Santa Cruz Port District 135 5th Avenue Santa Cruz, CA 95062 831.475.6161 831.475.9558 Fax www.santacruzharbor.org



PORT COMMISSIONERS: Toby Goddard Dennis Smith Stephen Reed Darren Gertler Neli Cardoso

Regular Public Session of November 26, 2019

Santa Cruz Port Commission MINUTES

Commission Members Present:Dennis SmithChairmanStephen ReedVice-chairmanToby GoddardCommissioner

Commission Members Absent: Darren Gertler Commissioner

REGULAR PUBLIC SESSION - 7:00 PM

Chairman Smith brought the regular public session to order at 7:00 PM at the Santa Cruz Harbor Public Meeting Room, 365 A Lake Avenue, Santa Cruz, CA 95062.

- 1. Pledge of Allegiance
- 2. Oral Communication

Discussion: Chairman Smith began the meeting with a moment of silence to honor Commissioner Cardoso, who passed away on November 20, 2019.

CONSENT AGENDA

- 3. Approval of Minutesa) Special Closed and Special Public Session of October 29, 2019.
- 4. Approval of Sublease Agreement from O'Neill Sea Odyssey (Tenant: Dr. Donald Markle)
- 5. Approval of Sublease Agreement from Clean Oceans International (Tenant: C. Frank)

MOTION: Motion made by Vice-chairman Reed, seconded by Commissioner Goddard to approve the consent agenda.

Motion carried. Commissioner Gertler ABSENT.

REGULAR AGENDA

- 6. Presentation by Fisheries Biologist Michael O'Farrell, National Marine Fisheries Service.
 - Discussion: Research Fish Biologist for National Marine Fisheries Service, Michael O'Farrell, presented an overview of current and anticipated impacts on the commercial and recreational salmon fishery in Monterey Bay.

- 7. Approval of Ordinance 19-05 and Lease for Restaurant Business to be located at 616 Atlantic Avenue, Santa Cruz, CA 95062. (Tenant: A&I Olivieri, LLC, dba Aldo's Harbor Restaurant)
 - Discussion: Port Director Olin stated that the District has worked closely with Aldo's proprietor, Mauro Olivieri, over the last several years to develop this long-term lease agreement.

Port Director Olin reviewed the basic terms of the ground lease:

- 25 years, with 3, 5-year options, effective January 1, 2020.
- Ground Lease: Tenant shall construct a new restaurant building and deck with a public walkway on the premises at Tenant's sole cost and expense.
- Leasehold Mortgage: Tenant shall have the right to obtain financing for the cost of constructing the tenant improvements, including a new restaurant building.
- Additional rent of \$1,445.55/month for the full term of the lease including each extended term will be paid to the District for the Tenant's share of seawall cost.

Port Director Olin stated that Ordinance 19-05 complies with and was advertised in accordance with H&N Code Section 6270.

Chairman Smith thanked Port Director Olin and staff for all of the work associated with the seawall replacement project, as well as negotiating a new lease agreement with Aldo's. Vice-chairman Reed and Commissioner Goddard agreed.

Mr. Olivieri expressed appreciation to the Commission and staff for their support through the planning and lease negotiations process.

- MOTION: Motion made by Commissioner Goddard, seconded by Vice-chairman Reed to approve Ordinance 19-05, awarding a 25-year lease with 3, 5-year options to A&I Olivieri for a restaurant building to be located at 616 Atlantic Avenue, Santa Cruz, CA, commencing January 1, 2020.
 - Motion carried. Commissioner Gertler ABSENT
- 8. Award Contract for Garbage Hauling and Recycling Services (NTE \$39,000 annually)
 - Discussion: Facilities Maintenance and Engineering Manager Kerkes stated that the City of Santa Cruz has discontinued recycling service to the District publicly available recycling containers, due to high contamination in the receptacles. He stated that for the last three months, maintenance staff has been collecting and sorting the recycling as a short-term solution to the problem.

FME Kerkes stated that discussions with the City will need to continue, but in the interim, NMH Maintenance, the District's current garbage contractor, is available to perform the collection and sorting of recycling as an add-on service to the current contract.

Port Director Olin stated that the lids on the remaining recycling receptacles will be altered in an attempt to combat contamination. She stated that discussions with the City will continue after a longer-term solution is reached.

Pot Director Olin noted that the Commission funded \$10,000 in the Capital Improvement Program to study how to better manage the harbor's garbage and recycling, but that effort has not yet started. She stated that this new contract is intended to address an immediate problem, but it is not a longterm solution and she acknowledged that further work will be needed.

In response to a question posed by Commissioner Goddard, Port Director Olin stated that staff will perform outreach to landside concessionaires to inform them of recycling receptacle locations.

- MOTION: Motion made by Commissioner Goddard, seconded by Vice-chairman Reed to authorize the Port Director to execute a contract with NMH Maintenance for regular and on-call garbage and recycling hauling services in an amount not to exceed \$39,000 annually.
 - Motion carried. Commissioner Gertler ABSENT.
- 9. Election of Port Commission Officers 2020 (Item tabled)
- 10. Approval of Cash / Payroll Disbursements November 2019
 - Discussion: In response to a question posed by Commissioner Goddard, FME Kerkes confirmed that Warrant #52544 *Twin Lakes* Jet Pump, was for the purchase of a spare jet pump.

Chairman Smith commented that Warrant #52536 – California Special District Annual Memberships in the amount of \$7,815 and Warrant #5237 – City of Santa Cruz Finance Department Annual Stormwater User Charges in the amount of \$8,830 are both significant expenses to the Port District.

- MOTION: Motion made by Commission Goddard seconded by Vice-chairman Reed, to approve cash/payroll disbursements for November 2019, in the amount of \$1,853,096.03.
 - Motion carried. Commissioner Gertler ABSENT.

INFORMATION

11. Port Director's Report

Aldo's Seawall Project

Port Director Olin stated that Granite Construction concluded tieback and concrete strength testing. She stated that temporary fencing is being installed and crews are currently working to complete the decking on the public pier. The project is on schedule to be completed by November 30, 2019.

2019-20 Dredge Season

Port Director Olin stated that entrance channel dredging commenced on November 4, 2019, which is the earliest start in the last eight years. She stated that the crew continues to make good progress digging in the entrance but will need to stop dredging to repair the cross-channel pipe during the next several days.

Boatyard Marine Ways Pile Replacement Project

Port Director Olin stated that the Boatyard Marine Ways Pile Replacement Project has been completed as a change order to the Phase II Pile Repair and Replacement Project.

Pappy Display Cradle Project

Port Director Olin updated the Commission on the *Pappy* Display Cradle Project, stating that the project is currently out to bid. Bids are due Tuesday, December 3, 2019, at 11:00 AM.

<u>Claims</u>

Port Director Olin stated that the following claims have been settled:

- Roberts \$289.10 for vehicle damage
- Wilson \$250.00 for vessel damage

Lighted Boat Parade Harbor Business Meeting

Port Director Olin stated that a Harbor Business Roundtable Meeting was held on Monday, November 25, 2019, to discuss the upcoming Light Boat Parade Event. Representatives of the Coast Guard Auxiliary and the Santa Cruz Yacht Club were in attendance.

December Commission Meeting

Port Director Olin announced that the Regular Public Session of December 24, 2019, has been rescheduled to December 17, 2019, at 7:00 PM.

12. Harbormaster's Report

Interim Harbormaster Anderson reported that a pre-construction meeting for the District's replacement patrol boat is tentatively scheduled for December.

13. Facilities Maintenance & Engineering Manager's (FME) Report

FME Manager Kerkes reported that Bellingham Marine has completed installation of new pile rings and caps to conclude Phase II of the Pile Repair and Replacement Project.

FME Manager Kerkes reported that the new jet ring accessory for the Toyo pump has been installed and tested and performs effectively.

Commissioner Goddard expressed appreciation toward staff for efficiently working as a team to complete Phase II of the Pile Replacement Project in this fiscal year.

- 14. Delinquent Account Reporting (*There was no discussion on this agenda item*)
- 15. Review of Financial Reports (*There was no discussion on this agenda item*)a) Comparative Seasonal Revenue Graphs
- 16. Crime/Incident/Citation Report October 2019 (*There was no discussion on this agenda item*)
- 17. Port Commission Review Calendar / Follow-Up Items

Chairman Smith recommended staff add a future item on the calendar to discuss development and reconfiguration options for the District's 7th Avenue dry storage yard and provide funding in the FY21 budget.

Chairman Smith adjourned the regular public session at 8:20 PM.

Dennis Smith, Chairman

Santa Cruz Port District **Resolution 19-10** December 17, 2019

ON THE MOTION OF _____

SECONDED BY	(

A resolution designating peace officer status to John Agnew for the Santa Cruz Port District.

WHEREAS, the California State Penal Code, Section 830.31, authorized the Board of Commissioners to designate certain employees as peace officers, when acting in the capacity of harbor police; and,

WHEREAS, the California State Harbors and Navigation Code defines the authority of harbor police as peace officer; and

WHEREAS, the State Penal Code Section 830.33b requires that all such peace officers complete courses meeting the standards proscribed by the Commission on Peace Officer Standards and Training (POST) within twelve (12) months of employment.

NOW, THEREFORE, BE IT RESOLVED that John Agnew is designated peace officer, subject to the direction of the Port Director and any such employees s/he may designate, to perform their duties within the limitations proscribed by the State Code, any ordinances, resolution or direction of the Board of Commissioners.

PASSED AND ADOPTED by the Santa Cruz Port Commission, this 17th day of December 2019, by the following vote:

AYES _____

NOES _____

ABSENT _____

APPROVED BY:

Dennis Smith, Chairman Santa Cruz Port Commission Santa Cruz Port District 135 5th Avenue Santa Cruz, CA 95062 831.475.6161 831.475.9558 Fax www.santacruzharbor.org



PORT COMMISSIONERS: Toby Goddard Dennis Smith Stephen Reed Darren Gertler Neli Cardoso

TO: Port Commission

FROM: Marian Olin, Port Director

DATE: December 10, 2019

SUBJECT: Approval of Resolution 19-11 – Adopting the Memorandum of Understanding Between Santa Cruz Port District and the Operating Engineers Local No. 3

<u>Recommendation</u>: Approval of Resolution 19-11, adopting the Memorandum of Understanding between the Santa Cruz Port District and the Operating Engineers Local No. 3

BACKGROUND

The Operating Engineers Local No. 3 (OE3) labor contract will expire on December 31, 2019.

Employees and management staff have engaged in negotiations on a new contract.

Tim Davis and Port Director Olin met with the Port Commission in closed session on October 29, 2019. During the closed session, the Commission provided direction on terms of a possible agreement, and the parties engaged in negotiations on a new contract. Tentative agreement was reached on a new, one-year contract.

ANALYSIS

Staff recommends approval of Resolution 19-11 (Attachment A), which adopts negotiated terms of the Memorandum of Understanding (Attachment B) between the Port District and OE3 as summarized below:

- 1. One-year contract: January 1, 2020 to December 31, 2020.
- 2. Scheduled Hours (Article 10) Clarify existing language which allows employees to waive their 30-minute meal period.
- 3. Salaries (Article 11.1) 2% salary increase effective January 1, 2020, and commit to completing an update of the classification and compensation study and bargain over its implementation in successor MOU negotiations with OE3.
- 4. Training (Add Article 13.6) Commit to investment in crew training through annual budgetary process to enhance knowledge of dredge systems, mechanics, hydraulics, dredge operation control and monitoring, heavy equipment operation, welding, diving, project planning and other training to increase the crew's knowledge, skills and abilities necessary for dredging and equipment repair and maintenance.

The Memorandum of Understanding incorporates Side Letter Agreement changes adopted October 23, 2018, between Santa Cruz Port District and OE3 pursuant to provisions of the Meyers-Milias-Brown Act ("MMBA"). The Side Letter Agreement is appended as Attachment C.

Tentative agreement was also reached on revisions to the Harbor Dredge Worker job descriptions, to define the knowledge, skills and abilities required to advance to the Harbor Dredge Worker III and Supervisor positions. The proposed job descriptions are appended as Attachment D.

IMPACT ON PORT DISTRICT RESOURCES

The maximum benefited cost increases over the prior year are calculated below.

	2020	
SALARIES	7,980	
OVERHEAD (54.64%)	4,360	
	\$ 12,341	
% OF TOTAL BUDGET	0.133%	I
	1-YR TOTAL:	\$ 12,341

Notes:

1. Includes 6 OE3 represented employees

2. Cost increases based on top step.

3. Overhead includes employer taxes, workers' compensation, CalPERS at various tiers; medical; dental; Life-LTD-ADD

The actual cost to the Port District is estimated to be lower because not all employees have progressed to the top step of the salary schedule, and the overhead factor is higher than actual (i.e., medical / workers' compensation rates and choices impact actual costs).

ATTACHMENT -

- A. Resolution 19-11 Adopting the Memorandum of Understanding between Santa Cruz Port District and the Operating Engineers Local No. 3
- B. Memorandum of Understanding between Santa Cruz Port District and Operating Engineers Local No. 3 2020
- C. Side Letter Agreement between Santa Cruz Port District and OE3 (October 23, 2018)
- D. Harbor Dredge Worker job descriptions (redlined)

Santa Cruz Port District **Resolution 19-11** December 17, 2019

ON THE MOTION OF_____

DULY SECONDED BY_____

A resolution of the Santa Cruz Port District Commission adopting the Memorandum of Understanding between the Santa Cruz Port District and Operating Engineers Local No. 3 for the period January 1, 2020, to December 31, 2020.

WHEREAS, the Memorandum of Understanding between Operating Engineers Local No. 3 and the Santa Cruz Port District ends on December 31, 2019; and,

WHEREAS, Port District negotiators and Operating Engineers Local No. 3 have engaged in negotiations on a new contract; and,

WHEREAS, the terms of the tentative agreement have been ratified by a vote of Operating Engineers Local No. 3; and,

WHEREAS, pursuant to California Government Code 20636(b)(1), the Port Commission shall periodically adopt a pay schedule for all Port District employees; and

WHEREAS, the Government Code of Regulations (CCR) Section 570.5 further clarifies that the pay schedule be approved and adopted by the governing body; and

WHEREAS, the Memorandum of Understanding reflects the currently approved salaries for Operating Engineers Local No. 3 and all negotiated terms.

NOW THEREFORE, BE IT RESOLVED, that the Santa Cruz Port District Commission does hereby adopt the Memorandum of Understanding between the Santa Cruz Port District and Operating Engineers Local No. 3 for the period January 1, 2020, through December 31, 2020.

PASSED AND ADOPTED by the Santa Cruz Port Commission, this 17th day of December 2019, by the following vote:

AYES _____

NOES_____

ABSENT_____

APPROVED BY:

Dennis Smith, Chairman

MEMORANDUM OF UNDERSTANDING between SANTA CRUZ PORT DISTRICT and OPERATING ENGINEERS LOCAL UNION NO. 3

ARTICLE 1: INTRODUCTION

This is a Memorandum of Understanding ("MOU" or "Agreement") entered into between the Santa Cruz Port District ("District or Port District") and the Operating Engineers, Local Union No. 3 ("the Union") pursuant to the Meyers-Milias-Brown-Act ("MMBA"). Both parties agree that this MOU is a result of meeting and conferring in good faith under the terms of the MMBA. This MOU contains the complete results of negotiations between the Port District and Union the period beginning January 1, 2020, through December 31, 2020. Unless otherwise specified herein, all provisions of this MOU shall become effective following the adoption by the District's Board of Port Commissioners.

ARTICLE 2: RECOGNITION

The Port District recognizes the Operating Engineers, Local Union No. 3, as the exclusive bargaining representative for all employees in regular full-time equivalent (FTE) positions within the Dredging Operations unit as set forth in Appendix 1.

ARTICLE 3: UNION SECURITY

3.1 NOTICE OF RECOGNIZED UNION

The Port District shall give a written notice to persons being processed for regular employment in a position represented by the Union. The notice shall contain the name and address of the Union, the fact that the Union is the exclusive bargaining representative for the employee's unit and class and the amount of dues to be collected from the employee. The Port District shall give the employee a copy of the current MOU.

Upon request from the Union, but not more than once every six (6) months, the Port District shall supply the Union with a list of the names, addresses, and classifications of all unit workers except those who file written notice with the Administrative Services Department objecting to release of addresses, in which case information will be transmitted without address. Once per month, the Port District shall supply the Union with a list of representation unit new hires, terminations and retirements which occurred during the previous month, if any. The Port District shall not be obligated to provide a list when no new hires terminations or retirements have occurred within the bargaining unit.

3.2 PAYROLL DEDUCTIONS

3.2.1 Payroll Deductions

The Port District shall deduct Union membership dues and any other mutually agreed-upon, payroll deductions, to the extent permitted by law, from the monthly pay of each member employee. The Union will provide the Port District with information regarding the amount of dues

deductions and the list of Union member employees who have affirmatively consented to or authorized dues deductions.

The Port District shall remit the deducted dues and any other mutually agreed payroll deduction, to the extent permitted by law, to the Union as soon as possible after the deduction.

The Port District agrees to direct each member employee to the Union with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction, to the extent permitted by law.

The Union is responsible for providing the Port District with timely information regarding changes to member employees' dues and any other lawful union-related payroll deduction.

3.2.2 Union's Certification

The Port District shall make payroll deductions in reliance on the Union's certification certifying that the Union has and will maintain an authorization, signed by each member employee who affirmatively consents to pay Union membership dues. Similarly, The Port District shall only cancel or modify any membership dues or any other mutually agreed payroll deduction, to the extent permitted by law, for any member employees in reliance on the information provided by the Union.

3.3 INDEMNIFICATION

The Union shall indemnify, defend, protect and hold harmless the Port District and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising from the application of any provisions under Section 3.2, including, but not limited to, any claims made by any member employees for the membership dues deductions the Port District made in reliance on the Union's certification, and any claims made by any member employees for any deduction cancellation or modification the Port District made in reliance on the Union.

In the event any such action or proceeding is brought against the Port District by reason of any such claim, the Union, upon notice from the Port District, covenants to defend such action or proceeding by counsel reasonably satisfactory to the Port District. Further, the Union agrees to indemnify and hold harmless the Indemnitees for any loss or damage arising from the Union's actions or inactions under Section 3.2.

3.4 ENFORCEMENT/SEPARABILITY

In the event that any provision of Article 3, Section 3.2 is declared by a court of competent jurisdiction to be illegal or unenforceable, all employees in the representation unit, who are members of the Union, shall remain members during the period covered by this MOU, and shall remain subject to all provisions of this MOU which have not been declared to be illegal or unenforceable. Such employee desiring to revoke his/her authorization for union dues, shall forward a letter by U.S. mail to the Port District Administrative Services Department, 135 5th Avenue, Santa Cruz, California, 95062, setting forth his or her desire to revoke said authorization

and may include reason thereof. The Administrative Services Department shall promptly forward a copy of said letter to the Union.

New employees shall be required to execute an authorization form. The authorization form shall include a statement that the Union and the Port District have entered into a MOU, that the employee is required to authorize payroll deductions of Union dues or a service fee not to exceed Union dues as a condition of employment, and that such authorization may be revoked within the first thirty calendar days of employment upon proper written notice of the employee within said thirty day period. Each such employee shall, upon completion of the authorization form, receive a copy of said authorization form which shall be deemed proper notice of his or her right to revoke said authorization.

The Union shall receive from the Port District copies of the authorization form. Any employee desiring to revoke his or her authorization for union dues or service fee not to exceed Union dues shall forward a letter through the U.S. mail to the Port District Administrative Services Department, 135 5th Avenue, Santa Cruz, California, 95062, setting forth his or her desire to revoke said authorization and may include reasons thereof. The Port District Administrative Services Services Department shall promptly forward a copy of said letter to the Union.

3.5 INDEMNIFY AND HOLD HARMLESS

The Union indemnifies and holds the Port District, its officers, and employees acting on behalf of the Port District, harmless and agrees to defend the Port District, its officers, and employees acting on behalf of the Port District, against any and all claims, demands, suits and from liabilities of any nature which may arise out of or by reason of any action taken or not taken by the Port District under the provisions of this Article (Article 3), Sections 1 through 6.

3.6 PAYROLL DEDUCTIONS AND PAYOVER

The Port District shall deduct union dues or service fees and premiums for approved Union insurance programs from the pay of employees covered by the Union in conformity with Port District regulations. The Port District shall promptly pay over to the designated payee all sums so deducted.

ARTICLE 4: CONCERTED ACTIVITIES

As used in this Article 4, "strike or work stoppage" means the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful performance of the duties of employment for the purpose of inducing, influencing or coercing a change in the conditions of compensation, or the rights, privileges or obligations of employment.

During the term of the MOU, it is agreed and understood that there will be no strike, work stoppage, slowdown, or refusal to fully and faithfully perform job functions with responsibilities, or any interference with the operations of the Port District, or any concerted effort designed to improve its bargaining position which interferes with, impedes, or impairs Port District operations by the Union or by its officers, agents or members. The Union agrees that neither the Union nor its officers, agents or members will, in any manner whatsoever, honor, assist or participate in any picketing activities, sanctions or any other form of interference with Port District operations by any other non-unit employees or members of other employee associations or groups. Any employee who participates in any of such prohibited activities shall be subject to discharge or such lesser discipline as the Port District shall determine. If the Union, its staff or Board of Directors engage in, cause, instigate, encourage, condone, or ratify any strike, work stoppage, concerted interference with operations, picketing or refusal by employees to enter upon the Port

District's premises or work site, the Port District may immediately suspend or revoke the payroll deductions provided in Article 3.

Furthermore, the Union agrees that the provisions in this Article are enforceable by the Port District in a Court of law. The Port District may, upon its own election, initiate such court action as it deems appropriate to enjoin or impose damages on the Union, its officers, agents or members for activities referred to herein.

It is further agreed and understood that neither the Union nor its officers, agents, or members shall engage in any boycott, picketing or any other concerted attempts to discourage, impair or negatively affect the businesses of members of the Port District Commission during the term of the MOU.

Nothing herein shall be deemed to limit the remedies available to the Port District in dealing with concerted activities as described hereinabove.

ARTICLE 5: REPRESENTATION AND UNION RIGHTS AND RESPONSIBILITIES

5.1 RELEASE TIME

It is agreed that, so long as there is no disruption of work, Union representatives shall be allowed reasonable release time away from their work duties, without loss of pay, to act in representing a unit worker or workers on grievances, matters within the scope of representation or requiring representation before the Port Commission, or in contract negotiations.

A reasonable number of representatives shall be entitled to release time under this section for any one (1) grievance or group of related grievances. Release time shall be granted for the following types of activities:

- a. Formally meeting and conferring with representatives of the public agency on matters within the scope of representation.
- b. Testifying or appearing as the designated representative of the employee organization in conferences, hearings, or other proceedings before the board, or an agent thereof, in matters relating to a charge filed by the employee organization against the public agency or by the public agency against the employee organization.
- c. Testifying or appearing as the designated representative of the employee organization in matters before a personnel or merit commission.
- d. A meeting of the representative and a worker or workers in the unit related to a grievance.
- e. A meeting with Management.

The Union agrees that the representatives shall give adequate advance notification to their supervisors before leaving the work location except in those cases involving emergencies where advance notice cannot be given. Release time is subject to the legitimate scheduling needs of the department.

Additionally, one (1) representative shall be allowed a reasonable amount of time off without loss of pay for formal negotiation purposes. Preparation time for negotiations shall not be on release time without approval of the Port Director or his or her designee.

5.2 USE OF DISTRICT FACILITIES

Employees of the District or their representatives may, with the prior approval of the District's Port Director, be granted the use of District facilities for meetings of District Employees provided space is available. The use of District equipment other than items normally used in the conduct of business meetings, such as desks, chairs, and blackboards, is strictly prohibited, the presence of such equipment in approved District facilities notwithstanding.

5.3 BULLETIN BOARDS

The Union may use portions of District bulletin boards under the following conditions:

All materials must be dated and must identify that the Union published them. Unless special arrangements are made, materials posted will be removed thirty-one (31) days after the publication date.

The District agrees to provide bulletin boards in reasonable locations and designate a reasonable portion thereof for Union use.

5.4 ADVANCE NOTICE

A minimum of fourteen days (14) written notice shall be given to the Union and Stewards of any ordinance, rule, resolution, or regulation relating to matters within the scope of representation proposed to be adopted by the District. The Union shall be given the opportunity to meet with the Port District prior to the date of the adoption. In the event of an emergency necessitating immediate action, the Port District shall notify the Union in writing within seventy-two (72) hours of the adoption by the Board and upon request, meet with the Union and Stewards within fourteen (14) calendar days of the adoption.

5.5 UNION RIGHTS

The Union and the employees it represents retains all of the rights afforded to it by the MMBA.

ARTICLE 6: EQUAL EMPLOYMENT OPPORTUNITY

The Port District and the Union agree that no person employed or applying for employment shall be discriminated against on the basis of race, religious creed, color, national origin, ancestry, medical condition, genetic information, marital status, sex, gender, sexual orientation, gender identity, gender expression, pregnancy, childbirth or related condition, age over 40, military or veteran status, age or physical or mental disability or any other classification protected under state, federal or local law.

ARTICLE 7: SAFETY

It is the duty of the Port District to make reasonable efforts to provide and maintain a safe place of employment. The Union will cooperate in urging all employees to perform their work in a safe manner. It is the duty of all employees to be alert to unsafe practices, equipment, and conditions and to report any such unsafe practices, equipment, or conditions to their immediate supervisor. If such condition cannot be satisfactorily remedied by the immediate supervisor, the employee may submit the matter in writing to the department head. If the employee does not receive a response within a reasonable period of time, or finds the response unsatisfactory, he/she may directly contact the Port Director.

ARTICLE 8: ROTATION AND REASSIGNMENT EXPECTED AND NORMAL

It is understood and agreed that employees covered by this MOU are subject to periodic reassignment among functions and geographic areas as a normal part of their work and that such changes are not punitive, disciplinary or subject to the grievance process, and that employees from other departments are similarly subject to temporary reassignment which may include unit work. For purposes of this Article, reassignment refers to temporary assignment, not to exceed 14 working days, needed to fulfill short-term needs, as determined by the Port Director, such as for vacation, injury, illness or short-term leave, and not subject to the provisions of Article 21. If the temporary assignment exceeds 14-days, for example in the case of long-term illness, retirement, or the employee's otherwise unavailability, the Port District shall notify the Union of the operational need for the temporary assignment. Except as otherwise provided herein, the Port District retains sole discretion to temporarily reassign employees under this Article.

ARTICLE 9: RECLASSIFICATION

In the event an employee is consistently working above the designated duties as outlined in the job description for the particular position, the employee's supervisor may submit a request to the Port Director for approval, a reclassification of job description, salary and/or title. The employee shall be notified of the outcome of this request within thirty (30) calendar days.

ARTICLE 10: SCHEDULED HOURS

10.1 Regular Work Week

The standard work week shall consist of seven (7) consecutive days from 7:00 a.m. Monday, through 6:59 a.m. Monday. The standard work week shall consist of 40 hours per week. Employees' current schedule is four nine-hour days and 1 four-hour day, per week: Monday through Thursday from 7:00 a.m. to 4:30 p.m. and Friday from 7:00 a.m. to 11:00 a.m. Upon seven (7) days advance notice to the Union, the Port District shall have the option of altering the employee's work schedule based on operational needs of the Port District.

The Port District may permit employees to waive their 30-minute meal period. The Port District shall only allow this waiver if agreed to in writing by the employee. Employees who waive their 30-minute meal period may be allowed a meal break if the workload permits. Employees who do not receive a 30-minute meal period during their shift will not be entitled to overtime, solely because of the waived meal period.

10.2 Flexible Scheduling

The Port District may permit alternate work schedules such as 4/10 or 9/80 by mutual agreement with the Union, provided the Port District's scheduling needs are met.

At the discretion of the Port Director or his or her designee, some employees may be required or permitted to work a different schedule, such as a 4/10 work schedule (four (4) consecutive days of ten (10) hours each day), or a 9/80 work schedule (eight (8) days of nine (9) hours each day and one (1) day of eight (8) hours), due to the requirements of their job classifications or department responsibilities. Any such variation to the work schedule must be memorialized in writing.

ARTICLE 11: SALARY

11.1 SALARIES

Salary grades for the period January 1, 2020, through December 31, 2020, are established for each job classification as set forth in Appendix 1. The salary grades shall take effect either on the first full pay period, starting from January 1, 2020, or whenever the Port District Commission approves the salary grades in an open session, whichever is later. As of the effective date of the MOU in 2020, the salary grades shall increase by 2%. The Port District shall complete an update of the classification and compensation study and bargain over its implementation in successor MOU negotiations with OE3.

Employees generally move through the salary range for their classification in a seven-year period if performance is of a normal level (adequate); however, for consistently outstanding performance, an employee may proceed through the range at a faster pace.

- a. The bottom of the grade in each class is the minimum step and may be the hiring step for the class.
- b. For new-hires and promoted employees, a step increase may be paid at any time after 1040 hours of satisfactory or better service as evidenced by a satisfactory or better overall employee performance rating and upon the recommendation of the department head.
- c. Additional step increases may be granted at any time after 2080 hours and annually thereafter until the top of the salary grade is reached for satisfactory or better service as evidenced by a satisfactory or better overall employee performance rating and upon recommendation of the department head.

11.2 DIFFERENTIALS

A differential in the amount of 8% of the straight time rate shall apply to all hours worked between 9:00 p.m. and 7:00 a.m.

11.3 TEMPORARY UPGRADE PAY OR WORKING OUT OF CLASS PAY

A regular employee may be required by the Port Director to perform a majority of the duties of an upgraded position or classification on a temporary basis, due to a vacation, termination, sick leave, leave of absence, or other vacancy.

The following conditions must be met for the employee to be eligible to receive pay for working in the higher class:

A. The employee must meet the employment standards for the higher class;

B. Appointments shall be for absences or vacancies exceeding forty (40) cumulative hours in any calendar year; and

C. "Work Out of Class" assignments shall be made in writing and shall generally not exceed sixty (60) days in duration except by mutual agreement of the Port District and the Union.

Employees eligible to receive working out of class pay shall be entitled to receive five percent (5%) above the employee's current base rate of pay or at least the first step of the higher salary grade, whichever is higher, for all hours worked in the upgraded class.

Time served in the upgraded class shall not contribute towards acquiring probationary or permanent status in the higher class.

ARTICLE 12: RETIREMENT

All full-time, regular employees shall be enrolled in the California Public Employees Retirement System (CalPERS).

Port District employees hired prior to August 1, 2010 are enrolled in the 2.5% at 55 plan.

Port District employees hired on August 1, 2010 but before January 1, 2013, are enrolled in the 2% at 60 plan. This 2% at 60 plan may also be available to employees hired on or after January 1, 2013 who CaIPERS determines are not new members, as defined under Government Code section 7522.04.

Port District employees hired on or after January 1, 2013 are enrolled in the 2% at 62 plan in accordance with CalPERS pension reform requirements.

Employees in the 2.5% at 55 plan and employees in the 2% at 60 plan shall pay 100% of the required employee contribution, which is 8% of salary. Employees in the 2% at 62 plan are required to pay the employee contribution rate of fifty percent (50%) of normal costs as established by CaIPERS.

The Port District shall pay 100% of the employer's cost.

ARTICLE 13: HEALTH AND WELFARE

13.1 INSURANCE

13.1.1 Medical Coverage

The Port District will provide medical insurance through the California Public Employees' Retirement System ("CalPERS"). Employees eligible to enroll in health insurance may select from the available CalPERS health plans. Employees who enroll in health insurance will also be automatically enrolled in the Port District's dental, and life insurance plans. All employees will be enrolled in a long-term disability insurance plan.

For coverage during the term of this Agreement, the Port District shall contribute the following monthly amounts towards the medical and dental insurance plans for active, eligible employees in budgeted positions who elect to participate in the medical coverage program:

1. Employee only = 100% of the medical and dental premium

- 2. Employee + one dependent = 95% of the average of the premium amounts for Blue Shield Access+ and Anthem HMO Select (for 2020, this amount is \$1,896.91 per month), plus \$17.93 per month between January 1, 2020 and December 31, 2020.
- 3. Employee + two or more dependents = 90% of the average of the premium amounts for Blue Shield Access+ and Anthem HMO Select (for 2020, this amount is \$2,336.20 per month), plus \$17.93 per month between January 1, 2020 and December 31, 2020.

Any premium costs in excess of the Port District's contribution shall be paid by the employee.

If in any year during the term of this Agreement, CalPERS monthly health insurance premiums, for plans available to employees, exceed the preceding year's monthly premiums by more than 10%, the parties agree to meet and confer on contribution limits.

13.1.2 Dental Coverage

The current dental plan is provided through Delta Dental and provides a maximum benefit of \$1,500.00 per year for enrolled employees.

13.1.3 Payment-In-Lieu of Medical Coverage Benefit

Employees who have alternative medical insurance coverage and meet the eligibility requirements under 13.1.4 may receive payment-in-lieu of medical coverage benefits in an amount of \$250 per month. This amount shall be prorated based on the eligible employee's FTE status.

13.1.4 Eligibility for Payment-In-Lieu of Health Coverage Benefit

In order to be eligible to receive the payment-in-lieu of health benefit under section 13.1.3, the employee must provide proof of other current health coverage to the Port District, which the Port District deems acceptable. The employee must also elect to waive Port District health coverage in order to receive payment-in-lieu of health benefit. The payment-in-lieu of health benefit amount shall be paid as a taxable cash benefit, and is not reportable to CalPERS as pensionable compensation. Employees enrolled in the Port District's health coverage will not receive any payment-in-lieu.

The payment-in-lieu of health benefit will be discontinued if the employee becomes ineligible. An employee's ineligible status would include but not be limited to the following situations: employment status changes from regular to part-time or seasonal, employee is on an unpaid leave of absence, or employee loses or does not have alternate health insurance coverage. Payment-in-lieu is also adjusted if an employee takes unpaid time off resulting in a work reduction of 5% or more over a 6 month period. An employee whose payment-in-lieu of health benefit is discontinued may enroll, if eligible, in a Port District health plan as required by Patient Protection and Affordable Care Act.

Employees receiving the payment-in-lieu of health benefit must notify the Port District prior to the next pay period if they cease to be covered by any other medical plan, thereby making them ineligible for the payment-in-lieu of medical benefit.

13.2 LONG TERM DISABILITY

The Port District provides long-term disability payments which are meant to supplement Workers' Compensation or State Disability benefits. The Port District guarantees 80% of the employee's gross salary for the first six months of disability, following the use of all sick leave benefits. The Port District guarantees 70% of the employee's gross salary for the second six months of disability.

The long-term disability plan is a supplemental plan which goes into effect after 180 days of disability. This plan supplements Workers' Compensation and State Disability to insure a 66 2/3% of gross salary to age 65.

13.3 LIFE INSURANCE

Employees enrolled in the medical benefit program will automatically be enrolled in the current group/term life insurance program which provides employees benefit in the amount of \$20,000.

13.4 RETIREE HEALTH BENEFITS

Employees who retire under the provisions of the Port District's contract with CalPERS would be eligible to continue CalPERS medical coverage. The Port District will contribute the minimum required monthly amount for retirees to CalPERS pursuant to Government Code Section 22892 of PEMHCA. Retirees shall not be reimbursed or otherwise receive payment from the Port District for health insurance premiums. The retiree health benefits and the Port District's contribution under this section are not accrued or vested benefit entitlements. The benefits provided under this section do not create vested rights under either the federal or state constitution. The Port District may decide to reduce, terminate, eliminate and/or modify the retiree health benefits provided under this section after complying with the applicable meet and confer requirements.

13.5 MEDICAL EXPENSE REIMBURSEMENT

The Port District will reimburse current employees \$700.00 per year (prorated in accordance with FTE percentage) for out-of-pocket medical expenses in accordance with current personnel policies. This amount is in addition to the Port District's contributions to medical premiums under 13.1.1 and any Payment In Lieu of Medical Coverage under 13.1.3.

13.6 TRAINING

Port District will invest in training through the annual budgetary process for dredge crew members and supervisors to enhance their knowledge of dredge systems, mechanics, hydraulics, and dredge operation control and monitoring; heavy equipment operation; welding, diving, project planning and other training proposed by crew and approved by management that will increase knowledge, skills and abilities necessary for dredging and equipment repair and maintenance.

ARTICLE 14: OVERTIME

Overtime is defined to include any time worked in excess of the employee's <u>regularly scheduled</u> <u>shift</u>, or in excess of 40 hours per work week. The overtime rate shall be time and one-half of the employee's regular rate of pay. All overtime requires advance approval by the department head.

In order to stay within budget confines, it may be necessary for the Port District to request that employees take the overtime earned as compensating time off within the standard work week. When doing so, however, the time off must be at the overtime equivalent.

All regular personnel working shifts longer than 12 hours shall be paid double-time for time exceeding 12 hours.

ARTICLE 15: COMPENSATORY TIME

Compensatory time can be earned at the regular or overtime rate, whichever is applicable. It is the employee's option to be paid for compensatory time, or request to take the time off. Employees must be able to take the time off within a reasonable time period after a request has been made, as long as it does not unduly disrupt the Port District's operations. Compensatory time off can be accrued to a maximum of two hundred forty (240) hours.

Employees may request payment for unused compensatory time. Compensatory time may be cashed out with approval by the Port Director. Compensatory time cashed out is not reportable to CalPERS as pensionable compensation.

ARTICLE 16: CALL BACK PAY

An employee who is called back to work at an unscheduled or non-standby time shall be compensated a minimum of three (3) hours pay or time and one-half (when applicable) for the actual time worked, whichever is greater.

ARTICLE 17: PAID LEAVE

17.1 HOLIDAYS

All regular employees shall receive 12 paid, 8-hour holidays per year (or the equivalent proration⁺).

The paid holidays for regular employees are approved by the Port District Commission as part of the employee contract. Holidays are listed on a fiscal year basis.

The following is a listing of all paid holidays:

New Year's Day* Martin Luther King Day Presidents' Day Memorial Day Independence Day (4th of July)* Labor Day Veterans' Day Thanksgiving Day* Day Following Thanksgiving Christmas Eve Day Christmas Day* Employee "Floating" Holiday

^{*}These holidays are defined as "hardship holidays." The following indicates how hardship holiday time is calculated:

<u>Pay For</u> :	Hardship Holiday Pay Calculation:
Regular Shift	Holiday plus 1.5 X the straight time hourly rate
Working at Overtime Rate	Holiday plus 1.5 X the over-time rate
Call-in Hours	Holiday plus 1.5 X the call-in calculation
Call-ready Time	Holiday plus 1.5 X the call-ready time

⁺Holiday time is calculated on a pro-rated basis, based on employee percentage of time.

Employees whose weekly work schedule is different from a normal (i.e., eight hours a day, five days a week) work schedule shall be granted the same number of hours off from their work as employees on a normal work schedule are granted because of holidays.

17.2 VACATION

All employees working in a designated regular position are eligible to earn vacation time. Vacation time may be used after six months of continuous employment.

Employees shall accrue vacation days as follows:

Length of Service	Vacation Day (Hour) Accrual Rate Per Pay Period	Maximum Days (hours) Accrued Annually
New employee to completion of 5 th year	0.416 day (3.333 hours)	10 days (80 hours) of vacation per year
Start of 6 th year to completion of 10 th year	0.625 day (5 hours)	15 days (120 hours) of vacation per year
Start of 11 th year to completion of 20 th year	0.833 day (6.666 hours)	20 days (160 hours) of vacation per year

Start	of	21 st	year	and	1.041 day (8.333 hours)	25	days	(200	hours)	of
succee	eding	years				vac	ation p	er yea	r	

Vacation accrues from the first month of employment during non-overtime periods of work, sick time, and vacation. As noted in this section, a new employee shall not use the vacation time accrued until completion of six months of continuous employment. Vacation does not accrue during period of leave with or without pay, including, but not limited to, periods of short-term disability, long-term disability, and Workers' Compensation.

Holidays which occur during a scheduled vacation period shall be counted as a holiday. Employees may request in advance that they extend their vacation leave by the number of holidays occurring within their scheduled leave, or they may request fewer vacation hours which, together with the holiday(s), will comprise the total time period of their scheduled leave.

Employees shall not be allowed to accrue vacation in excess of their maximum annual vacation accrual rate set forth in the above chart. Once an employee reaches the annual accumulation rate, his/her vacation accrual ceases until the employee's vacation balance falls under his/her maximum vacation accrual amount.

Employees are requested to use vacation in the year in which it is earned. However, 10 days (80 hours, or prorated equivalent) may be carried forward to the next fiscal year. This carryover may occur only once; it is not cumulative.

With the approval of the Port Director, employees may elect to receive payment for one-half of the unused time accrued. Payment will be at the employee's regular rate of pay.

Terminated employees shall be entitled to a lump sum payment for all earned and unused vacation at the date of termination.

17.3 SICK LEAVE

All full-time regular employees earn a total of one (1) 8-hour day of paid sick leave per month (or the equivalent proration). Paid sick leave is accrued and may accumulate indefinitely.

Sick leave accrual and use shall be monitored by the Administrative Services Department. It is the responsibility of the employee to note sick leave time used on his or her time card.

Employees become eligible to use paid sick leave beginning on their 90th day of employment with the District.

Employees may use paid sick leave per fiscal year for any of the following purposes:

- 1. Diagnosis, care, or treatment of an existing health condition of the employee or his or her family member. For the purposes of paid sick leave, family member includes the unit member's child, parent, spouse, domestic partner, parent-in-law, grandparent, grandchild, or sibling;
- 2. Preventative care for the employee or the employee's family member;
- 3. Other purposes authorized by Labor Code Section 246.5 (leave for victims of domestic violence, sexual assault, or stalking).

In order to receive compensation while absent on sick leave, the employee must notify their appropriate supervisor of their absence as soon as reasonably possible.

In the event an employee is out on sick leave for seven (7) consecutive work days, the Port District may require that the employee provide the District with a certificate issued by a health care professional of illness, injury, medical condition, or other health-related reason specified in Subsections 1. and 2. Above. If the sick leave is being used for purposes authorized by Subsection 3, the employee may be required to certify that the absence was necessary for the purposes specified in Labor Code Section 246.5(a)(2). This verification will be kept on file in the employee's medical records file.

Any unused sick leave credit is not paid out to employees upon retirement or termination of employment. However, as required by Labor Code Section 246(f)(2), if the employee returns to work for the District within one (1) year of separation, his or her previously accrued but unused paid sick leave hours shall be available for use. Any unused sick leave credit with the Port District will be converted to CalPERS service credit at time of retirement per CalPERS' contract terms.

17.4 COURT LEAVE

Jury Duty

Any regular employee who is called to jury duty will be required to show proof of such by turning in the pay received by the judicial system. The employee's regular rate of pay will not be affected by the absence of work for jury duty.

In the event an employee is requested to call the judicial system for their status for jury duty, the employee is required to report for work as usual. If required to report to the court, the employee will be allowed to leave work and report to jury duty as requested.

While serving on a jury, he/she will be given a paid leave of absence for the duration of said jury duty. Such paid leave of absence is conditional upon the employee returning to work upon dismissal. It is also conditional upon the employee's conveyance to the Port District of any compensation received as a juror, not including any travel allowance received.

Court Appearances

In the event an employee is served a subpoena to appear in court for a non-work related incident, the employee must take this time off using vacation time, accrued compensatory time, personal necessity time, or have the option of taking the time at no pay.

Only when the employee's appearance is needed for a work related incident will the employee's pay/time not be affected.

In the event an employee is served a subpoena to appear in court for a work-related incident, the provisions of "Minimum Call Back Time" as outlined in Article 16 shall prevail.

17.5 OTHER LEAVE

Under certain conditions, leaves of absence are available to employees. These leaves may or may not be associated with the Family and Medical Leave Act (FMLA).

Bereavement Leave

Employees shall be granted a maximum of three (3) days bereavement leave (not necessarily consecutive days) for the death of any member of his/her immediate family. With approval from the Port Director, an employee may request an additional two (2) days bereavement leave.

Immediate family members include -- mother, father, husband, wife, spouse, domestic partner, son, daughter, brother, sister, grandmother, grandfather, grandchild and all in-laws within the above categories, as well as any relative living in the immediate household of the employee. Other members/friends may be accepted and approved by the Port Director for bereavement leave.

Personal Necessity Leave

Employees may elect to use personal necessity leave and this time is deducted from the employee's earned sick leave. Personal necessity leave shall not be used for any type of recreational purposes or days which would normally be vacation days. Personal necessity leave will generally be limited to one week in duration except as noted below.

The following is a listing of typical personal necessity days:

- death of a relative/friend when additional leave is required beyond bereavement leave; or the death of a friend/relative not covered by the bereavement leave;
- an accident involving an employee's person or property;
- marriage in immediate family, including employee him/herself (maximum of three (3) days);
- court appearances for non-work related incidents;
- illness of dependent.

The employee must obtain advance approval from the Port Director for use of personal necessity time.

Paternity Leave

Expectant fathers are eligible to take 3 days paid time off upon the delivery of the child. This time shall be deducted from the accrued sick leave.

Unauthorized Voluntary Absence

Voluntary absence from work without permission for 5 consecutive working days shall be considered an automatic resignation.

Family and Medical Leave

Each eligible employee is entitled to family care and medical leave as provided by the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA), as amended. The leaves under FMLA and CFRA will run concurrently to the extent permitted by law.

A. Eligibility

To be eligible for leave under the FMLA, an employee must have:

- on the date on which leave is to begin, been employed in a regular position by the Port District for at least 12 months, which need not be consecutive;
- worked a minimum of 1,250 hours during the 12 months immediately preceding the commencement of leave;

B. Leave Benefit

1. Leave Entitlement

Eligible employees are entitled to twelve workweeks of unpaid leave during any 12-month period for any one or more of the following:

- the birth of a child and to care for the newborn child (FMLA and CFRA);
- the placement with the employee of a child for adoption or foster care and to care for the newly placed child (FMLA and CFRA);
- to care for the employee's spouse, child, parent, or domestic partner (CFRA only) who has a serious health condition. (Child is defined as biological, adopted, or foster child, stepchild, legal ward, or child of a person standing in loco parentis who is under 18 years of age or an adult dependent child. Parent is defined as biological, foster or adoptive parent, stepparent, or legal guardian. Parent does not include a parent-in-law.);
- the employee's own serious health condition that makes the employee unable to perform the essential functions of his or her job, except for disability on account of pregnancy, childbirth, or related medical conditions, which is covered by pregnancy disability leave. (Pregnancy disability counts toward only California Pregnancy Disability Leave (PDL) and FMLA leave.);
- any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a U.S. National Guard or Reserve member on active duty (or has been notified of an impending call or order to active duty status) in support of a contingency operation (FMLA only).

2. Military Caregiver Leave

Subject to the provisions of this MOU, Port District Policy and state and federal law, including FMLA, an eligible employee may take FMLA leave to care for a covered servicemember with a serious injury or illness if the eligible employee is the servicemember's spouse, son, daughter, parent, or next of kin.

• An eligible employee's entitlement under this section is limited to a total of twenty-six (26) workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness. The "single 12-month period" in which the 26-weeks-of-leave-entitlement described in this begins on the first day an employee takes leave to care for the covered servicemember.

• During the "single 12-month period" described above, an eligible employee's FMLA leave entitlement is limited to a combined total of twenty-six (26) workweeks of FMLA leave for any qualifying reason.

Eligibility, employer and employee responsibilities, and other provisions shall be as defined by the U.S. Department of Labor, Wage and Hour Division, Family Medical Leave Act.

D. Relationship of Family and Medical Leave to Other Leaves

Any leave of absence that qualifies as family care and medical leave and is designated by the Port District as family care and medical leave will be counted as running concurrently with any other paid or unpaid leave to which the employee may be entitled for the same qualifying reason.

If a husband and wife are both employed by the Port District, the total number of workweeks of leave to which both may be entitled shall be limited to 12 workweeks of leave in a 12 month period between the two employees, if taken for the birth, adoption, or foster placement of a child or for the purpose of caring for a seriously ill parent.

Additionally, the family care and medical leave provided under this section is in addition to any leave taken on account of disability due to pregnancy, childbirth, or related medical conditions for which an employee may be qualified under state law.

E. Pay Status and Benefits While on Family Care and Medical Leave

Except as provided in this section, the family care and medical leave will be unpaid. The Port District will, however, continue to provide Port District contributions toward the health plan premium during the period of family care and medical leave for up to twelve (12) work weeks on the same basis as coverage would have been provided had the employee not taken family care and medical leave. The employee will be required to continue to pay the employee's share of premiums payments, if any.

Except as provided by law, on return from family care and medical leave, an employee is entitled to be returned to the same or equivalent position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. Use of family care and medical leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA/CFRA leave.

F. Employee Obligations – Notice to the Port District

The employee must provide written notice to the Port District as far in advance of the leave as possible and as soon as the employee reasonably knows of the need for the leave. If the need for the leave is foreseeable based on an expected birth, placement of a child for adoption or foster care or planned medical treatment, the notice must be provided at least 30 calendar days in advance of the leave, or if not reasonably known 30 calendar days before the leave, then as soon as reasonably practicable.

The written notice must inform the Port District of the reasons for the leave, the anticipated duration of the leave and the anticipated start of the leave.

An employee's request for family care and medical leave because of employee's own serious health condition shall be supported by a certification issued by the employee's health care provider. The Port District may also require the employee to obtain medical certification that they are able to return to work.

An employee's request for family care and medical leave to care for a child, a spouse, or a parent who has a serious health condition shall be supported by a certification issued by the health care provider of the individual requiring care. If additional leave is required after the expiration of the time originally estimated by the health care provider, the employee shall provide the Port District with recertification by the health care provider.

Leave for Active Military

The purpose of this policy is to establish compensation and benefits for regular employees called to extended military active duty.

A. Duration

This policy shall be effective for the first six (6) calendar months of active duty.

B. Salary Compensation

First Calendar Month (0-30 Days):

The District shall pay full salary for the employee for the first 30 days after the effective date of call-up.

Second through Sixth Calendar Month (31-180 Days):

From the 31st day of call-up to the 180th day of call-up, the District shall pay the difference between the base military pay of the employee and the pay that he/she would have received if employment continued at the Port District.

C. Benefits

<u>Health:</u>

The employee's current status with regard to all health benefits shall remain unchanged, subject to insurance policy exclusions which may be in effect relating to war, continuous employment, or other circumstances.

Life Insurance:

Employees who are covered by health benefits at the time of call-up shall remain eligible for life insurance, subject to insurance policy exclusions which may be in effect relating to war, continuous employment, or other circumstances.

D. Seniority

Pursuant to federal and state laws, employees called to active duty are guaranteed that they be reinstated at the level they would have had, had they continued uninterrupted employment with the District.

ARTICLE 18: LEAVE WITHOUT PAY

With approval of the Port Director, an employee may opt to take time off at no pay. If the time off results in a work reduction of 5% or more over a 6-month period, then the employee's benefits may be reduced accordingly, to a level commensurate with the new FTE (full-time equivalent)

level. The reduced benefit level will remain in effect for the next 6-month period, at which time the FTE level will be reviewed and re-adjusted.

ARTICLE 19: LAYOFF PROVISIONS

Whenever, in the judgment of the Port District, it becomes necessary, due to the lack of work, lack of funds, or other economic reason, or because the necessity for a position no longer exists, the Port Commission may layoff any employee from a position.

Employees laid off shall be given at least fourteen (14) calendar days' notice.

Whenever there is a reduction in the work force, the Port Director shall first transfer the employee to a vacancy, if any, in any position for which the laid-off employee is qualified. In order for the employee to retreat to a lesser position, the employee must request displacement action in writing, explaining the employee's qualifications, to the Port Director within five (5) working days of receipt of the layoff notice. Employees retreating to a lesser position shall be placed at the salary step representing the least loss of pay. In no case shall the salary be increased above that received in the position from which the employee was laid off.

Temporary, seasonal, and regular employees shall be laid off according to the needs of the service as determined by the Port Director.

In cases when there are two or more regular positions with the same job description from which the layoff is to be made, it shall be the Port Director's responsibility to consider the following criteria:

- 1. Overall tenor of past evaluations (evaluations in the most recent 60 days prior to layoff are excluded);
- 2. Seniority;
- 3. Input from the affected department supervisor.

ARTICLE 20: UNIFORMS

20.1 Uniforms

Employees in the classifications of Harbor Maintenance Worker I, Harbor Maintenance Worker II, Harbor Maintenance Worker III, and Supervising Harbor Maintenance Worker are required to wear a uniform while on duty, or when otherwise representing the Port District. The required uniform, along with any required uniform accessory items, shall be provided by the Port District. The Port District shall also provide for the cleaning, laundering and maintenance of said uniforms. The value of cleaning, laundering and maintenance of uniforms is \$140.00 per quarter. All uniforms and uniform accessory items provided by the Port District shall remain the property of the District and shall be returned upon separation of employment with the District.

The Port District shall report uniform expenses under this section in accordance with CalPERS regulations.

The employee shall be required to wear safety shoes whenever performing work in an industrial area of the Port District. Upon prior approval, the Port District shall reimburse the employee for said shoes at time of initial purchase and when replacement is required.

20.2 On Duty Appearance

The appearance and cleanliness of unit employees shall be maintained in keeping with Port District standards. Employees must comply with Port District standards in regards to appearance and cleanliness and must maintain a clothing standard that would be consistent with appropriate representation of the Port District.

ARTICLE 21: GRIEVANCE PROCEDURE

The Port District and Union agree that problems should be settled as promptly as possible and at the lowest supervisory level. This policy is to provide a procedure by which employees may formally claim that he/she has been affected by a violation, misapplication, or misinterpretation of a law, or Port District policy, rule, or regulation, or of the provisions of this MOU related to compensation.

Specifically excluded from the grievance procedure are:

- a. Subjects involving amendment or change of a Port Commission resolution, ordinance, or minute order;
- b. Dismissals, suspension, or reduction in rank or classification;
- c. Probationary dismissals upon original appointment;
- d. Content of performance evaluations, unless such content results in the denial of a salary increase under Section 11.1(b) or (c) of this MOU;
- e. Violation, misinterpretation, or misapplication of the Port District Ordinance code.
- f. Discrimination, retaliation, harassment or any other complaints under Equal Employment Opportunity law.
- g. Complaints under the jurisdiction of Workers' Compensation law or Occupational Injury law or the applicable procedures for such complaints.

Grievance Steps:

Step 1: Responsibility of Employee / Informal Resolution:

It shall be the employee's responsibility to initiate the grievance as promptly as possible. Any employee who believes he/she has a grievance shall present the evidence thereof orally to his/her immediate supervisor within five (5) working days after the employee knew, or reasonably should have known, of the circumstances which form the basis for the alleged grievance. The immediate supervisor shall hold discussions and attempt to resolve the matter within three (3) working days after the presentation of such evidence. It is the intent of this informal meeting that at least one personal conference be held between the employee and the immediate supervisor.

Step 2: Responsibility of Port Director:

If the grievance has not been resolved at Step 1, the grievant must present his/her grievance in writing on a form provided by the Port District (attached) to the Port Director within ten (10) working days after the occurrence of the act or omission giving rise to the grievance. The statement must include the following:

- a) A concise statement of the grievance including specific reference to any law, policy, rule, regulation and/or instruction deemed to be violated, misapplied or misinterpreted;
- b) A full explanation of the circumstances involved;
- c) The decision rendered by the immediate supervisor at Step 1;
- d) The specific remedy sought by the employee.

The Port Director shall communicate his/her decision within five (5) days after receiving the grievance. Decisions will be in writing setting forth the decision and the reasons therefore and will be transmitted promptly to all parties in interest. If the Hearing Officer does not respond within the time limits, the grievant may appeal to the next level. Time limits for appeal shall begin the day following receipt of written decision. Within the above time limits, either party may request a personal conference with the other.

Step 3: Port Commission:

In the event the grievant is not satisfied with the decision at Step 2, the grievant may appeal the decision in writing on the District form (attached) to the Port Commission within five (5) days. The statement shall include a copy of the original grievance; a copy of the written decision by the Port Director; and a clear and concise statement of the reasons for the appeal to Step 3. The Port Commission may refer the appeal to an ad hoc committee for review and recommendation.

Step 4: Public Hearing:

The Port Commission, as soon as possible at a regular monthly meeting of the Port Commission, shall schedule a hearing to formally receive the written grievance and the response thereto at each step and to hear evidence regarding the issue or issues. The Port Commission shall thereafter issue a written decision.

Basic Rules:

If an employee does not present the grievance, or does not appeal the decision rendered regarding the grievance within the time limits specified above, the grievance shall be considered resolved. Further, by agreement in writing, the parties may extend any and all time limitations of the grievance procedure.

ARTICLE 22: MANAGEMENT RIGHTS

The Port District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of California, and of the United States, including, but not limiting the generality of the foregoing, the right:

1. To set standards and levels of service;

- 2. To determine the procedures and standards of selection for employment and promotions;
- 3. To assign workers, including bargaining unit members, to do station maintenance, repair, painting and similar work;
- 4. To direct its workers;
- 5. To determine the methods and means to relieve its workers from duty because lack of funds or other lawful reasons;
- 6. To determine the methods, means and numbers and kinds of personnel by which Port District operations are to be conducted, including the right to contract or subcontract;
- 7. To determine methods of financing;
- 8. To determine the content of job descriptions;
- 9. To determine size and composition of the work force and allocate and assign work by which the Port District operations are to be conducted;
- 10. To determine and change the number of locations, relocations and types of operations, processes and materials to be used in carrying out all Port District functions;
- 11. To make all decision relating to merit, necessity or organization of Port District service;
- 12. To discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline workers in accordance with applicable laws;
- 13. To establish employee performance standards including, but not limited to, quality and standards, and to require compliance therewith;
- 14. To take necessary actions to carry out its mission in emergencies; and to exercise complete control and discretion over its organization and the technology of performing its work;
- 15. To take any and all steps necessary to discharge the Port District's responsibilities to provide for the safety of the public it serves and to provide employees with a safe working environment; provided, however, nothing herein shall preclude the Union from providing input, consulting and/or meeting and conferring with the Port District as required by law on such safety issues so long as such actions do not prevent the Port District from discharging these responsibilities.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Port District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this MOU and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the United States and the Constitution and laws of the State of California.

The exercise by the Port District through its Board of Port Commissioners and management representatives of its rights hereunder shall not in any way, directly or indirectly, be subject to any grievance procedure nor subject to meeting and conferring.

22.2 REOPENER ON PERSONNEL POLICIES

Without waiving any of the rights reserved to the Port District, the Port District and the Union agree to reopen negotiations, upon request by the Port District, over revisions and updates to the Port District's Personnel Policies Handbook.

ARTICLE 23: SEVERABILITY

In the event that any provision of this MOU be declared by a court of competent jurisdiction to be illegal or unenforceable, that provision of the MOU shall be null and void, but such nullification shall not affect any other provisions of this MOU, all of which other provisions shall remain in full force and effect.

ARTICLE 24: TERM OF AGREEMENT

This Agreement shall remain in full force and effect up to and including December 31, 2020, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no earlier than ninety (90) days prior to the expiration or subsequent contract anniversary and no later than sixty (60) days prior to the expiration or subsequent contract anniversary, of its request to modify, amend, or terminate the Agreement. If the parties enter into subsequent meeting and conferring regarding a successor agreement, the terms and conditions of this Agreement shall remain in effect until a successor Agreement is reached, or until meeting and conferring is concluded.

The terms of this Agreement shall be effective upon the adoption of this Agreement by the Board of Port Commissioners except as otherwise provided by specific sections of this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this _____ day of _____, 2019.

EMPLOYER:	UNION:
SANTA CRUZ PORT DISTRICT	OPERATING ENGINEERS LOCAL UNION NO. 3 of the International Union of Operating Engineers, AFL-CIO
Timothy L. Davis, Lead Negotiator	Name/Title
Marian Olin, Port Director	Name/Title
Holland MacLaurie, Administrative Services Manager	Name/Title

APPENDIX 1

SALARIES JANUARY 1, 2020, THROUGH DECEMBER 31, 2020

Santa Cruz Port District Salary Ranges Per Job Class January 1, 2020 through December 31, 2020

	2020				
Position	Salary Grade	Minimum Step 1	Maximum Step 7		
Supervising Harbor Dredge Worker	23	\$5,139	\$6,886		
Harbor Dredge Worker III	20	\$4,439	\$5,949		
Harbor Dredge Worker II	18	\$4,026	\$5,396		
Harbor Dredge Worker I	16	\$3,651	\$4,894		

Santa Cruz Port District OE3 Proposed Grade and Step Pay Plan Monthly

(January 1, 2020 - December 31, 2020)

<u>Step</u>	1	2	3	4	5	6	7
<u>Grade</u>							
14	\$3,312	\$3,476	\$3,651	\$3,835	\$4,026	\$4,228	\$4,439
15	\$3,476	\$3,651	\$3 <i>,</i> 835	\$4,026	\$4,228	\$4,439	\$4,661
16	\$3,651	\$3,835	\$4,026	\$4,228	\$4,439	\$4,661	\$4,894
17	\$3,835	\$4,026	\$4,228	\$4,439	\$4,661	\$4,894	\$5,139
18	\$4,026	\$4,228	\$4,439	\$4,661	\$4,894	\$5,139	\$5,396
19	\$4,228	\$4,439	\$4,661	\$4,894	\$5,139	\$5 <i>,</i> 396	\$5 <i>,</i> 665
20	\$4,439	\$4,661	\$4,894	\$5,139	\$5,396	\$5 <i>,</i> 665	\$5,949
21	\$4,661	\$4,894	\$5,139	\$5,396	\$5,665	\$5 <i>,</i> 949	\$6,246
22	\$4,894	\$5,139	\$5 <i>,</i> 396	\$5,665	\$5,949	\$6,246	\$6 <i>,</i> 558
23	\$5,139	\$5,396	\$5,665	\$5,949	\$6,246	\$6,558	\$6,886
24	\$5,396	\$5,665	\$5 <i>,</i> 949	\$6,246	\$6,558	\$6,886	\$7,231
25	\$5,665	\$5,949	\$6,246	\$6,558	\$6,886	\$7,231	\$7 <i>,</i> 592
26	\$5,949	\$6,246	\$6 <i>,</i> 558	\$6,886	\$7,231	\$7 <i>,</i> 592	\$7,972
27	\$6,246	\$6,558	\$6,886	\$7,231	\$7,592	\$7,972	\$8,370
28	\$6,558	\$6,886	\$7,231	\$7,592	\$7,972	\$8,370	\$8,789
29	\$6,886	\$7,231	\$7 <i>,</i> 592	\$7,972	\$8,370	\$8,789	\$9,228
30	\$7,231	\$7,592	\$7,972	\$8,370	\$8,789	\$9,228	\$9 <i>,</i> 690
31	\$7,592	\$7,972	\$8,370	\$8,789	\$9,228	\$9 <i>,</i> 690	\$10,174
32	\$7,972	\$8,370	\$8,789	\$9,228	\$9,690	\$10,174	\$10,683
33	\$8,370	\$8,789	\$9,228	\$9,690	\$10,174	\$10,683	\$11,217
34	\$8,789	\$9,228	\$9 <i>,</i> 690	\$10,174	\$10,683	\$11,217	\$11,778
35	\$9,228	\$9 <i>,</i> 690	\$10,174	\$10,683	\$11,217	\$11,778	\$12,367

Grade	Step	Grade
Width	Increment	Separation
34.01%	5.00%	5.00%

Steps 1-13 not shown

Side Letter Agreement Between Santa Cruz Port District And Operating Engineers Local Union No. 3

(October 23, 2018)

Pursuant to the provisions of the Meyers-Milias-Brown Act ("MMBA"), this Side Letter of Agreement (the "Side Letter Agreement"), related to the U.S. Supreme Court decision, *Janus v. AFSCME*, and California Senate Bill 866, is entered into on October 23, 2018, between the Santa Cruz Port District (the "Port District") and the Operating Engineers Local Union No. 3 (the "Union") as an amendment to the Memorandum of Understanding effective January 1, 2018 through December 31, 2019 ("MOU").

It is understood and agreed that the specific provisions contained in this Side Letter Agreement shall supersede any previous agreements, whether oral and written, regarding the matters contained herein. Except as provided herein, all wages, hours and other terms and conditions of employment presently enjoyed by the Union in the MOU shall remain in full force and effect.

The Port District and the Union have met and conferred in good faith in accordance with the MMBA, concerning the terms and conditions of this Side Letter Agreement and its implementation and agree to the following:

(A) Section 3.4 (Enforcement/Separability), Section 3.5 (Indemnify and Hold Harmless), and Section 3.6 (Payroll Deductions and Payover) under ARTICLE 3 (Union Security) of the MOU are removed; and

(B) Sections 3.2 (Union Dues) and 3.3 (Exclusions) of the MOU shall be replaced with the following:

3.2 Payroll Deductions

3.2.1 Payroll Deductions

The Port District shall deduct Union membership dues and any other mutually agreedupon, payroll deductions, to the extent permitted by law, from the monthly pay of each member employee. The Union will provide the Port District with information regarding the amount of dues deductions and the list of Union member employees who have affirmatively consented to or authorized dues deductions.

The Port District shall remit the deducted dues and any other mutually agreed payroll deduction, to the extent permitted by law, to the Union as soon as possible after the deduction.

The Port District agrees to direct each member employee to the Union with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction, to the extent permitted by law.

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The Union is responsible for providing the Port District with timely information regarding changes to member employees' dues and any other lawful union-related payroll deduction.

3.2.2 Union's Certification

The Port District shall make payroll deductions in reliance on the Union's certification certifying that the Union has and will maintain an authorization, signed by each member employee who affirmatively consents to pay Union membership dues. Similarly, The Port District shall only cancel or modify any membership dues or any other mutually agreed payroll deduction, to the extent permitted by law, for any member employees in reliance on the information provided by the Union.

3.3 Indemnification

The Union shall indemnify, defend, protect and hold harmless the Port District and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees and court costs) arising from the application of any provisions under Section 3.2, including, but not limited to, any claims made by any member employees for the membership dues deductions the Port District made in reliance on the Union's certification, and any claims made by any member employees for any deduction cancellation or modification the Port District made in reliance on the Union.

In the event any such action or proceeding is brought against the Port District by reason of any such claim, the Union, upon notice from the Port District, covenants to defend such action or proceeding by counsel reasonably satisfactory to the Port District. Further, the Union agrees to indemnify and hold harmless the Indemnitees for any loss or damage arising from the Union's actions or inactions under Section 3.2.

Operating Engineers Local Union No. 3	Santa Cruz Port District
Date: 091918	Date: 10 23-18
By: Michael Moore (R	By: Maria ().
[Name]	[Name]
Date:	Date:
By:	By:
[Name]	[Name]

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JOB DESCRIPTION

Harbor Dredge Worker I

Date Prepared: January 20198

SUMMARY: Under basic supervision, performs semi-skilled general labor and maintenance tasks for Santa Cruz Port District (District) buildings, grounds, landscaping, docks, lift stations, dredge, and other harbor facilities, equipment, and infrastructure; performs work in accordance with all safety regulations and procedures.

ESSENTIAL FUNCTIONS: -- Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:

- Operates specialized equipment and performs manual labor tasks in order to maintain a clean, safe, attractive and user-friendly District harbor; maintains buildings, grounds, landscaping, docks, lift stations, dredge, and other harbor facilities and infrastructure; follows all safety rules and regulations to minimize risk of accidents; duties may vary according to job assignment and experience.
- Performs a variety of harbor maintenance activities, including cleaning facilities and equipment, landscaping maintenance, and pesticide and herbicide applications; cleans up trash and debris; sweeps and cleans harbor facilities, grounds, and adjacent areas.
- Performs basic maintenance and repairs on harbor facilities and buildings as directed; performs basic carpentry, plumbing, electric, painting, and masonry tasks; maintains and repairs mechanical and plumbing systems, dredge equipment, lift stations, sewer and water lines
- Performs basic inspection and maintenance on tools, equipment, harbor services equipment, and motorized machinery; performs minor repairs within scope of authority and training.
- Operates vehicles and equipment in accordance with all safety regulations and procedures; reports mechanical problems requiring additional repair.
- Cleans work area of debris; disposes of all material in accordance with District policy and safety standards
- Checks facilities, <u>dredge yard</u> and grounds for unsafe conditions; clears hazards and dangerous areas; reports safety conditions, security issues, and illegal activities; reports problems and emergency situations.
- Utilizes proper safety precautions in all work performed; reports problems and emergency situations; recognizes and reports unsafe acts, conditions, accidents, and injuries.
- Responds to emergencies as directed and performs tasks in the interest of public safety and property protection during emergencies.
- Cross-trains in a variety of work methods, and the use and maintenance of District equipment and tools.
- Supports the relationship between the District and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and District staff; maintains confidentiality of work-related issues and District information; performs other duties as required or assigned.
- Operate a personal computer for research of parts, tools and ordering.
- Working over and in the water, on boats and docks.
- Understand and follow written and oral instructions and communicate clearly both orally and in writing.

MINIMUM QUALIFICATIONS:

Education, Training and Experience Guidelines:

High School Diploma or GED equivalent; AND one year of experience in building and grounds maintenance; OR an equivalent combination of education, training, and experience.

Knowledge of:

- District policies and procedures.
- Tools and equipment used in grounds and facilities maintenance.
- District safety rules and regulations.
- Safety rules and regulations, occupational hazards, and safety precautions in public facilities.
- Techniques and procedures for repair and maintenance of public buildings, harbors, and infrastructure.

Skill in:

- Operating and maintaining power and hand tools and motorized equipment in a safe and effective manner.
- Basic use of chemicals and cleaning compounds.
- Performing basic semi-skilled buildings and grounds maintenance work.
- Using basic repair and maintenance methods on electrical, plumbing, and mechanical systems.
- Performing manual labor tasks, including lifting and carrying heavy objects.
- Closely following verbal and written instructions and procedures.
- Establishing and maintaining cooperative working relationships with co-workers.
- Communicating effectively verbally, and in writing, and over VHF radio.

LICENSE AND CERTIFICATION REQUIREMENTS:

A valid California State Driver's License is required.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed outdoors with exposure to inclement weather and varying temperatures; required to perform moderate physical work, and lift and carry up to 50 pounds. The ability to tread water for at least five minutes and self-rescue. Must be able to perform job duties with physical dexterity for prolonged periods of time – standing, walking, stooping, kneeling, twisting, crouching, squatting, reaching, and lifting overhead.

JOB DESCRIPTION

Harbor Dredge Worker II

Date Prepared: January 20198

SUMMARY: Under basic supervision, performs semi-skilled to skilled labor and maintenance tasks for Santa Cruz Port District (District) buildings, grounds, landscaping, docks, lift stations, dredge, and other harbor facilities and infrastructure; performs work in accordance with all safety regulations and procedures.

ESSENTIAL FUNCTIONS: -- Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:

- Operates a variety of specialized equipment and performs manual labor tasks in order to maintain a clean, safe, attractive and user-friendly District harbor; maintains buildings, grounds, landscaping, docks, lift stations, dredges, and other harbor facilities and infrastructure; follows all safety rules and regulations to minimize risk of accidents; duties may vary according to job assignment and experience.
- Inspects and maintains tools and equipment, including motorized machinery; performs minor repairs within scope of authority and training.
- Operates and maintains a variety of vehicles and light to heavy equipment in accordance with all safety regulations and procedures; reports mechanical problems requiring additional repair.
- Monitors work site to assure that safety rules and regulations are followed, and that the work zone and all
 equipment are in safe operating condition; cleans work area of debris; disposes of all material in accordance
 with District policy and safety standards
- Checks facilities, <u>dredge vard</u> and grounds for unsafe conditions; clears hazards and dangerous areas; reports safety conditions, security issues, and illegal activities; reports problems and emergency situations.
- Utilizes proper safety precautions in all work performed; reports problems and emergency situations; recognizes and reports unsafe acts, conditions, accidents, and injuries.
- Responds to emergencies as directed and performs tasks in the interest of public safety and property protection during emergencies.
- Cross-trains in a variety of work methods, and the use and maintenance of District equipment and tools.
- Supports the relationship between the District and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and District staff; maintains confidentiality of work-related issues and District information; performs other duties as required or assigned.

If assigned to Facilities Maintenance:

- Performs a variety of harbor maintenance activities, including cleaning and repairing facilities and equipment, landscaping maintenance, and pesticide and herbicide applications; cleans up trash and debris; sweeps and cleans harbor facilities, grounds, and adjacent areas.
- Maintains, repairs, and renovates harbor facilities and buildings as directed; performs carpentry, plumbing, electric, painting, and masonry tasks; maintains and repairs mechanical and plumbing systems, dredge equipment, lift stations, sewer and water lines.
- Checks facilities and equipment to verify proper operating conditions and identify maintenance needs; repairs equipment and components, and performs preventive maintenance on electrical, plumbing, mechanical and electromechanical equipment and components as needed.

- Performs skilled labor in the inspection, maintenance, preventive maintenance, renovation, and repair of buildings, grounds, landscaping, docks, lift stations, and other harbor facilities and infrastructure; identifies and reports vehicle and equipment problems requiring additional repair.
- Reads and interprets basic plans for repair and maintenance work; develops materials lists; makes accurate measurements.
- Operates skiff, dinghies and other vessels in performance of duties.

If assigned to Dredging Operations:

- Participates in operations of hydraulic/suction dredge and associated equipment to maintain safe passage depths through the harbor entrance channel and within inner harbor; maintains and repairs motors and engines, and mechanical, hydraulic, and electrical systems on the dredge; operates tug and tug crane to position pipes and move anchors.
- Uses welding skills to perform structural and cosmetic repairs to dredging equipment.
- Operates workboat (tug) and tug crane to position pipes and move anchors.

MINIMUM QUALIFICATIONS:

Education, Training and Experience Guidelines:

High School Diploma or GED equivalent; AND three years of experience in building and grounds maintenance, preferably with the District; OR an equivalent combination of education, training, and experience.

Knowledge of:

- District policies and procedures.
- Tools and equipment used in grounds and facilities maintenance.
- Federal, state and District safety rules and regulations.
- Safety rules and regulations, occupational hazards, and safety precautions in public facilities.
- Techniques and procedures for repair and maintenance of public buildings, harbors, and infrastructure.
- Federal and state safety rules and regulations, including OSHA requirements.

Skill in:

- Operating and maintaining power and hand tools and motorized equipment for prolonged periods of time in a safe and effective manner.
- Safe use of chemicals and cleaning compounds.
- Performing a wide variety of semi-skilled dredging and/or buildings and grounds maintenance work.
- Using basic repair and maintenance methods on electrical, plumbing, and mechanical systems.
- Performing manual labor tasks, including lifting and carrying heavy objects.
- Closely following verbal and written instructions and procedures.
- Establishing and maintaining cooperative working relationships with co-workers.
- Communicating effectively verbally, and in writing, and over VHF radio.
- Operate a personal computer.

LICENSE AND CERTIFICATION REQUIREMENTS:

A valid California State Driver's License is required.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed outdoors with exposure to inclement weather and varying temperatures; required to perform moderate physical work, and lift and carry up to 50 pounds. Must be able to work over and in water, swim and tread water for at least five minutes and self-rescue. <u>Must be able to perform job duties with physical</u>

dexterity for prolonged periods of time – standing, walking, stooping, kneeling, twisting, crouching, squatting, reaching, and lifting overhead.

JOB DESCRIPTION

Harbor Dredge Worker III

Date Prepared: January 20198

SUMMARY: Under basic supervision, performs skilled labor tasks for Santa Cruz Port District (District), including harbor dredging and maintaining and repairing harbor facilities and infrastructure; works independently, and makes appropriate decisions based on work experience and training.

ESSENTIAL FUNCTIONS: -- Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:

- Operates a variety of specialized equipment <u>including dredge equipment</u> and performs skilled labor tasks in order to maintain a clean, safe, attractive, <u>functional</u> and user-friendly District harbor; follows all safety rules and regulations to minimize risk of accidents; duties may vary according to job assignment and experience.
- Works independently and makes appropriate decisions based on work experience and training; examines equipment malfunctions and troubleshoots actual and potential problems; repairs, disassembles, rebuilds and adjusts equipment and components; fabricates and reconditions parts as needed; assures equipment functions meet job specifications and technical codes.
- Monitors work sites to verify that the work zone and all equipment are in safe operating condition and assure that safety rules and regulations are followed; verifies maintenance and repair issues are properly identified, addressed, and resolved; operates a variety of specialized equipment in accordance with all safety regulations and procedures.
- Checks facilities and equipment to verify proper operating conditions and identify maintenance needs; repairs equipment and components, and performs preventive maintenance on electrical, mechanical and electromechanical equipment and components as needed.
- Checks facilities, <u>dredge yard</u> and grounds for unsafe conditions; clears hazards and dangerous areas; reports safety conditions, security issues, and illegal activities; reports problems and emergency situations.
- Utilizes proper safety precautions in all work performed; reports problems and emergency situations; recognizes and reports unsafe acts, conditions, accidents, and injuries.
- Responds to emergencies as directed and performs tasks in the interest of public safety and property protection during emergencies.
- Assists in training staff in the use and maintenance of District equipment and tools.
- Supports the relationship between the District and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and District staff; maintains confidentiality of work-related issues and District information; performs other duties as required or assigned.

If assigned to Facilities Maintenance:

- Checks facilities and equipment to verify proper operating conditions and identify maintenance needs; repairs equipment and components, and performs preventive maintenance on electrical, plumbing, mechanical and electromechanical equipment and components as needed.
- Performs skilled labor in the inspection, maintenance, preventive maintenance, renovation, and repair of buildings, grounds, landscaping, docks, lift stations, and other harbor facilities and infrastructure; identifies and reports vehicle and equipment problems requiring additional repair.
- Reads and interprets basic plans for repair and maintenance work; develops materials lists; makes accurate measurements.
- Operates skiff, dinghies and other vessels in performance of duties.

If assigned to Dredging Operations:

- Operates hydraulic/suction dredge and associated equipment to maintain safe passage depths through the harbor entrance channel and within inner harbor; maintains and repairs motors and engines, and mechanical, hydraulic, and electrical systems on the dredge.
- Uses welding <u>and torch cutting</u> skills to perform structural and cosmetic repairs to <u>repair and maintain</u> dredging equipment <u>and pipeline</u>, and fabricate parts.
- •___Operates workboat (tug) and tug crane to position pipes and move anchors.
- Operates heavy equipment necessary for dredge operations such as bulldozers, backhoes, forklifts and winch systems.
- Operates crane.

MINIMUM QUALIFICATIONS:

Education, Training and Experience Guidelines:

High School Diploma or GED equivalent; AND seven years of experience in <u>dredging or heavy</u> equipment operations; OR an equivalent combination of education, training, and experience. Marine operations experience is required.

Knowledge of:

- District policies and procedures.
- Methods, materials, and standards used to install, test, maintain, and repair a variety of marine equipment and electromechanical components.
- Methods, materials, tools, <u>rigging</u> and equipment used in specialized equipment and harbor maintenance.
- Methods, materials, tools, <u>rigging</u> and equipment used in hydraulic dredging and marine equipment maintenance.
- Federal, state and District safety rules and regulations.
- State and federal regulations and District policies governing harbor and marine operations.
- Safety rules and regulations, occupational hazards, and safety precautions in public facilities.
- Techniques and procedures for repair and maintenance of public buildings, harbors, and infrastructure.
- Federal and state safety rules and regulations, including OSHA requirements.

Skill in:

- Using specialized tools and equipment to perform skilled electrical and mechanical repair work, including marine <u>diesel</u> engines, pumps, and hydraulic systems.
- Making operating adjustments and repairs to heavy equipment and components.

- Operating and maintaining power and hand tools and motorized equipment for a prolonged period of time in a safe and effective manner.
- Performing a wide variety of heavy equipment operations and maintenance work.
- •___Inspecting equipment and facilities, and identifying maintenance and repair problems.
- Operating a wide variety of vessels.
- Using experienced repair and maintenance methods on electrical, plumbing, and mechanical systems, <u>hydraulic pumps and diesel engines</u>.
- Performing basic math calculations.
- Promoting and enforcing safe work practices.
- Closely following verbal and written instructions and procedures.
- Deploying proper containment and clean-up methods protective of the environment to stop, contain and clean-up hazardous materials spills.
- Establishing and maintaining cooperative working relationships with co-workers.
- Utilizing a computer workstation.
- Communicating effectively verbally, and in writing, and over VHF radio.

LICENSE AND CERTIFICATION REQUIREMENTS:

A valid California State Driver's License is required. A <u>minimum of two a</u>dditional technical training and certification(s) are required, e.g. certification as a Crane Operator, Welder, SCUBA Diver, Electrician, Plumber and/or other specialties as approved by the Port District. Some certifications are subject to drug and alcohol screening in accordance with Department of Transportation (DOT) requirements.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed outdoors with exposure to inclement weather and varying temperatures; required to perform moderate physical work, and lift and carry up to 50 pounds. Must be able to work over and in water, swim and tread water for at least five minutes and self-rescue. <u>Must be able to perform job duties with physical dexterity for prolonged periods of time – standing, walking, stooping, kneeling, twisting, crouching, squatting, reaching, and lifting overhead.</u>

JOB DESCRIPTION

Supervising Harbor Dredge Worker

Date Prepared: January 20198

SUMMARY: Under general supervision, supervises staff of the Santa Cruz Port District (District) Maintenance work group, including dredging operations, and maintenance and repair of harbor facilities and infrastructure; works independently, and makes appropriate decisions based on work experience and training.

ESSENTIAL FUNCTIONS: -- Essential functions, as defined under the Americans with Disabilities Act, may include any of the following representative duties, knowledge, and skills. This is not a comprehensive listing of all functions and duties performed by incumbents of this class; employees may be assigned duties which are not listed below; reasonable accommodations will be made as required. The job description does not constitute an employment agreement and is subject to change at any time by the employer. Essential duties and responsibilities may include, but are not limited to, the following:

- Monitors staff activities, and verifies staff maintain a clean, safe, attractive, and user-friendly District harbor, in compliance with state and federal regulations, and District policies and procedures; duties may vary according to job assignment and experience.
- Supervises the daily activities of assigned staff; deploys staff and monitors work, develops staff skills, and evaluates performance; meets regularly with staff to discuss and resolve workload and technical issues; trains staff on work methods, procedures, and techniques.
- Works independently and makes appropriate decisions based on work experience and training; examines
 equipment malfunctions and troubleshoots actual and potential problems; repairs, disassembles, rebuilds
 and adjusts equipment and components; fabricates and reconditions parts as needed; assures equipment
 functions meet job specifications and technical codes.
- Performs work as needed to meet workload demands; enforces and follows all safety rules and regulations to minimize risk of accidents.
- Monitors work sites to verify that the work zone and all equipment are in safe operating condition, and assure that safety rules and regulations are followed; verifies maintenance and repair issues are properly identified, addressed, and resolved; operates a variety of specialized equipment in accordance with all safety regulations and procedures.
- Checks District facilities, <u>dredge yard</u>, vessels, equipment and grounds for unsafe conditions; clears hazards and dangerous areas; reports safety conditions, security issues, and illegal activities; reports problems and emergency situations.
- Prepares shop drawings and materials lists for use by assigned crews.
- Maintains records of work performed;
- Utilizes proper safety precautions in all work performed; reports problems and emergency situations; recognizes and reports unsafe acts, conditions, accidents, and injuries.
- Responds to emergencies as directed and performs tasks in the interest of public safety and property protection during emergencies.
- Trains staff in the use and maintenance of District equipment and tools.
- Supports the relationship between the District and the general public by demonstrating courteous and cooperative behavior when interacting with visitors and District staff; maintains confidentiality of work-related issues and District information; performs other duties as required or assigned.

If assigned to Facilities Maintenance:

- Checks facilities and equipment to verify proper operating conditions and identify maintenance needs; repairs equipment and components, and performs preventive maintenance on electrical, plumbing, mechanical and electromechanical equipment and components as needed.
- Operates skiff, dinghies and other vessels in performance of duties.
- Reads and interprets plans and specifications for work in assigned areas.

If assigned to Dredging Operations:

- Operates hydraulic/suction dredge and associated equipment to maintain safe passage depths through the harbor entrance channel and within inner harbor; maintains and repairs motors and engines, and mechanical, hydraulic, and electrical systems on the dredge.
- Uses welding <u>and torch cutting</u> skills to perform structural and cosmetic repairs to <u>repair and maintain</u> dredging equipment <u>and pipeline</u>, and fabricate parts.
- •___Operates workboat (tug) and tug crane to position pipes and move anchors.
- Operates heavy equipment necessary for dredge operations such as bulldozers, backhoes, forklifts and winch systems.
- Operates crane.

MINIMUM QUALIFICATIONS:

Education, Training and Experience Guidelines:

High School Diploma or GED equivalent; AND seven years of experience in <u>dredging or heavy</u> equipment operations; OR an equivalent combination of education, training, and experience. Marine operations experience is required.

Knowledge of:

- District policies and procedures.
- Methods, materials, and standards used to install, test, maintain, and repair a variety of marine equipment and electromechanical components.
- Methods, materials, tools, <u>rigging</u> and equipment used in specialized equipment and harbor facility maintenance.
- Methods, materials, tools, <u>rigging</u> and equipment used in hydraulic dredging and marine equipment maintenance.
- Federal, state and District safety rules and regulations.
- Environmental regulations relating to harbor and marine operations and maintenance.
- Safety rules and regulations, occupational hazards, and safety precautions in public facilities.
- Techniques and procedures for repair and maintenance of public buildings, harbors, and infrastructure.
- Federal and state safety rules and regulations, including OSHA requirements.

Skill in:

- Supervising the maintenance of the Harbor and District facilities, and using a variety of marine equipment.
- Interpreting and explaining federal and state rules and regulations, and District policies and procedures.
- Supervising staff, delegating tasks and authority, and coaching to improve staff performance.
- Using specialized tools and equipment to perform skilled electrical and mechanical repair work, including marine <u>diesel</u> engines, pumps, and hydraulic systems.
- Making operating adjustments and repairs to heavy equipment and components.
- Operating and maintaining power and hand tools and motorized equipment in a safe and effective manner.
- Performing a wide variety of heavy equipment operations and maintenance work.
- •___Inspecting equipment and facilities, and identifying maintenance and repair problems.

- Operating a wide variety of vessels.
- Using experienced repair and maintenance methods on electrical, plumbing, and mechanical systems, hydraulic pumps and diesel engines.
- Deploying proper containment and clean-up methods protective of the environment to stop, contain and clean-up hazardous materials spills.
- Promoting and enforcing safe work practices.
- Utilizing a personal computer to prepare and edit basic spreadsheets, memos and email.
- Following and explaining verbal and written instructions and procedures.
- Establishing and maintaining cooperative working relationships with co-workers.
- Communicating effectively verbally, <u>and</u> in writing, and over VHF radio.

LICENSE AND CERTIFICATION REQUIREMENTS:

A valid California State Driver's License is required. A <u>minimum of two a</u>dditional technical training and certification(s) are required, e.g. certification as a Crane Operator, Welder, SCUBA Diver, Electrician, Plumber and/or other specialties as approved by the Port District. Some certifications are subject to drug and alcohol screening in accordance with Department of Transportation (DOT) requirements.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT:

Work is performed outdoors with exposure to inclement weather and varying temperatures; required to perform moderate physical work, and lift and carry up to 50 pounds. Must be able to work over and in water, swim and tread water for at least five minutes and self-rescue. <u>Must be able to perform job duties with physical dexterity for prolonged periods of time – standing, walking, stooping, kneeling, twisting, crouching, squatting, reaching, and lifting overhead.</u>

Santa Cruz Port District 135 5th Avenue Santa Cruz, CA 95062 831.475.6161 831.475.9558 Fax www.santacruzharbor.org



PORT COMMISSIONERS: Toby Goddard Dennis Smith Stephen Reed Darren Gertler Neli Cardoso

TO: Port Commission

FROM: Marian Olin, Port Director

DATE: December 10, 2019

SUBJECT: Approval of Resolution 19-12 – Approving an Amended, Consolidated Salary Schedule for Represented Employees and Unrepresented Employees

<u>Recommendation</u>: Approve of Resolution 19-12, approving an amended, consolidated salary schedule for represented and unrepresented employees of the Santa Cruz Port District effective January 1, 2020.

BACKGROUND

The Port Commission will consider approval of a one-year Memorandum of Understanding with Operating Engineers Local No. 3 (OE3) at tonight's meeting. OE3's current 2-year contract ends December 31, 2019. If approved, the new labor contract provides for a 2% salary increase for dredge workers effective January 1, 2020.

The 3-year Memorandum of Understanding with the Harbor Employees Association (HEA) ends December 31, 2020. That MOU provided for a 1.5% salary increase effective January 1, 2020. Negotiators have reached tentative agreement with HEA to increase employee salaries by an additional one-half of one percent to bring the total salary increase to 2% effective January 1, 2020.

Additionally, California law mandates an increase to minimum wage from \$12 to \$13 per hour effective January 1, 2020, and changes to other unrepresented provisional positions are recommended based on internal equities.

ANALYSIS

Staff recommends approval of Resolution 19-12 (Attachment A), which amends the salary schedules for represented and unrepresented positions; and, consolidates the salary schedule based on the agreements between the Port District employee bargaining groups as summarized below:

- 1. Salaries:
 - a. Operating Engineers Local No. 3: Effective January 1, 2020, implement a 2% increase to the Grade and Step Plan.
 - b. Harbor Employees Association: Effective January 1, 2020, implement a one-half of one percent increase amending the Grade and Step Plan in the Memorandum of Understanding ending December 31, 2020.
 - c. Unrepresented Employees: Increase wages to align with California minimum wage standards effective January 1, 2020, and increase the pay rate for the Harbor

Maintenance Worker positions by one-half of one percent and Harbor Dredge Worker positions by 2%.

Resolution 19-12 is included as Attachment A, and Exhibit 1 to the resolution contains the actual salary schedule. The salary schedule consolidates all current classifications and contract employees, including those represented by the various bargaining units and currently adopted Memoranda of Understanding (MOU) and any amendments for represented employees and those for unrepresented employees.

IMPACT ON PORT DISTRICT RESOURCES

Approving the consolidated salary schedule does change or alter financial impacts associated with the represented labor agreements. ¹ The maximum benefited cost increases over the prior year for Operating Engineers' Local No. 3 and Harbor Employees Association are calculated below.

Operating Engineers Local No. 3

COST INCREASES OVER PRIOR YEAR

	2020
SALARIES	\$ 7,980
OVERHEAD (54.64%)	\$ 4,360
	\$ 12,341
% OF TOTAL BUDGET	0.133%
	1-YR TOTAL: \$ 12,341

Harbor Employees Association

HARBOR EMPLOYEES ASSOCIATION

COST INCREASES OVER 2020 STEP/GRADE PLAN

		2020
SALARIES	\$	7,025
OVERHEAD (54.64%)	\$	3,839
	\$	10,864
% OF TOTAL BUDGET		0.118%
	1-	YR TOTAL:

¹ Harbor Employees' Association 3-year MOU effective January 1, 2018, was approved by the Port Commission on December 12, 2017; Operating Engineers Local No. 3 1-year MOU effective January 1, 2020, is pending approval at tonight's meeting.

Unrepresented Employees

The cost of the California minimum wage increase cost is anticipated to be nominal. It impacts approximately eight current part-time employees. The majority of unrepresented employees currently earn an hourly wage that is greater than or equal to the new minimum. The FY21 budget will include anticipated increases to hourly wages within the established schedule.

The actual cost to the Port District is estimated to be lower because not all represented or unrepresented employees have progressed to the top step of the salary schedule, and the benefit factor used is higher than actual due to varying medical plan choices and premiums, and workers' compensation rates.

ATTACHMENT – A. Resolution 19-12 – Consolidating and adopting amendments to the salary schedule for represented and unrepresented Santa Cruz Port District employees

Santa Cruz Port District **Resolution 19-12** December 17, 2019

ON THE MOTION OF_____

DULY SECONDED BY_____

A resolution of the Santa Cruz Port District Commission adopting amendments to the salary schedule.

WHEREAS, pursuant to California Government Code 20636(b)(1), the Port Commission shall periodically adopt a pay schedule for all Port District employees; and

WHEREAS, the Government Code of Regulations (CCR) Section 570.5 further clarifies that the pay schedule be approved and adopted by the governing body; and

WHEREAS, the pay schedule consolidates all of the currently approved salaries and amendments from the various Memoranda of Understanding for contract, represented and unrepresented employees; and

WHEREAS, the amendment updates the represented salary schedule effective January 1, 2020, to increase salaries 2% for dredge workers represented by Operating Engineers Local No. 3 and any unrepresented provisional employee(s); one-half of 1% for Harbor Employees' Association employees and any unrepresented provisional employee(s); and, adjust minimum wage from \$12 to \$13 per hour for unrepresented employees. The salary schedule consolidates all current classifications and contract employees.

NOW THEREFORE, BE IT RESOLVED, that the Santa Cruz Port District Commission does hereby adopt the consolidated salary schedule (Exhibit 1) which reflects the salary schedule amendments for unrepresented positions.

PASSED AND ADOPTED by the Santa Cruz Port Commission, this 17th day of December, 2019, by the following vote:

AYES		
NOES		
ABSENT		
	APPROVED BY:	
	Dennis Smith, Chairman	

		Bargaining	Salary			Monthly 8	Monthly Salary Range/Step*	nge/Step*		
Effective	Position	Group	Grade	1	2	e	4	2	9	7
1/1/2020	Accounting Technician I	HEA	20	\$4,439	\$4,661	\$4,894	\$5,139	\$5,396	\$5,665	\$5,949
1/1/2020	=	HEA	22	\$4,894	\$5,139	\$5,396	\$5,665	\$5,949	\$6,246	\$6,558
1/1/2020	Administrative Assistant I	HEA	20	\$4,439	\$4,661	\$4,894	\$5,139	\$5,396	\$5,665	\$5,949
1/1/2020	Administrative Services Manager	HMG	30	\$7,195	\$7,555	\$7,932	\$8,329	\$8,746	\$9,184	\$9,644
1/1/2020	Assistant Harbormaster	HEA	24	\$5,396	\$5,665	\$5,949	\$6,246	\$6,558	\$6,886	\$7,231
1/1/2020	Boatyard Crew	HEA	17	\$3,835	\$4,026	\$4,228	\$4,439	\$4,661	\$4,894	\$5,139
1/1/2020	Boatyard Supervisor	HEA	22	\$4,894	\$5,139	\$5,396	\$5,665	\$5,949	\$6,246	\$6,558
1/1/2020	Customer Service Representative	HEA	19	\$4,228	\$4,439	\$4,661	\$4,894	\$5,139	\$5,396	\$5,665
1/1/2020	Deputy Harbormaster	HEA	20	\$4,439	\$4,661	\$4,894	\$5,139	\$5,396	\$5,665	\$5,949
1/1/2020	Facilities Coordinator	HEA	19	\$4,228	\$4,439	\$4,661	\$4,894	\$5,139	\$5,396	\$5,665
1/1/2020	Facilities Maintenance and Eng Manager	HMG	30	\$7,195	\$7,555	\$7,932	\$8,329	\$8,746	\$9,184	\$9,644
1/1/2019	Harbor Dredge Worker I	OE3	16	\$3,651	\$3,835	\$4,026	\$4,228	\$4,439	\$4,661	\$4,894
1/1/2019	Harbor Dredge Worker II	OE3	18	\$4,026	\$4,228	\$4,439	\$4,661	\$4,894	\$5,139	\$5,396
1/1/2019	_	OE3	20	\$4,439	\$4,661	\$4,894	\$5,139	\$5,396	\$5,665	\$5,949
1/1/2020	(er l	HEA	16	\$3,651	\$3,835	\$4,026	\$4,228	\$4,439	\$4,661	\$4,894
1/1/2020	Harbor Maintenance Worker II	HEA	18	\$4,026	\$4,228	\$4,439	\$4,661	\$4,894	\$5,139	\$5,396
1/1/2020	Harbor Maintenance Worker III	HEA	20	\$4,439	\$4,661	\$4,894	\$5,139	\$5,396	\$5,665	\$5,949
1/1/2020	Harbormaster	HMG	30	\$7,195	\$7,555	\$7,932	\$8,329	\$8,746	\$9,184	\$9,644
1/1/2020	Parking Coordinator	HEA	19	\$4,228	\$4,439	\$4,661	\$4,894	\$5,139	\$5,396	\$5,665
7/1/2019	Port Director	NA	NA	\$9,167	NA	NA	NA	NA	NA	\$13,085
1/1/2020	Senior Deputy Harbormaster	HEA	22	\$4,894	\$5,139	\$5,396	\$5,665	\$5,949	\$6,246	\$6,558
1/1/2019	Supervising Harbor Dredge Worker	OE3	23	\$5,139	\$5,396	\$5,665	\$5,949	\$6,246	\$6,558	\$6,886
1/1/2020	Supervising Harbor Maintenance Worker	HEA	22	\$4,894	\$5,139	\$5,396	\$5,665	\$5,949	\$6,246	\$6,558
							24 25 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2			

'Ranges shown are paid semi-monthly

Bargaining Groups:

HMG = Harbor Management Group HEA = Harbor Employees Association OE3 = Operating Engineers Local No. 3

2019 Unrepresented Positions Hourly and Salary Pay Rates (Part-time / Temporary / Seasonal / Provisional) Santa Cruz Port District Effective January 1, 2020

	Hourly Rate	Hourly Rate Semi-Monthly	Monthly S	Monthly Salary Semi-	
	Pa	Payroll	MONUN	y rayroll	
	SCPD	SCPD	SCPD	CPD SCPD	Salary
Job Classification*	Minimum	Maximum	Minimum	Maximum	Grade(s)
Boatyard Worker**	\$13.00	\$17.50			
Dredge Monitor / Dredge Services	\$13.00	\$16.00			
Dredge Monitor / Dredge Services II	\$13.00	\$18.00			
Front Desk Customer Service / Office Assistant	\$13.00	\$25.88			
Janitorial	\$13.00	\$15.00			
Harbor Dredge Worker I - Provisional	\$21.06	\$28.23	\$3,651	\$4,894	16
Harbor Dredge Worker II - Provisional	\$23.23	\$31.13	\$4,026	\$5,396	18
Harbor Dredge Worker III**	\$25.61	\$34.32	\$4,439	\$5,949	20
Harbor Maintenance Worker I - Provisional	\$21.06	\$28.23	\$3,651	\$4,894	16
Harbor Maintenance Worker II /III - Provisional	\$23.23	\$34.32	\$4,026	\$5,949	18-20
Marina Management Specialist**	\$30.00	\$40.00			
Operations Assistant	\$13.00	\$18.00			
Reserve Deputy Harbormaster / Operations Officer**	\$23.66	\$31.71			
Parking Control / Water Taxi Crew	\$13.00	\$15.00			
Water Taxi Operator**	\$13.00	\$18.00			

*Employees working out of classification shall be paid their normal hourly pay rate, unless a differential hourly pay rate has been established.

**Positions designated as eligible to be filled by retired annuitants for limited duration in accordance with PERL Sections 7522.56-57.

Santa Cruz Port District 135 5th Avenue Santa Cruz, CA 95062 831.475.6161 831.475.9558 Fax www.santacruzharbor.org



PORT COMMISSIONERS: Toby Goddard Dennis Smith Stephen Reed Darren Gertler Neli Cardoso

TO: Port Commission

FROM: Marian Olin, Port Director

DATE: December 9, 2019

SUBJECT: Consider Award / Rejection of Contract for Construction of Vessel Display Cradle at Santa Cruz Harbor

<u>Recommendation:</u> 1. Reject the bid proposal by Tyman Construction (\$72,162.45), and; 2. Authorize staff to publicly re-bid the project.

BACKGROUND

The Port District owns a small, gaff-rigged felucca sailing boat named *Pappy*, which was formerly owned by local author, artist, aviator, educator and boater, Ed Larson. The Commission wishes to prominently display the vessel, which was restored in 2016, and appointed an ad hoc committee to work toward that goal.

The Port Commission reviewed the design plans prepared by Hogan Land Services at its regular public meeting in October, and authorized staff to put the project out to public bid.

A Request for Proposals was issued, with bids due on December 3, 2019.

ANALYSIS

One bid was submitted by Tyman Construction in the amount of \$72,162.45. Tyman Construction has been in operation for 3 years, and holds current Class A and Class B licensing.

However, staff cannot recommend award of the contract as proposed to Tyman Construction as the bid price is too high, exceeding the engineer's estimate by more than \$20,000. Staff recommends rejecting the bid and authorizing staff to re-bid the project.

Alternatively, the Commission may wish to consider authorizing construction of the display cradle utilizing in-house crews, which would reduce overall project costs. While this is certainly feasible, current workload and impacts on personnel resources should be considered. If the Port District is not successful in obtaining a reasonable construction cost proposal through a second public bid process, the Commission should consider moving forward with in-house construction.

IMPACT ON PORT DISTRICT RESOURCES

There is no cost to the Port District associated with rejection of this bid.

Santa Cruz Port District 135 5th Avenue Santa Cruz, CA 95062 831.475.6161 831.475.9558 Fax www.santacruzharbor.org



PORT COMMISSIONERS: Toby Goddard Dennis Smith Stephen Reed Darren Gertler Neli Cardoso

- TO: Port Commission
- FROM: Marian Olin, Port Director
- DATE: December 10, 2019
- SUBJECT: Appointment to Port Commission to Fill Vacancy as Provided for in California Government Code Section 1780 and Harbors and Navigation Code Section 6242

The following six candidates have submitted their names for consideration for appointment to fill the remainder of Commissioner Neli Cardoso's term, who passed away on November 20, 2019. This seat is up for re-election for a two-year term in November 2022.

Aaron Becker Jim Christmann Marilyn Crenshaw Reed Geisreiter Michael Hutchinson Kevin Jordan Vicki Vance

The following procedure is consistent with governing statutes and the process utilized by the Commission for previous appointments in 2003, 2009, and 2012.

Each candidate has submitted an application, a resume and statement of qualifications. Each candidate will be given an opportunity to make a statement, if desired, not to exceed three minutes. At the conclusion of the candidates' statements, the Commission will vote in public session.

Step 1: Initial Vote	Each Commissioner may cast one vote for any individual candidate.
Step 2: Vote Tally	A candidate must receive a majority (3 votes) to be appointed. If a majority is reached, appointment is made.
Step 3: No Majority, Deliberation	If no one candidate receives a majority on the initial vote, then the Commission may deliberate on candidates voted for in Step 1 and then call for another vote.
Step 4: Second Vote Tally	A candidate must receive a majority (3 votes) to be appointed. If a majority is reached, appointment is made.
Step 5: No Majority	Start over at Step 1. All candidates are again eligible for consideration.

During this process, Commissioners may ask candidates for clarification or additional information as needed.

Attachments – Candidate Application Packages

APPLICATION FOR APPOINTMENT TO SANTA CRUZ PORT COMMISSION

Instructions:

If you are interested in serving on the Santa Cruz Port Commission, complete the following application and return it along with a resume and "Statement of Qualifications," to the Santa Cruz Port District Commission, 135 5th Avenue, Santa Cruz, California, 95062. Applications must be filed by no later than 5:00 pm, Monday, December 9, 2019, as specified in the "Notice of Vacancy." Appointment will be made by the remaining members of the Port Commission at a special public meeting to be held on Tuesday, December 17, 2019, at 7:00 pm, in the Harbor Public Meeting Room, 365-A Lake Avenue, Santa Cruz.

Thank you for your interest in serving Santa Cruz Port District.

PERSONAL INFORMATION:

NAME		Aaron Becker	
ADDRES	6	PO Box 7977	Santa Cruz Harbor
		Santa Cruz, CA 95061	Slip X-45
PHONE	(Home)		
	(Business)		
	(Cell)	831-234-8439	
EMAIL		airbrain@gmail.com	

PREVIOUS COMMISSION OR COMMITTEE SERVED:

Public Commission, Board or Committee	Term
Amgen Tour of California logistics/fundraising committee	1 year
Departmental Technology Committee City of Santa Cruz	3 years
City of San Jose Supervisor Academy	2 years -present

WORK / VOLUNTEER EXPERIENCE:

Name of Body	Address	Position	Term
City of Santa Cruz Public	Works	Engineering Associate	18 years
City of San Jose DOT	San Jose	Construction Manager	2.5 years
Big Brother Big Sister	Santa Cruz	Big Brother	2 years
Save our Shores	Santa Cruz	Beach cleanup volunteer	2 years

STATEMENT OF QUALIFICATIONS:

Please attach your resume, and a brief statement (500 words or less) indicating why you are interested in serving on the Santa Cruz Port Commission and why you are qualified for the appointment.

CERTIFICATION:

I certify that I am a registered voter within the Santa Cruz Port District boundaries, and that the above information is true and correct. I authorize the verification of the information in the application in the event I am a finalist for the appointment.

/// Signature

12/3/19 Date

Aaron Becker P.O. Box 7977 Santa Cruz, CA 95061 (831) 234-8439 airbrain@gmail.com

December 3, 2019

Santa Cruz Port District Commission 135 5th Avenue Santa Cruz, CA 95062

Statement of Qualifications

To Whom It May Concern:

I'd like to start by expressing my condolences for Neli Cardoso.

I am interested in the interim vacancy on the Santa Cruz Port Commission. I was born in Santa Cruz and have spent most of my adult life for the last 30 years enjoying its wonderful offerings. For the past five years, I have had the pleasure of calling the harbor my home as I live aboard my 45 foot boat in the upper harbor. The harbor is one of the main gateways/access points to the spectacular Monterey Bay and is a hidden gem of our community. I love the ocean and spend as much time on the water as I can by taking advantage of all the opportunities at the harbor through sailing, rowing, SUPing and swimming. I also walk and jog around the harbor to the Walton lighthouse almost daily.

I am uniquely qualified to serve on the Port Commission based on my background, experience, and skillset. I have been working in the public sector for the last 20+ years. I worked for the City of Santa Cruz Public Works Department for 18 years and I currently work for the City of San Jose Department of Transportation as the Construction Manager. My background and training are in civil engineering, architecture, design, project management, and construction management. I have worked with many state and local agencies such as the California Coastal Commission, Fish and Wildlife, Native Plant Society, and the Santa Cruz Port District to name a few.

I have been involved in the public process at a high level, working with Mayors, City Council members, developers, law enforcement, building officials, planning department, residents, and businesses. I've managed multi-million dollar construction contracts for capital projects and public right-of-way improvements. One such local project was the Federal and State funded Arana Gulch multi-use trail project, which provides a connection and coastal access to the harbor for all types of users. I was a member of the design team responsible for Coastal Commission outreach, the interpretive program, and the trail design. During construction I was the construction manager for the project, working with the general contractor, architect, and bridge engineers.

I understand the some of the unique challenges of the harbor, its businesses/tenants, commercial operators and the balance of the many interested stakeholders, users, and visitors. I am capable of understanding complex Port District issues and community priorities. I would take a very thoughtful and pragmatic approach to the challenges presented to the commission. Thank you for your consideration.

Sincere

Aaron Becker

Aaron Becker CONSTRUCTION MANAGER

PHONE 831.234.8439 EMAIL airbrain@gmail.com LOCATION P.O. Box 7977, Santa Cruz CA

SUMMARY	Experienced Project Manager with a demonstrated history of working in government administration. Skilled in negotiation, analytical skills, coaching, project management, program development, public outreach and government process. Strong operations professional with a focus on developing a solid foundation of leadership through being authentic, being cause in the matter, being committed to something bigger, and being a person of integrity.
EXPERIENCE	
City of San Jose Department of Transportation San Jose, CA	Plan, assign, direct, train, and evaluate the work of a group of professional and sub-professional employees in connection with administration, development and maintenance of a Quality Control/Assurance program as it applies to Public Works programs.
Construction Manager 6/2019 – Present	Direct/perform quality assurance/control audits of Public Works Capital Improvement program phases, including planning, engineering, construction, inspection, scheduling and budgeting.
	Determine methods and procedures and personally perform more difficult phases of the work and prepare complex technical research reports and recommendations.
	Review construction projects and review plans for such projects.
	Review Construction Management procedures in an oversight capacity.
	Meet with citizen groups, the legislative body and with the general public to explain engineering projects and programs.
Principal Construction Inspector 2017 – 2019	Manage and coordinate inspection services for pavement maintenance, ADA ramp installation, and special construction projects.
	Assist in project scoping, planning and delivery services through close collaboration with the Pavement Engineering team.
	Supervise a team of eight Senior and Associate Construction Inspectors in the field inspection and documentation of paving and ADA projects.
	Focus on project supervision, team building, and technology implementation.
City of Santa Cruz Public Works Department Santa Cruz, CA	Managed the review and approval of development projects by leading a multi- disciplinary team to ensure proper coordination of all permit applications received with respect to engineering issues.
Engineering Associate 2007 – 2017	Acted as the main point of contact and team leader for the Development Review Division of Public Works, including interpretation of policies and procedures and application of code compliance rules and regulations.
	Led, managed, and supervised professional and technical support staff, including performance evaluations, setting priorities, and reviewing written reports for land development projects
	Performed a wide range of complex civil engineering studies and tasks, including conducting research and studies to analyze engineering aspects of projects.
	Prepared staff reports for the Public Works and Transportation Commissions and City Council regarding grading and drainage systems, traffic circulation, driveway locations and design, trash enclosures, and dedications of rights-of-way.
	Presented to City Council, Planning Commission, public agencies, business and civic groups, and other organizations on right-of-way issues, building code compliance and inspection problems, proposals, projects, and policies.

City of Santa Cruz Public Works Department Santa Cruz, CA

Assistant Engineer 2006 – 2007

Public Works Inspector 2005 – 2006

Performed contract administration on assigned construction projects, which included writing request for proposals; developing specifications; monitoring progress payments; ensuring conformance with the conditions of the contract; conducting field inspections; reviewing and approving change orders; and maintaining related documentation.

Reviewed and critiqued development plans and specifications for conformance with City requirements, State and Federal regulations, and sound engineering practice.

Performed advanced level engineering calculations, computations, research, and analysis and related engineering work for assigned projects.

Inspected and assisted engineers during construction and rehabilitation of street improvements, pavements, storm drainage systems, traffic signals, bridges, parks, underground utilities, and other capital improvement projects

Interpreted and enforced complex engineering plans, specifications, and estimates

Ordered and directed construction changes in the field; analyzed material tests; reviewed and recommended progress payments; negotiated and prepared change orders; prepared diaries and progress reports; coordinated utility construction with private utility companies; and coordinated the permitting and inspection of all utility and private construction within the public right-of-way

Enforced encroachment permits and assist the public at the counter and in the field

City of Santa Cruz DPW Santa Cruz, CA Engineering Technician / CAD Manager 1997 – 1999 / 2000 – 2005

SKILLS

Strategic Planning Project Management Public Speaking Stormwater Management Process Improvement Graphic Design AutoCAD / Drafting Microsoft Office Suite Adobe Creative Suite

PERSONAL

Certified Flight Instructor Commercial Pilot Boat Captain Artist Photographer Chef Cyclist Runner Rower Nichols Consulting Engineers Santa Cruz, CA Senior Designer 1999 – 2000 Kasavan Architects & Associates Salinas, CA Architectural CAD Technician 1996 – 1997

AWARDS

2015 APWA Project Award Honorable Mention – Arana Gulch Multi-Use trail Project
2014 Certificate of Recognition California State Assembly – City Hall Solar Project
2014 Clean Air Award: Leadership State of California Senate – City Hall Solar Project
2013 Public Works Director's Award – For professionalism and excellent customer service
2008 Award of Excellence – California Association of Public Information Officials
2007 Historic Preservation Award – West Cliff Drive Retaining Wall Project
2002 Innovation Award – California Association of Public Information Officials
1994 Gold Medal Award – Art of California Discovery Awards

EDUCATION

Michigan State University 1984 – 1986 Civil Engineering Major

Cabrillo College 1989 General Studies

University of California at Santa Cruz 1992 – 1994 Graphic Design Certificate Program

MEMBERSHIPS

American Society of Civil Engineers American Public Works Association Construction Management Association of America

APPLICATION FOR APPOINTMENT TO SANTA CRUZ PORT COMMISSION

Instructions:

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Thank you for your interest in serving Santa Cruz Port District.

PERSONAL INFORMATION:

NAME		Vim Christmann	
ADDRESS		114 Mason St.	
	-	Santa Cruz 95060	
PHONE	(Home)	831 423 4864	
	(Business)	" 332 0565	
	(Cell)	all in the second second	
EMAIL			

PREVIOUS COMMISSION OR COMMITTEE SERVED:

Public Commission, Board or (Public Commission, Board or Committee		
none	a I		
· · · · · · · · · · · · · · · · · · ·	(h		
	2		

WORK / VOLUNTEER EXPERIENCE:

Name of Body	Add	ress	Position	Term	
Monterey Canyon Research	Vessels	samet	owner / operator / plum	ber lelectrician	Since
~ ~ ~					1986

I've been a consistent user of this fine harbor since 1976, and a part-time user since 1971. I've recently taken on a more mature appreciation for all that must go into its successful opportion, even as i've gained a small (sametimes imperceptable!) measure of conght-up control over the many aspects of maintenance and operation of two firty footers, in two different counties, and of the many huriness functions that go into supporting them. If the perspective of a fulltime proffesional workboate, with extensive cruising sailboat experience (way back) might be of some use to the Commission in this interim year, then I hope that I might be gestive to this hardon that's been so vital to my caneer, from F dock in 1971, all the way over to T dock toolay.

Mank you, Vim

STATEMENT OF QUALIFICATIONS:

Please attach your resume, and a brief statement (500 words or less) indicating why you are interested in serving on the Santa Cruz Port Commission and why you are qualified for the appointment.

CERTIFICATION:

I certify that I am a registered voter within the Santa Cruz Port District boundaries, and that the above information is true and correct. I authorize the verification of the information in the application in the event I am a finalist for the appointment.

James C. Chustmann Dec. 9, 2019 Date

Fall 1986 - presently : owner a primary operator of Monteney Canyon Research Vessels, with two 50-foot research & Survey Vessels, since 1986. Shana Rac is here in this hasbor, Retriever is at dyster Point, in South S.F. Both cater to whatever needs come up for a very wide Variety of clients on the outer Central California Cuast, SF Bay, and the Delta / River system upstream of SF Bay. see www. Shanavae, com for good histories of both vessels 1976-1986 Primary operator & maintenance tech on UCSC's 40 foot research vessel Scammon, then their 43'R.V. David Johston. Summers of B1, B2, B6, 91, in Alaska on (1st) a 90-foot King crubber in Cook Inlet, then 3 seasons tendering Shana Rac on Prince William Sound, then a USGS research vessel Kantuk on yakatat Bay Summers of T2, IA, & T5 as an armed National Park fervice Park Ranger in Yosemite Valley, Biscayne Bay National Seashure (Floring Keys) and in Cape Cod National Seashore. Modes of transport included foot, road vehicle, horseback, off road vehicle, small skiffs, a 25 4 win Bertram, and occasional Swamp air boats. Summer of '13 Sailed UCSCS #3 Kettenberg to Hawaii & back with students Be fore that : Vanitor at the Crow's Nest, night & weekend Yow truck driver for Angelo Camepa's AAA Branchise.

03/2010

Santa Cruz Port District

IN FOR APPOINTMENT TO SANTA CRUZ DORT COMMISSION

Instructions:

If you are interested in serving on the Santa Cruz Port Commission, complete the following application and return it along with a resume and "Statement of Qualifications," to the Santa Cruz Port District Commission, 135 5th Avenue, Santa Cruz, California, 95062. Applications must be filed by no later than 5:00 pm, Monday, December 9, 2019, as specified in the "Notice of Vacancy." Appointment will be made by the remaining members of the Port Commission at a special public meeting to be held on Tuesday, December 17, 2019, at 7:00 pm, in the Harbor Public Meeting Room, 365-A Lake Avenue, Santa Cruz.

Thank you for your interest in serving Santa Cruz Port District.

PERSONAL INFORMATION: NAME ADDRESS (2 PHONE (Home) (Business) (Cell) 60 **EMAIL** chitect PREVIOUS COMMISSION OR COMMITTEE SERVED: Public Commission, Board or Committee Term Chair-5 m 6.th OF Cru aven Buil (JVA Wier NICIH FU. WORK / VOLUNTEER EXPERIENCE: Name of Body m^{μ} Address Position Term

STATEMENT OF QUALIFICATIONS:

Please attach your resume, and a brief statement (500 words or less) indicating why you are interested in serving on the Santa Cruz Port Commission and why you are qualified for the appointment.

CERTIFICATION:

λ.

I certify that I am a registered voter within the Santa Cruz Port District boundaries, and that the above information is true and correct. I authorize the verification of the information in the application in the event I am a finalist for the appointment.

Sighature

Date



Marilyn Crenshaw www.TheBlueArchitect.com www.TheGreenArchitect.com POB 4204.Santa Cruz California.95063.USA POB 873.Arroyo Seco N M · 8 7 5 8 0 · U S A TheGreenArchitect@gmail.com +1831.471.5851

Curriculum Vitae

Personal Profile

30+ years of experience in green architecture and most recently ten years with "blue" architecture

Specialization in blue and green project management, building applications that optimize water use, and conservation of financial and environmental resources

Licensed in California, Colorado, Washington, and Arizona

Over 500 residential, commercial, and industrial projects throughout Santa Cruz, CA., the U.S.A, and global

Building designs that are outstandingly beautiful, vibrant, creatively composed, and environmentally considerate

Implement integrated water resource management and green building practices into development, grid-optional infrastructure and buildings

Fluent in green building certifications, experience in green building techniques and technologies, consultant to other architects and design professionals, proficiency in team management of construction professionals

Experience - The Blue and Green Architect Principal

Incorporating blue and green building principles and technologies into commercial, industrial, agricultural, and residential building projects

Due diligence analysis, permitting and codes

Tenant improvements

Construction documents and management

Assemble & manage teams of sustainability expert consultants

Budgeting and resource estimates

Site/land planning

Fluency in Green Building Certifications

"Eco Development Kit" presentations, a la carte consulting, training

Projects include: Corporate administration office, food and beverage service, industrial warehouse, tenant improvement, Venture Capitalist retreat center, custom barn, medical, optical, and soil labs, retail, mixed use, winery, community center, artist work space, manufacturing facility, gallery, resort area custom executive residence, tiny homes, shipping container, prefab, modular, and hybrids

Experience - The.Blue.Architect.Org

2012 - Present

1975 - Present

Founder and Executive Director

Created nonprofit organization 501(c)3 to promote water security through education and community outreach

Green and Blue building technology services publicly available through thousands of host links on website

Mentor for university interns in blue and green architecture and relevant topics

Collaboration with local citizens, organizations, and institutions on water security projects and developments

City of Santa Cruz Green Building Working Group Chair

2004-2007

Implemented one of first mandatory green building programs in the United States that was adopted by the State of California as the mandatory California Green Code, and later used as a template for the International Building Code (IBC).

Areas of Expertise Design and entitlement permits Privately commissioned projects and installations Rainwater harvesting Reclamation of black/grey/storm water Irrigation for edible landscapes using reclaimed water Site built as well as prefab structural systems Passive heating, cooling, ventilation, lighting Solar/ wind/grid-optional/vehicle charging, smart automation systems Nontoxic/local/rapidly-renewable/salvaged/low-embodied energy materials Carbon neutral buildings Habitat restoration Living roofs/walls Renewable energy storage LEED Education and Accreditation 1979-BA Architecture with Honors University of California, Berkeley

2003-LEED 2.0 Accredited Professional with US Green Building Council

2007-ARCSA Accredited Professional American Rainwater Catchment Systems Association

2008-2009 - Green MBA Presidio Graduate School, CA

2017- Green MBA, SFIA, CA

2017-Master of Architecture, SFIA, CA

Licensing California Architecture License #C2382 Colorado Architecture License #306446 Washington Architecture License #8947 Arizona Architecture License #50164



Through the lens of water optimization, I approach design of building and master planning of civilization infrastructure that can use up to 90% less water than conventional via collection, repeated reclamation, and reuse.

12/03/2019 APPLICATION TO SANTA CRUZ PORT DISTRICT

I am interested in serving on the Santa Cruz Port Commission to serve my community, to keep our harbor safe, and provide leadership in marine stewardship.

I have 10 years experience serving on local government committees/commissions/working groups.

I bought a Cal 34 sail boat Nov 2018 (that I have been restoring) and I have a slip in the upper harbor.

In the 1970's & 1980's I raced sail boats in One Design, Score, Big Boat Series, and the Nationals.

I was born in Carmel, raised in Aptos, have been in Aquatics my whole life from Cabrillo swim team to swimming instructor & life guard, surfing, scuba diving, skin diving instructor, kayak instructor, and stand up paddling. I took all of the UCSC sailing classes in my late teens. I've taken 2 Coast guard classes from Scott Galloway at Santa Cruz Harbor.

In my Architectural profession I have been keenly active in sustainability. If I am appointed my hope would be to establish prototype /protocols/ programs for Santa Cruz Harbor green boating. Why not establish Net Zero Boating?

When I chaired City of Santa Cruz's Green Building Working Group, we got all of the CA jurisdictions via BIGPAC to unanimously adopt a green building program. When the State acknowledged what we's done at grass roots level, the State of CA adopted it in 2011 as the mandatory CA Green Building Program

https://www.dgs.ca.gov/BSC/Resources/Page-Content/Building-Standards-Commission-Resources-List-Folder/CALGreen.

Marilyn Crenshaw

APPLICATION FOR APPOINTMENT TO SANTA CRUZ PORT COMMISSION

Instructions:

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Thank you for your interest in serving Santa Cruz Port District.

PERSONAL INFORMATION:

NAME		Reed Geisreiter
ADDRESS		120 13th Ave
		Santa Cruz, CA 95062
PHONE	(Home)	NA
	(Business)	NA
	(Cell)	831-246-0661
EMAIL	. ,	reed.geisreiter@gmail.com

PREVIOUS COMMISSION OR COMMITTEE SERVED:

Public Commission, Board or Committee	Term
See attached resume.	

WORK / VOLUNTEER EXPERIENCE:

Name of Body	Address	Position	Term
See attached resume.			
2 			

STATEMENT OF QUALIFICATIONS:

Please attach your resume, and a brief statement (500 words or less) indicating why you are interested in serving on the Santa Cruz Port Commission and why you are qualified for the appointment.

CERTIFICATION:

I certify that I am a registered voter within the Santa Cruz Port District boundaries, and that the above information is true and correct. I authorize the verification of the information in the application in the event I am a finalist for the appointment.

Beed Seisreiter

Signature

12/09/2019

Date

Statement of Qualifications

Reed Geisreiter

Working with the Community, Stakeholders, Staff and the Port Commission, I will endeavor to ensure:

Fairness. The harbor is a business as well as a government entity. With the elimination of a recurring local tax revenue source in the 1990s, the harbor needs to operate on user fees that it generates. Yet the Port District is also a California Special District and has a duty to operate a well-run inclusive amenity for the public benefit. These two sometimes competing objectives deserve careful attention from staff and the commission as conflicts and opportunities arise in order to balance both of these needs.

Fiscal Sustainability. When I was first appointed to the Port Commission in 2009, the district's reserves were minimal and net revenues were inadequate to service the district's debt. What transpired because of this was a significant backlog of necessary capital projects and deferred maintenance. The tsunami in 2011 assisted the harbor in achieving \$20 million in capital project completion at a cost to the district of \$1.5 million. The Port Commission took slow, but deliberate action since the tsunami to build reserves (and pass a reserve policy), budget appropriately, refinance its debt on very advantageous terms, pass an investment policy, and complete many capital projects. At times, financial decisions are difficult (nobody wants a rate increase), but these difficult decisions are critical to maintaining the financial stability of the district into the future.

Environmental Sustainability. The harbor is the Gateway to The Monterey Bay and a lively place for boating, marine education, commercial fishing, and numerous recreational activities. I live nearby and I consider the harbor an extension of my backyard. The harbor is essentially at capacity and in some cases, it is operating beyond capacity; it is subject to stringent permit requirements from many regulatory agencies; its fishing fleet is subject to the degradation of the bay's fishing habitat. I will work to balance these competing interests to keep the harbor a vibrant community asset.

I possess the skill set necessary to lead the harbor as a vital community asset. Clearly, my most poignant qualification is my past tenure as a Port Commissioner and I am proud of the accomplishments completed during my tenure. I have 25 years of experience in commercial banking and I serve on several local non-profit and governmental boards. This background allows me the experience to guide operational and budgetary aspects of the harbor. I have strong relationships with local elected officials, as well as civic and community leaders locally. These relationships are helpful as the district works on inter-governmental projects. I possess a significant real estate background, which is beneficial as the district negotiates leases and engages other real estate developmental activities.

I would appreciate the opportunity to serve on the Port Commission and I respectfully request your vote in favor of my appointment.

Reed Geisreiter 120 13th Avenue | Santa Cruz, CA 95062 Email | reed.geisreiter@gmail.com Mobile | 831.246.0661

PROFESSIONAL EXPERIENCE

Geisreiter Properties, Owner, (1994 - current), 120 13th Ave, Santa Cruz, CA

- Provide day-to-day oversight of a portfolio of commercial and residential properties.
- Prepare and negotiate property leases.
- Provide construction oversight for building improvements and occasional ground up construction.
- Provide land use guidance in order to process building permits and other discretionary approvals from regulatory agencies.

<u>Comerica Bank</u>, Retired, Regional President (Santa Cruz & Monterey Counties) (January 1993 – September 2018), 55 River Street, Santa Cruz, CA

Business Development & Community Relations

- Managed and mentored team of business banking professionals to improve service delivery, maximize income generation, minimize risk, reduce uncertainty and offer competitive financing.
- Maintained active involvement in community, business and industry organizations in Santa Cruz and Monterey to identify opportunities to secure new business and diversify existing business.
- Trusted to expand all aspects of business banking activities into new and undeveloped markets to cultivate relationships in unfamiliar or developing sectors to secure new business.

Financial Management & Portfolio Management

- Exceeded growth targets for the last three (3) consecutive years by achieving double-digit growth each year in loan and deposit portfolio balances.
- Achieved net income growth in excess of planned projections, accomplishing increased income targets by maximizing loan spreads, fees and non-interest income and managing expenses.
- Actively manage a nine (9)-figure portfolios of loans and deposits, building and maintaining strong portfolios by expediting review, increasing applications closed and encouraging diversification.

Regulatory & Compliance Management

- Developed streamlined processes for documenting, tracking, monitoring and reporting all lending activities including application review, underwriting, documentation and ongoing service support.
- Demonstrated reliability and competency in all aspects of regulatory compliance by ensuring all team members meet requirements of all applicable federal, state and local laws and regulations.

EDUCATION

Bachelor of Science, San Jose State University (1992)

Major: Finance. Minor: Mathematics

Graduated with Great Distinction

Associates Degree, Cabrillo College (1990) Major: Business Degree received with High Honors

COMMUNITY & VOLUNTEER INVOLVEMENT

Swan Lake Gardens Homeowner's Association

Treasurer (2019 - current)

Coastal Property Owners Association (Santa Cruz)

Treasurer / Board Member (2019 - current)

Grey Bears

Board Member (2018 - Current)

Vice Chairman (2019)

Santa Cruz County Consolidated Redevelopment Successor Agency Oversight Board

Board Member (2012 – Current)

Santa Cruz County Housing Advisory Commission

Commissioner (2014 - Current)

Chairman (2016, 2017, 2019)

Monterey Bay Fisheries Trust

Advisory Board Member (2018 - current)

People for Public Banking (Santa Cruz)

Steering Committee Member (2018 - current)

Santa Cruz Port District

Commissioner (2009 - 2018)

Chairman (2011 and 2015)

Focus Agriculture

Participant (2011)

Habitat for Humanity Santa Cruz County

Treasurer/Board Member (2006 - 2009)

Willowbrook Village Homeowner's Association

Treasurer (1996 - 2008)

LICENSES

California State Licensed Real Estate Salesperson (CA BRE# 01946659)

APPLICATION FOR APPOINTMENT TO SANTA CRUZ PORT COMMISSION

Instructions:

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Thank you for your interest in serving Santa Cruz Port District.

PERSONAL INFORMATION:

NAME		Michael Hutchison
ADDRESS	;	309 Dicken Way
		Santa Cruz, CA 95064
PHONE	(Home)	
	(Business)	
	(Cell)	(831) 588-3634
EMAIL		hutch @ Ucsc. edu

PREVIOUS COMMISSION OR COMMITTEE SERVED:

Public Commission, Board or Committee	<u>Term</u>
Unified Way Committee Member CardPP Terrore HOA President	3 yrs. 3 yrs.

WORK / VOLUNTEER EXPERIENCE:

Name of Body	Addre	SS	Position	<u>Term</u>
División of Social	Saine	VCSC	Dean	3411
Economic Der	iar track	Vese	Chair	241
Santa Cruz Intha	te for In!	peroponel	Economics, Jose,	Director, 10 yrs.

STATEMENT OF QUALIFICATIONS:

Please attach your resume, and a brief statement (500 words or less) indicating why you are interested in serving on the Santa Cruz Port Commission and why you are qualified for the appointment.

CERTIFICATION:

I certify that I am a registered voter within the Santa Cruz Port District boundaries, and that the above information is true and correct. I authorize the verification of the information in the application in the event I am a finalist for the appointment.

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Signature

12/5/19 Date

December 5, 2019

То:	Santa Cruz Port Commissioners
From:	Michael Hutchison
Re.	Application to Fill Vacant Position on Port Commission
	Statement of Qualifications

I desire to fill the vacant position on the Commission in order to serve the boating community in the Monterey Bay. I've owned a sailboat in the Harbor for about 18 years, 15 years as a partner in Chute Out (Wilderness 30 ultra-light racing boat) and 3 years with Aquavit (42 foot Jeanneau SO) on AA dock (temporarily as an end tie on D dock as the seawall is repaired). I'm an active participant in both Tuesday and Wednesday night races, a frequent sailor on weekends, an active member of the SC Yacht Club for almost 20 years, and generally enjoy the boating life and wonderful boating community in Santa Cruz.

I am a professor of economics at UCSC (more than 30 years) and have served in various administrative roles. I also run a private economics consulting firm. In these roles, I have developed a set of management and analytical skills, including budget analysis, which combined with personal skills have allowed me to do very well in these roles.

I believe that my skillset would be very helpful in working with all the Commissioners in planning for the harbor's future within the constraints of budgetary realities, and both representing and balancing the interests of diverse set of "stakeholders" in the boating and broader communities.

I have no particular "agenda" to be on the Commission, other than wishing to be more involved in the boat community and participate actively in Harbor affairs as I approach my retirement years.

Dr. Michael M. Hutchison

CURRICULUM VITAE December 2019

Department of Economics, E2 University of California Santa Cruz, CA 95064 USA (831) 459-2600 office

Home: 309 Dickens Way Santa Cruz, CA 95064 (831) 423-5126 (831) 588-3634 (cell)

Email: hutch@ucsc.edu Web page: http://people.ucsc.edu/~hutch/

PRIMARY EMPLOYMENT:

Distinguished Professor of Economics, 2015-present Professor of Economics, 1994-2015; University of California, Santa Cruz

OTHER CURRENT POSITIONS:

Principal, California International Economics Consultants, 1997-present Providing financial, statistical and forecasting services to business enterprises, primarily in the bankcard industry

Editorial Boards: Journal of Asian Economics (Executive Editor), Journal of International Money and Finance, and Japan and the World Economy.

PREVIOUS FULL-TIME POSITIONS:

Dean (interim), Division of Social Sciences, 2003-06 University of California, Santa Cruz

Chair, Department of Economics, 2001-03 University of California, Santa Cruz

Professor of International Economics, 1995-97 Department of International Economics and Management Copenhagen Business School

Associate Professor of Economics, 1990-94 Assistant Professor of Economics, 1985-90 (on leave, 1989-91) University of California, Santa Cruz

Economist (formal position: Head of Section), 1989-1991

Monetary and Economic Department Bank for International Settlements Basle, Switzerland

Economist, Economic Research Department, Federal Reserve Bank of San Francisco, 1983-1985

PREVIOUS VISITING AND PART-TIME POSITIONS:

Visiting Scholar, Pension Research Centre (PeRCent), Copenhagen Business School, Denmark, May 21-24, 2018.

Visiting Scholar, Research Department, Federal Reserve Bank of New York, April 30-Mary 4, 2018.

Bundesbank Visiting Fellow, Osnabrück University (Germany), May 7-12, 2017

Visiting Researcher, Pension Research Center (PerCent), Copenhagen Business School, May 23-24 2016

Visiting Scholar, Knut Wicksell Centrum för Finansvetanskap, Lund University, May 16-20, 2016

Visiting Researcher, Pension Research Center (PerCent), Copenhagen Business School, 1-3 June 2015

Visiting Scholar, Dutch Central Bank (De Nederlandsche Bank, DNB), Amsterdam, 18-22 May, 2015

Visiting Researcher, Joint Vienna Institute, Vienna, 11-15 May 2015

Visiting Researcher, Bank for International Settlements, Basle, 26th May - 6th June, 2014

Visiting Professor, Lund University, Sweden, 11-17th May 2014

Turnovsky Research Fellow, Victoria University, Wellington, 24 March - 4 April, 2014

Visiting Researcher, Sveriges Riksbank, May 27-June 5 2013

Visiting Professor, INSEAD, Fontainebleau, France, April-May 2013

Visiting Professor, Aix-Marseille School of Economics, April 2013

Visiting Scholar, Research Department

International Monetary Fund, May 2007 and September 2008

Visiting Scholar, Institute for Monetary Studies Hong Kong Monetary Authority, May and September, 2007

Co-director, Santa Cruz Center for International Economics, 1998-2002

Economic Consultant, Reserve Bank of New Zealand, 1994-95 (two one-month visits)

Visiting Professor of Economics, January-June 1994 Department of Economics Gothenburg University, Sweden

Visiting Scholar, August/September 1993 and June/July 1994 Institute for Monetary and Economic Studies, Bank of Japan

Lecturer, School of Business Administration, University of California, Berkeley, 1985

Lecturer in Economics, Department of Economics, University of Oregon, 1982-1983

FIELDS OF SPECIAL INTEREST:

International Finance Open Economy Macroeconomics Japan and East Asian Financial Systems European Economic and Monetary Integration

TEACHING EXPERIENCE:

International Finance- undergraduate and graduate International Financial Markets- graduate International Corporate Finance- graduate Macroeconomics- undergraduate and graduate Money and Banking- undergraduate Forecasting - undergraduate Japanese Economy- undergraduate

EDUCATION:

Ph.D. in Economics, 1983, University of Oregon (Advisor: Professor Raymond Mikesell) BA in Economics, 1976 (Honors), University of California, Santa Cruz

3

BOOKS AND MONOGRAPHS:

12 books and monographs (listing available upon request).

ARTICLES IN REFEREED PROFESSIONAL JOURNALS AND OTHER PUBLICATIONS:

Over 150 publications (listing available upon request).

PERSONAL INFORMATION

Born: March 2, 1953 (Oakland, California, USA). USA Citizen.

Married: to Kerstin Anna Greta Hutchison. Two children. Languages: English (native language), Swedish (fluent), German (rudimentary).

Santa Cruz Port District

APPLICATION FOR APPOINTMENT TO SANTA CRUZ PORT COMMISSION

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Thank you for your interest in serving Santa Cruz Port District.

PERSONAL INFORMATION:

NAME		Kevin Jordan	
ADDRES	S _	165 Harbor Beach Ct., Santa Cruz, CA 95062	
PHONE	- (Home)		
	(Business)		
	(Cell)	831-234-4032	
EMAIL	_	kjordan848@gmail.com	

PREVIOUS COMMISSION OR COMMITTEE SERVED:

Public Commission, Board or Committee	Term	
Please see attached.		

WORK / VOLUNTEER EXPERIENCE:

Name of Body	Address	Position	Term
Please see attached.			

STATEMENT OF QUALIFICATIONS:

Please attach your resume, and a brief statement (500 words or less) indicating why you are interested in serving on the Santa Cruz Port Commission and why you are qualified for the appointment.

CERTIFICATION:

I certify that I am a registered voter within the Santa Cruz Port District boundaries, and that the above information is true and correct. I authorize the verification of the information in the application in the event I am a finalist for the appointment.

Signature

12/5/2019

Date

December 5, 2019

Santa Cruz Port District Commission 135 Fifth Ave. Santa Cruz, CA. 95062

Dear Members of the Port District Commission:

I am very interested in joining the Port District Commission. This memo will serve as my statement of interest and qualification for the current vacancy on the Commission. I attach my application form and Curriculum Vitae (CV). I have read, and I understand, the district Mission Statement and I feel that I can contribute to operationalizing that statement.

I grew up on the Jersey Shore and began surfing in 1965 at age 12. I moved to Santa Cruz in 1986. I resumed surfing and I still surf. In 2015, we moved from the upper westside to 165 Harbor Beach Ct (within the Port District Boundary). I bought kayaks and got my launch permit; I wanted to go out further than when I surfed. In 2016, I bought "Avocet", a Catalina 25, which currently occupies North Harbor slip G-11. I am on my boat daily since I live so close and I absolutely enjoy it! Based on my front row seat on the North Harbor, I have learned much about the harbor and its operations. I have also carefully watched the Aldo's seawall replacement project and the slip pilings project and have learned a great deal more about the interplay of contractors and the harbor.

The above states my interest. My link to the district is recent, so my experience might be considered weak. However, I believe that I have a set of experiences that uniquely quality me to contribute to the district. I was a Professor of Psychology at San Jose State University for 31 years. As my CV documents, I also was the Principal Investigator for a set of contracts and research grants with the NASA Ames Research Center at Moffett Field for well over 30 years. I wrote research proposals that successfully secured \$170M to fund research in Aerospace Human Systems Integration. I directed the research program for over 90 scientists and students while also managing all aspects of the budge (over \$15M/year at the time of my retirement). As my CV documents, in 2014 I received the NASA Exceptional Public Service Medal for this work.

While most of my work with NASA was, of course, air- and space-based, I feel that it is an easy leap from the air to the water! My lack of long-term experience with the district is more than offset by my extensive experience in grants and contracts and my management of complex budgets. Furthermore, at NASA, we were absolutely a culture of safety. I believe that I can be an asset to the commission. I have lived and practiced the management of safety, contracts and grants, and budget in a manner that has always been recognized and awarded by my organizations.

Thank you for your consideration! Please let me know if you require additional information.

Sincerely,

Kevin Jordan, Ph.D 165 Harbor Beach Ct. Santa Cruz, CA. 95062 831-234-4032 (mobile) kjordan848@gmail.com

CURRICULUM VITAE

KEVIN JORDAN

ADDRESS

(office) Department of Psychology San Jose State University San Jose, CA 95192 (408) 924-5600 kevin.jordan@sjsu.edu

(home) 165 Harbor Beach Ct, Santa Cruz, CA 95062

(831) 234-4032 kjordan848@gmail.com

EDUCATION

1982	Ph.D., Kansas State University, Psychology of Perception and Cognition
1979	M.S., Kansas State University, Psychology of Perception and Cognition
1976	B.A., Northern Illinois University, Psychology

ACADEMIC APPOINTMENTS

1989 – present	Professor of Psychology
1997 – present	Professor of Human Factors and Ergonomics
1986 - 1989	Associate Professor of Psychology
1984 - 1986	Assistant Professor of Psychology
	San Jose State University (evaluations available on request)
	General Psychology
	Introduction to Research Methods and Experimental Psychology
	Sensation and Perception
	Cognition
	Seminars in Perception, Human Factors, and Experimental Psychology

AWARDS

President's Scholar, San Jose State University, 2014-2015

Wang Family Excellence Award, California State University, 2015

NASA Exceptional Public Service Medal, 2014.

Meritorius Service Award, College of Social Sciences, San Jose State University, 2007.

Outstanding Teacher, Western Psychological Association, 2001.

Austen D. Warburton Award of Merit for **Outstanding Scholarly Achievement**, College of Social Sciences, San Jose State University, 2000.

Outstanding Professor, San Jose State University, 1995-1996.

NASA Public Service Medal, 1992.

PROFESSIONAL ACTIVITIES

Association for Psychological Science Member Human Factors and Ergornomics Society Member Psychonomic Society Member

Ad hoc reviewer

American Journal of Psycholgy Journal of Experimental Psychology: Human Perception & Performance Perception & Psychophysics

COOPERATIVE AGREEMENTS AND CONTRACTS (Total funded activity = \$169,588,566; Total awarded amount = \$214,089,583)

Jordan, K. Aerospace Human Factors. NASA Cooperative Agreement NCC 2-327, November 1, 1985 - Jan 31, 1999, **\$13,405,876**.

Jordan, K. Flight Human Factors. NASA Cooperative Agreement NCC 2-798, February 1, 1993 - Jan 31, 2000, **\$10,321,666**.

Jordan, K. Human Factors Research, Technology, and Safety. NASA Cooperative Agreement NCC 2-1095, February 1, 1999- Jan 31, 2002, \$6,990,291.

Jordan, K. Flight Management and Air-Traffic Modeling. NASA Cooperative Agreement NCC 2-1097, February 1, 1999 – Nov 30, 2002, **\$2,276,503.**

Jordan, K. Flight Human Factors - Human Automation Integration Research. NASA Cooperative Agreement NCC 2-1155, February 1, 2000 - Jan 31, 2003, **\$5,891,445**.

Jordan, K. Human Information Management. NASA Cooperative Agreement NCC 2-1302, February 1, 2002- Jan 31, 2005, \$4,079,936.

Jordan, K. Systems Safety Research. NASA Cooperative Agreement NCC 2-1289, February 1, 2002-Jan 31, 2005, **\$8,323,681**.

Jordan, K. Flight Management and Air-Traffic Modeling II. NASA Cooperative Agreement NCC 2-1365, September 1, 2002- December 14, 2004, **\$2,879,645**.

Jordan, K. Human Interaction with Automation. NASA Cooperative Agreement NCC 2-1378, February 1, 2003- May 31, 2006, **\$9,399,292.**

Jordan, K. Flight Control and Autonomous Vehicle Research, NASA Cooperative Agreement NNA05CP80A, December 16, 2004 – February 29, 2008, \$3,059,157.

Jordan, K. Airspace Management and Terminal Air-Traffic Modeling, NASA Cooperative Agreement NNA05CP88A, December 16, 2004 – December 15, 2007, \$1,217,633.

Jordan, K. Human Visual and Auditory Information Requirements for Flight-Deck Display Design. NASA Cooperative Agreement NNA05CS44A, February 1, 2005 – April 30, 2006, **\$1,105,249**.

Jordan, K. Operations and Procedures for System-wide Safety. NASA Cooperative Agreement NNA05CS40A, February 1, 2005 – May 31, 2006, **\$2,958,603**.

Jordan, K. Human Performance Modeling and Simulation. NASA Cooperative Agreement NNA06CB16A, May 1, 2006 – April 30, 2007, **\$2,701,758**.

Jordan, K. Human-System Integration Technologies. NASA Cooperative Agreement NNA06CB28A, June 1, 2006 – May 31, 2007, \$2,571,777.

Jordan, K. Sociotechnical Systems Research. NASA Cooperative Agreement NNA06CB30A, June 1, 2006 – May 31, 2007, \$1,581,916.

Jordan, K. Air Traffic Management Software Development. Subcontract from UARC prime contract with NASA Ames, NAS2-03144. October 1, 2006 – August 31, 2008, **\$185,237**.

Jordan, K. Test Subject Recruitment Office. Subcontract from Perot Systems prime contract with NASA Ames, NNA04AA18B. November 1, 2006 – September 30, 2008, **\$302,696**.

Jordan, K. Advanced Air Traffic Management and Control Automation Concepts. Subcontract from UARC prime contract with NASA Ames, NAS2-03144. February 1 – September 30, 2007, **\$135,769**.

Jordan, K. Flight Control System Software Training Support. Subcontract from UARC prime contract with NASA Ames, NAS2-03144. April 10 – November 30, 2007, **\$201,925**.

Jordan, K. Crew Factors and Team Performance. NASA Cooperative Agreement NNX07AM06, May 1, 2007 – December 31, 2008, **\$1,544,214**.

Jordan, K. Modeling and Simulation of Human Performance. NASA Cooperative Agreement NNX07AM07G, May 1, 2007 – August 31, 2008, **\$2,247,312**.

Jordan, K. Flight Deck and Airspace Operations. Subcontract from Perot Systems prime contract with NASA Ames, NNA04AA18B. May 1, 2007 – October 14, 2008, \$4,729,837.

Jordan, K. Flight Control and Autonomous Flight Systems Research, NASA Cooperative Agreement NNX08AI34A, February 13, 2008 – May 31, 2013, **\$5,838,685**.

Jordan, K. Crew Factors and Team Performance II. NASA Cooperative Agreement NNX08AX13A, September 1, 2008 – October 31, 2011, **\$8,653,663**.

Jordan, K. Modeling and Simulation of Human Performance II. NASA Cooperative Agreement NNX08AX12A, September 1, 2008 – October 31, 2011, **\$9,960,485**.

Jordan, K. Flight Deck and Airspace Operations II. Subcontract from Perot Systems prime contract with NASA Ames, NNA08AF13C. October 15, 2008 – January 31, 2010, **\$5,687,802**.

Jordan, K. NEXTGEN Airspace Technology. Subcontract from Aptima, Inc. prime contract with NASA Ames, NNX09CC12P. January 22, 2009 – July 22, 2009, **\$19,998**.

Jordan, K. Flight Deck and Airspace Operations III. Subcontract from Perot Systems prime contract with NASA Ames, NNA08AF13C. February 1, 2010 – July 31, 2010, **\$2,405,658.**

Jordan, K. Use-driven Testbed for Evaluating Systems and Technologies. Subcontract from Aptima, Inc. prime contract with NASA Ames, NNX10CA04C. February 19, 2010 – February 18, 2012, \$60,000.

Jordan, K. UAV-Testbed for Evaluating Systems and Technologies. Subcontract from Aptima, Inc. prime contract with NASA Ames, NNX11CD12P. April 13, 2011 – October 31, 2011, **\$9,837**.

Jordan, K. Flight Deck and Airspace Operations IV. Subcontract from Perot Systems prime contract with NASA Ames, NNA08AF13C. August 1, 2010 – November 30, 2010, **\$1,368,137**.

Jordan, K. Flight Deck and Airspace Operations V. Subcontract from Perot Systems prime contract with NASA Ames, NNA08AF13C. December 1, 2010 – November 30, 2011, **\$4,020,906**.

Jordan, K. Human Systems Integration Research. NASA Cooperative Agreement NNX12AB08A, December 1, 2011 – November 30, 2016, **\$40,895,498 (full award amount is \$82,832,134).**

Jordan, K. Autonomous Flight, Future Vertical Lift Systems, and Human System Integration, NASA Cooperative Agreement NNX13AI30AA, May 1, 2013 – April 30, 2016, **\$2,556,479 (full award amount is \$5,120,860).**

PAPERS (student coauthors in bold)

Stewart, M. J., Laraway, S., Jordan, K., & Feary, M. (in press). Simplified Approach Charts Improve Data Retrieval Performance. *Journal of Cognitive Engineering and Decision Making*.

Kenny, C., Shively, R. J., & Jordan, K. (2014). Unmanned Aircraft System (UAS) Delegation of Separation in NextGen Airspace. NASA Technical Memorandum 2014-216636. Moffett Field, CA: NASA Ames Research Center.

Bakowski, D. L., Foyle, D. C., Hooey, B. L., **Kunkle, C. L., &** Jordan, K. P. (2011). *NextGen flight deck surface trajectory-based operations (STBO): Speed-based taxi clearances.* Paper presented at the Sixteenth International Symposium on Aviation Psychology, Dayton, OH: Wright State University; to appear in Proceedings of the Sixteenth International Symposium on Aviation Psychology.

Munro, P. A., Kanki, B. G., & Jordan, K. (2008). Inop: Logbook communication between airline pilots and mechanics. *International Journal of Aviation Psychology*, 18(1), 86-103.

Johnson, W. W., Jordan, K, Liao, M-J, & Granada, S. (2003). Sensitivity and Bias in Searches of Cockpit Display of Traffic Information utilizing highlighting/Lowlighting. *Proceedings of the International Symposium on Aviation Psychology*. Columbus, Ohio: The Ohio State University.

Raddatz, K., Uhlarik, J., & Jordan, K. (2001). Perceived size in virtual environments: The role of pictorial depth cues. *Proceedings of the Human Factors and Ergonomics Society* 45th Annual Meeting, 1404-1408.

Lozito, S., McGann, A., **Cashion, P., Dunbar, M., Mackintosh, M., Dulchinos, V.**, & Jordan, K. (2000). Free Flight Simulation: An Initial Examination of Air-Ground Integration Issues. NASA Technical Memorandum 2000-209605. Moffett Field, CA: NASA Ames Research Center.

Mealey, J. B., Cohen, M. M., & Jordan, K (1998). Effects of stimulus orientation during learning on recognition of airport runways presented at various orientations. *Aviation, Space, and Environmental Medicine, 69*, 104-110.

Johnson, W. W., Battiste, V., Delzell, S., Holland, S., Belcher, S., & Jordan, K. (1997). Development and demonstration of a prototype free flight cockpit display of traffic information. *SAE Technical Paper* 975554. Warrendale, PA: Society of Automotive Engineers. Jordan, K., & Huntsman, L. A. (1995). Repetition of misoriented words reduces lexical decision response times at repeated and novel orientations. *Journal of Experimental Psychology: Human Perception & Performance*, 21, 963-977.

Sanford, B. D., Foyle, D. C., McCann, R. S., Jordan, K., & Schwirzke, M. F. J. (1993). Head-up displays: Effect of information location on the processing of superimposed symbology. *Proceedings of the Seventh International Conference on Aviation Psychology*. Columbus, OH: Ohio State University.

Jordan, K. (1991). [Review of Principles of mental imagery]. American Journal of Psychology, 104, 460-463.

Jordan, K., & Huntsman, L. A. (1990). Image rotation of misoriented letter strings: Effects of orientation cuing and repetition. *Perception & Psychophysics*, 48, 363-374.

Schiano, D. J., & Jordan, K. (1990). Mueller-Lyer illusion decrement under varying stimulus exposure conditions. *Perception*, 19, 307-316.

Jordan, K., & English, P. (1989). Simultaneous sampling and length contrast. *Perception & Psychophysics*, 46, 546-554.

Rosenberg, E. L., Haines, R. F., & Jordan, K. (1989). The effects of window shape and reticle presence on performance in a vertical alignment task. *Aviation, Space, & Environmental Medicine, 60*, 543-549.

Jordan, K., & Haleblian, J. (1988). Orientation specificity of length assimilation and contrast. *Perception & Psychophysics*, 43, 446-456.

Jordan, K., & Randall, J. (1987). The effects of oblique length and framing ratio on Ponzo illusion magnitude. *Perception & Psychophysics*, 41, 435-439.

Jordan, K., & Uhlarik, J. (1986). Length contrast and the Mueller-Lyer figure: Functional equivalence of temporal and spatial separation. *Perception & Psychophysics*, 39, 267-274.

Jordan, K., & Schiano, D. J. (1986). Serial processing and the parallel lines illusion: Length contrast through relative spatial separation of contours. *Perception & Psychophysics*, 40, 384-390.

Jordan, K., & Uhlarik, J. (1985). Assimilation and contrast of perceived length depend on temporal factors. *Perception & Psychophysics*, 37, 447-454.

Jordan, K., & Uhlarik, J. (1983). Contextual influences on a spatial frequency contingent color aftereffect. *Perception & Psychophysics*, 33, 420-424.

Jordan, K., & Uhlarik, J. (1982). Color aftereffects contingent on perceived spatial frequency. Bulletin of the Psychonomic Society, 19, 263-266.

Uhlarik, J., Pringle, R., Jordan, K., & Misceo, G. (1980). Size scaling in two-dimensional pictorial arrays. *Perception & Psychophysics*, 27, 60-70.

PAPER PRESENTATIONS (student coauthors in bold)

McCann, R. S., & Jordan, K. (November, 2004). Grouping effects in complex visual displays: Effects of color and motion. Paper presented at the annual meeting of the Psychonomic Society, Minneapolis.

Munro, P., Kanki, B., & Jordan, K. (2003). Reporting Discrepancies: Informational Needs of Maintenance and Flight Crews in Logbook Write-ups. Paper presented at the 12th International Symposium on Aviation Psychology, Dayton, OH.

Jordan, K. (April, 2002). Collaborative research in aviation human factors. Invited "Outstanding Teacher" address presented at the annual meeting of the Western Psychological Association, Irvine, CA.

Jordan, K., McCann, R. S., & Tran, T. Q. (November, 2001). Stimulus density affects search time in complex visual arrays. Paper presented at the annual meeting of the Psychonomic Society, Orlando.

Jordan, K., Uhlarik, J., & Raddatz, K. (2001). *Geometric perspective cues affect perceived size in virtual pictorial arrays*. Paper presented at the annual meeting of the Western Psychological Association, Maui.

Tran, T. Q., Jordan, K., & Huntsman, L. A. (2001). Searching for mood congruent words. Paper presented at the annual meeting of the Western Psychological Association, Maui.

Uhlarik, J., Jordan, K., & Raddatz, K. (2000). *Size perception in virtual environments*. Paper presented at the annual meeting of the Psychonomic Society, New Orleans.

Jordan, K, McCann, R. S., Ford, E., Reduta, D., & Tran, T. (1999). Attentional limits across the elements of a complex visual display. Paper presented at the annual meeting of the European Conference on Visual Perception, Trieste, ITALY.

Dunbar, M. G., Cashion, P, McGann, A., Mackintosh, M., **Dulchinos, V, Jara, D**, & Jordan, K. (1999). *Air-Ground integration issues in a self-separation environment*. Paper presented at the International Aviation Psychology meetings, Columbus, OH.

Jordan, K. (August, 1998). *Defining the context in line-length illusion*. Paper presented at the annual meeting of the European Conference on Visual Perception, Oxford, UK.

Cohen, M. M., Mealey, J. B., & Jordan, K. (May, 1998). Learning to identify airports from photgraphs vs. navigational maps presented at various orientations. Paper presented at the annual meeting of the Aerospace Medical Association. Seattle.

McCann, R. S., & Jordan, K. (November, 1997). The distribution of attention across the elements of complex visual displays. Paper presented at the annual meeting of the Psychonomic Society, Philadelphia.

Jordan, K., Haars, K. E., Chavez, K. E., & Ford, E. (April, 1997). *Misalignment, segmentation, motion: Contextual influences on the perception of line length.* Paper presented at the annual meeting of the Western Psychological Association, Seattle.

Jordan, K. (October, 1996). Defining the context in length illusions: Segmentation and misalignment effects. Paper presented at the annual meeting of the Psychonomic Society, Chicago.

Jordan, K., Litwin, J. L., & Elliott, N. L. (November, 1995). "Directional" letters facilitate the processing of misoriented words. Paper presented at the annual meeting of the Psychonomic Society, Los Angeles.

Jordan, K., Elliott, N. L., & Litwin, J. L. (March, 1995). A two-stage model of processing misoriented words. Paper presented at the annual meeting of the Western Psychological Association, Los Angeles.

Jordan, K., & Johnson, J. M. (November, 1994). Word-length effects and misorientation: Serial processing or attentional shift? Paper presented at the annual meeting of the Psychonomic Society, St. Louis.

Jordan, K. (April, 1994). Additive effects of word frequency and orientation on misoriented words. Paper presented at the annual meeting of the Western Psychological Association, Kona.

Jordan, K., Huntsman, L. A., & Johnson, J. (April, 1994). Letter case as a cue to processing misoriented words. Paper presented at the annual meeting of the Western Psychological Association, Kona.

Lee, K. K., & Jordan, K. (April, 1994). Priming and incubation effects on anagram solving. Paper presented at the annual meeting of the Western Psychological Association, Kona.

Jordan, K., Ricksecker, C., Cullen, J., & Goodman, A. (April, 1993). Frequency effects on lexical decisions about misoriented words. Paper presented at the annual meeting of the Western Psychological Association, Tempe.

Jordan, K., & Huntsman, L. A. (November, 1992). *Misorientation affects UPPER-CASE more than Mixed-case words*. Paper presented at the annual meeting of the Psychonomic Society, St. Louis.

Jordan, K., & Huntsman, L. A. (June, 1992). *Misoriented words show persistent word-length effects within the fovea*. Paper presented at the annual meeting of the American Psychological Society, San Diego.

Bauersfeld, K., & Jordan, K. (April, 1992). *Reading rotated text: Image versus frame rotation revisited.* Paper presented at the annual meeting of the Western Psychological Association, Portland, OR.

Davilla, D. M., Shively, R. J., & Jordan, K. (April, 1992). *The transfer of multimodal vs. unimodal prototypes.* Paper presented at the annual meeting of the Western Psychological Association, Portland, OR.

Delzell, S., & Jordan, K. (April, 1992). *Prior perceptual processing facilitates reading misoriented words*. Paper presented at the annual meeting of the Western Psychological Association, Portland, OR.

Jones, R. M., Huntsman, L. A., & Jordan, K. (April, 1992). Location of a correct letter guides anagram solution. Paper presented at the annual meeting of the Western Psychological Association, Portland, OR.

Lee, K. K., & Jordan, K. (April, 1992). Relatedness and word frequency effects of primes upon anagram solution. Paper presented at the annual meeting of the Western Psychological Association, Portland, OR.

Smith, N. M., & Jordan, K. (April, 1992). Creating visual illusions with imagined stimuli: Testing for perceptual equivalence. Paper presented at the annual meeting of the Western Psychological Association, Portland, OR.

Jordan, K., & Huntsman, L. A. (November, 1991). String length and repetition affect lexical decisions about disoriented letter strings. Paper presented at the annual meeting of the Psychonomic Society, San Francisco.

Jordan, K., & Huntsman, L. A. (April, 1991). Specific visual transfer in processing misoriented words: Prior episodes matter. Paper presented at the annual meeting of the Western Psychological Association, San Francisco.

Jordan, K., & Huntsman, L. A. (November, 1990). *Repetition effects on lexical decisions about misoriented letter strings*. Paper presented at the annual meeting of the Psychonomic Society, New Orleans.

Huntsman, L., & Jordan, K. (April, 1990). Image rotation of misoriented letter strings: No internal frame rotation. Paper presented at the annual meeting of the Western Psychological Association, Los Angeles.

Jordan, K., & Huntsman, L. (November, 1989). Orientation-specific transfer in a lexical decision task. Paper presented at the annual meeting of the Psychonomic Society, Atlanta.

Jordan, K., & English, P. W. (April, 1989). Length integration within the attentional field. Paper presented at the annual meeting of the Western Psychological Association, Reno.

Huntsman, L., & Jordan, K. (April, 1989). Image rotation of misoriented words. Paper presented at the annual meeting of the Western Psychological Association, Reno.

Jordan, K. (April, 1989). Visual attentive fields and geometric illusions: Spatial considerations. Invited address at the annual meeting of the Western Psychological Association, Reno.

Jordan, K., & English, P. (November, 1988). Visual attentive fields and geometric illusions: Spatial characteristics. Paper presented at the annual meeting of the Psychonomic Society, Chicago.

Jordan, K., Huntsman, L., **Delzell, S., & Lam, F.** (April, 1988). *Identification times for misoriented words in rectangular and circular frames.* Paper presented at the annual meeting of the Western Psychological Association, San Francisco.

Jordan, K., & Schiano, D. J. (April, 1988). *Mueller-Lyer illusion decrement with and without free inspection*. Paper presented at the annual meeting of the Western Psychological Association, San Francisco.

English, P., & Jordan, K. (April, 1988). Simultaneous sampling and length contrast. Paper presented at the annual meeting of the Western Psychological Association, San Francisco.

Rosenberg, E. L., Haines, R. F., & Jordan, K. (April, 1988). Window shape and reticle presence affect performance in a vertical adjustment task. Paper presented at the annual meeting of the Western Psychological Association, San Francisco.

Jordan, K. (November, 1987). *Identification times for misoriented words*. Paper presented at the annual meeting of the Psychonomic Society, Seattle, WA.

Schiano, D. J., & Jordan, K. (August, 1987). *Imagery and illusion: When expectations are wrong*. Paper presented at the annual meeting of the American Psychological Association, New York.

Jordan, K., & Huntsman, L. (April, 1987). Orientation cuing and recognition time for misoriented words. Paper presented at the annual meeting of the Western Psychological Association, Long Beach, CA.

Jordan, K., & Haleblian, J. (April, 1987). Orientation specificity of simultaneous and sequential length contrast. Paper presented at the annual meeting of the Western Psychological Association, Long Beach, CA.

Jordan, K., Haleblian, J., & Uhlarik, J. (November, 1986). An orientation contingent length illusion. Paper presented at the annual meeting of the Psychonomic Society, New Orleans, LA.

Schiano, D. J., & Jordan, K. (August, 1986). *Mueller-Lyer illusion decrement under varying stimulus exposure conditions*. Paper presented at the annual meeting of the American Psychological Association, Washington, D.C.

Jordan, K., & Schiano, D.J. (May, 1986). Simultaneous length contrast depends on relative not absolute spatial separation. Paper presented at the annual meeting of the Western Psychological Association, Seattle, WA.

Jordan, K., & Uhlarik, J. (May, 1986). The disinhibition test and contrast effects: A critique and revision. Paper presented at the annual meeting of the Western Psychological Association, Seattle, WA.

Randall, J., & Jordan, K. (May, 1986). Effects of oblique and contextual lengths on Ponzo illusion magnitude. Paper presented at the annual meeting of the Western Psychological Association, Seattle, WA.

Jordan, K., & Schiano, D. J. (April, 1985). Serial processing and the parallel line illusion: Functional equivalence of temporal and spatial separation. Paper presented at the annual meeting of the Western Psychological Association, San Jose, CA.

Jordan, K., & Uhlarik, J. (November, 1984). Spatial separation produces length contrast in the Mueller-Lyer figure. Paper presented at the annual meeting of the Psychonomic Society, San Antonio, TX.

Jordan, K., & Uhlarik, J. (November, 1983). *The Mueller-Lyer aftereffect: Temporal separation produces length contrast.* Paper presented at the annual meeting of the Psychonomic Society, San Diego, CA.

Jordan, K., & Uhlarik, J. (November, 1982). Interaction of length aftereffect and simultaneous length illusion. Paper presented at the annual meeting of the Psychonomic Society, Minneapolis, MN.

Jordan, K., & Uhlarik, J. (May, 1981). Tests for contrast in the outgoing Mueller-Lyer figure. Paper presented at the annual meeting of the Rocky Mountain Psychological Association, Denver, CO.

Jordan, K. (April, 1979). *The role of perceived spatial frequency in pattern contingent color aftereffects*. Paper presented at the annual meeting of the Kansas Academy of Sciences, Wichita, KS.

Uhlarik, J., Pringle, R., Jordan, K., & Misceo, G. (November, 1978). Judgmental attitude and size constancy scaling in two-dimensional pictorial arrays. Paper presented at the annual meeting of the Psychonomic Society, San Antonio, TX.

Jordan, K., & Uhlarik, J. (November, 1978). Color aftereffects contingent on perceived spatial frequency. Paper presented at the annual meeting of the Psychonomic Society, San Antonio, TX.

UNIVERSITY SERVICE

Acting Chair, Department of Psychology, San Jose State University (1999 - 2000).

Member, San Jose State University Foundation Board of Directors (October, 1995 - May, 1999).

Chair, Sponsored Projects Advisory Committee, San Jose State University Foundation (October, 1995 – May, 1999).

Chair, Search Committee, Interim Academic Vice-President, Graduate Studies and Research, San Jose State University (Summer, 1998).

Member, Retention, Tenure, and Promotion Committee, College of Social Sciences, San Jose State University (2000 – 2012; chair, 2005, 2006, 2007, 2009, 2010, 2011).

Member, Outstanding Professor Selection Committee, Academic Senate, San Jose State University (2001 - 2004).

Member, Advisory Committee, Metropolitan Technology Center at NASA Research Park, Graduate Studies and Research, San Jose State University (2002 - 2005).

Member, Academic Integrity Subcommittee, NCAA Certification Committee, San Jose State University (Fall, 2001).

Associate Chair, Search Committee, Academic Vice-President, Graduate Studies and Research, San Jose State University (Spring, 1999).

Member, Founding Faculty, Interdisciplinary Graduate Program in Human Factors and Ergonomics, San Jose State University, (1993 – present).

Member, Forensic Mental Health Scholarship Committee, College of Social Work, San Jose State University (1999 - 2004).

Member, Academic Roundtable, San Jose State University (December, 1995 - 2000).

Member, Research Committee, Department of Psychology, San Jose State University (1991 - present).

Member, Executive Committee, Department of Psychology, San Jose State University (1990 – 2000; 2004 - present).

Member, Recruitment Committee, Department of Psychology, San Jose State University (1987 - 1988; 1990 - 1991; 1992 - present; Acting Chair, Spring, 1998; Chair, 1999-2000).

Member, Undergraduate Curriculum Committee, Department of Psychology, San Jose State University (1984 - 1987; 1995 - 1998).

Chair, Retention, Tenure, and Promotion Committee, Department of Psychology, San Jose State University (1992 – 1995; 2013 - 2015).

Member, Retention, Tenure, and Promotion Committee, Department of Psychology, San Jose State University (1989 – 1991; 2012 - 2015).

Coordinator, MA program, Department of Psychology, San Jose State University (June, 1987 - August, 1993; August, 2000 – Jan, 2001).

Chair, Design and Analysis Committee, Department of Psychology, San Jose State University (June, 1987 - August, 1993).

Faculty Adviser, Psi Chi, The Student Honor Society, Department of Psychology, San Jose State University (1986 - 1991).

Member, Graduate Studies Committee, Department of Psychology, San Jose State University (1984 - 1989; Chair, Fall, 1989).

Member, Program Planning Committee, Department of Psychology, San Jose State University (1989).

Member, University Research Committee, San Jose State University (1988 - 1989).

Member, Research Committee, School of Social Sciences, San Jose State University (1986 - 1987).

LIST OF MA/MS THESES CHAIRED

Arsintescu	Lucia	Dec-03
Austin	David	May-00
Awe	Cynthia	Dec-88
Bauersfeld	Kristin	Aug-92
Bautista	Abigail	Aug-94
Beatty	Jane	May-91
Beckum	LaQuisha	Aug-08
Belcher	Sean	May-99
Bischoff	Jolene	Aug-04
Brody	Adam	May-91
Cabrall	Christopher	Dec-10
Cashion	Paddy	Aug-96
Ceric	Damir	Aug-07
Chun	Elvin	Aug-95
Chute	Rebecca	May-94
Colletti	Laura	May-07
Crane	Barry	May-99
Dao	Aric	Aug-08
Davilla	Donna	May-92
Davison	Jeannie	May-02
Delzell	Susanne	Aug-92
Dowell	Susan	May-02
Dulchinos	Victoria	Aug-03
Dunbar	Melisa	Aug-97
Durga	Naveen	Dec-11
Edmiston	Robert	May-96
English	Peter	May-88
Feary	Michael	May-98
Goodman	Allen	Dec-96
Heers	Susan	Aug-92
Hill	Laurel	May-99

Hinz	Stephanie	May-89
Hoang	Vicki	Dec-96
Hoffman	Chris	Dec-94
Hogan	Timothy	Dec-87
Holland	Sheila	Dec-98
Homola	Jeffrey	Aug-08
Huang	Kristin	Dec-08
Hunt	Sarah	Dec-13
Jobe	Kimberly	May-94
Jones	Karen	Aug-01
Kenny	Caitlin	Dec-12
Kravitz	Jamie	Dec-07
Kunkle	Christina	Dec-11
Lee	Katharine	Dec-93
Logsdon	Betsy	Aug-96
Lozito	Sandra	Dec-88
Luna	Rocio	May-14
Lynch	Jean	Dec-93
Lynn	Amy	Aug-08
McDaniel	Naomi	May-99
McDonnell	Lori	Dec-95
Mercer	Joey	Dec-08
Montalvo	Michael	Aug-02
Munro	Pamela	Dec-03
Nord	Kirsten	May-98
Ott	Joseph	Dec-14
Oyung	Raymond	Dec-03
Pepitone	David	May-88
Puentes	Antonio	Dec-11
Ratzlaff	Cordell	Dec-86
Romera	Maria	Aug-00
Ruthruff	Audra	Dec-03
Sabada	Vasadha	Dec-95
Salud	Ellen	Aug-13
Sanford	Beverly	Aug-92
Schonka	Sophie	May-89
Schwirzke	Martin	Aug-92
Shelden	Steven	May-97
Smith	Steven	Dec-86
Staveland	Lowell	Dec-88
Taula	Margarita	Aug-13
Tepin	Michael	Dec-87
Tomko	Linda	Dec-14

Tran	Tuan	May-00
Tse	Steven	May-00
Weiss	Robin	Dec-87
Williams	Jennifer	Aug-08
Wood	Wayne	May-91

Santa Cruz Port District

APPLICATION FOR APPOINTMENT TO SANTA CRUZ PORT COMMISSION

Instructions:

If you are interested in serving on the Santa Cruz Port Commission, complete the following application and return it along with a resume and "Statement of Qualifications," to the Santa Cruz Port District Commission, 135 5th Avenue, Santa Cruz, California, 95062. Applications must be filed by no later than 5:00 pm, Monday, December 9, 2019, as specified in the "Notice of Vacancy." Appointment will be made by the remaining members of the Port Commission at a special public meeting to be held on Tuesday, December 17, 2019, at 7:00 pm, in the Harbor Public Meeting Room, 365-A Lake Avenue, Santa Cruz.

Thank you for your interest in serving Santa Cruz Port District.

PERSONAL INFORMATION:

NAME		Vicki Vance
ADDRESS		248 9th Ave
		Santa Cruz, CA 95062
PHONE	(Home)	
	(Business)	
	(Cell)	831-239-7656
EMAIL		vickivancesc@gmail.com

PREVIOUS COMMISSION OR COMMITTEE SERVED:

Public Commission, Board or Committee	Term

WORK / VOLUNTEER EXPERIENCE:

Name of Body	<u>Address</u>	Position	Term
Youth Against Settlements	Hebron, Palestine	Board Member	2014-
Iron EagleFeather Project	Rosebud Reservation	Board Member	2015-

STATEMENT OF QUALIFICATIONS:

Please attach your resume, and a brief statement (500 words or less) indicating why you are interested in serving on the Santa Cruz Port Commission and why you are qualified for the appointment.

CERTIFICATION:

I certify that I am a registered voter within the Santa Cruz Port District boundaries, and that the above information is true and correct. I authorize the verification of the information in the application in the event I am a finalist for the appointment.

-DocuSigned by: Vicki Vance

12/6/2019

Signature

Date

Vicki Vance Santa Cruz, CA

Vicki Vance is a long time Santa Cruz resident. She is a former high-tech CEO and founder of the software development company DriveDev, Inc., which was purchased by Canadian technology company Pythian in 2014. She now devotes her energy to humanitarian and spiritual pursuits.

Vance attended the Ohio State University where she majored in Journalism, and the University of the Philippines where she received her MA in International Relations. She was a Peace Corps volunteer in the Philippines and a foreign correspondent for United Press International in Southeast Asia. Upon returning to the U.S., she was the first woman member of the Ohio Press Corps, reporting on state politics for the Cincinnati Post, the Cleveland Press and the Columbus Citizen Journal.

Moving to Washington DC, Vance then worked for the AFL-CIO as Director of Information Services for nearly two years. She then moved to California where she worked for State Treasurer Jesse Unruh, before starting her own marketing company which led her to technology firms in the San Francisco Bay Area, and eventually founding her own software development company.

She spent eight years in the Middle East and is a founding member of Youth Against Settlements and worked with Mercy Corps in Gaza and Doctors Without Borders throughout the West Bank, Palestine.

She is committed to social justice and activism. She was called to Standing Rock, and is devoted to the struggle for the rights of Indigenous People. She is a member of the board of the Iron EagleFeather Project.

Vance ran for the Port Commission in 2016, with endorsements from the Santa Cruz Democratic Party, Bernie Sanders Progressive Democrats, the AFL-CIO, SEIU, The Monterey Bay Labor Counsel, the Sheet Metal Workers Union, the Operating Engineers, Local 3, and many, many more. She finished that race in fourth place.

She is a member of the Santa Cruz Harbor community, and lives aboard her boat there. Her goal is to uphold the values of the community in maintaining a safe and secure harbor for the recreational and commercial boating members. As a businesswoman, she brings her experience in budgeting, contracting and management to the table. In addition, she will work diligently to securing the Harbor's future by working on such issues as climate change and its effect on the Harbor.

Since this appointment replaces only the second woman ever to sit on the Port Commission, I sincerely hope the Commission will consider naming another woman to the Commission.

Date	No.	Vendor	Description	Amount
11/1/2019	52591	California Department of Fish and Wildlife	Permit Amendment - Aldo's Seawall	\$ 1,493.00
11/8/2019	52592	American Textile & Supply, Inc.	Oil Absorbent Pads	\$ 1,569.92
11/8/2019	52593	A Sign ASAP!	Harbor Logo Decals	\$ 130.80
11/8/2019	52594	AT&T Mobility	Tablet Service	\$ 237.63
11/8/2019	52595	Bay Building Janitorial, Inc.	Janitorial Services	\$ 5,292.00
11/8/2019	52596	Big Creek	Drywall Screws, Utility Knives, Sponge	\$ 59.94
11/8/2019	52597	BSD OF SANTA CRUZ	Claim Settlement	\$ 250.00
11/8/2019	52598	Burke, Williams & Sorensen, LLP	Legal Consultation	\$ 2,336.72
11/8/2019	52599	Byte Technology	Website Maintenance / Updates	\$ 359.25
11/8/2019	52600	Carpi & Clay	Washington Representation	\$ 800.00
11/8/2019	52601	Comcast	Business Internet	\$ 153.38
11/8/2019	52602	Complete Mailing Service	Statement Mailing & Postage	\$ 528.88
11/8/2019	52603	Crow's Nest Restaurant	1/2 Concession Lot Garbage (Tenant Reimbursable)	\$ 2,457.18
11/8/2019	52604	Employee #24	Vacation Payout	\$ 2,111.65
11/8/2019	52605	FedEx Office	Shipping	\$ 49.46
11/8/2019	52606	Grainger	Equipment Lube, Staples	\$ 238.22
11/8/2019	52607	Granite Construction Company	Aldo's Seawall Progress Payment	\$ 429,495.00
11/8/2019	52608	Gsolutionz	Telephone System Maintenance	\$ 199.99
11/8/2019	52609	Hoover, James	Security Deposit Refund	\$ 256.14
11/8/2019	52610	Hose Shop	Twin Lakes Hose, Fittings & Adapter, Hand Cleaner	\$ 2,197.38
11/8/2019	52611	Jim Clark	Annual Backflow Testing	\$ 366.00
11/8/2019	52612	Lawson	Squirt Screws & Washers	\$ 696.94
11/8/2019	52613	Marine Travelift, Inc.	Travelift Straps	\$ 3,891.60
11/8/2019	52614	Matheson Tri-Gas, Inc.	Welding Gas	\$ 506.70
11/8/2019	52615	Mesiti-Miller Engineering, Inc.	Aldo's Seawall Accessway Improvement Plans, Construction Administration	\$ 15,290.80
11/8/2019	52616	Mid County Auto Supply	Generator Battery, Charger & Filters	\$ 235.52
11/8/2019	52617	Mission Uniform Service	Uniform Pants	\$ 61.00
11/8/2019	52618	Nicholas Henning	Refuse Collection	\$ 2,250.00
11/8/2019	52619	North Bay Ford	2019 Ford F150 Patrol Vehicle	\$ 35,605.09
11/8/2019	52620	Pacific Gas & Electric Company	Utilities	\$ 20,318.87
11/8/2019	52621	Palace Art & Office Supply	Office Supplies	\$ 231.05
11/8/2019	52622	Praxair Distribution Inc.	Welding Gas & Cuttings Wheels	\$ 709.00
11/8/2019	52623	Roberts, Forrest	Claim Settlement	\$ 289.10
11/8/2019	52624	Employee #234	10/16/19-10/31/19 Payroll	\$ 211.94
11/8/2019	52625	Rouhier, Kathy	Security Deposit Refund	\$ 325.50

Date	No.	Vendor	Description		Amount
11/8/2019	52626	SC Fuels	Fuel Dock Gas & Diesel	\$	23,131.55
11/8/2019	52627	Santa Cruz Municipal Utilities	Utilities	\$	13,700.23
11/8/2019	52628	Southeast Publications	2020 Harbor Visitor Guide - Boatyard	\$	519.00
11/8/2019	52629	The Home Depot Pro Institutional	Janitorial Supplies	\$	813.81
11/8/2019	52630	Triton Construction	Designated Fuel Operator Service	\$	100.00
11/8/2019	52631	U.S. Bank Equipment Finance	Copier Lease	\$	151.32
11/8/2019	52632	US Relay	Webcam Service	\$	484.00
11/8/2019	52633	Verizon Wireless	Cell Phone & Tablet Service	\$	313.53
11/8/2019	52634	West Coast Wire Rope	Twin Lakes Rigging Sling	\$	196.23
11/8/2019	52635	West Marine Pro	Wiper Blades for Almar	\$	61.00
11/8/2019	52636	West Marine Pro	Boatyard Retail Items	\$	282.80
11/8/2019	52637	Data Ticket, Inc.	Citation Processing - September	\$	616.89
11/8/2019	52638	Bellingham Marine Industries, Inc.	Phase II - Pile Replacement Project & Change Order #1 (\$66,667 Emergency Boatyard Marine Ways Repair)	\$ 1	,352,252.80
11/20/2019	52639	Employee #188	11/16/19-11/20/19 Final Pay	\$	3,488.89
11/25/2019	52640	ACCO Engineered Systems	Quarterly Boiler Maintenance 2222 East Cliff Drive	\$	335.00
11/25/2019	52641	Ace Portable Services	Portable Toilet Rental	\$	95.93
11/25/2019	52642	Allied Administrators for Delta Dental	Dental Insurance	\$	2,613.99
11/25/2019	52643	AmeriDyn	Dynamics GP 2018 Accounting Software Upgrade	\$	2,727.00
11/25/2019	52644	APED	Equipment Belt	\$	7.41
11/25/2019	52645	AT&T	Telephone	\$	2,304.21
11/25/2019	52646	Atchison Barisone Condotti & Kovacevich	Legal Consultation - Pending Litigation	\$	10,116.11
11/25/2019	52647	СІТ	Telephone System Lease	\$	323.09
11/25/2019	52648	Big Creek	Launch Ramp Tire Chocks, Door Trim, Fuel Dock Repair Lumber, Concrete & Tool for Parking Meter Repair, Parking Control Kiosk Shingles, Aerator Power Box	\$	715.45
11/25/2019	52649	Blueprint Express of Santa Cruz	Pappy Park Plan Copies, Aldo's Seawall Public Access Improvement Plan Copies	\$	149.85
11/25/2019	52650	Cale America, Inc.	CALE Monthly Service	\$	832.00
11/25/2019	52651	California Regional Water Quality Control Board	Annual Dredge Permit Fee	\$	4,000.00
11/25/2019	52652	Central Coast Systems	Quarterly Fire Alarm Service - 2222 East Cliff Drive & Maintenance Building	\$	210.00
11/25/2019	52653	Comcast	Business Television & Internet	\$	219.09
11/25/2019	52654	Computer Technical Specialists, Inc.	Software License, Computer Peripherals, Launch Ramp Camera Streaming, E-mail Scanning & Backup, IT Support	\$	4,921.73
11/25/2019	52655	County of Santa Cruz Auditor	Citation Tax - September & October	\$	5,788.50
11/25/2019	52656	Crow's Nest Restaurant	1/2 Concession Lot Garbage (Tenant Reimbursable)	\$	2,944.12
11/25/2019	52657	Elevator Service Company	Monthly Elevator Service (\$218.40 Tenant Reimbursable)	\$	420.00
11/25/2019	52658	Ewing Irrigation Products, Inc.	Pesticide Sprayer Handle	\$	21.23

Date	No.	Vendor	Description	4	Amount
11/25/2019	52659	Fastenal Company	Silicon Sealant, Nuts & Bolts, Respirators, Drinking Water, Twin Lakes Fittings	\$	1,182.04
11/25/2019	52660	FedEx Office	Shipping	\$	104.36
11/25/2019	52661	Ferguson Enterprises, Inc.	Track Bolts for Pipe Weights, Toilet Wax Rings	\$	3,024.35
11/25/2019	52662	Filtrexx	Storm Water Drain Filters	\$	1,062.75
11/25/2019	52663	First Alarm Security & Patrol, Inc.	Security Patrol	\$	4,336.08
11/25/2019	52664	FRANK RIBEIRO	Galvanized Chain	\$	437.50
11/25/2019	52665	Fresno Pipe & Supply	Booster Pump Piping	\$	1,608.62
11/25/2019	52666	Garda CL West, Inc.	Deposit Courier Service	\$	277.15
11/25/2019	52667	GILMOUR, CRAIG	Security Deposit Refund	\$	544.50
11/25/2019	52668	GP Crane & Hoist	Quarterly Hoist Maintenance	\$	389.19
11/25/2019	52669	Grainger	Parking Meter Batteries, Cleaning Wipes, Hand Soap, Electrical Outlets, Squeegees	\$	298.08
11/25/2019	52670	Hishmeh, Donny	Credit Balance Refund	\$	5.95
11/25/2019	52671	Hose Shop	Pipe Adapter, Twin Lakes Nylon Hose Sleeve, Toyo Pump Clamps & Hose	\$	290.55
11/25/2019	52672	Jim Clark	Annual Backflow Testing	\$	915.00
11/25/2019	52673	Jorgensen, Siegel, McClure & Flegel, LLP	Legal Consultation	\$	937.50
11/25/2019	52674	Lawson	Dredge Pipe Hardware	\$	214.31
11/25/2019	52675	Leal, Matt	Security Deposit Refund	\$	101.58
11/25/2019	52676	Lighthouse Welding	Dauntless Steering System Repair	\$	1,507.00
11/25/2019	52677	Lockton Insurance Brokers, LLC	Vehicle Insurance	\$	390.76
11/25/2019	52678	MANNING, DWIGHT	Security Deposit Refund	\$	120.92
11/25/2019	52679	Marine Lien Sale Service	Vessel Lien Services	\$	480.00
11/25/2019	52680	Matheson Tri-Gas, Inc.	Welding Gas	\$	523.59
11/25/2019	52681	McDermott, Dick	Parking Space Rental - 497 Lake Avenue	\$	150.00
11/25/2019	52682	McMaster-Carr Supply Company	Padlocks, Rust Converting Primer, Squirt Cutterhead Shaft Collars, File Set	\$	1,009.70
11/25/2019	52683	Mid County Auto Supply	Oil, Fuel Filters, Belts, Generator Plug, Utility Truck Washer Motor, Anti-Seize Lubricant, Oil Filter Cutter, Dredge Vehicle Brake Hose	\$	617.87
11/25/2019	52684	Mission Uniform Service	Uniform Service, Dredge Crew Foul Weather Gear	\$	1,181.93
11/25/2019	52685	Moffat & Nichol	East Public Pier Inspection	\$	4,096.40
11/25/2019	52686	Monterey Bay Air Resources District	Permit Fees - Maintenance Generator	\$	4,126.00
11/25/2019	52687	Operating Engineers Local Union No. 3	Union Dues (Payroll Deduction)	\$	320.00
11/25/2019	52688	Pacific Gas & Electric Company	Utilities	\$	1,631.44
11/25/2019	52689	Palace Art & Office Supply	Office Supplies	\$	108.54
11/25/2019	52690	San Lorenzo	Potting Soil & Plants	\$	72.64
11/25/2019	52691	SC Fuels	Fuel Dock Gas & Diesel	\$	23,129.16

Date	No.	Vendor	Description	Amount
11/25/2019	52692	Santa Cruz Municipal Utilities	Utilities	\$ 15,984.63
11/25/2019	52693	Staples Credit Plan	Office Supplies	\$ 45.59
11/25/2019	52694	Taylor, Jordyn & Kate	Security Deposit Refund	\$ 115.66
11/25/2019	52695	The Home Depot Pro Institutional	Janitorial Supplies	\$ 322.27
11/25/2019	52696	Thom, Rebecca	Security Deposit Refund	\$ 217.50
11/25/2019	52697	Toyo Pumps North America Corp.	Toyo Pump, Control Panel, Toyo Pump Jet Ring	\$ 21,245.87
11/25/2019	52698	UNUM Life Insurance Co. of America	LTD/Life/AD&D Insurance	\$ 1,255.13
11/25/2019	52699	Valero Marketing & Supply Company	Fleet Fuel	\$ 1,981.57
11/25/2019	52700	Mark Larsen DBA: Viking	Window Cleaning	\$ 28.00
11/25/2019	52701	Wallace, Sandy	Security Deposit Refund	\$ 224.32
11/25/2019	52702	WARREN, CHRIS	Security Deposit Refund	\$ 60.62
11/25/2019	52703	West Coast Wire Rope	Twin Lakes Wire Rope & Wire Lubricant	\$ 4,880.61
11/25/2019	52704	West Marine Pro	Personal Flotation Devices for Dredge Crew, Boat Hook, Twin Lakes Paint	\$ 932.53
11/25/2019	52705	West Marine Pro	Boatyard Retail Items	\$ 40.22
11/25/2019	52706	WILSON, MARK	Security Deposit Refund	\$ 47.00
11/25/2019	52707	Zee Medical Service Co.	First Aid Supplies	\$ 159.94
11/25/2019	52708	Bay Plumbing Supply, Inc.	Gauge, Sealant, Bushings, Valve & Handle, Pipe Fittings, Water Bottle Fill System Parts, Cement, Mesh, Hose Bibs, Urinal Cartridges, Public Meeting Room Faucet, Toilet Fill Valve	\$ 1,491.75
11/5/2019	Various	Various Employees	10/16/19-10/31/19 Payroll	\$ 15,397.64
11/20/2019	Various	Various Employees	11/1/19-11/15/19 Payroll	\$ 15,319.72
11/1/2019	EFT	Merchant Services	Online BillPay Credit Card Fees	\$ 162.09
11/1/2019	EFT	Merchant Services	CALE Credit Card Fees	\$ 1,326.84
11/1/2019	EFT	Merchant Services	Boatyard Credit Card Fees	\$ 464.44
11/1/2019	EFT	ChargeltPro	Front Desk Credit Card Fees	\$ 1,702.06
11/1/2019	EFT	Electronic Payments	Fuel Dock Credit Card Fees	\$ 554.04
11/1/2019	EFT	Transaction Express	Online BillPay ACH Fees	\$ 306.04
11/5/2019	EFT	PAYCHEX	Time & Attendance Fees	\$ 109.25
11/5/2019	EFT	Empower Retirement	457 Contributions (Payroll Deduction)	\$ 2,631.10
11/5/2019	EFT	CalPERS	Health Insurance	\$ 34,425.29
11/5/2019	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 7,259.01
11/5/2019	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 707.94
11/5/2019	EFT	РАҮСНЕХ	Payroll Service Fees	\$ 438.44
11/5/2019	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 7,787.43
11/5/2019	EFT	California State Disbursement Unit	Wage Garnishment	\$ 250.00

Date	No.	Vendor	Description	Amount
11/7/2019	EFT	Comerica Commercial Card Services	rravel Expense - CMANC, Haunted Harbor Supplies, Workplace App Subscription, Human Resources Webinar, CSMFO Meeting, Boatyard Media Vessel, CALPELRA Conference Registration, Employment Advertising, Car Show Shirts, <i>Dauntless</i> Documentation Renewal, Board Secretary Conference Registration, Commission Meeting Refreshments, Dredge Monitor Vehicle Door Hinge, Pesticide Applicators Seminar Membership, Water Bottle Filling Station, Harbor Office Display Plaque, Canopy Screen Printing, 2222 East Cliff Drive Deck Acrylic, <i>Twin Lakes</i> Generator Gauge, Boatyard Propeller Puller Parts, Boatyard Drain Filter Mesh, Sounding Software Renewal, Bird Deterrents, Radio Antennas	
11/12/2019	EFT	ChargeltPro	Front Desk Credit Card Gateway Fee	\$ 17.32
11/13/2019	EFT	Comerica Bank	Bank Service Fees	\$ 1,275.05
11/19/2019	EFT	CalPERS	Unfunded Accrued Liability	\$ 22,449.97
11/19/2019	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 7,784.25
11/19/2019	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 7,394.14
11/19/2019	EFT	CalPERS	Unfunded Accrued Liability	\$ 965.16
11/19/2019	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 697.52
11/19/2019	EFT	CalPERS	Unfunded Accrued Liability	\$ 305.64
11/20/2019	EFT	Empower Retirement	457 Contributions (Payroll Deduction)	\$ 2,914.66
11/20/2019	EFT	РАҮСНЕХ	Payroll Service Fees	\$ 459.10
11/20/2019	EFT	California State Disbursement Unit	Wage Garnishment	\$ 250.00
11/5/2019	EFT	РАҮСНЕХ	10/16/19-10/31/19 Payroll Direct Deposit	\$ 57,740.59
11/5/2019	EFT	PAYCHEX	10/16/19-10/31/19 Payroll Taxes	\$ 30,518.26
11/20/2019	EFT	PAYCHEX	11/1/19-11/15/19 Payroll Direct Deposit	\$ 61,196.47
11/20/2019	EFT	PAYCHEX	11/1/19-11/15/19 Payroll Taxes	\$ 33,608.85
Total Novem	ber 2019 [Disbursement		\$ 2,399,047.69

Santa Cruz Port District 135 5th Avenue Santa Cruz, CA 95062 831.475.6161 831.475.9558 Fax www.santacruzharbor.org



PORT COMMISSIONERS: Toby Goddard Dennis Smith Stephen Reed Darren Gertler Neli Cardoso

- TO: Port Commission
- FROM: Blake Anderson, Interim Harbormaster
- DATE: December 9th, 2019
- SUBJECT: Harbormaster's Report November 2019

BAYS Regatta

The Santa Cruz Yacht Club hosted the Bay Area Youth Sailing (BAYS) regatta on November 16 and 17, 2019. The large youth regatta featured 140 competitors ranging from 6 to 17 years old from yacht clubs throughout the state. It was one of the largest youth regattas in recent memory, with 105 small boats involved. The Yacht Club provided roughly 20 chase boats to keep everyone safe and to ensure boats moved in and out of the channel quickly and efficiently. The weather was perfect over the two-day event with sunny skies and moderate winds. Feedback from participants, parents and organizers was overwhelmingly positive. It was another great event hosted by the Santa Cruz Yacht Club!



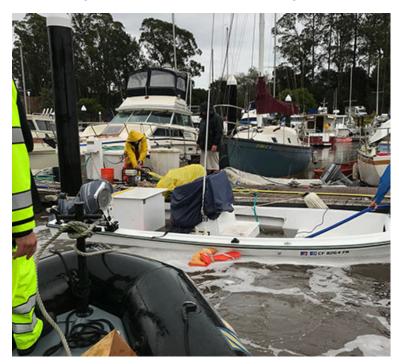
Crab Fishery Update

On November 20, 2019, the CA Dept. of Fish and Wildlife announced a delay of the CA Commercial Dungeness Crab season. The Director of CDFW made the determination that opening of the season would represent an unreasonable risk of whale entanglements due to observed numbers of migrating whales within the fishing grounds. Unfortunately, the fleet missed out on the Thanksgiving holiday demand, but crabbers are hopeful that they can bring product to market in time for the Christmas holiday. As of the date of this report, the statewide opening is set for December 15, 2019.

Rain Event

The first significant storm event of the season brought heavy rain and wind to the area between November 30th and December 3rd. Harbor Patrol staff spent much of their time on the docks ensuring that vessels were secure and afloat. Dozens of vessels were pumped out by staff throughout the storm, and owners were advised to either remove their vessels from the water or make necessary repairs. On Monday, December 2, 2019, heavy overnight and morning rains

resulted in 5 vessels sinking, including one 30' wooden commercial vessel which caused a diesel spill. Staff contained the spill with boom and worked with USCG to ensure that pollution risks were mitigated. The vessel was raised using airbags by Tow BoatUS on Tuesday evening. Additionally, Harbor Patrol staff was able to successfully raise two of the sunken vessels, which were then removed from the harbor by the owners. Two other vessels were raised on Wednesday by Tow Boat US using airbags. An email was sent out to slip licensees as a reminder to check vessels often during rain events and ensure that bilge pumps are working properly.



Parking Hangtag Discussions

Staff has been meeting internally to discuss the parking permit hangtag program, which was reintroduced in 2019. The consensus of staff is that we will once again continue to offer one hangtag to licensees in 2020. The implementation and design of the hangtag will be modified in order to mitigate some of the issues surrounding the program including misuse of the tags and the fabrication of counterfeit tags. The new tags will feature a holographic sticker affixed to the tag along with the regular parking sticker.



Training:

Dewatering Training

Harbor patrol staff participated in an in-house emergency dewatering exercise with the gas pump on November 14, 2019. The training included starting and deploying the gas pump offshore to simulate use on a sinking vessel as well as clean-up, care, and maintenance of the equipment.

November 15th Training Managers Meeting

Harbor Patrol Staff attended the County Law Enforcement Training Managers Meeting at the Aptos Sheriff's Service Center on November 15, 2019. Representatives from each county law enforcement agency were in attendance as well as representatives from Netcom and POST. The meeting is an opportunity for local agencies to discuss upcoming training opportunities as well as updates to protocols and standards that relate to law enforcement.

Navigation and AOR (Area of Responsibility) Training

Harbor Patrol staff participated in a navigation training in the Almar patrol boat on November 20, 2019. The voyage included a navigation exercise to Moss Landing Harbor and a general south county AOR overview including beach and landmark familiarity.

November 27, 2019, Fuel Dock Training

Harbor Patrol and fuel dock staff participated in an annual fuel dock training administered by Triton Fuel Services; the District's fuel system maintenance provider. Topics included an overview of the District's fuel delivery system as well as maintenance issues and emergency shutoff procedures.

Facilities and Engineering Manager's Report

Public Meeting of December 17, 2019

Dredging:

Federal Entrance Dredging

Crews continue to make steady progress digging in the harbor mouth. Crews plan to continue digging beyond the jetty mouth and deepen some areas directly outside the entrance, weather permitting, in an effort to mitigate impacts from the upcoming winter storms.

Cross-channel Pipe

The crew successfully repaired a large hole in the cross-channel pipeline, caused by chaffing on the concrete pile on the south end of the fuel dock extension. A new cross-channel pipe was constructed with a protective sleeve on the section that meets the pile.

<u>Squirt</u>

North harbor dredging has been temporarily halted while crews work to retrieve an old offshore pipe that has resurfaced. Crews have shored the functional offshore pipe to avoid the two pipes becoming entangled. Upon removal of the old offshore pipe, the crew will redeploy the active offshore pipe and continue digging.

<u>Toyo</u>

The new jet ring accessory for the Toyo pump has been installed and it performs effectively. Crews have made progress using the Toyo pump to deepen the X-J channel.

Maintenance:

Lift Stations

Crews have been performing maintenance on the A-dock and G-dock lift station plumbing systems. The discharge pipe walls are thinning, and valves are sticking. Crews are removing old piping, checking valves, and replacing with new piping and valves.

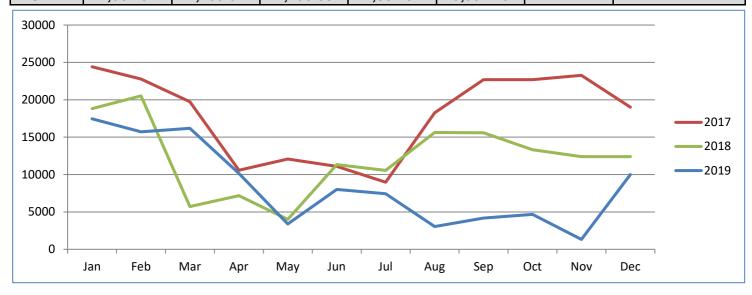
Pile Replacement Project - Phase II

Bellingham Marine returned and completed the installation of new pile rings and caps to conclude Phase II of the Pile Repair and Replacement Project.

Santa Cruz Port District 90+ DAY DELINQUENT ACCOUNTS

The followin	The following accounts have balances of days defindent of greater as of December 10, 2015								
Account Number	Current Month	30 Day Balance	60 Day Balance	90+ Day Balance	Total Balance	Commercial Slip	Action		
3375	599.75	810.04	558.43	542.79	2,511.01		Revoke		
2093	499.12	460.53	461.88	119.62	1,541.15		Revoke		
57459	268.12	468.16	268.45	231.55	1,236.28		Revoke		
58160	33.19	371.60	358.21	317.09	1,080.09		Bad Debt		
57096	0.00	0.00	0.00	1,073.74	1,073.74		Bad Debt		
56146	266.49	264.53	262.56	235.60	1,029.18		Revoke		
3654	300.93	298.68	300.36	57.63	957.60		Revoke		
57532	86.97	86.47	85.96	60.46	319.86		Revoke		
57928	0.00	0.00	0.00	248.84	248.84		Bad Debt		
TOTAL:	2,054.57	2,760.01	2,295.85	2,887.32	9,997.75				

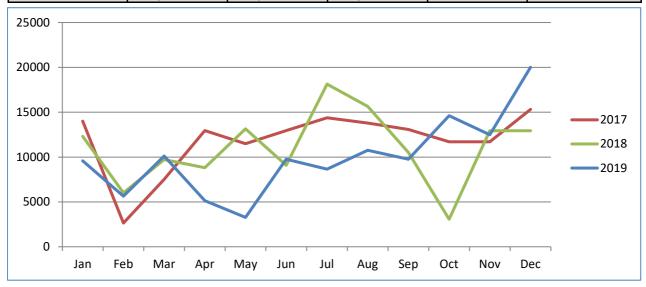
The following accounts have balances 90 days delinquent or greater as of December 10, 2019

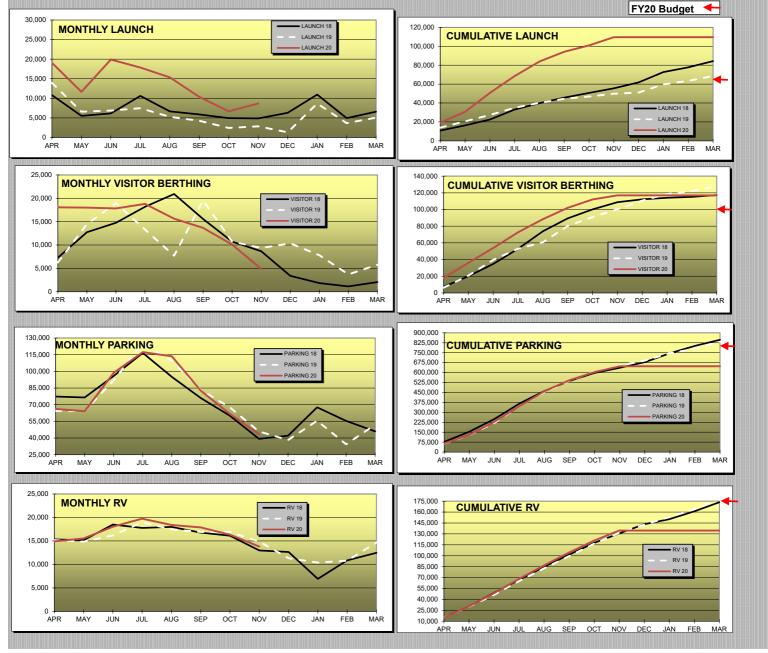


Santa Cruz Port District 60 DAY DELINQUENT ACCOUNTS

The following ac	The following accounts have balances to days definduent as of December 10, 2019								
Account	Current	30 Day	60 Day	90 Day	Total Balance				
Number	Month	Balance	Balance	Balance					
4134	1,121.80	1,198.63	13.68	0.00	2,334.11				
57018	789.24	782.97	687.99	0.00	2,260.20				
3094	592.00	592.21	448.88	0.00	1,633.09				
47248	424.85	421.58	393.30	0.00	1,239.73				
48016	415.80	412.60	384.40	0.00	1,212.80				
55776	384.87	381.92	353.97	0.00	1,120.76				
4039	377.98	375.09	347.20	0.00	1,100.27				
3786	364.97	362.18	286.18	0.00	1,013.33				
48666	436.54	437.03	138.00	0.00	1,011.57				
56678	340.16	337.58	310.00	0.00	987.74				
3380	335.75	333.20	270.94	0.00	939.89				
56511	400.63	397.53	63.45	0.00	861.61				
57941	288.48	286.32	259.16	0.00	833.96				
57736	241.42	239.64	212.87	0.00	693.93				
58054	147.95	146.95	120.94	0.00	415.84				
56573	147.95	146.95	120.94	0.00	415.84				
58249	237.72	85.96	60.46	0.00	384.14				
58174	161.88	162.25	35.47	0.00	359.60				
57536	89.55	89.02	63.49	0.00	242.06				
58015	0.00	103.44	85.53	0.00	188.97				
1865	82.51	82.76	22.02	0.00	187.29				
3419	82.38	82.32	7.30	0.00	172.00				
57229	82.52	57.04	23.39	0.00	162.95				
58271	0.00	86.47	52.28	0.00	138.75				
58364	25.44	25.44	52.50	0.00	103.38				
Total:	7,572.39	7,627.08	4,814.34	0.00	20,013.81				

The following accounts have balances 60 days delinquent as of December 10, 2019





SEASONAL INCOME

Santa Cruz Port District 135 5th Avenue Santa Cruz, CA 95062 831.475.6161 831.475.9558 Fax www.santacruzharbor.org

Santa Cruz S

PORT COMMISSIONERS: Toby Goddard Dennis Smith Stephen Reed Darren Gertler Neli Cardoso

FROM: Blake Anderson, Interim Harbormaster

- DATE: December 9, 2019
- SUBJECT: Harbor Patrol Incident Response Report- November 2019

Search and Rescue, Patrol Boat Response

- 11/7/19 Harbor Patrol responded to a report of a vessel in distress in the area of the harbor entrance. Upon arrival, the vessel was drifting towards the west jetty. The vessel was taken under tow and brought to the launch ramp without incident.
- 11/19/19 Harbor Patrol responded to a report of two windsurfers in distress near Greyhound Rock State Park, approximately fifteen nautical miles north of Santa Cruz. Winds were out of the NW at 20kts with choppy seas. After passing Wilder Ranch, Harbor Patrol was contacted by Cal Fire and advised that the windsurfers had returned safely to shore. Harbor Patrol returned to the harbor without incident.
- 11/26/19 Harbor Patrol responded to a report of an injured surfer in the water near Steamers Lane. Once on scene, Harbor patrol stood-by as rescue swimmers from Santa Cruz Fire Department assisted the injured surfer to the Cowell's Beach stairs. The victim was treated by a waiting ambulance. Harbor Patrol was released from the scene.
- 11/26/19 Harbor Patrol responded to a report of a subject in distress (in the water) in the area of the Capitola Wharf. Netcom reported that a person had fallen off of the wharf and was struggling in the water. Prior to arriving on scene, Harbor Patrol was notified that the person was assisted to shore and was being treated for exposure. Harbor Patrol returned to the harbor without incident.

Crime Reports, Assist Outside Department and Incident Reports

- 11/6/19 Harbor Patrol took an incident report after two storage sheds at 790 Mariner Park Way were burglarized. The padlocks on each shed had been cut. Pacific Yachting & Sailing reported several small items stolen and SC Rowing Club reported that nothing appeared to have been taken. Security camera footage showed two subjects in the area within the timeframe, but the subjects could not be identified.
- 11/11/19 Harbor Patrol responded to Arana Gulch after a report of a bicyclist down. Harbor Patrol arrived on scene and found a bicyclist face down on the pathway. The

victim was unresponsive and not breathing. Harbor Patrol performed CPR on the subject until Santa Cruz Fire and AMR arrived. The victim was transported to Dominican Hospital and later died. Based on observations by medical personnel at the scene, it is believed that the victim suffered a medical emergency while riding his bicycle, which caused him to crash.

- 11/12/19 Harbor Patrol took a report for a minor vehicle collision near N-Dock. A large pick-up truck backed into a parking space and bent a Port District parking meter. It was determined that the meter was not damaged.
- 11/15/19 Harbor patrol took a report of a forklift accident on the west-side access road near G-Dock. Members of the dredge crew were moving dredge pipe to the staging area when one of the forklift's wheels went off the edge of the pavement, causing it to tip over. No injuries were reported, but the forklift was severely damaged.
- 11/17/19 Harbor Patrol responded to R-Dock for a report of a subject making suicidal threats. The subject was contacted, evaluated, and determined to not be suicidal.
- 11/28/19 Harbor Patrol responded to the area of V-Dock for a report of a body in the water. Harbor Patrol officers arrived on scene to find a deceased subject, identified as a live-aboard on V-Dock, in the water. The case was turned over to the Santa Cruz Sheriff-Coroner.

191 Parking citations were issued in November.

2019

January-March

- ✓ Committee assignments for 2019
- ✓ Sea Scouts' bi-annual report
- Slip vacancy bi-annual report / waiting list statistics
- ✓ FY 20 Budget
- ✓ Review 5-year CIP
- Ethics Training Update
- ✓ Form 700 Filing (due by 03/31 each year)
- Bi-annual Anti-Harassment/Anti-Discrimination Training

April-June

- ✓ Dredge Report 2018-19 (postponed to July)
- ✓ Vessel Use List Review
- ✓ Review of FY20 Fee Schedule

July-September

- ✓ Vessel Insurance Policy Review
- ✓ Review of O'Neill Sea Odyssey slip rent reduction / charter fee. PC action of 07/07
- ✓ Slip vacancy bi-annual report / waiting list statistics
- ✓ Sea Scouts' bi-annual report

October-December

- ✓ Annual review of business use of slips
- \rightarrow Port Commission officers for 2020
- Nexus Wealth Advisors lease exp. 11/30/19
 (2) 3-year options
- ✓ Bayside Marine lease exp. 01/31/20 (1) 2-year options

Committee Review Items (timeline not specified)

Outside Contractors (Policy Committee)
 Vessel Insurance Policy Enforcement (Policy Committee)

Key

Pending

- \rightarrow In process
- ✓ Done

2020

January-March

- Committee assignments for 2020
- Sea Scouts' bi-annual report
- Slip vacancy bi-annual report / waiting list statistics
- FY 21 Budget
- Review 5-year CIP
- Review of NH sublet fee structure (exp.
- 3/31/20)
- ____ Ethics Training Update
- ____ Form 700 Filing (due by 03/31 each year)

April-June

- Dredge Report 2019-20
- ____ Vessel Use List Review
- Biannual Update to Conflict of Interest Code
- ___ Crow's Nest lease exp. 04/30/20 (Suite 130)
- 2 (5) year options

July-September

- ____ Vessel Insurance Policy Review
- Review of O'Neill Sea Odyssey slip rent reduction / charter fee. PC action of 07/07
- Sea Scouts' bi-annual report
- Slip vacancy bi-annual report / waiting list statistics

October-December

- Annual review of business use of slips
- Port Commission officers for 2020

Future Calendar

- _ ABC End-Tie review after Murray Street Bridge Retrofit
- Pile Replacement Project: PC review of map after completion
- ____7th and Brommer Property Redevelopment **2020**
- Biennial Update to Conflict of Interest Code
- Port Commission Policies and Procedures
- Manual Update: Human Resources Role

2021

Bi-annual Anti-Harassment/Anti-Discrimination

2022

- ___ Nexus Wealth Advisors lease exp. 11/30/22
- (1) 3-year option (*market rent review*)
- ____ Bayside Marine lease exp. 01/31/22 (*no option to extend*)