



Special Closed and Regular Public Session of November 26, 2024

**Santa Cruz Port Commission
MINUTES**

Commission Members Present:

Dennis Smith Vice-Chair
Toby Goddard Commissioner
Reed Geisreiter Commissioner
Darren Gertler Commissioner (*Via Zoom*)

Commission Members Absent:

Stephen Reed Chair

SPECIAL PUBLIC SESSION – 4:30 PM

Vice-chair Smith convened the special public session at 4:30 PM at the Harbor Public Meeting Room, 365 A Lake Avenue, Santa Cruz, CA.

1. Oral Communication
2. Announcement of Closed Session Pursuant to Government Code (Ralph M. Brown Act) §54957.6

At 4:30 PM, Vice-chair Smith announced that the Commission will meet in closed session to discuss agenda item 3.

SPECIAL CLOSED SESSION

3. Conference with Labor Negotiators
Agency Designated Representative: H. MacLaurie
Employee Organization: Harbor Employees' Association, Operating Engineers Local 3, & Harbor Management Group

SPECIAL PUBLIC SESSION

4. Action and Vote Disclosure after Closed Session Pursuant to Government Code (Ralph M. Brown Act) §54957.1

Vice-chair Smith announced that the Commission took no reportable action in closed session on item 3.

Vice-chair Smith adjourned the special open session following the closed meeting at 5:25 PM.

REGULAR PUBLIC SESSION – 5:30 PM

Vice-chair Smith convened the regular public session at 5:30 PM at the Harbor Public Meeting Room, 365 A Lake Avenue, Santa Cruz CA (hybrid meeting platform).

5. Pledge of Allegiance

6. Oral Communication

Vice-chair Smith announced that the Commission took no reportable action in closed session on item 3.

Commissioner Goddard commented on the quality and improved appearance of the recently completed exterior painting project at 2222 East Cliff Drive and thanked staff for their recent efforts in enhancing the safety of walking paths and sidewalk areas throughout the harbor.

Commissioners Goddard and Geisreiter expressed their appreciation to Vice-chair Smith and Commissioner Gertler for their dedicated years of service to the harbor community.

Commissioner Geisreiter thanked staff for the recent anchovy clean-up response efforts.

CONSENT AGENDA

7. Approval of Minutes

- a) Special Closed Meeting of October 3, 2024
- b) Special Closed and Regular Public Meeting of October 22, 2024

MOTION: Motion made by Commissioner Gertler, seconded by Commissioner Geisreiter to approve consent agenda item 7.
- *Motion carried. Chair Reed ABSENT.*

REGULAR AGENDA

8. Approval of Cash/Payroll Disbursements – October 2024 (*There was no discussion on this agenda item*)

MOTION: Motion made by Commissioner Geisreiter, seconded by Commissioner Goddard to approve cash and payroll disbursements for October 2024, in the amount of \$1,006,103.16.
- *Motion carried. Chair Reed ABSENT.*

INFORMATION

9. Port Director's Report

Port Director MacLaurie provided an update on the City's Murray Street Bridge Project, noting that the low bid submitted by Shimmick Construction is currently being evaluated by the City and CalTrans to ensure that the necessary Disadvantaged Business Enterprise (DBE) Program requirements are met. She stated that this review may delay project award and commencement. Additionally, she stated that the District will refrain from placing its related projects out to bid until the review is complete and the City awards a contract for the project.

A brief discussion ensued regarding the U.S. Army Corps of Engineers' inspection of the east and west jetties on January 19, 2023. Port Director MacLaurie stated that the 2023 inspection report will be shared with the Commission.

10. Harbormaster's Report

Commissioner Goddard highlighted the large quantity of Jack Mackerel landed in the October fisheries report. A brief discussion followed regarding the shift in locally landed fish species and how the District might use this information to support local fisheries.

11. Facilities Maintenance & Engineering Manager's Report

Port Director MacLaurie stated that the final phase of the North Harbor Transformer Replacement and Relocation Project is underway and remains on schedule to be completed by the end of the year.

12. Review of CalPERS Actuarial Valuation Report

Port Director MacLaurie highlighted the value of the Unfunded Accrued Liability (UAL) report in planning and managing future liabilities. In response to a question posed by Commissioner Goddard regarding the UAL and Pension Loan Amortization Schedule on page 3 of the report, Port Director MacLaurie stated that additional information will be obtained from CalMuni.

13. Financial Reports (*There was no discussion on this agenda item*)

- a) Comparative Seasonal Revenue Graph
- b) LAIF and CLASS Statements

14. Delinquent Account Reporting (*There was no discussion on this agenda item*)

15. Harbor Patrol Incident Response Report – October 2024

A brief discussion ensued regarding Harbor Patrol and their operational parameters.

16. Port Commission Review Calendar / Follow-Up Items (*There was no discussion on this agenda item*)

Vice-chair Smith adjourned the regular public session at 6:00 PM.

Stephen Reed, Chair



TO: Port Commission

FROM: Holland MacLaurie, Port Director

DATE: December 5, 2024

SUBJECT: Approval of Sublease Extension – 2218 East Cliff Drive (Crow’s Nest Restaurant)

Recommendation: Approve sublease extension.

BACKGROUND

The Crow’s Nest Restaurant’s current lease commenced on January 1, 2003, and its first term extends through December 31, 2027. The lease was awarded to Harbor Services, Inc. (subsequent name change to Reliable Equipment, LLC (Reliable) in 2016). In December 2009, the Port Commission approved a sublet of the premises to Sea Eagle, LP, for a term of ten years.

In 2016, Reliable and Sea Eagle requested approval of a sublease extension of five years (through December 31, 2024) and agreement that the Port District would assign the lease to Sea Eagle upon request of Reliable. The Commission approved the request at its regular public meeting of June 28, 2016.

ANALYSIS

Reliable and Sea Eagle have requested approval of a three month sublease extension, through March 31, 2025. At the conclusion of the sublease period, it is anticipated that the lease will be assigned from Reliable to Sea Eagle. A future assignment document will be provided for Commission review.

IMPACT ON PORT DISTRICT RESOURCES

There is no impact on Port District resources associated with the proposed changes.

ATTACHMENT – A. Second Extension and Amendment of Sublease

SECOND EXTENSION AND AMENDMENT OF SUBLEASE

THIS SECOND EXTENSION AND AMENDMENT OF SUBLEASE (“**Second Amendment**”) is entered into effective December 10, 2024, by and between RELIABLE EQUIPMENT, LLC (“**Sublandlord**”), as successor to HARBOUR SERVICES, INC. (“**Harbour**”); and SEA EAGLE, LP (“**Subtenant**”). Sublandlord and Subtenant are herein collectively referred to as “**Parties.**”

RECITALS

This Second Amendment is made and entered into on the basis of the following facts, understandings and intentions of the Parties:

A. On or about January 1, 2003, SANTA CRUZ PORT DISTRICT (the “**District**”), as Landlord, and HARBOUR, as Tenant, entered into that certain Lease, which was amended December 16, 2003, by that certain First Amendment to Lease (collectively, the “**Lease**”), with respect to the Crow's Nest Restaurant facility located at 2218 East Cliff Drive, Santa Cruz, Santa Cruz County, California, (the “**Property**”).

B. On or about February 1, 2010, Harbour, as the tenant of the Lease and the original sublandlord, and Sea Eagle LP, as Subtenant, entered into that certain Sublease (“**Initial Sublease**”) of the Property. Consent to the Initial Sublease was given by the District on or about December 31, 2009. Under the Initial Sublease, the parties agreed that the sublease term expired on December 31, 2019, unless earlier terminated, amended or extended.

C. On or about January 3, 2017, Harbour assigned its interest as Tenant under the Lease and as sublandlord under the Sublease to its successor in interest, Reliable Equipment, LLC (“**Assignment**”). The District consented to the Assignment.

D. On or about January 3, 2017, Sublandlord and Subtenant entered into that certain Extension and Amendment of Sublease, pursuant to which the term of the Initial Sublease was extended from December 31, 2019 to December 31, 2024 (“**Extension Agreement**”). The Initial Sublease, Assignment and Extension Agreement are collectively referred to herein as the “**Sublease**”.

E. The current term of the Sublease is due to expire on December 31, 2024.

F. The Parties desire to extend and amend the Sublease as set forth in this Second Amendment.

NOW, THEREFORE, for good and valuable consideration, the Parties agree as follows:

1. The term of the Sublease is hereby extended for an additional three (3) months from December 31, 2024 and shall expire on March 31, 2025.
2. Sublandlord and Subtenant shall be jointly and severally liable for performance of all of the terms and provisions of the Lease.

3. This Second Amendment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. A facsimile copy and/or an electronic copy of this Amendment signed by the parties shall be deemed an original and enforceable as if it were the original.

4. Except as modified herein, all the remaining terms and provisions of the Sublease shall remain in full force and effect. If any conflicts exist between the Sublease and this Second Amendment, the terms of this Second Amendment shall govern.

RELIABLE EQUIPMENT, LLC

SEA EAGLE, LP

Theodore Burke, Manager

Charlies Maier

E. Robert Munsey, Manager

CONSENT

The District hereby consents to the above Second Extension and Amendment of Sublease. Furthermore, upon request, the District as Landlord, will consent to the assignment of Sublandlord's interest in the Lease to Subtenant so long as Subtenant remains in good standing and is in compliance with the terms of the Sublease at such time.

SANTA CRUZ PORT DISTRICT

Holland MacLaurie, Port Director

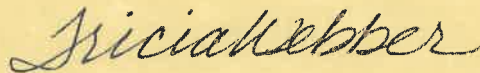
Appointment In-Lieu of Election and Oath of Office

STATE OF CALIFORNIA }
County of Santa Cruz } ss.

*I, Tricia Webber, County Clerk of Santa Cruz County, do hereby certify that in lieu of election held in and for said district on the 5th day of November, 2024, **Steve Reed** was appointed in-lieu of election to the office of Santa Cruz Port District, Division 3, for a four-year beginning, December 6, 2024 exactly as if elected at a general election for such office (Elections Code § 10515).*

In Witness Whereof, I have hereunto affixed my hand and official seal this 15th day of November 2024.

Tricia Webber, County Clerk



STATE OF CALIFORNIA }
County of Santa Cruz } ss.

*I, **Steve Reed**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.*

(Candidate's Signature)

Subscribed and sworn to before me, this _____ day of _____, 2024

(Signature of Person Administering Oath)

(Title)

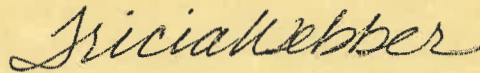
Appointment In-Lieu of Election and Oath of Office

STATE OF CALIFORNIA }
County of Santa Cruz } ss.

*I, Tricia Webber, County Clerk of Santa Cruz County, do hereby certify that in lieu of election held in and for said district on the 5th day of November, 2024, **Bill Lee** was appointed in-lieu of election to the office of Santa Cruz Port District, Division 1, for a four-year beginning, December 6, 2024 exactly as if elected at a general election for such office (Elections Code § 10515).*

In Witness Whereof, I have hereunto affixed my hand and official seal this 15th day of November 2024.

Tricia Webber, County Clerk



STATE OF CALIFORNIA }
County of Santa Cruz } ss.

*I, **Bill Lee**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.*

(Candidate's Signature)

Subscribed and sworn to before me, this _____ day of _____, 2024

(Signature of Person Administering Oath)

(Title)

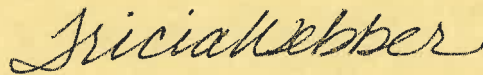
Appointment In-Lieu of Election and Oath of Office

STATE OF CALIFORNIA }
County of Santa Cruz } ss.

*I, Tricia Webber, County Clerk of Santa Cruz County, do hereby certify that in lieu of election held in and for said district on the 5th day of November, 2024, **Robert DeWitt** was appointed in-lieu of election to the office of Santa Cruz Port District, Division 2, for a four-year beginning, December 6, 2024 exactly as if elected at a general election for such office (Elections Code § 10515).*

In Witness Whereof, I have hereunto affixed my hand and official seal this 15th day of November 2024.

Tricia Webber, County Clerk



STATE OF CALIFORNIA }
County of Santa Cruz } ss.

*I, **Robert DeWitt**, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter.*

(Candidate's Signature)

Subscribed and sworn to before me, this _____ day of _____, 2024

(Signature of Person Administering Oath)

(Title)



TO: Port Commission

FROM: Holland MacLaurie, Port Director

DATE: December 4, 2024

SUBJECT: Approval of Resolution 24-06 – Adopting the Memorandum of Understanding Between Santa Cruz Port District and the Harbor Employees’ Association

Recommendation: Approve Resolution 24-06.

BACKGROUND

The Harbor Employees’ Association (HEA) labor contract will expire on December 31, 2024.

HEA and the District have reached agreement on a salary and benefit package that implements updates to the District’s Classification and Compensation Study, among other negotiated terms. The updated Classification and Compensation Study report updated market salaries for previously approved job classifications and survey sources, and formed the basis of the Memorandum of Understanding between the Port District and HEA for the period January 1, 2025, to December 31, 2027.

The Commission met in closed session on September 24, 2024, and again on November 26, 2024, to review the terms of a new labor contract with HEA. The terms were subsequently ratified by a majority of HEA members.

ANALYSIS

Staff recommends approval of Resolution 24-06 (Attachment A), which adopts negotiated terms of the Memorandum of Understanding (Attachment B) between the Port District and HEA as summarized below:

1. Three-year contract: January 1, 2025, to December 31, 2027.
2. Salaries (Article 10.1) – As of January 1, 2025, implement a 3% increase to the Grade and Step Plan, and implement a single grade increase for all positions, with a two grade increase to the Boatyard Worker position. Implement a 3% increase to the Grade and Step Plan on January 1, 2026; and a 3% increase to the Grade and Step Plan on January 1, 2027.
3. Holidays (Article 16.1) – Addition of one 8-hour paid holiday (Juneteenth).
4. Uniforms and Equipment (Article 19.1) – Update section to include Facilities Coordinator position.

5. Deferred Compensation (Add Article 10.4) – Port District to contribute \$35 per paycheck for any enrolled employee.
6. Other – Port District agrees to meet-and-confer on the reclassification of the Facilities Coordinator and Customer Service Representative Positions after January 2026.

IMPACT ON PORT DISTRICT RESOURCES

The maximum unbenefited cost increase over the three-year contract term is estimated at \$352,272.

- ATTACHMENT –
- A. Resolution 24-06 – Adopting the Memorandum of Understanding between Santa Cruz Port District and the Harbor Employees' Association
 - B. Memorandum of Understanding between Santa Cruz Port District and Harbor Employees' Association – 2025-2027

Santa Cruz Port District
Resolution 24-06
December 10, 2024

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 the Harbor Employees' Association for the period January 1, 2025, to December 31, 2027.

WHEREAS, the Memorandum of Understanding between the Harbor Employees' Association and the Santa Cruz Port District ends on December 31, 2024; and,

WHEREAS, Port District negotiators and the Harbor Employees' Association have engaged in negotiations on a new contract; and,

WHEREAS, the terms of the tentative agreement have been ratified by a vote of the Harbor Employees' Association; 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 California 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 the Harbor Employees' Association 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 Harbor Employees' Association for the period January 1, 2025, through December 31, 2027.

PASSED AND ADOPTED by the Santa Cruz Port Commission, this 10th day of December 2024, by the following vote:

AYES _____

NOES _____

ABSENT _____

APPROVED BY:

Stephen Reed, Chair (2024)
Santa Cruz Port Commission

MEMORANDUM OF UNDERSTANDING
between
SANTA CRUZ PORT DISTRICT
and
HARBOR EMPLOYEES ASSOCIATION

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 Harbor Employees Association (“HEA”) pursuant to the Meyers-Miliias-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 HEA for the period beginning January 1, 2025, through December 31, 2027. 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 HEA as the exclusive bargaining representative for all employees in regular full-time equivalent (FTE) positions within the Administration, Operations and Facilities Maintenance units as set forth in Appendix 1.

ARTICLE 3: CONCERTED ACTIVITIES

As used in this Article 3, “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 HEA or by its officers, agents or members. The HEA agrees that neither the HEA 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.

Furthermore, the HEA 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 HEA, its officers, agents or members for activities referred to herein.

It is further agreed and understood that neither the HEA 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 4: REPRESENTATION AND HEA RIGHTS AND RESPONSIBILITIES

4.1 RELEASE TIME

It is agreed that, so long as there is no disruption of work, HEA 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 HEA 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 designee.

4.2 USE OF DISTRICT FACILITIES

Employees of the HEA 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.

4.3 BULLETIN BOARDS

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

All materials must be dated and must identify that the HEA 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 HEA use.

4.4 ADVANCE NOTICE

A minimum of fourteen-days (14) written notice shall be given to the HEA 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 HEA 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 HEA in writing within seventy-two (72) hours of the adoption by the Board and upon request, meet with the HEA and Stewards within fourteen (14) calendar days of the adoption.

4.5 HEA RIGHTS

The HEA and the employees it represents retain all of the rights afforded to it by the MMBA.

ARTICLE 5: EQUAL EMPLOYMENT OPPORTUNITY

The Port District and the HEA 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 6: SAFETY

It is the duty of the Port District to make reasonable efforts to provide and maintain a safe place of employment. The HEA 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 7: 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 20. 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 HEA 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 8: 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 9: SCHEDULED HOURS

9.1 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.

The Port District may permit employees to waive their 30-minute meal period during portions of the year. 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.

9.2 Flexible Scheduling

The Port District may permit alternate work schedules such as 4/10 or 9/80 by mutual agreement with HEA, 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 10: SALARY

10.1 SALARIES

As of January 1, ~~2025~~2022, implement a 34% increase to the Grade and Step Plan, and implement a single grade increase (5%) to ~~the Assistant Harbormaster, Boatyard Supervisor, Senior Deputy Harbormaster, Supervising Harbor Maintenance Worker, Harbor Maintenance Worker II, and Boatyard Crew~~ all positions, and with a two grade increases (10%) to the ~~Deputy Harbormaster and Harbor Maintenance Worker III~~ Boatyard Worker positions as set forth in Appendix 1. The salary grades shall increase by 3% on January 1, 202~~6~~3, and by 32.5% on January 1, 202~~7~~4, as set forth in Appendix 2 and Appendix 3.

Employees generally move through the salary grade 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 grade 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.

10.2 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.

10.3 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 HEA.

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.

10.4 DEFERRED COMPENSATION

The Port District offers a voluntary Deferred Compensation Plan in accordance with Section 457 of the Internal Revenue Code. The Port District will contribute \$35 per paycheck to any enrolled employee's account in the Santa Cruz Port District Deferred Compensation Plan.

ARTICLE 11: 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 and who CalPERS 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% and 7% of salary respectively. 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 CalPERS.

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

ARTICLE 12: HEALTH AND WELFARE

12.1 INSURANCE

12.1.1 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 20252, this amount is \$2,305.482,025.23 per month)
3. Employee + two or more dependents = 90% of the average of the premium amounts for Blue Shield Access+ and Anthem HMO Select (For 20252, this amount is \$2,839.382,494.232, per month)
4. 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.

12.1.2 Dental Coverage

The current dental plan is provided through Delta Dental. Effective January 1, 2015, the maximum benefit is \$1,500.00 per year for enrolled employees.

12.1.3 Payment-In-Lieu of Medical Coverage Benefit

Employees who have alternative medical insurance coverage and meet the eligibility requirements under 12.1.4 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.

12.1.4 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 12.1.3, 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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 12.1.1 and any Payment In Lieu of Medical Coverage under 12.1.3.

ARTICLE 13: OVERTIME

Overtime is defined to include any time worked in excess of the employee's regularly scheduled shift, 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 14: 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 ~~for non-peace officers;~~ and 480 hours for peace officers.

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. All accrued and unused compensatory time during the calendar year will be paid out on the last pay date in December.

ARTICLE 15: 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 16: PAID LEAVE

16.1 HOLIDAYS

All regular employees shall receive 132 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
- Juneteenth (19th of June)
- 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:

Pay For:

- Regular Shift
- Working at Overtime Rate
- Call-in Hours
- Call-ready Time

Hardship Holiday Pay Calculation:

- Holiday plus 1.5 X the straight time hourly rate
- Holiday plus 1.5 X the over-time rate
- Holiday plus 1.5 X the call-in calculation
- 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.

16.2 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 succeeding years	1.041 day (8.333 hours)	25 days (200 hours) of vacation per year

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 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.

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.

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.

16.3 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 accounting department. It is the responsibility of the employee to note sick leave time used on his or her time card.

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 the employee to furnish the District administration 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.

16.4 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.

16.5 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

All Employees are permitted 5 days of Unpaid Bereavement Leave upon the death any family member listed in Section 12945.2 of the Government Code. Employees shall be granted a maximum of three (3) days paid 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) paid days bereavement leave. Any unpaid leave days shall run concurrently with paid leave days.

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

Health:

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 17: 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 18: 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 19: UNIFORMS AND EQUIPMENT

19.1 Facilities Maintenance & Boatyard Uniforms

Employees in the classifications of Maintenance Worker I, Maintenance Worker II, Maintenance Worker III, Supervising Maintenance Worker, Boatyard Supervisor, ~~and Boatyard Crew,~~ and Facilities Coordinator 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 providing, 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.

19.2 Harbor Patrol Uniforms

~~Sworn~~ Personnel in the classifications of Assistant Harbormaster, Senior Deputy Harbormaster, and Deputy Harbormaster are required to wear a uniform while on duty or when otherwise representing the Port District. The Port District shall reimburse employees \$190.00 quarterly (apportioned in accordance with FTE percentage) for the costs associated with purchasing, maintaining and replacing uniforms.

All uniforms and uniform accessory items provided by the Port District shall remain the property of the Port District and shall be returned to the Port District upon separation of employment with the District.

19.2 Harbor Patrol Protective Clothing and Safety Equipment

The Port District shall provide employees with the necessary ~~a duty belt, side arm, and other~~ safety accessories required by their duties with the Port District.

19.3 Customer Service and Parking ~~Attendant~~ Coordinator Uniforms

The Port District shall require employees in the Customer Service Representative and Parking Coordinator classification to wear a uniform while on duty or when otherwise representing the Port District. The Port District shall reimburse employees \$100.00 quarterly (apportioned in accordance with FTE percentage) for the costs associated with purchasing, maintaining and replacing uniform pants, shorts and shirts.

19.4 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 20: GRIEVANCE PROCEDURE

The Port District and HEA 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 10.1(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 21: 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 decisions 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 HEA 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.

21.2 REOPENER ON PERSONNEL POLICIES

Without waiving any of the rights reserved to the Port District, the Port District and HEA agree to reopen negotiations, upon request by the Port District, over revisions and updates to the Port District's Personnel Policies Handbook. Additionally, the District agrees to meet-and-confer on reclassification of the Facilities Coordinator position and the Customer Service Representative Position after January 2026. If no agreement is made, the status quo remains.

21.3 PERFORMANCE EVALUATIONS

Each employee's supervisor is responsible for timely evaluating the employee on an annual basis. Evaluations shall be presented to the employee within 30 days of the employee's anniversary date or promotional date when applicable unless an extension is granted by the Port Director. Any extensions for the employee's annual performance evaluation will be communicated to the employee. Failure of an employee to timely receive a performance evaluation will result in the employee being deemed to receive a satisfactory rating.

ARTICLE 22: 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 23: TERM OF AGREEMENT

This Agreement shall remain in full force and effect up to and including December 31, 2027, 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.

FOR THE HARBOR EMPLOYEES ASSOCIATION:

FOR THE PORT DISTRICT:

Signature

Date

Signature

Date

Sean Rothwell, Chief Negotiator
Harbor Employees Association

Mark Wilson, Chief Negotiator
Burke, Williams & Sorensen

Randy Marty
Harbor Employees Association

Holland MacLaurie
Port Director

Niki Rothwell
Harbor Employees Association

Nick Henning
Harbor Employees Association

APPENDIX 1

SALARIES JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

**Santa Cruz Port District
Salary Ranges Per Job Class
January 1, 2025 through December 31, 2025**

Position	2025		
	Salary Grade	Minimum Step 1	Maximum Step 7
Administrative Services Officer	29	\$7,786	\$10,434
Finance Officer	29	\$7,786	\$10,434
Assistant Harbormaster	26	\$6,726	\$9,013
Supervising Harbor Maintenance Worker	24	\$6,100	\$8,175
Boatyard Supervisor	24	\$6,100	\$8,175
Senior Deputy Harbormaster	24	\$6,100	\$8,175
Deputy Harbormaster	23	\$5,810	\$7,786
Harbor Maintenance Worker III	23	\$5,810	\$7,786
Administrative Assistant I	21	\$5,269	\$7,062
Customer Service Representative	20	\$5,019	\$6,726
Facilities Coordinator	20	\$5,019	\$6,726
Harbor Maintenance Worker II	20	\$5,019	\$6,726
Boatyard Crew	20	\$5,019	\$6,726
Harbor Maintenance Worker I	17	\$4,335	\$5,810

**Santa Cruz Port District
HEA Proposed Grade and Step Pay Plan
Monthly
(January 1, 2025 - December 31, 2025)**

<u>Step</u>	1	2	3	4	5	6	7
<u>Grade</u>							
16	4,129	4,335	4,553	4,780	5,019	5,269	5,533
17	4,335	4,553	4,780	5,019	5,269	5,533	5,810
18	4,553	4,780	5,019	5,269	5,533	5,810	6,100
19	4,780	5,019	5,269	5,533	5,810	6,100	6,405
20	5,019	5,269	5,533	5,810	6,100	6,405	6,726
21	5,269	5,533	5,810	6,100	6,405	6,726	7,062
22	5,533	5,810	6,100	6,405	6,726	7,062	7,415
23	5,810	6,100	6,405	6,726	7,062	7,415	7,786
24	6,100	6,405	6,726	7,062	7,415	7,786	8,175
25	6,405	6,726	7,062	7,415	7,786	8,175	8,584
26	6,726	7,062	7,415	7,786	8,175	8,584	9,013
27	7,062	7,415	7,786	8,175	8,584	9,013	9,464
28	7,415	7,786	8,175	8,584	9,013	9,464	9,937
29	7,786	8,175	8,584	9,013	9,464	9,937	10,434
30	8,175	8,584	9,013	9,464	9,937	10,434	10,955
31	8,584	9,013	9,464	9,937	10,434	10,955	11,503
32	9,013	9,464	9,937	10,434	10,955	11,503	12,078
33	9,464	9,937	10,434	10,955	11,503	12,078	12,682
34	9,937	10,434	10,955	11,503	12,078	12,682	13,316
35	10,434	10,955	11,503	12,078	12,682	13,316	13,982

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

Steps 1-15 not shown

APPENDIX 2

SALARIES JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

Santa Cruz Port District
Salary Ranges Per Job Class
January 1, 2026 through December 31, 2026

Position	2026		
	Salary Grade	Minimum Step 1	Maximum Step 7
Administrative Services Officer	29	\$8,019	\$10,747
Finance Officer	29	\$8,019	\$10,747
Assistant Harbormaster	26	\$6,927	\$9,283
Supervising Harbor Maintenance Worker	24	\$6,283	\$8,420
Boatyard Supervisor	24	\$6,283	\$8,420
Senior Deputy Harbormaster	24	\$6,283	\$8,420
Deputy Harbormaster	23	\$5,984	\$8,019
Harbor Maintenance Worker III	23	\$5,984	\$8,019
Administrative Assistant I	21	\$5,428	\$7,274
Customer Service Representative	20	\$5,170	\$6,927
Facilities Coordinator	20	\$5,170	\$6,927
Harbor Maintenance Worker II	20	\$5,170	\$6,927
Boatyard Crew	20	\$5,170	\$6,927
Harbor Maintenance Worker I	17	\$4,465	\$5,984

**Santa Cruz Port District
HEA Proposed Grade and Step Pay Plan
Monthly
(January 1, 2026 - December 31, 2026)**

<u>Step</u>	1	2	3	4	5	6	7
<u>Grade</u>							
16	4,253	4,465	4,689	4,924	5,170	5,428	5,699
17	4,465	4,689	4,924	5,170	5,428	5,699	5,984
18	4,689	4,924	5,170	5,428	5,699	5,984	6,283
19	4,924	5,170	5,428	5,699	5,984	6,283	6,597
20	5,170	5,428	5,699	5,984	6,283	6,597	6,927
21	5,428	5,699	5,984	6,283	6,597	6,927	7,274
22	5,699	5,984	6,283	6,597	6,927	7,274	7,637
23	5,984	6,283	6,597	6,927	7,274	7,637	8,019
24	6,283	6,597	6,927	7,274	7,637	8,019	8,420
25	6,597	6,927	7,274	7,637	8,019	8,420	8,841
26	6,927	7,274	7,637	8,019	8,420	8,841	9,283
27	7,274	7,637	8,019	8,420	8,841	9,283	9,747
28	7,637	8,019	8,420	8,841	9,283	9,747	10,235
29	8,019	8,420	8,841	9,283	9,747	10,235	10,747
30	8,420	8,841	9,283	9,747	10,235	10,747	11,284
31	8,841	9,283	9,747	10,235	10,747	11,284	11,848
32	9,283	9,747	10,235	10,747	11,284	11,848	12,441
33	9,747	10,235	10,747	11,284	11,848	12,441	13,063
34	10,235	10,747	11,284	11,848	12,441	13,063	13,716
35	10,747	11,284	11,848	12,441	13,063	13,716	14,401

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

Steps 1-15 not shown

APPENDIX 3

SALARIES JANUARY 1, 2027 THROUGH DECEMBER 31, 2027

Santa Cruz Port District
Salary Ranges Per Job Class
January 1, 2027 through December 31, 2027

Position	2027		
	Salary Grade	Minimum Step 1	Maximum Step 7
Administrative Services Officer	29	\$8,260	\$11,069
Finance Officer	29	\$8,260	\$11,069
Assistant Harbormaster	26	\$7,135	\$9,562
Supervising Harbor Maintenance Worker	24	\$6,472	\$8,673
Boatyard Supervisor	24	\$6,472	\$8,673
Senior Deputy Harbormaster	24	\$6,472	\$8,673
Deputy Harbormaster	23	\$6,164	\$8,260
Harbor Maintenance Worker III	23	\$6,164	\$8,260
Administrative Assistant I	21	\$5,590	\$7,492
Customer Service Representative	20	\$5,325	\$7,135
Facilities Coordinator	20	\$5,325	\$7,135
Harbor Maintenance Worker II	20	\$5,325	\$7,135
Boatyard Crew	20	\$5,325	\$7,135
Harbor Maintenance Worker I	17	\$4,599	\$6,164

**Santa Cruz Port District
HEA Proposed Grade and Step Pay Plan
Monthly
(January 1, 2027 - December 31, 2027)**

<u>Step</u>	1	2	3	4	5	6	7
<u>Grade</u>							
16	4,381	4,599	4,830	5,071	5,325	5,590	5,870
17	4,599	4,830	5,071	5,325	5,590	5,870	6,164
18	4,830	5,071	5,325	5,590	5,870	6,164	6,472
19	5,071	5,325	5,590	5,870	6,164	6,472	6,795
20	5,325	5,590	5,870	6,164	6,472	6,795	7,135
21	5,590	5,870	6,164	6,472	6,795	7,135	7,492
22	5,870	6,164	6,472	6,795	7,135	7,492	7,867
23	6,164	6,472	6,795	7,135	7,492	7,867	8,260
24	6,472	6,795	7,135	7,492	7,867	8,260	8,673
25	6,795	7,135	7,492	7,867	8,260	8,673	9,106
26	7,135	7,492	7,867	8,260	8,673	9,106	9,562
27	7,492	7,867	8,260	8,673	9,106	9,562	10,040
28	7,867	8,260	8,673	9,106	9,562	10,040	10,542
29	8,260	8,673	9,106	9,562	10,040	10,542	11,069
30	8,673	9,106	9,562	10,040	10,542	11,069	11,622
31	9,106	9,562	10,040	10,542	11,069	11,622	12,204
32	9,562	10,040	10,542	11,069	11,622	12,204	12,814
33	10,040	10,542	11,069	11,622	12,204	12,814	13,454
34	10,542	11,069	11,622	12,204	12,814	13,454	14,127
35	11,069	11,622	12,204	12,814	13,454	14,127	14,834

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

Steps 1-15 not shown

ITEM 11

Information for this item will be distributed prior to the December 10, 2024, meeting.



TO: Port Commission

FROM: Holland MacLaurie, Port Director

DATE: December 4, 2024

SUBJECT: Approval of Resolution 24-08 – Adopting an Amended Salary and Benefit Agreement Between Santa Cruz Port District and Harbor Management Group

Recommendation: Approve Resolution 24-08.

BACKGROUND

The Harbor Management Group (HMG) and the Port District have reached agreement on a salary and benefit package, which is commensurate with the agreement reached with HEA. The agreement implements updates to the District's Classification and Compensation Study, among other negotiated terms.

The Commission met in closed session on September 24, 2024, and again on November 26, 2024, to review the terms of a new labor contract with HEA. The terms were subsequently ratified by a majority of HMG members.

ANALYSIS

Staff recommends approval of Resolution 24-08 (Attachment A), which adopts negotiated terms of the agreement between the Port District and HMG, as summarized below:

1. Salaries – As of January 1, 2025, implement a 3% increase to the Grade and Step Plan, and implement a single grade increase for all positions. Implement a 3% increase to the Grade and Step Plan on January 1, 2026; and a 3% increase to the Grade and Step Plan on January 1, 2027.

Commensurate with the proposed HEA labor agreement effective January 1, 2025, the agreement on other salary and benefits (Attachment B) for the Harbor Management Group are summarized below:

1. Holidays (Article 16.1) – Addition of one 8-hour paid holiday (Juneteenth).
2. Deferred Compensation (Add Article 10.4) – Port District to contribute \$35 per paycheck for any enrolled employee.
3. Paid Administrative Leave to remain at 40 hours / year with no carry-over from year-to-year.

IMPACT ON PORT DISTRICT RESOURCES

The maximum unbenefited cost increase over the three-year contract term is estimated at \$48,580.

- ATTACHMENT –
- A. Resolution 24-08 – Adopting an Amended Salary and Benefit Agreement Between Santa Cruz Port District and Harbor Management Group
 - B. Agreement on Salary and Benefits – Harbor Management Group

Santa Cruz Port District
Resolution 24-08
December 10, 2024

ON THE MOTION OF _____

DULY SECONDED BY _____

A resolution of the Santa Cruz Port District Commission adopting the salary and benefit agreement between the Santa Cruz Port District and the Harbor Management Group for the period January 1, 2025, to December 31, 2027.

WHEREAS, Port District negotiators and the Harbor Management Group have engaged in negotiations on a new agreement; and,

WHEREAS, the terms of the tentative agreement have been ratified by the Harbor Management Group; 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 California Code of Regulations (CCR) Section 570.5 further clarifies that the pay schedule be approved and adopted by the governing body; and

WHEREAS, the agreement reflects the currently approved salaries for the Harbor Management Group and all negotiated terms.

NOW THEREFORE, BE IT RESOLVED, that the Santa Cruz Port District Commission does hereby adopt the Agreement on Salary and Benefits between the Santa Cruz Port District and Harbor Management Group for the period January 1, 2025, through December 31, 2027.

PASSED AND ADOPTED by the Santa Cruz Port Commission, this 10th day of December 2024, by the following vote:

AYES _____

NOES _____

ABSENT _____

APPROVED BY:

Stephen Reed, Chair (2024)
Santa Cruz Port Commission

SANTA CRUZ PORT DISTRICT


AGREEMENT ON SALARY AND BENEFITS

BETWEEN SANTA CRUZ PORT DISTRICT AND HARBOR MANAGEMENT GROUP

January 1, 2025

- I. Three year contract: January 1, 2025 to December 31, 2027.
- II. Salaries – As of January 1, 2025, implement a 3% increase to the Grade and Step Plan, and implement a single grade increase for all positions. Implement a 3% increase to the Grade and Step Plan on January 1, 2026; and, a 3% increase to the Grade and Step Plan on January 1, 2027.
- III. Holiday – Addition of one 8-hour holiday (Juneteenth).
- IV. Deferred Compensation – Port District to contribute \$35 per paycheck for any enrolled employee.
- V. Vacation – Accrue vacation on semi-monthly basis as outlined in Harbor Employees' Association Memorandum of Understanding effective January 1, 2025.
- VI. Paid Administrative Leave to remain at 40 hours / year with no carry-over from year-to-year.

The labor agreement will be presented to the Commission for approval on December 10, 2024. If approved, terms will be effective as of January 1, 2025.



Holland MacLaurie, Port Director
Santa Cruz Port District



Carl Wulf, FME
Harbor Management Group



TO: Port Commission

FROM: Holland MacLaurie, Port Director

DATE: December 4, 2024

SUBJECT: Approval of Resolution 24-09 – Approving an Amended, Consolidated Salary Schedule for Represented and Unrepresented Employees

Recommendation: *Approve Resolution 24-09.*

BACKGROUND

Government Code Section 20636(b)(1) requires a publicly available pay schedule for public agencies. This section was further clarified by California Code of Regulations (CCR) Section 570.5 which requires that pay schedules approved and adopted by the agency's governing body meet a number of specific requirements, i.e., a publicly available document that includes position titles, pay rates, time base, etc.

New labor contracts for the Harbor Employees' Association, Operating Engineers Local No. 3, and Harbor Management Group are being considered for approval and are anticipated to take effect January 1, 2025. As such, the amended salaries for all bargaining groups are presented for approval in Resolution 24-09.

Additionally, California law mandates an increase to minimum wage effective January 1, 2025. The amended salary schedule reflects this change and adjusts the minimum and maximum hourly pay ranges accordingly for unrepresented positions. The maximum hourly salary ranges for unrepresented employees were last increased in 2022.

ANALYSIS

Staff recommends approval of Resolution 24-09 (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. Harbor Management Group: As of January 1, 2025, implement a 3% increase to the Grade and Step Plan, and implement a single grade increase for all positions. Implement a 3% increase to the Grade and Step Plan on January 1, 2026; and a 3% increase to the Grade and Step Plan on January 1, 2027.
 - b. Operating Engineers Local No. 3: As of January 1, 2025, implement a 3% increase to the Grade and Step Plan, and implement a single grade increase for all positions. Implement a 3% increase to the Grade and Step Plan on January 1, 2026; and a 3% increase to the Grade and Step Plan on January 1, 2027.
 - c. Harbor Employees' Association: As of January 1, 2025, implement a 3% increase to the Grade and Step Plan, and implement a single grade increase for all positions,

with a two grade increase to the Boatyard Worker position. Implement a 3% increase to the Grade and Step Plan on January 1, 2026; and a 3% increase to the Grade and Step Plan on January 1, 2027.

- d. Unrepresented Employees: Increase wages to align with California minimum wage standards effective January 1, 2025; increase the maximum hourly pay rate to \$20 for the Boatyard Worker, Dredge Monitor I, Parking Control, Operations Assistant, and Water Taxi Crew positions, and \$22 for the Dredge Monitor II, and Water Taxi Operator positions; and increase the pay rate for the Harbor Maintenance / Dredge Workers I, II, and III positions commensurate with the salary schedule for represented employees in the same job classifications.

Resolution 24-09 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.

IMPACT ON PORT DISTRICT RESOURCES

Approving the consolidated salary schedule will not change or alter the financial impacts associated with the represented labor agreements for the Harbor Management Group, Operating Engineers Local No. 3, and the Harbor Employee Association.

The California minimum wage increase will impact approximately 4 current employees. The maximum benefited cost increase over the prior year totals for unrepresented employees is estimated at \$6,500 for calendar year 2025.

ATTACHMENT – A. Resolution 24-09 – Consolidating and Adopting Amendments to the Salary Schedule for Represented and Unrepresented Santa Cruz Port District Employees

Santa Cruz Port District
Resolution 24-09
December 10, 2024

ON THE MOTION OF _____

SECONDED BY _____

A resolution of the Santa Cruz Port District Commission consolidating and adopting amendments to the salary schedule for represented and unrepresented Santa Cruz Port District employees.

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

WHEREAS, the California 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 from the various Memoranda of Understandings, Contracts, and Resolutions for represented employees as well as for all unrepresented employees.

NOW, THEREFORE, BE IT RESOLVED, that the Santa Cruz Port District Commission does hereby:

1. Adopt the amended consolidated salary schedule (Exhibit 1) adjusting the pay ranges for represented and unrepresented employees; and
2. Increase wages for unrepresented employees to align with California minimum wage standards effective January 1, 2025; and
4. Increase the maximum hourly pay rate to \$20 for the Boatyard Worker, Dredge Monitor I, Parking Control, Operations Assistant, and Water Taxi Crew positions, and \$22 for the Dredge Monitor II, and Water Taxi Operator positions; and
5. Increase the pay rate for the Harbor Maintenance / Dredge Workers I, II, and III positions commensurate with the salary schedule for represented employees in the same job classifications.

PASSED AND ADOPTED by the Santa Cruz Port Commission, this 10th day of December 2024, by the following vote:

AYES _____

NOES _____

ABSENT _____

APPROVED BY:

Stephen Reed, Chairman (2024)
Santa Cruz Port Commission

EXHIBIT 1

Santa Cruz Port District MONTHLY SALARY RANGES BY POSITION 2025

Santa Cruz Port District Full Time Equivalent Employees - All Positions

Effective	Position	Bargaining Group	Salary Grade	Monthly Salary Range/Step*						
				1	2	3	4	5	6	7
1/1/2025	Administrative Assistant I	HEA	21	\$ 5,269	\$ 5,533	\$ 5,810	\$ 6,100	\$ 6,405	\$ 6,726	\$ 7,062
1/1/2025	Administrative Services Officer	HEA	29	\$ 7,786	\$ 8,175	\$ 8,584	\$ 9,013	\$ 9,464	\$ 9,937	\$ 10,434
1/1/2025	Assistant Harbormaster	HEA	26	\$ 6,726	\$ 7,062	\$ 7,415	\$ 7,786	\$ 8,175	\$ 8,584	\$ 9,013
1/1/2025	Boatyard Crew	HEA	20	\$ 5,019	\$ 5,269	\$ 5,533	\$ 5,810	\$ 6,100	\$ 6,405	\$ 6,726
1/1/2025	Boatyard Supervisor	HEA	24	\$ 6,100	\$ 6,405	\$ 6,726	\$ 7,062	\$ 7,415	\$ 7,786	\$ 8,175
1/1/2025	Customer Service Representative	HEA	20	\$ 5,019	\$ 5,269	\$ 5,533	\$ 5,810	\$ 6,100	\$ 6,405	\$ 6,726
1/1/2025	Deputy Harbormaster	HEA	23	\$ 5,810	\$ 6,100	\$ 6,405	\$ 6,726	\$ 7,062	\$ 7,415	\$ 7,786
1/1/2025	Facilities Coordinator	HEA	20	\$ 5,019	\$ 5,269	\$ 5,533	\$ 5,810	\$ 6,100	\$ 6,405	\$ 6,726
1/1/2025	Facilities Maintenance and Eng Manager	HMG	34	\$ 9,937	\$ 10,434	\$ 10,955	\$ 11,503	\$ 12,078	\$ 12,682	\$ 13,316
1/1/2025	Finance Officer	HEA	29	\$ 7,786	\$ 8,175	\$ 8,584	\$ 9,013	\$ 9,464	\$ 9,937	\$ 10,434
1/1/2025	Harbor Dredge Worker I	OE3	17	\$ 4,335	\$ 4,553	\$ 4,780	\$ 5,019	\$ 5,269	\$ 5,533	\$ 5,810
1/1/2025	Harbor Dredge Worker II	OE3	20	\$ 5,019	\$ 5,269	\$ 5,533	\$ 5,810	\$ 6,100	\$ 6,405	\$ 6,726
1/1/2025	Harbor Dredge Worker III	OE3	23	\$ 5,810	\$ 6,100	\$ 6,405	\$ 6,726	\$ 7,062	\$ 7,415	\$ 7,786
1/1/2025	Harbor Maintenance Worker I	HEA	17	\$ 4,335	\$ 4,553	\$ 4,780	\$ 5,019	\$ 5,269	\$ 5,533	\$ 5,810
1/1/2025	Harbor Maintenance Worker II	HEA	20	\$ 5,019	\$ 5,269	\$ 5,533	\$ 5,810	\$ 6,100	\$ 6,405	\$ 6,726
1/1/2025	Harbor Maintenance Worker III	HEA	23	\$ 5,810	\$ 6,100	\$ 6,405	\$ 6,726	\$ 7,062	\$ 7,415	\$ 7,786
1/1/2025	Harbormaster	HMG	34	\$ 9,937	\$ 10,434	\$ 10,955	\$ 11,503	\$ 12,078	\$ 12,682	\$ 13,316
1/1/2025	Parking Coordinator	HEA	20	\$ 5,019	\$ 5,269	\$ 5,533	\$ 5,810	\$ 6,100	\$ 6,405	\$ 6,726
11/1/2023	Port Director	NA	NA	\$ 13,426	NA	NA	NA	NA	NA	\$ 14,097
1/1/2025	Senior Deputy Harbormaster	HEA	24	\$ 6,100	\$ 6,405	\$ 6,726	\$ 7,062	\$ 7,415	\$ 7,786	\$ 8,175
1/1/2025	Supervising Harbor Dredge Worker	OE3	25	\$ 6,405	\$ 6,726	\$ 7,062	\$ 7,415	\$ 7,786	\$ 8,175	\$ 8,584
1/1/2025	Supervising Harbor Maintenance Worker	HEA	24	\$ 6,100	\$ 6,405	\$ 6,726	\$ 7,062	\$ 7,415	\$ 7,786	\$ 8,175

*Ranges shown are paid semi-monthly

Bargaining Groups:

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

Santa Cruz Port District
MONTHLY SALARY RANGES BY POSITION
 2026

Santa Cruz Port District Full Time Equivalent Employees - All Positions

Effective	Position	Bargaining Group	Salary Grade	Monthly Salary Range/Step*						
				1	2	3	4	5	6	7
1/1/2026	Administrative Assistant I	HEA	21	\$ 5,428	\$ 5,699	\$ 5,984	\$ 6,283	\$ 6,597	\$ 6,927	\$ 7,274
1/1/2026	Administrative Services Officer	HEA	29	\$ 8,019	\$ 8,420	\$ 8,841	\$ 9,283	\$ 9,747	\$ 10,235	\$ 10,747
1/1/2026	Assistant Harbormaster	HEA	26	\$ 6,927	\$ 7,274	\$ 7,637	\$ 8,019	\$ 8,420	\$ 8,841	\$ 9,283
1/1/2026	Boatyard Crew	HEA	20	\$ 5,170	\$ 5,428	\$ 5,699	\$ 5,984	\$ 6,283	\$ 6,597	\$ 6,927
1/1/2026	Boatyard Supervisor	HEA	24	\$ 6,283	\$ 6,597	\$ 6,927	\$ 7,274	\$ 7,637	\$ 8,019	\$ 8,420
1/1/2026	Customer Service Representative	HEA	20	\$ 5,170	\$ 5,428	\$ 5,699	\$ 5,984	\$ 6,283	\$ 6,597	\$ 6,927
1/1/2026	Deputy Harbormaster	HEA	23	\$ 5,984	\$ 6,283	\$ 6,597	\$ 6,927	\$ 7,274	\$ 7,637	\$ 8,019
1/1/2026	Facilities Coordinator	HEA	20	\$ 5,170	\$ 5,428	\$ 5,699	\$ 5,984	\$ 6,283	\$ 6,597	\$ 6,927
1/1/2026	Facilities Maintenance and Eng Manager	HMG	34	\$ 10,235	\$ 10,747	\$ 11,284	\$ 11,848	\$ 12,441	\$ 13,063	\$ 13,716
1/1/2026	Finance Officer	HEA	29	\$ 8,019	\$ 8,420	\$ 8,841	\$ 9,283	\$ 9,747	\$ 10,235	\$ 10,747
1/1/2026	Harbor Dredge Worker I	OE3	17	\$ 4,465	\$ 4,689	\$ 4,924	\$ 5,170	\$ 5,428	\$ 5,699	\$ 5,984
1/1/2026	Harbor Dredge Worker II	OE3	20	\$ 5,170	\$ 5,428	\$ 5,699	\$ 5,984	\$ 6,283	\$ 6,597	\$ 6,927
1/1/2026	Harbor Dredge Worker III	OE3	23	\$ 5,984	\$ 6,283	\$ 6,597	\$ 6,927	\$ 7,274	\$ 7,637	\$ 8,019
1/1/2026	Harbor Maintenance Worker I	HEA	17	\$ 4,465	\$ 4,689	\$ 4,924	\$ 5,170	\$ 5,428	\$ 5,699	\$ 5,984
1/1/2026	Harbor Maintenance Worker II	HEA	20	\$ 5,170	\$ 5,428	\$ 5,699	\$ 5,984	\$ 6,283	\$ 6,597	\$ 6,927
1/1/2026	Harbor Maintenance Worker III	HEA	23	\$ 5,984	\$ 6,283	\$ 6,597	\$ 6,927	\$ 7,274	\$ 7,637	\$ 8,019
1/1/2026	Harbormaster	HMG	34	\$ 10,235	\$ 10,747	\$ 11,284	\$ 11,848	\$ 12,441	\$ 13,063	\$ 13,716
1/1/2026	Parking Coordinator	HEA	20	\$ 5,170	\$ 5,428	\$ 5,699	\$ 5,984	\$ 6,283	\$ 6,597	\$ 6,927
11/1/2023	Port Director	NA	NA	\$ 13,426	NA	NA	NA	NA	NA	\$ 14,097
1/1/2026	Senior Deputy Harbormaster	HEA	24	\$ 6,283	\$ 6,597	\$ 6,927	\$ 7,274	\$ 7,637	\$ 8,019	\$ 8,420
1/1/2026	Supervising Harbor Dredge Worker	OE3	25	\$ 6,597	\$ 6,927	\$ 7,274	\$ 7,637	\$ 8,019	\$ 8,420	\$ 8,841
1/1/2026	Supervising Harbor Maintenance Worker	HEA	24	\$ 6,283	\$ 6,597	\$ 6,927	\$ 7,274	\$ 7,637	\$ 8,019	\$ 8,420

*Ranges shown are paid semi-monthly

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

Santa Cruz Port District
MONTHLY SALARY RANGES BY POSITION
2027

Santa Cruz Port District Full Time Equivalent Employees - All Positions

Effective	Position	Bargaining Group	Salary Grade	Monthly Salary Range/Step*						
				1	2	3	4	5	6	7
1/1/2027	Administrative Assistant I	HEA	21	\$ 5,590	\$ 5,870	\$ 6,164	\$ 6,472	\$ 6,795	\$ 7,135	\$ 7,492
1/1/2027	Administrative Services Officer	HEA	29	\$ 8,260	\$ 8,673	\$ 9,106	\$ 9,562	\$ 10,040	\$ 10,542	\$ 11,069
1/1/2027	Assistant Harbormaster	HEA	26	\$ 7,135	\$ 7,492	\$ 7,867	\$ 8,260	\$ 8,673	\$ 9,106	\$ 9,562
1/1/2027	Boatyard Crew	HEA	20	\$ 5,325	\$ 5,590	\$ 5,870	\$ 6,164	\$ 6,472	\$ 6,795	\$ 7,135
1/1/2027	Boatyard Supervisor	HEA	24	\$ 6,472	\$ 6,795	\$ 7,135	\$ 7,492	\$ 7,867	\$ 8,260	\$ 8,673
1/1/2027	Customer Service Representative	HEA	20	\$ 5,325	\$ 5,590	\$ 5,870	\$ 6,164	\$ 6,472	\$ 6,795	\$ 7,135
1/1/2027	Deputy Harbormaster	HEA	23	\$ 6,164	\$ 6,472	\$ 6,795	\$ 7,135	\$ 7,492	\$ 7,867	\$ 8,260
1/1/2027	Facilities Coordinator	HEA	20	\$ 5,325	\$ 5,590	\$ 5,870	\$ 6,164	\$ 6,472	\$ 6,795	\$ 7,135
1/1/2027	Facilities Maintenance and Eng Manager	HMG	34	\$ 10,542	\$ 11,069	\$ 11,622	\$ 12,204	\$ 12,814	\$ 13,454	\$ 14,127
1/1/2027	Finance Officer	HEA	29	\$ 8,260	\$ 8,673	\$ 9,106	\$ 9,562	\$ 10,040	\$ 10,542	\$ 11,069
1/1/2027	Harbor Dredge Worker I	OE3	17	\$ 4,599	\$ 4,830	\$ 5,071	\$ 5,325	\$ 5,590	\$ 5,870	\$ 6,164
1/1/2027	Harbor Dredge Worker II	OE3	20	\$ 5,325	\$ 5,590	\$ 5,870	\$ 6,164	\$ 6,472	\$ 6,795	\$ 7,135
1/1/2027	Harbor Dredge Worker III	OE3	23	\$ 6,164	\$ 6,472	\$ 6,795	\$ 7,135	\$ 7,492	\$ 7,867	\$ 8,260
1/1/2027	Harbor Maintenance Worker I	HEA	17	\$ 4,599	\$ 4,830	\$ 5,071	\$ 5,325	\$ 5,590	\$ 5,870	\$ 6,164
1/1/2027	Harbor Maintenance Worker II	HEA	20	\$ 5,325	\$ 5,590	\$ 5,870	\$ 6,164	\$ 6,472	\$ 6,795	\$ 7,135
1/1/2027	Harbor Maintenance Worker III	HEA	23	\$ 6,164	\$ 6,472	\$ 6,795	\$ 7,135	\$ 7,492	\$ 7,867	\$ 8,260
1/1/2027	Harbormaster	HMG	34	\$ 10,542	\$ 11,069	\$ 11,622	\$ 12,204	\$ 12,814	\$ 13,454	\$ 14,127
1/1/2027	Parking Coordinator	HEA	20	\$ 5,325	\$ 5,590	\$ 5,870	\$ 6,164	\$ 6,472	\$ 6,795	\$ 7,135
11/1/2023	Port Director	NA	NA	\$ 13,426	NA	NA	NA	NA	NA	\$ 14,097
1/1/2027	Senior Deputy Harbormaster	HEA	24	\$ 6,472	\$ 6,795	\$ 7,135	\$ 7,492	\$ 7,867	\$ 8,260	\$ 8,673
1/1/2027	Supervising Harbor Dredge Worker	OE3	25	\$ 6,795	\$ 7,135	\$ 7,492	\$ 7,867	\$ 8,260	\$ 8,673	\$ 9,106
1/1/2027	Supervising Harbor Maintenance Worker	HEA	24	\$ 6,472	\$ 6,795	\$ 7,135	\$ 7,492	\$ 7,867	\$ 8,260	\$ 8,673

*Ranges shown are paid semi-monthly

Bargaining Groups:

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

Santa Cruz Port District
Unrepresented Positions Hourly and Salary Pay Rates (Part-time / Temporary / Seasonal / Provisional)
 Effective January 1, 2025

Job Classification*	Hourly Rate Semi-Monthly Payroll		Monthly Salary Rate Semi-Monthly Payroll		Salary Grade(s)
	SCPD Minimum	SCPD Maximum	SCPD Minimum	SCPD Maximum	
Boatyard Worker**	\$16.50	\$20.00			
Dredge Monitor / Dredge Services I	\$16.50	\$20.00			
Dredge Monitor / Dredge Services II	\$16.50	\$22.00			
Front Desk Customer Service / Office Assistant	\$16.50	\$25.88			
Harbor Dredge Worker I - Provisional	\$25.01	\$33.52	\$4,335	\$5,810	17
Harbor Dredge Worker II - Provisional	\$28.96	\$38.80	\$5,019	\$6,726	20
Harbor Dredge Worker III**	\$33.52	\$44.92	\$5,810	\$7,786	23
Harbor Maintenance Worker I - Provisional	\$25.01	\$33.52	\$4,335	\$5,810	17
Harbor Maintenance Worker II / III - Provisional	\$28.96	\$44.92	\$5,019	\$7,786	20/23
Marina Management Specialist**	\$30.00	\$40.00			
Operations Assistant	\$16.50	\$20.00			
Reserve Deputy Harbormaster / Operations Officer**	\$23.66	\$31.71			
Parking Control / Water Taxi Crew	\$16.50	\$20.00			
Water Taxi Operator**	\$16.50	\$22.00			

*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
Accounts Payable Monthly Check Register
November 2024

Date	No.	Vendor	Description	Amount
11/1/2024	60683	AA Safe & Security Co.	Fuel Dock Door Lockset	\$ 372.54
11/1/2024	60684	Ace Portable Services	Portable Toilet Rental	\$ 214.76
11/1/2024	60685	Airtec Service	425 Brommer Street Air Conditioning Repair	\$ 620.37
11/1/2024	60686	Amazon Capital Services	Transducer Parts, Navigation Light Bulbs, <i>Dauntless</i> Electrical Panel & Axe Brackets, Sanding Pads, Oscillating Blades, Anchovy Clean-Up Nets, Navigation Lights, Annular Cutter	\$ 1,294.51
11/1/2024	60687	A Sign ASAP!	Vehicle Decals	\$ 1,086.53
11/1/2024	60688	B & B Small Engine	Chainsaw Blades	\$ 62.33
11/1/2024	60689	Bay Building Janitorial, Inc.	Janitorial Services	\$ 12,918.66
11/1/2024	60690	Bay Plumbing Supply, Inc.	Faucet Drain, Hose Bibs, Pipe Fittings	\$ 359.18
11/1/2024	60691	Bayside Oil II, Inc.	Waste Oil Disposal, Antifreeze Disposal	\$ 362.25
11/1/2024	60692	Big Creek	Fencing Lumber & Supplies, 2218 East Cliff Drive Lumber	\$ 318.82
11/1/2024	60693	California Special Districts Association	Annual Membership Dues	\$ 9,548.00
11/1/2024	60694	Citi Cards	Breakroom Supplies	\$ 606.93
11/1/2024	60695	City of Santa Cruz Finance Dept.	Annual Stormwater Users Charge	\$ 8,830.76
11/1/2024	60696	Comcast	Business Internet	\$ 171.11
11/1/2024	60697	County of Santa Cruz Auditor	Citation Tax (September)	\$ 3,676.00
11/1/2024	60698	County of Santa Cruz DPW	Hazardous Waste Disposal	\$ 202.00
11/1/2024	60699	Crow's Nest Restaurant	1/2 Concession Lot Garbage (Tenant Reimbursable)	\$ 2,457.18
11/1/2024	60700	Darco Printing & Paper	Slip Release/Trade Forms	\$ 505.67
11/1/2024	60701	Dunn-Edwards Corporation	Painting Supplies	\$ 50.99
11/1/2024	60702	Electro Specialties	Boatyard Retail Items	\$ 313.03
11/1/2024	60703	Elevator Service Company	Monthly Service	\$ 500.00
11/1/2024	60704	Ewing Irrigation Products, Inc.	PVC Pipe	\$ 404.11
11/1/2024	60705	FedEx	Shipping	\$ 288.24
11/1/2024	60706	Flyers Energy, LLC	Ancillary Equipment Fuel	\$ 702.59
11/1/2024	60707	Gottlieb, Landon	Employee Training Expense Reimbursement: Basic Coastal Operator Course	\$ 2,701.82
11/1/2024	60708	Grainger	Pliers, <i>Dauntless</i> Castle Nuts, Disposable Gloves, Safety Glasses, Tail Lights, Coveralls, Paint Supplies, Thread Chaser, Threading Die	\$ 1,413.68
11/1/2024	60709	Julio Harvey	Security Deposit Refund	\$ 344.50
11/1/2024	60710	HD Supply Facilities Maintenance, Ltd.	Janitorial Supplies	\$ 3,167.06
11/1/2024	60711	Home Depot Credit Services	Dewalt Batteries, Shower Heads, Window Blinds, Screwdriver Set, Outlet Cover, Harbor Office Closet Door Supplies, Wall Thermostat, Pipe Fittings, Hose Fittings, Building Lights, Buckets, Machete, Multitool	\$ 688.05
11/1/2024	60712	Hose Shop	Welding Torch Hoses, O-Dock Fire Hose Assembly	\$ 1,840.98

Santa Cruz Port District
Accounts Payable Monthly Check Register
November 2024

Date	No.	Vendor	Description	Amount
11/1/2024	60713	Johnson Hicks Marine Electronics	<i>Twin Lakes</i> Center Pin Connector	\$ 17.34
11/1/2024	60714	Koffler Electrical Mechanical	Aerator Motors	\$ 4,952.34
11/1/2024	60715	Lawson	<i>Twin Lakes</i> Fittings, <i>Dauntless</i> Electrical Connectors, Hardware	\$ 1,327.74
11/1/2024	60716	Lee & Associates Rescue	Confined Space Equipment & Training	\$ 3,834.46
11/1/2024	60717	McMaster-Carr Supply Company	<i>Dauntless</i> & <i>Twin Lakes</i> Hardware	\$ 523.30
11/1/2024	60718	Mid County Auto Supply	Oil, Oil Filter, Antifreeze, Grease Gun, Hose, Forklift Belt	\$ 285.87
11/1/2024	60719	Mission Uniform Service	First Aid Supply, Uniform Service, Uniform Pant Replacement	\$ 767.44
11/1/2024	60720	MKB Stormwater Innovation	Dredge Yard Stormwater Filter Inserts	\$ 3,496.00
11/1/2024	60721	Monterey Bay Marine	Dredge Skiff Control Cable	\$ 118.02
11/1/2024	60722	Mutual of Omaha	Life/LTD/AD&D Insurance	\$ 918.87
11/1/2024	60723	Capital One Trade Credit - OSH	Anchovy Clean-Up Trash Cans	\$ 139.48
11/1/2024	60724	Pacific Gas & Electric Company	Utilities	\$ 18,589.06
11/1/2024	60725	Palace Business Solutions	Office Supplies	\$ 123.50
11/1/2024	60726	Peterson	<i>Twin Lakes</i> O-Rings	\$ 323.23
11/1/2024	60727	Quadient, Inc.	Postage	\$ 546.32
11/1/2024	60728	Quadient Leasing USA, Inc.	Postage Meter Lease	\$ 207.75
11/1/2024	60729	Riverside Lighting & Electric	Cord Restraint	\$ 20.30
11/1/2024	60730	Rydin Decal	2025 Parking Permits	\$ 3,936.05
11/1/2024	60731	San Lorenzo	Fuel Dock Door, Paint Supplies, Impact Drill	\$ 1,453.14
11/1/2024	60732	Michael Smith	Backflow Testing	\$ 689.00
11/1/2024	60733	Santa Cruz Sentinel	Annual eEdition Subscription	\$ 123.96
11/1/2024	60734	SC Fuels	Fuel Dock Gas & Diesel	\$ 26,521.76
11/1/2024	60735	Santa Cruz Municipal Utilities	Utilities	\$ 29,770.24
11/1/2024	60736	Doug Sherman	Security Deposit Refund	\$ 120.26
11/1/2024	60737	Morgan Taylor	Security Deposit Refund	\$ 413.40
11/1/2024	60738	TranSystems Corporation	Engineering Services: North Harbor Transformer Replacement Project	\$ 3,515.95
11/1/2024	60739	Triton Construction	Fuel Supply Line Upgrade Progress Payment	\$ 31,831.45
11/1/2024	60740	Valley Pacific Petroleum Services, Inc.	<i>Twin Lakes</i> Engine Oil	\$ 2,348.56
11/1/2024	60741	Auguste Vende	Parking Overpayment Refund	\$ 10.00
11/1/2024	60742	Mark Larsen DBA: Viking	Window Cleaning	\$ 35.00
11/1/2024	60743	West Coast Cranes, Inc.	Crane Rental	\$ 4,423.00
11/1/2024	60744	West Coast Wire Rope	Lubricant	\$ 492.31

Santa Cruz Port District
Accounts Payable Monthly Check Register
November 2024

Date	No.	Vendor	Description	Amount
11/1/2024	60745	West Marine Pro	Paint Supplies, <i>Dauntless</i> Bottom Paint & Supplies, <i>Patrol Boat Kinnamon</i> Boat Hook, <i>Scout</i> Bow Line & Side Lines, Fuel Dock Lines	\$ 812.90
11/1/2024	60746	West Marine Pro	Boatyard Retail Items	\$ 1,202.90
11/1/2024	60747	Wex Bank	Fleet Fuel	\$ 2,645.66
11/1/2024	60748	Ronald Wilson	Security Deposit Refund	\$ 113.70
11/1/2024	60749	McDermott, Dick	497 Lake Avenue Installment Payment (November)	\$ 4,535.45
11/1/2024	60750	Monterey Bay Air Resources District	Annual Permit Fees	\$ 4,628.00
11/12/2024	60751	Employee #1947	Final Pay	\$ 434.35
11/15/2024	60752	Allied Administrators for Delta Dental	Dental Insurance	\$ 3,216.17
11/15/2024	60753	Amazon Capital Services	Oscillating Multi-Tool, Face Shield Covers, Power Tool Batteries, Aluminum Cleaner	\$ 398.67
11/15/2024	60754	American Textile & Supply, Inc.	Hazmat Supplies	\$ 1,997.01
11/15/2024	60755	Anderson Pacific	North Harbor Transformer Replacement Project Progress Payment	\$ 218,381.25
11/15/2024	60756	AT&T	Telephone	\$ 322.69
11/15/2024	60757	Atchison Barisone Condotti & Kovacevich	Legal Consultation	\$ 328.80
11/15/2024	60758	Barry Bakken	Security Deposit Refund	\$ 120.26
11/15/2024	60759	B AND B Small Engine	Chainsaw Chain Replacement	\$ 91.35
11/15/2024	60760	Bay Propeller	<i>Dauntless</i> Propeller & Shaft Service	\$ 3,885.00
11/15/2024	60761	Big Creek	F-Dock Parking Lot & Concession Parking Lot Concrete, Fasteners	\$ 282.96
11/15/2024	60762	Bow Wow Pet Waste Products	Pet Waste Station Bags	\$ 210.88
11/15/2024	60763	Burke, Williams & Sorensen, LLP	Legal Consultation	\$ 18,037.69
11/15/2024	60764	Jaime Bushong	Security Deposit Refund	\$ 381.30
11/15/2024	60765	Cale America, Inc.	Monthly Service	\$ 1,358.52
11/15/2024	60766	Carpi & Clay	Washington Representation	\$ 800.00
11/15/2024	60767	Peter Chester	Security Deposit Refund	\$ 138.32
11/15/2024	60768	Comcast	Business Internet	\$ 403.12
11/15/2024	60769	Complete Mailing Service	Statement Mailing & Postage	\$ 597.36
11/15/2024	60770	Downey Brand	Legal Consultation	\$ 486.00
11/15/2024	60771	Dredging Supply Company, Inc.	<i>Twin Lakes</i> Shaft Sleeve	\$ 551.62
11/15/2024	60772	Ewing Irrigation Products, Inc.	Landscaping Tools	\$ 149.25
11/15/2024	60773	GP Crane & Hoist	Quarterly Hoist Inspection (\$315.88 Tenant Reimbursable)	\$ 473.83
11/15/2024	60774	Grainger	Disposable Gloves, Fire Hose Nozzles	\$ 317.41
11/15/2024	60775	Hose Shop	Fire Hose Water Line	\$ 235.57
11/15/2024	60776	Marshall Julien	Security Deposit Refund	\$ 330.61

Santa Cruz Port District
Accounts Payable Monthly Check Register
November 2024

Date	No.	Vendor	Description	Amount
11/15/2024	60777	Rajan Khokhar	Security Deposit Refund	\$ 113.40
11/15/2024	60778	Lawson	Hand Cleaner	\$ 122.88
11/15/2024	60779	Linde Gas & Equipment, Inc.	Welding Gas	\$ 359.70
11/15/2024	60780	Manning, Dwight	Security Deposit Refund	\$ 138.32
11/15/2024	60781	Mesiti-Miller Engineering, Inc.	Engineering Services: Westside Seawall	\$ 3,267.00
11/15/2024	60782	Mid County Auto Supply	Aerator Grease Fitting, <i>Twin Lakes</i> Transmission Oil, Dredge Vehicle Oil & Filters, Fuser Cables, Beach Valve Hydraulic Filter, Fuser Filters, <i>Dauntless</i> Hydraulic Oil	\$ 558.09
11/15/2024	60783	Mission Uniform Service	First Aid Supply, Uniform Service, Uniform Pant Replacement	\$ 264.42
11/15/2024	60784	Operating Engineers	Union Dues (Payroll Deduction)	\$ 276.00
11/15/2024	60785	Capital One Trade Credit	Drill Bits, Cotter Pins, I-Dock Gate Hardware, Pest Control, Bar Oil, Chainsaw Chain, Fasteners, Saw Blade	\$ 378.15
11/15/2024	60786	Pacific Gas & Electric Company	Utilities	\$ 17,225.03
11/15/2024	60787	Pagoda Technologies Inc	Monthly IT & Cyber Security Services (November), Boatyard Network Switch Replacement	\$ 3,647.55
11/15/2024	60788	Pete's Outflow Technicians LLC	Anchovy Removal	\$ 7,200.00
11/15/2024	60789	PORAC Legal Defense Fund	Association Dues (Payroll Deduction)	\$ 294.00
11/15/2024	60790	Red Wing Shoe Store	Maintenance Staff Work Boots	\$ 291.67
11/15/2024	60791	Andy Ruble	Security Deposit Refund	\$ 52.50
11/15/2024	60792	San Lorenzo	Fuel Dock Repair Lumber	\$ 46.78
11/15/2024	60793	Michael Smith	Backflow Testing & Repair	\$ 1,378.00
11/15/2024	60794	Santa Cruz Tire & Auto Care	Patrol Vehicle Smog Check, Maintenance Vehicle Ignition & Fuel Line Repair	\$ 1,683.76
11/15/2024	60795	Santa Cruz Municipal Utilities	Utilities	\$ 12,250.76
11/15/2024	60796	State of California Dept of Public Health	Annual Density Meter License Fee	\$ 104.00
11/15/2024	60797	U.S. Bank Equipment Finance	Copier Leases	\$ 305.55
11/15/2024	60798	Verizon Wireless	Cell Phone & Tablet Service	\$ 277.33
11/15/2024	60799	Warren, Chris	Security Deposit Refund	\$ 138.32
11/15/2024	60800	West Marine Pro	Anchovy Clean-Up Nets	\$ 84.73
11/27/2024	60801	Ace Portable Services	Portable Toilet Rental	\$ 214.76
11/27/2024	60802	Allied Universal	Security Patrol	\$ 6,058.26
11/27/2024	60803	Amazon Capital Services	Belt Sander, Belts	\$ 189.19
11/27/2024	60804	Bay Plumbing Supply, Inc.	D-Dock Restroom Shower Head, FF-Dock Restroom Faucet Replacement	\$ 64.85
11/27/2024	60805	Bayside Oil II, Inc.	Waste Fuel Disposal (Grant Reimbursable)	\$ 1,704.00
11/27/2024	60806	Bayview Hydraulics, Inc.	Crane Steering Ram Repair	\$ 247.25
11/27/2024	60807	Central Coast Systems	Quarterly Fire Alarm Monitoring	\$ 210.00

Santa Cruz Port District
Accounts Payable Monthly Check Register
November 2024

Date	No.	Vendor	Description	Amount
11/27/2024	60808	Abram Emil Conant	Security Deposit Refund	\$ 334.06
11/27/2024	60809	Crystal Springs Water Co.	Boatyard Drinking Water	\$ 70.00
11/27/2024	60810	Elevator Service Company	Monthly Elevator Service	\$ 500.00
11/27/2024	60811	Environmental Logistics	Boatyard Vault Pump Out	\$ 4,962.00
11/27/2024	60812	Ewing Irrigation Products, Inc.	PVC Pipe, Fittings, Cement	\$ 404.11
11/27/2024	60813	Franchise Tax Board	Wage Garnishment (Payroll Deduction)	\$ 640.18
11/27/2024	60814	Garda CL West, Inc.	Excess Premise Time	\$ 103.35
11/27/2024	60815	Grainger	Disposable Gloves, Cable Ties, Reflective Tape	\$ 268.21
11/27/2024	60816	H&H Fresh Fish	493 Lake Avenue Ice Machine Repair	\$ 1,484.92
11/27/2024	60817	HD Supply Facilities Maintenance, Ltd.	Janitorial Supplies	\$ 5,162.47
11/27/2024	60818	Lighthouse Welding	<i>Dauntless</i> A-Frame Repair	\$ 6,446.00
11/27/2024	60819	Linde Gas & Equipment, Inc.	Aluminum Welding Wire	\$ 19.72
11/27/2024	60820	David Kevin Lindsley	Security Deposit Refund	\$ 511.35
11/27/2024	60821	Marine Lien Sale Service	Vessel Lien Fee	\$ 180.00
11/27/2024	60822	MBS Business Systems	Copier Usage Charges	\$ 651.73
11/27/2024	60823	McDermott, Dick	497 Lake Avenue Installment Payment (December)	\$ 4,535.45
11/27/2024	60824	Mid County Auto Supply	Oil Filter, Patrol Vehicle Headlight	\$ 66.55
11/27/2024	60825	Mission Uniform Service	First Aid Supply, Uniform Service	\$ 541.44
11/27/2024	60826	Mutual of Omaha	Life/LTD/AD&D Insurance	\$ 918.87
11/27/2024	60827	Niki Rothwell	Employee Expense Reimbursement: Holiday Office Decorations	\$ 194.57
11/27/2024	60828	Pacific Gas & Electric Company	Utilities	\$ 32,299.03
11/27/2024	60829	Palace Business Solutions	Office Supplies	\$ 123.11
11/27/2024	60830	Peninsula Welding & Medical Supply	Grinding Wheels	\$ 544.43
11/27/2024	60831	Tom Rahe	Security Deposit Refund	\$ 381.30
11/27/2024	60832	Riverside Lighting & Electric	Aerator Motor Tester, <i>Dauntless</i> Breaker Repair Parts	\$ 388.13
11/27/2024	60833	Santa Cruz Tire & Auto Care	Patrol Vehicle Oil Change	\$ 136.24
11/27/2024	60834	SC Fuels	Fuel Dock Gas & Diesel	\$ 27,517.10
11/27/2024	60835	Scheidt & Bachmann	Monthly Service	\$ 2,765.66
11/27/2024	60836	Santa Cruz Municipal Utilities	Utilities	\$ 5,916.25
11/27/2024	60837	Selway Construction, Inc	2222 East Cliff Drive Painting Project	\$ 59,000.00
11/27/2024	60838	Svensden's Marine & Industrial Supply	Dredge Paint, <i>Dauntless</i> Anodes	\$ 337.99
11/27/2024	60839	Tenant Sales & Service Company	Boatyard Sweeper Repair	\$ 5,503.62
11/27/2024	60840	Triton Construction	Designated Operator Service	\$ 400.00
11/27/2024	60841	US Relay	Webcam Service	\$ 484.00

Santa Cruz Port District
Accounts Payable Monthly Check Register
November 2024

Date	No.	Vendor	Description	Amount
11/27/2024	60842	Washington Chain & Supply, Inc.	Mooring Chain	\$ 1,800.51
11/27/2024	60843	West Marine Pro	Dredge Paint & Brushes	\$ 249.57
11/27/2024	60844	West Marine Pro	Boatyard Retail Items	\$ 115.86
11/27/2024	60845	Wex Bank	Fleet Fuel	\$ 2,215.72
11/5/2024	Various	Various Employees	10/16/24-10/31/24 Payroll	\$ 8,969.92
11/20/2024	Various	Various Employees	11/1/24-11/15/24 Payroll	\$ 8,623.21
11/1/2024	EFT	American Express	Fuel Dock Credit Card Fees	\$ 45.12
11/1/2024	EFT	Cardconnect	RV Park Credit Card Fees	\$ 736.81
11/1/2024	EFT	ElectronicPayments	Fuel Dock Credit Card Fees	\$ 17.50
11/1/2024	EFT	Gravity Payments	Front Desk Credit Card Fees	\$ 2,555.99
11/1/2024	EFT	Merchant Services	Fuel Dock Credit Card Fees	\$ 762.55
11/1/2024	EFT	Merchant Services	Online Billpay Credit Card Fees	\$ 532.89
11/1/2024	EFT	Merchant Services	CALE Credit Card Fees	\$ 1,547.24
11/1/2024	EFT	Merchant Services	Boatyard Credit Card Fees	\$ 390.44
11/1/2024	EFT	Transaction Express	Online Billpay ACH Fees	\$ 800.50
11/1/2024	EFT	Windcave, Inc.	Concession Lot Credit Card Fees	\$ 2,353.56
11/5/2024	EFT	Fiserv	RV Park ACH Fees	\$ 10.00
11/5/2024	EFT	PAYCHEX	10/16/24-10/31/24 Payroll Direct Deposit	\$ 74,050.35
11/5/2024	EFT	PAYCHEX	10/16/24-10/31/24 Payroll Taxes	\$ 36,090.85
11/5/2024	EFT	PAYCHEX	Payroll Service Fees	\$ 701.07
11/6/2024	EFT	California State Disbursement Unit	Wage Garnishment (Payroll Deduction)	\$ 125.00
11/6/2024	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 10,107.08
11/6/2024	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 7,555.07
11/6/2024	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 1,708.22
11/6/2024	EFT	CalPERS	457 Contributions (Payroll Deduction)	\$ 4,990.22
11/6/2024	EFT	CalPERS	Health Insurance	\$ 53,095.70
11/6/2024	EFT	Empower Retirement	457 Loan Repayments (Payroll Deduction)	\$ 346.19
11/7/2024	EFT	Comerica Commercial Card Services	Bodycam Belt Mounts, WhenWork Subscription, Harbor Patrol Uniforms, Patrol Vehicle Lighting, Sea Lion Deterrent, Anchovy Clean-Up Nets, Constant Contact Subscription, Zoom Subscription, Hydrogen Sulfide Monitor Calibration, Employee Recognition, Office Supplies, Safety Training, Maintenance Vehicle Oil Change & Smog Check, Oil Absorbent, Extension Cords, Custom Logo Harbor Hats, Ancillary Equipment Fuel	\$ 13,180.24
11/10/2024	EFT	Campspot	RV Park Software Monthly Fee	\$ 195.40
11/10/2024	EFT	Gravity Payments	Front Desk Credit Card Gateway Fee	\$ 24.12

Santa Cruz Port District
Accounts Payable Monthly Check Register
November 2024

Date	No.	Vendor	Description	Amount
11/12/2024	EFT	Comerica Bank	Service Charges	\$ 856.09
11/16/2024	EFT	GoTo Communications, Inc.	Monthly IP Telephone Service	\$ 505.38
11/20/2024	EFT	PAYCHEX	11/1/24-11/15/24 Payroll	\$ 65,896.41
11/20/2024	EFT	PAYCHEX	11/1/24-11/15/24 Payroll	\$ 31,729.89
11/20/2024	EFT	PAYCHEX	Payroll Service Fees	\$ 631.07
11/20/2024	EFT	PAYCHEX	Time & Attendance Fees	\$ 120.45
11/21/2024	EFT	California State Disbursement Unit	Wage Garnishment (Payroll Deduction)	\$ 125.00
11/20/2024	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 10,057.09
11/20/2024	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 7,554.83
11/20/2024	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 1,066.30
11/20/2024	EFT	CalPERS	457 Contributions (Payroll Deduction)	\$ 4,781.39
11/20/2024	EFT	Empower Retirement	457 Loan Repayments (Payroll Deduction)	\$ 346.19
11/30/2024	EFT	Windcave, Inc.	Concession Lot Credit Card Device Charges	\$ 630.58
Total November 2024 Disbursements				\$ 1,046,902.01

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
Reed Geisreiter
Stephen Reed
Darren Gertler

TO: Port Commission
FROM: Holland MacLaurie, Port Director
DATE: December 3, 2024
SUBJECT: Port Director's Report – December 10, 2024

Murray Street Bridge Seismic Retrofit and Barrier Replacement Project

Fully executed copies of the Permanent Easement and Temporary Construction Easement Agreement for the Murray Street Bridge Seismic Retrofit and Barrier Replacement Project have been received from the City. Escrow documents have been prepared and upon execution and recordation, the remaining \$2.49 million available under the Agreement will be disbursed to the Port District to cover project related costs (prior disbursement of \$5,149,000 was made in 2023).

The City anticipates awarding a contract to Shimmick Construction for the bridge project later this month. If the City proceeds with that timeline, the Port District will be prepared to place the Demolition and Reconstruction of FF-Dock Project out to bid in January 2025, with construction commencing during the first work window in June 2025.

City of Santa Cruz Watermain Replacement

The City of Santa Cruz's Water Department is pursuing a project to replace the entirety of the watermain that extends along the southeast side of the harbor from the boatyard area to the concession parking lot. Staff is currently working with the City to ensure proper easement agreements are in place (new agreements will likely be needed) and coordinate timing of the project so it does not coincide with the upcoming Murray Street Bridge Project.

H&H Fresh Fish – Lease Option

H&H Fresh Fish has notified the Port District of its intent to exercise the second three-year option under the lease, which extends the lease term through January 31, 2028. All other terms and conditions of the lease remain in effect. No additional option periods are available.



TO: Port Commission
FROM: Carl Wulf, Facilities Maintenance & Engineering Manager
DATE: December 5, 2024
SUBJECT: Facilities Maintenance & Engineering Manager's Report – December 10, 2024

Dredging Operations:

Twin Lakes

The dredge crew has focused their efforts on digging the northern portions of the channel, moving from east to west. The crew has encountered a few small issues while getting the season started, but are moving forward as planned. Following the first few weeks spent deepening the areas around AA-Dock and the fuel dock, *Twin Lakes* will be turned around and begin to move south toward the harbor entrance.

Maintenance:

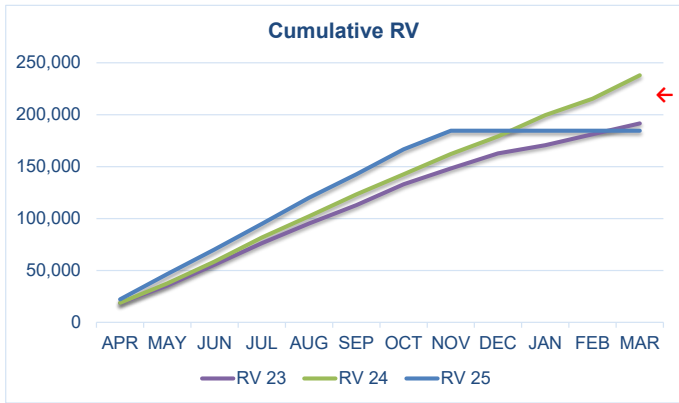
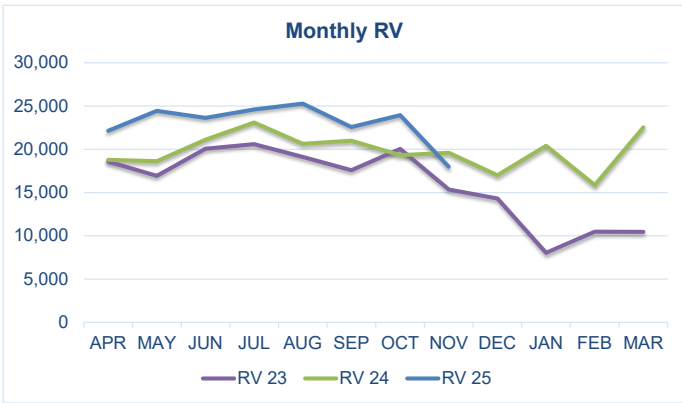
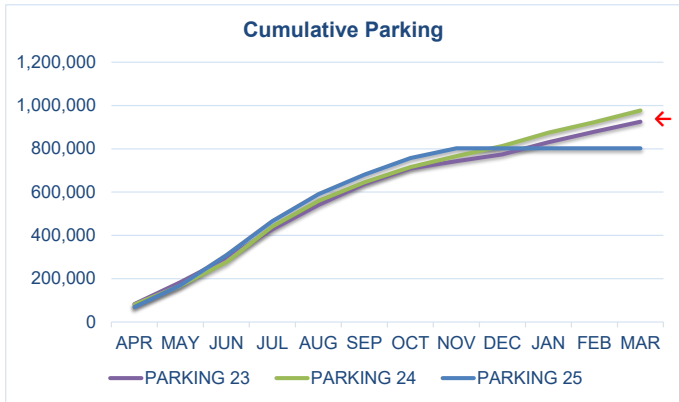
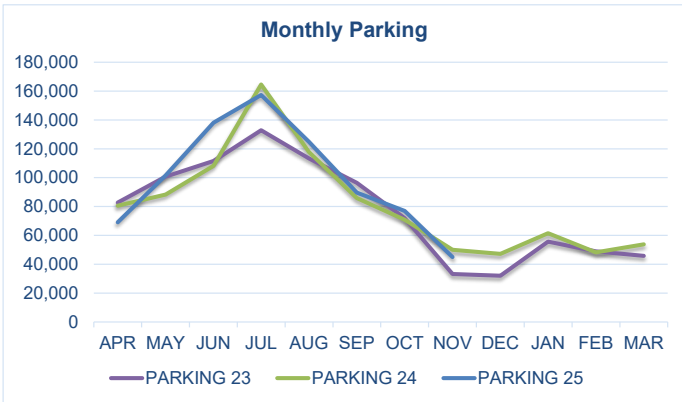
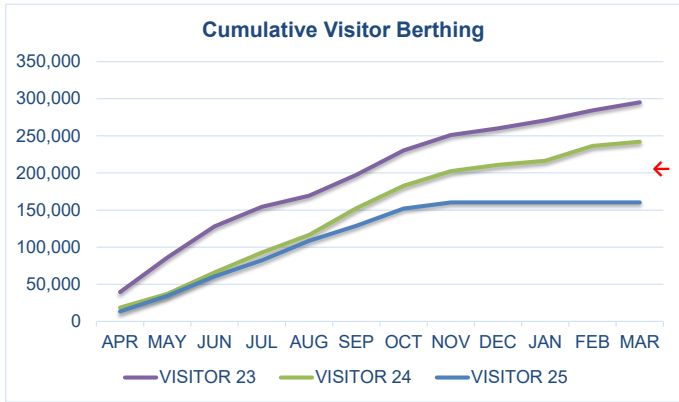
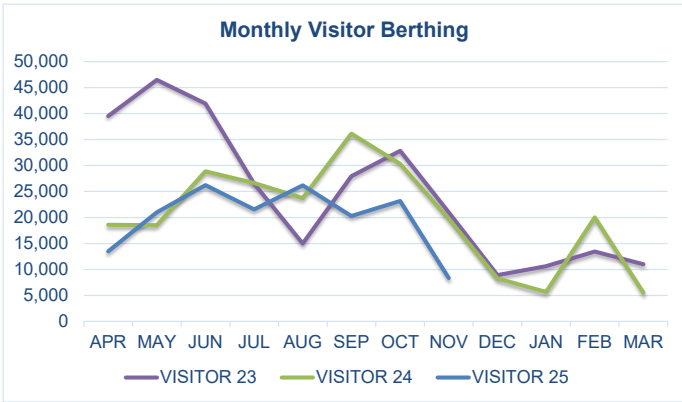
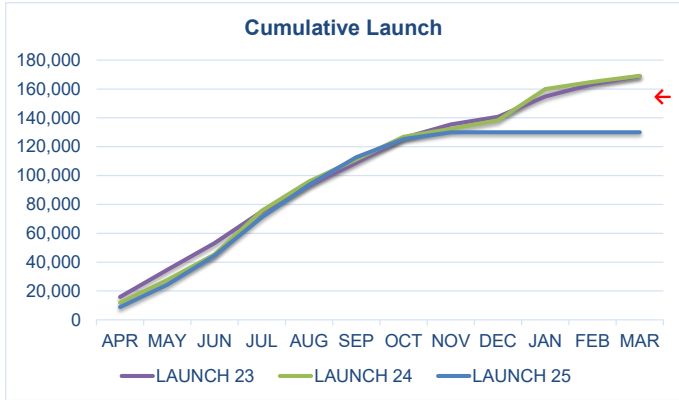
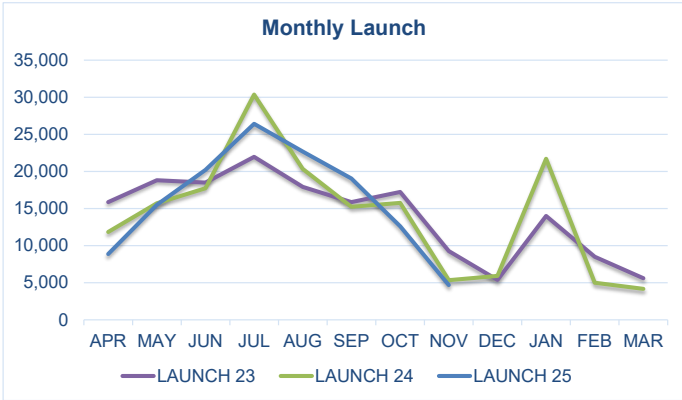
North Harbor Transformer Replacement and Relocation Project

Anderson Pacific has completed the installation of the power centers. The cutover process to transition to the new power centers began December 2, 2024, with W-Dock, X1-Dock, and X2-Dock complete, and completion of all docks expected by December 18, 2024.



Santa Cruz Port District
SEASONAL INCOME
 For the Eight Months Ending November 30, 2024

FY25 Budget ←



California State Treasurer
Fiona Ma, CPA



Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

December 03, 2024

[LAIF Home](#)
[PMIA Average](#)
[Monthly Yields](#)

SANTA CRUZ PORT DISTRICT

PORT DIRECTOR
135 5TH AVENUE
SANTA CRUZ, CA 95062

[Tran Type Definitions](#)

Account Number:

November 2024 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	301,969.26
Total Withdrawal:	0.00	Ending Balance:	301,969.26



Summary Statement

November 30, 2024

Page 1 of 3

Investor ID:

0000072-0000298 PDF 719226

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

California CLASS

California CLASS

Average Monthly Yield: 4.8272%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Port District Main	18,026,341.47	0.00	0.00	71,326.00	866,642.58	18,031,096.54	18,097,667.47
TOTAL	18,026,341.47	0.00	0.00	71,326.00	866,642.58	18,031,096.54	18,097,667.47



Account Statement

November 30, 2024

Page 2 of 3

Account Number:

Port District Main

Account Summary

Average Monthly Yield: 4.8272%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	18,026,341.47	0.00	0.00	71,326.00	866,642.58	18,031,096.54	18,097,667.47

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
11/01/2024	Beginning Balance			18,026,341.47	
11/30/2024	Income Dividend Reinvestment	71,326.00			
11/30/2024	Ending Balance			18,097,667.47	



California CLASS

California CLASS

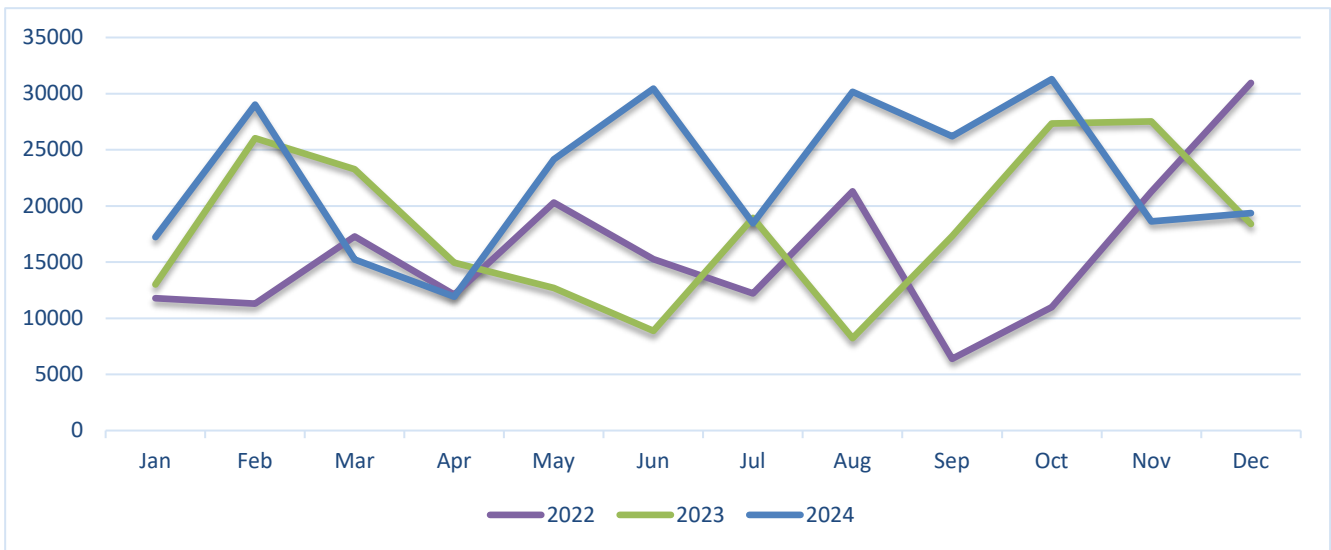
Date	Dividend Rate	Daily Yield
11/01/2024	0.000408285	4.9809%
11/02/2024	0.000000000	4.9811%
11/03/2024	0.000000000	4.9811%
11/04/2024	0.000135703	4.9667%
11/05/2024	0.000135184	4.9477%
11/06/2024	0.000135069	4.9435%
11/07/2024	0.000134830	4.9348%
11/08/2024	0.000535748	4.9021%
11/09/2024	0.000000000	4.9021%
11/10/2024	0.000000000	4.9021%
11/11/2024	0.000000000	4.9021%
11/12/2024	0.000131497	4.8128%
11/13/2024	0.000130787	4.7868%
11/14/2024	0.000130528	4.7773%
11/15/2024	0.000390777	4.7675%
11/16/2024	0.000000000	4.7675%
11/17/2024	0.000000000	4.7675%
11/18/2024	0.000129960	4.7566%
11/19/2024	0.000130003	4.7581%
11/20/2024	0.000130052	4.7599%
11/21/2024	0.000129860	4.7529%
11/22/2024	0.000389985	4.7578%
11/23/2024	0.000000000	4.7578%
11/24/2024	0.000000000	4.7578%
11/25/2024	0.000129849	4.7525%
11/26/2024	0.000129620	4.7441%
11/27/2024	0.000259470	4.7483%
11/28/2024	0.000000000	4.7483%
11/29/2024	0.000259558	4.7499%
11/30/2024	0.000000000	4.7499%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**

Santa Cruz Port District
60 DAY DELINQUENT ACCOUNTS

The following accounts have balances 60 days delinquent as of December 4, 2024

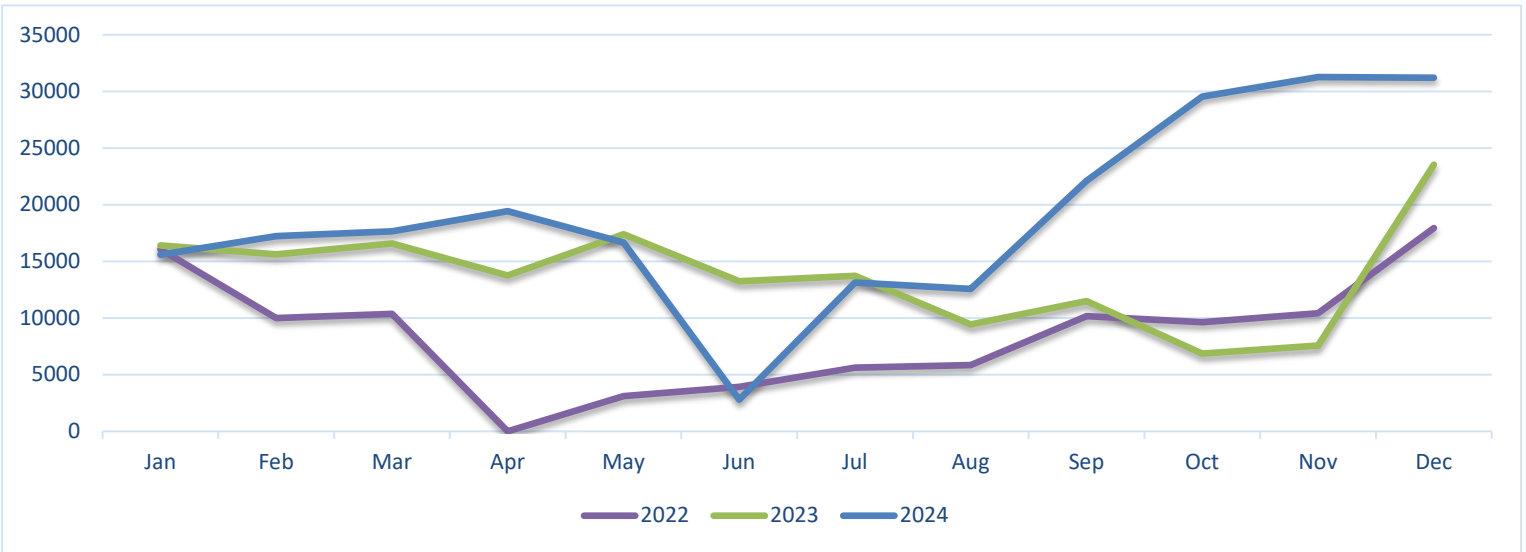
Account Number	Current Month	30 Day Balance	60 Day Balance	90 Day Balance	Total Balance
55526	1,139.29	1,148.57	1,114.29	0.00	3,402.15
2321	652.38	657.61	627.38	0.00	1,937.37
58825	606.27	611.11	581.27	0.00	1,798.65
47248	475.00	478.75	450.00	0.00	1,403.75
48237	525.70	531.31	277.33	0.00	1,334.34
55068	438.00	441.44	413.00	0.00	1,292.44
58564	396.34	399.43	371.34	0.00	1,167.11
57470	379.75	382.12	284.58	0.00	1,046.45
59107	397.49	399.43	233.26	0.00	1,030.18
58512	336.16	338.75	311.16	0.00	986.07
47207	321.34	323.81	296.34	0.00	941.49
57958	231.30	226.17	193.70	0.00	651.17
46238	203.49	204.98	178.49	0.00	586.96
58308	172.57	168.70	138.36	0.00	479.63
58758	163.36	164.51	138.36	0.00	466.23
57183	203.49	136.76	66.05	0.00	406.30
48170	90.03	90.57	64.73	0.00	245.33
58612	90.03	90.06	3.82	0.00	183.91
Total	\$ 6,821.99	\$ 6,794.08	\$ 5,743.46	\$ -	\$ 19,359.53



Santa Cruz Port District
90+ DAY DELINQUENT ACCOUNTS

The following accounts have balances 90 days delinquent or greater as of December 4, 2024

Account Number	Current Month	30 Day Balance	60 Day Balance	90+ Day Balance	Total Balance	Commercial Slip	Action
4134	1,521.72	1,799.69	1,752.30	1,031.00	6,104.71	X	Revoke
55834	1,139.29	1,154.44	979.39	290.03	3,563.15		Payment Plan
60701	1,073.30	845.29	785.02	806.60	3,510.21		Revoke
3375	-	562.11	595.54	2,203.20	3,360.85		Bad Debt
57057	835.86	669.89	1,358.62	111.24	2,975.61	X	Revoke
56308	644.40	654.72	649.56	619.40	2,568.08		Revoke
47895	-	-	-	2,007.80	2,007.80		Bad Debt
3094	474.75	452.98	449.55	439.41	1,816.69	X	Revoke
55602	392.35	395.75	400.54	40.30	1,228.94		Revoke
58520	261.64	265.39	263.42	213.67	1,004.12	X	Revoke
60043	163.36	167.97	166.82	468.54	966.69	X	Revoke
57891	173.04	177.87	176.64	215.65	743.20		Payment Plan
58302	94.16	69.16	69.16	284.12	516.60		Revoke
59934	-	-	-	423.32	423.32		Bad Debt
60103	-	-	-	422.65	422.65		Bad Debt
Total	\$ 6,773.87	\$ 7,215.26	\$ 7,646.56	\$ 9,576.93	\$ 31,212.62		





TO: Port Commission
FROM: Sean Rothwell, Assistant Harbormaster
DATE: December 1, 2024
SUBJECT: Harbor Patrol Incident Response Report – November 2024

Search and Rescue, Patrol Boat Response

- 11/1/24 Harbor Patrol responded to a report of a swimmer in distress in the area of Lighthouse Field State Beach. Prior to arrival, the swimmer self-rescued. Harbor Patrol returned to the harbor without incident.
- 11/12/24 Harbor Patrol responded to a report of a windsurfer in distress in the area of Scott Creek Beach. Prior to arrival, the windsurfer self-rescued. Harbor Patrol returned to the harbor without incident.
- 11/16/24 Harbor Patrol responded to a report of an unconscious subject floating in the water in the area of Davenport Landing Beach. Prior to arrival, the victim was brought to shore by State Park Lifeguards. Harbor Patrol returned to the harbor without incident.

Crime Reports, Assist Outside Department, and Incident Reports

- 11/5/24 Harbor Patrol took an incident report after a small hobby drone collided with a vessel in the area of the harbor entrance. No damage or injuries reported. The owner of the drone was not identified.
- 11/21/24 Harbor Patrol responded to a fuel spill in the area of V-Dock. Staff initiated clean-up efforts, deployed boom and absorbent pads around the suspected source, and contacted the National Response Center. Following an investigation, the source of the spill remains undetermined.
- 11/26/24 Harbor Patrol took a stolen property report after a spinnaker pole was reported missing from a vessel on D-Dock. No suspect information available.

Parking Citations:

November 2024 Parking Citations: 149
November 2023 Parking Citations: 149



December 2, 2024

Holland Mac Laurie, Port Director
Santa Cruz Port District
135 5th Ave.
Santa Cruz, CA 95062

SUBJECT: UPCOMING VACANCY FOR THE REGULAR & ALTERNATE SEATS ON LAFCO

Dear Ms. Mac Laurie:

The purpose of this letter is to solicit applications for the regular and alternate member seats on the Local Agency Formation Commission (“LAFCO”). The independent special districts in Santa Cruz County have three seats on LAFCO. The two regular member seats are currently held by Jim Anderson (Felton Fire Protection District) with a term ending in May 2025, and Rachél Lather (Soquel Creek Water District) with a term ending in May 2027. The alternate member seat is currently held by Ed Banks (Pajaro Valley Public Cemetery District) with a term ending in May 2025. **Two seats will become vacant in May, and as a result, the independent special districts must address the vacancy before May 1, 2025.**

Selection Process

LAFCO’s Independent Special District Selection Committee Policy (refer to **Attachment 1**) indicates that the two regular members cannot be from the same type of district (fire, water, recreation, miscellaneous). Since the regular member currently in the middle of a term is from a water district, the regular position being filled cannot be from another water agency. Therefore, the pool of eligible applicants for the regular member term will be anyone who is on the board of an independent special district in Santa Cruz County, with the exception for those currently serving as water district and water management agency board members. The pool of people eligible to apply for the alternate seat will be anyone who is on the board of any independent special district in Santa Cruz County. There are no restrictions regarding the type of district for the alternate seat. **The term of office for the newly appointed LAFCO members will begin May 5, 2025 and will end on May 7, 2029.**

Application Deadline

Please share this letter with your board members. The deadline for returning completed applications is **Friday, January 24, 2025 at 3:00pm**. A complete overview of the selection process timeline is shown in **Attachment 2**. I have attached a form by which a board member may apply for either or both positions. An electronic version of the form can be accessed on the LAFCO website (refer to **Attachment 3**).

Feel free to contact me if you have any questions about the selection process. After January 24th, each independent special district will be sent a subsequent letter with information about the proposed candidates and an explanation on how each district will cast their vote to appoint the district representative on LAFCO.

Sincerely,

Joe A. Serrano
Executive Officer

Attachments:

- 1) Independent Special District Selection Committee Policy
- 2) Selection Process Timeline
- 3) Application Form



LOCAL AGENCY FORMATION COMMISSION
OF SANTA CRUZ COUNTY

INDEPENDENT SPECIAL DISTRICTS SELECTION POLICY

1. OVERVIEW

The purpose of the Independent Special District Selection Committee shall be to appoint the regular and alternate special district members of the Local Agency Formation Commission (LAFCO) and to fill unexpired terms when vacancies occur. It is important to note that nothing in these Rules of Procedure shall supersede Government Code Section 56332, which governs the establishment of the Independent Special District Selection Committee.

2. MEMBERSHIP

Membership of the Independent Special District Selection Committee shall be composed of the presiding officer or designated board member of the legislative body of each independent special district either located wholly within Santa Cruz County or containing territory within the county that represents 50% or more of the assessed value of taxable property of the district.

3. MEETINGS

3.1 Notification and Solicitation of Nominations

The Executive Officer of the Commission shall give written notice to all eligible independent special districts of any meeting of the Independent Special District Selection Committee, specifying the date, time, and place.

Any person qualified to serve as an Independent Special District representative to LAFCO shall be qualified to submit a nomination which shall be accompanied by a brief resume on the form provided by LAFCO. Each district shall be encouraged to submit nominations.

3.2 Registration

Each member of the Selection Committee shall be entitled to one vote for each independent special district of which he or she is the presiding officer.

In the event that the presiding officer is unable to attend a meeting of the Committee, the legislative body may appoint one of its members to attend in the presiding officer's place. Such a designated member shall submit written authorization at the time of registration.

Each voting member shall register and complete a declaration of qualification. The voting member will then be given the required number of ballots and other voting materials.

3.3 Quorum

Members representing a majority of the eligible districts shall constitute a quorum for the conduct of Committee business. No meeting shall be called to order earlier than the time specified in the notice and until a quorum has been declared to be present.

Before calling the meeting to order, the Executive Officer shall announce that a quorum is present and request that any voting member who has not yet registered do so at that time. Only those eligible members registered and present shall be allowed to vote.

3.4 Sequential Balloting

If there is more than one position to fill, sequential balloting will be held in the following order using a ballot with names of all eligible nominees: (1) Full term, regular member; (2) Partial term, regular member; and (3) Alternate member.

If a candidate is elected to a position, his or her name will be crossed out on the subsequent ballots.

3.5 Majority to Win

In order for a candidate to be elected, that candidate must receive a majority of the votes being cast.

If no candidate receives a majority, a subsequent round of voting shall be conducted with the eligible candidates limited to the two candidates who received the most votes in the previous round and any candidates who received the same number of votes as the second candidate.

4. COMPOSITION OF SPECIAL DISTRICT REPRESENTATION ON LAFCO

It is desirable that the special district members on LAFCO have a broad cross-section of duties and experience in district matters. Therefore, the following four classes of districts are established:

Class 1: Fire Protection Districts

- Ben Lomond Fire Protection District
- Boulder Creek Fire Protection District
- Central Fire District¹
- Felton Fire Protection District
- Pajaro Valley Fire Protection District²
- Scotts Valley Fire Protection District³
- Zayante Fire Protection District

¹ The original resolution listed the Aptos/La Selva Fire Protection District, which was subsequently consolidated with the Central Fire Protection District (named changed to Central Fire District) in 2021.

² The original resolution listed the Freedom Fire Protection District and the Salsipuedes Fire Protection District, which were subsequently consolidated into the Pajaro Valley Fire Protection District.

³ The original resolution listed the Branciforte Fire Protection District, which was subsequently dissolved and annexed into the Scotts Valley Fire Protection District in 2023.

Class 2: Water Districts

- Central Water District
- San Lorenzo Valley Water District⁴
- Scotts Valley Water District
- Soquel Creek Water District

Class 3: Recreation and Park Districts

- Alba Recreation and Park District
- Boulder Creek Recreation and Park District
- La Selva Beach Recreation and Park District

Class 4: Miscellaneous Districts⁵

- Pajaro Valley Health Care District
- Pajaro Valley Public Cemetery District
- Pajaro Valley Water Management Agency
- Salsipuedes Sanitary District
- Santa Cruz County Resource Conservation District
- Santa Cruz Port District

4.1 Overlapping Classes

At no time shall the two regular special district members on LAFCO come from the same class of districts.

4.2 Class Diversity

Where feasible, nominations for vacancies on LAFCO may not come from the class that already has a regular member sitting on LAFCO.

4.3 Conflicting Classes

Any election that would result in the two regular special district members being from the same class of district shall be immediately deemed invalid, and a subsequent ballot will be prepared excluding the conflicting class of candidates and voted upon.

5. MAILED-BALLOT ELECTIONS

5.1 Authority

A mailed-ballot election may be conducted if the Executive Officer has determined that a meeting of the Special District Selection Committee is not feasible.

5.2 Notification and Solicitation of Nominations

The Executive Officer of the Commission shall give written notice to all eligible independent special districts of the intention to conduct a mailed-ballot election. Each district shall acknowledge receipt of the Executive Officer's notice.

⁴ The original resolution listed the Lompico County Water District which was subsequently dissolved and annexed into the San Lorenzo Valley Water District.

⁵ The original resolution listed the Opal Cliffs Recreation District and the Reclamation District No. 2049, which were subsequently dissolved in 2022 and 2024 respectively. The list also excluded the Pajaro Valley Health Care District which was ultimately created through special legislation in 2022.

Each district shall be encouraged to submit nominations, accompanied by a brief resume on the form provided by LAFCO. All nominations must be received by a specified date that shall be at least six weeks from the date of notification. Emailed copies of nominations may be submitted, if necessary, to meet the established deadline; however, replacement originals must be submitted as soon thereafter as possible.

5.3 Distribution and Return of Ballots

All eligible districts shall be sent, by certified mail, return receipt requested, the following materials: (1) copies of all nominations received by the deadline, (2) ballot(s) as required to vote for Commission members, and (3) voting instructions.

The following outlines the necessary information and steps to submit a complete ballot:

1. The ballots shall include the names of all nominees.
2. Each ballot shall be accompanied by a certification sheet to be completed by the presiding officer or designated alternate who cast that district's vote.
3. A specified period of time, not less than six weeks, shall be allowed for the districts to cast their votes and return their ballots.
4. Ballots shall be sent by certified mail, return receipt requested.
5. Emailed copies of ballots may be submitted, if necessary, to meet the established deadline; however, replacement originals must be submitted as soon thereafter as possible.
6. All ballots received by the deadline shall be counted and the results announced within seven days.
7. Certified ballots representing a simple majority of the eligible districts must be returned for a valid election.

5.4 Appointment by Majority Vote

A candidate for a regular or alternate member of the Commission must receive at least a majority of the votes cast in order to be selected. Results of the election will be reviewed and adopted by the Commission during an open session of a regularly scheduled LAFCO Meeting.

In the event that no candidate receives the required number of votes, a run-off election shall be conducted, either by a second mailed ballot or a meeting of the Independent Special District Selection Committee, at the discretion of the Executive Officer.

*Adopted on September 7, 1994 (Resolution No. 801-B)
Revision on May 6, 2020 (Resolution No. 2020-11)
Last Revision on March 6, 2024 (Resolution No. 2024-07)*



LOCAL AGENCY FORMATION COMMISSION OF SANTA CRUZ COUNTY

LAFCO’S DISTRICT REGULAR & ALTERNATE SEAT VACANCIES
 (Independent Special District Selection Committee Election Process)

Action	Deadline	Notes
Request for Applications	Monday, December 2, 2024	LAFCO will send out letters to the independent special districts to solicit applications from eligible board members
Application due back to LAFCO	Friday, January 24, 2025	Applications are due no later than 3:00pm
Election Process Begins	Monday, January 26, 2025	LAFCO will send out letters with ballots and information about the candidates
Election Process Ends	Wednesday, March 26, 2025	Ballots due no later than 3:00pm
LAFCO Meeting (Certify Results)	Wednesday, April 2, 2025	LAFCO will consider adopting a resolution certifying the election results
LAFCO Meeting (Oath of Office)	Wednesday, May 7, 2025	LAFCO will officially introduce the newly elected district representatives



LOCAL AGENCY FORMATION COMMISSION OF SANTA CRUZ COUNTY

NOMINATION FOR LAFCO'S SPECIAL DISTRICT REGULAR & ALTERNATE MEMBER SEATS
(TERM BEGINNING MAY 2025 AND ENDING IN MAY 2029)

INSTRUCTIONS:

If you are interested in serving as a special district member on LAFCO, please complete and sign the following application. The completed application can be mailed, hand delivered, or emailed (as a PDF with signature) to: 701 Ocean Street, Room 318-D, Santa Cruz, CA 95060 (mailing address) or joe@santacruzlafco.org (email).

Applications must be submitted to LAFCO no later than 3:00 p.m. on January 24, 2025

I am applying for (CHECK ONE):

Table with 2 columns and 3 rows: Special District Regular Member ONLY, Special District Alternate Member ONLY, Either Position

Note that water district board members are NOT eligible for the proposed regular member position because a water district board member currently occupies the other regular seat.

NAME: _____

MAILING ADDRESS: _____

PHONE(s): Home: _____ Cell/Business: _____

EMAIL: _____

DISTRICT BOARD ON WHICH YOU CURRENTLY SERVE: _____

PREVIOUS BOARD, COMMISSION, OR COMMITTEE SERVED (Identify organization[s] and length of term[s]):

Multiple horizontal lines for providing previous board information.

STATEMENT OF INTEREST:

You may attach a separate sheet to present additional qualifications or a statement of interest in serving on LAFCO.

CERTIFICATION:

I certify that the above information is true and correct and I authorize the verification of the information in the application.

Signature of Board Member Interested in Serving on LAFCO

Date

JANUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

MARCH

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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

MAY

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JULY

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER

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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

NOVEMBER

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30						

FEBRUARY

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APRIL

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JUNE

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

AUGUST

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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

OCTOBER

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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

DECEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
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21	22	23	24	25	26	27
28	29	30	31			

2025 PORT COMMISSION MEETINGS

JANUARY 28	REGULAR PUBLIC SESSION
FEBRUARY 11	SPECIAL PUBLIC SESSION - BUDGET
FEBRUARY 25	REGULAR PUBLIC SESSION
MARCH 25	REGULAR PUBLIC SESSION
APRIL 22	REGULAR PUBLIC SESSION
MAY 27	REGULAR PUBLIC SESSION
JUNE 24	REGULAR PUBLIC SESSION
JULY 22	REGULAR PUBLIC SESSION
AUGUST 26	REGULAR PUBLIC SESSION
SEPTEMBER 23	REGULAR PUBLIC SESSION
OCTOBER 28	REGULAR PUBLIC SESSION
NOVEMBER 25	REGULAR PUBLIC SESSION
DECEMBER	TBA - SCHEDULED AS NEEDED



Santa Cruz Port District Port Commission Review Calendar / Follow-Up Items 2024-25

2024

January-March

- ✓ Committee Assignments for 2024
- ✓ FY 25 Budget
- ✓ Review 5-year CIP
- ✓ Sea Scouts' Biannual Report
- ✓ Form 700 Filing (due by 3/31 each year)

April-June

- ✓ Election Resolutions
- ✓ Café El Palomar Lease Exp. 7/31/2024
2nd (5) year option to extend / rent review at first or second option period
- ✓ Biennial Update to Conflict-of-Interest Code

July-September

- ✓ Annual O'Neill Sea Odyssey Report (annual review of slip rent reduction. PC action Jul-07)
- ✓ Sea Scouts' Biannual Report
- ✓ Dredge Report 2023-24 (Postponed until October)

October-December

- ✓ Mid Fiscal Year Review of CIP
- ✓ Review of CalPERS Actuarial Valuation Report
- ✓ H&H Fresh Fish Lease Exp. 1/31/2025
2nd (3) year option to extend
- Ethics Training Update (due by year-end)
- Port Commission Officers for 2024

Committee Review Items

- ✓ Review of Proposal to Purchase a Floating Barge

Key

- Pending
- In process
- ✓ Done

2025

January-March

- Committee Assignments for 2025
- Annual Review of Business Use of Slips 2024
- Annual Review of Slip Vacancy / Waiting List Statistics 2024
- Sea Scouts' Biannual Report
- FY 26 Budget
- Review 5-year CIP
- Annual Vessel Use List Review 2024
- Form 700 Filing (due by 3/31 each year)
- Biennial Anti-Harassment/Anti-Discrimination Training

April-June

- Crow's Nest / Java Junction Rent Review at Option Period Ending 4/30/2025
1st (5) year option to extend
- Dredge Report 2024-25

July-September

- Annual O'Neill Sea Odyssey Report (annual review of slip rent reduction. PC action Jul-07)
- Sea Scouts' Biannual Report

October-December

- Mid Fiscal Year Review of CIP
- Beacon Pointe Advisors Lease Exp. 11/30/2025
- Review of CalPERS Actuarial Valuation Report
- Annual Vessel Use List Review
- Ethics Training Update (due by year-end)
- Port Commission Officers for 2025

Future Calendar

- 7th and Brommer Property Assessment
- ABC End-Tie Review after Murray Street Bridge Retrofit
- Pedestrian Traffic Safety Improvements Review

Updated 12/4/2024