



Special Closed and Regular Public Session of November 28, 2023

**Santa Cruz Port Commission
MINUTES**

Commission Members Present:

Darren Gertler	Chair
Stephen Reed	Vice-chair
Dennis Smith	Commissioner
Toby Goddard	Commissioner
Reed Geisreiter	Commissioner

SPECIAL PUBLIC SESSION – 4:30 PM

Chair Gertler 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

At 4:30 PM, Chair Gertler announced that the Commission will meet in closed session to discuss agenda item 3.

SPECIAL CLOSED SESSION

3. Public Employee Performance Evaluation
Title: Port Director

SPECIAL PUBLIC SESSION

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

Chair Gertler announced that the Commission took no reportable action in closed session on item 3.

Chair Gertler adjourned the special open session following the closed meeting at 5:25 PM.

REGULAR PUBLIC SESSION – 5:30 PM

Chair Gertler 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

Chair Gertler announced that the Commission took no reportable action in closed session on item 3.

Commissioner Geisreiter stated that on November 21, 2023, the United States Secretary of Commerce declared a fishery resource disaster for the 2023 salmon season. He stated that it will be beneficial for staff to work closely with those affected to ensure they have prompt access to assistance when it is released.

CONSENT AGENDA

7. Approval of Minutes
 - a) Special Closed and Regular Public Meeting of October 24, 2023

MOTION: Motion made by Commissioner Smith, seconded by Commissioner Goddard to approve consent agenda item 7.
- *Motion carried unanimously.*

REGULAR AGENDA

8. Review of Repair Options for East Side Embankment

Discussion: Dale Hendsbee of Mesiti-Miller Engineering (MME) reviewed preliminary repair options for the east side embankment and crane pad.

Mr. Hendsbee fielded questions from the Commission about design options, costs, and feasibility. He highlighted the following:

Option 1 – Steel Sheet Piles with Tiebacks

- Estimated engineering cost \$1.5 million
- Useful service life 50+ years
- Sheet piles will be approximately 50' in length to achieve stability
- Potential need for easements for tiebacks

Option 2 – Concrete Wharf Found on Concrete Piles

- Estimated engineering cost \$1.7 million
- Useful service life 50+ years
- Concrete piles approximately 110' long to support crane and wharf loads

A brief discussion ensued regarding alternative repair options, including repairing the current revetment with replacement riprap (additional riprap would be placed at low tide).

Mr. Hendsbee stated that in collaboration with Haro Kasunich and Associates, the project's geotechnical engineers, the riprap stabilization method can be explored further to determine suitability and feasibility.

Commissioner Goddard expressed interest in reviewing the geotechnical information for this project and proposed scheduling another review to explore alternative repair options, specifically considering restoring the embankment with riprap.

Vice-chair Reed agreed and emphasized the importance of including maintenance and upkeep considerations for any alternative options.

There was consensus among the Commission to schedule a future review of the repair options.

9. Award of Contract for Murray Street Bridge Project Construction Administration Services (NTE \$90,000)

Discussion: Port Director MacLaurie provided an overview of the City's estimated timeline for the Murray Street Bridge Project, emphasizing the upcoming bid deadline of December 5, 2023. Port Director MacLaurie acknowledged the need for construction administrative support and recommended authorizing a contract with Mesiti-Miller Engineering for these services.

Commissioner Goodard expressed support for awarding the contract and highlighted the importance of managing internal logistics during the pre-construction phases of this large project.

MOTION: Motion made by Commissioner Smith, seconded by Commissioner Geisreiter to authorize the Port Director to execute a contract with Mesiti-Miller Engineering for Murray Street Bridge Project construction administration services in the amount of \$75,000, plus a 20% contingency, for a total authorized amount not-to-exceed \$90,000.
- *Motion carried unanimously.*

10. Approval of Employment Reclassification for Administrative Assistant II and Accounting Technician II (*There was no discussion on this agenda item*)

MOTION: Motion made by Commissioner Geisreiter, seconded by Commissioner Smith to:
1) Approve reclassification of one full time equivalent (FTE) Administrative Assistant II to Administrative Services Officer, effective December 1, 2023.
2) Approve reclassification of one full time equivalent (FTE) Accounting Technician II to Finance Officer, effective December 1, 2023.
- *Motion carried unanimously.*

11. Approval of Cash / Payroll Disbursements – October 2023

Discussion: In response to a question posed by the Commission, staff provided additional information on the following warrant:

- Warrant # 58910 – Peterson Cat
Dozer repairs and maintenance - Undercarriage repairs not covered by warranty

MOTION: Motion made by Vice-chair Reed, seconded by Commissioner Geisreiter to approve cash and payroll disbursements for October 2023, in the amount of \$1,471,946.36.

- *Motion carried unanimously.*

INFORMATION

12. Port Director's Report

Port Director MacLaurie introduced Hilary Weisert as the Port District's new Administrative Assistant.

13. Harbormaster's Report

Harbormaster Anderson stated that staff will continue to work with Congressman Panetta's office regarding the recent salmon fishery disaster declaration.

Harbormaster Anderson stated that staff have been preparing for the upcoming Lighted Boat Parade event, which will take place on Saturday, December 2, 2023.

In response to a question posed by Commissioner Goddard, Harbormaster Anderson stated that this year, DFW is requiring that all vessels engaged in the commercial Dungeness crab fishery install electronic monitoring units on their vessels for location tracking purposes.

14. Facilities Maintenance & Engineering Manager's Report

Facilities Maintenance & Engineering (FME) Manager Wulf stated that the District's contractor, SSB, has completed the 2222 East Cliff Drive Deck Replacement Project, with no change orders.

FME Manager Wulf stated that the Port District did not receive any bids for the North Harbor Transformer Replacement Project and plans to readvertise the project in Spring 2024.

15. Annual Review of Business Use of Slips (*There was no discussion on this agenda item*)

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

- a) Comparative Seasonal Revenue Graph

- b) Review of FY24 Budget Impacts – Salmon Season Closure
- c) CLASS Statement
- d) LAIF Statement

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

18. Harbor Patrol Incident Response Report – October 2023

Commissioner Goddard commended Harbormaster Anderson on his media appearance regarding the incident of November 24, 2023, in which two pedestrians were seriously injured after a driver lost consciousness and veered onto the sidewalk of Murray Street Bridge.

19. Written Correspondence (*There was no discussion on this agenda item*)

- a) Letter from Port Director MacLaurie to Scripps Institution of Oceanography

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

Port Director MacLaurie stated that the December Regular Public Session will be held on December 12, 2023, at 5:30 PM.

Chair Gertler adjourned the regular public session at 6:36 PM.

Darren Gertler, Chair



TO: Port Commission
FROM: Port Director, Holland MacLaurie
DATE: November 27, 2023
SUBJECT: Approval of Personnel Policies Handbook Updates

Recommendation: Approve updates to the Personnel Policies Handbook.

BACKGROUND

At its regular public session of September 24, 2019, the Commission approved Resolution 19-09, adopting the Port District's Personnel Policies Handbook. At that time, it was noted that future amendments to the document would be presented to the Commission for review and approval as deemed necessary. The last update was completed in January 2021.

ANALYSIS

Since 2021, staff and Port District counsel have identified several necessary updates for Commission review and approval. Substantive updates to the Personnel Policies Handbook are outlined below:

- Section 1.4 – Definition of Terms (Attachment A)
 - A definition of "At-Will" Employment was added for clarity.
 - The definition for Part-Time Employees was updated to reflect that part-time employees are at-will employees.
 - The definition for Unrepresented Employees was updated to reflect that unrepresented employees are at-will employees.
- Section 1.5 – Non-Discrimination (Attachment B)
 - Updated to reflect new legally recognized protected characteristics like reproductive health decision making and use of cannabis off the job and away from the workplace (effective 1/1/24).
- Section 4.2 – Announcement of Vacancies / Acceptance of Applications (Attachment C)
 - Updated to reflect that the Port District cannot request information from a job applicant relating to the applicant's prior use of cannabis.
- Section 4.3 – Eligibility List / Selection Testing (Attachment D)
 - Updated to comply with California requirements.
- Section 9.3 – Sick Leave (Attachment E)
 - Updated to add "Designated Person."
 - Updated to comply with California sick leave requirements for Unrepresented Service employees.

- Section 9.4 – Bereavement Leave (Attachment F)
 - Updated to reflect new California leave requirements (previously, there was no legal requirement to provide employees with such leave).
- Section 9.10 – Lactation Breaks (Attachment G)
 - Updated to comply with California requirements.
- Section 9.15 – Leave for Victims of Crime or Abuse (Attachment H)
 - Updated to broaden the policy to be consistent with California law.
- Section 9.18 – Leave for Reproductive Loss (Attachment I)
 - Policy added to comply with California leave requirements.
- Section 19.4 – Reporting Discrimination, Harassment, Retaliation, or Abusive Conduct (Attachment J)
 - Updated to provide clarification.
- Rule X – Family Care and Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy (Attachment K)
 - Updated to comply with current California requirements:
 - CFRA expanded to include leave for the care of a grandparent, grandchild, or domestic partner who has a serious medical condition.
 - CFRA definition of a “child” revised to remove the requirement that the child be younger than 18 years old or an adult dependent child. Child also includes the child of an employee’s domestic partner.
 - Revisions for “qualifying exigency” related to the covered active duty or call to covered active duty of an employee’s spouse, domestic partner, child or parent in the U.S. Armed Forces.
 - Updated to add “Designated Person.”
 - “Key Employee” exemption removed from CFRA.
- Rule XX – Drug Free Workplace (Attachment L)
 - Updated to provide context and clarification for purposes of drug testing for cannabis.
- Rule XXVII – Tobacco, E-Cigarette & Vaping Policy (Attachment M)
 - Policy added to address tobacco, e-cigarette, and vaping use in the workplace.

All proposed changes, including other minor language modifications, have been reviewed by Port District counsel. Additionally, the handbook will be updated to replace references to the Administrative Services Manager position (Administrative Services Officer and/or Port Director utilized where appropriate).

IMPACT ON PORT DISTRICT RESOURCES

There are no impacts on Port District resources associated with approval of the Handbook.

- ATTACHMENTS:
- A. Section 1.4 – Definition of Terms
 - B. Section 1.5 – Non-Discrimination
 - C. Section 4.2 – Announcement of Vacancies/Acceptance of Application
 - D. Section 4.3 – Eligibility List / Selection Testing
 - E. Section 9.3 – Sick Leave
 - F. Section 9.4 – Bereavement Leave
 - G. Section 9.10 – Lactation Breaks
 - H. Section 9.15 – Leave for Victims of Crime or Abuse
 - I. Section 9.18 – Leave for Reproductive Loss
 - J. Section 19.4 – Reporting Discrimination, Harassment, Retaliation, or Abusive Conduct
 - K. Rule X – Family Care and Medical Leave, Pregnancy Disability Leave, and Military Family Leave Policy
 - L. Rule XX – Drug Free Workplace
 - M. Rule XXVII – Tobacco, E-Cigarette & Vaping Policy

SEC. 1.4 DEFINITION OF TERMS

- A. General Definition. All words and terms used in these Rules and in any resolution or ordinance dealing with personnel policies, system, or procedures shall be defined as they are normally and generally defined in the field of personnel administration unless a specific definition is provided for herein.
- B. Specific Definitions.
1. Acting Appointment (also known as Temporary Upgrade Pay or Working out of Class Pay.)/ An interim appointment to temporarily perform the duties of a higher position. The person filling this position must meet the minimum standards or qualifications of the position. Acting appointments are held on an at-will basis by current District employees.
 2. Advancement (also known as Step Increase). A salary increase within the limits of a pay range established for a Class.
 3. Allocation. The assignment of a single Position to its proper Class in accordance with the duties performed, and the authority and responsibilities exercised.
 4. Appointing Authority. The Port Director or his/her designee shall make the appointments to Positions in the Represented Service and Unrepresented Service. The Port Director or his/her designee shall make the appointments to Positions in the Exempt Service except that the Port Commission shall appoint the Port Director. . All Positions sufficiently similar in duties, authority, and responsibility, to permit grouping under a common title in the application with equity of common standards of selection, transfer, demotion and salary.
 - 4-5. "At-Will" Employment. Employment for an indefinite period of time that may be terminated either by employer or employee at any time, with or without a reason or notice. At-will employees at the District include, among others, Exempt Service employees, Part-Time employees, Unrepresented Service employees, and employees who have not successfully completed their Probationary Period.
 - 5-6. Compensation. The salary, wage, allowance, and all other forms of valuable consideration earned by or paid to any employee by reason of service in any Position, but does not include expenses authorized and incurred incidental to employment.
 - 6-7. Continuous Service. Service in the employment of the District without a break or interruption. A severance of the employee from his/her employment

initiated by either the District or the employee for periods of more than fifteen (15) days constitutes a break in continuous service, except where otherwise required by law.

~~7-8.~~ Commission. The Santa Cruz Port District Commission.

~~8-9.~~ Days. Calendar days unless otherwise stated.

~~9-10.~~ Demotion. The movement of an employee from one Class to another Class having a lower maximum base rate of pay.

~~40-11.~~ Disciplinary Action. The written reprimand, discharge, demotion, reduction in pay, or suspension of a regular or management employee for punitive reasons.

~~44-12.~~ Domestic Partner. A person who has filed a Declaration of Domestic Partnership with the California Secretary of State pursuant to California *Family Code* section 297 *et seq.*

~~42-13.~~ Eligibility List. The list which contains the names of successful applicants according to relative performance on the total weighted examinations.

~~43-14.~~ Exempt Service. The Exempt Service shall include the following:

- a. All elected officials and members of boards and commissions;
- b. The Port Director;
- c. Harbormaster;
- d. Administrative Services Manager;
- e. Facilities Maintenance and Engineering Manager;
- f. Voluntary personnel and personnel appointed to service without pay;
- g. Emergency employees who are hired to meet the immediate requirements of an emergency condition, such as fire, flood or earthquake which threatens life or property;
- h. Any new Position created, if it is specified as exempt by the Port Commission at the time of creation.

~~44-15.~~ Full-Time Equivalent Employees (FTE). Represented Service employees whose Positions are designated by the Port Commission and work more than one thousand (1,000) hours per fiscal year. Unrepresented employees who

work more than one thousand (1000) hours per fiscal year shall not be classified as FTEs, but may be subject to CalPERS enrollment.

~~15-16.~~ Administrative Services Manager. Administrative Services Manager or his/her designee.

~~16-17.~~ Internal Recruitment. A recruitment for a particular Position that is open to employees of the District only,

~~17-18.~~ Lay-Off. The separation of employees from the active work force due to lack of work or funds, or to the abolition of Positions by the Port Commission for the above reasons or due to organization changes.

~~18-19.~~ Management. Those Exempt Service employees holding the position of Department Head or higher.

~~19-20.~~ Minimum Qualifications. The minimum requirements for an applicant to be considered for a particular District position, which vary according to the position sought.

~~20-21.~~ Non-exempt Employees. Employees who hold Positions that, by the nature of the job requirements or the salary earned, is entitled to earn compensation at an overtime rate. Non-exempt status is based on applicable state and federal law, including, but not limited to guidelines under the Fair Labor Standards Act ("FLSA").

~~21-22.~~ Open-Competitive Recruitment. A recruitment for a particular Position that is open to all interested applicants.

~~22-23.~~ Part-Time Employees. Employees whose Positions are not designated as Full-Time Equivalent (FTE) status by the Port Commission, work less than full-time hours per fiscal year, are paid on an hourly basis and only receive fringe benefits that are specifically required by law, or as authorized by the Port Commission, or as may be expressly provided in these Rules. Part-time employees are employed at-will.

~~23-24.~~ Port Director. The Port Director or his/her designee.

~~24-25.~~ Position. A group of duties and responsibilities in the Represented and/or Unrepresented Service requiring the full-time or part-time employment of one person.

~~25-26.~~ Probationary Period. A period to be considered an integral part of the examination, recruiting, testing and selection process during which an employee is required to demonstrate fitness for the Position to which the employee is appointed by actual performance of the duties of the Position.

- ~~26-27~~. Promotion. The movement of an employee from a Position in one Class to a vacant Position in another Class having a higher maximum base rate of pay.
- ~~27-28~~. Provisional Appointment. An appointment of a person who is not a current employee and who possesses the minimum qualifications established for a particular Class due to the absence of available eligible candidates or immediate need to fill a position on with a Temporary Employee.
- ~~28-29~~. Reduction in Pay. A temporary or permanent decrease in an employee's rate of pay for disciplinary reasons.
- ~~29-30~~. Reemployment List. A list of names of Regular Employees who have been laid off from a Position.
- ~~30-31~~. Regular Employee. An employee in the Represented Service who has successfully completed the Probationary Period and has been retained as hereafter provided in these Rules.
- ~~31-32~~. Reinstatement. The restoration without examination of a former employee or probationary employee to a classification in which the employee formerly served.
- ~~32-33~~. Rejection. The involuntary separation from the District service of an employee who has not successfully completed the Probationary Period for a Position, or the demotion of an employee who did not successfully complete the employee's promotional probationary period.
- ~~33-34~~. Represented Service. All Positions of employment in the service of the District designated by the Commission as being full-time equivalent status, excluding those in the Exempt Service and Unrepresented Service.
- ~~34-35~~. Resignation. The voluntary separation of a District employee from the District service.
- ~~35-36~~. Salary Range. The range of Salary Rates for a Class.
- ~~36-37~~. Salary Rate. The dollar amount of each step in a Salary Range, or the flat dollar amount for a Class not having a Salary Range.
- ~~37-38~~. Salary Step. The minimum through maximum salary increments of a Salary Range.
- ~~38-39~~. Seasonal Employees. Seasonal Employees are temporary employees appointed to those Positions of limited duration and not designated as Full-Time Equivalent (FTE) status by the Port Commission. Seasonal employees work less than full-time hours per fiscal year, are paid on an hourly basis and

only receive fringe benefits that are specifically required by law, or as may be expressly provided in these Rules.

~~39.40.~~ Seniority. An employee's status in relation to other employees based first on years of service in a particular Class and then on total years of service at the District.

~~40.41.~~ Step Increase (also known as Advancement). A salary increase within the limits of a pay range established for a Class.

~~41.42.~~ Suspension. The temporary separation from service of an employee without pay for disciplinary purposes.

~~42.43.~~ Temporary Employee. Employees whose Positions are not designated as Full-Time Equivalent (FTE) status by the Port Commission, and are appointed for a limited period of time for a specified, limited purpose. Temporary Upgrade Pay or Working out of Class Pay (also known as Acting Appointment). An interim appointment to temporarily perform the duties of a higher position. The person filling this position must meet the minimum standards or qualifications of the position. Acting appointments are held on an at-will basis by current District employees and will last no longer than permitted under the Public Employees Retirement Law.

~~43.44.~~ Transfer. The movement of an employee from one Position to another vacant Position in the same Class or to a vacant Position in another Class with the same maximum base rate of pay.

~~44.45.~~ Unrepresented Employee. Full-time or part-time employees in the Unrepresented Service and exempt from Represented Services who are working on a full-time or part-time basis. Unrepresented employees are employed at-will.

~~45.46.~~ Unrepresented Service. All Positions of employment in the service of the District except those in the Exempt Service and Represented Service, whose Positions are not designated as full-time equivalent status by the Port Commission and are paid on an hourly or salary basis and only receive fringe benefits that are specifically required by contract, employment agreement or by law, or as authorized by the Port Director. Employees whose positions are part of the unrepresented service are employed at-will.

SEC 1.5 NON-DISCRIMINATION

A. Equal Employment Opportunity.

The District is committed to a policy of equal opportunities for applicants and employees. The District does not discriminate against applicants or employees with respect to terms or conditions of employment based on race, religious creed, color, national origin, ancestry, sex, age, physical or mental disability, medical condition, sexual orientation, reproductive health decision-making, marital status, gender identity, gender expression, transgender status, pregnancy, childbirth, and related medical conditions, genetic characteristics or information, military and veteran status, use of cannabis off the job and away from the workplace (except as may be required by federal law) and/or any other category protected by federal and/or state law, nor does the District discriminate against applicants or employees who are perceived to have such characteristics or who associate with an individual having such characteristics. Every reasonable effort will be made to provide an accessible work environment for such employees and applicants.

B. Disabled Applicants and Employees.

Employment practices (e.g., hiring, training, testing, transfer, promotion, compensation, benefits, and discharge) will not discriminate against disabled employees or applicants. The District will engage in the interactive process, as defined by the Americans with Disabilities Act (“ADA”) and the Fair Employment and Housing Act (“FEHA”), to determine whether an applicant or employee is able to perform the essential functions of his/her position. During this process, the District will examine possible reasonable accommodations that will make it possible for the employee or applicant to so perform.

1. Request for Accommodation. An applicant or employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Administrative Services Manager. The request must identify: 1) the job-related functions at issue; and 2) the desired accommodation(s). Reasonable accommodation can include, but is not limited to job restructuring, reassignment to a vacant Position for which the employee is qualified, leaves of absence, and making facilities accessible.
2. Reasonable Documentation of Disability. Following receipt of the request, the Port Director and/or Administrative Services Manager may require additional information, such as reasonable documentation of the existence of a disability or additional explanation as to the effect of the disability on the employee’s ability to perform his/her essential functions, but will not require disclosure of diagnosis or genetic history.
3. Interactive Process. The District will engage in the interactive process, as defined by the FEHA and ADA, to determine whether an applicant or employee is able to perform the essential functions of his/her position. During

this process, the District will examine potential reasonable accommodations that will make it possible for the employee or applicant to so perform. Such interactive process will include a meeting with the employee or applicant, the District, and, if necessary, the employee or applicant's health care provider.

4. Case-by-Case Determination. The District determines, in its sole discretion, whether reasonable accommodations(s) can be made, and the type of reasonable accommodations(s) to provide. The District will not provide an accommodation that would pose an undue hardship upon the District or that is not required by law. The District will inform the employee of any decisions made under this section in writing.
5. Fitness for Duty Leave. While the District is engaged in the interactive process with an employee, the District may require that the employee be placed on a fitness for duty leave in accordance with Section 9.17.
6. Medical Examinations.

Following a conditional offer of employment, prospective employees in designated classifications will be required to complete a job related pre-employment medical examination.

The District may require that employees take a psychological and/or a medical examination, as it deems necessary in order to determine employees to be mentally and physically capable of performing the essential functions of the job. Conditional offers of employment are made contingent upon passing this medical examination; however, the District will make reasonable accommodations to the special needs of any disabled individual as required by law. A licensed health care provider chosen by the District will perform such examination without cost to the prospective employee. The prospective employee will be required to complete a medical history questionnaire and a medical records release as necessary to facilitate the examination. The health care provider will indicate the employee's fitness for employment on the examination form. In the event the examination is not completed prior to the employee's scheduled start date, only a temporary appointment may be made. Probationary appointment will be contingent on a satisfactory examination.

- a. Depending on the essential functions of a position, a medical examination may be required for:
 - (1) Applicants who have received a conditional offer of employment;

- (2) Employees seeking a transfer from one position requiring general physical abilities to another position requiring physical abilities of a more different nature;
- (3) Employees returning to work from a medical leave of absence, subject to any restrictions imposed by the California Family Rights Act . The physician conducting the medical examination will be supplied with a current job description indicating the essential functions of the position; or
- (4) When a supervisor observes or receives a reliable report of an employee's possible lack of fitness for duty. Observations and reports may be based on, but are not limited to, employee's own self-report of potential unfitness, dexterity, coordination, alertness, speech, vision acuity, concentration, response to criticism, interactions with the public, co-workers, and supervisors. (See Section 9.17 - Fitness for Duty Leave)

b. The results of all medical examinations will be kept confidential. Examination results for newly hired employees and employees transferring to another position will be kept in the employee's confidential medical file. No employee will hold any position in which the employee is not able to perform the essential functions of the job, with or without reasonable accommodation.

C. Prevention of Harassment/Discrimination/Retaliation.

1. The District policy prohibits harassment and/or discrimination based on an or against our employees, job applicants, or contractors by another employee, supervisor, vendor, customer, or any third party on the basis of actual or perceived race, religious creed, color, age, sex, sexual orientation, gender, gender identity, gender expressions, transgender status, reproductive health decision making, national origin, ancestry, marital status, medical condition as defined by state law (cancer or genetic characteristics), disability, military service and veteran status, use of cannabis off the job and away from the workplace (except as may be required by federal law), pregnancy, childbirth, and related medical conditions employee's race, color, ancestry, national or geographical origin, ethnicity, sex, gender, sexual orientation (including homosexuality, heterosexuality, and bisexuality), gender identity, gender expression, age, religious or political affiliation or belief, creed, physical or mental disability, medical condition, genetic information, marital or registered domestic partner status, membership in or attitude toward any employee organization, military or veteran status, and/or any other category protected by federal and/or state law. In addition, District policy prohibits retaliation because of the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination or harassment or because

of the employee's participation in an employment investigation, proceeding, or hearing.

2. Employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct to the District, and the District will investigate those complaints. For more information regarding the policy and complaint procedures, employees should review the District's policy against harassment, discrimination, and retaliation.

SEC 4.2 ANNOUNCEMENT OF VACANCIES / ACCEPTANCE OF APPLICATIONS

- A. If a continuing need for the Position exists, the Port Director will determine whether to conduct an initial internal recruitment or proceed directly to an open-competitive recruitment.
- B. The Port Director may conduct an internal recruitment when he or she determines, in his/her sole discretion, that doing so is in the best interest of the District.
 - 1. If the Position will be filled by open-competitive recruitment only, then the Port Director will publicly advertise the Position by a written announcement setting forth the basic requirements for the job, a closing date for acceptance of applications, and information where applications and the job description can be obtained.
 - 2. If the Port Director determines that an initial internal recruitment will be conducted, then the Port Director will limit all initial advertisement for the position to current employees only and will initiate the examination process in accordance with Section 4.3.A., ending with an interview with the responsible Department Head.
 - a. The Port Director in his or her discretion may designate the internal recruitment as a "Promotional Recruitment." An internal Promotional Recruitment will only be open current employees for which the open position would be a promotion.
 - b. As part of an initial screening process, employees who achieved a rating of "Unsatisfactory" or "Needs Improvement" on their most recent performance report will be disqualified from further consideration at the first step of the internal recruitment.
- C. For all recruitments, applications will be available in the office of the Administrative Services Manager and online through the District's website. Applications will be collected by the Administrative Services Manager until the closing date specified in the announcement for acceptance of applications.
- C.D. For all recruitments, the District will not request information from a job applicant relating to the applicant's prior use of cannabis.

SEC 4.3 ELIGIBILITY LIST / SELECTION TESTING

Following the closing date for applications, and completion of the examination process, an eligibility list shall be created.

A. Examination Process.

1. Criminal Conviction History.

- a. The District shall not ask any applicant for employment to disclose, through any written form or verbally, at any time, information concerning an arrest or detention that did not result in conviction, or information concerning a referral to, and participation in, any pretrial or post-trial diversion program, or concerning a conviction that has been judicially dismissed or ordered sealed pursuant to law, including, but not limited to, Sections 1203.4, 1203.4a, 1203.45, and 1210.1 of the Penal Code.
- b. Unless otherwise required by law, the District shall not ask an applicant for employment to disclose, orally or in writing, information concerning the conviction history of the applicant, until the District has issued a conditional offer to the applicant. The job announcement for the position in question will advise whether a lawful exception to this provision applies, such as for positions subject to the stringent requirements of Public Resources Code Section 5164.

2. Examination Process and Background Screening.

- a. Examinations shall be conducted and used to aid in the selection of qualified employees. They shall consist of recognized selection techniques that will fairly test the qualifications of candidates and shall be job-related. Examinations may include, but are not limited to, written tests, personal interviews, performance tests, physical agility tests, evaluation of daily work performance, work samples or any combination thereof. The Port Director may set minimum standards for all tests.
- b. Classifications designated by the District shall have their fingerprints submitted for clearance through the California Department of Justice and other agencies as deemed appropriate. Fingerprints will be submitted using the "LiveScan" process and in accordance with applicable state, federal, and local laws regarding the LiveScan process.

- c. The District also retains the right to conduct a thorough background check of each applicant. When conducting background checks on applicants, the District shall comply with all requirements of the Federal Fair Credit Reporting Act and the California Investigative Consumer Reporting Agencies Act.
- B. Availability of Candidates. It shall be the responsibility of candidates to notify the District in writing of any change of address or other change affecting availability for consideration for appointment.
- C. Disqualification based on Criminal Conviction History.
 1. If the supplemental application or a subsequent background screening discloses a previous criminal conviction, the Port Director will take into account a number of factors in determining whether to disqualify the applicant or rescind a conditional offer, if any. Such factors may include the nature of the position, nature of the conviction, length of time since conviction and completion of any resulting incarceration or probation. If the Port Director disqualifies the candidate based on the conviction, the District will provide written notification along with a copy of the criminal history report, if any.
 2. The District will not use information obtained from a criminal history about an applicant or employee's prior cannabis use, unless the District is permitted to consider or inquire about such information under the California Fair Chance Act, or other state or federal law. This does not prevent the District from otherwise following state or federal laws requiring applicants or employees to be tested for controlled substances.

SEC. 9.3 SICK LEAVE

A. Definitions.

~~Designated Person. A person identified by the employee at the time the employee requests paid sick days. The District may limit an employee to one designated person per 12-month period for paid sick days.~~

1. Immediate Family member. Immediate Family member means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands *in loco parentis*; biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or of the employee's spouse or registered domestic partner, or a person who stood *in loco parentis* to either the employee or the employee's spouse or domestic partner as a minor; ~~or~~ an employee's spouse, registered domestic partner; grandparent; grandchild; or sibling, including half-siblings; or a designated person.

1.2. Designated Person. A person identified by the employee at the time the employee requests paid sick days. The District may limit an~~Designated Person. A person identified by the employee at the time the employee requests paid sick days. The District may limit an~~ employee may only to one designated one person per 12-month period for paid sick days.

2.3. Permitted Use of Sick Time. Permitted Use of Sick Time consists of any of the following:

- a. Diagnosis, care, or treatment of the existing health condition of an employee or a member of the employee's ~~Immediate Family member~~ or designated person;
- b. Preventative care for an employee or ~~a member of~~ the employee's ~~Immediate Family member or designated person;~~
- c. For employees who are victims of domestic violence, sexual assault, or stalking, leave taken for the purposes described in Sections ~~230(c) and 230.1(a) of the California Labor Code~~ 19.5 below.
- d. Extension of Bereavement Leave to which an employee is entitled under Section 9.4.
- e. Any other reason allowed by applicable local ordinance.

Employees have the sole discretion for designating what type of sick days they wish to take.

3.4. Full-Time Equivalent Employees. For purposes of this policy a "Full-Time Equivalent Employee" means any Regular or Probationary Full-Time Employee, as defined in Section 1.4.B.15.

4.5. Unrepresented Service Employees (i.e., Part-Time, Temporary or Seasonal Employees). For purposes of this policy an "Unrepresented Service Employee" means any employee who is not in the Represented Class and

not a Full-Time Equivalent employee, including, but not limited to part-time, temporary, and seasonal employees.

5-6. Employees. For purposes of this policy the term “Employees” without further modification includes all District employees, regardless of status or hire date.

B. Eligibility.

All Employees are eligible to accrue and use paid sick leave in accordance with the applicable terms of this policy.

C. Waiting Period Prior to Use of Sick Leave by New Hires.

All New Hires must complete an initial, one-time 90-calendar day waiting period before using sick leave. Employees who leave District employment before completion of the 90-day waiting period are not entitled to use any sick leave. However, New Hires who return to District employment within 12 months of separation will have their sick leave balances restored in accordance with Section 9.3.H and need only complete the remainder of the 90-day period before becoming entitled to use available sick leave.

D. Accrual.

1. Full-Time Employees.

Full-Time Employees shall earn sick leave at the rate of 8 hours per month. There shall be no limit on sick leave accrual.

2. Unrepresented Service employees.

- a. New Unrepresented Service employees will receive a bank of 24-5 days or 40 hours of sick leave on the first day of the next month following their first date of employment, whichever is later. -New Hires must satisfy the waiting period set forth in Section 9.3.C. before using any time from the sick leave bank.
- b. The District will provide an additional-new bank of 5 days or 40 up to a maximum of 24 hours of sick leave on January 1 of each subsequent calendar year to each Unrepresented Service employee.
- c. Unrepresented Service employees shall accrue no additional sick leave beyond the 5 day or 4024-hour bank and shall have no right to carry over banked hours from year to year.

E. Notice.

1. Unscheduled Time Off. An Employee shall contact his/her immediate supervisor prior to the commencement of the assigned work shift, or as soon thereafter as is practical, to report absence from work due to a Permitted Use of Sick Time. Consideration shall be given to emergency situations that restrict the employee from contacting his/her immediate supervisor prior to

his/her assigned work shift, including, but not limited to accident, injury, or hospitalization.

- a. An employee shall notify his/her immediate supervisor before the employee leaves the work site prior to completion of the work shift due to any unscheduled Permitted Use of Sick Time; however, the employee need not provide the reason that sick time is needed to the immediate supervisor.

2. Scheduled Time Off. Notice of time off for scheduled appointments involving a Permitted Use of Sick Time such as personal medical appointments must be provided to the Administrative Services Manager at least one week in advance of the appointment, whenever feasible. Every effort should be made to schedule such appointments at times that do not conflict with the District's work schedule.

- a. The employee shall again notify his/her immediate supervisor before the employee leaves the work site prior to completion of the work shift due to the scheduled Permitted Use of Sick Time.

F. Medical Certification or Other Documentation.

Employees off work on sick leave for a period of seven or more consecutive work days may be required at any time to provide a doctor's note or other relevant documentation certifying that the reason for the employee's absence is a Permitted Use of Sick Time, and if the employee is unable to return to work, stating how long the employee is expected to be unable to do so.

G. Return to Work.

For any absence of seven or more consecutive work days due to an employee's own illness or injury, the supervisor may require that the employee provide a note from his/her physician, releasing the employee with or without restrictions, before the employee may return to work.

H. Reinstatement of Unused Sick Leave Balances.

An Employee who separates from employment with the District and returns to active employment within 12 months of his/her separation date shall have his/her unused sick leave balance reinstated, up to a maximum of 24 hours—unless the applicable operative Memorandum of Understandings permit accruing more than 24 hours per year and the employee accrued, used paid sick leave hours, prior to separation, is also more than 24 hours.

For purposes of this provision, unused sick leave is leave that was accrued, but never taken by the Employee, and that was not converted to Personal Leave under Section 9.5.

I. Retention and Inspection of Records Pertaining to Sick Leave.

The District shall keep records documenting the hours worked and paid sick leave accrued and used by an employee for three years. Upon reasonable request, and within 21

calendar days after the request, the District shall afford current and former employees the right to inspect or copy records pertaining to their hours worked and paid sick days accrued and used. Access to all other personnel records shall be governed by Rule XXII.

J. Abuse of Sick Leave.

Employees who do not comply with this policy, including providing insufficient notice of sick leave or using sick leave for reasons other than for a Permitted Use of Sick Time, are committing abuse of sick leave, which is grounds for discipline, up to and including termination. The District reserves the right to take reasonable steps to determine whether an employee is abusing sick leave, including, but not limited to, attempting in-person or electronic communication with an employee using sick leave, identifying and tracking consistent patterns of sick leave use, such as in connection with weekends, holidays, and scheduled days off, and considering social media content or other relevant evidence that is either publicly available or shared voluntarily by other employees or interested individuals.

K. Retirement Credit for Sick Leave.

When an employee retires under the California Public Employees Retirement System (CalPERS), a credit for his/her unused sick leave shall be converted to additional service credit at the rate of 0.004 years of service credit for each day of unused sick leave (i.e., 250 days of sick leave equals one additional year of service credit) per CalPERS contract with the District, or applicable law.

SEC 9.4 BEREAVEMENT LEAVE

- A. Employees are entitled to paid bereavement leave in the event of the death of the employee's in their immediate family member. Bereavement leave is a separate benefit from other paid leaves; however, sick leave may be used to supplement the bereavement period provided in Section 9.4.B.
- B. Employees may be granted up to three (3) working days (not necessarily consecutive days) of paid bereavement leave and two (2) days of unpaid bereavement leave within three months of the death of a family member per calendar year, per immediate family member. An employee may use vacation, personal leave, accrued and available sick leave, or compensatory tie off that is otherwise available to the employee for the two (2) days of unpaid bereavement leave. Employees may be permitted to use additional two (2) working days of paid sick leave as bereavement leave, with prior approval from the Port Director. Bereavement leave is not counted as hours worked for purposes of calculating overtime.
- C. Bereavement leave may be taken upon the death of a family member, including a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. For purposes of this Section 9.4, "immediate family" shall have the same definition as in Section 9.3.A.1. Requested exceptions to this definition may be approved in advance at the sole discretion of the Port Director.
- C.D. If requested within 30-days of the first day of leave, employees shall provide the District with documentation of the death, such as a death certificate, published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency.

SEC 9.10 LACTATION BREAKS

- A. In accordance with California and federal law, the District will provide an employee with reasonable ~~unpaid time off break time~~ and an appropriate area for the purpose of the employee expressing breast milk for the employee's infant child. The break time, if possible, must run concurrently with the rest and meal periods already provided to the employee. If the break time cannot run concurrently with the rest and meal periods already provided to the employee, the break time will be unpaid if the employee is non-exempt. Exempt employees will be paid as required by law.
- B. For purposes of Section 9.10, an "appropriate area" is a place other than a bathroom that is in close proximity to the employee's work area and that is shielded from view and free from intrusion by other employees and the public, and used only for lactation purposes when the employee is using the room for such purpose. The room will be safe, clean, have a surface on which to place a breast pump and personal items, have electricity or access to electricity, and a place to sit. The room or location may be the employee's private office, if applicable. Lactation use will take precedence when a temporary area or room is used, and all employees will be provided notice that the temporary area or room has precedence over all other areas. The District will consider input from the affected employee but retains sole discretion in identifying an "appropriate area" on a case-by-case basis.
- C. In addition to providing a room or location that can be used for lactation purposes, the District will provide access to running water and a refrigerator or cooler to store the breast milk.
- D. Employees should contact the Port Director to request lactation breaks or other accommodations, or if they have questions about this policy.
- ~~B.E.~~ Employees have a right to report violations of lactation accommodation requirements to the California Labor Commissioner.

SEC 9.15 VICTIM LEAVE FOR VICTIMS OF CRIME OR ABUSE

~~Victims of domestic violence and/or sexual assault shall be permitted unpaid leave in accordance with Labor Code sections 230(c) and 230.1. Victims of a violent or serious felony or a felony involving theft or embezzlement shall be permitted unpaid leave in accordance with Labor Code section 230.2.~~

A. Employees are covered as victims and entitled to leave under this policy if they are:

- a. a victim of stalking, domestic violence or sexual assault;
- b. a victim of a crime that caused physical injury or that caused mental injury and a threat of physical injury; or
- c. a person whose immediate family member is deceased as the direct result of a crime.

B. Obtaining Relief. ~~Victims~~—Employees shall not be discharged or otherwise discriminated or retaliated against for taking time off from work to obtain or attempt to obtain any relief, including but is not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the victim or their child.

- a. An employee shall give the employer reasonable advance notice of the employee's intention to take time off to obtain relief, unless the advance notice is not feasible.
- b. When an unscheduled absence occurs, the employer shall not take any action against the employee if the employee provides a certification to the employer within a reasonable time after the absence. The following are sufficient forms of certification:
 - 1. A police report indicating that the employee was a victim.
 - 2. A court order protecting or separating the employee from the perpetrator of the crime or abuse, or other evidence from the court or prosecuting attorney that the employee has appeared in court.
 - 3. Documentation from a licensed medical professional, domestic violence counselor, a sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting in victimization from the crime or abuse.
 - 4. Any other form of documentation that reasonably verifies that the crime or abuse occurred, such as a written statement signed by the employee, or

an individual acting on the employee's behalf, certifying that the absence is for a purpose authorized in this section.

c. An employee may use vacation, personal leave, or compensatory time off that is otherwise available to the employee under the applicable terms of employment, unless otherwise provided by a collective bargaining agreement, for time taken off to obtain relief.

d. The District shall maintain confidentiality of any employee requesting leave under this section to the extent allowed by law. The employee shall be given notice before any disclosure authorized by law.

C. Reasonable Accommodations. Victims of domestic violence, sexual assault, or stalking who requests an accommodation for their safety while at work are entitled to reasonable accommodations.

D. Unpaid Leave. Employees who are victims of a crime or abuse, including domestic violence, sexual assault or stalking, may take unpaid leave for up to 12 weeks for the following reasons:

a. to seek medical attention for injuries caused by crime or abuse;

b. to obtain services from a domestic violence shelter, program, rape crisis center or victim services organization or agency as a result of the crime or abuse;

c. to obtain psychological counseling or mental health services related to an experience of crime or abuse; or

d. to participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation.

Employee's may be required to provide proof of their participation in these activities. Employees must provide their supervisor reasonable notice before taking any time off under this policy when possible.

Employees may substitute any accrued vacation, sick or other time off for the leave under this policy. Leave under this policy does not extend the time allowable under the FMLA or CFRA.

No employees will be subject to discrimination or retaliation because of their status as a victim of a crime or abuse, including crime or abuse related to domestic violence, sexual assault or stalking.

SEC 9.18 LEAVE FOR REPRODUCTIVE LOSS (NEW)

- A. Employees who have worked at least 30 days for the District will be provided up to five (5) days of unpaid leave due to reproductive loss. For purposes of this policy, “reproductive loss” includes miscarriage, failed surrogacy, stillbirth, unsuccessful “assisted reproduction” (such as artificial insemination or embryo transfer), and failed adoption.
- B. Leave for reproductive loss can be taken on nonconsecutive days, however, the leave under this policy must be completed within three (3) months of the reproductive loss.
- C. Employees who suffer more than one reproductive loss within a 12-month period may get up to 20 days of leave within the 12-month period. Please note that employees will not be provided with more than five (5) days per reproductive loss under this policy.
- D. Leave taken under this policy is not counted as hours worked for purposes of calculating overtime.
- E. The District will not require employees to provide documentation to support their request for reproductive loss leave.
- F. Although leave under this policy is unpaid, employees may use available paid sick leave, vacation, personal leave, and/or compensatory time off that is otherwise available to the employee to cover the unpaid reproductive loss leave period.
- G. The District will maintain confidentiality relating to employee use of reproductive loss leave. The District will not retaliate against an employee who uses leave for reproductive loss or shares information related to the leave.

**SEC 19.4 REPORTING DISCRIMINATION, HARASSMENT, RETALIATION,
OR ABUSIVE CONDUCT**

- A. In General. The District's complaint procedure provides for an immediate, thorough, impartial, and objective investigation of every discrimination, harassment, retaliation, and abusive conduct claim, appropriate disciplinary action against one found to have engaged in prohibited discrimination, harassment, retaliation, or abusive conduct, and appropriate remedies to any victim of discrimination, harassment, retaliation, or abusive conduct. The District encourages reporting of all perceived incidents of discrimination, harassment, retaliation, and abusive conduct.
- B. Complaint Procedure
1. The District cannot resolve discrimination, harassment, retaliation, or abusive conduct unless the District is aware of the situation. The District relies upon its employees to bring those concerns to the attention of the District so that the necessary steps can be taken to correct the situation, and all employees are encouraged to do so. Accordingly, any employee, applicant, or guest who believes he or she has been harassed, discriminated or retaliated against or subjected to abusive conduct should promptly report the facts of the incident/incidents and the name(s) of the individual(s) involved to his/her immediate supervisor (or immediate supervisory employee), any supervisor (or supervisory employee), Administrative Services Manager or to the Port Director.
 2. Complaints can be made verbally or in writing and should include the following information:
 - a. The employee's name and position title.
 - b. The name of the person or persons committing the discrimination, harassment, or retaliation, including their title(s).
 - c. The specific nature of the discrimination, harassment, retaliation, or abusive conduct, how long it has been going on, and any adverse employment action, demotion, failure to promote, dismissal, refusal to hire, transfer, etc., taken against the victim as a result of the harassment, if applicable, or any other threats made against the victim as a result of the harassment.
 - d. Witnesses to the discrimination, harassment, retaliation, or abusive conduct, if any.

- e. Whether the victim previously has reported such discrimination, harassment, retaliation, or abusive conduct and, if so, when and to whom.
- f. Notification to the District is essential. Employees may be assured that they will not be penalized in any way for filing a good faith complaint of potential discrimination, harassment, retaliation, or abusive conduct.

ALL EMPLOYEES SHOULD NOTE THAT THE FAILURE TO USE THE DISTRICT'S COMPLAINT PROCEDURE MAY HAVE AN ADVERSE EFFECT ON ANY CLAIM UNDER THIS POLICY IF SUCH CLAIMS ARE LITIGATED.

C. Reporting Obligations

- 1. Any supervisor (or supervisory employee) who receives a complaint of discrimination, harassment, retaliation, or abusive conduct; witnesses discrimination, harassment, retaliation, or abusive conduct; or has any reason to believe that discrimination, harassment, retaliation, or abusive conduct may have occurred in the workplace is required to report the conduct immediately to the Administrative Services Manager or the Port Director.
- 2. A supervisor (or supervisory employee) will be subject to discipline for failing to report offensive conduct that potentially constitutes discrimination, harassment, retaliation, or abusive conduct if the supervisor knew or should have known of the offensive conduct in the normal course and scope of his/her supervisory duties.
- 3. All other employees who observe or are advised about the discrimination, harassment, retaliation, or abusive conduct involving another employee are encouraged to report the conduct to a supervisor (or supervisory employee), the Administrative Services Manager, or the Port Director.

D. The District's Response to Reports or Complaints.

1. Investigation of Complaints.

- a. All incidents of discrimination, harassment, retaliation, and abusive conduct that are reported must be investigated appropriately by the District so that corrective and preventive actions can be promptly taken if warranted. The District will promptly undertake or direct an effective, fair, timely, thorough, impartial, and objective investigation of the allegations that provides all parties appropriate due process and reaches a reasonable conclusion based on the evidence collected. The investigation, ~~which~~ will be conducted by qualified personnel.

- b. The investigation will include obtaining information from the accused and anyone who may have been a witness to the alleged misconduct. Statements made in the course of the investigation will be kept as confidential as practicable.
 - c. The District will document each complaint and track each investigation to ensure reasonable progress, timely closure, and reasonable findings based on the evidence collected.
- 2. Intermediary Measures. Employees may be placed on a leave of absence, or subject to other intermediary measures, until the conclusion of the investigation.
- 3. Cooperation with the Investigation.
 - a. It is important for the complaining party, the accused party, and all persons interviewed as witnesses during the investigation to understand that it is a violation of this policy to discuss any confidential investigation matters with other employees, or to conduct separate investigations at any time. The District will not tolerate any employees who interfere with its own internal investigations, or internal complaint procedures.
 - b. All employees involved in a workplace investigation into alleged discrimination, harassment, retaliation, or abusive conduct are required to fully and truthfully cooperate with the investigation. Failure to fully and truthfully cooperate with the investigation is grounds for disciplinary action, up to and including termination.
 - c. All employees are prohibited from engaging in retaliation, as defined in Section 20.3.G., above.
- 4. District Determination and Corrective Action.
 - a. The District will make its determination based on the findings of the investigation and communicate that determination to the complaining employee, and to the accused. Parties are not entitled to copies of any notes or other written materials regarding the investigation, as these are considered to be confidential documents.
 - b. If it is determined that the accused, or any other employee has violated District policies, appropriate corrective action will be taken. In addition, as part of the District's efforts to remedy the complaining employee's concerns, the complaining employee will be informed in general terms regarding any remedial measures and disciplinary actions imposed against the violator.

The information and definitions set forth in Section 20.3, above, are based on the legal definitions of discrimination, harassment, and retaliation. In light of the District's duty to prevent the unlawful conduct defined in Section 20.3, and in light of the District's desire to have a professional and productive work environment, the District reserves the right to take appropriate corrective action when an employee engages in inappropriate conduct that does not fully rise to the legal standards or definitions set forth in Section 20.3 of this Policy. For example, the District may take appropriate corrective action for inappropriate conduct, even if such conduct was not subjectively unwelcome or offensive to another employee of the District, or did not involve a legally protected characteristic.

5. Anonymity and Confidentiality.

- a. While the District will investigate anonymous complaints, the District strongly discourages anonymous complaints.

EMPLOYEES CHOOSING TO FILE A COMPLAINT ANONYMOUSLY MUST BE AWARE THAT ANONYMITY IN THE COMPLAINT PROCEDURE MAY COMPROMISE THE DISTRICT'S ABILITY TO COMPLETE A THOROUGH INVESTIGATION.

- b. Employees should also be aware that should the District learn of the identity of an anonymous complainant, the District cannot guarantee that his/her identity will remain confidential, if the District determines in its discretion that disclosure is necessary to complete the investigation.
- c. The District will take all reasonable steps available to maintain the confidentiality of all complaints of discrimination, harassment, retaliation, and abusive conduct, as well as all information gathered during an investigation to the extent possible. However, the District retains sole discretion to determine whether disclosure of information is necessary to complete the investigation.
- d. All employees involved in the investigation of discrimination, harassment, retaliation, or abusive conduct complaints as either investigator(s), complainant(s), witness(es), or accused are **required encouraged** to keep all information related to the investigation confidential. ~~Revealing such information is grounds for disciplinary action, except as expressly permitted by law, such as in discussion with a legal or employee representative.~~

All employees of the District are required to undergo harassment prevention training as required by applicable law. For more information on this training requirement, employees can visit <https://calcivilrights.ca.gov/shpt/>.

RULE X FAMILY CARE AND MEDICAL LEAVE (FMLA/CFRA LEAVE)

- A. Eligibility. To be eligible for FMLA/CFRA leave, an employee must have:
1. Been employed by the District for at least 12 months prior to the date on which the FMLA/CFRA leave is to commence, measured as of the date the leave is to start; and
 2. Have worked at least 1,250 hours over the 12-month period preceding the FMLA/CFRA leave, measured as of the date the leave is to start; and
 - ~~3. Worked at a worksite where 50 or more employees are employed by the District within 75 miles, measured at the time the employee gives notice for the leave.~~

For employees performing covered military service under the federal Uniformed Service Employment and Reemployment Rights Act, periods of absence due to such service shall be counted for purposes of determining whether the employee meets these eligibility requirements.

- B. Qualifying Reasons for FMLA/CFRA Leave. Employees meeting the eligibility requirements under Section 10.2.A. may take FMLA and/or CFRA leave for any of the following qualifying reasons:
1. The birth of a child of the employee and in order to care for such child (counts toward FMLA and CFRA leave entitlements).
 2. The placement of a child with the employee for adoption or foster care of the child by the employee and in order to care for that child (counts toward FMLA and CFRA leave entitlements).
 - ~~3. Providing care for the employee's spouse, child, or parent (but not in-law) with a serious health condition (counts toward FMLA and CFRA leave entitlements).~~
 - ~~3.4. Providing care for a spouse, registered domestic partner, (CFRA only), child, or parent, parent-in-law, grandparent, grandchild, sibling, or designated person with a serious health condition (counts towards CFRA entitlements only, except when grandparent, grandchild, or sibling meets FMLA definition of parent or child).~~
 5. The employee's own serious health condition (if for pregnancy, then counts toward FMLA leave entitlement only).

4.6. Leave because of a qualifying exigency related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States.

~~The FMLA also provides for m~~Military exigency leave and military caregiver leave, and those types of leaves are addressed under Section 10.4 of this Policy. The PDL also provides for leave for employees with a serious health condition is on account of her pregnancy, childbirth, or related medical conditions, and that leave is addressed under Section 10.3.

C. Child. Leave may be taken under Section B.1., B.2., or B.3. by an employee for a "child" who is:

1. ~~—~~A biological child, adopted child, foster child, stepchild, legal ward of the employee, a child of a domestic partner, or a child-person to whom the employee stands in loco parentis, ~~and who, at the time leave is to commence is either:~~

2. ~~—~~under 18 years of age; or

3.1. ~~—~~18 years of age or older and incapable of caring for himself/herself because of a mental or physical disability.

D. Designated person. Any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. An employer may limit an employee is limited to one designated person per 12-month period for family care and medical leave.

D-E. In loco parentis.

1. "In loco parentis" means in the place of a parent; instead of a parent; charged with a parent's rights, duties, and responsibilities. It does not require a biological or legal relationship. For purposes of this Policy an employee stands in loco parentis by providing day to day care or financial support with demonstrated intent of assuming the responsibilities typically held by a parent.

2. Whether an employee stands in loco parentis to a child-person for purposes of this Policy will be determined by the District on a case-by-case basis, and the District may require reasonable documentation to support an employee's status as acting "in loco parentis." ~~claim of providing either day to day care or financial support for the child.~~

E-F. Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition of the employee or a child, parent,

~~spouse, or registered domestic partner, , parent-in-law, grandparent, grandchild, or sibling~~qualified family member- of the employee that makes the employee unable to work or unable to perform one or more of the essential functions of the employee's position, and which involves either inpatient care or continuing treatment or supervision by a health care provider, as follows:

1. "Inpatient care" means an overnight stay in a hospital, hospice, or residential medical care facility, or any subsequent treatment in connection with such inpatient care, or any resulting period of incapacity.
 - a. A person is considered to have an "overnight stay" for purposes of this provision if a health care facility formally admits him/her to the facility with the expectation that he/she will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
2. "Continuing treatment or supervision by a health care provider" means and includes any one or more of the following:
 - a. In-person treatment two or more times, within 30 days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse under direct supervision of a health care provider, or by a provider of health care services (e.g. physical therapist) under orders of, or on referral by, a health care provider, with the first visit being within seven days of the first day of incapacity; or
 - b. In-person treatment by a health care provider on at least one occasion, which results in a regimen of continuing treatment under the supervision of the health care provider, with the first visit being within seven days of the first day of incapacity.
 - c. Any period of incapacity due to pregnancy, or for prenatal care, whether or not in-person treatment is received during that time, or whether the resulting absence lasts fewer than three days.
 - d. Any period of incapacity, or treatment for such incapacity, due to a chronic serious health condition, whether or not in-person treatment is received during that time, or whether the resulting absence lasts fewer than three days. A chronic serious health condition is one which:
 - (1) Requires periodic visits (defined as at least twice a year) for treatment by a health care provider, or by a nurse under direct supervision of a health care provider; and

- (2) Continues over an extended period of time (including recurring episodes of a single underlying condition); and
 - (3) May cause episodic rather than a continuing period of incapacity (e.g. , asthma, diabetes, epilepsy, etc.).
- e. A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's, a severe stroke, or the terminal stages of a disease.
- f. Any period of absence to receive multiple treatments (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, for either:
- (1) Restorative surgery after an accident or other injury; or
 - (2) A condition that would likely result in a period of incapacity of more than three consecutive, full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), or kidney disease (dialysis).
3. "Incapacity" means that a person is unable to work, attend school, or perform regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.

F.G. Amount of Leave Entitlement. Provided that all applicable conditions of Section 10.2.A are met, an employee may take a maximum of 12 workweeks of FMLA/CFRA leave in a rolling 12-month period measured backwards from the date the employee uses any FMLA/CFRA leave.

- 1. Employees taking FMLA/CFRA leave for the birth, adoption, or foster care of their child must initiate and complete any FMLA/CFRA leave within one year of the birth of the child or placement of the child with the employee for adoption or foster care.
- 2. Parents who are both employed by the District may take a maximum combined total of 12 workweeks of FMLA/CFRA leave in a 12-month period for the birth, adoption, or foster care of their child. Both parents or registered domestic partners (CFRA only in some circumstances) may be on leave simultaneously, provided the employees provide a certificate, from a health

care provider, stating the need for both employees' participation in the care of the child.

3. An employee's FMLA/CFRA leave does not need to be consecutive, but can be cumulative within a 12-month period.
4. Industrial injury leaves and all non-industrial injury leaves are FMLA/CFRA leaves if they qualify as serious health conditions.

G.H. Concurrent Use of Accrued Paid Leaves. Leave taken under this Policy is unpaid. Employees may elect or may be required to use their accrued leave balances concurrently with FMLA/CFRA leave, as provided below. When an employee elects or is required to use his/her accrued leave balances, the employee may specify in writing the order in which the employee would prefer to exhaust his/her leave balances. If the employee fails to designate the order of exhaustion, the District will exhaust the leave balances in the following order: sick leave (subject to the terms of Section 10.2.G.1., below), compensatory time off, floating holiday, vacation. The paid leave shall run concurrently with the FMLA/CFRA leave, and shall not extend the employee's entitlement to FMLA/CFRA leave beyond 12 workweeks.

1. Sick leave. Employees are required to run all accumulated sick leave concurrently when FMLA/CFRA leave is taken for the employee's own serious health condition. Employees may elect to so coordinate their accumulated sick leave when FMLA/CFRA leave is taken for any other reason under Section 10.2.B. of this Policy.
2. Other paid leaves. Employees are required to coordinate all other accrued paid leaves of absence, including but not limited to, compensatory time off, vacation, and holiday leave, when taking FMLA/CFRA leave for any reason.
3. Coordination with Wage Replacement Plans. If an employee who is on FMLA/CFRA leave is also receiving a wage replacement payment from State Disability Insurance, Paid Family Leave, Short-Term Disability Programs, Long-Term Disability Programs, and/or Workers' Compensation, the employee and the District may mutually agree to coordinate the employee's accrued paid leaves with the amount received from the wage replacement plan, up to an amount equal to the employee's regular salary.

H.I. Intermittent or Reduced Schedule Leave. Intermittent FMLA/CFRA leave is leave taken on an as-needed basis in increments of minutes, hours, or days. A reduced schedule FMLA/CFRA leave involves a reduction in the number of hours per day or per week that an employee regularly works, with the employee substituting FMLA/CFRA time substitute for hours not worked. The minimum FMLA/CFRA leave increment that can be taken by an employee is 15 minutes.

1. Calculation of Intermittent or Reduced Schedule Leave. The maximum equivalent number of hours to which an employee is entitled during the 12-week period will be based on the employee's regularly scheduled workweek. For example, an employee who is regularly scheduled to work 40 hours per workweek will be entitled to a maximum of 480 hours of FMLA/CFRA leave, whereas, an employee who is regularly scheduled to work 32 hours per workweek will be entitled to a maximum of 384 hours of FMLA/CFRA leave. In calculating this amount for employees with a varying schedule, the District will use an average of the employee's workweeks within the 12-month period immediately preceding the intermittent or reduced schedule leave.
2. Impact on Salary. Where permitted by applicable state and federal wage and hour laws, the District may make deductions from an employee's salary for all hours of leave taken as intermittent leave, unless the employee is entitled or required to coordinate paid leave.
3. Inclusion of Scheduled Overtime. If an employee normally would be required to work overtime hours, but is unable to do so because of an FMLA/CFRA-qualifying reason that limits the employee's ability to work overtime, the hours that the employee would have been required to work may be counted against the employee's FMLA/CFRA entitlement, as the employee would be considered to be using intermittent or reduced schedule leave. For example, if an employee is normally required to work 50 hours in a particular workweek, but because of an FMLA/CFRA-qualifying reason, the employee works only 40 hours that week, the employee would use 10 hours of FMLA/CFRA-protected leave out of the 50-hour workweek.
4. Conditions for Taking Intermittent or Reduced Schedule Leave
 - a. FMLA/CFRA leave taken for the employee's own serious health condition, or the serious health condition of the employee's spouse, registered domestic partner, parent, or child, or for military caregiver leave under Section 10.4.B. of this policy, may be taken intermittently or on a reduced leave schedule when medically necessary (as distinguished from voluntary treatments and procedures).
 - b. Military exigency leave under section 10.4.A. of this Policy (FMLA only) may be taken on an intermittent or reduced schedule basis without limitation.
 - c. Leave taken following the birth, adoption, or placement or foster care of a child may be taken on an intermittent or reduced schedule basis, subject to the conditions set forth in Section 10.2.H.6., below.
5. Temporary Transfer.

- a. Required by the District. The District may require that the employee temporarily transfer to an available alternative position for which the employee is qualified and which provides equivalent pay and benefits and that better accommodates recurring leave periods than the employee's regular position.
 - b. Requested by Employee. An employee on intermittent or reduced schedule FMLA/CFRA leave for foreseeable and planned medical treatments may request a transfer to an open and available position for which the employee is qualified, if the duties of that position would better accommodate the employee's intermittent or reduced schedule FMLA/CFRA leave. Transfers will not be considered under this Section when the intermittent or reduced schedule FMLA/CFRA leave is unscheduled, such as in the case of chronic conditions.
6. Leave Taken for Baby Bonding. The basic minimum duration of a leave taken for the birth, adoption, or foster care of a child shall be two weeks. The District will grant two requests for shorter leave periods in the applicable one-year period.

H.J. Employee Notice. Employees requesting leave under the FMLA/CFRA must notify their supervisor in accordance with the rules set forth below. Employees must provide the supervisor with sufficient information to make the District aware that the employee needs FMLA/CFRA leave, and the anticipated timing and duration of that leave. Supervisors must forward any such requests to the Port Director and Administrative Services Director for review and approval. Employees may also provide notice of requested FMLA/CFRA leave to the Financial and Administrative Services Director directly.

1. Foreseeable Events. An employee must provide the District with at least 30 days' advance notice before the date the leave is to begin, or must provide notice as soon as is practicable, normally the same business day or next business day if the employee is off work when he/she learns of the need for leave. If the employee provides less than 30 days' advance notice, the District may require explanation of why 30 days' advance notice was not practicable.
 - a. In any case in which the need for FMLA/CFRA leave is foreseeable based on one of the circumstances listed below in sub-section b., the employee shall make a reasonable effort to schedule any planned medical treatment or supervision so as not to unduly disrupt the operations of the District. However, any such scheduling shall be subject to the approval of the health care provider of the employer or the employee's child, parent, spouse, or registered domestic partner (CFRA only).

- b. The need for leave is considered “foreseeable” when it is taken for any of the following reasons:
 - (1) Planned medical treatment for a serious health condition of the employee.
 - (2) Planned medical treatment for a serious health condition of a family member.
 - (3) An expected birth, or placement for adoption or foster care.
 - c. If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the District reserves the right to delay the taking of the leave by up to 30 days after the date the employee provides notice of the need for FMLA/CFRA leave.
2. Unforeseeable Events. If an employee requires FMLA/CFRA leave for an unforeseeable event, the employee is required to provide notice to the District as soon as is practicable.
 3. Notice of Intermittent/Reduced Schedule Leave. The notice requirements for foreseeable intermittent or reduced schedule leaves shall be the same as for other foreseeable leaves, and the notice requirements for unforeseeable intermittent or reduced schedule leave shall be the same as for other unforeseeable leaves.
 4. Contents of Notice. All requests for FMLA/CFRA leave should include the anticipated date(s) and duration of the leave and be sufficient to make the District aware that the employee needs leave under the FMLA/CFRA. The employee must state the reason the leave is needed, by reference to the list in Section 10.2.B. of this Policy. When the employee provides notice, it may not contain sufficient information for the District to determine whether the employee’s leave could be for an FMLA/CFRA-qualifying purpose. In such cases, the District may follow up with the employee for additional information, and the employee is required to respond to the same. However, the employee shall not be required to provide the District with a diagnosis.
 5. Changes to Dates of Leave. The employee must advise the District as soon as practicable when he/she learns that the dates of the FMLA/CFRA leave may change.
 6. Requests for Extension. Any requests for extensions of an FMLA/CFRA leave must be received at least five working days before the date on which the employee was originally scheduled to return to work, where practicable, and must include the revised anticipated date(s) and duration of the

FMLA/CFRA leave. If the employee has exhausted his/her leave entitlement under Section 10.2.F., the District will evaluate on a case-by-case basis whether additional leave may be available as a reasonable accommodation for the employee's own serious health condition; however, any such additional leave shall not be subject to the provisions of this Section 10.2.

J.K. District Response to a Request for FMLA/CFRA Leave or Request for Extension - Eligibility Notice. Within five working days of an employee's request to take FMLA/CFRA leave, the District shall provide the employee with a written Eligibility Notice. The Eligibility Notice is not a designation of the employee being on FMLA/CFRA Leave. The Eligibility Notice shall include the following information:

1. Whether the employee is eligible to take FMLA/CFRA leave. If the employee is ineligible for FMLA/CFRA leave, the notice will include the reason(s) why the employee is ineligible.
2. Whether the employee has exhausted his/her 12-week FMLA/CFRA entitlement.
3. Whether additional information, such as a medical certification, is required from the employee in order to process the employee's request for FMLA/CFRA leave or request for extension.
4. The employee's rights and responsibilities under the FMLA/CFRA, which will include a statement of whether the employee is required to provide a medical certification or recertification. A statement requiring a medical certification will also advise the employee of the anticipated consequences of his/her failure to provide adequate notice.
5. If the employee has requested an extension of leave for his/her own serious health condition but has exhausted his/her leave entitlement under Section 10.2.F., the District will advise whether additional leave will be granted as a reasonable accommodation; however, any such additional leave shall not be subject to the provisions of this Section 10.2.

K.L. Medical Certification and Recertification. Any request for FMLA/CFRA leave for an employee's own serious health care condition or for FMLA/CFRA leave to care for a family member with a serious health condition must be supported by medical certification from the treating health care provider. Employees are encouraged to use the District's medical certification form to ensure that all pertinent information is obtained. Any request for an extension of FMLA/CFRA leave also must be supported by a medical certification from the treating health care provider. Again, employees are encouraged to use the District's medical certification to ensure that all pertinent information is obtained.

1. Timing of Request for Medical Certification. The District will request medical certification:
 - a. Within five business days after an employee requests foreseeable leave;
 - b. Within five business days after an employee provides notice of an unforeseeable leave, or within five business days after an unforeseeable leave commences, whichever is later;
 - c. At a later date if the District has a reason to question the appropriateness or duration of an employee's leave (FMLA only).
2. Timing for Employee's Return of the Medical Certification. All medical certifications and recertifications must be returned to the District within 15 days from the District request, regardless of whether the leave is foreseeable or unforeseeable. Exceptions to this may be granted when it is not practicable to provide the certification or recertification within 15 days, despite the employee's diligent, good faith efforts to do so.
3. Certification for Serious Health Condition of Spouse, Registered Domestic Partner, Parent, or Child. The employee must have the patient's treating health care physician complete a medical certification form when requesting family leave to care for a family member with a serious health condition. Employees are encouraged to use the District's medical certification form to ensure that all pertinent information is obtained.
 - a. Medical Recertification. If the employee requests additional leave beyond the time period which the health care provider originally estimated that the employee needed to take care of the employee's child, parent, spouse, or registered domestic partner, the District may request a recertification from the employee.
4. Certification for the Employee's Own Serious Health Condition.
 - a. First Opinion. The employee must have his/her health care physician complete a medical certification form when requesting FMLA/CFRA leave for his/her own serious health condition. Employees are encouraged to use the District's medical certification form to ensure that all pertinent information is obtained.
 - b. Second and Third Opinions. If the District has reason to doubt the validity of the certification provided by the employee, the District may require the employee to obtain a second opinion from a doctor of the District's choosing at the District's expense. If the employee's health care provider and the doctor providing the second opinion do not

agree, the District may require a third opinion, also at the District's expense, performed by a mutually agreeable doctor who will make a final determination that shall be binding on both the District and the employee.

- c. Medical Recertification. The District may request recertification of a medical condition upon the expiration of the time period which the health care provider originally estimated, if additional FMLA/CFRA leave is requested.

5. Certification for an Employee's Return to Work.

- a. Returning from a Continuous Leave. As a condition of restoration to his/her former position, an employee taking continuous leave under the FMLA/CFRA is required to provide the District with certification from his/her health care provider stating that he/she is able to resume his/her essential work functions. An employee who fails to provide the certification may have his/her reinstatement delayed.
- b. Returning from an Intermittent or Reduced Schedule Leave. In addition to the requirement in subsection 5.a., above, if the employee is on intermittent or reduced schedule leave, the District may require a fitness for duty certification at fixed intervals not exceeding every 30 days if there are reasonable safety concerns. "Reasonable safety concerns" means a reasonable belief of significant risk of harm to the employee or others.
- c. Contents of Certification. The District will provide the employee with a form and a copy of the employee's job description for his/her health care provider to review in completing the fitness for duty certification, and employees are encouraged to use the District's form to ensure that all pertinent information is obtained. The employee must provide a complete and sufficient fitness for duty certification. If the employee's health care provider releases the employee back to work with restrictions, the District will engage in the interactive process to determine what reasonable accommodation, if any, will permit the employee to return to work in accordance with the ADA and the FEHA.

6. Employee's Failure to Provide a Medical Certification or Recertification. If the employee fails to timely provide a complete and sufficient medical certification when requested, the request for FMLA/CFRA leave may be denied, delayed until a sufficient certification is provided. Employees will be advised of these consequences in connection with any request by the District for medical certification or recertification.

L.M. District's Designation of Leave. Absent extenuating circumstances, within five working days after the District has acquired enough information to determine whether the employee's request qualifies for FMLA/CFRA leave, the District will provide the employee with a written Designation Notice.

1. Designating Leave as FMLA/CFRA-Qualifying. If the leave is designated as being FMLA/CFRA-qualifying, the Designation Notice will contain, but is not limited to, the following information:
 - a. A statement that the leave is being designated as FMLA and/or CFRA leave;
 - b. The amount of leave being counted as FMLA and/or CFRA leave, if known;
 - c. Whether accrued paid leave will be used during the leave, and that any paid leave used will count as FMLA/CFRA leave;
 - d. Whether a medical certification will be required to release the employee to return to work; and
 - e. Whether a job description or description of essential duties is attached to the Designation Notice for the health care provider to use in completing the medical certification to release the employee to return to work.
2. Unable to Designate. If the District is unable to determine whether the leave requested is FMLA/CFRA-qualifying because more information is needed, the employee will be informed that
 - a. the medical certification is incomplete or insufficient, and the District will provide a list of deficiencies and explain the employee's opportunity to cure said deficiencies; or
 - b. a second or third medical opinion is being required.
3. Not Designating Leave as FMLA/CFRA-Qualifying. If the District has determined that the employee's leave does not qualify as FMLA/CFRA leave, the District will notify the employee in writing that his/her leave is not being designated as FMLA/CFRA leave, and the reason for the denial.

M.N. Employment Benefits and Protection.

1. Previously Accrued Benefits and Seniority Status.
 - a. Leave under the FMLA/CFRA will not result in the loss of any employment benefits accrued before the date the leave commenced.

- b. Leave under the CFRA will not constitute a break in service or otherwise cause the employee to lose longevity or seniority, even if other paid or unpaid leave constitutes a break in service for purposes of establishing longevity or seniority, or for layoff, recall, promotion, job assignment, or seniority-related benefits.

2. No Accrual of Leave or Seniority during Unpaid FMLA/CFRA Leave.

- a. An employee on unpaid FMLA/CFRA leave shall not accrue any additional paid leave time. Thus, employees will not accrue vacation leave, sick leave, administrative leave, nor will they be paid for holidays during the unpaid leave.
- b. The time off on unpaid FMLA/CFRA leave shall not count as time worked for purposes of establishing additional seniority for purposes of layoff, recall, promotion, job assignment, and other seniority-related benefits.
- c. However, during the time that an employee supplements his/her unpaid FMLA/CFRA leave with paid leave, the employee will continue to accrue leaves and benefits in accordance with the provisions of the District's policy governing those leaves of absence (i.e., when coordinating with sick leave, the rules governing sick leave will apply with regard to the employee's benefits).

3. Maintenance of Health Insurance of the Employee. Employees will continue to receive the same medical benefits while on FMLA/CFRA leave for up to 12 workweeks in a 12-month period. The District shall be responsible for the continued payment of the District's share of the cost of the employee's health benefits during that 12-workweek period. Benefits for absences beyond the allotted period will be handled in the same manner as benefits for employees on any other type of unpaid leave of absence. An employee who notifies the District that he/she does not intend to return to work from the FMLA/CFRA leave is not entitled to medical benefits provided by the District as if he/she were on a FMLA/CFRA leave and instead is entitled to the benefits provided to employees who are on an unpaid leave of absence for any other reason.

- a. Employees who receive a cash stipend in lieu of District-provided medical coverage shall not receive the stipend during any period of unpaid status.

4. Maintenance of Benefits Requiring Employee Contributions.

- a. During any period of unpaid leave, unless otherwise prohibited by applicable law, an employee may elect to discontinue health insurance coverage for the employee, a spouse, registered domestic

partner, and/or any dependent(s) as well as any other benefits offered or sponsored by the District to which the employee is required to make monthly contributions. Employees must notify the District in writing of such an election.

- b. An employee will continue to be responsible for making the payment of monthly contributions for which the District has not received advanced notice of election to discontinue. If any premium amounts are increased or decreased for other employees similarly situated, the employee will be required to pay the new premium rates.
 - c. All monthly contributions are due and payable to the District at the same time as they would be if made through payroll deduction.
 - d. If any monthly contributions are not received within 30 days of their due date, the District has the option to either discontinue said benefit(s) or continue said benefit(s) by making the monthly contributions on the employee's behalf.
 - e. Upon the employee's return to work, the District is entitled to seek reimbursement from him/her for the employee's share of any monthly contributions made on his/her behalf.
 - f. Employees included in a pension or retirement plan may continue to make contributions in accordance with the terms of the plan during the period of leave. However, the District shall not be required to make plan payments for employees during the leave period which is unpaid, and the unpaid leave period shall not be counted for purposes of time accrued under the plan.
 - g. If the District provides a new health plan or benefits or changes health plans or benefits while an employee is on CFRA leave, the District will give written notice to the employee to advise that he/she is subject to the new or changed plan/benefits in the same manner, and to the same extent, as if the employee were not on leave.
5. Failure to Return from Leave. The District may recover the entire premium it paid for maintaining health insurance benefits for an employee during any period of unpaid leave if the employee fails to return to work promptly upon the expiration of a leave for a reason other than the continuation, recurrence or onset of a serious health condition that entitles the employee to leave or other circumstances beyond his/her control.

N.O. Reinstatement.

1. Restoration to Position. When an employee returns from a leave under the FMLA/CFRA, he/she will be restored to the position held when the leave began, or to a comparable position, with equivalent (i.e. virtually identical) employment benefits, pay, and other conditions of employment.
 - a. The duties of the position must be capable of being performed in the same or similar geographic location, and involve the same or substantially similar duties as the position held when leave began, with responsibilities that entail substantially equivalent skill, effort, responsibility, and authority.

2. Denial of Restoration Rights. The District may refuse to reinstate an employee to his/her pre-leave position at the conclusion of an FMLA/CFRA leave when either of the following conditions exists:
 - a. Key Employee (FMLA only). The employee is in the Exempt Service or a salaried eligible employee who is among the highest paid ten (10) percent of the District's employees; and the following steps take place:
 - (1) The District notifies the employee at the time the employee gives notice of the need for leave, or when leave commences, if earlier, that he/she is a key employee, and also notifies the employee of the potential consequences with respect to reinstatement and maintenance of health benefits if the District should determine that reinstatement will result in substantial and grievous economic injury to its operations; and
 - (2) As soon as the District makes a good faith determination that substantial and grievous economic injury will result if the District reinstates that key employee at the end of the requested FMLA/~~CFRA~~ leave period, the District notifies the employee that it intends to deny reinstatement at the end of the requested leave period.
 - i. The notice from the District will include an explanation for the basis for the District's determination and provide the key employee with a reasonable time in which to return to work, taking into account the circumstances, such as the requested duration of the leave and the urgency of the need for the employee to return.
 - (3) The key employee has already begun the FMLA/~~CFRA~~ leave at the time of receiving the notice, and he/she does not return to work within the specified timeframe after receiving such notice from the District.

- i. The key employee will remain entitled to the maintenance of health benefits under Section 10.2.M.4. for the duration of the originally-requested leave, but the District will not be entitled to recover its contributions to premiums under Section 10.2.M.5.
 - ii. The key employee's rights will then continue under the ~~FMLA/CFRA~~ unless and until the employee either gives notice that he/she will not seek to return to work, or the employee requests to return to work at the conclusion of the leave and receives notice that the District has denied that request.
- (4) If the key employee requests to return to work upon completion of the originally-requested leave, the District again determines that substantial and grievous economic injury will result if the District reinstates the employee, based on the facts at hand, and the District provides written notice of the denial.
3. Position No Longer Exists. The employee's position and any comparable position have ceased to exist because of legitimate business reasons unrelated to the employee's FMLA/CFRA leave. In this case, the District shall reasonably accommodate the employee through alternative means that will not cause undue hardship to the District's operation. The District may offer an employee any other position that is available and suitable. The District is not required to create new employment that would not otherwise be created, discharge or transfer another employee, or promote another employee who is not qualified to perform the job.
4. Opportunity to Fulfill Missed Requirements. If an employee is unable to attend a necessary course, renew a license, or is otherwise adversely affected in terms of fulfilling minimum requirements or qualifications for the position as a result of the FMLA/CFRA leave the employee will be given a reasonable opportunity to fulfill those requirements or qualifications upon returning to work from FMLA/CFRA leave.

SEC 10.4 MILITARY FMLA LEAVE.

The FMLA provides for two types of military family leave: military exigency leave, which is addressed in Section 10.4.A. of this Policy and military caregiver leave, which is addressed in Section 10.4.B. of this Policy.

A. Military Exigency Leave. The District permits employees who have a covered military family member in the Armed Forces (including the National Guard or Reserves) to take up to twelve workweeks of FMLA leave due to a qualifying exigency resulting from the covered military family member's active military duty (or call to active duty status) in support of a contingency operation. Leave granted under this Section shall count against the FMLA leave granted under Section 10.3.

1. Definitions.

a. Armed Forces. The Army, Navy, Air Force, Marine Corps, or Coast Guard, including the National Guard and Reserves.

b. Care recipient. The military member, or child or parent of the military member, who is receiving assistance, or the employee who is participating in a qualifying exigency.

c. Care Provider. The employee who is participating in a qualifying exigency.

~~b-d.~~ Covered Active Duty or Call to Active Duty Status. One of the following:

(1) For a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; or

(2) For a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a federal call or order to active duty in support of a contingency operation under a provision of law referred to in section 10.1(a)(13)(B) of Title 10, United States Code.

~~c-e.~~ Covered Military Family Member. An employee's spouse, registered domestic partner, son, daughter, or parent who is a member of the Armed Forces and is on Covered Active Duty or Call to Active Duty Status.

(1) For purposes of this definition only, "son" or "daughter" means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, within the meaning of Section 10.3.D. of this Policy, regardless of age.

d.f. Covered Military Family Member's Child. The biological, adopted, or foster child, stepchild, legal ward, or child for whom the Military Family Member stands in loco parentis, within the meaning of Section 10.3.D. of this Policy, who is either under the age of 18 or who is aged 18 or older but incapable of self-care because of a physical or mental disability at the time leave under this Section 10.4.A. is to commence.

g. Covered Military Family Member's Parent. The biological, adoptive, step, or foster father or mother, or an individual who stood in loco parentis, within the meaning of Section 10.3.D. of this Policy, to a Covered Military Family Member who was under 18 years of age.

e-h. Military Member. a child, spouse, domestic partner, or parent of the employee, where the military member is on covered active duty or call to active duty in the Armed Forces of the United States.

RULE XX DRUG FREE WORKPLACE

SEC. 1.1 PURPOSE

It is the District's goal to create a healthy and safe working environment in order to deliver the best and most efficient services to the members of the District. It is the responsibility of all employees of the District to cooperate in efforts to protect the life, personal safety, and property of co-workers and members.

Substance abuse has been found to be a contributing factor to absenteeism, substandard performance, increased potential for accidents, poor morale, and impaired public relations. It is the goal of this policy to prevent substance abuse, including alcohol abuse, in the workplace by clearly stating employee responsibilities relative to substance abuse and by providing managers and any other supervisory employee with guidelines and procedures for the detection of such abuse and the enforcement of related rules. Accordingly, employees must take all reasonable steps to abide by and cooperate in the implementation and enforcement of these policies and regulations.

The District encourages employees who believe that they may have a drug or alcohol problem to voluntarily seek counseling, assistance, and/or rehabilitation, and will be supportive of those employees who voluntarily seek help before the District discovers that the employee has a drug or alcohol problem. Employees who think they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance through the District's Employee Assistance Program (E.A.P.) However, the District will be equally firm in identifying and disciplining those employees who are substance abusers and do not seek help before performance issues arise or other misconduct occurs.

Alcohol and/or drug abuse will not be tolerated on or off the job for any employee, and disciplinary action, up to and including termination, will be used as necessary to achieve the goal of eliminating substance abuse in the workplace. This policy does not apply to cannabis use by an employee off the job and away from the workplace, unless an exception applies. However, employee may not possess, use, or be impaired by cannabis on the job.

As required by the Drug-Free Workplace Act of 1988, this policy provides guidelines for the detection and deterrence of alcohol and drug abuse. It also outlines the responsibilities of Port Director and employees. To that end, the District will act to eliminate any substance abuse (alcohol, illegal drugs, prescription drugs or any other substance which could impair an employee's ability to safely and effectively perform the functions of the particular job) that increases the potential for accidents, absenteeism, substandard performance, poor employee morale or damage to the District's reputation. All employees and applicants should be aware that violations of this policy may result in discipline, up to and including termination, or in not being hired.

SEC. 1.2 APPLICABILITY

This policy applies to all employees of and to all applicants for positions with the District. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal that could impair an employee's or officer's ability to effectively and safely perform the functions of the job.

Certain District employees are also subject to the Omnibus Transportation Employee Testing Act of 1991 (Pub. L. No. 102-143, 105 Stat. 952, as amended), which requires alcohol and drug testing of safety-sensitive transportation employees in aviation, trucking, railroads, mass transit, pipelines, and other transportation industries. (49 CFR Parts 40, 382, 391, 392, and 395, as amended). The U.S. DOT regulation describes the procedures for conducting the workplace drug and alcohol testing. (49 CFR Part 40.) District employees who are required to have a commercial driver's license and operate a Commercial Motor Vehicle (CMV) with a gross vehicle weight rating of 26,001 or more pounds; or is designated to transport 16 or more occupants (to include the driver); or is of any size and is used in the transport of hazardous materials that require the vehicle to be placarded are covered by this Act, except to the extent that it conflicts with any other District policy or state or federal law governing drug testing of employees required to possess a commercial driver's license. (Federal Motor Carrier Safety Administration, 49 CFR Part 382.)

SEC. 1.3 RESPONSIBILITY

It is the responsibility of all employees to understand and abide by the provisions of this policy. It is the responsibility of managers and supervisory employees to ensure that all employees and officers abide by the provisions of this policy.

SEC. 1.4 DEFINITIONS

- A. Alcohol or Alcoholic Beverage. Any liquid containing ethyl alcohol (ethanol) and/or any beverage that has alcoholic content in excess of .5% by volume.
- B. Applicant. Any person applying for employment with the District who has been extended a conditional offer of employment.
- C. Controlled Substance. Any drug that is classified by the federal Drug Enforcement Administration into the five schedules or classes on the basis of their potential for abuse, accepted use, and accepted safety under medical supervision. Examples of controlled substances include, but are not limited to, marijuana/cannabis metabolites, cocaine metabolites, opiate metabolites, amphetamines, and phencyclidine (PCP).
- D. Drug(s). Any substance (other than alcohol) or metabolite capable of altering the mood, sensory perception, cognitive abilities, motor skills, reaction time, rationality

or judgment of the individual in whose body it is present. The term “drug” refers to both Legal and/or illegal drugs, as defined herein.

- E. Drug Paraphernalia. Any device or instrument used for injecting, smoking, consuming, or otherwise administering a controlled substance or legal and/or illegal drug, which includes, but is not limited to, the items set forth in California Health and Safety Code Section 11364.
- F. Administrative Services Manager. The District’s Administrative Services Manager or his/her designee.
- G. Prescription Drug. Any substance lawfully prescribed by a licensed or regulated professional for consumption or use.
- H. Illegal Drug. A controlled substance; a legal drug which has not been legally obtained; or a legal drug which was legally obtained, but that is being sold or distributed unlawfully.
- I. Legal Drug. Any drug, including any prescription drug or over the counter drug, that has been legally obtained and that is not unlawfully sold or distributed.
- J. Impaired. Diminished capacity, ability, mental acuity, or performance.
- K. Intoxicant. Any substance (including alcohol and/or alcoholic beverages) or metabolite capable of altering the mood, sensory perception, cognitive abilities, motor skills, reaction time, rationality or judgment of the individual in whose body it is present.
- L. Reasonable Suspicion. A belief based upon objective facts sufficient to lead a reasonably prudent person to suspect that an employee is under the influence of drugs or alcohol so that the employee’s ability to perform the functions of the job is impaired or so that the employee’s ability to perform his/her job safely is reduced. For example, any of the following, alone or in combination, may constitute reasonable suspicion:
 - 1. Slurred speech;
 - 2. Alcohol odor on breath, or other observed odor from an employee that is customarily associated with drug or alcohol use;
 - 3. Unsteady walking and movement;
 - 4. Physical impairment (e.g., glassy eyes, eye dilation, shaking, or erratic movement);
 - 5. An accident involving damage to District property or personal injury;

6. Physical altercation;
7. Verbal altercation;
8. Unusual behavior;
9. Job impairment;
10. Possession of alcohol or drugs; or
11. Information obtained from a reliable source with personal knowledge.

M. Port Director. The Port Director or his/her designee.

N. Under the Influence of Drugs or Alcohol. The use of (1) any alcoholic beverage; (2) any illegal drug or substance, or (3) the use or misuse of any legal drug, in a manner and to a degree that impairs the employee's work performance or ability to use the District's property or equipment safely.

SEC. 1.5 POLICY

A. Employee Responsibilities. An employee must:

1. Sign and submit to his/her immediate supervisor or the Administrative Services Manager the Acknowledgement of Receipt of Drug-Free Workplace Policy, noting specifically that the employee has read, understood, and agreed to abide by the provisions of this policy as a condition of continued employment.
2. Not report to work or be subject to duty while under the influence of alcohol and/or any alcoholic beverages. Employees shall not consume, use, possess, or be under the influence of alcohol and/or alcoholic beverages while on the District premises, on the District property, or in a District vehicle or at any time while on duty, during meal or rest periods, while on-call, while on stand-by, or while wearing a District uniform.
3. Not report to work or be subject to duty while under the influence of drugs whenever the use of the legal drug might do any of the following:
 - a. Endanger the safety of the employee or another person;
 - b. Pose a risk of significant damage to the District's property or equipment; or
 - c. Substantially interfere with the employee's job performance or the safe or efficient operation of the District's business or equipment.

Also, employees shall not consume, use, possess, or be under the influence of any illegal drugs or intoxicants while on City premises, on City property, or in a City vehicle or at any time while on duty, during meal or rest periods, while on stand-by or while wearing a District uniform.

4. Notify his/her supervisor, Department Head, and/or the Administrative Services Manager, before beginning work when taking any medication or legal drugs, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of District equipment. An employee who is unsure if a drug might impair his or her ability to perform the job properly and safely must advise his or her supervisor or Department Head of the potential concern before beginning work. In doing so, employees are not required to disclose the name of a medication or the medical reason for taking the drug, but may instead focus on the potential for impairment in relation to assigned job duties.
5. Not manufacture, possess, use, trade, offer to sell, sell, or buy drugs or alcohol during working hours or while subject to duty, on breaks, during meal periods, or anytime while on the District's property or wearing a District-issued uniform. This policy is not intended to prevent an employee from lawful possession, purchase or use of prescribed and/or over the counter drugs that do not impair the employee's work performance or ability to use the District's property or equipment safely.
6. Not store in a locker, desk, automobile, or other repository on the District's property, any alcohol or illegal drug. This policy is not intended to prevent an employee from possessing alcoholic beverages in sealed containers in his/her personal vehicle. Nor is this policy intended to prevent presentation of alcohol as a gift.
7. Not directly or through a third party sell or provide drugs or alcohol to any person, including any employee, while either employee or both employees are on duty or subject to duty. This policy is not intended to prevent an employee from possessing alcoholic beverages in sealed containers in his/her personal vehicle. Nor is this policy intended to prevent presentation of alcohol as a gift, where otherwise permitted.
8. Submit to an alcohol and/or drug test when requested to do so by the employee's Department Head in accordance with the guidelines set forth in this policy.
9. Provide, within 24 hours of a request, bona fide verification of a current, valid prescription for any potentially impairing drug or medication identified when a drug test is positive. The prescription must be in the employee's name.

10. File an “Employee Report of Conviction for Violating Criminal Drug Statutes in The Workplace” form with the Administrative Services Manager within five days of such conviction.

B. District Responsibilities.

1. The Port Director, in consultation with Administrative Services, is responsible for reasonable enforcement of this policy.
2. The Port Director, Administrative Services Manager or supervisor, after consulting with Administrative Services, may request that an employee submit to a drug and/or alcohol test in accordance with the guidelines set forth in this policy.
3. Whenever an employee refuses an order to submit to a drug or alcohol test upon appropriate request, the employee will be reminded of the requirements of this policy and the disciplinary consequences for his/her refusal. Such refusal may be considered insubordination and grounds for disciplinary action up to and including termination.
4. Where there is reasonable suspicion that an employee is under the influence of drugs or alcohol, the employee will be detained for a reasonable time until he/she can be safely transported home at the employee’s own cost.
5. Employees must not physically search the person of another employee, nor may they search the personal possessions of another employee without that employee’s consent in the presence of the Port Director or the Administrative Services Manager.
6. Supervisors must notify the Administrative Services Manager or Port Director when they have reasonable suspicion to believe that an employee may have illegal drugs in his/her possession or in an area not jointly or fully controlled by the District. If the Administrative Services Manager or Port Director concurs that there is reasonable suspicion of illegal drug possession, the Administrative Services Manager or Port Director may notify the appropriate law enforcement agency.

C. Rehabilitation.

1. General. The District encourages those employees who think that they may have a problem with abusing drugs and/or alcohol to seek assistance and rehabilitation at an early date, prior to notification of alcohol/drug testing, prior to performance issues or other misconduct associated with abuse, and prior to any other means of discovery by the District of the employee’s drug and/or alcohol problem. However, the District reserves the right to discipline employees, up to and including termination, who are discovered to have a

problem with abusing drugs or alcohol, and do not come forward for help prior to the District's discovery or the District's demand that the employee submit to a drug or alcohol test.

2. Employee Assistance. The Employee Assistance Program (E.A.P.) is available to assist employees in their efforts to overcome problems with drugs and/or alcohol abuse. Information pertaining to such programs may be obtained by contacting the Administrative Services Manager.
3. Voluntary Referral. If done prior to the District's discovery of or request for a drug or alcohol test, an employee's effort to voluntarily seek treatment or rehabilitation for the first time, will not be used as the basis for disciplinary action. However, the District may in such cases require employees to comply with the provisions of the Last Chance Agreement and Follow-Up Testing.
4. Leave of Absence. If necessary, the employee may be granted a leave of absence in order to participate in treatment and rehabilitation. Such a leave of absence will be unpaid and subject to the requirements of applicable state/federal laws and the District's Personnel Rules regarding unpaid leaves of absences. An employee is required to exhaust all paid leaves prior to being granted an unpaid leave of absence for the purpose of receiving treatment and rehabilitation. Where permitted by applicable law, the District reserves the right to deny such leave if granting the leave would impose an undue hardship on the District.
5. Last Chance Agreement. Employees who undergo treatment or rehabilitation may be required to sign a Last Chance Agreement as a condition of continued employment, in which the employee promises to complete the treatment or the rehabilitation program and to comply with other specified terms. If the employee refuses to sign the Last Chance Agreement or violates the agreement, he/she may be subject to disciplinary action up to and including termination.
6. Follow-Up Testing. An employee entering a rehabilitation or treatment program may be required to submit to random testing for up to one (1) year after completion of the program. If the employee fails to comply or if further substance abuse is detected upon such testing, the employee may be subject to disciplinary action up to and including termination.

D. Drug Testing Guidelines.

1. Drug Testing. Employees subjected to a drug test will be tested by submitting to a urinalysis test. The urinalysis test will be administered by a medical facility designated by the District, according to its testing protocol. The drug test will test for the following classes of drugs: amphetamines, cocaine, tetrahydrocannabinol/THC, methamphetamine, and opiates.

- a. Medical Marijuana. The District recognizes that the State of California has legalized the use of marijuana for certain medical uses as well as recreational use. However, in accordance with federal law, the District treats medical marijuana the same as any other illegal drug that is subject to regulation under this policy. The District reserves the right to take any action under this policy when the drug involved is marijuana, whether it is used for medical or non-medical purposes. Tetrahydrocannabinol (THC) is the chemical compound in cannabis that can indicate impairment and cause psychoactive effects. After THC is metabolized, it is stored in the body as a nonpsychoactive cannabis metabolite. These metabolites do not indicate impairment.
- b. The District shall will not discriminate on against a person in hiring, termination, or any term or condition of employment, or otherwise penalize a person based on the person's use of cannabis off the job and away from the workplace or if an employer-required drug screening test finds the person to have nonpsychoactive cannabis metabolites in their hair, blood, urine, or other bodily fluids except when the applicant or employee is hired for positions that require a federal government background investigation, security clearance in accordance with US Department of Defense regulations, or equivalent regulations.
- a-c. The District retains the right to make employment-related decisions based on tests that apply to current impairment, in particular scientifically valid pre-employment drug screening conducted through methods that do not screen for non-psychoactive cannabis metabolites, such as those that test for THC.

2. Alcohol Testing. Employees subjected to an alcohol test will be tested by submitting to a breathalyzer test. The breathalyzer test will be administered by the medical facility designated by the District, according to its testing protocol.

3. Pre-Employment Examinations.

- a. Required. Certain pre-employment physical examinations will include drug and alcohol testing. No drug or alcohol test will be administered prior to the applicant receiving a conditional offer of employment. Only safety sensitive positions or those positions that interact with children will be subject to this section. The District will designate whether the position is safety sensitive or interacts with Children in the job announcement. For purposes of pre-employment drug/alcohol testing, this includes the following categories of positions:

- i. Safety-Sensitive. Safety-sensitive positions include those positions with duties that are fraught with such risks to others that even a momentary lapse of attention can have disastrous consequences. Such position at the District includes harbor deputies, boat lift operators, crane operators and dredge workers.
 - ii. Interaction with Children. Positions that include interaction with children are those in which employees are directly responsible for protecting children or have continuous interaction or supervision that puts them in a position of influence over children.
- b. Results. A positive result for a drug and/or alcohol analysis may result in the applicant not being hired. If a drug screen is positive at the pre-employment physical, the applicant may be requested to provide, within 24 hours of the request, bona fide verification of a valid current prescription for the drug identified in the drug screen. If the prescription is not in the applicant's name, or if the applicant does not provide acceptable verification, or if the drug is one that is likely to impair the applicant's ability to perform the job duties, the applicant may not be hired.

4. Alcohol/Drug Testing of Employees

- a. Cause. With the exception of the pre-employment drug and alcohol tests, employees will only be required to submit to drug and/or alcohol tests in the following circumstances:
 - i. When the Port Director, Administrative Services Manager, or supervisor has a reasonable suspicion that the employee is under the influence of drugs or alcohol while on the job or subject to being called to the job.
 - ii. When the Port Director, Administrative Services Manager, or supervisor has a reasonable suspicion that the employee is in possession of drugs and/or alcohol in a manner which is in violation of this policy.
 - iii. When an employee who suffers a work-related injury which requires medical treatment other than first aid may be required to submit to a drug and/or alcohol test at the time they receive medical treatment for their injuries.

- iv. When the employee is subjected to Return to Duty and/or Follow-Up Testing following the employee's return from rehabilitation and/or treatment.
 - b. Documentation. When the Port Director, Administrative Services Manager, or supervisor requests that an employee submit to a drug and/or alcohol test based on reasonable suspicion, that person must document in writing the facts constituting the reasonable suspicion that the employee in question is under the influence of drugs and/or alcohol. When possible, the employee's behavior should be witnessed and separately documented by another supervisor.
 - c. Prerequisite. Prior to the administration of any drug or alcohol testing, the District's designated physician and/or the Port Director, Administrative Services Manager, or supervisor will attempt to obtain from the employee to be tested a completed and signed consent form. This form will provide the employee's consent in writing to physical and/or psychological examination and testing and will authorize the release of such information by the physician to the District. Refusal by the employee to sign a consent form is considered insubordination and may be grounds for disciplinary action, up to and including termination.
 - d. Results. If the drug screen is positive, the employee may be requested to provide, within 24 hours of the test results, bona fide verification of a valid current prescription for the drug identified in the drug screen. The prescription must be in the employee's name.
- E. Confidentiality. Laboratory reports and test results will not be included in an employee's general personnel file. Information of this nature will be contained in a separate confidential medical folder that will be securely kept under the control of the Administrative Services Manager. The reports or test results may be disclosed to supervisors on a strictly need-to-know basis and to the tested employee upon request.

Disclosures, without employee consent, may also occur when:

1. The information is compelled by law or by judicial or administrative process;
2. The information has been placed at issue in a formal dispute between the District and the employee;
3. The information is to be used in administering an employee benefit plan; or
4. The information is needed by medical personnel for the diagnosis or treatment of the employee, when he/she is unable to authorize the disclosure.

F. Disciplinary Action. Disciplinary action, up to and including termination, may be taken against an employee for any violation of this policy, including, but not limited to the following reasons:

1. Failure to comply with any of the Employee Responsibilities set forth in this policy.
2. Positive results from a drug and/or alcohol test.
3. Refusal to be tested in accordance with this policy.
4. Violation of or refusal to enter into a Last Chance Agreement.

RULE XXVII TOBACCO, E-CIGARETTE, VAPING POLICY

Employees shall not smoke, or use tobacco, e-cigarettes, or vape while on-duty and within the District's buildings, facilities, vehicles, or within twenty feet of any District facility.

A violation of this policy shall result in disciplinary action.



TO: Port Commission
FROM: Holland MacLaurie, Port Director
DATE: November 13, 2023
SUBJECT: Approval of Resolution 23-09 – Adopting Amendments to the Salary Schedule

Recommendation: ***Approve Resolution 23-09, adopting amendments to the Santa Cruz Port District's salary schedule.***

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.

ANALYSIS

The 2023 salary schedule for represented employees has been amended to:

- Eliminate the Administrative Services Manager position and add a new Administrative Services Officer position paid on a salary grade 28 basis and add a new Finance Officer position paid on a salary grade 28 basis (the organizational restructure was approved by the Port Commission on November 28, 2023).

Additionally, the 2024 unrepresented salary schedule is presented, which increases wages for unrepresented employees to align with California minimum wage standards effective January 1, 2023.

Resolution 23-09 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 and currently adopted Memoranda of Understanding (MOU) for represented employees and those for unrepresented employees.

IMPACT TO PORT DISTRICT RESOURCES

There is no impact associated with approving the resolution.

ATTACHMENT: A. Resolution 23-09, including Exhibit 1

Santa Cruz Port District
Resolution 23-09
December 12, 2023

On the motion of _____

Duly 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 20636(b)(1), the Port Commission shall periodically adopt a pay schedule for all Port District employees; and

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

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

WHEREAS, the amendment updates the represented salary schedule to eliminate the Administrative Services Manager position and add a new Administrative Services Officer position paid on a salary grade 28 basis and add a new Finance Officer position paid on a salary grade 28 basis; and

WHEREAS, the amendment updates the unrepresented salary schedule to increase wages for unrepresented employees to align with California minimum wage standards effective January 1, 2024.

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

PASSED AND ADOPTED by the Santa Cruz Port Commission, this 12th day of December 2023, by the following vote:

AYES _____

NOES _____

ABSENT _____

APPROVED BY:

Darren Gertler, Chair
Santa Cruz Port District Commission

Santa Cruz Port District
2024 Unrepresented Positions Hourly and Salary Pay Rates (Part-time / Temporary / Seasonal / Provisional)
 Effective January 1, 2024

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**	\$16.00	\$18.00			
Dredge Monitor / Dredge Services I	\$16.00	\$18.00			
Dredge Monitor / Dredge Services II	\$16.00	\$20.00			
Front Desk Customer Service / Office Assistant	\$16.00	\$25.88			
Janitorial	\$16.00	\$18.00			
Harbor Dredge Worker I - Provisional	\$23.13	\$30.99	\$4,009	\$5,372	16
Harbor Dredge Worker II - Provisional	\$26.78	\$35.88	\$4,641	\$6,219	19
Harbor Dredge Worker III**	\$30.99	\$41.53	\$5,372	\$7,199	22
Harbor Maintenance Worker I - Provisional	\$23.13	\$30.99	\$4,009	\$5,372	16
Harbor Maintenance Worker II / III - Provisional	\$26.78	\$41.53	\$4,641	\$7,199	19-22
Marina Management Specialist**	\$30.00	\$40.00			
Operations Assistant	\$16.00	\$18.00			
Reserve Deputy Harbormaster / Operations Officer**	\$23.66	\$31.71			
Parking Control / Water Taxi Crew	\$16.00	\$18.00			
Water Taxi Operator**	\$16.00	\$20.00			

*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
MONTHLY SALARY RANGES BY POSITION
 2023

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
1/1/2023	Administrative Assistant I	HEA	20	\$4,754	\$4,991	\$5,241	\$5,503	\$5,778	\$6,067	\$6,370
12/1/2023	Administrative Services Officer	HEA	28	\$7,023	\$7,375	\$7,743	\$8,131	\$8,537	\$8,964	\$9,412
1/1/2023	Assistant Harbormaster	HEA	25	\$6,067	\$6,370	\$6,689	\$7,023	\$7,375	\$7,743	\$8,131
1/1/2023	Boatyard Crew	HEA	18	\$4,312	\$4,527	\$4,754	\$4,991	\$5,241	\$5,503	\$5,778
1/1/2023	Boatyard Supervisor	HEA	23	\$5,503	\$5,778	\$6,067	\$6,370	\$6,689	\$7,023	\$7,375
1/1/2023	Customer Service Representative	HEA	19	\$4,527	\$4,754	\$4,991	\$5,241	\$5,503	\$5,778	\$6,067
1/1/2023	Deputy Harbormaster	HEA	22	\$5,241	\$5,503	\$5,778	\$6,067	\$6,370	\$6,689	\$7,023
1/1/2023	Facilities Coordinator	HEA	19	\$4,527	\$4,754	\$4,991	\$5,241	\$5,503	\$5,778	\$6,067
1/1/2023	Facilities Maintenance and Eng Manager	HMG	33	\$8,964	\$9,412	\$9,883	\$10,377	\$10,896	\$11,440	\$12,012
12/1/2023	Finance Officer	HEA	28	\$7,023	\$7,375	\$7,743	\$8,131	\$8,537	\$8,964	\$9,412
1/1/2023	Harbor Dredge Worker I	OE3	16	\$3,911	\$4,106	\$4,312	\$4,527	\$4,754	\$4,991	\$5,241
1/1/2023	Harbor Dredge Worker II	OE3	19	\$4,527	\$4,754	\$4,991	\$5,241	\$5,503	\$5,778	\$6,067
1/1/2023	Harbor Dredge Worker III	OE3	22	\$5,241	\$5,503	\$5,778	\$6,067	\$6,370	\$6,689	\$7,023
1/1/2023	Harbor Maintenance Worker I	HEA	16	\$3,911	\$4,106	\$4,312	\$4,527	\$4,754	\$4,991	\$5,241
1/1/2023	Harbor Maintenance Worker II	HEA	19	\$4,527	\$4,754	\$4,991	\$5,241	\$5,503	\$5,778	\$6,067
1/1/2023	Harbor Maintenance Worker III	HEA	22	\$5,241	\$5,503	\$5,778	\$6,067	\$6,370	\$6,689	\$7,023
1/1/2023	Harbormaster	HMG	33	\$8,964	\$9,412	\$9,883	\$10,377	\$10,896	\$11,440	\$12,012
1/1/2023	Parking Coordinator	HEA	19	\$4,527	\$4,754	\$4,991	\$5,241	\$5,503	\$5,778	\$6,067
1/1/2023	Port Director	NA	NA	\$9,167	NA	NA	NA	NA	NA	\$13,426
1/1/2023	Senior Deputy Harbormaster	HEA	23	\$5,503	\$5,778	\$6,067	\$6,370	\$6,689	\$7,023	\$7,375
1/1/2023	Supervising Harbor Dredge Worker	OE3	24	\$5,778	\$6,067	\$6,370	\$6,689	\$7,023	\$7,375	\$7,743
1/1/2023	Supervising Harbor Maintenance Worker	HEA	23	\$5,503	\$5,778	\$6,067	\$6,370	\$6,689	\$7,023	\$7,375

*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
2024

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
1/1/2024	Administrative Assistant I	HEA	20	\$4,873	\$5,116	\$5,372	\$5,641	\$5,923	\$6,219	\$6,530
1/1/2024	Administrative Services Officer	HEA	28	\$7,199	\$7,559	\$7,937	\$8,334	\$8,751	\$9,188	\$9,648
1/1/2024	Assistant Harbormaster	HEA	25	\$6,219	\$6,530	\$6,856	\$7,199	\$7,559	\$7,937	\$8,334
1/1/2024	Boatyard Crew	HEA	18	\$4,420	\$4,641	\$4,873	\$5,116	\$5,372	\$5,641	\$5,923
1/1/2024	Boatyard Supervisor	HEA	23	\$5,641	\$5,923	\$6,219	\$6,530	\$6,856	\$7,199	\$7,559
1/1/2024	Customer Service Representative	HEA	19	\$4,641	\$4,873	\$5,116	\$5,372	\$5,641	\$5,923	\$6,219
1/1/2024	Deputy Harbormaster	HEA	22	\$5,372	\$5,641	\$5,923	\$6,219	\$6,530	\$6,856	\$7,199
1/1/2024	Facilities Coordinator	HEA	19	\$4,641	\$4,873	\$5,116	\$5,372	\$5,641	\$5,923	\$6,219
1/1/2024	Facilities Maintenance and Eng Manager	HMG	33	\$9,188	\$9,648	\$10,130	\$10,636	\$11,168	\$11,727	\$12,313
1/1/2024	Finance Officer	HEA	28	\$7,199	\$7,559	\$7,937	\$8,334	\$8,751	\$9,188	\$9,648
1/1/2024	Harbor Dredge Worker I	OE3	16	\$4,009	\$4,209	\$4,420	\$4,641	\$4,873	\$5,116	\$5,372
1/1/2024	Harbor Dredge Worker II	OE3	19	\$4,641	\$4,873	\$5,116	\$5,372	\$5,641	\$5,923	\$6,219
1/1/2024	Harbor Dredge Worker III	OE3	22	\$5,372	\$5,641	\$5,923	\$6,219	\$6,530	\$6,856	\$7,199
1/1/2024	Harbor Maintenance Worker I	HEA	16	\$4,009	\$4,209	\$4,420	\$4,641	\$4,873	\$5,116	\$5,372
1/1/2024	Harbor Maintenance Worker II	HEA	19	\$4,641	\$4,873	\$5,116	\$5,372	\$5,641	\$5,923	\$6,219
1/1/2024	Harbor Maintenance Worker III	HEA	22	\$5,372	\$5,641	\$5,923	\$6,219	\$6,530	\$6,856	\$7,199
1/1/2024	Harbormaster	HMG	33	\$9,188	\$9,648	\$10,130	\$10,636	\$11,168	\$11,727	\$12,313
1/1/2024	Parking Coordinator	HEA	19	\$4,641	\$4,873	\$5,116	\$5,372	\$5,641	\$5,923	\$6,219
1/1/2024	Port Director	NA	NA	\$9,167	NA	NA	NA	NA	NA	\$13,426
1/1/2024	Senior Deputy Harbormaster	HEA	23	\$5,641	\$5,923	\$6,219	\$6,530	\$6,856	\$7,199	\$7,559
1/1/2024	Supervising Harbor Dredge Worker	OE3	24	\$5,923	\$6,219	\$6,530	\$6,856	\$7,199	\$7,559	\$7,937
1/1/2024	Supervising Harbor Maintenance Worker	HEA	23	\$5,641	\$5,923	\$6,219	\$6,530	\$6,856	\$7,199	\$7,559

*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
Accounts Payable Monthly Check Register
November 2023

Date	No.	Vendor	Description	Amount
11/2/2023	59029	Alberi, Steve	Security Deposit Refund	\$ 168.66
11/2/2023	59030	Amazon Capital Services	Bird Deterrent	\$ 71.90
11/2/2023	59031	A Sign ASAP!	Dock Gate Signage	\$ 197.55
11/2/2023	59032	Batteries + Bulbs	Parking Meter Batteries	\$ 61.24
11/2/2023	59033	Bay Building Janitorial, Inc.	Janitorial Services, Refuse Collection	\$ 12,918.66
11/2/2023	59034	Bay Plumbing Supply, Inc.	V-Dock Restroom Shower Head	\$ 77.50
11/2/2023	59035	Bayside Oil II, Inc.	Waste Oil Disposal	\$ 237.25
11/2/2023	59036	Big Creek	345 Lake Avenue Floor Trim, Drill Bit, Concrete	\$ 103.17
11/2/2023	59037	Comcast	Business Internet	\$ 167.67
11/2/2023	59038	Core & Main LP	Fusion Machine Arm Kit & Data Log Calibration	\$ 1,286.57
11/2/2023	59039	County of Santa Cruz Auditor	Citation Tax (August & September)	\$ 8,971.50
11/2/2023	59040	Crow's Nest Restaurant	1/2 Concession Lot Garbage (Tenant Reimbursable)	\$ 2,457.18
11/2/2023	59041	Data Ticket, Inc.	Citation Processing (September)	\$ 591.84
11/2/2023	59042	Elevator Service Company	2222 East Cliff Drive Elevator Service Call	\$ 615.00
11/2/2023	59043	Ewing Irrigation Products, Inc.	Irrigation Tubing & Fittings	\$ 88.21
11/2/2023	59044	Fastrak Violation Processing Department	Bridge Toll	\$ 9.75
11/2/2023	59045	Fehr Engineering Company, Inc.	Engineering Services: G-Dock Lift Station	\$ 200.00
11/2/2023	59046	Grainger	Disposable Gloves, Parking Barrier, Traffic Signage, Carrying Cases, Pipe Caps, Duct Tape, Wrench	\$ 705.57
11/2/2023	59047	Home Depot Credit Services	Garden Hose, Sander, Sanding Discs, Work Light, Hose Adapter, 345 Lake Avenue Window Replacement	\$ 370.87
11/2/2023	59048	Horton, Michelle	Event Security Deposit Refund	\$ 685.00
11/2/2023	59049	Hose Shop	<i>Twin Lakes</i> Hose Fittings, Pipe Wrap Tape	\$ 383.60
11/2/2023	59050	Keco Inc.	Marine Pump Out Hose Replacement	\$ 1,141.56
11/2/2023	59051	Lawson	<i>Twin Lakes</i> Snorkel Bolts, Hydraulic Hose Fittings, Hose Adapter, Pipeline Hardware	\$ 2,975.85
11/2/2023	59052	Lighthouse Welding	<i>Twin Lakes</i> Snorkel Repairs	\$ 1,113.00
11/2/2023	59053	Linde Gas & Equipment, Inc.	Welding Gas	\$ 318.15
11/2/2023	59054	McMaster-Carr Supply Company	<i>Twin Lakes</i> Snorkel & Christmas Tree Hardware, Dozer Grease Fittings	\$ 382.33
11/2/2023	59055	Michael K. Nunley & Associates, Inc.	Engineering Services: G-Dock Lift Station	\$ 943.99
11/2/2023	59056	Mid County Auto Supply	Travelift Lubricant	\$ 75.25
11/2/2023	59057	Mission Uniform Service	Uniform Service	\$ 465.46
11/2/2023	59058	MKB Stormwater Innovation	Stormwater Filters	\$ 2,601.24
11/2/2023	59059	Mutual of Omaha	Life/LTD/AD&D Insurance	\$ 895.41

Santa Cruz Port District
Accounts Payable Monthly Check Register
November 2023

Date	No.	Vendor	Description	Amount
11/2/2023	59060	Pacific Gas & Electric Company	Utilities	\$ 15,808.51
11/2/2023	59061	Palace Business Solutions	Office Supplies	\$ 116.84
11/2/2023	59062	Peterson	Dozer Key	\$ 8.27
11/2/2023	59063	Quadient, Inc.	Postage	\$ 500.00
11/2/2023	59064	Quadient Leasing USA, Inc.	Postage Meter Lease	\$ 207.04
11/2/2023	59065	Royal Wholesale Electric	Aerator Starter Motor	\$ 2,817.65
11/2/2023	59066	San Lorenzo	Launch Ramp Chocks, Pressure Treated Beams	\$ 490.10
11/2/2023	59067	Michael Smith	Backflow Testing	\$ 689.00
11/2/2023	59068	Santa Cruz Records Management, Inc.	Document Shredding	\$ 18.70
11/2/2023	59069	SC Fuels	Fuel Dock Gas & Diesel	\$ 35,496.72
11/2/2023	59070	Santa Cruz Municipal Utilities	Utilities	\$ 17,789.54
11/2/2023	59071	Starink, Angelo	Event Security Deposit Refund	\$ 500.00
11/2/2023	59072	Svendsen's Boat Works	Dredge Paint	\$ 85.06
11/2/2023	59073	The Home Depot Pro Institutional	Janitorial Supplies	\$ 4,278.91
11/2/2023	59074	Total Secure Technology	E-mail Scanning & Backup	\$ 484.60
11/2/2023	59075	TranSystems Corporation	Engineering Services: Murray Street Bridge Seismic Retrofit Project	\$ 18,310.00
11/2/2023	59076	Villa, Andrea	Security Deposit Refund	\$ 200.00
11/2/2023	59077	Washington Chain & Supply, Inc.	<i>Twin Lakes</i> Chain	\$ 1,853.52
11/2/2023	59078	Weisert, Hilary	Pro-rated Medical Expense Reimbursement	\$ 58.33
11/2/2023	59079	West Coast Cranes, Inc.	Crane Rental	\$ 4,224.00
11/2/2023	59080	West Marine Pro	Dock Line, VHF Radio, <i>Twin Lakes</i> Anodes	\$ 631.81
11/2/2023	59081	West Marine Pro	Boatyard Retail Items	\$ 671.80
11/2/2023	59082	Whitson Engineers	Engineering Services: Concession Parking Lot ADA Improvements	\$ 2,820.50
11/2/2023	59083	B AND B Small Engine	Chain Saw Chain Replacement	\$ 213.56
11/9/2023	59084	Auxiliary Coast Guard Div 6	Change of Watch Luncheon Registration	\$ 111.00
11/20/2023	59085	Ace Portable Services	Portable Toilet Rental	\$ 441.27
11/20/2023	59086	Airtec Service	2222 East Cliff Drive Boiler Replacement	\$ 30,822.00
11/20/2023	59087	Allied Administrators for Delta Dental	Dental Insurance	\$ 2,728.75
11/20/2023	59088	Allied Universal	Security Patrol	\$ 5,559.84
11/20/2023	59089	Amazon Capital Services	Gasket Cutting Supplies, Pipe Wrench, Respirator, Respirator Cartridges, <i>Twin Lakes</i> Rope, Hazmat Storage, VHF Radio Antennas, Drill Bit Set	\$ 1,511.54
11/20/2023	59090	Amerigas	Ancillary Equipment Fuel	\$ 117.25

Santa Cruz Port District
Accounts Payable Monthly Check Register
November 2023

Date	No.	Vendor	Description	Amount
11/20/2023	59091	Aramark	Dredge Staff Uniform Sweatshirts	\$ 101.32
11/20/2023	59092	Associated Right of Way Services, Inc.	Murray Street Bridge Seismic Retrofit Project Waterline Easement Appraisal (\$5,000 Reimbursable)	\$ 6,500.00
11/20/2023	59093	AT&T	Telephone	\$ 828.30
11/20/2023	59094	Avaya, Inc.	Telephone System Lease	\$ 323.09
11/20/2023	59095	Batteries + Bulbs	Parking Meter Batteries	\$ 30.62
11/20/2023	59096	Bay Plumbing Supply, Inc.	X-Dock Restroom Sink Replacement, Urinal Kits	\$ 296.63
11/20/2023	59097	Bayside Oil II, Inc.	Waste Oil & Filter Disposal, <i>Twin Lakes</i> Hydraulic Oil	\$ 2,534.35
11/20/2023	59098	Bow Wow Pet Waste Products	Pet Waste Station Bags	\$ 210.88
11/20/2023	59099	Carpi & Clay	Washington Representation	\$ 800.00
11/20/2023	59100	Central Coast Systems	Quarterly Alarm Monitoring	\$ 210.00
11/20/2023	59101	City of Santa Cruz Landfill	Waste Wood Disposal	\$ 25.33
11/20/2023	59102	Comcast	Business Internet	\$ 279.41
11/20/2023	59103	Complete Mailing Service	Statement Mailing & Postage	\$ 621.23
11/20/2023	59104	County of Santa Cruz DPW	Hazmat Waste Disposal	\$ 127.00
11/20/2023	59105	Crystal Springs Water Co.	Boatyard Drinking Water	\$ 6.50
11/20/2023	59106	Dave's Repair Service	Underground Storage Tank Triennial Vapor Test	\$ 1,000.00
11/20/2023	59107	Elevator Service Company	Monthly Service	\$ 470.00
11/20/2023	59108	FedEx Office	Shipping	\$ 301.89
11/20/2023	59109	Ferguson Enterprises, Inc.	2222 East Cliff Drive Water Heater Replacement	\$ 3,175.25
11/20/2023	59110	Fresno Pipe & Supply	<i>Twin Lakes</i> Hose Connection	\$ 118.83
11/20/2023	59111	Garda CL West, Inc.	Deposit Courier Service	\$ 776.26
11/20/2023	59112	Grainger	Disposable Gloves, Stormwater Testing Vials & Buffer Solution, Respirator, Drill Bit Set, Stool, Pipeline Sealant, Paint Supplies, Pipe Wrenches	\$ 1,757.40
11/20/2023	59113	Gsolutionz	Telephone System Maintenance	\$ 240.95
11/20/2023	59114	Hose Shop	<i>Squirt</i> Hose Adapters & Hydraulic Couplers	\$ 993.02
11/20/2023	59115	Israde,Manuel	Security Deposit Refund	\$ 116.54
11/20/2023	59116	Lawson	<i>Twin Lakes</i> Pipe Flange, <i>Twin Lakes</i> Pipeline Washers, Hand Cleaner, <i>Twin Lakes</i> Hydraulic Hose, <i>Twin Lakes</i> Hose Fittings	\$ 2,761.93
11/20/2023	59117	Marine Lien Sale Service	Vessel Lien Fees	\$ 180.00
11/20/2023	59118	McDermott, Dick	497 Lake Avenue Installment Payment	\$ 4,535.45
11/20/2023	59119	McMaster-Carr Supply Company	<i>Twin Lakes</i> Pressure Gauge, <i>Twin Lakes</i> Air Drain Valve <i>Twin Lakes</i> Air Regulator, <i>Squirt</i> Cutter Key, <i>Squirt</i> Cutter Shaft Collar, Padlocks	\$ 1,614.81

Santa Cruz Port District
Accounts Payable Monthly Check Register
November 2023

Date	No.	Vendor	Description	Amount
11/20/2023	59120	Melrose, Peter	Mileage Expense Reimbursement	\$ 66.41
11/20/2023	59121	Mesiti-Miller Engineering, Inc.	Engineering Services: 2222 East Cliff Drive Deck Replacement Project	\$ 2,317.00
11/20/2023	59122	Mid County Auto Supply	Dredge Vehicle Light Socket & Bulb Replacement, Dredge Vehicle Battery Replacement, Diesel Exhaust Fluid, Dredge Vehicle Oil & Filter, Cat Forklift Starter, Power Window Switch, Shop Towels, <i>Twin Lakes</i> Hydraulic Filters	\$ 1,886.42
11/20/2023	59123	Mission Uniform Service	Uniform Service & First Aid Kit Service	\$ 813.65
11/20/2023	59124	Monterey Bay Air Resources District	Annual Permit Fees	\$ 4,511.00
11/20/2023	59125	Moore & Sons Outboard Motors, Inc.	Maintenance Work Boat Propeller	\$ 879.67
11/20/2023	59126	Operating Engineers Local Union No. 3	Union Dues (Payroll Deduction)	\$ 272.00
11/20/2023	59127	Pacific Gas & Electric Company	Utilities	\$ 12,276.64
11/20/2023	59128	Palace Business Solutions	Office Supplies	\$ 172.03
11/20/2023	59129	Peninsula Diesel Inc.	<i>Twin Lakes</i> Heat Exchanger	\$ 3,121.59
11/20/2023	59130	Peterson	<i>Twin Lakes</i> Radiator Caps	\$ 109.78
11/20/2023	59131	Reynolds, Travis	Security Deposit Refund	\$ 141.04
11/20/2023	59132	Riverside Lighting & Electric	Dock Lights, Restroom Lightbulbs	\$ 225.49
11/20/2023	59133	Santa Cruz Fire Equipment Company	Fire Extinguisher Replacement	\$ 94.29
11/20/2023	59134	Santa Cruz Tire & Auto Care	Maintenance Vehicle Oil Change & Tie Rod Replacement	\$ 781.64
11/20/2023	59135	SC Fuels	Fuel Dock Gas & Diesel	\$ 62,828.87
11/20/2023	59136	Scheidt & Bachmann	Monthly Service	\$ 2,685.09
11/20/2023	59137	Santa Cruz Municipal Utilities	Utilities	\$ 9,092.25
11/20/2023	59138	Sittonm Michael	Security Deposit Refund	\$ 134.30
11/20/2023	59139	SSB Construction	2222 East Cliff Drive Deck Replacement Project (Progress Payment)	\$ 108,258.45
11/20/2023	59140	The Home Depot Pro Institutional	Janitorial Supplies	\$ 1,721.66
11/20/2023	59141	Total Secure Technology	Technical Support (October)	\$ 120.00
11/20/2023	59142	Uline	Traffic Signage	\$ 177.95
11/20/2023	59143	U.S. Bank Equipment Finance	Copier Leases	\$ 153.05
11/20/2023	59144	Verizon Wireless	Cell Phone & Tablet Service, RV Park iPad	\$ 1,127.65
11/20/2023	59145	Mark Larsen DBA: Viking	Harbor Office Window Cleaning	\$ 35.00
11/20/2023	59146	West Coast Cranes, Inc.	Crane Rental	\$ 4,224.00
11/20/2023	59147	West Marine Pro	<i>Twin Lakes</i> Anodes, Maintenance Workboat Fuel Tank, Boatyard Retail Items	\$ 225.49
11/3/2023	Various	Various Employees	10/16/23-10/31/23 Payroll	\$ 9,833.65
11/20/2023	Various	Various Employees	11/1/23-11/15/23 Payroll	\$ 7,280.47

Santa Cruz Port District
Accounts Payable Monthly Check Register
November 2023

Date	No.	Vendor	Description	Amount
11/1/2023	EFT	Campspot	RV Park Software Monthly Fee	\$ 139.60
11/1/2023	EFT	Merchant Services	Online Billpay Credit Card Fees	\$ 471.86
11/1/2023	EFT	Merchant Services	CALE Credit Card Fees	\$ 1,663.97
11/1/2023	EFT	Merchant Services	Boatyard Credit Card Fees	\$ 728.49
11/1/2023	EFT	Gravity Payments	Front Desk Credit Card Fees	\$ 2,720.92
11/1/2023	EFT	Gravity Payments	RV Park Credit Card Fees	\$ 30.00
11/1/2023	EFT	Windcave, Inc.	Concession Lot Credit Card Fees	\$ 2,553.96
11/1/2023	EFT	Comerica Bank	Service Charges	\$ 759.94
11/1/2023	EFT	Comerica Commercial Card Services	WhenIWork Subscription, Zoom Subscription, Office Supplies, Car Show Prizes, Amazon Prime Subscription, Hydrogen Sulfide Test Module Calibration, Commission Meeting Refreshments, Dock Light Bulbs, Harbor Patrol Uniform Patches, HDMI Cable, Emergency Blankets, Boatyard Forklift Fuel, Web Camera, Desktop Monitor, Confined Space Training, Moss Cleaner, <i>Twin Lakes</i> Pipe Weights, Irrigation Solenoid Valve, Knife Sharpener, <i>Twin Lakes</i> Hatches, Harbor Patrol Rifle Magazines, Grease, Hydraulic Oil, Butane Torches, Penetrating Oil, Paring Knives	\$ 9,641.87
11/1/2023	EFT	ElectronicPayments	Fuel Dock Credit Card Fees	\$ 985.38
11/1/2023	EFT	Cardconnect	RV Park Credit Card Fees	\$ 320.40
11/1/2023	EFT	Transaction Express	Online Billpay ACH Fees	\$ 569.23
11/1/2023	EFT	Gravity Payments	Front Desk Credit Card Gateway Fee	\$ 24.08
11/3/2023	EFT	PAYCHEX	10/16/23-10/31/23 Payroll Direct Deposit	\$ 65,638.18
11/3/2023	EFT	PAYCHEX	10/16/23-10/31/23 Payroll Taxes	\$ 31,219.35
11/3/2023	EFT	PAYCHEX	Payroll Service Fees	\$ 342.27
11/8/2023	EFT	CalPERS	Health Insurance	\$ 45,999.10
11/8/2023	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 8,746.63
11/8/2023	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 7,204.72
11/8/2023	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 1,786.07
11/8/2023	EFT	CalPERS	457 Contributions (Payroll Deduction)	\$ 3,939.36
11/9/2023	EFT	Empower Retirement	457 Loan Repayments (Payroll Deduction)	\$ 677.71
11/9/2023	EFT	Comerica Bank	Service Charges	\$ 156.71
11/13/2023	EFT	Gravity Payments	RV Park Credit Card Gateway Fee	\$ 10.00
11/20/2023	EFT	PAYCHEX	11/1/23-11/15/23 Payroll Direct Deposit	\$ 66,812.38
11/20/2023	EFT	PAYCHEX	11/1/23-11/15/23 Payroll Taxes	\$ 3,110.39
11/20/2023	EFT	PAYCHEX	Payroll Service Fees	\$ 417.50
11/20/2023	EFT	PAYCHEX	Time & Attendance Fees	\$ 119.90

Santa Cruz Port District
Accounts Payable Monthly Check Register
 November 2023

Date	No.	Vendor	Description	Amount
11/20/2023	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 9,059.95
11/20/2023	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 7,206.18
11/20/2023	EFT	CalPERS	Retirement Contributions (Employee & Employer)	\$ 1,787.63
11/20/2023	EFT	CalPERS	457 Contributions (Payroll Deduction)	\$ 3,991.76
11/21/2023	EFT	Empower Retirement	457 Loan Repayments (Payroll Deduction)	\$ 300.89
11/30/2023	EFT	Windcave, Inc.	Concession Lot Credit Card Gateway Fee	\$ 656.86
Total November 2023 Disbursements				\$ 737,143.80

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 4, 2023
SUBJECT: Port Director's Report – December 12, 2023

California Marine Affairs and Navigation Conference (CMANC) - Washington Week

The annual CMANC conference in Washington DC is scheduled for the week of February 12, 2024. In addition to advocating for the District's annual \$525,000 reimbursement from the U.S. Army Corps of Engineers (Corps), a meeting with Corps representatives is being arranged to discuss the renewal of a new 10-year Memorandum of Agreement.

Commission approval for out-of-state travel for the Port Director and one additional District representative is requested.

Draft FY25 Budget

To accommodate the 2024 CMANC conference schedule, review of the draft FY25 budget will occur earlier than usual at a special public budget session on Tuesday, February 6, 2024, at 5:30 PM.

Murray Street Bridge Seismic Retrofit Project Update

The City of Santa Cruz received bids for the Murray Street Bridge Seismic Retrofit Project on December 5, 2023. One bid was received from Granite Construction in the amount of \$57 million (initial construction estimate was \$24 million). The City and their consultant, TRC, are currently reviewing options for moving this state-mandated project forward, despite the substantial bid price.



TO: Port Commission
FROM: Blake Anderson, Harbormaster
DATE: December 4, 2023
SUBJECT: Harbormaster's Report

Fisheries Disaster Determination

On November 21, 2023, United States Secretary of Commerce declared a fishery resource disaster for the 2023 salmon season. The declaration is welcome news as it opens a pathway to much needed financial assistance for our commercial fleet and other businesses affected by the closure. Port District staff is following the process closely and will work to ensure those affected by the closure have access to the funds when they are released.

Lighted Boat Parade

The Santa Cruz Yacht Club's Lighted Boat Parade was held on December 2, 2023. Once again, crowds filled the harbor in droves. Overall, it was a great community event and staff did not encounter any major issues. A big thank you to the Coast Guard Auxiliary for their continued assistance with ensuring visitor safety during the event.

Boating Accident Investigation Training

One Deputy Harbormaster attended a week-long training in Los Angeles at the Maritime Law Enforcement Training Center from November 13-17, 2023. The course, which is reimbursable through the California Division of Boating and Waterways, focused on boating accident investigation and report writing.

Annual Fuel Dock Operator Training

Deputy Harbormasters, operations, and maintenance staff participated in an annual fuel dock operations training with Triton Construction. The annual training, which is required under the District's operating permit, included a review of the fuel system, troubleshooting, emergency procedures, record keeping, hazmat mitigation, and best management practices. Additionally, the Port District's underground fuel storage tanks passed the triennial vapor recovery test, which is required by the County of Santa Cruz every three years.

California Department of Justice (DOJ) Training

Deputy Harbormaster staff completed California's DOJ biannual security training and certification test. The training certificate is required to maintain access to confidential databases and to receive law enforcement information such as DMV records, criminal history, and identification records.

Peace Officer Training – Online Modules

The Port District has contracted with Lexipol, our law enforcement policy provider, to offer online training for Deputy Harbormasters. The system is used by many law enforcement agencies throughout the state to supplement existing in-person training. Much of the curriculum is certified by the California Commission on Peace Officer Standards of Training (POST). Examples of POST-certified training topics include De-escalation Strategies and Techniques, Crisis Intervention in Dealing with Mentally Ill Subjects, Duty to Intercede, Anti-Bias Training for Law Enforcement, Becoming a Leader in Law Enforcement, and Connecting Youth and Communities with Law Enforcement.

Fisheries Report

Postponed to January 2024

Squirt

The dredge crew continues to dredge the J/J fairway. They will move to X/J fairway around December 22, 2023.

Maintenance:

North Harbor Transformer Replacement Project

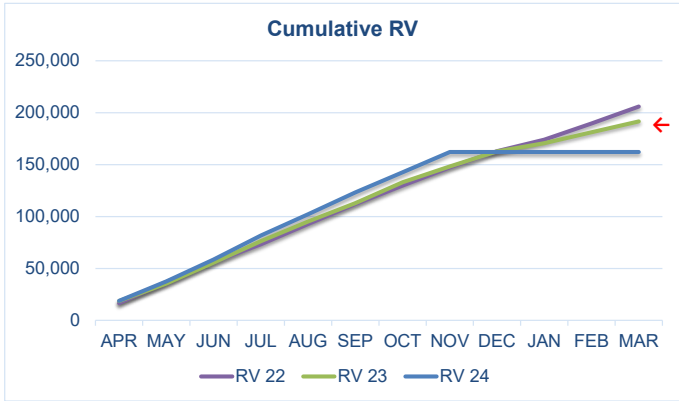
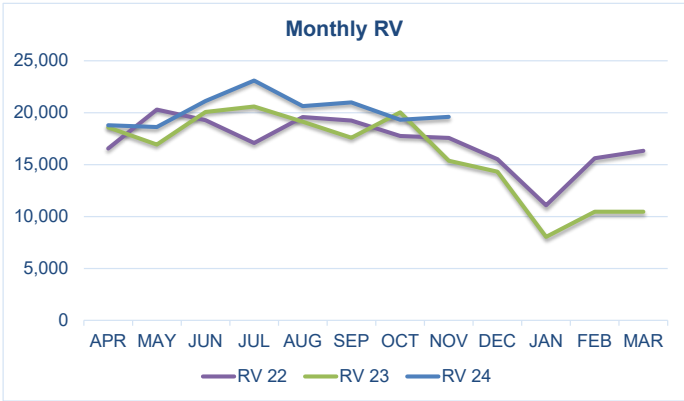
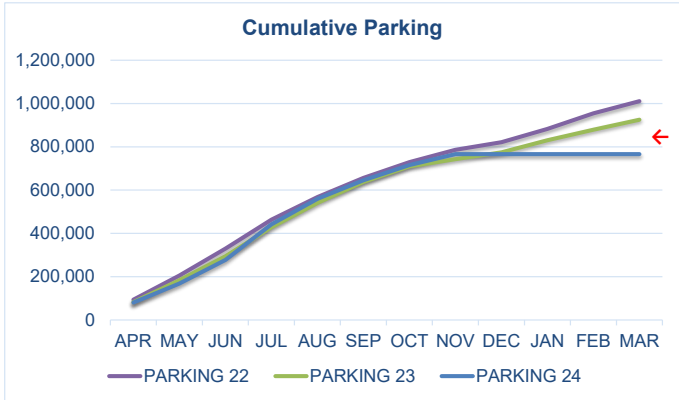
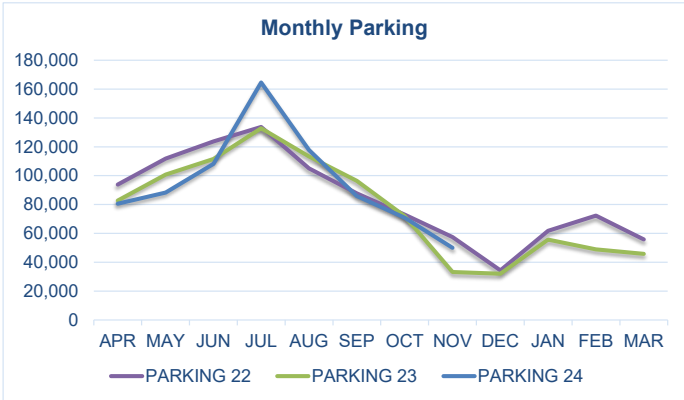
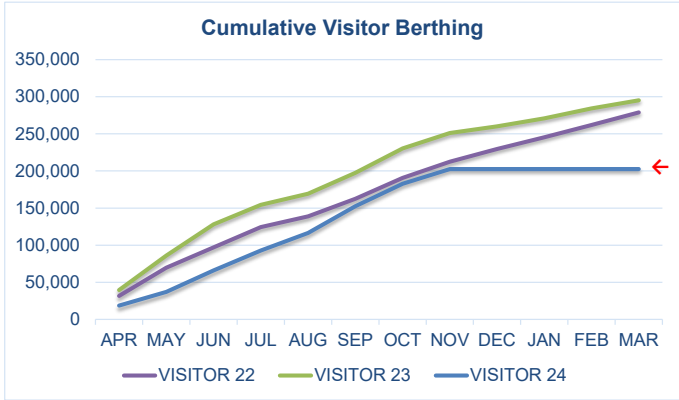
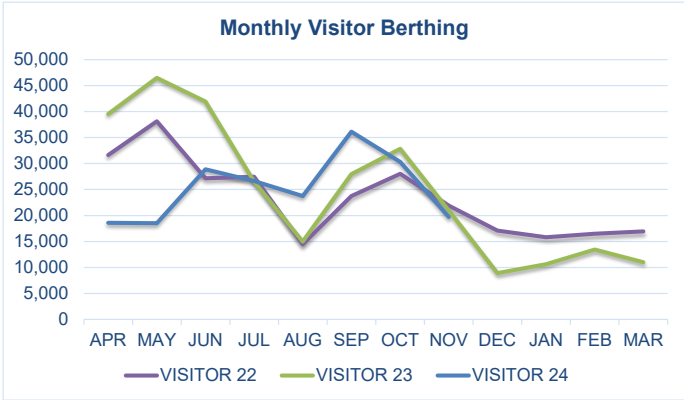
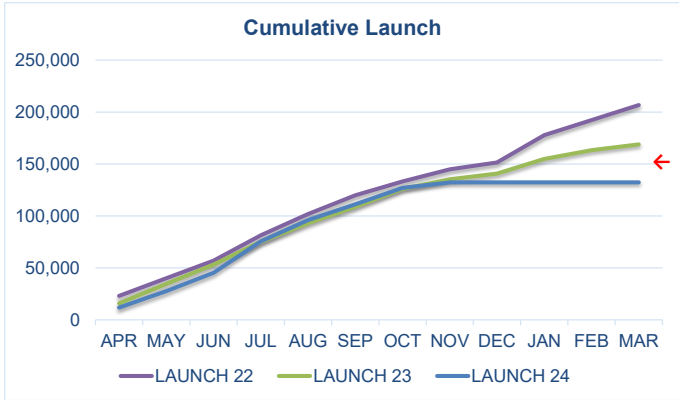
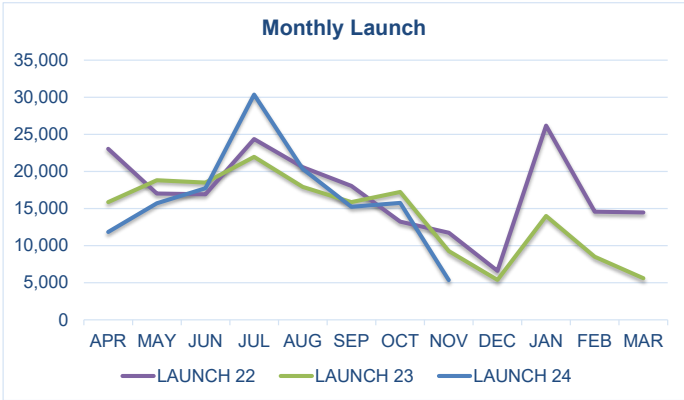
Staff is working with the TranSystems to modify minor portions of the scope of work in preparation to readvertise in early 2024.

G-Dock Lift Station Upgrade Project

Staff is working with MKN Consultants to modify the scope of work and provide more detailed information to prospective bidders. The project will be readvertised in Spring 2024.

Santa Cruz Port District
SEASONAL INCOME
 For the Eight Months Ending November 30, 2023

FY24 Budget ←



Santa Cruz Port District
Monthly Budget Report
For the Eight Months Ending November 30, 2023

Account	Description	YTD	FY24 BUDGET	% BUDGET	FY23 YTD	Variance
OPERATING INCOME						
000-000-000-0000-4000	Slip Rent Permanent	\$3,348,233	\$5,030,700	67%	\$3,221,128	\$127,105
000-000-000-0000-4002	Slip Rent Visitors	\$202,584	\$210,000	96%	\$251,233	(\$48,649)
000-000-000-0000-4003	Annual Slip Rent Discount	(\$714)	(\$1,225)	58%	(\$775)	\$60
000-000-000-0000-4006	Tenant Concession Rent	\$1,444,856	\$2,054,400	70%	\$1,493,852	(\$48,996)
000-000-000-0000-4008	Misc. Tenant Rent (Sewer)	\$52,057	\$135,000	39%	\$45,637	\$6,419
000-000-000-0000-4010	Launch Fees	\$132,335	\$155,000	85%	\$135,407	(\$3,072)
000-000-000-0000-4012	Liveaboard	\$71,467	\$75,000	95%	\$52,466	\$19,001
000-000-000-0000-4014	Catamaran Storage	\$19,467	\$26,000	75%	\$18,900	\$567
000-000-000-0000-4016	North Harbor Dry Storage	\$138,012	\$195,000	71%	\$131,571	\$6,441
000-000-000-0000-4018	7th Ave Dry Storage	\$84,431	\$122,000	69%	\$81,427	\$3,003
000-000-000-0000-4020	Waiting List	\$12,402	\$120,000	10%	\$11,300	\$1,102
000-000-000-0000-4024	Slip Leave Option		\$3,000	0%		\$0
000-000-000-0000-4026	Partnership Fees	\$22,506	\$30,000	75%	\$21,416	\$1,090
000-000-000-0000-4028	Sublease Fees	\$26,837	\$35,000	77%	\$32,785	(\$5,948)
000-000-000-0000-4030	Variable/Utility Fees	\$162,880	\$207,250	79%	\$143,505	\$19,375
000-000-000-0000-4032	Late Fees	\$34,996	\$50,000	70%	\$36,997	(\$2,002)
000-000-000-0000-4036	Citations	\$114,838	\$98,000	117%	\$96,489	\$18,349
000-000-000-0000-4040	Credit Card Convenience Charges	\$19,935	\$22,000	91%	\$18,175	\$1,760
000-000-000-0000-4100	Parking - Concession Lot	\$442,829	\$880,000	86%	\$413,351	\$29,478
000-000-000-0000-4102	Parking - Launch Area	\$15,127			\$29,655	(\$14,528)
000-000-000-0000-4104	Parking - Southwest	\$159,588			\$140,020	\$19,568
000-000-000-0000-4106	Parking - North	\$25,794			\$27,727	(\$1,933)
000-000-000-0000-4108	Parking - Southeast	\$102,562			\$113,221	(\$10,660)
000-000-000-0000-4118	Meter Permits	\$8,399			\$9,399	(\$1,001)
000-000-000-0000-4120	Slip Renter Parking Permits	\$11,930	\$26,000	46%	\$9,389	\$2,541
000-000-000-0000-4122	RV Parking	\$162,146	\$195,000	83%	\$148,306	\$13,840
000-000-000-0000-4200	Fuel Sales Gasoline	\$245,192	\$345,000	71%	\$421,021	(\$175,829)
000-000-000-0000-4202	Fuel Sales Diesel	\$241,774	\$465,000	52%	\$564,998	(\$323,224)
000-000-000-0000-420	Fuel Service Call Back Charges				\$10	
000-000-000-0000-4210	Wash Rack	\$7,172	\$6,500	110%	\$8,905	(\$1,733)
000-000-000-0000-4220	Boatyard Retail	\$13,232	\$16,500	80%	\$20,258	(\$7,026)
000-000-000-0000-4225	Boatyard Labor	\$1,617	\$750	216%	\$325	\$1,292
000-000-000-0000-4230	Boatyard Rental	\$1,410	\$3,000	47%	\$3,715	(\$2,305)
000-000-000-0000-4235	Boatyard Misc.	\$26,144	\$32,000	82%	\$27,677	(\$1,533)
000-000-000-0000-4240	Lay Days/Storage	\$73,955	\$140,000	53%	\$144,812	(\$70,858)
000-000-000-0000-4245	Vessel Haulout	\$106,549	\$132,000	81%	\$109,294	(\$2,746)
000-000-000-0000-4250	Vessel Berthing	\$33,032	\$32,000	103%	\$32,998	\$34
	OPERATING INCOME	\$7,565,570	\$10,840,875	70%	\$8,016,595	(\$451,025)

Santa Cruz Port District
Monthly Budget Report
For the Eight Months Ending November 30, 2023

Account	Description	YTD	FY24 BUDGET	% BUDGET	FY23 YTD	Variance
EXPENSE SUMMARY BY PROGRAM						
	Administrative Services (110)	\$555,191	\$889,563	62%	\$473,461	\$81,730
	Finance & Purchasing (120)	\$137,181	\$239,618	57%	\$133,731	\$3,450
	Property Management (130)	\$527,644	\$842,315	63%	\$406,814	\$120,830
	Environmental & Permitting (140)	\$109,910	\$189,158	58%	\$110,524	(\$614)
	Port Commission Support (190)	\$40,596	\$78,653	52%	\$36,846	\$3,751
	Harbor Patrol (210)	\$510,633	\$863,451	59%	\$535,374	(\$24,741)
	Marina Management (220)	\$384,936	\$611,835	63%	\$380,722	\$4,213
	Rescue Services (230)	\$74,225	\$144,756	51%	\$60,783	\$13,442
	Parking Services (240)	\$275,102	\$384,271	72%	\$287,754	(\$12,653)
	Events (250)	\$12,753	\$33,179	38%	\$17,572	(\$4,820)
	Fuel Services (280)	\$390,469	\$516,338	76%	\$773,933	(\$383,464)
	Docks, Piers, Marine Structures (310)	\$497,015	\$679,068	73%	\$332,930	\$164,085
	Utilities (320)	\$59,425	\$109,072	54%	\$68,238	(\$8,813)
	Buildings (330)	\$300,271	\$465,185	65%	\$249,841	\$50,429
	Grounds (340)	\$565,012	\$865,519	65%	\$610,390	(\$45,379)
	Aeration (350)	\$37,720	\$59,229	64%	\$24,864	\$12,856
	Fishery Support (360)	\$5,504	\$17,024	32%	\$7,803	(\$2,299)
	Capital Projects (390)	\$201,712	\$363,503	55%	\$229,820	(\$28,108)
	Dredging Operations (400)	\$1,048,867	\$1,653,480	63%	\$968,498	\$80,369
	Boatyard Operations (500)	\$239,213	\$408,535	59%	\$253,414	(\$14,202)
	OPERATING EXPENSES	\$5,973,376	\$9,413,753	63%	\$5,963,313	\$10,063
	OPERATING PROFIT	\$1,592,193	\$1,427,122	112%	\$2,053,282	(\$461,088)
NON OPERATING INCOME/(EXPENSE)						
000-000-000-0000-4300	Harbor Services Charge	\$4,866	\$10,000	49%	\$500	\$4,366
000-000-000-0000-4308	Interest Income	\$459,722	\$125,000	368%	\$66,231	\$393,491
000-000-000-0000-4310	Other Income	\$396,174	\$85,000	466%	\$96,497	\$299,677
000-000-000-0000-4375	USACE Reimbursement	\$262,500	\$525,000	50%		\$262,500
000-000-000-0000-4405	Grants - DBAW	\$13,552	\$12,000	113%	\$20,076	(\$6,524)
000-000-000-0000-4406	County Rescue Contribution	\$25,000	\$50,000	50%	\$25,000	\$0
000-000-000-0000-4408	Waste Oil Grant	\$9,030	\$12,000	75%	\$7,408	\$1,622
000-000-000-0000-4412	Tsunami Insurance Reimbursement		\$0	0%	\$270,000	(\$270,000)
000-000-000-0000-4500	Gain/(Loss) on Asset Disposal	\$3,050		0%	\$3,940	(\$890)
000-000-000-0000-4600	Cash Over/Under	(\$773)		0%	(\$356)	(\$417)
	Principal Debt Payments	(\$809,804)	(\$1,365,818)	59%	(\$777,279)	(\$32,525)
	Capital Improvement Program	\$2,208,280	(\$500,000)	(442%)	(\$254,040)	\$2,462,321
	Capitalized Expenses	(\$128,188)	(\$212,500)	60%	(\$165,712)	\$37,524
	Depreciation	(\$1,120,012)	\$0	0%	(\$1,120,012)	\$0
	NET INCOME/(LOSS)	\$2,915,591	\$167,804	1737%	\$225,532	\$2,690,058



Summary Statement

November 30, 2023

Page 1 of 3

Investor ID:

0000073-0000284 PDF 594101

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

California CLASS

California CLASS

Average Monthly Yield: 5.5451%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
Port District Main	17,244,720.18	250,000.00	0.00	78,593.83	373,314.01	17,255,673.31	17,573,314.01
TOTAL	17,244,720.18	250,000.00	0.00	78,593.83	373,314.01	17,255,673.31	17,573,314.01



Account Statement

November 30, 2023

Page 2 of 3

Account Number:

Port District Main

Account Summary

Average Monthly Yield: 5.5451%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
California CLASS	17,244,720.18	250,000.00	0.00	78,593.83	373,314.01	17,255,673.31	17,573,314.01

Transaction Activity

Transaction Date	Transaction Description	Contributions	Withdrawals	Balance	Transaction Number
11/01/2023	Beginning Balance			17,244,720.18	
11/30/2023	Contribution	250,000.00			2446
11/30/2023	Income Dividend Reinvestment	78,593.83			
11/30/2023	Ending Balance			17,573,314.01	



California CLASS

California CLASS

Date	Dividend Rate	Daily Yield
11/01/2023	0.000196291	5.5398%
11/02/2023	0.000107138	5.5370%
11/03/2023	0.000455112	5.5372%
11/04/2023	0.000000000	5.5372%
11/05/2023	0.000000000	5.5372%
11/06/2023	0.000151770	5.5396%
11/07/2023	0.000151735	5.5383%
11/08/2023	0.000151836	5.5420%
11/09/2023	0.000151827	5.5417%
11/10/2023	0.000454812	5.5335%
11/11/2023	0.000000000	5.5335%
11/12/2023	0.000000000	5.5335%
11/13/2023	0.000151821	5.5415%
11/14/2023	0.000151712	5.5375%
11/15/2023	0.000151816	5.5413%
11/16/2023	0.000151870	5.5432%
11/17/2023	0.000455568	5.5427%
11/18/2023	0.000000000	5.5427%
11/19/2023	0.000000000	5.5427%
11/20/2023	0.000151664	5.5357%
11/21/2023	0.000152025	5.5489%
11/22/2023	0.000304206	5.5518%
11/23/2023	0.000000000	5.5518%
11/24/2023	0.000456645	5.5558%
11/25/2023	0.000000000	5.5558%
11/26/2023	0.000000000	5.5558%
11/27/2023	0.000152250	5.5571%
11/28/2023	0.000152402	5.5627%
11/29/2023	0.000152482	5.5656%
11/30/2023	0.000152577	5.5691%

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.**

California State Treasurer
Fiona Ma, CPA



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

December 04, 2023

[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 2023 Statement

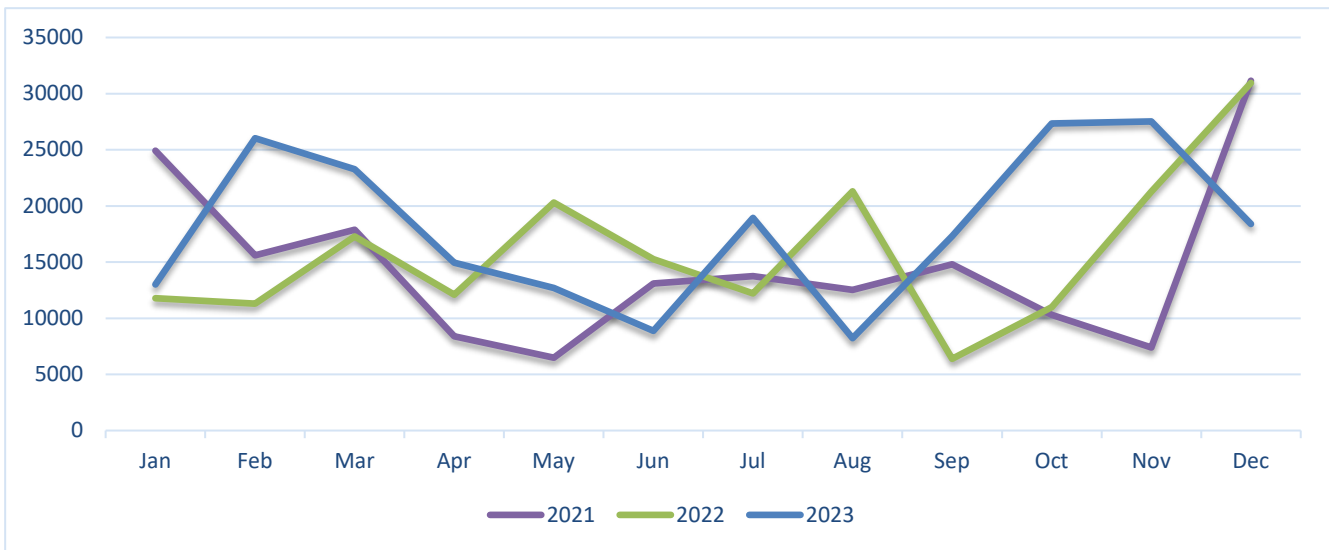
Account Summary

Total Deposit:	0.00	Beginning Balance:	289,076.62
Total Withdrawal:	0.00	Ending Balance:	289,076.62

Santa Cruz Port District
60 DAY DELINQUENT ACCOUNTS

The following accounts have balances 60 days delinquent as of December 5, 2023

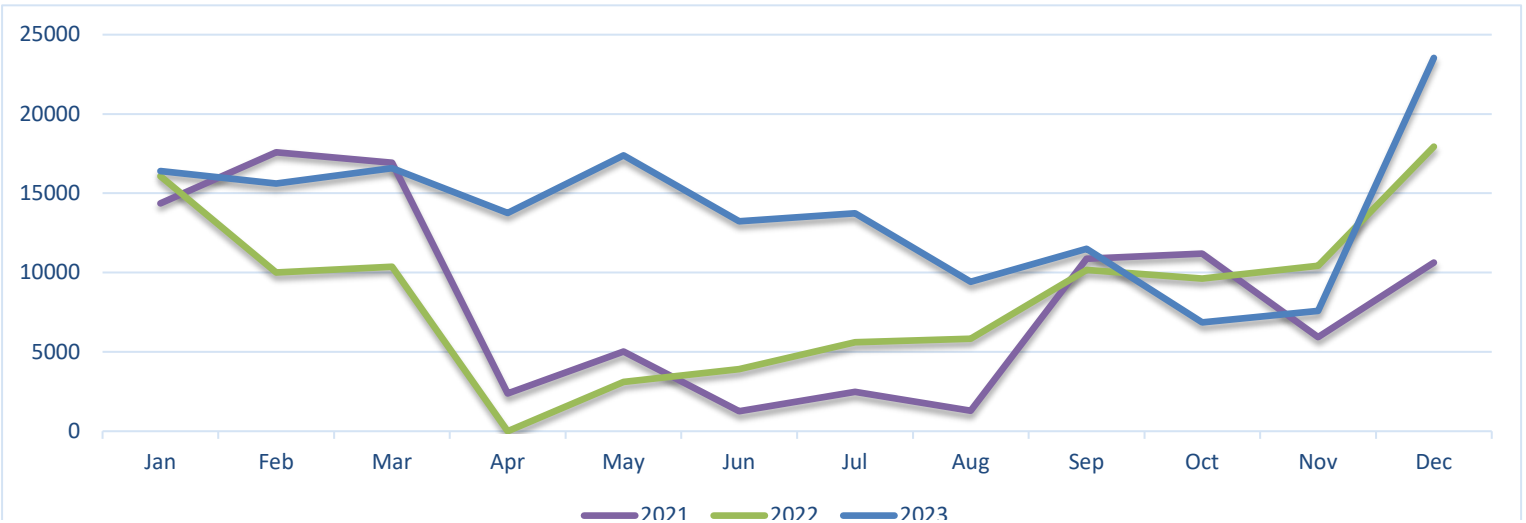
Account Number	Current Month	30 Day Balance	60 Day Balance	90 Day Balance	Total Balance
42228	925.48	928.36	614.30	0.00	2,468.14
55454	1,119.48	1,116.28	185.74	0.00	2,421.50
48780	551.96	547.64	499.75	0.00	1,599.35
57834	613.50	608.65	255.91	0.00	1,478.06
3530	539.02	577.80	351.12	0.00	1,467.94
55602	463.35	459.76	368.09	0.00	1,291.20
56494	537.71	462.72	2.99	0.00	1,003.42
55884	373.86	370.99	179.42	0.00	924.27
58110	442.08	438.64	28.46	0.00	909.18
3642	290.33	288.15	185.83	0.00	764.31
57956	377.43	374.52	9.38	0.00	761.33
58897	216.19	228.21	177.61	0.00	622.01
46108	201.18	199.73	173.29	0.00	574.20
58813	161.57	160.45	134.33	0.00	456.35
45142	301.80	65.18	46.42	0.00	413.40
59785	0.00	208.64	47.61	0.00	256.25
57560	101.29	88.68	65.03	0.00	255.00
48170	89.19	88.67	63.14	0.00	241.00
Total	\$ 7,305.42	\$ 7,213.07	\$ 3,388.42	\$ -	\$ 17,906.91



Santa Cruz Port District
90+ DAY DELINQUENT ACCOUNTS

The following accounts have balances 90 days delinquent or greater as of December 5, 2023

Account Number	Current Month	30 Day Balance	60 Day Balance	90+ Day Balance	Total Balance	Commercial Slip	Action
4076	2,190.62	2,173.02	2,155.43	2,166.38	8,685.45		Revoke
56573	582.18	615.34	610.50	542.98	2,351.00	X	Revoke
2002	-	-	434.12	1,360.17	1,794.29		Bad Debt
56970	536.80	532.61	528.43	150.00	1,747.84		Revoke
2093	511.94	507.95	513.82	16.25	1,549.96		Revoke
3094	435.67	432.32	570.27	102.13	1,540.39	X	Revoke
55382	382.61	454.08	455.89	132.05	1,424.63		Revoke
59229	252.92	251.06	249.21	222.36	975.55		Revoke
58496	291.82	289.65	287.47	104.00	972.94		Revoke
57958	217.76	216.19	214.63	188.06	836.64		Revoke
58308	162.69	161.57	160.45	134.33	619.04		Revoke
58302	93.11	92.55	67.15	362.92	615.73		Revoke
29726	-	-	-	420.21	420.21		Bad Debt
Total	\$ 5,658.12	\$ 5,726.34	\$ 6,247.37	\$ 5,901.84	\$ 23,533.67		





TO: Port Commission
FROM: Sean Rothwell, Assistant Harbormaster
DATE: December 1, 2023
SUBJECT: Harbor Patrol Incident Response Report – November 2023

Search and Rescue, Patrol Boat Response

- 11/16/23 Harbor Patrol responded to a report of a surfer in distress in the area of 38th Avenue. Upon arrival, the victim was assisted to shore by rescue swimmers. Harbor Patrol returned to the harbor without incident.
- 11/19/23 Harbor Patrol responded to a report of a kayaker in distress in the area of Santa Cruz Municipal Wharf. Upon arrival, Harbor Patrol assisted three victims on board the patrol boat and transported them back to the wharf landing. Harbor Patrol returned to the harbor without incident.
- 11/25/23 Harbor Patrol responded to a report of a swimmer in distress in the area of Capitola Beach. Upon arrival, the swimmer self-rescued. Harbor Patrol returned to the harbor without incident.
- 11/25/23 Harbor Patrol responded to a report of a capsized kayak in the area of Cowell Beach. Upon arrival, the victim was assisted to shore by rescue swimmers. Harbor Patrol returned to the harbor without incident.

Crime Reports, Assist Outside Department, and Incident Reports

- 11/7/23 Harbor Patrol responded to a report of a medical emergency at a harbor concessionaire after a subject suffered a possible seizure. Upon arrival, Harbor Patrol tended to the victim until paramedics arrived and transported the victim to Dominican Hospital by ambulance.
- 11/12/23 Harbor Patrol responded to a report of a medical emergency at a harbor concessionaire after a subject lost consciousness. Upon arrival, Harbor Patrol assisted the victim who was determined to be suffering from a diabetic episode. The victim was transported to Dominican Hospital by ambulance.
- 11/14/23 Harbor Patrol responded to a report of a medical emergency in the area of FF-Dock after a subject lost consciousness onboard a sailboat. Upon arrival, Harbor Patrol tended to the victim until paramedics arrived and transported the victim to Dominican Hospital by ambulance.
- 11/17/23 Harbor Patrol responded to a report of a verbal altercation between two subjects at a harbor concessionaire. Upon arrival, Harbor Patrol de-escalated the situation and cleared the scene without incident.

- 11/18/23 Harbor Patrol took an accident report after a minor vehicle collision occurred in the area of the concession parking lot. Harbor Patrol facilitated the exchange of information. No injuries reported.
- 11/24/23 Harbor Patrol responded to a vehicle accident in the area of Murray Street Bridge after a motorist lost consciousness and veered onto the sidewalk critically injuring two pedestrians. One victim was struck by the vehicle, the other went over the side of the bridge to avoid the vehicle. The victim that was struck was evaluated by paramedics and transported to Dominican Hospital by ambulance. The victim that went over the bridge was retrieved from the water by Harbor Patrol and airlifted to an out-of-county trauma center. The motorist was treated at the scene and was subsequently arrested for driving under the influence.

Parking Citations:

November 2023 Parking Citation: 148
November 2022 Parking Citation: 183



Congress of the United States
House of Representatives
Washington, DC 20515

December 5, 2023

The Honorable Shalanda Young
Director
Office of Management and Budget
725 17th Street NW
Washington, DC 20503

Dear Director Young,

I write in support of including the Santa Cruz Port District in President Joe Biden's forthcoming Fiscal Year 2025 budget proposal. For nearly forty years, the Santa Cruz Port District and the U.S. Army Corps of Engineers (USACE) have maintained an innovative partnership to support the critical dredging needs of the federally authorized Santa Cruz Harbor. These funds are critical to maintaining safe and navigable depths in the federal channel at Santa Cruz Harbor.

The Santa Cruz Port District owns and operates its own dredge to maintain Santa Cruz Harbor. Through a Memoranda of Agreement (MOA) with USACE, the Port is reimbursed roughly 35% of the annual costs to perform Operations and Maintenance dredging, amounting to \$525,000 annually. Because Operations and Maintenance dredging is a federal responsibility and most of the Nation's ports and harbors receive 100% federal funding to meet annual dredging needs, this agreement provides significant cost saving for the federal government.

While the federal government has maintained its annual commitment to Santa Cruz's MOA, including this modest amount in the FY25 President's Budget would further recognize this innovative partnership and allow the Port the stability to plan and budget over the course of the year. As a special district, the Port does not receive any tax dollars and instead relies solely on user fees, rent from tenants, and concessionaires.

The importance of Santa Cruz Harbor to California's 19th Congressional District cannot be understated. Santa Cruz Harbor is a small craft harbor and federal navigation project on California's Central Coast constructed by USACE in 1964 and operated by the Santa Cruz Port District in accordance with its federal legislative mandates: commercial fishing, recreation, and harbor of refuge. In addition to providing refuge for coastal mariners, Santa Cruz Harbor supports a presence by the U.S. Coast Guard (USCG) which maintains Station Santa Cruz on a

seasonal basis. The Santa Cruz Harbor Patrol provides first response search and rescue in North Monterey Bay when Station Santa Cruz is not staffed by the USCG. Santa Cruz Harbor Patrol's Marine Rescue Unit responded to 411 search and rescue calls from 2018 to 2022 and saved 182 lives – functions that simply cannot be performed without a safe and navigable channel in place.

Additionally, Santa Cruz Harbor supports commercial operations including commercial fishing, charter operations, and business operators such as Boat U.S., as well as provides berthing for several public entities including, but not limited to, the California Air National Guard, California Department of Fish and Wildlife, California State Parks and numerous programs which benefit the public such as O'Neill Sea Odyssey's renowned marine education program, the University of California Santa Cruz sailing program, Santa Cruz Sailing Foundation's youth programs, and the Santa Cruz Sea Scouts.

This federal funding ensures not only the continued dredging but also the consistent commercial and recreational use of Santa Cruz Harbor. I appreciate that this funding was included in last year's budget, and I look forward to President Biden again prioritizing the Santa Cruz Port District. Thank you for your attention to this request and please do not hesitate to contact me with any questions.

Sincerely,



Jimmy Panetta
U.S. Representative
19th Congressional District, California

JANUARY

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FEBRUARY

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31						

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MAY

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JULY

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AUGUST

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SEPTEMBER

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29	30					

OCTOBER

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NOVEMBER

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DECEMBER

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22	23	24	25	26	27	28
29	30	31				

2024 PORT COMMISSION MEETINGS

JANUARY 23	REGULAR PUBLIC SESSION
FEBRUARY 6	SPECIAL PUBLIC SESSION - BUDGET
FEBRUARY 27	REGULAR PUBLIC SESSION
MARCH 26	REGULAR PUBLIC SESSION
APRIL 23	REGULAR PUBLIC SESSION
MAY 28	REGULAR PUBLIC SESSION
JUNE 25	REGULAR PUBLIC SESSION
JULY 23	REGULAR PUBLIC SESSION
AUGUST 27	REGULAR PUBLIC SESSION
SEPTEMBER 24	REGULAR PUBLIC SESSION
OCTOBER 22	REGULAR PUBLIC SESSION
NOVEMBER 26	REGULAR PUBLIC SESSION
DECEMBER	TBA - SCHEDULED AS NEEDED



Santa Cruz Port District

Port Commission Review Calendar / Follow-Up Items 2023-24

2023

January-March

- ✓ Committee Assignments for 2023
- ✓ Sea Scouts' Biannual Report
- ✓ FY 24 Budget
- ✓ Review 5-year CIP
- ✓ Slip Vacancy Biannual Report / Waiting List Statistics
- ✓ Form 700 Filing (due by 3/31 each year)
- ✓ Biennial Anti-Harassment/Anti-Discrimination Training
- ✓ Crow's Nest Beach Market Rent Review at Option Period Ending 4/30/2023
2 (5) year options to extend
- ✓ Intero Real Estate Rent Review at Option Period Ending 5/31/2023
1 (5) year option to extend

April-June

- ✓ Dredge Report 2022-23 (moved to August)

July-September

- ✓ Annual O'Neill Sea Odyssey Report (annual review of slip rent reduction. PC action Jul-07)
- ✓ Sea Scouts' Biannual Report
- ✓ Slip Vacancy Biannual Report / Waiting List Statistics

October-December

- ✓ Mid Fiscal Year Review of CIP
- Review of CalPERS Actuarial Valuation Report
- ✓ Annual Review of Business Use of Slips
- Annual Vessel Use List Review (postponed to Jan-24)
- Ethics Training Update (due by year end)
- Port Commission Officers for 2024

Committee Review Items

- ✓ Comprehensive Review of Charter Fees and Public Benefit Discount Policy (January – April 2023)

Key

- | | |
|---|------------|
| □ | Pending |
| → | In process |
| ✓ | Done |

2024

January-March

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

April-June

- Café El Palomar Lease Exp. 7/31/2024
2 (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)
- Dredge Report 2023-24
- Sea Scouts' Biannual Report
- Slip Vacancy Biannual Report / Waiting List Statistics

October-December

- Mid Fiscal Year Review of CIP
- Review of CalPERS Actuarial Valuation Report
- Annual Vessel Use List Review
- Annual Review of Business Use of Slips
- Ethics Training Update (due by year end)
- Port Commission Officers for 2024

Future Calendar

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