

Interim General Manager - Draft Contract
Regular Commission Meeting Packet Addendum
August 22, 2017

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- 4.10 Working Out of Class.** Whenever a Career Service employee is assigned the duties of the supervisor for more than thirty (30) consecutive working days, the employee shall be compensated for such duties at the discretion of the General Manager.

Chapter 5. Travel

- 5.1 Within the County.** When travelling on Port business, an employee using his/her own vehicle will be reimbursed at the rate of the federal standard mileage rate for business purposes. Management shall limit the amount of personal vehicle use and encourage use of Port vehicles for Port business.
- 5.2 Outside the County.** The General Manager must approve in advance all travel and per diem expenses for employees required to travel on Port business outside of Lincoln County. All Port employees are expected to use good judgment regarding the expenditure of travel expense funds. Within three (3) weeks after the travel has been completed, the employee must turn in receipts for the lodging and all other expenses to be paid on an actual basis using a form produced by the Port. A per diem travel advance may be issued for meals and incidental expenses (M&IE) based upon days of travel substantiated by approved itinerary. The following general guidelines apply to the advancement or reimbursement of employee expenses while in travel status:
- (a) Mileage. The actual roundtrip mileage (as determined by a trip generator website such as MapQuest) between Lincoln County and the point of business (or airport if subsequent travel is needed) may be reimbursed or advanced (in the case of overnight trips) at the IRS-approved rate if employees are using their own personal vehicle.
 - (b) Miscellaneous. The actual cost of miscellaneous expenses related to travel (including taxis, telephone, parking and others as defined in federal chapter 301-12) may be reimbursed (but not advanced) if receipts are submitted. These expenses may be paid for by using a Port credit card to avoid the need for reimbursement.
 - (c) Transportation. The actual cost of transportation such as air or train fare will be reimbursed. Receipts shall be submitted. Every effort should be made to pay for approved transportation, in advance, by Port pre-payment or credit, eliminating the need for reimbursement or advance.
 - (d) Lodging. Hotel and motel accommodations should be appropriate to the purpose of the trip and must be supported by actual receipts. Reimbursement for lodging is generally limited to the expense of a single room, except where employees are sharing a room. Every effort should be made to pay for approved lodging, in advance, by pre-payment or credit, eliminating the need for reimbursement or advance.
 - (e) Meals and Incidental Expenses (M&IE). If employees spend the night away from Lincoln County on business or travel to business meetings during the day, in accordance with IRS regulations, they may be advanced or reimbursed tax free, for meals prior to, during or immediately following their meeting or overnight stay and other incidental expenses (i.e. tips and taxes). The per diem rate for the first and last day of travel is seventy-five percent (75%) of the full day rate. Meals and incidental expenses are not advanced or reimbursed for day trips. Receipts are not required for M&IE advances/reimbursements. Port credit shall not be used to acquire M&IE on business trips.

**Employment Contract
Between
PORT OF NEWPORT**

And

James Edward Durkee

This agreement effective the 1st day of December, 2016 by and between the Port of Newport, hereinafter referred to as "Port," and Jim Durkee, hereinafter referred to as "Interim Director of Operations" or "IDOO."

Port hereby employs Jim Durkee as Interim Director of Operations, and Jim Durkee hereby accepts said employment on the following terms and conditions.

Duties and Responsibilities:

1. Jim Durkee shall be the Interim Director of Operations. As such, the IDOO shall have the primary responsibility as Director of Operations ("DOO") of the Port. In addition to the current responsibilities as the NOAA Marine Operations Manager, the IDOO shall more specifically:
 - a. Prepare monthly operational reports with staff's assistance and present to the Commission at their monthly meetings.
 - b. Attend and actively lead in organizational staff and departmental meetings.
 - c. Work with Facility Managers to assist with CMMS training/knowledge.
 - d. Lead and support Facility Managers with human resource and leadership issues.
 - e. Reinforce safety, training and certification processes including distribution of support information for opportunities such as HAZWOPR.
 - f. Other duties found in the DOO Job Description.

Termination of Employment Contract:

1. *Termination upon the hiring of a DOO.* Upon the hiring of a DOO, this employment contract is terminated and IDOO shall be entitled to return to IDOO's previous position. During the transition of the DOO, IDOO shall ensure a successful transition.
2. *Termination without IDOO's concurrence but not for cause.* In the event the Port intends to terminate this Employment Contract prior to the hiring of a DOO without the IDOO's concurrence, the IDOO shall be entitled to return to IDOO's previous position as soon as practicable.
3. *Termination with IDOO's concurrence.* In the event the Port intends to act to terminate this employment contract prior to the hiring of a DOO with the IDOO's concurrence, the IDOO shall be entitled to return to IDOO's previous position as soon as practicable.
4. *Termination at the request of the IDOO.* In the event the IDOO intends to act to terminate this employment contract prior to the hiring of a DOO, IDOO will notify the Port immediately if IDOO intends to seek other employment, and shall give the Port no less than sixty (60) days written notice in advance of taking a position with another employer.

In the event IDOO intends to return to IDOO's previous position, the Port and IDOO will mutually agree to allow such return as soon as practicable.

5. *Termination for cause.* In the event of termination for cause, IDOO will not be allowed to return to IDOO's previous position.

Salary:

1. The IDOO shall be paid \$5.12 additional (per hour) to IDOO's current salary during the term of IDOO's tenure as IDOO; such additional amount will be paid at IDOO's regular pay periods. The total rate is \$30.74 for the duration of this contract.
2. The IDOO may receive the same salary and benefit adjustment as would had been granted in IDOO's previous position. If the IDOO returns to his original position, any annual performance evaluation percentage will be applied to the original salary.

Professional Liability:

1. The Port shall, subject to Oregon law and insurance carrier rules and policy limitations, hold harmless and indemnify the IDOO from any and all demands, claims, suits, and legal proceedings brought against the IDOO in the IDOO's individual capacity or in the IDOO's capacity as agent and employee of the Port.
2. In no case shall individuals be considered personally liable for indemnifying the IDOO against such demands, claims, suits, actions and legal proceedings.

Entirety of the Agreement:

1. This contract constitutes the entire agreement between the parties, integrates all the terms and conditions included herein, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

Breach of Agreement:

1. Failure by the IDOO to fulfill the obligations set forth in this agreement shall be considered a breach of this contract and will terminate the contract immediately.

Applicable Law:

1. This agreement is subject to all applicable laws of the State of Oregon.

Savings Clause:

1. If, during the term of this Employment Contract, it is found that a specific clause of the contract or a portion thereof is illegal under federal or state law, the remainder of the contract not affected by such law shall remain in full force.

Modification:

1. The parties may, during the term of this agreement, mutually agree to modify any of its terms. Any modifications will be in writing, signed by both parties and attached to this document.

In Witness whereof, the Port pursuant to the authority of its Board of Commissioners, has caused two originals of this agreement to be signed in the name of the Port by the General Manager of the Port, and the General Manager has hereunto affixed his hand on the 23rd day of November 2016.



Jim Durkee, Interim Director of Operations



Kevin Greenwood, General Manager

**Employment Contract
Between
PORT OF NEWPORT**

And

Aaron Bretz

This agreement effective the 22nd day of August, 2017 by and between the Port of Newport, hereinafter referred to as "Port," and Aaron Bretz, hereinafter referred to as "Interim General Manager" or "IGM."

Port hereby employs Aaron Bretz as Interim Director of Operations, and Aaron Bretz hereby accepts said employment on the following terms and conditions.

Duties and Responsibilities:

Aaron Bretz shall be the Interim General Manager. As such, the IGM shall have the primary responsibility as Director of Operations ("GM") of the Port. In addition to the current responsibilities as the NOAA Marine Operations Manager, the IGM shall more specifically:

1. Responsible for leading the Port in its efforts to implement the goals and strategies outlined in its Strategic Business Plan, and to envision and accomplish sound business initiatives.
2. Responsible for marketing and outreach programs and representing the Commission in relationships with customers, local, state and federal officials, and the community.
3. Implements and maintains positive relationships with community resources, other critical users of Yaquina Bay, nearby Ports, and the media.
4. Responsible for all appointments, disciplinary actions, terminations and other personnel management actions for Port employees, and supervises/coordinates the activities of independent contractors when engaged in Port business.
5. Coordinates the activities of all consultants to the Commission, including legal counsel, planners, auditors, architects and engineers.
6. Provides the Commission with current information regarding business trends, market conditions, and opportunities relevant to the Commission's short and long-term goals.
7. Responsible for preparation, submission and adherence to the Port's annual operating budget and capital improvement planning in strict compliance with applicable Oregon budget law.
9. Provides leadership, direction and training to Port staff, always seeking to improve the overall efficiency, effectiveness and public perception of Port operations and personnel, and constantly striving to maximize staff's potential as individuals and as a team.

10. Regularly reviews Port departmental policies and procedures, and revises when appropriate, in consultation with the Port Commission.
11. Supervises and coordinates negotiation of rental/lease agreements, collective bargaining agreements, and other related business transactions.
12. Responsible for the regular inspection and timely maintenance of all Port facilities, compliance with all applicable laws and regulations, and the securing of all permits from regulatory agencies necessary to conduct Port business.
13. Oversees the scheduling of all Commission meetings following the guidelines of Oregon Public Meeting Laws. Attends all meetings unless excused by the Commission.
14. Assists the Commission in developing and maintaining communication with the Commission's constituency.
15. Performs other duties and responsibilities as assigned by the Commission.

Termination of Employment Contract:

1. *Termination upon the hiring of a GM.* Upon the hiring of a GM, this employment contract is terminated and IGM shall be entitled to return to IGM's previous position. During the transition of the GM, IGM shall ensure a successful transition.
2. *Termination without IGM's concurrence but not for cause.* In the event the Port intends to terminate this Employment Contract prior to the hiring of a GM without the IGM's concurrence, the IGM shall be entitled to return to IGM's previous position as soon as practicable.
3. *Termination with IGM's concurrence.* In the event the Port intends to act to terminate this employment contract prior to the hiring of a GM with the IGM's concurrence, the IGM shall be entitled to return to IGM's previous position as soon as practicable.
4. *Termination at the request of the IGM.* In the event the IGM intends to act to terminate this employment contract prior to the hiring of a GM, IGM will notify the Port immediately if IGM intends to seek other employment, and shall give the Port no less than sixty (60) days written notice in advance of taking a position with another employer. In the event IGM intends to return to IGM's previous position, the Port and IGM will mutually agree to allow such return as soon as practicable.
5. *Termination for cause.* In the event of termination for cause, IGM will not be allowed to return to IGM's previous position.

Salary:

1. The IGM shall be paid at the yearly rate of \$95,047.68 during the term of IGM's tenure as IGM and retroactive to July 20, 2017, when the IGM first assumed those duties.
2. The IGM may receive the same salary and benefit adjustment as would have been granted in IGM's previous position. If the IGM returns to his original position, any annual performance evaluation percentage will be applied to the original salary.

Professional Liability:

1. The Port shall, subject to Oregon law and insurance carrier rules and policy limitations, hold harmless and indemnify the IGM from any and all demands, claims, suits, and legal proceedings brought against the IGM in the IGM's individual capacity or in the IGM's capacity as agent and employee of the Port.
2. In no case shall individuals be considered personally liable for indemnifying the IGM against such demands, claims, suits, actions and legal proceedings.

Entirety of the Agreement:

1. This contract constitutes the entire agreement between the parties, integrates all the terms and conditions included herein, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

Breach of Agreement:

1. Failure by the IGM to fulfill the obligations set forth in this agreement shall be considered a breach of this contract and will terminate the contract immediately.

Applicable Law:

1. This agreement is subject to all applicable laws of the State of Oregon.

Savings Clause:

1. If, during the term of this Employment Contract, it is found that a specific clause of the contract or a portion thereof is illegal under federal or state law, the remainder of the contract not affected by such law shall remain in full force.

Modification:

1. The parties may, during the term of this agreement, mutually agree to modify any of its terms. Any modifications will be in writing, signed by both parties and attached to this document.

In Witness whereof, the Port pursuant to the authority of its Board of Commissioners, has caused two originals of this agreement to be signed in the name of the Port by the General Manager of the Port, and the General Manager has hereunto affixed his hand on the _____ day of August, 2017.

Aaron Bretz, Interim General Manager

Patricia Patrick-Joling, President
Port of Newport Board of Commissioners

Port of Newport

General Manager Pro Tem

Salary Adjustment Calculation

Per FY 2017-18 Adopted Hourly Wage Steps

Aaron Bretz

Position	Step	Annual Salary	Hourly Rate
Director of Operations	Step 6	\$ 79,206.40	\$ 38.08
General Manager Pro Tem 20% Salary Increase		\$ 95,047.68	\$ 45.70
General Manager	Step 2	\$ 94,972.80	\$ 45.66

**Hourly Wage Steps
Fiscal Year 2017-18**



Steps

1	2	3	4	5	6	7	8	9	10	11	12
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Maintenance

Maintenance III - T3							\$ 10.25	\$ 10.51	\$ 10.77	\$ 11.04	\$ 11.31	\$ 11.60
Maintenance II - T3	\$ 11.85	\$ 12.15	\$ 12.45	\$ 12.76	\$ 13.08	\$ 13.41	\$ 13.74	\$ 14.09	\$ 14.44	\$ 14.80	\$ 15.17	\$ 15.55
Maintenance I - T3	\$ 15.94	\$ 16.34	\$ 16.74	\$ 17.16	\$ 17.59	\$ 18.03	\$ 18.48	\$ 18.94	\$ 19.42	\$ 19.90	\$ 20.40	\$ 20.91
Terminal Manager - T2	\$ 19.48	\$ 19.97	\$ 20.47	\$ 20.98	\$ 21.50	\$ 22.04	\$ 22.59	\$ 23.16	\$ 23.73	\$ 24.33	\$ 24.94	\$ 25.56
Harbor Master - T2												
Marina Manager - T2	\$ 19.48	\$ 19.97	\$ 20.47	\$ 20.98	\$ 21.50	\$ 22.04	\$ 22.59	\$ 23.16	\$ 23.73	\$ 24.33	\$ 24.94	\$ 25.56
MOC-P Manager - T2	\$ 23.21	\$ 23.79	\$ 24.39	\$ 24.99	\$ 25.62	\$ 26.26	\$ 26.92	\$ 27.59	\$ 28.28	\$ 28.99	\$ 29.71	\$ 30.45

Administration

Accounting Specialist III - T3		\$ 10.25	\$ 10.51	\$ 10.77	\$ 11.04	\$ 11.31	\$ 11.60	\$ 11.89	\$ 12.18	\$ 12.49	\$ 12.80	\$ 13.12
Accounting Specialist II - T3	\$ 13.45	\$ 13.79	\$ 14.13	\$ 14.48	\$ 14.85	\$ 15.22	\$ 15.60	\$ 15.99	\$ 16.39	\$ 16.80	\$ 17.22	\$ 17.65
Accounting Specialist I - T2	\$ 18.09	\$ 18.54	\$ 19.00	\$ 19.48	\$ 19.96	\$ 20.46	\$ 20.98	\$ 21.50	\$ 22.04	\$ 22.59	\$ 23.15	\$ 23.73
Administrative Assistant - T3	\$ 12.50	\$ 12.81	\$ 13.13	\$ 13.46	\$ 13.80	\$ 14.14	\$ 14.50	\$ 14.86	\$ 15.23	\$ 15.61	\$ 16.00	\$ 16.40
RV Park Manager - T2	\$ 13.45	\$ 13.79	\$ 14.13	\$ 14.48	\$ 14.85	\$ 15.22	\$ 15.60	\$ 15.99	\$ 16.39	\$ 16.80	\$ 17.22	\$ 17.65

Management

General Manager- T1	\$ 44.55	\$ 45.66	\$ 46.81	\$ 47.98	\$ 49.17	\$ 50.40	\$ 51.66	\$ 52.96	\$ 54.28	\$ 55.64	\$ 57.03	\$ 58.45
Finance Director - T1	\$ 33.65	\$ 34.50	\$ 35.36	\$ 36.24	\$ 37.15	\$ 38.08	\$ 39.03	\$ 40.00	\$ 41.00	\$ 42.03	\$ 43.08	\$ 44.16
Operations Director - T1	\$ 33.65	\$ 34.50	\$ 35.36	\$ 36.24	\$ 37.15	\$ 38.08	\$ 39.03	\$ 40.00	\$ 41.00	\$ 42.03	\$ 43.08	\$ 44.16