

MEMORANDUM

December 6, 2019

TO: MEMBERS, PORT COMMISSION
Hon. Kimberly Brandon, President
Hon. Willie Adams, Vice President
Hon. Gail Gilman
Hon. Victor Makras
Hon. Doreen Woo Ho

FROM: Elaine Forbes
Executive Director

SUBJECT: Informational Presentation on Pasha Operations and Local Hire
Performance at Pier 80

DIRECTOR'S RECOMMENDATION: Informational Only

EXECUTIVE SUMMARY

In May 2016, the Port Commission approved Resolution 16-16, an exclusive 15-year Terminal Management Agreement with Pasha Automotive Services (Pasha) for Pier 80. During the presentation of Resolution 16-16, John Pasha, the company's Executive Vice President, gave an overview of Pasha's vision for Pier 80, and today the 70-acre property, located in the Southern Waterfront, is primarily used to import, export and process automobiles.

The Port Commission also heard presentations by representatives of Mayor Edwin Lee's Office of Economic and Workforce Development (OEWD) regarding commitments that Pasha made to work in collaboration with OEWD's CityBuild Program to offer jobs to San Francisco residents with a special emphasis for those living in District 10. A copy of this binding employment agreement is attached to this report (Exhibit A).

TERMINAL PERFORMANCE

Pasha commenced operations at Pier 80 as a roll-on/roll-off (Ro-Ro) facility in August 2016. The vessel *Jean Anne* was the first auto carrier to call the facility and 447 cars were loaded for export. Since that first vessel call three years ago, operations have grown significantly, year over year, with auto volumes more than doubling in each of the first three years. This tremendous expansion in auto export volume can be attributed to Tesla, the primary Original Equipment Manufacturer (OEM) at Pier 80.

THIS PRINT COVERS CALENDAR ITEM NO. 12A

To date, Pier 80 has handled over 140,000 autos, and based on FY20 projections, this upward trend is expected to continue. The strong results reflect Tesla's growth in international markets, having exported over 120,000 units from Pier 80 with discharge ports in both Asia and Europe. Additionally, under Pasha's management, the Pier 80 facility has handled several other brands of automobiles including Audi, Bentley, Fiat, Ford, GMC, Jeep, Lamborghini, Porsche, and Volkswagen.

Pier 80 Cargo Terminal Stats

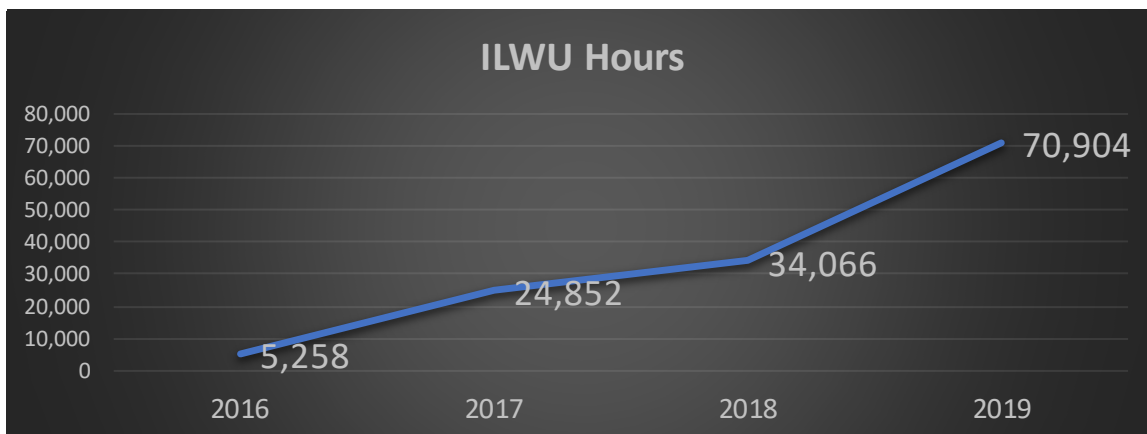
Pier 80 Terminal Stats	FY16/17	FY17/18	FY18/19	FY19/20 (thru Oct)
# Vessel Calls	17	42	48	19
# of Autos	15,093	34,039	77,052	52,714
Gross Revenue	\$1,189,470	\$2,177,128	\$2,639,013	\$1,544,698

In addition to Pier 80 functioning primarily as a Ro-Ro facility, Pasha and the Port continue to utilize available berths for long-term layberthing, which provides additional revenue.

ILWU WORKFORCE

Pier 80's reactivation as an auto terminal has provided a boost to historic San Francisco-based jobs for the International Longshore and Warehouse Union (ILWU), and the longshore & clerk workforce has played a huge role in the terminal's success. With both the longshore and clerk dispatch halls being in San Francisco, the increase in work at Pier 80 has been welcomed by ILWU members who reside on the San Francisco side of the Bay. Pasha employs approximately 50 to 60 longshoremen and clerks during a Ro-Ro operation.

The chart below shows the increase in ILWU manhours at Pier 80 over the last four years.



LOCAL HIRE PERFORMANCE

In addition to the increase in ILWU workforce hours, Pasha continues to put forth a good-faith effort in employing San Franciscans for full-time auto-processing positions, with a focus on residents from District 10, which is where Pier 80 is situated. Port staff regularly discusses these efforts with Pasha and audits their local-hire employee status. Per agreement with the San Francisco Office of Economic and Workforce Development, Pasha's goal is to hire at least 50% of entry-level positions that are referrals or residents of District 10. This threshold has been achieved in the past, although at present just four of the 14 full-time Pier 80 employees reside in District 10, which is 29%. Pasha continues to collaborate with the San Francisco OEWD to attract local workers through the following strategies:

- Presentations and outreach at City College of San Francisco
- Meetings and correspondence with District 10 Supervisor Shamann Walton
- Open house community events to welcome potential employees
- On-call tours to members of the local community interested in employment
- Outreach to local community groups focused on employment (i.e. Young Community Developers)
- Meetings and correspondence with OEWD and CityBuild representatives

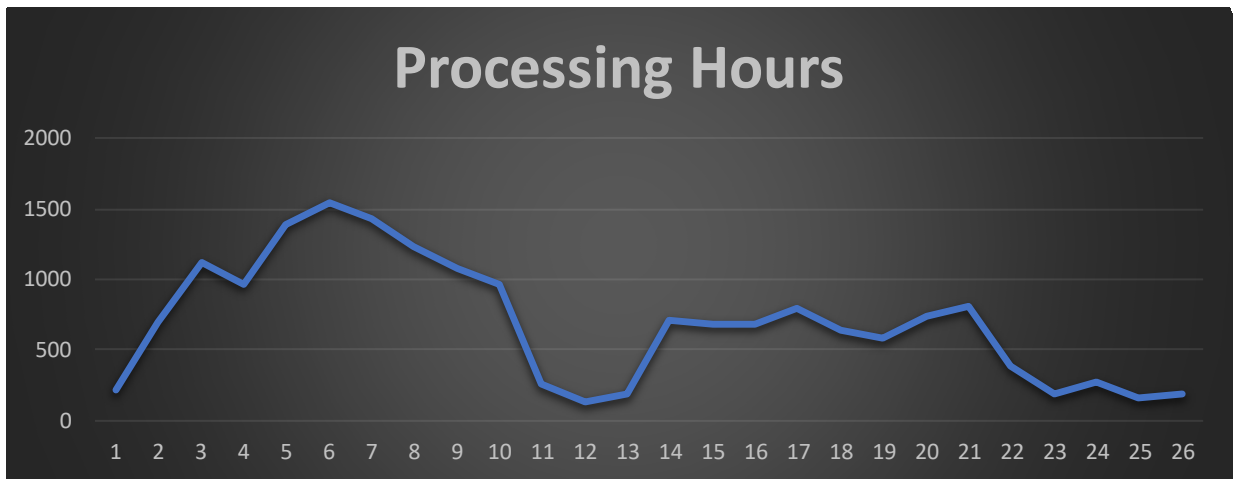
The logistics and business model of Pasha's primary auto customer at Pier 80, Tesla, results in a lower overall headcount of full-time auto-processors compared to other auto processing terminals in the San Francisco Bay Region. The auto manufacturer rotates its production schedule between domestic and international orders, which creates volatility in the volumes at Pier 80. For example, in FY18/19 the highest volume month saw exports over 22,000 units, while the lowest month saw only 600 units. Tesla also has a lower level of processing before shipment compared to other auto manufacturers. The combination of volume volatility and minimal processing has hampered Pasha's efforts to increase the number of full-time employees as originally projected.

The following two charts represent the inconsistencies that occur in volume for the facility:

Auto Volumes Over a 30 Month Period:



Employees Hours Over a 26 Week Period:



Port staff and Pasha representatives will continue to collaborate with OEWD to ensure auto processing job opportunities at Pier 80 will be focused on San Francisco residents in the nearby neighborhoods. Pasha remains committed to working with OEWD to develop training and employment plans that connect the District 10 with employment opportunities at Pier 80.

STRATEGIC PLAN

The strong growth in auto volume at Pier 80 supports the *Productivity* and *Stability* components of the Port's strategic plan by increasing annual shipping volumes and revenue to support capital improvements at our maritime facilities.

Prepared by: Andre Coleman
Deputy Director, Maritime

Exhibit A

EXHIBIT H
FIRST SOURCE HIRING AGREEMENT



Edwin M. Lee, Mayor

Exhibit H: First Source Hiring Agreement

This First Source Hiring Agreement (this "FSH Agreement"), is made as of July 1, 2016, by and between Pasha Automotive Services, a California corporation ("Pasha"), and the City and County of San Francisco, acting by and through the Office of Economic and Workforce Development ("OEWD"), collectively the "Parties":

RECITALS

WHEREAS, Pasha is entering into Management Agreement 16114 with the Port to operate the Pier 80 Cargo Terminal ("Terminal Agreement"); and,

WHEREAS, Pasha is required to comply with the City's First Source Hiring Ordinance as set forth in Chapter 83 of the San Francisco Administrative Code ("FSH Ordinance"); and

WHEREAS, Pasha wishes to make commitments for local hiring that exceed the requirements of the FSH Ordinance as expressly set forth herein and has agreed to execute this FSH Agreement and participate in the Workforce System managed by OEWD; and

WHEREAS, this FSH Agreement will be incorporated into the Terminal Agreement as a material term;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties covenant and agree as follows:

1. DEFINITIONS

For purposes of this FSH Agreement, initially capitalized terms shall be defined as follows:

- a. **Entry Level Position:** Any non-managerial position that requires no education above a high school diploma or certified equivalency, and less than two (2) years training or specific preparation, and shall include temporary, permanent, trainee and intern positions.
- b. **Workforce System:** The First Source Hiring program established by OEWD.
- c. **Referral:** A member of the Workforce System who has been identified by OEWD as having the appropriate training, background and skill sets for specified Entry Level Positions with Pasha at the Pier 80 Cargo Terminal.

2. DUTIES OF PARTIES

- a. Pasha shall exercise due diligence to notify OEWD as early as possible of every available Entry Level Position and to provide OEWD a minimum of ten (10) business days to recruit and refer qualified candidates prior to advertising such position to the general public. Pasha will advise OEWD in advance of all hiring requirements including but not limited to testing that Pasha considers necessary for employment for all hires (including Entry Level Positions).
- b. Subject to availability, OEWD will refer an adequate number of Referrals to meet Pasha's hiring needs and will make every effort to prioritize residents from SF Supervisorial District 10.
- c. Pasha will interview each Referral and prioritize hiring from the Referrals, with emphasis on SF Supervisorial District 10 hires, provided the Referrals at a minimum meet Pasha's hiring criteria, including background check, motor vehicle record check and drug screening.
- d. Pasha will provide feedback to OEWD on Referrals interviewed, and Referrals hired, including name, position title, starting salary and employment start date and other information reasonably requested by OEWD or Port no later than ten (10) business days after date of interview or hire. Pasha will also provide feedback on reasons as to why Referrals were not hired.
- e. Pasha will commit to a retention goal of hires through the Workforce System and submit a monthly workforce retention report to OEWD in a form acceptable to OEWD and Port. Pasha shall meet with OEWD on a quarterly or as needed basis to discuss hiring goals and practices for Referrals, including but not limited to workforce status, review reports, and identifying additional opportunities.
- f. This FSH Agreement shall be in full force and effect throughout the term of the Terminal Agreement.

3. GOOD FAITH EFFORT TO COMPLY

Pasha will make good faith efforts to comply with its obligations under this FSH Agreement. OEWD's determination of good faith efforts shall be based on all of the following:

- a. Pasha will execute this FSH Agreement and a completed *Exhibit H-1* upon execution of the Terminal Agreement with the Port. Pasha will also accurately complete and submit *Exhibit H-1* annually to reflect employment conditions.
- b. Pasha agrees to register with OEWD's Referral Tracking System, upon execution of this FSH Agreement.
- c. Pasha will identify a single point of contact responsible for communicating Entry Level Positions and take active steps to ensure continuous communication with OEWD.
- d. During the term of this FSH Agreement, Pasha shall use Good Faith Efforts to hire Referrals, prioritizing Referrals from Supervisorial District 10. All Pasha hiring shall be subject, in Pasha's sole discretion, to Pasha's minimum qualifications criteria, drug screening and background check. Pasha's goal will be to hire Referrals so that at least 50% of Pasha's new hires for Entry Level Positions are Referrals and are residents of District 10 (provided that OEWD is able to refer an adequate number Referrals from District 10).

- e. Pasha shall provide OEWD with monthly Referral hiring reports in a form acceptable to OEWD and Port and shall participate in quarterly Referral status/hiring/retention update meetings with OEWD staff.
- f. Nothing in this FSH Agreement shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, insurance agreements, existing employment contracts or Pasha's Drug and Alcohol Policy. In the event of a conflict between this FSH Agreement and an existing agreement or Pasha policy, the terms of the existing agreement or Pasha policy shall supersede this FSH Agreement.
- g. Pasha's failure to make good faith efforts shall not impute "bad faith" but shall trigger a review of the referral process and Pasha's compliance with this FSH Agreement.
- h. Noncompliance with this FSH Agreement will result in penalties as defined by the FSH Ordinance, which Pasha has read, understands and agrees to comply with. OEWD agrees that Pasha shall be able to take negotiated corrective actions and avoid penalties in an enforcement scenario if Pasha's non-compliance did not violate the FSH Ordinance. The parties agree that corrective actions shall not cause Pasha to violate any of the agreements referenced in Paragraph 3(f) above or any of its hiring criteria.

4. NOTICE

All notices to be given under this FSH Agreement shall be in writing and sent via mail or email as follows:

**ATTN: Office of Economic and Workforce Development
1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103**

- 5. Section 25.8 of the Terminal Agreement and this FSH Agreement contain the entire agreement between the parties as to compliance with the FSH Ordinance and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors. If any term or provision of this FSH Agreement shall be held invalid or unenforceable, the remainder of this FSH Agreement shall not be affected. If this FSH Agreement is executed in one or more counterparts, each shall be deemed an original and all, taken together, shall constitute one and the same instrument. This FSH Agreement shall inure to the benefit of and shall be binding upon the parties to this FSH Agreement and their respective heirs, successors and assigns. Section titles and captions contained in this FSH Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this FSH Agreement or the intent of any of its provisions. This FSH Agreement shall be governed and construed by laws of the State of California.
- 6. Pasha acknowledges and agrees that the City's Local Hiring Requirements as applicable to the construction of improvements and the City's Prevailing Wage Requirements as described in Sections 25.19 and 25.15 respectively of the Terminal Agreement are separate programs with independent requirements and that Pasha's compliance with this FSH Agreement does not fulfill the requirements of those other programs.

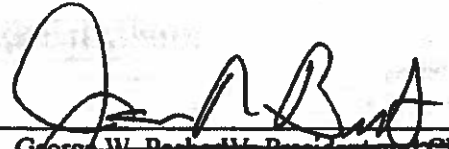
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IN WITNESS WHEREOF, the parties have executed this FSH Agreement as of the dates set forth below.

CITY AND COUNTY OF SAN FRANCISCO
A municipal corporation operating by and through the Office of Economic and Workforce Development

By 
Todd Rufo, Director


PASHA AUTOMOTIVE SERVICES
A California Corporation

By 
George W. Pasha IV, President and CEO
James R. Britton, CFO

dec Date Executed: 6-27-2016

Date Executed: 7/25/16

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney


By Rona H. Sandler
Deputy City Attorney



FIRST SOURCE HIRING PROGRAM

WORKFORCE PROJECTIONS FORM

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT

EXHIBIT H-1 WORKFORCE PROJECTIONS

Business Name: _____ Phone: _____
Main Contact: DRAFT V4 _____ Email: _____

Signature of authorized representative* _____ Date

**By signing this form, the lessee agrees to participate in the Workforce System managed by the Office of Economic and Workforce Development (OEWD) and comply with the provisions of Exhibit B First Source Hiring Agreement pursuant to San Francisco Administrative Code Chapter 83.*

Instructions:

The employer must notify the First Source Hiring Program (Contact Info below) if an Entry Level Position becomes available.

Section 1: Select your industry

- | | | |
|----------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------|
| <input type="checkbox"/> Auto Repair | <input type="checkbox"/> Entertainment | <input type="checkbox"/> Personal Services |
| <input type="checkbox"/> Business Services | <input type="checkbox"/> Elder Care | <input type="checkbox"/> Professionals |
| <input type="checkbox"/> Consulting | <input type="checkbox"/> Financial Services | <input type="checkbox"/> Real Estate |
| <input type="checkbox"/> Construction | <input type="checkbox"/> Healthcare | <input type="checkbox"/> Retail |
| <input type="checkbox"/> Government Contract | <input type="checkbox"/> Insurance | <input type="checkbox"/> Security |
| <input type="checkbox"/> Education | <input type="checkbox"/> Manufacturing | <input type="checkbox"/> Wholesale |
| <input type="checkbox"/> Food and Drink | <input type="checkbox"/> I don't see my industry (Please Describe) _____ | |

Section 2: Describe Primary Business Activity

Section 3: Provide information on all Entry Level Positions

Entry-Level Position Title	Job Description	Number of New Hires	Projected Hiring Date

Please email, fax, or mail this form SIGNED to:

ATTN: Business Services
Office of Economic and Workforce Development
1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
Tel: 415-701-4848
Fax: 415-701-4897
mailto:Business.Services@sfgov.org
Website: www.workforcedevelopmentsf.org