



Board of Directors:

SEAN DEBLEY, President
JARED BOUCHARD Vice President
KRISTINA BREWER, Director
MICHAEL LEBOW, Director
BOB NAST, Director

PETER MARTINEZ
General Manager

353 Santa Monica Drive · Channel Islands Beach, CA · 93035-4473 · (805) 985-6021 · FAX (805) 985-7156
A PUBLIC ENTITY SERVING CHANNEL ISLANDS BEACHES AND HARBOR · CIBCSO.COM

BOARD OF DIRECTORS REGULAR BOARD MEETING NOTICE & AGENDA

NOTICE IS HEREBY GIVEN that the Board of Directors of the Channel Islands Beach Community Services District will hold a Regular Board Meeting beginning at 5:00 P.M. on Tuesday, November 14, 2023. **The meeting will be held at the Temporary District Office Conference Room, 2300 Roosevelt Blvd., Channel Islands Beach, CA 93035.**

The agenda is as follows:

A. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE:

B. PUBLIC COMMENTS:

1. Opportunity for members of the public to address the Board on matters under the purview of the District and which are not on the agenda. (Time limit 3 minutes per speaker)

C. CONSENT CALENDAR:

1. Approve the Agenda Order
2. Financial Reports:
 - a. Cash Disbursal & Receipt Report – October 2023
3. Minutes:
 - a. October 10, 2023, Regular Board Meeting

4. Authorize customer request for relief from water charges due to leaks on the property consistent with Resolution 16-06:

	Account Number	Water Relief	Sewer Relief	Total Relief
a.	428	\$2.26	\$26.75	\$29.01
b.	684	\$170.94	\$486.64	\$657.58
c.	13730-02	\$54.91	\$127.58	\$182.49
*d.	02010-03	\$77.72	\$0.00	\$77.72
				\$946.80

**Please note this is a harbor water only account CIBCSD does not charge sewer.*

D. CLOSED SESSION:

1. CONFERENCE WITH DISTRICT LABOR NEGOTIATOR

Pursuant to California Government Code § 54957.6. Closed session will discuss salaries, compensation, and fringe benefits to employees and provide instruction to District’s designated representatives.

Agency designated representative: General Manager Martinez

Employee Organization: Service Employees International Union (SEIU) Local 721

E. ACTION CALENDAR:

1. CONSIDER ADOPTION OF NEW CONTRACT MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721

Recommendation:

- 1) Approve new Memorandum of Understanding (MOU) Between Channel Islands Beach Community Services District and SEIU Local 721.

2. PROFESSIONAL SERVICES AGREEMENT WITH SOUTHWEST INSPECTION AND TESTING

Recommendation:

- 1) The staff recommends approving the Professional Services Agreement with Southwest Inspection and Testing to support the successful construction of the new Administration and Operations Facility.

F. INFORMATION CALENDAR:

1. Report from Board Members of any meeting or conference where compensation for attendance was received.

G. BOARD MEMBER COMMENTS:

H. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:

AGENDA POSTING CERTIFICATION

This agenda was posted Wednesday, November 8, 2023, by 5:00 PM. The agenda is posted at the District Office and two public notice bulletin boards, which are accessible 24 hours per day. The locations include:

- Hollywood Beach School, 4000 Sunset Lane
- Corner Store, 2425 Roosevelt Blvd.
- Temporary District Office, 2300 Roosevelt Blvd.

Agendas are also posted on the District's website at www.cibcsd.com.



Peter Martinez
General Manager

REQUESTS FOR DISABILITY-RELATED MODIFICATION OR ACCOMMODATION, INCLUDING AUXILIARY AIDS OR SERVICES, IN ORDER TO ATTEND OR PARTICIPATE IN A MEETING, SHOULD BE MADE TO THE SECRETARY OF THE BOARD IN ADVANCE OF THE MEETING TO ENSURE THE AVAILABILITY OF REQUESTED SERVICE OR ACCOMMODATION. NOTICES, AGENDAS AND PUBLIC DOCUMENTS RELATED TO THE BOARD MEETINGS CAN BE MADE AVAILABLE IN ALTERNATIVE FORMAT UPON REQUEST.

Channel Islands Beach 2013

11/8/2023 11:05 AM

Register: 1002 · Checking Pacific Western

From 10/01/2023 through 10/31/2023

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/02/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,414.40	253,934.13
10/02/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			589.00	254,523.13
10/02/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			933.02	255,456.15
10/02/2023	100323	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			347.00	255,803.15
10/03/2023	8412	Elevated Entitlements	2000 - Accounts Payable		902.79			254,900.36
10/03/2023	8413	Famcon Pipe and Su...	2000 - Accounts Payable		1,269.30			253,631.06
10/03/2023	8414	Grainger	2000 - Accounts Payable		1,451.37			252,179.69
10/03/2023	8415	Mission Linen & Uni...	2000 - Accounts Payable	Reissue of 8/23...	473.58			251,706.11
10/03/2023	8416	Pacific Couriers	2000 - Accounts Payable		298.82			251,407.29
10/03/2023	8419	Platinum Tow & Tra...	2000 - Accounts Payable	Return trip for ...	300.00			251,107.29
10/03/2023	8420	Underground Service...	2000 - Accounts Payable		32.75			251,074.54
10/04/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/2			7,924.65	258,999.19
10/04/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/2			700.00	259,699.19
10/04/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/4			2,907.97	262,607.16
10/04/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Adjustment			0.11	262,607.27
10/04/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			487.40	263,094.67
10/04/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			868.59	263,963.26
10/04/2023	ACH	Nationwide Retirement	-split-	Py pd 09-16-23...	2,022.06			261,941.20
10/04/2023	ACH	CalPERS	-split-	Py pd 09-16-23...	4,051.64			257,889.56
10/04/2023	ACH	SEIU, Local 721	*2020 - Payroll Liabilit...	10-04-23 Payroll	67.00			257,822.56
10/04/2023	8429	ACWA/Joint Powers...	2000 - Accounts Payable	pr pd 7-1-23 to ...	2,570.10			255,252.46
10/04/2023		QuickBooks Payroll ...	-split-	Created by Pay...	23,865.27			231,387.19
10/04/2023	To Print	Carol J Dillon	-split-	Direct Deposit		X		231,387.19
10/04/2023	To Print	Casey D Johnson	-split-	Direct Deposit		X		231,387.19
10/04/2023	To Print	E.D. Brock	-split-	Direct Deposit		X		231,387.19
10/04/2023	To Print	Erica M Pena	-split-	Direct Deposit		X		231,387.19
10/04/2023	To Print	Erika F Davis	-split-	Direct Deposit		X		231,387.19
10/04/2023	To Print	Peter A. Martinez	-split-	Direct Deposit		X		231,387.19
10/04/2023	To Print	Jesus Navarro	-split-	Direct Deposit		X		231,387.19
10/05/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			1,453.39	232,840.58
10/05/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			2,996.85	235,837.43
10/05/2023	8431	805 Cleaning Services	2000 - Accounts Payable		375.00			235,462.43
10/05/2023	8432	Coastline Equipment	2000 - Accounts Payable	Backhoe Repair	1,046.53			234,415.90
10/05/2023	8433	Famcon Pipe and Su...	2000 - Accounts Payable		1,304.79			233,111.11
10/05/2023	8434	FGL Environmental I...	2000 - Accounts Payable		501.00			232,610.11
10/05/2023	8435	XIO, Inc.	2000 - Accounts Payable		1,095.00			231,515.11
10/05/2023	8436	Erica Marie Pena	2000 - Accounts Payable	CUSI Conferen...	500.00			231,015.11
10/05/2023	8437	Erika Davis	2000 - Accounts Payable	CUSI Conferen...	598.96			230,416.15
10/06/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,000.95	231,417.10
10/06/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			4,198.57	235,615.67

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From 10/01/2023 through 10/31/2023

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/06/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			645.20	236,260.87
10/10/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			1,538.05	237,798.92
10/10/2023	8438	ACWA	2000 - Accounts Payable	2024 Dues	10,810.00			226,988.92
10/10/2023	8439	City of Oxnard	2000 - Accounts Payable		16,422.14			210,566.78
10/10/2023	8440	SSBP	2000 - Accounts Payable		1,073.04			209,493.74
10/10/2023	8441	FGL Environmental I...	2000 - Accounts Payable		431.00			209,062.74
10/10/2023	8442	Michael K. Nunley ...	2000 - Accounts Payable		22,482.80			186,579.94
10/11/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/5			160.00	186,739.94
10/11/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/5			163.96	186,903.90
10/11/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/6			50.00	186,953.90
10/11/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/6			150.00	187,103.90
10/11/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/9			1,829.28	188,933.18
10/11/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/9			117.00	189,050.18
10/11/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/9			7,546.88	196,597.06
10/11/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			2,506.16	199,103.22
10/11/2023	8443	S.L. Leonard & Asso...	2000 - Accounts Payable		522.50			198,580.72
10/11/2023	8444	Raftelis Financial Co...	2000 - Accounts Payable		1,190.00			197,390.72
10/12/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,679.43	199,070.15
10/12/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			10,262.78	209,332.93
10/12/2023	ACH	ACWA/JPIA Health ...	5 - Salaries & Benefits:...	0700787	781.14			208,551.79
10/12/2023	ACH	Aflac	*2020 - Payroll Liabilit...	307386	239.30			208,312.49
10/12/2023	ACH	Spectrum	6 - Administrative Exp...	8-18-23	18.97			208,293.52
10/12/2023	ACH	AT & T	6 - Administrative Exp...	10-1-23	810.31			207,483.21
10/12/2023	ACH	Spectrum	6 - Administrative Exp...	10-1-23	410.95			207,072.26
10/12/2023	8445	Austin Dave	2000 - Accounts Payable		275.00			206,797.26
10/12/2023	8446	Traffic Technologies ...	2000 - Accounts Payable		163.71			206,633.55
10/12/2023	8447	Wilmington Trust Fe...	2000 - Accounts Payable	Sewer Bond Fe...	2,500.00			204,133.55
10/12/2023	8448	IVR Technology Gro...	2000 - Accounts Payable		104.24			204,029.31
10/13/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			949.49	204,978.80
10/13/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			4,185.33	209,164.13
10/13/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			748.42	209,912.55
10/13/2023	ACH	CalPERS	-split-	py pd 9-30-23 t...	4,051.64			205,860.91
10/16/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			2,924.47	208,785.38
10/17/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			420.76	209,206.14
10/17/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			3,349.20	212,555.34
10/17/2023		WHITE CAP	2000 - Accounts Payable	QuickBooks ge...				212,555.34
10/18/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/16			1,461.29	214,016.63
10/18/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/16			10,698.04	224,714.67
10/18/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/16			9,382.76	234,097.43
10/18/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/17			15,750.88	249,848.31

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From 10/01/2023 through 10/31/2023

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
10/18/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/16			5,848.73	255,697.04
10/18/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			1,312.82	257,009.86
10/18/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			3,223.38	260,233.24
10/18/2023	ACH	Nationwide Retirement	-split-	Py Pr 9-30-23 ...	2,066.28			258,166.96
10/18/2023	ACH	SEIU, Local 721	*2020 - Payroll Liabilit...	10-18-23 Payroll	67.00			258,099.96
10/18/2023	8449	Diener's Electric, Inc.	2000 - Accounts Payable		3,017.47			255,082.49
10/18/2023	8450	Great American Fina...	2000 - Accounts Payable		163.82			254,918.67
10/18/2023	8451	Michael K. Nunley ...	2000 - Accounts Payable		15,796.00			239,122.67
10/18/2023	8452	net2phone	2000 - Accounts Payable		341.09			238,781.58
10/18/2023	8453	PHWA	2000 - Accounts Payable		72,358.78			166,422.80
10/18/2023	8454	Wex Bank	2000 - Accounts Payable		1,558.33			164,864.47
10/18/2023		QuickBooks Payroll ...	-split-	Created by Pay...	25,117.78			139,746.69
10/18/2023	To Print	Carol J Dillon	-split-	Direct Deposit		X		139,746.69
10/18/2023	To Print	Casey D Johnson	-split-	Direct Deposit		X		139,746.69
10/18/2023	To Print	E.D. Brock	-split-	Direct Deposit		X		139,746.69
10/18/2023	To Print	Erica M Pena	-split-	Direct Deposit		X		139,746.69
10/18/2023	To Print	Erika F Davis	-split-	Direct Deposit		X		139,746.69
10/18/2023	To Print	Jesus Navarro	-split-	Direct Deposit		X		139,746.69
10/18/2023	To Print	Peter A. Martinez	-split-	Direct Deposit		X		139,746.69
10/19/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,055.93	140,802.62
10/19/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			2,859.68	143,662.30
10/19/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Pac West Draft			93,823.85	237,486.15
10/19/2023	ACH	CalPERS	-split-	Calpers Medical	10,791.30			226,694.85
10/19/2023	8455	Base Auto Parts and ...	2000 - Accounts Payable		125.66			226,569.19
10/19/2023	8456	FGL Environmental I...	2000 - Accounts Payable		447.00			226,122.19
10/19/2023	8457	Jesus N. Navarro	2000 - Accounts Payable	Yearly Fee for ...	492.00			225,630.19
10/19/2023	8458	Proven Print Services	2000 - Accounts Payable	2500 thicker #1...	555.02			225,075.17
10/19/2023	8459	Tampa Hardware 2	2000 - Accounts Payable		166.82			224,908.35
10/19/2023	8460	ACWA/Joint Powers...	2000 - Accounts Payable		5,738.82			219,169.53
10/19/2023	8461	Oil Changer	2000 - Accounts Payable		225.40			218,944.13
10/20/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/18			17,069.48	236,013.61
10/20/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/19			12,960.27	248,973.88
10/20/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			1,480.98	250,454.86
10/20/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			31,011.49	281,466.35
10/20/2023	RETCK	QB:Returned Item	1200 - Accounts Recei...	Ohearn	140.83			281,325.52
10/20/2023	8462	Performance Pipeline...	2000 - Accounts Payable		4,950.00			276,375.52
10/23/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			3,388.73	279,764.25
10/24/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			804.35	280,568.60
10/24/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			2,853.82	283,422.42
10/24/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,388.02	284,810.44

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Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
10/24/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		3,483.68	288,294.12
10/25/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/23		40,344.99	328,639.11
10/25/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/24		20,084.35	348,723.46
10/25/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Deo 10/20		421.05	349,144.51
10/25/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/25		3,975.68	353,120.19
10/25/2023	8463	CUSI	2000 - Accounts Payable		1,617.50		351,502.69
10/25/2023	8464	Pacific Low Voltage	2000 - Accounts Payable	Low voltage w...	6,985.00		344,517.69
10/25/2023	8465	CASA	2000 - Accounts Payable	1-1-24 to 12-31...	2,730.00		341,787.69
10/26/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		689.00	342,476.69
10/26/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		2,820.15	345,296.84
10/26/2023	8466	ACWA/Joint Powers...	2000 - Accounts Payable	23-24 Auto and...	28,874.00		316,422.84
10/26/2023	8467	Robert Lostutter	2000 - Accounts Payable	Rent, Electric a...	3,099.96		313,322.88
10/27/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		185.00	313,507.88
10/27/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		973.44	314,481.32
10/27/2023	8468	Badger Meter	2000 - Accounts Payable		274.39		314,206.93
10/27/2023	8469	Coastal Pipco	2000 - Accounts Payable		27.48		314,179.45
10/27/2023	8470	County of Ventura - ...	2000 - Accounts Payable		421.30		313,758.15
10/27/2023	8471	EJ Harrison & Sons, ...	2000 - Accounts Payable	9-1-23 to 9-30-...	50,451.04		263,307.11
10/27/2023	8472	FGL Environmental I...	2000 - Accounts Payable		171.00		263,136.11
10/27/2023	8473	Smartcover Systems	2000 - Accounts Payable		224.00		262,912.11
10/27/2023	8474	Grainger	2000 - Accounts Payable		360.49		262,551.62
10/30/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		738.93	263,290.55
10/30/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		738.93	264,029.48
10/30/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco		235.49	264,264.97
10/30/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI		517.53	264,782.50
10/30/2023	ACH	Cardmember Service	8000 - Suspense	10-2023	7,982.45		256,800.05
10/30/2023	ACH	So. California Edison...	2 - Sewer System Expe...	10-13-23	63.29		256,736.76
10/30/2023	8475	Performance Pipeline...	2000 - Accounts Payable	Sewer line clea...	29,978.20		226,758.56
10/31/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/30		1,040.03	227,798.59
10/31/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/26		5,068.77	232,867.36
10/31/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/30		4,657.45	237,524.81
10/31/2023	DEP	QB:DEPOSIT	2050 - Customer Depo...	Dep 10/31		661.70	238,186.51
10/31/2023	DEP	QB:DEPOSIT	6 - Administrative Exp...	Returned amou...		2,000.00	240,186.51
10/31/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 10/31		300.00	240,486.51
10/31/2023	8476	Mission Linen & Uni...	2000 - Accounts Payable	Reissue of chec...	473.58		240,012.93
10/31/2023	8477	Badger Meter	2000 - Accounts Payable		1,831.72		238,181.21
10/31/2023	8478	Famcon Pipe and Su...	2000 - Accounts Payable		992.06		237,189.15
10/31/2023	8479	Port Hueneme Marin...	2000 - Accounts Payable		56.33		237,132.82
10/31/2023	8480	Erica Marie Pena	2000 - Accounts Payable	Travel for CUSI	161.36		236,971.46
10/31/2023	8481	FGL Environmental I...	2000 - Accounts Payable		171.00		236,800.46

MINUTES OF THE
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT
REGULAR BOARD MEETING, October 10, 2023

A. CALL TO ORDER, ROLL CALL, PLEDGE OF ALLEGIANCE:

President Debley called the meeting to order at 5:01 P.M. In attendance, Director Brewer, Director Lebow, Director Nast, General Manager, Peter Martinez, General Counsel, Dennis McNulty, Office Manager, CJ Dillon and Operations Manager, Jesus (Chuy) Navarro.

Vice President Bouchard was absent.

B. PUBLIC COMMENTS:

None.

C. CONSENT CALENDAR:

Director Brewer made the motion to approve the Consent Calendar. Director Lebow seconded the motion. The motion passed.

ROLL CALL VOTE:

Debley: YES, Brewer: YES, Lebow: YES, Nast: YES 4 - Yes 0 -No

Item H Closed Session was moved before Items E, F and G

D. ACTION CALENDAR:

1. PROFESSIONAL SERVICES AGREEMENT WITH SOUTHWEST INSPECTION AND TESTING

General Manager Martinez explained that this proposed Professional Services Agreement is time and material as needed with an amount not to exceed \$26,005.00. General Manager Martinez said it is the owner's responsibility to perform this testing and the recommendation is to approve this Agreement to ensure the project meets all required standards. There was no public comment. Board asked questions. Construction Manager, Sean Leonard, Leonard and Associates, gave a general overview of the testing, inspection, and requirements. Director Brewer made the motion to approve the Agreement. Director Nast seconded the motion.

ROLL CALL VOTE:

Debley: NO, Brewer: YES, Lebow: NO, Nast: YES 2- Yes 2 -No

Due to the tie vote, the motion did not pass. Board then all in favor agreed to table the item to be considered at another time in order to get more information so the Board can better discuss the issue before consideration of the main motion can continue.

2. CONSIDER ADOPTION OF NEW CONTRACT MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE DISTRICT AND SERVICE EMPLOYEES INTERNATIONAL UNION LOCAL 721

Chief Negotiator, Aram Agdaian, SEIU Local 721, presented to the Board a review of the summary of the tentative agreement Staff negotiated with Union members.

H. CLOSED SESSION:

The Board went into Closed Session at 5:32 p.m.

1. CONFERENCE WITH DISTRICT LABOR NEGOTIATOR

Pursuant to California Government Code Section 54957.6. Closed session will discuss salaries, compensation, and fringe benefits to employees and provide instruction to District’s designated representatives.

Agency designated representative: General Manager Martinez

Employee Organization: Service Employees International Union (SEIU) Local 721

2. CONFERENCE WITH REAL PROPERTY NEGOTIATOR

In accordance with Government Code section 54956.8 – Conference with *Real Property Negotiator General Manager Martinez* regarding Cross Base Pipeline – *Party to be negotiated with City of Port Hueneme.*

The Board went into Open Session at 6:48 p.m.

General Counsel reported that the Board met in Closed Session to discuss the 2 items on the agenda. No action was taken at this time.

E. INFORMATION CALENDAR:

1. Update on New Building

General Manager Martinez reported the demo of the main building is complete and the back building is torn down to the studs. The next steps include installation of temporary fencing, dirt surveying and grading which will begin shortly. The Notice to Proceed was received October 2, 2023, meaning that the project should be complete in one year. General Manager Martinez commented that the neighbors have been cooperative and excited about the project's inception.

2. District Accomplishments 2022-2023

General Manager Martinez said he felt the District Accomplishments 2022-2023 were worthy of sharing with the Board (*see attached*).

3. Report from Board Members for any meeting or conference where compensation for attendance was received.

President Debley said the PHWA meeting was canceled.

F. BOARD MEMBER COMMENTS:

Director Brewer said she will be meeting with the Harbor Visioning Committee.

President Debley said they will be putting a new playground in the Harbor next to Marine Emporium Landing in the grassy area.

President Debley said the Hyatt House project will not break ground by December 31, 2023, because there are grading issues.

G. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:

General Counsel had no comments.

General Manager Martinez said the asset management program the District currently uses was acquired by another company. The District is now actively seeking a replacement program. The District is currently under contract until the end of July 2024.

Once the contract has ended the data will be transferred to the new program since the District owns the data.

General Manager Martinez announced that Peter Candy will be at next Board meeting.

General Manager Martinez said the PHWA most likely not be meeting this month.

General Manager Martinez said that it is time for the General Manager review and the Board will be receiving an email with evaluation materials from Office Manager Dillon next week.

The Board Meeting adjourned at 7:29 P.M.

Sean Debley, President

22-23 Year in Review

CATEGORY	ACCOMPLISHMENTS
Communication Efforts	<ul style="list-style-type: none"> • Social media policy adopted • Social media posts • Website posts for project updates • Message boards for projects
Professional Development	<ul style="list-style-type: none"> • Participated in Multiple Conferences: ACWA, CUSI, AWA, APWA, CWEA • App based Waterwise for contact hours (new this year) – saves time and money
PHWA Engagement	<ul style="list-style-type: none"> • Cross Base Agreement – additional revenue for unused capacity, allowing for current discussions which may increase revenue • PHWA strategic planning effort – drive forward and integral in execution • Budget process – variable cost decrease
SB 1383	<ul style="list-style-type: none"> • Ordinance approved and implemented October 1 2022 • Bill inserts, social media, and site visits for commercial customers
CI 101 Waterline	<ul style="list-style-type: none"> • Completed construction • Final project cost under budget \$525,301.72 of original budget of \$533,272 • No complaints & 100% buy-in from impacted customers • Water quality improvement
CI 105 Valve Replacement	<ul style="list-style-type: none"> • Combined Phase II into Phase 1 which saved on mobilization • Implemented Valve Exercising program – every valve exercised every 3 years • Replaced 40 valves
CI 202 LS Station Rehab	<ul style="list-style-type: none"> • Electrical upgrades and replaced meter box
Oxnard WW Agreement	<ul style="list-style-type: none"> • Finalized agreement
Solid Waste Hauling Agreement	<ul style="list-style-type: none"> • Negotiated 7-year agreement with no rate increase • Added additional can
CI 401 Building	<ul style="list-style-type: none"> • Completed plan check, permitting, bidding and award, NTP October 2, 2023
CI 402 Asset Management	<ul style="list-style-type: none"> • Merged customer service into platform
CI 403 Vehicle Replacement	<ul style="list-style-type: none"> • New crane truck • Two new service trucks
General	<ul style="list-style-type: none"> • Re-investment strategy increased return by \$350-400k per year • Developed draft rate for SW discharge with County; developing MOA with potential \$20k+ of additional revenue



Board of Directors:

SEAN DEBLEY, President
JARED BOUCHARD, Vice President
KRISTINA BREWER, Director
MICHAEL LEBOW, Director
BOB NAST, Director

PETER MARTINEZ
General Manager

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Regular Board Meeting, November 14, 2023

To: Board of Directors
From: Peter Martinez, *General Manager*
Subject: Memorandum of Understanding (MOU) Between Channel Islands Beach Community Services District and SEIU Local 721
Item No. E-1

RECOMMENDATION:

1. Approve new Memorandum of Understanding (MOU) Between Channel Islands Beach Community Services District and SEIU Local 721

FINANCIAL IMPACT: Staffing costs and conferred benefits will be presented into future operating budget cycles. No changes to current FY 2023 – 2024 Operating Budget are proposed.

BACKGROUND:

The District employs five unionized staff, represented by Service Employees International Union (SEIU) Local 721. Every five years, management negotiates a memorandum of understanding (MOU) with SEIU which serves as the authoritative document outlining wages, benefits, workplace conditions. The current MOU runs from 2018 to 2023.

The District began negotiations with SEIU Local 721 on August 29, 2023. SEIU then met privately with represented staff to discuss the proposed changes. Subsequently, District management met with SEIU on October 3, 2023 to reach a tentative agreement.

DISCUSSION:

Attached for Board consideration is the proposed MOU between the District and SEIU for a period beginning January 1, 2024 through June 30, 2028. While there are several minor changes, the significant changes will be summarized below.

Article 5 – Cost of Living Adjustments

Effective the first full pay period commencing on or after July 1, 2024, the District agrees to a one-time wage adjustment of six percent (6.0%) It is further agreed that for the term of this MOU that

without regard for the Consumer Price Index (CPI), in no case shall any single year COLA increase exceed 4% (currently 4%) and shall not be less than 2% (currently 2%).

Article 7 – 457 (B) Deferred Compensation Plan

The District currently contributes 3.467% into the employees' 457 (B) Plan. The tentative agreement with SEIU will increase the District contribution by 0.533% for a total employer contribution of 4%.

Article 11 – Holidays

The current MOU includes a holiday closure (furlough) period beginning Christmas Eve through New Year's Day. Aside from Christmas and New Year's Day, District staff must use annual leave time if they wish to be paid for business days during the furlough period. The tentative agreement with SEIU includes the addition of two holiday's (Christmas Eve and New Year's Eve).

Article 12 – Annual Leave

The current MOU includes the following bi-weekly Annual Leave Accruals:

1-4 years – 6.77 hrs

5-9 years – 8.30 hrs

10+ years – 9.84 hrs

The proposed bi-weekly Annual Leave Accruals are as follows:

1-4 years – 7.12 hrs

5-9 years – 8.65 hrs

10+ years – 10.19 hrs

The proposed increase is the equivalent of a nine-hour increase annually.

Article 12 – Textbook and Tuition Reimbursement Program

The District currently offers employees a textbook and tuition reimbursement program up to \$2,000 per year. The current reimbursement amount was last adjusted in 2018. The proposed MOU increases the reimbursement to \$3,000, which is more consistent with tuition reimbursement programs offered by other public agencies.

ARTICLE 32 - Wellness Program (New)

Members will be reimbursed for all eligible health and wellness expenses, including, but not limited to preventative medical examinations (minus any amount paid by a private insurance plan), health club or gym memberships, licensed weight loss facility memberships, physical therapy sessions, smoking cessation programs, and items on the list below. Regardless of which option the employee selects, the combined maximum reimbursement is \$500 per fiscal year per employee. Changes to the Wellness Program – including the \$500 fiscal year reimbursement cap – are subject to mutual agreement by the parties. *Wellness Program Reimbursement submittals shall be approved by the General Manager.*

Staff has reviewed the proposed MOU with legal counsel and compared with other local jurisdictions to ensure the tentative agreement is equitable for the District and the employee's of the District.

ATTACHMENTS:

1. Memorandum of Understanding Between Channel Islands Beach Community Services District and SEIU Local 721

MEMORANDUM OF UNDERSTANDING BETWEEN CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT AND SEIU LOCAL 721

January 1, 2024 – June 30, 2028

PREAMBLE

This Memorandum of Understanding (MOU) between the General Manager of the Channel Islands Beach Community Services District, hereinafter referred to as “District” and Service Employees International Union Local 721, hereinafter referred to as “SEIU Local 721”, summarizes the agreements reached concerning wages, hours and other terms and conditions of employment for the period January 1, 2024, and ending June 30, 2028. This MOU is effective upon its ratification by both parties. This MOU shall apply only to those employees occupying position classifications represented by SEIU Local 721. The parties agree to recommend the adoption of this MOU to the District’s Board of Directors.

This MOU shall be binding on the District and SEIU Local 721 only if the Board of Directors approves and adopts this MOU. The Board of Directors’ approval shall consist of the following:

- A. A resolution of the Board of Directors adopting this MOU which receives at least three (3) affirmative votes,
- B. Enactment of amendments to the District’s Ordinances, Regulations and/or Policies necessary to fully implement the provisions of this MOU, and
- C. Action by the Board of Directors to appropriate necessary funds fully required to implement those provisions of the MOU which require funding.

Except as provided in this MOU, all wages, hours and working conditions, and other provisions in existence prior to the effective date of the MOU, which is not changed by this MOU, shall remain in full force and effect.

ARTICLE 1

RECOGNITION

In accordance with provisions of the Meyers-Milias-Brown Act of the State of California, Government Code Section 3500-3511, and provisions of CIBCS District Resolution No. 84-04, adopted on June 11, 1984, the District recognized SEIU Local 721 as the employees’ representative for the purpose of meeting and conferring on matters of wages, hours and other terms and conditions of employment to the extent required by law for all employees in those certain specified position classifications listed below:

ADMINISTRATIVE DIVISION

- Customer Service Rep / Admin Assist I
- Customer Service Rep /Admin Assist II
- Lead Customer Service Rep / Clerk of the Board

OPERATIONS DIVISION

- Water & Wastewater Operator I
- Water & Wastewater Operator II
- Water & Wastewater Operator II / Equipment Operator
- Lead Water/Wastewater Operator

The provisions of this MOU are not applicable to any part-time or extra-help employees utilized by the District.

ARTICLE 2

TERM

The Term of this agreement shall be for approximately fifty-four months, covering the period January 1, 2024, up to and including June 30, 2028.

ARTICLE 3

SUCCESSOR AGREEMENT

If the employees desire to negotiate a successor MOU, then SEIU Local 721 shall present to the District a written request to commence negotiations for a successor MOU during the period of January 1, 2028, to March 31, 2028. Should SEIU Local 721 fail to submit a written request for the commencement of negotiations by May 1, 2028, then SEIU Local 721 will have waived any claims for retroactive payments. Should SEIU Local 721 submit a written request to the District for the commencement of negotiations for a successor MOU during the above referenced period, then both SEIU Local 721 and District Management shall be prepared to exchange their respective initial written proposals during the first negotiating meeting.

The parties agree to conduct any negotiations for a successor MOU in accordance with applicable provisions of the Meyers-Milias-Brown Act of the State of California. Both parties intend to embark in good-faith negotiations, meet as often as necessary, and work diligently to conclude the negotiations at the earliest possible date. The parties intend that negotiations for a successor MOU be concluded by June 1, 2028.

ARTICLE 4

POSITION CLASSIFICATION SALARY PLAN

For Customer Service Rep I/II, and Water/Wastewater I/II, and Water/Wastewater II / Equipment Operator Each employee position classifications authorized and approved by the Board of Directors shall consist of five steps (5). There shall be an approximate five percent (5%) increase between each step.

For Lead Customer Service Rep/ Clerk of the Board and Lead Water/Wastewater Operator, classifications authorized and approved by the Board of Directors shall consist of three steps (3). There shall be an approximate five percent (5%) increase between each step.

Employees are eligible for promotion from the step that they are currently in to the next step only for continued satisfactory service and above by the employee in the effective performance of their duties, as determined by the General Manager through a review of the employee's Performance Appraisal Report (PAR), which occurs annually, on or about the anniversary date of the employee's hiring. If the PAR is conducted after the employee's anniversary date and the employee is subject to a wage increase, the increase will be applied retroactively to the employee's anniversary date.

Employees are eligible for promotion from Step I A to Step I B after a six (6) month probationary period of continued satisfactory service in Step 1A. An additional step will be granted upon satisfactory completion of the initial 12 months of service.

For future promotions, employees are eligible for a whole step increase after twelve (12) months of continued satisfactory service in their current step.

The parties agree that an employee receiving an overall outstanding Performance Appraisal Report (PAR), the employee's performance is of value to the District and with the recommendation of his/her immediate supervisor the District may grant multiple steps to the employee's base salary then in effect. The General Manager shall have discretion in granting such a compensation adjustment. His/her decision shall be based upon an evaluation of the employee's Performance Appraisal Report (PAR), and the value of the employee's performance to the District. The level of the compensation adjustment shall be equivalent to an additional five percent (5%) of the employee's base salary then in effect.

The parties agree that for the duration of this MOU, any employee who has reached the fifth and final step of their salary range, may receive a performance-based compensation adjustment. The General Manager shall have discretion in granting such a compensation adjustment. His/her decision shall be based upon an evaluation of the employee's Performance Appraisal Report (PAR), and the value of the employee's performance to the District. SEIU Local 721 represented employees reserve the right to appeal for a salary increase upon receiving an overall outstanding PAR to the General Manager. The General Manager shall determine the level of the compensation adjustment, but in no event shall it exceed 5% of the employee's base salary then in effect.

ARTICLE 5

COST OF LIVING ADJUSTMENTS (COLA)

Effective the first full pay period commencing on or after July 1, 2024, the District agrees to adjust wages of classes in the bargaining unit covered by this MOU by a six percent (6.0%) cost-of-living increase.

Any subsequent years during the term of this MOU, it is agreed that employee base salaries shall be adjusted annually based on the average of the March-to-March Consumer Price Index (CPI) for Los Angeles-Long Beach-Anaheim Area. It is further agreed that for the term of this MOU that without regard for the CPI, in no case shall any single year COLA increase exceed 4 percent and shall not be less than 2 percent. COLA shall take effect on July 1 of every year.

CERTIFICATION PAY

Existing staff members are exempted from the following provisions regarding certification

requirements; requirements will only apply to new hires after November 17, 2018. The District will be responsible for all exam fees and certification renewals.

- An Operator I will be required to hold a Distribution I (“D1”) certification issued by the State Water Resources Control Board within 18 months of the employee’s hire date. The employee’s initial probation period of six (6) months will be extended up to eighteen (18) months from the employee’s hire date if the D1 Exam has not been successfully completed. The employee is still eligible for regularly scheduled COLA and step increases during the probationary period. The District reserves the right to relieve the employee of his/her duties if the D1 exam has not been successfully completed after eighteen (18) months from the initial hire date.
- An Operator II will be required to hold a Distribution II (“D2”) certification issued by the State Water Resources Control Board, for both new hires and promoting employees. Any Operator I wishing to promote to Operator II will first be required to successfully complete his/her D2 Exam prior to promotion. An Operator I that is due for a step increase into the Operator II range, will not be eligible for the step increase pay until he/she has successfully completed his/her D2 Exam; the employee will still be eligible for COLA regardless of exam results.

For those certifications acquired that exceed the State or District mandated requirement for the water or wastewater system a one percent differential shall be paid for each level above the mandated certification. The District shall provide and fund necessary training to assist employees in achieving new certifications mandated by either the State of California or the District. Training time and scheduling of training is subject to the General Manager’s approval.

WAGE COMPENSATION STUDY

At the request of the Union, the District agrees to conduct a compensation study as needed for all represented job classifications. SEIU Local 721 agrees to assist with the study with research performed by SEIU Local 721 staff.

ARTICLE 6

EMPLOYEE GROUP INSURANCE BENEFIT PROGRAM

The Employee Group Insurance Benefit Program (EGIBP) shall include the following insurance plans:

- A. Major Medical and Hospitalization Insurance
- B. Group Life and Accidental Death & Dismemberment Insurance
- C. Vision Care Insurance
- D. Dental Insurance.

Enrollment in the aforementioned group insurance plans shall be subject to applicable coverage provisions as set forth by the appropriate insurance companies. The District agrees to pay the premium required to secure insurance coverage under each of the above insurance plans in accordance with the rate schedules established by the appropriate insurance companies. Coverage of eligible dependents shall be subject to applicable provisions and limitations of the appropriate insurance companies and the limitations for individual plan coverage as set forth below.

Employees may enroll eligible dependents subject to applicable provisions set forth by the insurance companies and spending limits set by the District below.

MAJOR MEDICAL AND HOSPITAL INSURANCE PLANS

The parties agree that the District, for the duration of this MOU, shall continue to contribute monies toward major medical and hospitalization insurance plan coverage. District will pay a maximum of one-hundred fifty percent (150%) of the premium costs of the CalPERS Blue Cross Platinum PPO plan (Region 2) or plan equivalent if the plan's name is changed per month.

For any health premium costs above the of one-hundred fifty percent (150%) of the CalPERS Blue Cross Platinum PPO plan (Region 2) or plan equivalent if the plan's name is changed, the District shall pay sixty percent (60%) of all remaining premium costs and the employee will pay the other forty percent (40%). For the duration of this MOU, the District's base contribution will be adjusted based on the premium costs for the CalPERS Blue Cross Platinum PPO plan (Region 2) or plan equivalent if the plan's name is changed.

GROUP LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT INSURANCE PLAN

The parties agreed that the District, for the duration of this MOU, shall continue to contribute monies towards the full premium payment required for "Employee-Only" insurance coverage, in accordance with the published rate schedules of a group life and accidental death and dismemberment insurance plan, known as ACWA Group Life Plan No. 163. Effective July 1, 1996, the District agreed to pay the full premium required for "Employee-Only" coverage for each employee equal to the published monthly rate for the plan chosen by that employee.

VISION CARE INSURANCE PLAN

The parties agreed that the District, for the duration of this MOU, shall continue to contribute monies towards the full premium payment required for both "Employee Only" and "Dependent" insurance coverage, in accordance with the premium schedules in effect for the ACWA Vision Service Plan Group N10. 00-2280010060-0060 (0106873A). Per ACWA's requirements, the District agrees to pay the full premium required for "Employee-Only" and "Dependent" coverage.

DENTAL INSURANCE PLAN

The parties agreed that the District, for the duration of this MOU, shall continue to contribute monies towards the full premium payment required for both "Employee-Only" and "Dependent" insurance coverage in accordance with the premium schedules in effect for the ACWA Delta Dental Plan of California, Group No. 3990143. Per ACWA's requirements, the District agreed in FY 99/00 to pay the full premium required for "Employee-Only" and "Dependent" coverage for each employee equal to the published monthly rate for the plan chosen by that employee.

The parties agree that the District, for the duration of this MOU, shall continue to contribute 100% of the premium towards orthodontia to include employees, children and adult dependents.

ARTICLE 7

457(B) DEFERRED COMPENSATION PLAN

On August 1, 1984, the District began the implementation of a Tax-Sheltered Annuity Program. The Plan is governed under the provisions of Section 457 of the Internal Revenue Service Code of 1954, as amended. Effective January 1, 2024, the parties agree that the District shall contribution equal to 4.00% percent of the employee's gross salary then in effect into the employee's annuity plan account for the duration of this MOU, Monies deposited into each employee's annuity plan account under this formula are designated as "the District's contributions." Monies deposited into the annuity plan account by the employee are designated as "the Employee's contributions."

The parties jointly acknowledge that both the District's annual contributions and the employee's annual contributions into each employee's annuity plan account are subject to applicable IRS rules and regulations governing annual contribution limits.

The parties previously agreed and continue to agree that there are two (2) components to each employee's annuity plan account, as follows:

1. District's Accumulated Contributions: Defined to include all monies contributed by the District into each employee's annuity plan account, plus a pro-rated share of the earned income and/or interest earnings associated with the District's contributions.
2. Employee's Accumulated Contributions: Defined to include all monies contributed by the employee into their annuity plan account, plus a pro- rated Share of the earned income and/or interest earnings associated with the employee's contributions.

Vesting schedules for the District's and Employee's Accumulated Contributions are different. The parties agree that the following vesting schedules shall apply:

1. District's Accumulated Contributions: The District begins to deposit its contributions to the employee's annuity account upon successful completion of the employee's initial six (6) month probationary period hire date. Vesting of the District's contributions begins at the end of the first year of employment. Thirty-three and one-third percent (33 $\frac{1}{3}$ %) vests at the end of the first year, sixty-six and two-thirds (66 $\frac{2}{3}$ %) vests at the end of the second year, and one-hundred percent (100%) or full vesting occurs at the end of the third (3rd) year of service, as measured from the date of initial hire for each employee. Employee's Accumulated Contributions: Full vesting of these contributions is achieved concurrently with the employee's initial contribution to their annuity plan account. This occurs subsequent to the successful completion of the six (6) months probationary period for a new employee.

Full vesting of the District's Accumulated Contributions shall occur in the event that a covered employee becomes eligible for retirement or specified separation from the District due to one of the following circumstances:

1. Retirement at age fifty-five (55) or older.
2. Disability retirement due to illness or injury that is generally recognized as such by public agencies and approved by the Board of Directors.

3. Layoff for lack of work and/or funds, as approved by the Board of Directors.

CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM

On May 5, 2018, the District enrolled in the California Public Employee Retirement System (CalPERS), under the Miscellaneous 2% at age 62 formula. As a new enrollee into CalPERS, the District's contract with CalPERS was executed after the passage of the Public Employees' Pension Reform Act of 2013. The District will pay the employer's pensionable wages and the employee's will pay the employee's pensionable wages towards the CalPERS formula.

The parties agree that there are two (2) components to each employee's CalPERS formula, as follows:

1. District's formula contribution: Defined to include all monies contributed by the District towards the employee's pensionable wages towards the CalPERS formula., The formula is based on actuarial results performed by CalPERS.
2. Employee's formula contribution: Defined to include pensionable wages contributed by the employee towards their CalPERS formula. The formula is based on actuarial results performed by CalPERS.

Per CalPERS rules, the District and its enrolled employees must adhere to the following conditions:

1. Per the CalPERS contract, vesting schedules for the CalPERS contributions are five (5) years. If the employee separates from the CalPERS system prior to completing five (5) years of service enrolled in CalPERS, they may opt to keep their service years banked in CalPERS or withdraw their CalPERS account funds.
2. Employees will begin earning CalPERS benefits upon hire by the District.

ARTICLE 8

WORKDAY HOURS & FLEX TIME SCHEDULES

The District observes a 9/80 work schedule, whereby an employee completes a standard 80 hours of work over the course of nine (9) working days. Therefore, employees will have alternating weeks of 5-day workweeks, followed by 4-day workweeks. The employees' flex days will be assigned by determination of the General Manager to ensure all operational and administrative staffing needs are being met. Any deviations from the assigned flex day must be approved by the employee's supervisor.

Normal work hours shall be from 7:30 AM to 5:00 PM Monday through Friday. Employees are required to report to the District, fully ready for work at 7:30 AM. Employees shall log work time and activities on the system implemented by District management. Any employee, who is authorized to work overtime by District Management, shall be compensated for any authorized overtime in accordance with applicable provisions of the Federal Fair Labor Standards Act, District Resolution No. 85-18 and Article No. 10, Overtime, of this MOU.

Each employee shall have a one half-hour (½) hour lunch period. When work can be interrupted without adversely effecting job duties and operational activities in progress, there may be a rest period which shall be taken at a time and place and in a manner determined by the employee's supervisor. Such rest period shall be with pay and shall not exceed ten (10) minutes for each full four (4) hours

work. Such rest period is intended to be a recess to be preceded and followed by an extended work period. Consequently, it may not be used to cover an employee's late arrival to work or early departure. Nor may it be regarded as cumulative if not taken.

The parties recognize that the General Manager has been given the authority by the Board of Directors to approve alternate work schedules (i.e., "Flex-time") on a case-by-case basis. The General Manager's evaluation of and decision to approve any requests for Flex-time alternative work schedules shall be based on the District's operational requirements and customer service needs. Flex-time Alternative schedule changes for any position classification shall not result in a reduction of level of service to the public without the prior approval of the Board of Directors. If Flex-time alternative work schedules are proposed by a SEIU Local 721 District employee, the Parties agree to meet to ensure that the implementation of the proposed Flex-time alternative schedule is in accordance with the Fair Labor Standards Act.

ARTICLE 9

ON-CALL RESPONSE

The parties agree that the purpose of Call-Back/Stand-By duty is to provide the District with a certified Water/Wastewater Operator qualified to respond to utility service emergencies and call-outs outside of the employee's regular work hours. The Water/Wastewater Operator who is assigned to Callback/Stand-By duty is expected to be available via District-issued mobile device and shall be at no time more than forty-five minutes (45 minutes) away from the District office. Any on-call personnel who knowingly will be out of cellular service access for an extended period of time must the Operations Manager in advance.

Any Water/Wastewater Operator Community Services Worker who is on-call and does not respond to an alarm may be subject to disciplinary action up to and including dismissal, pursuant to applicable provisions of Policy No. 10, Suspension, Dismissal, Demotion and Resignation, as contained in the District's Personnel Manual, as amended.

STANDBY COMPENSATION

District agrees to pay \$270.08 per week for Stand-By Pay to those Water/Wastewater Operators certified by the State of California as Distribution System and/or Collection System Operators scheduled to and actually performing Call-Back/Stand-By Duty pursuant to the District's Personnel Policy. The District agrees to increase the weekly standby rate of \$270.08 per week, annually by 2% for the duration of this MOU. The 2% increase will take place on January 1 of each year, beginning January 1, 2020.

Call-outs reduce the total number of hours paid at the standby rate, but will be paid out at the on-call pay rate. Any additional represented staff members that are called out for emergency purposes, will be paid at the Standard Overtime rate.

TELEMETRY RESPONSE PAY

The District agrees to pay employees responding to alarms a minimum of one half hour (½) at the call-out rate for each call requiring the employee to login in and evaluate SCADA system alarms. If

another/other alarm(s) is/are received within the same half hour (½), the subsequent alarms shall be considered part of the initial half hour (½) and second or additional minimums shall not apply. Twenty-four hours is the maximum combined hours paid for any calendar day. It is agreed that the employee shall receive compensation for time actually required while logged in should the time exceed the minimum one-half hour. Any time logged for remote response beyond 30 minutes, should be recorded in 30-minute increments thereafter. It is also agreed that after an initial online evaluation of the alarm, should the employee be required to physically respond, the employee will then receive only the two-hour minimum in accordance with the terms set forth in the sub section titled Call- Back Pay. Only the on-call personnel is eligible to receive telemetry response pay, even if other personnel are notified of alarms. Other staff, not currently assigned to be on-call, may disable alarms and notifications at their discretion.

ARTICLE 10

OVERTIME

Pursuant to applicable provisions of the Fair Labor Standards Act and District Resolution No. 854 8, overtime is defined as time duly authorized and worked in excess of the regularly scheduled workday(s), such as:

1. Paid time in excess of employee’s scheduled workday.
 - o Eight (8) hours per day for a 5/40 work schedule
 - o Nine (9) hours per day for a 9/80 work schedule
 - o Ten (10) hours per day for a 4/10 work schedule
2. Work performed on a District assigned holiday.
3. Other paid time off (holidays and annual leave) shall count towards the accumulation of work hours in the computation of overtime hours worked.

An employee shall receive compensation at the rate of one and one-half (1½) times the employee’s regular rate of pay in effect at the time of the authorized overtime hours worked. Overtime compensation shall be added to employee’s standard paycheck, unless the employee has requested, and the District approved, the use of compensatory time-off as compensation for the authorized overtime hours worked. Compensation time will be added to employee’s Annual Leave Bank at one and one-half times the number of overtime hours worked.

Overtime Compensation — Method of Calculation Pursuant to applicable provisions of the Fair Labor Standards Act, the employee’s “regular rate of pay” in effect at the time shall include Certification Pay and Call-Back/Stand-By pay, if applicable, for purposes of computing the amount of compensation due for authorized overtime hours worked during a forty-hour weekly period. For example, an employee who has a base hourly rate of pay equal to \$30.00 per hour is eligible to receive Call-Back/Stand-By Pay and Certification Pay. That employee’s “regular rate of pay”, for purposes of the computation of compensation for authorized hours of overtime worked during the weekly period is defined as follows:

Payroll Description	Explanation	Compensation
Standard Working Pay	\$30 per hour at 40 hours	\$1,200
On-Call Pay	\$200 per week	\$200
Total Weekly Pay	Standard wages and on-call	\$1,400

Average Hourly Pay	\$1,400 weekly divided by 40	\$35.00
Standby Call-Out Pay	\$35 at 1.5x	\$52.50

Employees who respond to after hours and weekend Call-Backs are required to record the starting and ending time for these activities accurately, and in a timely manner. Time recorded shall be done on time recording system specified by District management. The parties agree that employees must record and log their time properly during their after-hours and weekend work periods pursuant to applicable provisions of the Fair Labor Standards Act and District Resolution No. 85-18. The parties agree to work together to ensure employee conformance with this mandatory recording requirement. The parties agree that should the employee fail properly report and log their time, the employee may be subject to disciplinary action in accordance with applicable provisions of Policy No. 10, Suspension, Dismissal, Demotion and Resignation, as contained in the District’s Personnel Manual.

AFTER-HOURS CALL-BACKS

The parties agree that employees who have logged time properly, including during weekend/holiday periods, are responding after work hours and are entitled to receive a minimum of two (2) hours of overtime compensation. The employee is required to log the time when they responded to the call-out and the time it was completed in the District’s work log system. After hour calls received that do not require a physical response shall not be considered a call back, thus not entitled to two hours.

If another/other alarm(s) or callback is/are received within the same two hours (2), the subsequent alarms/callback shall be considered part of the initial two hours (2) and second or additional minimums shall not apply. The district agrees that the clock begins when a call is received, and clock stops when employee returns home (portal to portal).

Example:

After hours call (1) received at 8pm

Employee completes call and returns home at 9:30pm.

Employee receives after hour call (2) at 9:45pm (within same 2 hr. window)

Employee completes call and returns home by 11:00pm.

The total overtime paid for calls (1) & (2) is 3 hours.

NON-EMERGENCY COMMUNITY SERVICE PROJECTS

The parties agree that from time to time that District Management may request the Water/Wastewater Operator who is on Call-Back/Stand-By duty, or other Water/Wastewater Operator, to perform non-emergency, community service project work after hours and/or on weekends, District Management agrees to consult with the affected Water/Wastewater Operator in advance of the scheduled date for such community service projects regarding their availability and willingness to perform such non-emergency, community service project work after hours and/or on weekends. Any such work shall be compensated at the rate of one and one half (1½) times the employee’s regular rate of pay. The

employee is required to log their time for hours spent on the community service project.

ARTICLE 11

HOLIDAYS

The parties acknowledge and agree to the following schedule of fourteen (14) holidays per year, twelve (12) Assigned Holidays, and two (2) Floating Holidays, as established by the Board of Directors, pursuant to applicable provisions of Government Code Section 6700, and the District's Personnel Manual.

ASSIGNED HOLIDAYS

Paid assigned holidays are:

- New Year's Day (January 1)
- President's Day
- Martin Luther King's Birthday
- Memorial Day
- Independence Day (July 4)
- Labor Day
- Veteran's Day
- Thanksgiving Day (Fourth Thursday in November)
- Friday after Thanksgiving
- Christmas Eve (December 24)
- Christmas Day (December 25)
- New Year's Eve (December 31)

and every day appointed by the Governor of the State of California for a public thanksgiving or public holiday shall be paid assigned holidays.

FLOATING HOLIDAYS

District offices and facilities shall remain open on:

- César Chávez' Birthday (March 31)
- Indigenous Peoples' Day

Employees who work on a Floating Holiday, in accordance with applicable provisions of the Personnel Manual, shall be permitted to take an alternate day off, in lieu of their working on the Floating Holiday, or have their time worked added to their Annual Leave accrual bank. Time off on Floating Holidays is contingent upon supervisor approval in order to meet staffing needs for administrative and operations functions.

To be entitled to District compensation for paid Holidays, an employee must be eligible to receive District compensation for both the scheduled working days before and after such holiday. An employee on Leave Without Pay for either or both the working days before and after such holiday shall not be eligible to receive holiday pay.

HOLIDAY CLOSURE

District offices and facilities are closed, and employees must use Annual Leave if they wish to be paid for the day. The holiday closure period will be from December 24 through January 1. Normal District operations will resume on January 2. Staff will be required to use Annual Leave for pay for the following days:

- All business days between December 26 and December 30.

Christmas Eve (December 24), Christmas Day (December 25), New Year's Eve (December 31) and New Year's Day (January 1) are paid assigned holidays as shown in the sub-article above. All Annual Leave hours used during the holiday closure will count towards 80-hour Annual Leave requirement for cash out provisions.

During the Holiday Closure a member of the Operations Staff will serve as the on-call personnel to handle any water/wastewater emergencies that occur during the closure. Operations Staff will be paid at the call- out rate as specified in Article 9.

ARTICLE 12

ANNUAL LEAVE

The parties agree to abide by the following schedule of Annual Leave accruals for the employees covered by the MOU. The District will track vacation accruals and sick accruals in a common Annual Leave Bank, per the accrual schedule shown below. Furthermore, all compensation time and floating holiday balances will also be tracked in the common Annual Leave Bank.

Tenure	Annual Leave / Pay Period
ONE (1) — FOUR (4) YEARS	7.12 hours
FIVE (5) — NINE (9) YEARS	8.65 hours
TEN (10) OR MORE YEARS	10.19 hours

EXCESS ANNUAL ACCRUAL — CASH REDEMPTIONS

Twice during a twelve-month period, an employee may request the redemption, in cash, of excess annual leave accrual balances. The employee requesting said annual leave redemption shall comply with both of the following procedures in order to be eligible for said redemption cash payments.

1. Employee must have used at least forty (40) hours of annual leave time accruals during the six (6) months immediately preceding the request for annual leave redemption.
2. Employee must have at least eighty (80) hours of annual leave accruals remaining subsequent to the implementation of any annual leave redemption.

Provided that both of the above provisions have been met, the District shall pay the employee making the request for annual leave redemption an amount of cash equal to the number of annual leave accrual hours requested for redemption, times the hourly base salary rate for that employee in effect at the time that they make their request.

ANNUAL LEAVE MAXIMUMS

Annual leave shall be accrued to a limit of five hundred (500) hours. All hours over that will be paid out to employee after pay period in which it was earned.

CASH PAY-OUT AT SEPARATION

Upon termination, separation, or retirement, each employee shall be paid, in cash, for all their accumulated annual leave hours at the hourly rate then in effect. Such cash conversion shall be accomplished within two weeks of the effective date of change in the employee's employment status.

PROOF OF SICKNESS OR INJURY — MEDICAL CLEARANCE

Employees absent due to sickness, injury or quarantine or for non-emergency medical or dental care, for more than three workdays may be required to provide the District with a medical note from their doctor that they were seen by and/or treated during that period.

ARTICLE 13

BEREAVEMENT LEAVE

Each employee shall be entitled to three (3) days of bereavement leave, per incident, not charged against annual leave accruals, to be used in the event of the death of a member of the employee's immediate family. In the event of the death of a member of the employee's spouse's immediate family who is not a member of the employee's immediate family (an in-law relationship to the employee), up to three (3) days of bereavement leave, per incident, may be charged against the employee's annual leave accrual/ balances at the employee's option, except in the case of a mother-in-law or father-in-law up to three days (3) will not be charged against annual leave accruals. If the employee must travel over five hundred (500) miles to attend services of the immediate family, they shall be granted two (2) additional day of bereavement leave.

"Day" shall be the length of the employee's regularly assigned workday. If the length of the workday has been established for the personal convenience of the employee, then "day" shall be considered to be eight or nine (8 or 9) hours. "Immediate Family" means an employee's spouse; child by birth, marriage, adoption, foster or guardian relationship; and parent, grandparent, or grandchild by birth, foster or guardian relationship. Immediate family shall not include any of the foregoing relationships commonly known as in-laws, except mother-in-law and father-in-law.

ARTICLE 14

JURY DUTY

No deduction shall be made from the salary of any employee summoned to court as a witness in a trial or for the purpose of performing mandatory jury duty. During the time that an employee is actually reporting to the court for jury duty, the District will convert the employee's work schedule to a regular five-day, Monday through Friday, day shift basis.

When an employee assigned to jury duty is required to work after a daily jury duty assignment where

such jury duty assignment is equal to or in excess of the employees' daily work schedule, the time actually in excess of the employee's normal work schedule that is worked by the employee shall be accrued as compensatory time or paid in cash as overtime.

ARTICLE 15

INDUSTRIAL ACCIDENT LEAVE POLICY

The parties agree that the language contained in the Industrial Accident Leave Policy agreed to by the District and SEIU Local 721 on July 24, 1986, continues in effect during the duration of this MOU. The District's Industrial Accident Leave Policy is found in Policy No. 17, of the District's Personnel Manual. The parties agree to continue to abide by the provisions contained in Policy No. 17 for the duration of this MOU.

ARTICLE 16

WORKPLACE SAFETY AND EQUIPMENT — GENERAL POLICY AND PROCEDURES

All District employees will be required to read and understand the contents of the District's Safety Policies, including the District's Safety and Hazardous Materials Safety Program Manual. Each employee shall be required to sign a written acknowledgment that they have read and understand these manuals and will consult them as needed. Employees shall promptly report all job-related injuries to the Safety Officer no matter how minor they may seem at the time of occurrence.

The District will provide the training and direction needed by each employee so that they understand the District's Safety Policies and Procedures. The District will maintain appropriate records necessary to document training and employee performance in this area.

If the District's Safety Officer determines that there is either a misunderstanding of or a violation of the District's Safety Policies and Procedures, a meeting will take place between the District's Safety Officer and the affected employee. The Safety Officer will discuss the misunderstanding and/or violation with the employee and identify remedial actions necessary to assist the employee in better fulfilling their responsibility for workplace safety.

In the event that the affected employee continues to violate the District's Safety Policies and Procedures, then the District Safety Officer will schedule a corrective interview with the employee and if appropriate, issue a written violation form documenting the violation. Continued violations of the District's Safety Policies and Procedures may result in the use of progressive discipline measures including but not limited to probation, suspension, and in severe cases, termination.

Before an affected employee is put on probation, suspended or is dismissed for violations of the District's Safety Policies and Procedures, District Management will schedule a formal hearing regarding these violations. A SEIU Local 721 representative may be present at the hearing if requested. The hearing will determine if there is probable cause for the proposed disciplinary action, and the employee will be given an opportunity to state their position regarding the incidents which are the subject of the hearing. Depending on the results of the hearing, the employee will be given a written statement

identifying the reasons for the disciplinary action to be taken, and adequate notification of any change in the employee's employment status with the District.

A grievance may be filed by an employee who feels that they have been affected adversely by an alleged violation, misinterpretation, or misapplication of the District's Safety Policies and Procedures. In the event that the employee elects to file a grievance, then it shall be filed in accordance with the provisions of policy No. 26 found in the District's Personnel Manual, and in accordance with applicable provisions of this MOU.

EMPLOYEE RESPONSIBILITIES — SAFETY EQUIPMENT

Each employee has the responsibility to use and make sure that the personal and safety equipment provided by the District is in good repair and functioning properly. Any employee who fails to use such equipment in a proper manner may be disciplined in accordance with the provisions of the District's Personnel Manual.

SAFETY BOOTS

The District shall provide each employee required by the District to wear Cal-OSHA approved steel-toed boots with a safety boot purchase and/or resoling allowance up to a maximum of three-hundred dollars (\$300) annually, with additional expenses allowable by approval of General Manager. The parties agree that District Management shall determine the frequency of safety boot purchases and/or resoling work. SEIU Local 721 also agrees to work with the District to ensure employee compliance with the District's requirement that these safety boots be worn when required and kept in a usable condition by the affected employees.

SAFETY GLASSES

The District shall pay the cost of Cal-OSHA approved safety glasses for each employee required by the District to wear safety glasses.

SEIU Local 721 agrees that the District has the right to set up reasonable procedures and rules needed to cover implementation details for this program. SEIU Local 721 also agrees to work with the District to ensure employee compliance with the District's requirement that the safety glasses be worn when required to ensure employee safety.

ARTICLE 17

UNIFORMS

Qualified employees will be supplied with appropriate uniform shirts and pants by the District.

Employees required to wear these uniforms will do so. Employees are expected to utilize clean uniforms, provided daily by the District, in order to identify themselves as District employees and to project a professional work image. Any employee who fails to wear a uniform when required by the District, may be disciplined in accordance with applicable provisions of Policy No 10, Suspension, Dismissal, Demotion and Resignation, as contained in the District's Personnel Manual.

ARTICLE 18

EMPLOYEE EMPOWERMENT PROGRAM

The parties agree to meet and discuss suggestions by which the District's employees are empowered to maximize their creativity and contributions to the District. The General Manager shall maintain a regular forum, by means of a monthly or quarterly staff meeting, whereby staff are given the opportunity to share ideas and voice workplace concerns.

ARTICLE 19

TEXTBOOK AND TUITION PROGRAM

In an effort to encourage employee development and improved standards of excellence in job performance, the District will establish a textbook and tuition reimbursement policy. Employees entitled to participate in this program shall submit a request for such participation to their appropriate supervisor in advance of committing themselves to the coursework. SEIU Local 721 recognizes the District's right to set up reasonable procedures and rules needed to cover implementation details. To be eligible for reimbursement, coursework selected must be broadly related to subjects and interests that may advance the employee's skillset with respect to District activities.

Each employee represented by SEIU Local 721 who participates in the textbook and tuition program will be eligible to receive reimbursement of all eligible expenses up to a maximum of three-thousand dollars (\$3,000) per year. Employees enrolled in the tuition reimbursement program shall be required to maintain at least a 2.0 Grade Point Average or higher for the semester/year that the reimbursed funds are being applied to, in order to be eligible for tuition reimbursement from the District.

If payment for tuition and textbooks presents a financial hardship for a District employee who wishes to enroll in an eligible college or university program, the District may loan the employee up to \$3,000 towards tuition and textbook cost. The balance of the loan will be eliminated once the employee has shown proof of successful completion of the courses while meeting the District's minimum GPA requirements. Employee shall be subject to additional requirements contained in separate loan agreement with the District. The employee will have one of three loan options with the District:

- Receive the full \$3,000 at the beginning of the semester.
- Receive \$1,500 at the beginning of the semester and an additional \$1,500 upon proof of successful completion.
- Receive the full \$3,000 upon proof of successful completion.

If extenuating circumstances prevent an employee from completing a course, the General Manager, at his/her discretion, may establish an alternative payment plan between the employee and the District to accommodate the employee's hardship.

ARTICLE 20

PERSONNEL MANUAL UPDATE

In 2014, the District recently completed and adopted a new Personnel Manual. The District will

periodically modify and or update the personnel manual. In those cases where the personnel manual is to be updated, the General Manager will consult with the employees early in this revision process and that SEIU Local 721 will work with the employees to provide the. General Manager with written comments regarding the employees' reaction to the proposed revisions. It is intended that the parties will complete their consultations on revisions to the District's existing Personnel Manual prior to the General Manager's submission of the final version of the revised Personnel Manual, to the Board of Directors for their review and final approval.

ARTICLE 21

PERSONNEL FILE

No material relating to performance appraisal, salary action, or disciplinary action shall be placed in the personnel file of an employee without the employee first being given an opportunity to read such material. The employee shall acknowledge having read such material affixing his/her signature on the material to be placed in the file with the understanding that, although such signature indicated acknowledgment, it does not necessarily indicate agreement. If the employee refuses to sign the material, it shall be placed in the personnel file with an appropriate notation by the person filing it.

An employee shall have the right to inspect the contents of their individual personnel file or may designate in writing a SEIU Local 721 representative to inspect said file.

ARTICLE 22

DISTRICT'S RIGHTS AND RESPONSIBILITIES

Nothing contained in this Memorandum shall be deemed to supersede the provisions of existing State law. It remains the exclusive right of the District to direct its employees; take disciplinary action; relieve its employees from duty because of lack of work or for any other reasons; classify and reclassify positions, and determine the methods, means and personnel by which the District's operations are to be conducted, Provided, however, that the exercise and retention of such rights does not preclude the employees or SEIU Local 721 from consulting about the practical consequences that decisions on these matters may have on wages, hours and other terms and conditions of employment. It is understood and mutually agreed that employees are the District's primary resource and that effective personnel and contract administration are essential to good morale and high levels of performance and public service. The District agrees to continue to work toward effective personnel and contract administration in the spirit of good faith, while optimizing communication and cooperation.

ARTICLE 23

EMPLOYEES' RESPONSIBILITIES

Employees covered by this MOU and represented by SEIU Local 721 shall continue to be responsible people and strive to listen carefully to training and directions from supervisors; strive to maintain good safety records, job efficiency and effectiveness; make suggestions to appropriate supervisors regarding possible practices which may result in more efficient, effective, and/or safe operations; use all safety equipment provided; maintain to the extent required by their job all such safety equipment and Promptly report the need for repairs to equipment not functioning properly.

SEIU Local 721, in general, agrees to encourage employees to fulfill their responsibilities to the District in the effective performance of their duties. SEIU Local 721 will also encourage employees with a job-related complaint or problem to proceed through the chain of command, which is agreed to be the employee's immediate supervisor and then the General Manager. The District recognizes that there may be times when SEIU Local 721 wishes to contact the General Manager directly, in light of the problem and the small size of the District. The District will endeavor to work with SEIU Local 721 in this regard, but it reserves the right to require the chain of command to be observed by SEIU Local 721 and District employees.

ARTICLE 24

ACCESS TO WORK LOCATIONS

A designated SEIU Local 721 staff member shall be given reasonable access to work locations during working hours, provided that such visits do not unduly interfere with the District's operations, and that advance notification of the visit has been given. These visits shall be to observe working conditions or to investigate grievances.

SEIU Local 721 Stewards and Alternates shall have access to work facilities and work areas for the purpose of conducting Union business during working hours, including the exercise of All rights as defined in this MOU and the law. Management shall ensure available space at the worksites for Stewards to protect confidentiality of Union members. Union staff shall have equal access to work facilities and work areas for the purpose of conducting Union business.

ARTICLE 25

STEWARDS' RIGHTS — PROTECTION AGAINST DISCRIMINATION AND RETALIATION

Management recognizes SEIU Local 721. Stewards and Alternates as official representatives of the Union, and such Representatives are entitled to all rights and protections as defined by law and this MOU. The employer shall provide equal rights to stewards with disabilities. Grievances filed under this section shall be expedited to the Third level upon being filed. SEIU Local 721 shall provide a written list of employee's stewards to the appropriate employer authority.

ARTICLE 26

LOST TIME

SEIU Local 721 Officers, Stewards and Alternates shall be allowed necessary time off without loss of pay and benefits to perform the responsibilities of their positions, including but not limited to the investigation and processing of grievances, representation at Skelly hearings, Weingarten meetings, informal meetings with management, Labor-Management meetings, New employee Orientations, negotiations, steward trainings, paid time off for lost time status, and to observe working conditions as they relate to District represented employees or issues

ARTICLE 27

SAVINGS CLAUSE

If any provisions of this MOU are held to be contrary to law by a court of competent jurisdiction, such provisions shall not be deemed valid and subsisting except to the extent permitted by law; provided, however, that all other provisions of the MOU will continue in full force and effect, and the parties to the agreement will meet and confer as soon as practicable in an attempt to agree upon a substitute provision or provisions.

ARTICLE 28

REPEALS

All other Memoranda of Agreement, and Resolutions pertaining thereto; or other resolutions relating to personnel policies and practices which are inconsistent with the terms of this Memorandum, shall be repealed or revised to conform to the terms of this MOU.

ARTICLE 29

EFFECT OF AGREEMENT

It is understood and agreed that the specific provisions contained in this Agreement shall prevail over District practices and procedures, prior to written agreements, and over State laws, to the extent permitted by State law.

ARTICLE 30

NEW EMPLOYEE ORIENTATION

The District shall provide the Union written notice of both Employer-wide and department-level new employee orientations [no matter how few participants, and whether in person or online] at least ten (10) business days prior to the event. Representatives of Union shall be permitted to make a presentation of up to thirty (30) minutes, and present written materials, during a portion of the orientation for which attendance is mandatory. No representative of management shall be present during the Union's presentation. Release time shall be granted for stewards to participate the new employee orientations. "New hires" shall be defined to include any employee new to SEIU Local 721, including, but not limited to, through accretion or promotion/demotion.

The District shall include in their new hire packet and distribute at the new employee orientations: the current Union membership and COPE forms, a copy of the Memorandum of Understanding (MOU) and the contact information of the Union Representative.

ARTICLE 31

UNION DUES DEDUCTION, COPE & INDEMNIFICATION

Dues Deduction

Each pay period, the Employer shall send to SEIU Local 721 a list of all employees in the bargaining unit including: each employee's first name, middle initial, last name; employee identification number; residential address; work and personal email address (if available); work phone number; personal cell

phone number (if available); employee hire date; employee job classification; employment status (ex: active, on leave of absence, etc.); work status (ex: full time, part time, hourly, seasonal, etc.); annual base salary amount; base salary earned per pay period; hourly rate; salary step (if applicable); and total hours worked in the pay period. This information shall be sent in Excel format to dues@seiu721.org within five (5) business days of each payday.

Each pay period, SEIU Local 721 shall provide the employer with an “authorized deduction report” which includes bargaining unit members who have authorized the deduction of Union dues, COPE amounts and other deductions and the deduction amounts.

The Employer shall make the dues and other applicable deductions from the employees’ paychecks and remit such itemized deductions to SEIU Local 721 via Electronic Funds Transfer (EFT) within five (5) business days of each payday. The Employer shall also provide the breakdown of each amount remitted (i.e. Dues, COPE, Supplementary Benefits, etc.) in Excel format to dues@seiu721.org within five (5) business days of each payday.

Committee on Political Education (COPE)

Employees may make voluntary contributions to SEIU Local 721’s registered political action committees. The employer shall make the deduction of the voluntary contributions in the same manner as the dues deduction process.

Every pay period SEIU Local 721 will notify the employer with a list of employees and the appropriate deduction amount on the “authorized deduction report” of the employees who have signed an authorization for the COPE deduction.

Employees may discontinue voluntary political deductions by providing notice of cancellation to SEIU Local 721 and SEIU Local 721 shall transmit such notice of cancellation to the Employers by the next full pay period cycle.

Indemnification

SEIU Local 721 agrees to indemnify, defend, and hold the district harmless from and against all claims, losses, obligations, damages, liabilities, costs, and expenses of any nature which may arise as a result of the application of the provisions of this Article.

ARTICLE 32

Wellness Program

Members will be reimbursed for all eligible health and wellness expenses, including, but not limited to preventative medical examinations (minus any amount paid by a private insurance plan), health club or gym memberships, licensed weight loss facility memberships, physical therapy sessions, smoking cessation programs, and items on the list below. Regardless of which option the employee selects, the combined maximum reimbursement is \$500 per fiscal year per employee. Changes to the Wellness Program – including the \$500 fiscal year reimbursement cap – are subject to mutual agreement by the

parties. All Wellness Program Reimbursement submittals shall be approved by the General Manager.

Items which are eligible for reimbursement are as follows:

Wearable exercise technology that is intended exclusively to monitor fitness activity, heart rate, calories, etc.

Weightlifting equipment – Weight plates, barbells, dumbbells, kettle bells, weightlifting bars, benches, racks, and machines

Cardio machines – Elliptical, treadmills, stair machines, rowing machines

Membership fees – gym memberships, weight loss membership, smoking cessation programs, yoga memberships, etc.

Aram Agdaian, *Chief Negotiator*
SEIU Local 721

Pete Martinez, *General Manager*
Channel Islands Beach CSD

Casey Johnson, *SEIU 721 Steward*
Channel Islands Beach CSD

Sean Debley, *Board President*
Channel Islands Beach CSD

APPROVED AS TO FORM:

Dennis McNulty, *District Counsel*
Channel Islands Beach CSD



Board of Directors:

SEAN DEBLEY, President
JARED BOUCHARD, Vice President
KRISTINA BREWER, Director
MICHAEL LEBOW, Director
BOB NAST, Director

PETER MARTINEZ
General Manager

353 Santa Monica Drive · Channel Islands Beach, CA · 93035-4473 · (805) 985-6021 · FAX (805) 985-7156
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Regular Board Meeting, November 14, 2023

To: Board of Directors
From: Peter Martinez, *General Manager*
Subject: Professional Services Agreement with Southwest Inspection and Testing
Item No. E-2

RECOMMENDATION:

The staff recommends approving the Professional Services Agreement with Southwest Inspection and Testing to support the successful construction of the new Administration and Operations Facility.

FINANCIAL IMPACT: The proposed Professional Services Agreement is time and material as needed with an amount not to exceed \$13,405 and is funded in the FY2023-2024 Budget.

Executive Summary

The purpose of this staff report is to present the proposed Professional Services Agreement between the Channel Islands Beach Community Services District (CIBCSD) and Southwest Inspection and Testing (SIT) for construction materials testing and lab testing services throughout the construction of the District's new Administration and Operations Facility.

Background

CIBCSD is in the process of constructing its new Administration and Operations Facility, a critical project for the District. To ensure the quality and compliance of construction materials and processes, professional inspection and testing services are essential. SIT is a highly reputable firm with expertise in construction materials testing and lab testing.

Agreement Details

Scope of Services: SIT will provide comprehensive construction materials testing and lab testing services, including but not limited to soil testing, concrete testing, and structural steel inspections.

Contract Duration: If approved, the agreement will be effective from 11/14/2023 covering the entire construction period.

Benefits

The agreement with SIT offers several benefits, including:

1. Ensuring construction materials meet required standards.
2. Enhancing the overall quality and safety of the new facility.
3. Compliance with regulatory requirements.

Next Steps

If approved, the District will proceed with finalizing the contract and coordinating with SIT to commence testing services, as needed.

ATTACHMENT:

- 1. Professional Service Agreement with Southwest Inspection and Testing**

SOUTHWEST INSPECTION AND TESTING

Cost Proposal / Fee Schedule



Services Provided:

Construction Material Testing / Geotechnical Engineering / Special Inspection / Window Water Testing / Roof Anchor Testing / Fiber Wrap Inspection and Testing / Geotechnical Inspection and Testing / Structural Forensic Investigation / Ground Penetrating Radar / Utility Scanning / Floor Flatness Testing / Concrete Moisture Testing / Slip Coefficient Testing / Structural Hardware Pull-Testing / Adhesive Bond Testing / Reinforcing Steel Epoxy Testing / Glass Panels Balcony Railing Testing / Jet Blast Deflector Anchor System Testing / Waterproofing Adhesive Bond Testing / CMU Wall Forensic Investigation / UT testing / Holiday -Continuity Testing/ Coating Thickness Testing / Structural Crack Monitoring / Seismic Monitoring / Horizontal Life Line Dead Fall Weight Testing

Accredited by:



Prepared By: Jeff Carr
Estimator/ Project Field Supervisor



(562)941-2990 · (714)526-8441

ACCESSIBILITY SPEED FLEXIBILITY
 www: SOUTHWESTTESTING.COM
 Southwest Inspection and Testing was incorporated in 1956 and has been based in La Habra, CA for the life of its business. We serve Los Angeles, San Diego, and all of Southern California, providing a guarantee of safety, efficiency, and profitability to building owners, architects, engineers, developers, builders, and contractors.



Continuous Inspection & Materials Testing

441 Commercial Way, La Habra, CA 90631-6168
 (562) 941-2990 • (714) 526-8441
 FAX (562) 946-0026

Project: Channel Islands B.C. Operations Facility **Date:** 10-16-2023
Address: 353 Santa Monica Drive
City: Oxnard, Ca. 93035
Bid To: S.L. Leonard
Address: 2390 Las Posas Rd. Suite # 453
City: Camarillo, Ca. 93010
Contact: Pete Martinez
Phone: 805-445-4608
Fax:
Email: pmartinez@cibcsd.com

DESCRIPTION	QTY	UNIT	RATE	AMOUNT	COMMENTS
Construction Material Inspections:					
Concrete - Concrete Placement Inspections	4	HOURS	\$ 105.00	\$ 420.00	Grade Beams
Structural Wood Framing (shear) CBC 1705.12.2	16	HOURS	\$ 105.00	\$ 1,680.00	
Masonry Inspections - CMU Wall Construction/Grouting Operation	32	HOURS	\$ 105.00	\$ 3,360.00	
Structural Steel Erection, Welding, & Torque Testing, HS Bolting	40	HOURS	\$ 105.00	\$ 4,200.00	
Drilled in Anchors /Epoxy/ Ceiling Wires, Etc.	24	HOURS	\$ 105.00	\$ 2,520.00	
				\$ 12,180.00	
Material Laboratory Testing:					
Concrete Cylinder Compression Tests: 6X6X12 or 4X4X8 Cylinders	4	Sample	\$ 25.00	\$ 100.00	
Mortar Compression Tests: 2X2X4 Cylinders	9	Sample	\$ 25.00	\$ 225.00	
Masonry Grout Compression Tests: 3X3X6	6	Sample	\$ 25.00	\$ 150.00	
Reinforcing Bar Tensile Tests:	5	Sample	\$ 50.00	\$ 250.00	
Reinforcing Bar Bend Tests:	5	Sample	\$ 40.00	\$ 200.00	
				\$ -	
Total Estimated Material Laboratory Testing				\$ 925.00	
Project Management & Reporting:					
Inspection and Material Testing Final Report	1	Each	\$ 300.00	\$ 300.00	
Project Manager - Field Supervisor-Clerical		Hours		Included	
Engineer		Hours		Included	
Total				\$ 13,405.00	



SOUTHWEST
Inspection & Testing, Inc.

Continuous Inspection & Materials Testing

441 Commercial Way, La Habra, CA 90631-6168
(562) 941-2990 • (714) 526-8441
FAX (562) 946-0026

BASIS OF CHARGES FOR EXTRA WORK

Regular Working Hours: First 8 hours Monday through Friday,
Except Holidays.

Time and One-Half: After 8 hours and up to 12 hours,
Monday thru Friday, Saturdays.

Double Time: After 12 hours and Sundays.

Triple Time: Holidays-New Year, Memorial Day,
Independence Day, Labor Day,
Thanksgiving Day, Christmas Day.

Minimum Hourly Charges:

- | | | |
|-----------|--|----------------|
| A. | 1. Inspections not canceled by 4:00 p.m.
the preceding day. | 2 hours |
| | 2. One-Half working day or less. | 4 Hours |
| | 3. Exceeding one-half working day. | 8 Hours |