



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 · CIBCS.D.COM

# BOARD OF DIRECTORS REGULAR BOARD MEETING NOTICE & AGENDA

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**NOTICE IS HEREBY GIVEN** that the Board of Directors of the Channel Islands Beach Community Services District will hold a Special Board Meeting beginning at 5:00 P.M. on Tuesday, October 10, 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 – September 2023
3. Minutes:
  - a. September 12, 2023, Regular Board Meeting

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

	<b>Account Number</b>	<b>Water Relief</b>	<b>Sewer Relief</b>	<b>Total Relief</b>
<b>a.</b>	00000669	\$20.82	\$73.86	\$94.68
<b>b.</b>	00000347	\$13.88	\$40.29	\$54.17
				\$148.85

**D. ACTION CALENDAR**

**1. 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.

**2. 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. Action on this item will follow the Closed Session.

**E. INFORMATION CALENDAR:**

1. Update on New Building
2. District Accomplishments 2022-2023
3. Report from Board Members of any meeting or conference where compensation for attendance was received.

**F. BOARD MEMBER COMMENTS:**

**G. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:**

**H. CLOSED SESSION:**

**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.*

**AGENDA POSTING CERTIFICATION**

This agenda was posted Thursday, October 5<sup>th</sup>, 2023, by 5:00 PM. The agenda is posted at the Temporary District Office and two public notice bulletin boards, which are accessible 24 hours per day. The locations include:

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

Agendas are also posted on the District's website at [www.cibcsd.com](http://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 ACCOMODATION. NOTICES, AGENDAS AND PUBLIC DOCUMENTS RELATED TO THE BOARD MEETINGS CAN BE MADE AVAILABLE IN ALTERNATIVE FORMAT UPON REQUEST.**

Channel Islands Beach 2013

10/5/2023 9:24 AM

Register: 1002 · Checking Pacific Western

From 09/01/2023 through 09/30/2023

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/01/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			615.69	397,701.51
09/01/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,292.08	398,993.59
09/01/2023	8396	City National Bank	2000 - Accounts Payable		84,806.54			314,187.05
09/05/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			1,275.33	315,462.38
09/05/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			2,754.52	318,216.90
09/06/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,306.75	319,523.65
09/06/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			2,130.69	321,654.34
09/06/2023	ACH	CalPERS	-split-	py pd 8-19-23 t...	4,051.64			317,602.70
09/06/2023	ACH	Nationwide Retirement	-split-	py pd 8-19-23 t...	2,350.56			315,252.14
09/06/2023		QuickBooks Payroll ...	-split-	Created by Pay...	24,453.98			290,798.16
09/06/2023	To Print	Carol J Dillon	-split-	Direct Deposit		X		290,798.16
09/06/2023	To Print	Casey D Johnson	-split-	Direct Deposit		X		290,798.16
09/06/2023	To Print	E.D. Brock	-split-	Direct Deposit		X		290,798.16
09/06/2023	To Print	Erica M Pena	-split-	Direct Deposit		X		290,798.16
09/06/2023	To Print	Erika F Davis	-split-	Direct Deposit		X		290,798.16
09/06/2023	To Print	Jesus Navarro	-split-	Direct Deposit		X		290,798.16
09/06/2023	To Print	Peter A. Martinez	-split-	Direct Deposit		X		290,798.16
09/07/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,551.91	292,350.07
09/07/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			4,369.05	296,719.12
09/07/2023	8339	805 Cleaning Services	2000 - Accounts Payable		300.00			296,419.12
09/07/2023	8340	Amazon Capital Serv...	2000 - Accounts Payable		598.44			295,820.68
09/07/2023	8341	Channel Islands Beac...	2000 - Accounts Payable		165.57			295,655.11
09/07/2023	8342	Coastal Architects	2000 - Accounts Payable		5,796.79			289,858.32
09/07/2023	8343	Coastline Equipment	2000 - Accounts Payable		1,715.19			288,143.13
09/07/2023	8344	County of Ventura - ...	2000 - Accounts Payable	109 Las Palmas	400.00			287,743.13
09/07/2023	8345	Diener's Electric, Inc.	2000 - Accounts Payable		992.25			286,750.88
09/07/2023	8346	Famcon Pipe and Su...	2000 - Accounts Payable		191.44			286,559.44
09/07/2023	8347	Golden State Copier	2000 - Accounts Payable		259.62			286,299.82
09/07/2023	8348	Miguel Zavalza	2000 - Accounts Payable		225.00			286,074.82
09/07/2023	8349	Mission Linen & Uni...	2000 - Accounts Payable		263.10			285,811.72
09/07/2023	8350	Pacific Couriers	2000 - Accounts Payable		298.82			285,512.90
09/07/2023	8351	Prime Masonry Mate...	2000 - Accounts Payable		27.37			285,485.53
09/07/2023	8352	Underground Service...	2000 - Accounts Payable		25.75			285,459.78
09/07/2023	8353	Port Hueneme Marin...	2000 - Accounts Payable		49.26			285,410.52
09/07/2023	8354	CUSI	2000 - Accounts Payable		101.80			285,308.72
09/08/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/8			300.00	285,608.72
09/08/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/8			5,808.18	291,416.90
09/08/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/7			6,307.61	297,724.51
09/08/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/7			1,252.15	298,976.66
09/08/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			3,934.14	302,910.80

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/08/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			8,475.84	311,386.64
09/08/2023	ACH	Tampa Hardware 2	-split-	8-31-23	177.95			311,208.69
09/08/2023	ACH	Aflac	*2020 - Payroll Liabilit...	952363	239.30			310,969.39
09/08/2023	ACH	ACWA/JPIA Health ...	5 - Salaries & Benefits:...	0700516	781.14			310,188.25
09/08/2023	ACH	Arco	4 - Maintenance Expen...	9-3-23	348.11			309,840.14
09/08/2023	8355	IVR Technology Gro...	2000 - Accounts Payable		102.51			309,737.63
09/08/2023	8356	Jared L. Bouchard	2000 - Accounts Payable	ACWA Conf. ...	614.22			309,123.41
09/08/2023	8357	S.L. Leonard & Asso...	2000 - Accounts Payable		1,599.45			307,523.96
09/11/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,397.88	308,921.84
09/11/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			4,885.42	313,807.26
09/12/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,288.22	315,095.48
09/12/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			2,309.53	317,405.01
09/12/2023	ACH	AT & T	6 - Administrative Exp...	9-1-23	809.81			316,595.20
09/12/2023	ACH	Frontier	6 - Administrative Exp...	9-1-23	120.30			316,474.90
09/12/2023	ACH	Spectrum	6 - Administrative Exp...	9-1-23 wifi	527.42			315,947.48
09/12/2023	8358	A to Z Law, LLP	2000 - Accounts Payable		937.50			315,009.98
09/12/2023	8359	AWA	2000 - Accounts Payable	AWA annual ...	300.00			314,709.98
09/12/2023	8360	Michael K. Nunley ...	2000 - Accounts Payable		6,311.85			308,398.13
09/12/2023	8366	FGL Environmental I...	2000 - Accounts Payable		408.00			307,990.13
09/12/2023	8367	CWEA	2000 - Accounts Payable	Earl David Bro...	221.00			307,769.13
09/12/2023	8368	Visual Edge IT	2000 - Accounts Payable		51.81			307,717.32
09/13/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			4,232.74	311,950.06
09/13/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			4,237.35	316,187.41
09/13/2023	8369	CIBCS-D-Petty Cash	2000 - Accounts Payable		137.00			316,050.41
09/13/2023	8370	Jared L. Bouchard	2000 - Accounts Payable	Pymt for room-...	135.00			315,915.41
09/14/2023	EDEp	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			3,285.32	319,200.73
09/14/2023	8371	City of Oxnard	2000 - Accounts Payable		1,127.50			318,073.23
09/14/2023	8372	Great American Fina...	2000 - Accounts Payable		300.38			317,772.85
09/14/2023	8373	net2phone	2000 - Accounts Payable		339.39			317,433.46
09/14/2023	8374	Sam Hill & Sons, Inc.	2000 - Accounts Payable	109n Las Palmas	10,456.67			306,976.79
09/14/2023	8375	Erika Davis	2000 - Accounts Payable	travel car for C...	329.80			306,646.99
09/15/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Deposit			9,760.44	316,407.43
09/15/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Deposit			9,855.79	326,263.22
09/15/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Deposit			9,996.19	336,259.41
09/15/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			1,076.68	337,336.09
09/15/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			5,241.96	342,578.05
09/15/2023	ACH	Pacific Western	6 - Administrative Exp...	Bank Analysis ...	70.02			342,508.03
09/15/2023	ACH	Vanco Chrg	6 - Administrative Exp...	Vanco Pymt ch...	92.20			342,415.83
09/15/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Deposit Correc...	0.85			342,414.98
09/15/2023	8430	EJ Harrison & Sons, ...	2000 - Accounts Payable		53,712.15			288,702.83

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Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/18/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			2,428.52	291,131.35
09/18/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			2,428.44	293,559.79
09/19/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			867.32	294,427.11
09/19/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			3,126.90	297,554.01
09/19/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Pac West Mont...			102,441.52	399,995.53
09/20/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			4,431.85	404,427.38
09/20/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			34,877.56	439,304.94
09/20/2023	8376	AWA	2000 - Accounts Payable	AWA/CCWUC...	90.00			439,214.94
09/20/2023		QuickBooks Payroll ...	-split-	Created by Pay...	24,344.59			414,870.35
09/20/2023	To Print	Carol J Dillon	-split-	Direct Deposit		X		414,870.35
09/20/2023	To Print	Casey D Johnson	-split-	Direct Deposit		X		414,870.35
09/20/2023	To Print	E.D. Brock	-split-	Direct Deposit		X		414,870.35
09/20/2023	To Print	Erica M Pena	-split-	Direct Deposit		X		414,870.35
09/20/2023	To Print	Erika F Davis	-split-	Direct Deposit		X		414,870.35
09/20/2023	To Print	Jesus Navarro	-split-	Direct Deposit		X		414,870.35
09/20/2023	To Print	Peter A. Martinez	-split-	Direct Deposit		X		414,870.35
09/21/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			752.87	415,623.22
09/21/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			2,486.37	418,109.59
09/21/2023	RETCK	QB:Returned Item	1200 - Accounts Recei...	Prachyl	163.96			417,945.63
09/21/2023	RETCK	QB:Returned Item	1200 - Accounts Recei...	Carson	126.51			417,819.12
09/22/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Deposit			120.00	417,939.12
09/22/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Deposit			615.00	418,554.12
09/22/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Deposit			6,546.43	425,100.55
09/22/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Deposit			7,471.15	432,571.70
09/22/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Deposit			8,628.70	441,200.40
09/22/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Deposit			12,792.87	453,993.27
09/22/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Deposit			19,751.90	473,745.17
09/22/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,462.54	475,207.71
09/22/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			3,147.58	478,355.29
09/22/2023	ACH	CalPERS	-split-	Medical	10,791.30			467,563.99
09/22/2023	ACH	Cardmember Service	8000 - Suspense		16,278.68			451,285.31
09/22/2023	8377	CIBCS-D-Petty Cash	2000 - Accounts Payable		75.00			451,210.31
09/22/2023	8378	Coastal Architects	2000 - Accounts Payable		5,664.30			445,546.01
09/22/2023	8379	CUSI	2000 - Accounts Payable		13.50			445,532.51
09/22/2023	8380	Diener's Electric, Inc.	2000 - Accounts Payable	VOID:		X		445,532.51
09/22/2023	8381	Famcon Pipe and Su...	2000 - Accounts Payable		374.68			445,157.83
09/22/2023	8382	Golden State Copier	2000 - Accounts Payable	Paper Jogger	1,311.00			443,846.83
09/22/2023	8383	PHWA	2000 - Accounts Payable		76,084.34			367,762.49
09/22/2023	8384	United Rentals, Inc.	2000 - Accounts Payable		389.63			367,372.86
09/22/2023	8385	Wex Bank	2000 - Accounts Payable		1,053.36			366,319.50

Channel Islands Beach 2013

10/5/2023 9:24 AM

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From 09/01/2023 through 09/30/2023

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment	C	Deposit	Balance
09/22/2023	8386	Wilmington Trust, N...	2000 - Accounts Payable	11-1-2023 Pay...	153,065.63			213,253.87
09/22/2023	8387	Prime Masonry Mate...	2000 - Accounts Payable		71.66			213,182.21
09/25/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			1,233.10	214,415.31
09/25/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			2,971.08	217,386.39
09/25/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			743.07	218,129.46
09/26/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			2,104.35	220,233.81
09/26/2023	ACH	Spectrum	6 - Administrative Exp...	Wifi	160.50			220,073.31
09/26/2023	ACH	So. California Edison...	2 - Sewer System Expe...		195.79			219,877.52
09/26/2023	ACH	So. California Edison...	2 - Sewer System Expe...		423.65			219,453.87
09/26/2023	ACH	Pitney Bowes Inc.	6 - Administrative Exp...		527.02			218,926.85
09/26/2023	ACH	So. California Edison...	2 - Sewer System Expe...		969.89			217,956.96
09/26/2023	ACH	So. California Edison...	2 - Sewer System Expe...		1,351.13			216,605.83
09/27/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			374.88	216,980.71
09/27/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			2,397.21	219,377.92
09/28/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			492.58	219,870.50
09/28/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			980.01	220,850.51
09/28/2023	ACH	CalPERS	-split-	09-02-23 to 9-1...	4,051.64			216,798.87
09/28/2023	ACH		-split-	pa period 9-2-2...	2,404.87			214,394.00
09/28/2023	8390	Diener's Electric, Inc.	2000 - Accounts Payable		202.25			214,191.75
09/28/2023	8391	Famcon Pipe and Su...	2000 - Accounts Payable		127.63			214,064.12
09/28/2023	8392	FGL Environmental I...	2000 - Accounts Payable		171.00			213,893.12
09/28/2023	8393	Robert Lostutter	2000 - Accounts Payable	VOID:		X		213,893.12
09/28/2023	8394	SCE- Office	2000 - Accounts Payable	VOID:		X		213,893.12
09/28/2023	8395	Robert Lostutter	2000 - Accounts Payable		3,207.40			210,685.72
09/28/2023		QuickBooks Payroll ...	-split-	Created by Pay...	219.28			210,466.44
09/28/2023	DD	Jared Bouchard	-split-	Direct Deposit		X		210,466.44
09/28/2023	8388	Michael Lebow	-split-		142.20			210,324.24
09/28/2023	8389	Sean Debley	-split-		142.19			210,182.05
09/29/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/28			1,065.45	211,247.50
09/29/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/28			701.00	211,948.50
09/29/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/28			30,381.78	242,330.28
09/29/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/28			29,770.23	272,100.51
09/29/2023	DEP	QB:DEPOSIT	1200 - Accounts Recei...	Dep 9/28			250.00	272,350.51
09/29/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	CUSI			152.41	272,502.92
09/29/2023	EDEP	QB:DEPOSIT	1200 - Accounts Recei...	Vanco			152.41	272,655.33
09/29/2023	8397	Badger Meter	2000 - Accounts Payable		1,728.90			270,926.43
09/29/2023	8398	CUSI	2000 - Accounts Payable	Annual Mainte...	4,500.00			266,426.43
09/29/2023	8399	Platinum Tow & Tra...	2000 - Accounts Payable		300.00			266,126.43
09/29/2023	8400	Hollister & Brace	2000 - Accounts Payable		10,183.90			255,942.53
09/29/2023	8401	FGL Environmental I...	2000 - Accounts Payable		431.00			255,511.53

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09/29/2023	8402	Aqua-Tech Services ...	2000 - Accounts Payable		330.00		255,181.53
09/29/2023	8403	County of Ventura - ...	2000 - Accounts Payable	Building	1,142.84		254,038.69
09/29/2023	8404	Miguel Zavalza	2000 - Accounts Payable		150.00		253,888.69
09/29/2023	8405	Oilfield Electric Motor	2000 - Accounts Payable		599.00		253,289.69
09/29/2023	8406	STARK REALTY	2000 - Accounts Payable	LEAK RELIEF	71.21		253,218.48
09/29/2023	8407	United Rentals, Inc.	2000 - Accounts Payable		1,135.49		252,082.99
09/29/2023	8408	Visual Edge IT	2000 - Accounts Payable		51.81		252,031.18
09/30/2023	ACH	SEIU, Local 721	*2020 - Payroll Liabilit...	9-2-23 to 9-15-...	67.00		251,964.18



MINUTES OF THE  
CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT  
REGULAR BOARD MEETING, September 12, 2023

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

President Debley called the meeting to order at 5:28 P.M. In attendance, Vice President Bouchard, Director Lebow, General Manager, Peter Martinez, Clerk of the Board, Erika Davis, General Counsel, Dennis McNulty, Office Manager, CJ Dillon, and Operations Manager Jesus (Chuy) Navarro.

**Director Brewer and Director Nast were absent.**

**B. PUBLIC COMMENTS:**

Resident Shawn Thomas asked how the New Administration and Operations Facility was being funded. General Manager Martinez explained that it was being funded by Capital Reserve Funding and no debt is being issued. The 5-year rate structure is already set, future rates will not be impacted.

**C. CONSENT CALENDAR:**

President Debley stated there was a correction to the Consent Calendar – leak relief for customer #684 was modified to reflect \$21.56 instead of \$0.00. Vice President Bouchard made the motion to approve the amended Consent Calendar. Director Lebow seconded the motion. The motion passed.

Debley: YES, Bouchard: YES, Lebow: YES 3 - Yes 0 -No

**D. ACTION CALENDAR:**

**1. Review and approved 1 year agreement with Teaman, Ramirez & Smith, Inc.**

Office Manager Dillon explained that this will be the last year Teaman, Ramirez & Smith, Inc. will be doing government audits, so this will be the District's last year with the firm. This proposal is for the year 2022-2023. Office Manager Dillon said a list of auditing firms will be brought to a future meeting for review. Vice President Bouchard made the motion to approve the 1-year agreement with Teaman, Ramirez & Smith, Inc. President Debley seconded the motion. The motion passed.

Debley: YES, Bouchard: YES, Lebow: YES 3 - Yes 0 -No

## **2. Bad Debt Write Off**

Office Manager Dillon said this is the bad debt write off from FY 2021/2022 to be written off in FY 2022/2023. The amount is \$8,344.54. The Board asked that a policy discussion be placed as an item on a future agenda regarding adapting to new government regulations and how the District can keep rates equitable for ratepayers. Vice President Bouchard moved to approve bad debt write off from FY 2021/2022 be written off. President Debley seconded the motion. The motion passed.

Debley: YES, Bouchard: YES, Lebow: YES 3 - Yes 0 -No

## **E. INFORMATION CALENDAR:**

1. General Manager Martinez announced that the Community Cleanup will be taking place on October 21, 2023, and will include Household Hazardous Waste.

2. General Manager Martinez updated the Board on the New Administration and Operations Facility. This included the elevator and elevator room requirement for a public facility, the stormwater requirement for an industrial park, Southern California Gas abandonment and Southern California Edison temporary power installation during the construction period. The anticipated date for the notice to proceed is October 2, 2023.

3. General Manager Martinez said Union negotiations will begin and be brought back to the Board in Close Session at the next meeting in October.

4. Director Lebow reported that he attended the June 26<sup>th</sup> and July 17<sup>th</sup> PHWA meetings. The Board received project presentations on future projects and strategic planning for PHWA's 5-year plan. President Debley stated that he also attended the PHWA meeting.

## **F. BOARD MEMBER COMMENTS:**

President Debley said he attended the United Water Conservation District Celebration of Another Magnificent Water Management Milestone. President Debley said the presentation was interesting showing that there were record amounts of water recharged through basins in the last 2 years amounting to 1.8-million-acre feet.

Vice President Bouchard said that tomorrow is the official ribbon cutting in El Rio for the Iron Manganese Facility for the OH system.

## **G. GENERAL COUNSEL & GENERAL MANAGER COMMENTS:**

General Counsel had no comment.

General Manager said that General Water Counsel Candy will update the Board at the November meeting regarding the OPV adjudication.

The Board Meeting was adjourned in memory of John Mathews at 5:53 P.M.

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Sean Debley, President



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, October 10, 2023**

**To:** Board of Directors  
**From:** Peter Martinez, *General Manager*  
**Subject:** Professional Services Agreement with Southwest Inspection and Testing  
**Item No.** D-1

**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 \$26,005 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 8/10/2023 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.

## **ATTACHMENT:**

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

**PROFESSIONAL SERVICES AGREEMENT**  
between  
**CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT**  
and  
**Southwest Inspection and Testing**  
for  
**Administration and Operations Facility**

The Channel Islands Beach Community Services District, herein "DISTRICT", and Southwest Inspection and Testing., herein "CONSULTANT", agree as follows:

**SECTION 1 - PURPOSE**

Under this Agreement, the CONSULTANT shall provide construction material inspections and material laboratory testing of the District's Administration and Operations Facility. A detailed cost proposal and fee schedule can be found in Exhibit "A".

**SECTION 2 - SCOPE OF SERVICES**

The CONSULTANT shall, in good workmanlike and professional manner and at its own expense, furnish all of the technical, administrative, professional and other labor, all supplies and materials, equipment, printing, vehicles, transportation, office space and facilities necessary to perform and complete the work and provide the services as set forth in Exhibit "A" of this Agreement.

**SECTION 3 - TERM**

The term of this Agreement shall be for a period of 18-months commencing on notice to proceed.

**SECTION 4 - ACCEPTANCE**

This Agreement constitutes the DISTRICT'S offer to the CONSULTANT. Unless the CONSULTANT notifies the DISTRICT, in writing to the contrary, the commencement of performance required by this offer shall be conclusive evidence of the CONSULTANT'S approval of, and consent to the terms and conditions of this Agreement herein contained.

**SECTION 5 - TERMINATION**

(a) The DISTRICT may terminate or cancel this Agreement, in whole or in part, without liability to the DISTRICT, if CONSULTANT fails to perform in accordance with the

requirements of Section 2 – Scope of Services of this Agreement, or in the event of a substantial breach of any of the other terms or conditions hereof.

(b) The DISTRICT may also terminate this Agreement, in whole or in part, even though CONSULTANT is not in default hereunder and no breach hereof has occurred, by notice in writing at any time. Such notice shall state the extent and effective date of termination and upon the receipt by CONSULTANT of such notice, CONSULTANT will, as and to the extent prescribed by the DISTRICT, stop work under the Agreement and placement of further purchase orders or subcontracts hereunder, terminate work under purchase order and subcontracts outstanding hereunder, and take any necessary action to protect property in the CONSULTANT'S possession in which the DISTRICT, has or may acquire an interest. Upon any such termination under this Section 5(b), (i) the DISTRICT shall not be liable for any other compensation to CONSULTANT except for services and expenses incurred prior to such date and (ii) neither party shall be liable for any indirect, consequential, special, exemplary or incidental damages, lost revenue, lost profits, or other consequential damages under any part of this Agreement.

#### **SECTION 6 – AGREEMENT ADMINISTRATION**

The Project Manager is the DISTRICT'S designated representative responsible for the administration of this Agreement. The Project Manager for this Agreement is:

Pete Martinez, General Manager  
353 Santa Monica Dr  
Oxnard, CA 93035  
(805) 985-6021  
pmartinez@cibcsd.com

#### **SECTION 7 - CONSIDERATION**

The DISTRICT shall compensate the CONSULTANT on a time-and-material basis at the rates and in the amounts shown in Exhibit "A". Total payments shall not exceed Twenty-Six Thousand Five (\$26,005.00) dollars.

#### **SECTION 8 - BILLING**

(a) CONSULTANT'S invoices shall be submitted on a monthly basis for the previous month's services.

- (b) CONSULTANT shall submit an itemized invoice that includes:
- (1) Date or period of service.

- (2) A complete description of the services performed.
- (3) DISTRICT'S project name.
- (4) The name of the DISTRICT'S Project Manager.
- (5) CONSULTANT'S remittance address.
- (6) Name and phone number of CONSULTANT'S accounts receivable

representative.

(c) When applicable, CONSULTANT'S invoice shall be accompanied by support documentation sufficient to validate the charges for each invoice item.

(d) CONSULTANT shall submit invoices to the following address:

Channel Islands Beach Community Services District  
Attn: Accounts Payable  
353 Santa Monica Drive  
Oxnard, CA 93035

(e) Incomplete invoices will be returned to the CONSULTANT.

(f) DISTRICT'S payment terms are **Net 30 days** after receipt of invoice.

### **SECTION 9 - NOTICES**

Notices required or permitted shall be given by personal delivery or by first class mail, postage prepaid, or facsimile transmission.

To: CONSULTANT  
Southwest Inspection and Testing  
Jeff Carr, Estimator/Project Field Supervisor  
441 Commercial Way  
La Habra, CA 90631

To: DISTRICT  
Channel Islands Beach Community Services District  
Attn: Pete Martinez, General Manager  
353 Santa Monica Drive  
Oxnard, CA 93035

Phone: (805) 985-6021



## **SECTION 10 - OWNERSHIP OF DATA, REPORTS, AND DOCUMENTS**

The CONSULTANT shall deliver to the General Manager notes of surveys made, all reports of tests made, studies, reports, plans, a copy of electronic and digital files, and other materials and documents which shall be the property of the DISTRICT. The CONSULTANT is released from responsibility to third parties for the use by DISTRICT of data, reports, and documents on other projects. The CONSULTANT may retain copies of such documents for its own use. The DISTRICT may use or reuse the materials prepared by CONSULTANT without additional compensation to CONSULTANT.

## **SECTION 11 - CONFIDENTIALITY**

Except as required by law, CONSULTANT will not disclose or cause their respective officers, directors, employees, representatives, agents, advisors, or subconsultants to disclose or use any of the content of negotiations or Confidential Information furnished, or otherwise permitted for review, by one party to the other in connection with the proposed transactions. For purposes of this paragraph, "Confidential Information" means information supplied by one party to the other, except information which is part of public record.

## **SECTION 12 - FORCE MAJEURE**

Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to the duration of the force majeure event. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.

## **SECTION 13 - INDEMNIFICATION**

CONSULTANT shall hold harmless, defend at its own expense, and indemnify DISTRICT, its officers, employees, and agents against any and all liability, claims, losses, damages, or expenses, including reasonable attorneys' fees, arising from all negligent or reckless acts or omissions, or acts of willful misconduct of CONSULTANT or its officers, agents, or employees in rendering services under this agreement; excluding, however,

such liability, claims, losses, damages, or expenses arising solely from DISTRICT'S active negligence or willful acts.

#### **SECTION 14 - INSURANCE REQUIREMENTS**

(a) The CONSULTANT shall procure and maintain, for the duration of the contract insurance against claims for injuries to persons or damages to property arising from or in connection with the performance of the work hereunder by the CONSULTANT, officers, agents, employees, or volunteers.

(b) The CONSULTANT shall provide the following coverages:

(1) Commercial General Liability insurance written on an occurrence basis (Insurance Service Office ("ISO") policy form CG 00 01 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The insurance policy shall be amended to provide that the general aggregate limit shall apply separately to the work under this contract or the general aggregate shall be twice the required per occurrence limit.

(2) Business Automobile Liability insurance insuring all owned, non-owned and hired automobiles - coverage code 1 "any auto" (Insurance Service Office policy form CA 0001 or insurer's equivalent) in the amount of \$1,000,000 combined single limit per accident for bodily injury and property damage.

(3) Workers' Compensation and Employer's Liability Insurance - The CONSULTANT and all sub-consultants shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the work site, in accordance with the "Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The CONSULTANT shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

(4) Professional Liability insurance appropriate to the CONSULTANT'S profession providing coverage for loss, damage or injury arising out of professional acts, errors or omissions in the amount of \$1,000,000 per claim. If a general policy aggregate limit is applicable to the coverage, the general policy aggregate limit shall apply separately to this contract (with an appropriate endorsement) or the general policy aggregate limit shall be twice the required per claim limit.

(c) The required limits for the insurance policies required above may be satisfied by a combination of a primary policy and an excess or umbrella policy.

(d) The insurance policies required above shall contain or be endorsed to contain the following specific provisions:

(1) Commercial General Liability - The DISTRICT and its Board Members, officers, employees, agents and volunteers are added as additional insureds. Additional insured endorsements shall provide coverage at least as broad as Commercial General Liability ISO form CG 20 10 11 85. If ISO form CG 20 10 11 85 is not provided, then ISO form CG 20 10 XX XX [most current version] may be provided but must be accompanied by ISO form CG 20 37 XX XX [most current version].

(2) The CONSULTANT'S insurance shall be primary insurance as respects the DISTRICT, its Board Members, officers, employees, agents and volunteers and any insurance or self-insurance maintained by the DISTRICT shall be excess of the CONSULTANT'S insurance and shall not contribute to it.

(3) Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage under the policy provided to the DISTRICT, its Board Members, officers, employees, agents and volunteers.

(4) The policies shall contain a waiver of transfer rights of recovery ("waiver of subrogation") against the DISTRICT, its Board Members, officers, employees, agents and volunteers for any claims arising out of the work of the CONSULTANT.

(5) The policies may provide coverage which contains deductible or self insured retentions. Such deductible and/or self insured retentions shall not be applicable with respect to the coverage provided to the DISTRICT under such policies. The CONSULTANT shall be solely responsible for deductible and/or self insured retention and the DISTRICT, at its option, may require the CONSULTANT to secure the payment of such deductible or self insured retentions by a surety bond or an irrevocable and unconditional letter of credit. The insurance policies that contain deductibles or self insured retentions in excess of \$25,000 per occurrence shall not be acceptable without the prior approval of the DISTRICT.

(6) Prior to start of work under the contract, the CONSULTANT shall file with the DISTRICT evidence of insurance as required above from an insurer or insurers certifying to the required coverage. The coverage shall be evidenced on an ACORD Certificate of Insurance form (latest version) and be signed by an authorized representative of the insurer(s). A copy of ISO form CG 20 10 11 85 (or ISO form CG 20 10 XX XX [latest version] accompanied by ISO form CG 20 37 XX XX [latest version]) required in above shall be attached to the Certificate of Insurance at the time that it is filed with the DISTRICT. Should the required coverage be furnished under more than one policy of insurance, the CONSULTANT may submit as many certificates of insurance as needed to provide the

required amounts. The DISTRICT reserves the right to require certified complete copies of any insurance coverage required by this contract but the receipt of such policy or policies shall not confer responsibility upon the DISTRICT as to sufficiency of coverage.

(7) All Coverages:

(i) Each policy required in this Section shall contain a policy cancellation clause that provides that the policy shall not be canceled or otherwise terminated by the insurer or the CONSULTANT or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the DISTRICT, Attention: Project Manager.

(e) All insurance required by this contract shall be placed with insurers licensed by the State of California to transact insurance business of the types required herein. Each insurer shall have a current AM Best rating of not less than A:VII unless prior approval is secured from the DISTRICT as to the use of such insurer.

(f) The CONSULTANT shall include all subconsultants as insureds under its policies or shall furnish separate certificates and endorsements for each sub-consultant and sub-supplier.

(g) All coverages for sub-consultants shall be subject to all of the requirements stated herein. The CONSULTANT shall maintain evidence of compliance with the insurance requirements by the sub-consultants at the job site and make them available for review by the DISTRICT.

(h) CONSULTANT shall submit all required insurance documentation identified herein to DISTRICT not later than seven (7) calendar days from the initial receipt of this agreement for signature.

**SECTION 15 – RIGHT TO AUDIT**

Following execution of this Agreement and for a period of three years following the completion of performance, DISTRICT shall have the right to audit the CONSULTANT’S invoices and all supporting documentation generated in performance of this agreement.

**SECTION 16 - ATTORNEY’S FEES**

If any action is instituted to enforce this Agreement, the prevailing party shall be reimbursed all reasonable attorneys’ fees, costs of collection, as well as any other costs and expenses incurred in connection with the enforcement effort.

## **SECTION 17 - ASSIGNMENT**

CONSULTANT shall not assign, sell, or otherwise transfer any obligation or interest in this Agreement without the specific written consent of the DISTRICT.

## **SECTION 18 - INDEPENDENT CONSULTANT**

The CONSULTANT is an independent CONSULTANT and not an employee of the DISTRICT. CONSULTANT shall be responsible for achieving the standards established by the DISTRICT; provided that DISTRICT shall have no right to control or direct the details, manner or means by which CONSULTANT accomplishes the results of the Services performed hereunder. CONSULTANT retains the right to contract with and/or perform similar services for other entities during the term of this Agreement. The parties specifically agree that CONSULTANT shall not be precluded by this Agreement from providing consulting services to others so long as such services do not concern, relate to, interfere with or compete with the Services rendered under this Agreement.

## **SECTION 19 - APPLICABLE LAW**

This Agreement shall be construed in accordance with and governed by the laws of the State of California.

## **SECTION 20 - LABOR COMPLIANCE**

### (a) Public Works

(1) Portions of this project for which services are provided in performance of this agreement may be considered a "Public Work" for purposes of prevailing wage laws.

(2) Channel Islands Beach Community Services District will file a form PWC-100 with the Department of Industrial Relations ("DIR") for this project, when applicable.

(3) A consultant, contractor, subconsultant or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. An unregistered consultant or contractor may submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the consultant or contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

### (b) Prevailing Wages

(1) CONSULTANT, subconsultants and subcontractors will not pay less

than the prevailing rates of wages. A determination of the general prevailing rates of per diem wages and holiday and overtime work where the work is to be performed is on file at the Agency's offices. CONSULTANT will post one copy of the prevailing rates of wages at the job site.

(2) CONSULTANT shall forfeit as penalty to the Agency a sum of not more than \$200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates. This penalty shall be in addition to any shortfall in wages paid.

(c) Travel and Subsistence Payments - Travel and subsistence payments shall be paid to each worker as specified by the Department of Industrial Relations for the particular craft, classification, or type of work.

(d) Hours of Work

(1) Eight (8) hours' labor constitutes a legal day's work. Workers shall be paid at a rate of one and one-half times the basic rate of pay for work in excess of eight (8) hours during a calendar day or 40 hours during a calendar week of the foregoing hours.

(2) As a penalty for failure to pay overtime when required, the CONSULTANT, subconsultant or subcontractor shall forfeit to the Agency \$25.00 for each worker for each calendar day during which such worker works more than eight (8) hours and is not paid overtime, and for each week during which such worker works more than 40 hours and is not paid overtime.

(e) Certified Payroll - CONSULTANT shall keep and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker. CONSULTANT, subconsultant and subcontractor shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4

(f) Apprentices - CONSULTANT shall comply with the Labor Code concerning the employment of apprentices.

### **SECTION 21 - SUBSTITUTION OF SUBCONSULTANTS**

There may be occasion, during the course of this engagement, to substitute or introduce a new subconsultant in order to satisfy the requirements for a specific task request. Introduction of substitute or new subconsultants will be allowed, but, is subject to the express written approval of the DISTRICT. Such approval shall not be unreasonably withheld.

### **SECTION 22 - INTEGRATION**

This Agreement represents the entire understanding of the parties. No prior oral

or written understanding shall be of any force or effect with respect to those matters covered by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date of the latest signature below.

APPROVED:

CHANNEL ISLANDS BEACH COMMUNITY SERVICES DISTRICT

By: \_\_\_\_\_ Date \_\_\_\_\_  
Pete Martinez, General Manager

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date \_\_\_\_\_  
District Counsel

APPROVED:

Southwest Inspection and Testing, INC.

By: \_\_\_\_\_ Date \_\_\_\_\_

Name & Title: \_\_\_\_\_  
(please print)



# **EXHIBIT A**

## Cost Proposal and Fee Schedule

# SOUTHWEST INSPECTION AND TESTING

## Cost Proposal / Fee Schedule

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.

ACCESSIBILITY SPEED FLEXIBILITY

WWW: SOUTHWESTTESTING.COM



### 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







**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 |



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, October 10, 2023**

**To:** Board of Directors  
**From:** Peter Martinez, *General Manager*  
**Subject:** Consider Adoption of New Contract Memorandum of Understanding (MOU) Between the District and Service Employees International Union Local 721  
**Item No.** D-2

**RECOMMENDATION:**

1. Approve new Memorandum of Understanding (MOU) Between Channel Islands Beach Community Services District and SEIU Local 721. Action on this item will follow the Closed Session.

**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**

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 6% (currently 4%) and shall not be

less than 2% (currently 2%). Net change is potentially 2% on the top end depending on the CPI for Los Angeles, Long Beach, and Anaheim region. In the past 5 year period, there would have been only one year where CIP exceeded the 4% threshold.

#### **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.

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)**

For 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 6 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 (33⅓%) vests at the end of the first year, sixty-six and two-thirds (66⅔%) 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 full gross wages and the employee's will pay the employee's full gross 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 full gross wages towards the CalPERS formula., The formula is based on actuarial results performed by CalPERS.
2. Employee's formula contribution: Defined to include gross 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 ( $\frac{1}{2}$ ) 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 ( $\frac{1}{2}$ ), the subsequent alarms shall be considered part of the initial half hour ( $\frac{1}{2}$ ) 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:

<b>Payroll Description</b>	<b>Explanation</b>	<b>Compensation</b>
<b>Standard Working Pay</b>	\$30 per hour at 40 hours	\$1,200
<b>On-Call Pay</b>	\$200 per week	\$200
<b>Total Weekly Pay</b>	Standard wages and on-call	\$1,400
<b>Average Hourly Pay</b>	\$1,400 weekly divided by 40	\$35.00
<b>Standby Call-Out Pay</b>	\$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.

<b>Tenure</b>	<b>Annual Leave / Pay Period</b>
<b>ONE (1) — FOUR (4) YEARS</b>	7.12 hours
<b>FIVE (5) — NINE (9) YEARS</b>	8.65 hours
<b>TEN (10) OR MORE YEARS</b>	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](mailto: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.

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.

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Aram Agdaian, *Chief Negotiator*  
SEIU Local 721

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Pete Martinez, *General Manager*  
Channel Islands Beach CSD

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

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Sean Debley, *Board President*  
Channel Islands Beach CSD

APPROVED AS TO FORM:

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Dennis McNulty, *District Counsel*  
Channel Islands Beach CSD