



Board of Directors

Brian Brennan, Director
Richard Hajas, Director
Neil Cole, Director

Mary Bergen, Director
Pete Kaiser, Director

CASITAS MUNICIPAL WATER DISTRICT

Meeting to be held at the
Casitas Board Room
1055 Ventura Ave.
Oak View, CA 93022
www.casitaswater.org

Join Zoom Meeting

<https://us06web.zoom.us/j/82829141945?pwd=fPy3midfZGlr2BpwMmg0kCR7Azlinl.1&jst=2>
Meeting ID: 828 2914 1945 Passcode: 967737

To join by phone, please call (888) 788-0099 or (877) 853-5247
Enter Meeting ID: 828 2914 1945# Passcode: 967737#

July 8, 2026 @ 5:00 PM

Right to be heard: Members of the public have a right to address the Board directly on any item of interest to the public which is within the subject matter jurisdiction of the Board. The request to be heard should be made immediately before the Board's consideration of the item. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of ¶54954.2 of the Government Code and except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under section 54954.3 of the Government Code.

Special Accommodations: If you require special accommodations for attendance at or participation in this meeting, please notify our office 24 hours in advance at (805) 649-2251, ext. 113. (Govt. Code Section 54954.1 and 54954.2(a)).

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE
4. AGENDA CONFIRMATION
5. PUBLIC COMMENTS - Presentation on District related items that are not on the agenda - three minute limit.

6. CONSENT AGENDA

- 6.a Accounts Payable Report.
[Accounts Payable Report.pdf](#)
- 6.b Minutes of the June 10, 2026 Board Meeting.
[6 24 2026 Min.pdf](#)

7. ACTION ITEMS

- 7.a Adopt an Ordinance regarding a revision of Casitas MWD's Water Waste Ordinance.
[Board Memo re Water Waste Prohibitions Ordinance 070826.pdf](#)
[Redline_DRAFT_Casitas Water Waste Ord Draft 07-08-26 v2 ATT1.pdf](#)
[DRAFT_Casitas Water Waste Ord 07-08-26 v2 ATT2.pdf](#)
- 7.b Adopt Resolutions accepting the Memorandums of Understanding between Casitas MWD and Service Employees International Union General, Recreation, and Supervisory and Professional units.
[Board Memo for SEIU Agreements_070826.pdf](#)
[MOU General Unit Final Draft for Signature.pdf](#)
[MOU Recreation Unit Final Draft for Signatures.pdf](#)
[MOU Supervisory and Professional Unit Final Draft for Signature.pdf](#)
[Reso MOU Gen Unit.pdf](#)
[Reso MOU Rec Unit.pdf](#)
[Reso MOU S&P Unit.pdf](#)
- 7.c Revised Resolution requesting that the general district election to be held on November 3, 2026, be consolidated with other elections to be held on the same day and in the same territory.
[Board Memo - Revised Resolution to Consolidate the Election.pdf](#)
[Reso Consolidation of Election.pdf](#)

8. INFORMATION ITEMS

- 8.a State Water Project Intertie Report.
[SWP Intertie Project Cost 6-30-26.pdf](#)
- 8.b Investment Report.
[Investment Report FY2026 June.pdf](#)
- 8.c Consumption Report.
[Consumption 2025-2026.pdf](#)

9. GENERAL MANAGER COMMENTS

10. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED

11. BOARD OF DIRECTOR COMMENTS PER GOVERNMENT CODE SECTION 54954.2(a).

12. CLOSED SESSION

12.a CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Government Code Section 54956.9(d)(1).

Santa Barbara Channelkeeper v. State Water Resources Control Board, City of San Buenaventura, et al, and City of San Buenaventura v. Duncan Abbott, et al, Cross Complaint Superior Court of the State of California, County of Los Angeles, Case No. 19STCP01176.

12.b CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code Section 54957.6

Agency Designated Representative: Colin Tanner and Diana Impeartrice

Employee Organization: Supervisory & Professional, General Unit, and Recreation Unit.

13. ADJOURNMENT

CASITAS MUNICIPAL WATER DISTRICT
General Fund Check Authorization
Checks Dated 06/18/26 - 07/01/26
Presented to the Board of Directors For Approval July 8, 2026

Check	Payee		Description	Amount
001458	Payables Fund Account	# 9759651478	Accounts Payable Batch 062426	\$ 2,102,920.59
001459	Payables Fund Account	# 9759651478	Accounts Payable Batch 070126	\$ 328,208.12
				<u>\$ 2,431,128.71</u>
001460	Payroll Fund Account	# 9469730919	Estimated Payroll 07/23/26	\$ 300,000.00
				<u>\$ 2,731,128.71</u>

Publication of check register is in compliance with Section 53065.6 of the Government Code which requires the District to disclose reimbursements to employees and/or directors.

The above numbered checks,
001458-001460



Janyne Brown, Chief Financial Officer

A/P Fund

Publication of check register is in compliance with Section 53065.6 of the Government Code which requires the District to disclose reimbursements to employees and/or directors.

001458 A/P Checks: 058781-058818
A/P Draft 001558-001568
Voids:
058803 - Meiners Oaks ACE Hardware - Continuation of detail of check #058802

001459 A/P Checks: 058819-058875
A/P Draft 001569-001574
Voids:
058821 - Amazon Capital Service - Continuation of detail of check #058820
058868 - Error at printing
058869 - Error at printing



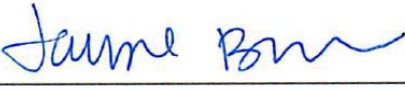
Janyne Brown, Chief Financial Officer

CERTIFICATION

Payroll disbursements for the pay period ending 06/20/26

Pay Date 06/25/26

have been duly audited and are
hereby certified as correct.

Signed: 

Janyne Brown

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	6/24/2026			058803		
C-CHECK	VOID CHECK	V	7/01/2026			058821		
C-CHECK	VOID CHECK	V	7/01/2026			058868		
C-CHECK	VOID CHECK	V	7/01/2026			058869		

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00

VOID CHECKS:	4	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: TOTALS:	4	0.00	0.00	0.00
BANK: TOTALS:	4	0.00	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05975	AquaRevival LLC							
I-000231	Butterfly Valve w/Pneumatic Ac	D	6/24/2026	1,531.04		001558		1,531.04
01483	CORVEL CORPORATION							
I-062326-CMWD	Corvel Claim 06/16-06/22/26	D	6/24/2026	347.16		001559		347.16
00131	JCI JONES CHEMICALS, INC							
I-998909	Chlorine - TP, CM998931	D	6/24/2026	5,573.27		001560		5,573.27
02334	Thermo Fisher Scientific Ashev							
I-SLS26774286	Check Valve, Raw Water Selenoi	D	6/24/2026	762.22		001561		762.22
00124	ICMA RETIREMENT TRUST - 457							
I-062426	Deferred Comp	D	6/24/2026	3,033.44		001562		3,033.44
00128	INTERNAL REVENUE SERVICE							
I-FW062426	Federal Withholding	D	6/24/2026	43,961.65		001563		
I-MW062426	Medicare Withholding	D	6/24/2026	13,137.28		001563		
I-SS062426	SS Withholding	D	6/24/2026	56,173.68		001563		113,272.61
00985	NATIONWIDE RETIREMENT SOLUTION							
I-062426	Deferred Comp	D	6/24/2026	14,335.79		001564		14,335.79
00187	CALPERS							
I-C062426	Clasic	D	6/24/2026	22,442.27		001565		
I-PEPRA062426	PEPRA	D	6/24/2026	35,777.85		001565		58,220.12
00180	S.E.I.U. - LOCAL 721							
I-062426a	SEIU 721 Cope	D	6/24/2026	22.50		001566		
I-062426b	Union Dues	D	6/24/2026	906.00		001566		928.50
00049	STATE OF CALIFORNIA							
I-CASDI062426	CASDI Withholding	D	6/24/2026	3,629.28		001567		
I-SW062426	State Withholding	D	6/24/2026	18,124.83		001567		21,754.11
05790	STATE OF OREGON							
I-OR062426a	State Withholding (OR)	D	6/24/2026	534.93		001568		
I-OR062426b	OR State Transit Tax	D	6/24/2026	7.77		001568		542.70
06364	Axelliant LLC							
I-PSI032722	Cisco Learning Credits	D	7/01/2026	2,200.00		001569		2,200.00
01483	CORVEL CORPORATION							
I-063026-CMWD	Corvel Claim 06/23-06/29/26	D	7/01/2026	9.98		001570		9.98

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
06170 I-e619862f	Multi Service Technlology Solut Pneumatic Swivel Caster & Rigi	D	7/01/2026	84.00		001571		84.00
03206 I-8226984	U.S. Bank Global Corporate Tru CFD 2013-1 Ojai Tax Bond	D	7/01/2026	3,327.50		001572		3,327.50
04684 I-53944657	Univar Solutions USA Inc. Hydrochloric Acid 15%	D	7/01/2026	3,216.97		001573		3,216.97
06206 I-7US3457G2Y	UPS Brokerage Charges - LAB	D	7/01/2026	7.50		001574		7.50
00010 I-9172316724	AIRGAS USA LLC Welding Supplies - PL	R	6/24/2026	1,083.73		058781		1,083.73
03044 I-1136-FMT7-LMY4 I-176X-X7TF-9R1K I-1CFY-9R1T-DYWV	Amazon Capital Services Office Supplies - O&M Cleaning Supplies - TP Conductivity Tester - PL	R R R	6/24/2026 6/24/2026 6/24/2026	68.25 17.82 629.67		058782 058782 058782		715.74
00014 I-SI2747301 I-SI2770356 I-SI2772909	AQUA-FLO SUPPLY Helmet - MAINT 48" Steel Soil Probe - UT Shovels - MAINT	R R R	6/24/2026 6/24/2026 6/24/2026	85.79 33.77 160.77		058783 058783 058783		280.33
03429 I-3355077112	AT&T Acct#8310014476685	R	6/24/2026	2,669.78		058784		2,669.78
00030 I-190126120	B&R TOOL AND SUPPLY CO Aquatapoxy A-6 Epoxy Kit - TP	R	6/24/2026	490.31		058785		490.31
00679 I-S3307282.001 I-S3309822.001	BAKERSFIELD PIPE & SUPPLY INC Filter Backwash Header Parts Victaulic Style Coupling - PL	R R	6/24/2026 6/24/2026	8,986.84 1,027.44		058786 058786		10,014.28
03702 I-96202	Cannon Corporation V-SB Intertie Design Service	R	6/24/2026	16,525.50		058787		16,525.50
06004 I-OJ045523 I-OJ045685	Catalina Paints Paint - TP Paint - TP	R R	6/24/2026 6/24/2026	68.79 68.79		058788 058788		137.58
06468 I-4271852008 I-4272597523	Cintas Corporation No.3 Uniform Pants - O&M Uniform Pants - O&M	R R	6/24/2026 6/24/2026	152.28 152.72		058789 058789		305.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00752	COLE-PARMER INSTRUMENT CO. I-4265760 Adj Vol Pipet Single 100-1Kul	R	6/24/2026	331.96		058790		331.96
02722	D&H Water Systems I-I2026-1038 Chlorine Regulator Parts - TP I-I2026-1060 Chlorine Regulator Parts - TP	R R	6/24/2026 6/24/2026	2,715.61 606.68		058791 058791		3,322.29
00740	DELL MARKETING L.P. I-10878015085 Robles Server & Network PC	R	6/24/2026	6,755.80		058792		6,755.80
00086	E.J. Harrison & Sons Inc I-061626 Acct#1C00053370	R	6/24/2026	331.10		058793		331.10
00086	E.J. Harrison & Sons Inc I-061626b Acct#102258843	R	6/24/2026	339.35		058794		339.35
05983	Easy CDL Truck Driving School I-3447 Trucking School - C Hernandez	R	6/24/2026	3,000.00		058795		3,000.00
05909	Enterprise I-42030167 Car Rental - FISH	R	6/24/2026	421.12		058796		421.12
00746	GREEN THUMB INTERNATIONAL I-546022 Plants - PR	R	6/24/2026	236.57		058797		236.57
05746	Hasa Inc. I-1131001 Sodium Hypochlorite - TP I-1131006 Sodium Hypochlorite - TP	R R	6/24/2026 6/24/2026	789.67 2,018.04		058798 058798		2,807.71
00596	HOME DEPOT I-9260209 M18 18-Volts Lithium Batteries	R	6/24/2026	426.86		058799		426.86
00125	IDEXX DISTRIBUTION CORP I-3203370391 Bacti Bottles & QT 2K Comparat	R	6/24/2026	381.98		058800		381.98
00667	Kennedy/Jenks Consultants, Inc I-188320 VSB CM Support - ENG	R	6/24/2026	128,536.91		058801		128,536.91
00151	MEINERS OAKS ACE HARDWARE I-147647 Primer Sealer, Lysol - PL I-150715 Marking Paint & Utility Knife I-151724 PVC Cement, Bushing & Coupling I-151958 Coupling - MAINT I-152201 Sand Discs - MAINT I-152202 Screwdriver & Wrench - MAINT I-152213 Cutter Dremel & Rotary File Co I-152305 Keller Week & Broom - TP I-152358 Pliers Combination - MAINT	R R R R R R R R R	6/24/2026 6/24/2026 6/24/2026 6/24/2026 6/24/2026 6/24/2026 6/24/2026 6/24/2026 6/24/2026	55.31 48.75 33.62 5.06 42.92 102.60 57.14 117.08 17.35		058802 058802 058802 058802 058802 058802 058802 058802 058802		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-152606	Respirator, Earmuff & Padlock	R	6/24/2026	80.00		058802		
I-152774	Painting Supplies - TP	R	6/24/2026	92.79		058802		
I-152777	Single Cut Key - MAINT	R	6/24/2026	5.82		058802		
I-152849	Silica Sand - EM	R	6/24/2026	64.32		058802		
I-152939	Wrecking Bars & Digger Posthol	R	6/24/2026	141.77		058802		
I-152940	Post Hole Digger - MAINT	R	6/24/2026	63.43		058802		
I-153138	Paint - MAINT	R	6/24/2026	65.79		058802		
I-153155	Tube Cutter - MAINT	R	6/24/2026	68.63		058802		1,062.38
01570	Ojai Auto Supply							
I-643891	Trailer Connector Kit - U E11	R	6/24/2026	10.85		058804		10.85
00165	OJAI LUMBER CO, INC							
I-2606-899641	Washer Paster Sand - MAINT	R	6/24/2026	23.98		058805		
I-2606-C98770	Lumber - MAINT	R	6/24/2026	5,539.31		058805		5,563.29
00884	OJAI TERMITE & PEST CONTROL, I							
I-288322	SA Plant Pest Control	R	6/24/2026	75.00		058806		75.00
01439	PRECISION POWER EQUIPMENT							
I-62360	1G1 Mix Box - MAINT	R	6/24/2026	134.68		058807		134.68
06067	Scceswest, Inc							
I-0101202601262026	Casitas Dam Erosion Project	R	6/24/2026	32,818.50		058808		32,818.50
00215	SOUTHERN CALIFORNIA EDISON							
I-062326a	Acct#700533992421	R	6/24/2026	30,516.13		058809		
I-062326b	Acct#700625798978	R	6/24/2026	336.37		058809		30,852.50
00048	STATE OF CALIFORNIA							
I-062226	State Water Plan Payment	R	6/24/2026	1,170,332.00		058810		1,170,332.00
00499	Taft Electric Company							
I-38732	V-SB Int-Red Mnt PP VFD & MCC	R	6/24/2026	391,338.13		058811		391,338.13
01959	The Wharf							
I-96205	Uniform Shirts & Jacket - MAIN	R	6/24/2026	216.13		058812		216.13
02328	The Transmitter Shop							
I-111952	Rosemount Transmitters - EM	R	6/24/2026	5,520.00		058813		5,520.00
01662	TYLER TECHNOLOGIES, INC.							
I-CI100-00285450	Incode Annaual Saas Fees 26/27	R	6/24/2026	60,838.47		058814		60,838.47

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00254	VENTURA LOCKSMITHS I-JJ061926-1 Spare Key Unit E11	R	6/24/2026	237.05		058815		237.05
00330	WHITE CAP CONSTRUCTION SUPPLY I-10023930488 Hard Hat Rep Suspension Lift	R	6/24/2026	36.37		058816		36.37
06056	Ameriflex I-DEP062426 Dependant Care I-FSA062426 FSA Deductions	R	6/24/2026	865.38		058817		2,720.38
00248	NATEC International, Inc I-223457 Asbestos Cement Pipe Course	R	6/24/2026	1,750.00		058818		1,750.00
05912	Aleshire & Wynder LLP I-106582 Matter #0001	R	7/01/2026	4,819.27		058819		4,819.27
03044	Amazon Capital Services I-11HG-316N-Q9QQ Snapback Hat - ENG I-11HM-1KVP-67FN Safety Face Shields - UT I-11PG-FK3W-KWGJ Gloves & Boot Dryer - MAINT I-11Y6-JFPXMD3T Lockout Tagout Haps - FISH I-134J-GNK4-VXWH Chemical Gloves, Apron & Measu I-137K-9W96-3VCW Battery Backup & Surge Protect I-13KX-69D4-CP6J Safety Helmets - ENG I-17XL-Y1CQ-GKFF Wired Lavalier Microphone - FI I-1F3F-7H7Q-7QCX Heavy-Duty Cutting SHears - TP I-1FLL-X9FL-C9Y3 Sander & Sanding Disc - TP I-1GFK-N97R-DC13 Safety Glasses & Ear Plugs -UT I-1KQC-X6V3-H6TJ Screwdrivers Set - TP I-1L9P-YLWF-GGJQ Safety Helmet - MAINT I-1PTJ-Q7YV-6VPG Chemical Resistant Gloves - MA I-1VP6-71YP-QFKW Safety Supplies/Tools - TP I-1VT6-P4VP-CW9T Rain Gear - TP I-1WJX-F3C4-DK1X Dump Trailer Trap Kit - MAINT	R	7/01/2026	20.92		058820		4,079.90
00014	AQUA-FLO SUPPLY I-SI2765416 2" Plastic In-Line Valve & 90E I-SI2772247 Sch 40 Brass Nipple & Brass Ba I-SI2772921 Hillside Erosion Netting - TP I-SI2772933 2" Wilkins 975XL2 Backflow -UT I-SI2774556 1" Type L Hard Copper Pipe & L I-SI2775323 Shovel, Garden Hoe Handle - MA	R	7/01/2026	190.87		058822		2,693.25

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01543	ASTRA BACKFLOW INC							
I-INV-021682	Training Cart - UT/LAB	R	7/01/2026	5,255.25		058823		
I-INV-021749	XF-TTF34 Midwest Quick Test	R	7/01/2026	182.31		058823		5,437.56
01666	AT & T							
I-000025446446	Acct#9391062398	R	7/01/2026	212.62		058824		212.62
04254	Automation Services, LLC							
I-26-039	Scada Support -VSB Intertie	R	7/01/2026	715.00		058825		715.00
00030	B&R TOOL AND SUPPLY CO							
I-1901026516	Cobalt Drill Bit Set - PL	R	7/01/2026	83.97		058826		83.97
00679	BAKERSFIELD PIPE & SUPPLY INC							
I-S3306030.002	Blue Tehlon Coated - WP	R	7/01/2026	504.58		058827		504.58
04111	Roadpost, Inc.							
I-BU01896318	Sat Phone Service - TP	R	7/01/2026	77.25		058828		77.25
06439	Caltrol Inc.							
I-CD99254582	Bettis EIM Electric Actuator	R	7/01/2026	11,669.60		058829		11,669.60
05995	Canon Financial Services							
I-43350336	Copier Rental - ADM	R	7/01/2026	233.11		058830		233.11
06004	Catalina Paints							
I-OJ045244	Gloves, Masking Paper & Paint	R	7/01/2026	223.09		058831		
I-OJ045760	Paint - TP	R	7/01/2026	40.83		058831		263.92
05964	Charter Communications Holding							
I-187944701062126	Acct#187944701	R	7/01/2026	685.00		058832		685.00
06468	Cintas Corporation No.3							
I-427192780	Uniform Pants - O&M	R	7/01/2026	152.85		058833		
I-4273342973	Uniform Pants - O&M	R	7/01/2026	152.00		058833		304.85
01843	COASTAL COPY							
I-1195181	Copier Usage - LCRA	R	7/01/2026	279.20		058834		279.20
00062	CONSOLIDATED ELECTRICAL							
I-9009-1070393	Reclaim Drive Replacement	R	7/01/2026	6,916.87		058835		6,916.87
02480	David Taussig & Associates, In							
I-2605092	D25-00115CFD Tax Admin	R	7/01/2026	2,400.00		058836		2,400.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00081	DELTA LIQUID ENERGY							
I-U3390965	Propane - LCRA	R	7/01/2026	310.24		058837		
I-U3390967	Propane - LCRA	R	7/01/2026	385.69		058837		695.93
06127	Dion & Sons, Inc							
I-SP33311	Diesel - Emergency Generator	R	7/01/2026	2,489.66		058838		2,489.66
00086	E.J. Harrison & Sons Inc							
I-060326c	Acct#500546088	R	7/01/2026	1,671.46		058839		1,671.46
00086	E.J. Harrison & Sons Inc							
I-061626c	Acct#1C00054240	R	7/01/2026	526.28		058840		526.28
06108	EMCOR Service Mesa Energy							
I-911020739	4th Qtr AC PM Service	R	7/01/2026	6,379.50		058841		6,379.50
00095	FAMCON PIPE & SUPPLY							
I-S100182754.001	Gaskets - WP	R	7/01/2026	101.89		058842		
I-S100182824.001	Flange - WP	R	7/01/2026	221.63		058842		323.52
00093	FEDERAL EXPRESS							
I-9-345-96042	Shipping - LAB/ADM	R	7/01/2026	53.34		058843		53.34
00099	FGL ENVIRONMENTAL							
I-611060A	OWS-San Antonio TP-MN 06/02/26	R	7/01/2026	48.00		058844		
I-611576A	Nitrate Monitoring 06/09/26	R	7/01/2026	73.00		058844		
I-612004A	Nitrate Monitoring 06/16/26	R	7/01/2026	73.00		058844		194.00
00115	GRAINGER, INC							
I-9963110797	Rain Boots - TP	R	7/01/2026	152.71		058845		152.71
00127	INDUSTRIAL BOLT & SUPPLY							
I-273998-1	Hex Cap, Nuts & Flat Washer	R	7/01/2026	198.25		058846		198.25
02658	Liebert Cassidy Whitmore							
I-325303	Matter CA182-00016	R	7/01/2026	1,638.00		058847		
I-326698	ERC Membership	R	7/01/2026	5,280.00		058847		6,918.00
00527	LINCOLN AQUATICS							
I-PB128372	Clor Granular, Sani-Chlor - WP	R	7/01/2026	819.42		058848		
I-PB128836	Sodium Bicarbonate & DPD Reage	R	7/01/2026	810.42		058848		1,629.84
00151	MEINERS OAKS ACE HARDWARE							
I-152255	Insecticide & Water Filter -PL	R	7/01/2026	129.13		058849		
I-152414	Cable Ties - WP	R	7/01/2026	26.51		058849		
I-152873	Rake & Measuring Tape - PL	R	7/01/2026	65.84		058849		
I-152889	Fuse Fuller, Bolts & Screws-WP	R	7/01/2026	37.96		058849		
I-153186	Tarp & Fittings - FISH	R	7/01/2026	33.94		058849		

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
I-153280	Outlet Surge Protector & Paint	R	7/01/2026	89.14		058849		
I-153302	Knife Blades & Pipe Thread Sea	R	7/01/2026	69.30		058849		
I-153790	Albo 45, Bushings & Pipe - FIS	R	7/01/2026	51.77		058849		503.59
01570	Ojai Auto Supply							
C-632573	CM 632573	R	7/01/2026	35.43CR		058850		
I-632482	Bat Core Dep - GARAGE	R	7/01/2026	18.00		058850		
I-637911	Wipe Blades & Gasket - Unit 58	R	7/01/2026	63.72		058850		
I-644008	Roll Pin Kit & Vent Sticks -PL	R	7/01/2026	14.97		058850		61.26
00165	OJAI LUMBER CO, INC							
I-2606-900959	Treated Douglas Fir - MAINT	R	7/01/2026	86.60		058851		86.60
00168	OJAI VALLEY NEWS							
I-17165	Ad 06/12/26	R	7/01/2026	183.00		058852		183.00
00188	PETTY CASH							
I-063026	Replenish Petty Cash - DO	R	7/01/2026	100.24		058853		100.24
01439	PRECISION POWER EQUIPMENT							
I-62381	Chains - MAINT	R	7/01/2026	113.11		058854		
I-62382	Hearing Protections - MAINT	R	7/01/2026	43.09		058854		
I-62383	18" Bar - MAINT	R	7/01/2026	127.13		058854		283.33
05848	Public Risk, Innovation, Solut							
I-27100027	Excess Workers Comp Insurance	R	7/01/2026	224,755.00		058855		224,755.00
00215	SOUTHERN CALIFORNIA EDISON							
C-062726c	Acct#700759897236	R	7/01/2026	21.96CR		058856		
I-052726	Acct#700759897236	R	7/01/2026	13.57		058856		
I-062526a	Acct#700759897236	R	7/01/2026	14.40		058856		
I-062526b	Acct#700237081885	R	7/01/2026	13,309.47		058856		
I-062526c	Acct#700356078152	R	7/01/2026	168.88		058856		13,484.36
00216	Southern California Gas Co.							
I-062626a	Acct#18231433006	R	7/01/2026	30.78		058857		
I-062826b	Acct#00801443003	R	7/01/2026	569.90		058857		600.68
01147	SUPERIOR GATE SYSTEMS							
I-5540	Gate Repair - Top Dist Office	R	7/01/2026	200.00		058858		200.00
06064	T-Mobile							
I-062726	Acct#987771959	R	7/01/2026	31.85		058859		31.85

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
01959	The Wharf Jacket - TP	R	7/01/2026	144.49		058860		144.49
02527	Traffic Technologies LLC 18"X24 Alum Engineer - LCRA	R	7/01/2026	139.84		058861		139.84
00825	USA BLUEBOOK Ammonia Chemkey & pH 8.00 Buff	R	7/01/2026	583.80		058862		583.80
00774	Ventura County Sheriff's Office Sheriff Security	R	7/01/2026	1,065.48		058863		1,065.48
00257	VENTURA RIVER WATER DISTRICT Acct#5-37500A	R	7/01/2026	515.58		058864		515.58
00258	VENTURA STEEL, INC Credit Card Fee	R	7/01/2026	4.96CR		058865		
	I-338352 Steel Beams - MAINT	R	7/01/2026	8,472.75		058865		
	I-338353 2 SCH 40 Black Pipe - MAINT	R	7/01/2026	2,037.75		058865		10,505.54
09955	VENTURA WHOLESALE ELECTRIC IPBB-NA4-2S Insul Conn 2 Ports	R	7/01/2026	237.05		058866		237.05
00663	WAXIE SANITARY SUPPLY Janitorial Supplies - LCRA	R	7/01/2026	2,366.56		058867		2,366.56
1	I-000202607012553 ROBERTS, NATALIA & K US REFUND	R	7/01/2026	36.33		058870		36.33
1	I-000202607012554 AFFLUENT ADVERTISING US REFUND	R	7/01/2026	77.73		058871		77.73
1	I-000202607012555 BURNS-PACIFIC CONSTR US REFUND	R	7/01/2026	277.15		058872		277.15
1	I-000202607012556 FIBERTEL COMM INC US REFUND	R	7/01/2026	348.52		058873		348.52
1	I-000202607012551 MCTAVISH, MARIE US REFUND	R	7/01/2026	45.75		058874		45.75
1	I-000202607012552 SLAVIN, AARON US REFUND	R	7/01/2026	120.00		058875		120.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
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* * T O T A L S * *		NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:		91	2,201,981.80	0.00	2,201,981.80
HAND CHECKS:		0	0.00	0.00	0.00
DRAFTS:		17	229,146.91	0.00	229,146.91
EFT:		0	0.00	0.00	0.00
NON CHECKS:		0	0.00	0.00	0.00
VOID CHECKS:	0 VOID DEBITS		0.00		
	VOID CREDITS		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			108	2,431,128.71	0.00	2,431,128.71
BANK: AP	TOTALS:		108	2,431,128.71	0.00	2,431,128.71
REPORT TOTALS:			108	2,431,128.71	0.00	2,431,128.71

Adjudication Charge Fund Account

Publication of check register is in compliance with Section 53065.6 of the Government Code which requires the District to disclose reimbursements to employees and/or directors.

Adj. Checks: 000188
Adj. Draft 001575
Voids:



Janyne Brown, Chief Financial Officer

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
05782	GSI Water Solutions, Inc							
I-02402.001-2	Technical Consulting Service	R	6/24/2026	14,599.00		000188		14,599.00
06320	Marzulla Law, LLC							
I-10373	SB Channelkeeper Adjudication	D	7/01/2026	20,161.29		001575		20,161.29

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	1	14,599.00	0.00	14,599.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	1	20,161.29	0.00	20,161.29
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS 0.00		
		VOID CREDITS 0.00	0.00	0.00

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: ADJ TOTALS:	2	34,760.29	0.00	34,760.29
BANK: ADJ TOTALS:	2	34,760.29	0.00	34,760.29
REPORT TOTALS:	2	34,760.29	0.00	34,760.29

Casitas Municipal Water District
Reimbursement Disclosure Report (1)
Fiscal Year 2025/26
July 1, 2025-June 30, 2026

<u>Date paid</u>	<u>Board of Director/Employee</u>	<u>Description</u>	<u>Amount Paid</u>
07/09/25	Eric Lara	Water Treatment Review Course	\$ 157.45
07/16/25	Cody Pletcher	Lodging American Red Cross LGIT Training	\$ 461.15
07/24/25	Cory Johnson	AWWA Exam for Backflow Prevetion Adembly Tester	\$ 360.00
08/06/25	Scott MacDonald	T4 Certificate Renewal	\$ 105.00
08/07/25	Corban Suggs	College Class	\$ 219.00
08/13/25	Jesus Garcia	College Class	\$ 219.00
08/13/25	Scott MacDonald	D4 Certificate Renewal	\$ 105.00
09/04/25	Gustavo Muro	ESRI Conference Travel Expenses	\$ 268.10
09/04/25	Donnell Evans	E&I-2 Certificate Renewal	\$ 119.00
09/04/25	Joe Martinez	Cabin Signs	\$ 91.78
09/04/25	Alvin Domingo	Microbiology Lab Training Webinar	\$ 125.00
09/18/25	Cody Pletcher	Reimbursment Mileage	\$ 170.73
10/02/25	Cody Pletcher	Lifeguard end season party	\$ 351.79
10/15/25	Joel Cox	T4 Certificate Renewal	\$ 105.00
10/16/25	David Rodela	DOT Physical	\$ 140.00
10/16/25	Alex Kelso	Class Reimbursement	\$ 232.25
10/30/25	Justin Burgess	EMT Certification	\$ 133.35
10/30/25	Justin Burgess	EMT Skill Testing	\$ 125.00
11/19/25	Cory Johnson	Cross-Connection Control Specialist Exam	\$ 270.00
12/10/25	Edgar Ramos	Utility Management Ed 3 Class	\$ 184.80
12/30/25	Diana Ipeartrice	LCW Annual Conference Hotel	\$ 1,100.29
01/14/26	Luke Soholt	Tretment 5 Certification Renewal	\$ 105.00
01/14/26	Luke Soholt	Damtender Property Tax Bill	\$ 241.63
01/21/26	Brian Taylor	Rain Gear	\$ 358.85
1/22/2026	John Brockus	Pepper Spray	\$ 101.94
1/22/2026	Ivan Lopez	DMV Medical	\$ 120.00
2/4/2026	Edgar Ramos	Class Reimbursement	\$ 217.25
2/5/2026	Mike Kenney	CWEA Membership	\$ 251.00
2/5/2026	Diana Ipeartrice	LCW Annual Conference Mileage	\$ 520.98
2/19/2026	Michael Gibson	AFS Membership	\$ 125.00
2/19/2026	Michael Gibson	Fisheries Book	\$ 76.00
3/5/2026	Greg Romey	DMV Registration	\$ 566.00
3/5/2026	Joe Martinez	LCRA Banner at Nordhoff Baseball Field	\$ 200.00
3/5/2026	Eymar Banos	Epoxy Paint Sprayer	\$ 185.28
3/11/2026	Cory Johnson	Water Treatment Operation Course	\$ 150.00
3/19/2026	Virgil Clary	Mail Out Document to SWRCB	\$ 14.72
3/19/2026	Virgil Clary	Engineering License Renewal	\$ 180.00
3/19/2026	Spencer Hair	Public Works Special Certificate Program	\$ 525.00
4/8/2026	Alvin Domingo	Laboratory Math Online Training	\$ 125.00
4/8/2026	Scott Lewis	Fall Term Tuition	\$ 2,554.33
4/8/2026	Scott Lewis	Lodging Public Tours and Meetings	\$ 679.90
4/8/2026	William Reeder	Grade 5 Water Distribution Operator Certification	\$ 275.00
4/15/2026	Frazier D Evans	California Envitonmental Association Membership	\$ 251.00
4/22/2026	Jesus Garcia	NCCCO Crane Training Mileage Reimbursement	\$ 235.62
4/22/2026	Jose Ruiz	Distribution Exam Preparation	\$ 188.99
4/22/2026	John Simon	NCCCO Crane Training Mileage Reimbursement	\$ 210.25
4/22/2026	John Simon	NCCCO Crane Training Lodging	\$ 821.84
5/6/2026	Jesus Garcia	CEU Courses	\$ 195.00
5/6/2026	Scott Lewis	Airfare to Dember BOR Modeling	\$ 593.39
5/6/2026	Scott Lewis	Lodging 03/02/26-03/06/26	\$ 413.28
5/6/2026	Scott Lewis	Airport Parking	\$ 120.00
5/6/2026	Scott Lewis	Winter Term Tuition	\$ 445.67
5/6/2026	Scott Lewis	Lodging 03/26/26-03/27/26	\$ 358.83
5/20/2026	John Simon	Milege Reibursment Crane Practical Test	\$ 171.11
5/27/2026	William Reeder	T5 Certification Fee	\$ 105.00

Casitas Municipal Water District
Reimbursement Disclosure Report (1)
Fiscal Year 2025/26
July 1, 2025-June 30, 2026

6/10/2026	Jesus Garcia	Renewal Certificate - California Department of Pesticide Re	\$	140.00
6/10/2026	Gerardo Herrera	D5 Renewal	\$	105.00
6/17/2026	Jesus Garcia	D3 Certification	\$	133.58
6/17/2026	Jesus Garcia	Distribution Exam Preparation Grade 4	\$	349.99
6/25/2026	Ken Grinnell	Water Quality Analyst Grade 1	\$	135.00
6/25/2026	Chris Bueling	Distribution System Basics Course	\$	464.98
6/25/2026	Robert Faddis	Replacement Pro Unit 136	\$	262.10
6/25/2026	Simon Kruger	Safety Boots	\$	172.39

Minutes of the
Casitas Municipal Water District
Board Meeting held
June 24, 2026

1. CALL TO ORDER

Vice President Bergen called the meeting to order at 5:00 p.m.

2. ROLL CALL

Directors Hajas, Cole, and Bergen are present. Directors Brennan and Kaiser are absent. Also present are GM Flood, EA Vieira. Counsel McNulty is joining via Zoom.

3. PLEDGE OF ALLEGIANCE

Director Bergen led the pledge.

4. AGENDA CONFIRMATION

There were no changes to the agenda.

5. PUBLIC COMMENTS - Presentation on District related items that are not on the agenda - three-minute limit.

None

6. CONSENT AGENDA

6.a Accounts Payable Report.
[Accounts Payable Report.pdf](#)

6.b Minutes of the June 10, 2026 Board Meeting.
[6 10 2026 Min.pdf](#)

The Consent Agenda was offered by Director Hajas, seconded by Director Cole, and adopted by the following roll call vote:

AYES:	Directors:	Hajas, Cole, Bergen
NOES:	Directors:	None
ABSENT:	Directors:	Brennan, Kaiser

7. PUBLIC HEARING ON THE CASITAS MUNICIPAL WATER DISTRICT 2025 URBAN WATER MANAGEMENT PLAN AND WATER SHORTAGE CONTINGENCY PLAN.

7.a Open Public Hearing.
[Board Memo_UWMP 20260624.pdf](#)
[DRAFT CMWD 2025 UWMP_w appendices.pdf](#)

VP Bergen opened the hearing at 5:01 p.m.

7.b Receive Staff Report and Recommendations.

AGM Aranda mentioned that the district met requirements in 2020, the requirements had not changed and added that the DWR population tool was not ready when the draft was put together so there might be slight changes as we are doing the final edits.

7.c Report of Written Communications by the Clerk of the Board.

EA Vieira reported there was no communications received.

7.d Public Comment.

None

7.e Close Public Hearing.

VP Bergen closed the public hearing at 5:03 p.m.

7.f Discussion by Board of Directors and Possible Adoption of a Resolution Approving the Casitas MWD 2025 Urban Water Management Plan and Water Shortage Contingency Plan.

The Resolution was offered by Director Cole, seconded by Director Hajas, and adopted by the following roll call vote:

AYES:	Directors:	Hajas, Cole, Bergen
NOES:	Directors:	None
ABSENT:	Directors:	Brennan, Kaiser

Resolution is numbered 2026-16.

8. ACTION ITEMS

8.a Approval of a Water Service Agreement with the Ventura River Water District (VRWD) and construction of a turnout connection in VRWD's system in Sunset Street in Oak View, CA.
[Board Memo for Approval of the Casitas-VRWD Sunset St Agreement 062426.pdf](#)
[Casitas-VRWD Draft WSA Sunset St 062426 ATT1.pdf](#)

GM Flood mentioned that he is looking for conceptual approval and that it will still need to be bid, and brought back to the board for construction approval. Once the bids are complete, the board can approve the agreement. The board provided direction to bring this item back.

9. INFORMATION ITEMS

9.a Hydrology Report May 2026.
[Hydrology May 2026.pdf](#)

9.b Recreation Committee Minutes.
[Rec Minutes 060926.pdf](#)

The information items were received.

10. GENERAL MANAGER COMMENTS

GM Flood reported that the intertie project is moving along, with court hearings on Friday for the two pump station properties for acquisition. A contractor hit a line by the 76 station on Ojai Avenue but it was on the customer side.

11. BOARD OF DIRECTOR REPORTS ON MEETINGS ATTENDED

None.

12. BOARD OF DIRECTOR COMMENTS PER GOVERNMENT CODE SECTION 54954.2(a).

None.

VP Bergen moved the meeting to closed session at 5:09 p.m.

13. CLOSED SESSION

13.a CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION (Government Code Section 54956.9(d)(1).
Santa Barbara Channelkeeper v. State Water Resources Control Board, City of San Buenaventura, et al, and City of San Buenaventura v. Duncan Abbott, et al, Cross Complaint Superior Court of the State of California, County of Los Angeles, Case No. 19STCP01176.

13.b CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Colin Tanner and Diana Impeartrice
Employee Organization: Supervisory & Professional, General Unit, and Recreation Unit.

VP Bergen moved the meeting back to open session at 5:28 p.m. with Mr. McNulty stating the board met in closed session and there was no action taken.

14. ADJOURNMENT

VP Bergen adjourned the meeting at 5:29 p.m.

Brian Brennan, Secretary

MEMORANDUM

TO: Board of Directors
From: Michael L. Flood, General Manager
RE: **Adopt an Ordinance regarding a revision of Casitas MWD's Water Waste Ordinance**
Date: July 3, 2026

RECOMMENDATION:

The Board of Directors review, discuss and approve revisions to the Ordinance of the Casitas Municipal Water District Water Waste Prohibitions Ordinance.

BACKGROUND:

The Board of Directors approved an Ordinance of the Casitas Municipal Water District Establishing Water Waste Prohibitions (Ordinance No. 2022-01) on January 26, 2022.

Governor Newsom signed an Executive Order directing the State Water Resources Control Board (SWRCB) to consider adopting emergency regulations to increase water conservation. The Executive Order included a request that the SWRCB require urban water suppliers to implement Level 2 of their water shortage contingency plans and establish a ban on the irrigation of nonfunctional turf by entities in the commercial, industrial, and institutional sectors.

The SWRCB adopted Resolution No. 2022-0018 on May 24, 2022 as an emergency water regulation amending California Code of Regulations, Title 23, Section 996 to include a temporary ban on the use of potable water to irrigate nonfunctional turf in the commercial, industrial, and institutional sectors.

The passage of Assembly Bill 1572 (AB 1572) in 2023 establishes new statewide requirements for prohibiting the irrigation of nonfunctional turf with potable water in commercial, industrial, and institutional sectors.

DISCUSSION:

For review is the updated 2022 Water Waste Prohibition Ordinance that includes language regarding the prohibition of using potable water to irrigate nonfunctional turf of commercial, industrial, and institutional sectors as required by AB 1572.

FISCAL IMPACT

There is no known fiscal impact for updating the 2022 Water Waste Prohibition Ordinance.

Attachment(s):

Revised Casitas Municipal Water District Water Waste Ordinance (red line edited version and clean version).

CASITAS MUNICIPAL WATER DISTRICT

ORDINANCE NO. ~~2026-XX~~ 2022-01

**AN ORDINANCE OF THE CASITAS MUNICIPAL WATER DISTRICT
ESTABLISHING WATER WASTE PROHIBITIONS**

THIS ORDINANCE is adopted in light of the following facts and circumstances, which are hereby found and declared by the Casitas Municipal Water District (Casitas) Board of Directors:

WHEREAS, Article X, Section 2 of the California Constitution and Section 100 of the California Water Code declare that the general welfare requires water resources be put to beneficial use, therefore, waste or unreasonable use or unreasonable method of use of water be prevented, and conservation of water be fully exercised with a view to the reasonable and beneficial use thereof.

WHEREAS, AB 1572 (section 10608.14(a) and (b) of the California Water Code) declares the use of potable water for the irrigation of nonfunctional turf located on commercial, industrial, and institutional properties is prohibited.

WHEREAS, the adoption and enforcement of this Ordinance is necessary to help manage Casitas' potable water supply and to avoid or minimize the effects of drought within the Casitas service area.

WHEREAS, Casitas has the power to perform all acts necessary to fully carry out the provisions of this Ordinance consistent with Section 71640 and Sections 10608 through 10656 of the California Water Code.

WHEREAS, -this Ordinance rescinds and replaces Casitas Municipal Water District Ordinance No. ~~15-02~~2022-01, Ordinance Establishing Water Waste Prohibitions.

BE IT ORDAINED by the Board of Directors of the Casitas Municipal Water District as follows:

1. TITLE.

This Ordinance shall be known as the Water Waste Prohibition Ordinance.

2. APPLICABILITY.

The provisions of this Ordinance shall apply to all persons, corporations, public or private entities, governmental agencies or institutions, or any other direct water customers of the Casitas Municipal Water District. The water customers of other water purveyors shall be governed by the prohibitions that are adopted by the other water purveyors.

3. PROHIBITED USES.

A. The following uses of water are permanently prohibited and are in effect year round:

- a. **General Waste:** Indiscriminate running of water or washing with water which is wasteful and without reason or purpose.

- b. **Washing of Exterior Surfaces:** The washing of hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys, except when necessary to alleviate safety or sanitary hazards or when broom or other waterless device will not suffice. If necessary, washing may only be done with a bucket or similar container, a hose equipped with a positive shut-off nozzle, a pressure washer, a low-volume high pressure water efficient water broom, or a cleaning machine equipped to recycle the water used.
- c. **Cleaning of Structures and Vehicles:** The washing of building exteriors, mobile homes, cars, boats or recreational vehicles without the use of a positive shut-off nozzle on either the hose or pressure washer.
- d. **Watering/Irrigation Runoff Control:** The watering of grass, lawn, groundcover, shrubbery, open ground, crops and trees, including agricultural irrigation, in a manner or to an extent which allows water to run off the area being watered. Every water user is deemed to have under their control, at all times, their water distribution lines and facilities, and to know the manner and extent of their water use and run off.
- e. **Limits on Watering Hours:** The watering or irrigating of outdoor ornamental landscapes and turf areas between the hours of 10:00 a.m. and 6:00 p.m. Pacific Standard Time on any day. (Does not apply to irrigation systems that use drip-irrigation and weather-based controllers or stream rotor sprinklers that meet a 70% efficiency standard. Exceptions may be authorized by the General Manager where there is no ability to not water between 10:00 a.m. to 6:00 p.m.).
- f. **Watering During and within 48 hours after Measureable Rainfall:** The watering of grass, lawn, groundcover, shrubbery, open ground, crops and trees, including agricultural irrigation, at any time during and within 48 hours after measureable rainfall of at least one fourth of one inch of rain. In determining whether measureable rainfall of at least one fourth of an inch of rain occurred in a given area, enforcement may be based on records of the National Weather Service, the closest CIMIS station to the parcel, or any other reliable source of rainfall data available to CMWD.
- g. **Drought Restrictions:** Watering/irrigating during publicly declared curtailment period in a manner that is not compliant with drought restrictions.
- h. **Plumbing Leaks:** The escape of water through leaks, breaks, or malfunctions within the water user's plumbing or distribution system, for a substantial period of time within which such break or leak should reasonably have been discovered and corrected.
- i. **Fountains and Decorative Water Features:** The operation of any ornamental fountain using water from the District's domestic water system unless water for such use is re-circulated.
- j. **Cooling:** The use of water in mechanical equipment purchased and installed after the adoption of this Ordinance that utilizes a single pass cooling system. Water used for all cooling purposes shall be re-circulated.
- k. **Drinking Water Served Upon Request Only:** Eating and drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, clubs or other public places where food or drinks are sold or served, are prohibited from providing drinking water to customers unless expressly requested. Affected establishments must prominently display notice informing their customers of this requirement using clear and easily understood language.

- l. **Restaurant Non-water Conserving Dish Wash Spray Valves:** Food preparation establishments, such as restaurants or cafes, are prohibited from using non-water conserving dish wash spray valves.
- m. **Providing Option to Not Launder Linen and Towels Daily:** Hotels, motels, vacation rentals and other commercial lodging establishments must provide customers the option of not having towels and linen laundered daily. Commercial lodging establishments must prominently display notice of this option in each bathroom using clear and easily understood language.
- n. **Commercial Car Wash Systems:** Installation of non-recirculating water systems is prohibited in new or renovations of commercial conveyor car washes systems.
- o. **Turf Irrigation Restrictions:** Irrigating turf or ornamental landscapes during and within 48 hours following measurable precipitation of at least one fourth of one inch of rain.
- p. **Public Street Medians:** The use of potable water for irrigation of ornamental turf on public street medians.
- q. **Street Cleaning & Construction Sites:** The use of potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public.
- r. **Homeowners Association or Community Service Organization:** To prevent the unreasonable use of water and to promote water conservation, any homeowners' association or community service organization or similar entity is prohibited from:
 - i. Taking or threatening to take any action to enforce any provision of the governing documents or architectural or landscaping guidelines or policies of a common interest development where that provision is void or unenforceable under section 4735, subdivisions (a) and (b) of the Civil Code;
 - ii. Imposing or threatening to impose a fine, assessment, or other monetary penalty against any owner of a separate interest for reducing or eliminating the watering of vegetation or lawns during a declared drought emergency, as described in section 4735, subdivision (c) of the Civil Code; or
 - iii. Requiring an owner of a separate interest upon which water-efficient landscaping measures have been installed in response to a declared drought emergency, as described in section 4735, subdivisions (c) and (d) of the Civil Code, to reverse or remove the water-efficient landscaping measures upon the conclusion of the state of emergency.
- s. **Nonfunctional Turf:** The passage of Assembly Bill 1572 (AB 1572) in 2023 establishes new statewide requirements for prohibiting the irrigation of nonfunctional turf with potable water for commercial, industrial, and institutional (CII) properties.
 - i. The use of potable water for the irrigation of nonfunctional turf located on commercial, industrial, and institutional properties, other than a cemetery, and on properties of homeowners' associations, common interest developments, and community service organizations or similar entities is prohibited as of the following dates:
 1. All properties owned by the Department of General Services, beginning January 1, 2027.
 2. All properties owned by local governments, local or regional public agencies, and public water systems, except those specified in paragraph (5), beginning January 1, 2027.

3. All other institutional properties and all commercial and industrial properties, beginning January 1, 2028.
 4. All common areas of properties of homeowners' associations, and community service organizations or similar entities, beginning January 1, 2029.
 5. All properties owned by local governments, local public agencies, and public water systems in a disadvantaged community, beginning January 1, 2031, or the date upon which a state funding source is made available to fund conversion of nonfunctional turf on these properties to climate-appropriate landscapes, whichever is later.
- ii. Notwithstanding subdivision (i), the use of potable water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial nonturf plantings, or to the extent necessary to address an immediate health and safety need.
 - iii. The board may, upon a showing of good cause for reasons including economic hardship, critical business need, and potential impacts to human health or safety, postpone a compliance deadline in subdivision (i) by up to three years for certain persons, institutions, and businesses, and may create a form to be used for compliance certification to the board by property owners.
 - iv. "Common area" means that portion of a common interest development or of a property owned or managed by a homeowner's association or a community service organization or similar entity that is not assigned or allocated to the exclusive use of the occupants of an individual dwelling unit within the property.
 - v. "Common interest development" means any of the following:
 1. A community apartment project.
 2. A condominium project.
 3. A planned development.
 4. A stock cooperative.
 - vi. "Community service organization or similar entity" means a nonprofit entity, other than an association, that is organized to provide services to residents of the common interest development or to the public in addition to the residents, to the extent community common area or facilities are available to the public. "Community service organization or similar entity" does not include an entity that has been organized solely to raise moneys and contribute to other nonprofit organizations that are qualified as tax exempt under Section 501(c)(3) of the Internal Revenue Code and that provide housing or housing assistance.
 - vii. "Community space" means an area designated by a property owner or a governmental agency to accommodate human foot traffic for civic, ceremonial, or other community events or social gatherings.
 - viii. "Disadvantaged community" means a community with an annual median household income that is less than 80 percent of the statewide annual median household income.
 - ix. "Functional turf" means a ground cover surface of turf located in a recreational use area or community space. Turf enclosed by fencing or other barriers to permanently preclude human access for recreation or assembly is not functional turf.

- x. “Homeowners’ association” means a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.
- xi. “Nonfunctional turf” means any turf that is not functional turf, and includes turf located within street rights-of-way and parking lots.
- xii. “Potable water” means water that is suitable for human consumption.
- ~~iii~~-xiii. “Recreational use area” means an area designated by a property owner or a governmental agency to accommodate human foot traffic for recreation, including, but not limited to, sports fields, golf courses, playgrounds, picnic grounds, or pet exercise areas. This recreation may be either formal or informal.

4. EXEMPTED WATER USES.

- A. All water use associated with the operation and maintenance of fire suppression equipment or employed by the District for water quality flushing and sanitation purposes shall be exempt from the provisions of this Ordinance.
- B. Use of water supplied by gray water or rainwater collection system is also exempt; however, use of water from these systems is not exempt from the applicable regulations of the State and local jurisdictions governing the use of such water.
- C. Supervised testing, adjusting, or repairing of irrigation systems is allowed any time for no more than five (5) minutes per station.

5. VIOLATIONS AND PENALTIES.

- A. Any person, who uses, causes to be used, or permits the use of water in violation of this Ordinance is guilty of an offense punishable as provided herein.
- B. **Enforcement of Violation.** Complaints of water waste will be investigated and enforced by the District in the form of a notice of violation. The following officers and employees of the Casitas Municipal Water district are hereby designated and authorized to issue citations for enforcement of this Ordinance:
 - Operations and Maintenance Manager
 - Public Affairs/Resource Manager
 - Water Conservation Coordinator
 - Utility Workers
 - Water employees designated by the General Manager
- C. **Notice of Violation.** The notice to the District water customer of a violation of this Ordinance will be issued by either a telephone call, mail, hand-delivery, or posting at the entrance of the violator’s premises. The District will issue a written notice that state the time, place, and general description of the violation or repeat of violation, as well as a time frame in which the violation must be corrected. District staff may use discretion when determining the correction time.
- D. **Consequence of Violation.** Administrative fines and water service actions may be levied and applied for each violation of a provision of this Ordinance as follows:

- 1. **Penalties:** Penalties for failure to comply with any provision of the ordinance are as follows:

- a. **First Violation:** The District will issue a written notice to the water customer and attach a copy of this Ordinance.
 - b. **Second Violation:** If the first violation is not corrected within the time frame specified by the District, or if a second violation occurs within the following twelve (12) months after the first violation notice, a second notice of violation will be issued and an administrative fine of one hundred dollars (\$100.00) shall be levied for the second violation of this Ordinance.
 - c. **Third Violation:** A third violation within the following twelve (12) months after the date of issuance of the second notice of violation is punishable by an administrative fine of two hundred fifty dollars (\$250.00).
 - d. **Fourth and Subsequent Violations:** Each day that a violation of this Ordinance occurs beyond the remedy allowance provided in the third notice of violation is a separate offense, subject to any or all of the following penalties:
 1. Water service may be turned off or flow may be restricted. Where water service is turned off or flow restricted, it shall be turned on or unrestricted upon correction of the violation and the payment of the reestablishment charges, staff time, and District material purchases per the District's Rates and Regulations for Water Service in effect at the time.
 2. A fine of not more than \$600 or imprisonment in the county jail for not more than 30 days, or both the fine and imprisonment, may be imposed upon conviction under Section 71644 of the California Water Code, or fines/ penalties as defined and allowable under Section 53069.4 of the Government Code may be imposed.
 - e. **Payment of Administrative Fines:** The water customer is responsible for the full payment of administrative fines. Each administrative fine shall be applied in the customer's regular water billing. Payment of the administrative fine will be the final responsibility of the individual named on the water account. Non-payment of fines will be subject to the same remedies as non-payment of basic water rates, in accordance with the Casitas Rates and Regulations for Water Service.
3. **Appeal:** Any customer against whom a penalty is levied pursuant to this Ordinance shall have the right to appeal as follows:
- a. The customer request for an appeal consideration must be in writing, legible, and received by the General Manager within ten (10) calendar days of the issuance of the notice of violation to the customer. Any determination not timely appealed shall be deemed final. The written request for appeal consideration shall include:
 - i. A description of the issue,
 - ii. Evidence supporting the appeal, and
 - iii. A request for resolution of the dispute.
 - b. The General Manager will review the material submitted and make an independent determination of the issue, which shall be mailed to the customer within fifteen (15) calendar days of receipt of the request for appeal.

c. The General Manager’s determination may be appealed in writing within ten (10) calendar days of the mailing of the notice of determination. The appeal of the General Manager’s determination shall be heard and considered by the Board of Directors at an upcoming regular meeting of the Board. Notice of the hearing shall be mailed to the customer at least ten (10) calendar days prior to the date of the appeal hearing. The Board may, in its discretion affirm, reverse, or modify the determination. The Board’s determination is final.

6. **SEVERABILITY.** If any competent court shall find any portion of this Ordinance unconstitutional, such decision shall not affect the validity of any other portion thereof.

7. **EFFECTIVE DATE.** This Ordinance becomes effective this ~~26th~~^{8th} day of ~~January~~July, ~~2022~~2026.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Casitas Municipal Water District held on ~~January~~July, ~~26~~8, 2026~~2~~ by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

~~Pete Kaiser~~Brian Brennan, President
Casitas Municipal Water District

ATTEST:

Neil Cole, Secretary
Casitas Municipal Water District

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CASITAS MUNICIPAL WATER DISTRICT

ORDINANCE NO. 2026-XX

**AN ORDINANCE OF THE CASITAS MUNICIPAL WATER DISTRICT
ESTABLISHING WATER WASTE PROHIBITIONS**

THIS ORDINANCE is adopted in light of the following facts and circumstances, which are hereby found and declared by the Casitas Municipal Water District (Casitas) Board of Directors:

WHEREAS, Article X, Section 2 of the California Constitution and Section 100 of the California Water Code declare that the general welfare requires water resources be put to beneficial use, therefore, waste or unreasonable use or unreasonable method of use of water be prevented, and conservation of water be fully exercised with a view to the reasonable and beneficial use thereof.

WHEREAS, AB 1572 (section 10608.14(a) and (b) of the California Water Code) declares the use of potable water for the irrigation of nonfunctional turf located on commercial, industrial, and institutional properties is prohibited.

WHEREAS, the adoption and enforcement of this Ordinance is necessary to help manage Casitas’ potable water supply and to avoid or minimize the effects of drought within the Casitas service area.

WHEREAS, Casitas has the power to perform all acts necessary to fully carry out the provisions of this Ordinance consistent with Section 71640 and Sections 10608 through 10656 of the California Water Code.

WHEREAS, this Ordinance rescinds and replaces Casitas Municipal Water District Ordinance No. 2022-01, Ordinance Establishing Water Waste Prohibitions.

BE IT ORDAINED by the Board of Directors of the Casitas Municipal Water District as follows:

1. TITLE.

This Ordinance shall be known as the Water Waste Prohibition Ordinance.

2. APPLICABILITY.

The provisions of this Ordinance shall apply to all persons, corporations, public or private entities, governmental agencies or institutions, or any other direct water customers of the Casitas Municipal Water District. The water customers of other water purveyors shall be governed by the prohibitions that are adopted by the other water purveyors.

3. PROHIBITED USES.

A. The following uses of water are permanently prohibited and are in effect year round:

- a. **General Waste:** Indiscriminate running of water or washing with water which is wasteful and without reason or purpose.

- b. **Washing of Exterior Surfaces:** The washing of hard or paved surfaces, including but not limited to sidewalks, walkways, driveways, parking areas, tennis courts, patios or alleys, except when necessary to alleviate safety or sanitary hazards or when broom or other waterless device will not suffice. If necessary, washing may only be done with a bucket or similar container, a hose equipped with a positive shut-off nozzle, a pressure washer, a low-volume high pressure water efficient water broom, or a cleaning machine equipped to recycle the water used.
- c. **Cleaning of Structures and Vehicles:** The washing of building exteriors, mobile homes, cars, boats or recreational vehicles without the use of a positive shut-off nozzle on either the hose or pressure washer.
- d. **Watering/Irrigation Runoff Control:** The watering of grass, lawn, groundcover, shrubbery, open ground, crops and trees, including agricultural irrigation, in a manner or to an extent which allows water to run off the area being watered. Every water user is deemed to have under their control, at all times, their water distribution lines and facilities, and to know the manner and extent of their water use and run off.
- e. **Limits on Watering Hours:** The watering or irrigating of outdoor ornamental landscapes and turf areas between the hours of 10:00 a.m. and 6:00 p.m. Pacific Standard Time on any day. (Does not apply to irrigation systems that use drip-irrigation and weather-based controllers or stream rotor sprinklers that meet a 70% efficiency standard. Exceptions may be authorized by the General Manager where there is no ability to not water between 10:00 a.m. to 6:00 p.m.).
- f. **Watering During and within 48 hours after Measureable Rainfall:** The watering of grass, lawn, groundcover, shrubbery, open ground, crops and trees, including agricultural irrigation, at any time during and within 48 hours after measureable rainfall of at least one fourth of one inch of rain. In determining whether measureable rainfall of at least one fourth of an inch of rain occurred in a given area, enforcement may be based on records of the National Weather Service, the closest CIMIS station to the parcel, or any other reliable source of rainfall data available to CMWD.
- g. **Drought Restrictions:** Watering/irrigating during publicly declared curtailment period in a manner that is not compliant with drought restrictions.
- h. **Plumbing Leaks:** The escape of water through leaks, breaks, or malfunctions within the water user's plumbing or distribution system, for a substantial period of time within which such break or leak should reasonably have been discovered and corrected.
- i. **Fountains and Decorative Water Features:** The operation of any ornamental fountain using water from the District's domestic water system unless water for such use is re-circulated.
- j. **Cooling:** The use of water in mechanical equipment purchased and installed after the adoption of this Ordinance that utilizes a single pass cooling system. Water used for all cooling purposes shall be re-circulated.
- k. **Drinking Water Served Upon Request Only:** Eating and drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, clubs or other public places where food or drinks are sold or served, are prohibited from providing drinking water to customers unless expressly requested. Affected establishments must prominently display notice informing their customers of this requirement using clear and easily understood language.

- l. **Restaurant Non-water Conserving Dish Wash Spray Valves:** Food preparation establishments, such as restaurants or cafes, are prohibited from using non-water conserving dish wash spray valves.
- m. **Providing Option to Not Launder Linen and Towels Daily:** Hotels, motels, vacation rentals and other commercial lodging establishments must provide customers the option of not having towels and linen laundered daily. Commercial lodging establishments must prominently display notice of this option in each bathroom using clear and easily understood language.
- n. **Commercial Car Wash Systems:** Installation of non-recirculating water systems is prohibited in new or renovations of commercial conveyor car washes systems.
- o. **Turf Irrigation Restrictions:** Irrigating turf or ornamental landscapes during and within 48 hours following measurable precipitation of at least one fourth of one inch of rain.
- p. **Public Street Medians:** The use of potable water for irrigation of ornamental turf on public street medians.
- q. **Street Cleaning & Construction Sites:** The use of potable water for street cleaning or construction site preparation purposes, unless no other method can be used or as needed to protect the health and safety of the public.
- r. **Homeowners Association or Community Service Organization:** To prevent the unreasonable use of water and to promote water conservation, any homeowners' association or community service organization or similar entity is prohibited from:
 - i. Taking or threatening to take any action to enforce any provision of the governing documents or architectural or landscaping guidelines or policies of a common interest development where that provision is void or unenforceable under section 4735, subdivisions (a) and (b) of the Civil Code;
 - ii. Imposing or threatening to impose a fine, assessment, or other monetary penalty against any owner of a separate interest for reducing or eliminating the watering of vegetation or lawns during a declared drought emergency, as described in section 4735, subdivision (c) of the Civil Code; or
 - iii. Requiring an owner of a separate interest upon which water-efficient landscaping measures have been installed in response to a declared drought emergency, as described in section 4735, subdivisions (c) and (d) of the Civil Code, to reverse or remove the water-efficient landscaping measures upon the conclusion of the state of emergency.
- s. **Nonfunctional Turf:** The passage of Assembly Bill 1572 (AB 1572) in 2023 establishes new statewide requirements for prohibiting the irrigation of nonfunctional turf with potable water for commercial, industrial, and institutional (CII) properties.
 - i. The use of potable water for the irrigation of nonfunctional turf located on commercial, industrial, and institutional properties, other than a cemetery, and on properties of homeowners' associations, common interest developments, and community service organizations or similar entities is prohibited as of the following dates:
 1. All properties owned by the Department of General Services, beginning January 1, 2027.
 2. All properties owned by local governments, local or regional public agencies, and public water systems, except those specified in paragraph (5), beginning January 1, 2027.

3. All other institutional properties and all commercial and industrial properties, beginning January 1, 2028.
 4. All common areas of properties of homeowners' associations, and community service organizations or similar entities, beginning January 1, 2029.
 5. All properties owned by local governments, local public agencies, and public water systems in a disadvantaged community, beginning January 1, 2031, or the date upon which a state funding source is made available to fund conversion of nonfunctional turf on these properties to climate-appropriate landscapes, whichever is later.
- ii. Notwithstanding subdivision (i), the use of potable water is not prohibited by this section to the extent necessary to ensure the health of trees and other perennial nonturf plantings, or to the extent necessary to address an immediate health and safety need.
 - iii. The board may, upon a showing of good cause for reasons including economic hardship, critical business need, and potential impacts to human health or safety, postpone a compliance deadline in subdivision (i) by up to three years for certain persons, institutions, and businesses, and may create a form to be used for compliance certification to the board by property owners.
 - iv. "Common area" means that portion of a common interest development or of a property owned or managed by a homeowner's association or a community service organization or similar entity that is not assigned or allocated to the exclusive use of the occupants of an individual dwelling unit within the property.
 - v. "Common interest development" means any of the following:
 1. A community apartment project.
 2. A condominium project.
 3. A planned development.
 4. A stock cooperative.
 - vi. "Community service organization or similar entity" means a nonprofit entity, other than an association, that is organized to provide services to residents of the common interest development or to the public in addition to the residents, to the extent community common area or facilities are available to the public. "Community service organization or similar entity" does not include an entity that has been organized solely to raise moneys and contribute to other nonprofit organizations that are qualified as tax exempt under Section 501(c)(3) of the Internal Revenue Code and that provide housing or housing assistance.
 - vii. "Community space" means an area designated by a property owner or a governmental agency to accommodate human foot traffic for civic, ceremonial, or other community events or social gatherings.
 - viii. "Disadvantaged community" means a community with an annual median household income that is less than 80 percent of the statewide annual median household income.
 - ix. "Functional turf" means a ground cover surface of turf located in a recreational use area or community space. Turf enclosed by fencing or other barriers to permanently preclude human access for recreation or assembly is not functional turf.

- x. “Homeowners’ association” means a nonprofit corporation or unincorporated association created for the purpose of managing a common interest development.
- xi. “Nonfunctional turf” means any turf that is not functional turf, and includes turf located within street rights-of-way and parking lots.
- xii. “Potable water” means water that is suitable for human consumption.
- xiii. “Recreational use area” means an area designated by a property owner or a governmental agency to accommodate human foot traffic for recreation, including, but not limited to, sports fields, golf courses, playgrounds, picnic grounds, or pet exercise areas. This recreation may be either formal or informal.

4. EXEMPTED WATER USES.

- A. All water use associated with the operation and maintenance of fire suppression equipment or employed by the District for water quality flushing and sanitation purposes shall be exempt from the provisions of this Ordinance.
- B. Use of water supplied by gray water or rainwater collection system is also exempt; however, use of water from these systems is not exempt from the applicable regulations of the State and local jurisdictions governing the use of such water.
- C. Supervised testing, adjusting, or repairing of irrigation systems is allowed any time for no more than five (5) minutes per station.

5. VIOLATIONS AND PENALTIES.

- A. Any person, who uses, causes to be used, or permits the use of water in violation of this Ordinance is guilty of an offense punishable as provided herein.
- B. **Enforcement of Violation.** Complaints of water waste will be investigated and enforced by the District in the form of a notice of violation. The following officers and employees of the Casitas Municipal Water district are hereby designated and authorized to issue citations for enforcement of this Ordinance:
 - Operations and Maintenance Manager
 - Public Affairs/Resource Manager
 - Water Conservation Coordinator
 - Utility Workers
 - Water employees designated by the General Manager
- C. **Notice of Violation.** The notice to the District water customer of a violation of this Ordinance will be issued by either a telephone call, mail, hand-delivery, or posting at the entrance of the violator’s premises. The District will issue a written notice that state the time, place, and general description of the violation or repeat of violation, as well as a time frame in which the violation must be corrected. District staff may use discretion when determining the correction time.
- D. **Consequence of Violation.** Administrative fines and water service actions may be levied and applied for each violation of a provision of this Ordinance as follows:

- 1. **Penalties:** Penalties for failure to comply with any provision of the ordinance are as follows:

- a. **First Violation:** The District will issue a written notice to the water customer and attach a copy of this Ordinance.
 - b. **Second Violation:** If the first violation is not corrected within the time frame specified by the District, or if a second violation occurs within the following twelve (12) months after the first violation notice, a second notice of violation will be issued and an administrative fine of one hundred dollars (\$100.00) shall be levied for the second violation of this Ordinance.
 - c. **Third Violation:** A third violation within the following twelve (12) months after the date of issuance of the second notice of violation is punishable by an administrative fine of two hundred fifty dollars (\$250.00).
 - d. **Fourth and Subsequent Violations:** Each day that a violation of this Ordinance occurs beyond the remedy allowance provided in the third notice of violation is a separate offense, subject to any or all of the following penalties:
 1. Water service may be turned off or flow may be restricted. Where water service is turned off or flow restricted, it shall be turned on or unrestricted upon correction of the violation and the payment of the reestablishment charges, staff time, and District material purchases per the District's Rates and Regulations for Water Service in effect at the time.
 2. A fine of not more than \$600 or imprisonment in the county jail for not more than 30 days, or both the fine and imprisonment, may be imposed upon conviction under Section 71644 of the California Water Code, or fines/ penalties as defined and allowable under Section 53069.4 of the Government Code may be imposed.
 - e. **Payment of Administrative Fines:** The water customer is responsible for the full payment of administrative fines. Each administrative fine shall be applied in the customer's regular water billing. Payment of the administrative fine will be the final responsibility of the individual named on the water account. Non-payment of fines will be subject to the same remedies as non-payment of basic water rates, in accordance with the Casitas Rates and Regulations for Water Service.
3. **Appeal:** Any customer against whom a penalty is levied pursuant to this Ordinance shall have the right to appeal as follows:
- a. The customer request for an appeal consideration must be in writing, legible, and received by the General Manager within ten (10) calendar days of the issuance of the notice of violation to the customer. Any determination not timely appealed shall be deemed final. The written request for appeal consideration shall include:
 - i. A description of the issue,
 - ii. Evidence supporting the appeal, and
 - iii. A request for resolution of the dispute.
 - b. The General Manager will review the material submitted and make an independent determination of the issue, which shall be mailed to the customer within fifteen (15) calendar days of receipt of the request for appeal.

- c. The General Manager’s determination may be appealed in writing within ten (10) calendar days of the mailing of the notice of determination. The appeal of the General Manager’s determination shall be heard and considered by the Board of Directors at an upcoming regular meeting of the Board. Notice of the hearing shall be mailed to the customer at least ten (10) calendar days prior to the date of the appeal hearing. The Board may, in its discretion affirm, reverse, or modify the determination. The Board’s determination is final.

6. **SEVERABILITY.** If any competent court shall find any portion of this Ordinance unconstitutional, such decision shall not affect the validity of any other portion thereof.

7. **EFFECTIVE DATE.** This Ordinance becomes effective this 26th day of June, 2026.

PASSED AND ADOPTED at a regular meeting of the Board of Directors of the Casitas Municipal Water District held on June 26, 2026 by the following vote:

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

APPROVED:

Pete Kaiser, President
 Casitas Municipal Water District

ATTEST:

Neil Cole, Secretary
 Casitas Municipal Water District

CASITAS MUNICIPAL WATER DISTRICT MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: MICHAEL FLOOD, GENERAL MANAGER

SUBJECT: MEMORANDUM OF UNDERSTANDING BETWEEN CASITAS AND SEIU GENERAL, RECREATION AND SUPERVISORY AND PROFESSIONAL UNITS

DATE: JULY 8, 2026

RECOMMENDATION:

The Board of Directors adopt Resolutions 2026-17, 2026-18 and 2026-19 to accept the Memorandum of Understandings between the District and SEIU General, Recreation and Supervisory and Professional units.

BACKGROUND AND DISCUSSION:

The current Memorandum of Understandings (MOUs) between the District and the Service Employees International Union Local 721 (SEIU) representing the General Unit, Recreation Unit and Supervisory and Professional Unit, expired on June 30, 2025. Per the terms of these MOUs, the District entered into negotiations for Successor MOUs.

The parties reached an agreement covering the period of July 1, 2025 through June 30, 2028 and Tentative Agreements memorializing the agreements was adopted by the Board of Directors on July 9, 2025. As part of the adoption of the Tentative Agreement, the parties agreed to jointly prepare written successor MOUs to replace the existing MOUs. The draft MOUs have been reviewed and are ready for final approval and adoption by the Board of Directors.

Attachments: CMWD – SEIU Local 721 MOU 2025-28 General Unit
CMWD – SEIU Local 721 MOU 2025-28 Recreation Unit
CMWD – SEIU Local 721 MOU 2025-28 Supervisory and Professional Unit
Resolution 2026-17
Resolution 2026-18
Resolution 2026-19

MEMORANDUM OF UNDERSTANDING

between

CASITAS MUNICIPAL WATER DISTRICT

and

*SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721 REPRESENTING GENERAL UNIT
EMPLOYEES*

July 1, 2025 to June 30, 2028

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ARTICLE 1 RECOGNITION

“Casitas Municipal Water District (“District”) continues to formally recognize SEIU Local 721 (“Union”) as the sole and exclusive representative of District employees in the General Unit (“Unit”).”

The term "employee(s)" as used herein shall refer only to employees employed by the District in said Unit as listed in Appendix A to this Memorandum of Understanding (“MOU”).

ARTICLE 2 DISTRICT RIGHTS

The exclusive rights of the District include, but are not limited to, the exclusive right to determine the mission of its constituent departments and Board of Directors; determine merits, necessity, and level of any activity or service; determine the procedures and standards of selection for employment or promotion; directs its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate and/or lawful reasons; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; subcontract work; maintain the efficiency of governmental operations; set standards of service and exercise complete control and discretion over its organization and the technology of performing its work. Nothing shall be construed to restrict any legal or inherent exclusive District rights with respect to matters of general legislative or managerial policy with respect to the above rights. Sub-contract work has been undertaken by the District in the past. The District will not lay off existing employees in the present or the future due to sub- contracts. Provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from conferring or raising grievances over the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 3 EMPLOYEE AND UNION RIGHTS

- A. Employees of the District shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment.

Employees of the District also shall have the right to refuse to join or participate in the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the District or by any employee organization because of their exercise of these rights.

B. Union Stewards

1. Pursuant to Government Code section 3505.3, the District shall release without loss of pay Union members designated as Shop Stewards to investigate grievance of employees, negotiate contracts, provide Union information to newly hired District employees, to participate in disciplinary interviews, and to attend Union trainings Stewards must give notice to their Supervisor or Manager prior to leaving their work area for any union related business. Clearance for Steward related activity shall not be unreasonably denied.
2. A list of trained Stewards shall be provided to Casitas on an annual basis at the request of Casitas Management. Any changes of Stewardship shall be provided to Casitas Management.

C. Union Leave

Pursuant to Government Code section 3558.8, the District shall grant to employee representatives, upon written request of the Union, reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of the exclusive representative or of any statewide or national employee organization with which the Union is affiliated. Leave may be granted on a full time, part-time, periodic or intermittent basis.

1. The Union shall reimburse the District for all compensation paid to the employee on leave. Reimbursement by the Union shall be made on or before thirty (30) days after receipt of the District's certification of payment of compensation to the employee.
2. At the conclusion or termination of leave granted under this section, the employee shall have a right of reinstatement to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.
3. The Union has no obligation to use leave under this section for an employee and may terminate that leave at any time, for any reason. The District reserves the right to recall any employee on leave pursuant to these sections due to an emergency.
4. Compensation — Compensation for release time shall not exceed the employee representative's standard schedule of hours per day and shall not include compensation for overtime. Compensation shall include retirement fund contributions required of the District as an employer. The employee shall earn full-service credit during the leave of absence and shall pay their member contributions.
5. Written Notice — Pursuant to Government Code sections 3505.3 and 3558.5, for leave requests for three (3) consecutive days or less, the Union shall submit a written request to the employee representative's Department Head at least seven (7) days in advance of the requested leave of absence. For leave requests of greater than three (3) consecutive days, the Union shall submit their written request at least thirty (30) calendar days in advance of the requested leave of absence. The written request shall include the purpose, dates, and duration of the requested leave.
6. Reporting — The Union or the employee shall be required to execute any payroll forms, certifications of time, or other documents as required by the District to ensure that the time reporting is accurate, and that the employee is performing the duties of

- a steward or officer or representative of the Union during all reported working hours.
7. Indemnification — The District shall not be liable for an act or omission of, or an injury suffered by, an employee of the District if that act, omission, or injury occurs during the course and scope of the employee's leave under this section to work for the Union. If the District is held liable for such an act, omission, or injury, the Union shall indemnify and hold harmless the District.

ARTICLE 4 UNION DUES, DEDUCTIONS, AND INDEMNIFICATION

- A. Membership within and/or payment of any dues or fees to Union shall not be a condition of employment with the District. No individual employee shall be compelled to pay a service fee, agency fee, or any other assessment or payment in lieu of joining the union.
- B. Union has requested in writing that the District deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by Union such as the Committee on Political Education (“COPE”), from the wages, and salaries of members of Union Local 721. Union hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the District unless a dispute arises about the existence or terms of the authorization.
- C. Each pay period, the District shall send to the Union a list of all employees in the Unit including: each employee’s first name, middle initial, last name, identification number, hire date, job classification, employment 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 shall be sent in Excel format to dues@seiu721.org within five (5) business days of each payday absent extenuating circumstances.
- D. Each pay period, the Union shall provide the employer with an “authorized deduction report” which includes Unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts. The District shall make the dues and other applicable deductions from the employee’s paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday absent extenuating circumstances. The District 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 absent extenuating circumstances. Union shall provide at least one full pay period notice to the District to implement any changes to deductions for Unit employees. District shall notify Union of all promoted, demoted, reclassified, transferred, retired and/or separated from service employees who are/were represented under this MOU.

- E. The District agrees to provide Union with the name, identification number, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The District also agrees to provide Union with name, job title, department, work location, work, home, home and personal cellular telephone numbers, personal email addresses and home address of all bargaining unit employees at least every 120 days. Notwithstanding the foregoing, the District will not provide Union with home address or any phone number on file with the District of any employee performing law enforcement-related functions, and the District will not provide Union with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request for non-disclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the District will provide Union with a copy of that request.

- F. The Union shall indemnify, defend and hold the District, its officers and employees harmless against any and all claims, demands, suits, and from liabilities of any natures which may arise out of or by reason of any action taken or not taken by the District under the provisions of this Article. Any claims, demands, disputes, arising from the application or interpretation of this Article shall be filed with Union and shall not be subject to the District's grievance procedure.

ARTICLE 5 FULL UNDERSTANDING, MODIFICATION, WAIVER

- A.
 - 1. It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein.

 - 2. With respect to other matters within the scope of negotiations, negotiations may be required during the term of this MOU as provided in Section B of this Article.

- B.
 - 1. It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this MOU.

 - 2. It is recognized that during the term of this MOU it may be necessary for CMWD to make changes in rules or procedures affecting the employees in the Unit.

 - 3. CMWD shall notify Local 721 of any changes in rules or procedures impacting matters within the scope of negotiations and shall, at the written request of Local 721, negotiate about the impact of such changes.

- C. Nothing herein shall limit the authority of CMWD to make necessary changes required during emergencies. However, CMWD shall notify Local 721 of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.
- D. The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 6 NEW EMPLOYEE ORIENTATION

The District shall provide the Union written notice of new employee orientations (no matter how few participants, and whether in person or online) at least (10) business days, or as soon as reasonably practical, prior to the event. Union representatives 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 to one (1) steward to participate in the Union's presentation of the new employee orientations. "New Hires" shall be defined to include any employee new to Union, including, but not limited to, through accretion or promotion/demotion. If the Union's designated representative(s) is unable to attend the new employee orientation the District shall provide the new hire with a packet of materials from the Union. The District shall also provide the new hire with the contact information of the Union representative responsible for follow-up with the new hire.

ARTICLE 7 SALARY

- A. Salary Increases
 - 1. FY 2025-26: 3% base wage increase effective with the payroll period starting July 6, 2025.
 - 2. FY 2026-27: 3% base wage increase effective with the payroll period starting the first day of the pay period on or after July 1, 2026; and
 - 3. FY 2027-28: 3% base wage increase effective with the payroll period starting the first day of the pay period on or after July 1, 2027.
- B. Salary Steps. The Salary Schedule shall contain five "Salary Steps" designated as "1", "2", "3", "4", and "5" for each of the positions in this bargaining unit. After the initial 6 month evaluation period has been completed in the entering step, the salary shall be advanced

to the next higher step of approximately 5% and, thereafter, the salary shall be advanced to the next higher step of approximately 5% after one year of satisfactory service in each step provided the General Manager approves such advancement. Such advancement from salary step to salary step shall be effective on the same day of the month during which the employee originally entered Casitas service. Within-range advancements are not automatic, but shall be based upon performance. The entrance salary for an employee will ordinarily be established at step "1" of the salary range of the position; however, the starting salary of an employee may be set at any step within the salary range of the position with the approval of the General Manager. The Salary schedule shall be adjusted periodically to adjust the steps to maintain a 5% differential.

ARTICLE 8 LONGEVITY

Any regular, full-time employee, upon completion of eight years of satisfactory, continuous service and each year thereafter in which one full year of satisfactory, continuous service is completed, shall, upon recommendation of their supervisor and with the approval of the General Manager, be entitled to a lump-sum longevity payment/year. Annual Lump-sum longevity payments shall be as follows:

<u>Yrs. of Continuous Full-time Service</u>	<u>Amount of Longevity Payment</u>	<u>Yrs. of Continuous Full-time Service</u>	<u>Amount of Longevity Payment</u>
8	400	20	1,000
9	450	21	1,050
10	500	22	1,100
11	550	23	1,150
12	600	24	1,200
13	650	25	1,250
14	700	26	1,300
15	750	27	1,350
16	800	28	1,400
17	850	29	1,450
18	900	30 or more	1,500
19	950	Years	

Lump-sum longevity payments shall be considered a part of the salary schedule (PERSable).

Any regular, full-time employee who otherwise qualifies for longevity payments under this section and who is voluntarily separated from Casitas' services prior to the date upon which their next lump-sum longevity payment is due shall, upon the recommendation of the General Manager, with approval of the Board of Directors, receive a prorated lump-sum payment equivalent to the product of the number of days since payment of the preceding longevity payment times the amount of the next succeeding longevity payment divided by 365.

ARTICLE 9 OVERTIME

Overtime work is any of the following conditions:

1. Paid time in excess of eight hours in any one work day.
2. Work performed on a District Holiday.

The overtime rate will be compensated at time and one half and shall include longevity, shift differential and stand-by pay if applicable.

ARTICLE 10 STANDBY TIME

- A. Part of the duties of each employee may include being available for call-out. The period during which an employee is assigned, by their supervisor, to be available for such call-outs is designated as Standby Time.
- B. An employee on Standby Time must (1) be ready to respond immediately to a call for service, (2) be readily available at all hours by telephone or other agreed upon communication equipment, and (3) refrain from activities which might impair their assigned duties upon call. The parties agree that an employee shall make a reasonable effort to arrive at District headquarters within forty-five (45) minutes from receiving a call-out.
- C. Standby Time covers all of the hours daily, which are not part of the regularly scheduled workday for the facility or function to which the employee is assigned standby.
- D. Employees available for call-out while on Standby will be compensated at the rate of \$3.00 per hour for all hours except those hours compensated as work hours, vacation and sick leave.

ARTICLE 11 EMERGENCY CALL-OUT

- A. Emergency call-out is defined as unscheduled work required by management of an employee who, following completion of the employee's workday or workweek and departure from the employee's work site, is ordered back to duty to perform necessary work.
- B. Employees who are called back shall receive a minimum of two (2) hours at time and one-half. All hours worked as part of a call-out shall be paid at time and one-half the employee's straight time rate.

- C. Work that immediately precedes or follows the regularly assigned duty-shift will be considered as an extension of the workday, and compensation will be at the regular rate unless the employee has worked 8 hours that day. A scheduled return to work with prior notice to the employee does not qualify as a call-out under this section.
- D. An employee who is required to work beyond their regular shift or is called out after going home and actually works for at least eight (8) hours as a result of such call out, shall be eligible for rest and recovery time. An eligible employee may request rest and recovery for up to four (4) hours paid at the straight time hourly rate for any regularly scheduled hours not worked as a result of the rest and recovery that day. Rest and recovery time shall be scheduled by both the employee and their supervisor.

At the employee's option, and with approval of supervisor, employees may elect to stay on the job and use rest and recovery at the end of the shift to complete the remainder of their regular work shift or combine vacation or sick leave time with the rest and recovery period in order to complete their regularly scheduled shift.

ARTICLE 12 WORK HOURS

The employee's regular work week shall be forty (40) hours, and normal work hours shall occur from 8:00am to 4:30pm Monday through Friday with a regularly scheduled *1/2 hour* lunch period. A workweek consists of the consecutive 7-day period beginning at 00:01 hours on Sunday and ending at 24:00 hours on the following Saturday.

The parties recognize that the district has the authority to designate alternate work hours or schedules on a case by case basis. Alternate work hours or schedules may be approved for employees in those departments where it will not adversely impact operational requirements or customer service needs. Such schedule changes shall be authorized by the department manager and approved by the General Manager. In the event an employees' work schedule is changed, written notice will be provided at least ten (10) working days or fourteen (14) calendar days prior to the date the schedule becomes effective, unless a modified notice period is mutually agreed to.

Work schedules commencing prior to 5:30 a.m. or ending after 7:00 p.m. shall entitle the regular, full-time employee to receive extra compensation at the rate of 5 percent of base pay, for hours actually worked including sick leave usage during a shift.

ARTICLE 13 REST BREAKS

- A. Employees shall be allowed two (2) ten (10) minute rest breaks per eight (8) hour shift. One break must be during the hour following the second (2nd) hour of their shift and one (1) during the hour following the sixth (6) hour of their shift. However, in instances where emergencies occur or exist during any rest break interval, the District may alter the rest break as required by the severity of the emergency. Also, the

District may alter the times of the rest break period when necessary to assure efficient operation and/or provide satisfactory customer service.

- B. Rest breaks are not to be combined with the half hour lunch break and are not intended to be used to shorten the work day.
- C. Rest breaks are to be taken at the job site location **when possible**. Employees are not permitted to use District transportation vehicles to travel to other areas for the rest period.

ARTICLE 14 MEAL ALLOWANCE

- A. Meal time during "regular working hours" or "regular tour of duty" is taken after the first 4 hours of work. Employee will furnish their own meal and will take time off to eat it.
- B. An employee on certain occasions of work will be provided a meal by Casitas or the reasonable price paid for a meal by an employee up to \$17.00 will be reimbursed by Casitas. In the event a meal is not provided or purchased, Casitas will reimburse the employee \$17.00 as a meal allowance in lieu of the meal. Meal time will be paid at Casitas' expense under certain working conditions.
- C. Casitas will provide or reimburse the employee for meals under the following work conditions:
 - a. Meal will be allowed if employee works two hours or more beyond regular work hours, and at four hour intervals thereafter.
 - b. If an employee is called back to work less than one hour after their regular work shift, employee shall be allowed a meal unless they are released from work not more than two hours after normal quitting time.
 - c. Meal will be allowed if an employee is required to perform work two hours or more before regular work hours and the work continues into the regular scheduled working hours. The regular practice relating to meal time during regular scheduled work hours shall prevail.
 - d. When an employee is called from home to perform work outside their regular working hours and they have been given at least three hours prior notice, employee shall observe the meal arrangements which prevail on the employee's regular tour of duty. However, if employee has not been given at least three hours prior notice, employee shall observe the same meal arrangement with the first meal being at Casitas' expense.
- D. Working conditions, length of work, etc., shall determine whether or not Casitas will pay the employee during the period of the meal. The following general rules will be used in making the determination:

- a. Work must continue beyond the period in which meal was earned for employees to be paid for meal time (1/2 hour O.T.). However, employee will be paid a meal allowance of \$17.00.
 - b. When time is not made available, the meal and meal time have been earned, 1/2 hour will be added to the work period for each meal.
 - c. Available time to eat a meal is the determination of the supervisor. It is not a necessity for the employee to leave site of work if employee is otherwise completely free from their duties during the meal period.
- E. When reference is made to "four hour intervals," time is computed from the end of each meal period or from the beginning of work period upon call out.

ARTICLE 15 HEALTH AND WELFARE

- A. Effective January 1 2026, 2027, and 2028 the District's maximum contribution to Health Insurance premiums, shall be the employee and all applicable dependent family at a coverage of the least expensive premiums for each level of ACWA/JPIA's Anthem HMO or Anthem Classic PPO plans.

It is agreed and understood that Kaiser will be offered but will not be used to determine the baseline maximum payment.

Additional Premium costs will be paid by the employee through Payroll deduction.

- B. During the term of this agreement, the district shall pay up to and including the full premium for family Dental, family Vision, and employee Life Insurance.
- C. Unless there is a written agreement to do otherwise, the District's dollar contribution shall remain at the amount in effect in December, 2025.
- D. Retiree medical, dental and vision.
 - 1. Employees hired prior to 1993 shall be grandfathered with fully paid medical, dental and vision the same as currently retired employees.
 - a. Eligibility requires employee to be greater than age 50 and be eligible for PERS retirement from Casitas.
 - 2. Employees hired after 1993 shall receive the same district contribution as active employees towards health, dental and vision insurance premiums.
 - a. District's medical plan shall be secondary to Medicare for employees who qualify for Medicare.
 - b. Eligibility for retiree medical is age 60 with 20 years of service and

eligibility for PERS retirement from Casitas.

3. Employees hired after November 1, 2011 shall receive the district contribution towards employee only premiums for medical insurance at the least expensive of the ACWA California Care or Prudent Buyer Classic plans.

a. District's medical plan shall be secondary to Medicare for employees who qualify for Medicare.

b. Eligibility for retiree medical is age 60 with 20 years of service and eligible for PERS retirement from Casitas.

E. The parties agree that Casitas retains the exclusive right to make changes necessary to administer the health insurance plan, and SEIU Local 721 specifically waives any rights it may have to meet and confer with respect to the decision or impact of changes that are imposed on Casitas by ACWA. Such changes may include, but are not limited to Administrative decisions and requirements that are made by ACWA such as the addition or deletion of plans, plan benefits, and/or increases or decreases in benefit rates.

ARTICLE 16 LIFE INSURANCE

The District will provide unit employees with a life insurance policy equal to one times their annual base salary with a \$150,000 maximum.

ARTICLE 17 RETIREMENT

- A. The District contracts with CalPERS to provide retirement benefits to employees in the unit. Employees, who are described as "classic employees" under the Public Employees' Retirement Law, receive the 2% at 60-benefit formula. For "classic employees" as defined by the Public Employees' Pension Reform Act of 2013, final compensation is the monthly average of the member's highest 12 consecutive months' of full time equivalent monthly pay (no matter which CalPERS employer paid this compensation). The benefit is affected by the member's age at retirement.
- B. Unit members hired on or after January 1, 2013 who are new "members" as defined in the Public Employees' Pension Reform Act of 2013 (PEPRA), are provided the following retirement benefits: 2% @ 62 benefit formula with a three year (36 month) final compensation period. Employees may designate the highest 36 month period. Employees will pay one-half of the total normal cost rate as determined by CalPERS.
- C. Effective on the first day of the pay period on or after January 1, 2017, "classic" Cal PERS members shall pay three and one half percent (3.5%) of pensionable compensation towards the required employee contribution to CalPERS. The employee

contribution, as determined by CalPERS is presently set at seven percent (7%) of pensionable compensation. The district shall pay the remaining three and one half percent (3.5%) of the required employee contribution and shall report to CalPERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions. Employees shall pay their share of the employee contribution by pre-tax payroll deduction pursuant to Section 414(h)(2) of the Internal Revenue Code.

D. Effective on the first day of the pay period on or after January 1, 2018, "classic"

CalPERS members shall pay an additional three and one half percent (3.5%) of pensionable compensation towards the required employee contribution to CalPERS, for a total of seven percent (7%) in employee contribution by pre-tax payroll deduction pursuant to Section 414(h)(2) of the Internal Revenue Code. Following this date, no portion of the employee contribution shall be paid by the district; since the classic employees will be paying the entire employee/ member contribution, the district will no longer report member contribution as compensation earnable to CalPERS pursuant to California Government Code section 20636(c)(4).

ARTICLE 18 VACATION

- A. Each employee, except temporary, hourly employees, shall be entitled to vacation for each calendar month of full-time service provided that regular, hourly employees shall earn proportionate vacation benefits based upon accumulated hours worked which are equivalent to one full month of regular, full-time service.

Vacation time shall be accrued as follows:

- a. For the first three years of service, 8 hours credit each month, 12 days.
- b. From 4 to 5 years of service, 8.67 hours credit each month, 13 days.
- c. For the 6th to 12th years of service, 12 hours credit each month, 18 days.
- d. For the 13th to 16th years of service, 12.67 hours credit each month, 19 days.
- e. For the 17th to 20th years of service, 13.33 hours credit each month, 20 days.
- f. For the 21st and 22nd years of service, 14 hours of credit each month, 21 days.
- g. For the 23rd and 24th years of service, 14.67 hours of credit each month, 22 days.
- h. For the 25th year of service and each succeeding year of service 15.33 hours of credit each month, 23 days.

- B. Unused vacation credit shall be accumulated and carried forward from month to month. If at the end of any calendar year an employee's vacation account has an excess of 450 hours, the employee's vacation accrual will stop until the vacation balance is reduced below 450 hours.
- C. Employees who have taken 80 hours of vacation in a calendar year may redeem for cash up to 80 hours of unused vacation. In the event an employee has not taken 80 hours of vacation but wishes to redeem for cash up to 80 hours of unused vacation in the calendar year, the employee may do so by scheduling and taking sufficient vacation time so that the total vacation taken for the calendar year equals or exceeds 80 hours. The redemption for cash up to 80 hours may be paid one day in advance of the employee taking the scheduled vacation time.
- D. The time when vacations may be taken shall be approved in advance by the immediate Supervisor. Consideration shall be given to seniority, and other factors in establishing the vacation schedule.
- E. Upon termination of employment, employees who have attained regular status shall be entitled to cash payment in lieu of vacation for all unused vacation credit. Said cash payment shall be computed by multiplying the hourly rate by the number of hours of unused vacation credit.

ARTICLE 19 SICK LEAVE

- A. Each employee (except temporary hourly employees) shall be allowed eight (8) hours of sick leave with pay for each month of full-time service, provided that those employed in regular, hourly positions are entitled to proportionate sick leave credits based upon accumulated hours worked which are equivalent to one full month of regular, full-time service. A new regular, full-time employee shall receive their first eight hours of sick leave credit upon the last day of the month during which one full month of service is completed.
- B. Sick Leave Advance: Employees with more than one year's continuous service may, upon approval of the General Manager, receive an advance on prospective accumulation of sick leave credit of not to exceed 96 hours.
- C. Unused sick leave credit shall be accumulated and carried forward from month to month. Such accumulations may accrue to the sick leave account of the employee until a maximum permissible accumulation of 2,400 hours sick leave credit is reached. Thereafter, credits shall be made only to the extent necessary to restore, at the prescribed rate, a maximum credit of 2,400 hours.
- D. Any employee who is absent due to illness may be required to file a written statement showing the reason for absence. Should the absence due to illness or disability extend beyond three consecutive work days, the employee may be required to file a

clearance statement from their physician. If an employee is required to be absent from work due to exposure to a contagious disease and has been under quarantine, a clearance statement from a physician shall be filed upon returning to work.

- E. Any employee absent from work on sick leave shall notify their supervisor on the first day of such leave and as often thereafter as directed by their supervisor. They shall also report such sick leave usage on forms prescribed by the General Manager upon returning to work.
- F. An employee may be absent on sick leave due to death, illness, or injury in the immediate family of that employee up to a maximum of five days; provided that in the case of illness or injury, a husband, wife, brother, sister of an employee must reside within the home or within the same place of residence of the employee. A parent, parent of a spouse, or child need not reside with employee.
- G. Any regular, full-time employee who has completed eight or more years of satisfactory continuous service and who is voluntarily separated from Casitas service shall, upon approval of the General Manager, be compensated for one-half of the then current number of hours of sick leave accumulated at their hourly rate then currently in effect.
- H. Doctor and Dentist Appointments: Employees shall provide the District with at least three (3) days advance notice of the necessity to be absent from work because of a medical/dental appointment. Should an emergency arise necessitating a doctor's or dentist's visit on shorter notice, the District shall allow employees to take that time off. Consistent use of the emergency clause shall be considered a violation of this section.
- I. Should an employee's Sick Leave hours be exhausted due to a prolonged illness or injury, an employee's Vacation hours may be used to supplement their income during this absence.

ARTICLE 20 CATASTROPHIC SICK LEAVE DONATION

- A. Purpose: For the purposes of implementing this program, "Catastrophic Condition" shall mean any significant personal or family tragedy such as life-threatening illness or severe non-industrial injury of long duration which requires an employee to need personal time off beyond the amount of leave time he/she has accrued. SEIU unit employees may donate sick leave to another employee who has suffered a catastrophic condition; such donation of leave credit shall be on a voluntary basis. Maternity leave or elective surgery, absent significant unplanned complications preventing the employee's return to work, is not considered catastrophic.
- B. Definitions: For the purposes of implementing the Catastrophic Leave Donation Program, the following definitions apply:

1. "Personal tragedy" shall mean employees own life-threatening illness or severe nonindustrial injury of an extended period of time.
2. "Family tragedy" shall mean life-threatening illness or unplanned medical emergency involving the employee's immediate family member, i.e., spouse, child or parent.
3. "Child" shall mean a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing "in loco parentis" (who has parents' rights) who is either under the age of 18 or an adult dependent child.
4. "Parent" shall mean biological, parent, stepparent, legal guardian or person having stood "in loco parentis" (who has parents' rights) to employee.

C. Eligibility For Recipients: In order to be declared eligible to receive catastrophic sick leave, an employee must meet the following conditions:

1. Has exhausted all their sick and vacation leave and is unable to return to duty due to the catastrophic illness or injury.
2. The employee or employee's immediate family member must have sustained a life-threatening illness or severe non industrial injury.
3. The employee or their designee has provided medical justification as evidenced by a physician's statement as to the severity and protracted nature of the employee's condition.
4. In the case of the employee's immediate family member, the employee has provided medical justification as evidenced by physician's statement that the presence of the employee is necessary.
5. The donation is on an as needed basis and in no event shall the recipient employee receive more than 480 hours in any 12-month period. The purpose in establishing a donation cap is to limit the donations to a reasonable level rather than allow donations to exceed the need. Under no circumstances shall the total sum of compensation including disability payments, donated catastrophic leave, and so on exceed the employee's rate of pay prior to the catastrophe. If necessary the program shall be coordinated with the Family Medical Leave ACT (FMLA) and is not a replacement of FMLA.

D. Eligibility For Donors: In order for an employee to be eligible to donate sick leave for "Catastrophic Conditions", the following criteria must be met:

1. The hours of sick leave shall be voluntarily donated from unit members who have at least 300 hours of sick leave on the books and who will have no less than 200 hours of sick leave remaining following the donation.
2. The minimum contribution of sick leave shall be 8 hours.
3. A designated Catastrophic Leave Donation Form must be filled out and submitted in order to request a transfer of specified accrued sick leave time.

E. Policy and Procedures: The following policies and procedures will be used for the implementation of Catastrophic sick leave:

1. SEIU 721 will establish a Catastrophic Leave Committee comprised of three (3) unit representatives including a Chairperson whose purpose shall be to review and make decisions concerning requests for donation of accrued sick leave credits.
2. Unit employees requesting donated leave credit shall submit an appropriate leave request form to the Catastrophic Leave Committee and demonstrate eligibility per section C of this article. Verification of eligibility may include, but is not limited to the following; doctor statements, payroll verification of exhausted leave, and appropriate relationship verification (birth certificate, marriage certificates, etc.)
3. Upon review and approval from the Catastrophic Leave Committee, a notification will be made to unit members regarding the need of the recipient. Interested donors shall complete a Catastrophic Leave Donation Form and submit to the Committee. The committee in turn will verify the donor's eligibility.
4. Completed Catastrophic Leave Donation Forms will be submitted to the district Human Resources department. The district shall verify that the donor has sufficient accrued leave time to make the donation, and then process the approved request to the recipients sick leave balance. The names of the individuals making donations and the number of hours donated shall be kept confidential.

F. Disclaimer:

1. Casitas shall not have any grievance filed against it with regard to this policy.
2. Casitas makes no representation or guarantees to either the donor or recipient with regard to the tax status of donations made pursuant to this program. Employees participating in this program, whether as a donor or as a recipient, are encouraged to consult with a tax advisor regarding

potential State and/or Federal tax implications.

3. District tentatively agrees to continue trial period for duration of successor MOU only, at which expiration the Catastrophic Sick Leave Donation will automatically expire and will cease to exist. However, employees represented by SEIU 721 may resubmit this program for future consideration as a proposal in any next contract negotiations.

ARTICLE 21 LEAVES

A. Bereavement Leave

Immediate Family For purposes of determining Bereavement Leave, the term “immediate family” is defined as the father, mother, mother in law, father in law, daughter in law, son in law, grandparent in law, step father, step mother, spouse or registered domestic partner, children, brother, sister, step-sibling, grandparent, or grandchild of the employee.

1. Leave. Upon the death of an immediate family member, an employee may use up to three (3) work shifts of paid Bereavement Leave not chargeable to any other leave and an additional two (2) work shifts of any other accrued leave or of unpaid leave for a total of five (5) work shifts.
2. Other Terms and Conditions of Use. Bereavement Leave must be completed within three (3) months of the immediate family member’s death and may be intermittent leave and is not required to be used in consecutive amounts. Intermittent leave shall equate to the number of equivalent hours as constitute the employee’s normal work shifts as of the date Bereavement Leave is first requested. Employees are required to provide documentation to the District of the immediate family member’s death within thirty (30) days of the first day of use of Bereavement Leave. “Documentation” includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The District shall maintain the confidentiality of any employee requesting leave under this section. Any documentation provided to the District regarding this leave shall be maintained as confidential and shall not be disclosed except to internal personnel or counsel, as necessary or as required by law.

B. Reproductive Loss Leave

Employees, who have been employed by the District for at least thirty (30) days, may take up to five (5) work days of reproductive loss leave following a reproductive loss event. Employees who experience more than one reproductive loss event within a twelve (12) month period may take up to five (5) work days off for each reproductive loss up to a maximum of twenty (20) work days of reproductive loss leave within a twelve (12) month period. Employees may take the leave following their own reproductive loss event or that of another person, if the employee would have been the parent of the child born or adopted.

Definitions

A reproductive loss event is any of the following:

1. Miscarriage;
2. Stillbirth;
3. Failed adoption – for example, if a birth mother or legal guardian breaches or dissolves an adoption agreement, or if an adoption is not finalized for another reason;
4. Failed surrogacy – for example, if a surrogate breaches or dissolves a surrogacy agreement, or if an embryo transfer fails; or
5. Unsuccessful assisted reproduction – for example, a failed intrauterine insemination or embryo transfer.

Other Terms and Conditions

Employees may take the leave on consecutive work days, or can elect to use the leave on non-consecutive work days. The leave must be completed within three (3) months of the reproductive loss event. However, if prior to or immediately after a reproductive loss event, the employee is on or chooses to go on Pregnancy Disability Leave, leave under the California Family Rights Act, and/or any other leave entitlement under state or federal law, the employee must complete the Reproductive Loss Leave within three (3) months of the end date of the other leave.

Employees must provide reasonable advance notice of the need for the leave to their supervisor, unless advance notice is not feasible. If advance notice is not feasible, the employees should notify their supervisor as soon as possible of the need for the leave. The District may require documentation of the qualifying reproductive loss event.

The employee may elect to use accrued, available sick and/or vacation leave for the reproductive loss leave; otherwise the leave is unpaid.

C. Leave for Crime Victims

Employees who are a victim of certain crimes or who have certain relationships with the victim of certain crimes may take time off work under the following circumstances:

1. Type 1 Crime
 - (a) The crime must be a violent or serious felony as defined by law, or a felony provision of law proscribing theft or embezzlement;
 - (b) the employee must be the victim of the crime, or the employee must be an immediate family member, a registered domestic partner, or a child of a

registered domestic partner who is the victim of the crime; and

- (c) the absence from work must be in order to attend judicial proceedings related to the crime.

An immediate family member is defined under Bereavement leave. A registered domestic partner means a domestic partner who is registered in accordance with California state law.

2. Type 2 Crime

- (a) The employee, or the employee's spouse, parent, child, sibling or guardian must be a victim of any of the following offenses as defined by the Penal Code and/or Vehicle Code and identified in California Labor Code section 230.5. "Victim" is defined as suffering direct or threatened physical, psychological, or financial harm as a result of the following offenses.
 - (1) vehicular manslaughter while intoxicated
 - (2) felony child abuse likely to produce great bodily harm or death
 - (3) assault resulting in the death of a child under eight years of age
 - (4) felony domestic violence
 - (5) felony physical abuse of an elder or dependent adult
 - (6) felony stalking
 - (7) Solicitation for murder
 - (8) Serious felony
 - (9) Hit-and-run causing death or injury
 - (10) Felony driving under the influence causing injury
 - (11) Sexual assault
- (b) The employee requests time off work to appear in court to be heard at any proceeding (including any delinquency proceeding) involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which the right of the victim (the employee, or the employee's spouse, parent, child, sibling, or guardian) is at issue.

Notice of the Need for the Time Off /Leave

The employee must notify their supervisor of the need for the time off work at least ten (10) work days in advance of the date on which employee intends to take time off work to attend the judicial proceeding. If ten (10) work days advance notice is not reasonably possible, employee should notify their supervisor as soon as reasonably possible in advance of the absence. The employee's notice to the supervisor should include the documentation/certifications described below if possible. If advance notice of the absence is not feasible, the employee must provide to their supervisor the documentation/certification below within a reasonable period of time after the employee's absence from work.

For time off for a Type 1 Crime, the employee must provide to their supervisor

documentation of the scheduled court proceeding either before taking the time off work or within a reasonable time after the absence from work. Such documentation is typically a notice given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office, or a victim/witness office.

For time off for a Type 2 Crime, the employee must provide to their supervisor appropriate certification either before taking time off work, or within a reasonable time after the absence from work. Appropriate certification may include: (a) a police report indicating that the employee was a victim of the a crime that falls within the Type 2 Crime definition above; (b) a court order protecting or separating the employee from the perpetrator of the offense or other evidence from the court or prosecuting attorney that employee has appeared in court; or (c) documentation from a medical professional, domestic violence advocate, advocate for victims of sexual assault, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from a Type 2 Crime.

Use of Accrued, Available Paid Leave

When an employee takes time off/leave for a qualifying reason, the employee must use accrued available sick or vacation leave to cover the time absent from work; otherwise the time off/leave will be unpaid.

D. Leave for Victims of Domestic Violence, Sexual Assault, Stalking or Certain Crimes

Employees who are victims of domestic violence, sexual assault, and/or stalking, or a crime that caused physical injury, or caused a mental injury and threat of physical injury, and employees whose immediate family member is deceased as a direct result of a crime are eligible for time off work for the following purposes:

1. To seek medical attention for the injuries caused by the crime or abuse;
2. To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse;
3. To obtain psychological counseling related to an experience of crime or abuse;
4. To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation; and
5. To obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order or other injunctive relief, to help ensure the health, safety or welfare of the employee or their child.

For purposes of this section, the term “crime” is defined, as set forth in Section 13951 of the California Government Code, to mean a crime or public offense that would constitute a misdemeanor or a felony and regardless of whether any person is arrested for, prosecuted for, or convicted of committing the crime.

Notice of the Need for the Time Off/Leave

An employee needing the time off work for any of the above purposes shall notify Human Resources as soon as reasonably possible in advance of the employee's intention to take the time off from work, unless advance notice is not feasible. When the employee does not provide advance notice of the intent to take the time off from work, the employee must provide, within a reasonable period of time after the absence, a certification to Human Resources. The certification may be:

1. A police report indicating that the employee was a victim;
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse;
3. Evidence of the employee's court appearance;
4. Documentation from a licensed medical professional, domestic violence/sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting from the crime or abuse; or
5. Other reasonable evidence that reasonably verifies a crime or abuse occurred, or that the absence was for a qualifying reason.

Use of Accrued, Available Paid Leave

When an employee takes time off/leave for a qualifying reason, the employee must use accrued available sick or vacation leave to cover the time absent from work; otherwise the time off/leave will be unpaid. Nothing in this section creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is permitted by, the federal Family and Medical Leave Act (29 U.S.C. sect. 2601, et seq.).

E. Time Off/Leave for School Activities

Employees, who are a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children in kindergarten, or grades 1 through 12, or attending a licensed child care provider/facility, are eligible to use up to forty (40) hours of time off work each year for qualifying school/licensed child care provider activities (described below) and subject to the conditions below. Any unused time does not roll over to the following year.

1. Qualifying School/Licensed Child Care Provider Activities

An eligible employee may take time off work for the following reasons:

- (a) to find, enroll, or re-enroll his/her child in a school or with a licensed child care provider;
- (b) to participate in activities of his/her child's school or licensed child care provider; and/or
- (c) to address a school or childcare provider emergency which means that the employee's child cannot remain in a school or with a child care provider due to:
 - (1) the child's behavioral or discipline problems;
 - (2) the closure or unexpected unavailability of the school or child care provider (excluding planned holidays); or

- (3) a natural disaster, including but not limited to, fire, earthquake, or flood.

An employee cannot use more than eight (8) hours of time off in any calendar month (out of the forty (40) hours available each year) for the reasons in paragraphs 1(a) and/or (b).

If more than one eligible employee seeks planned time off work for the same child/children and qualifying school/licensed child care provider activity, and the employees work at the same worksite, the first employee at that worksite to request the time off will receive the time off. After the DISTRICT makes the determination concerning who made the request first, the other employee(s) at the same worksite will only receive the time off if it is approved subsequently by their supervisor.

2. Notice of the Need for the Time Off Work/Absence

For time off work for school/licensed child care provider activities under paragraphs 1(a) and/or (b) above, an employee must provide notice to their supervisor of the need for time off work at least 10 work days in advance of the need for the time off. When 10 work days advance notice is not reasonably possible, the employee must notify their supervisor of the need for the time off as soon as reasonably possible in advance of the time off.

When the time off work is for an emergency, as defined in paragraph 1(c) above, the employee must notify their supervisor as soon as possible before taking the time off work, if reasonably feasible. If such notice before taking the time off work is not reasonably feasible, the employee must provide the notice to the supervisor as soon as reasonably possible thereafter.

Upon the District's request, employees must provide to the District written verification from the school or licensed child care provider that the employee engaged in a qualifying school/licensed child care provider activity on a particular date and time.

3. Use of Accrued, Available Paid Leave to Cover the Time Off Work/Absence

When an employee takes time off work for a planned absence for an above qualifying reason, the employee must use accrued, available sick or vacation leave to cover the time off work, and any remaining amount of time off not covered by the accrued, available sick or vacation leave shall be unpaid. For an unplanned time off work/absence due to an emergency as defined above, the employee can elect to use accrued, available sick or vacation leave in order to receive pay for all or part of the time off work. Otherwise, any time off work not covered by sick or vacation leave shall be unpaid.

Employees who are a parent or guardian of a child suspended from school may take time off to comply with the school's request, under California Education Code section 48900.1, that the employee attend the child's school. Prior to taking the time off for this purpose, the employee shall notify their supervisor as soon as reasonably possible, and, if feasible, at least ten (10) work days before the date of

the school attendance date, and provide to the employee's supervisor a copy of the school's request. The employee's time off from work will be unpaid, unless the employee elects to use accrued, available sick or vacation leave for the work absence.

ARTICLE 22 JURY DUTY

- A. A full-time, regular employee will be paid their regular salary for up to eighty (80) hours as a juror. Any employee seated on a jury panel that will last longer than eighty (80) hours, may use their Vacation hours to replace any lost wages and keep themselves whole until the completion of their duties as a juror.
- B. An attendance record from the courts on time spent on jury duty shall be submitted to the District's Payroll Clerk.
- C. If applicable, employees are required to pay Casitas an amount equal to the total compensation received from the County, State or Federal Governments with regards to the aforementioned eighty (80) hours. The employee shall retain any other compensation including mileage.

ARTICLE 23 HOLIDAYS

- A. Paid holidays shall be authorized only for regular, full-time employees. To be entitled to pay for such holidays, an employee must be entitled to pay for both the scheduled working days before and after such paid holidays.
- B. Regularly scheduled holidays include New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. In the event one of the above-named holidays falls on Saturday, the preceding Friday shall be considered as the holiday, and in the event one of the holidays falls on Sunday, the Monday following shall be considered as the holiday. Non-exempt employees who may be required to work on any of the above holidays shall receive compensation for such time at the overtime rate in addition to their holiday pay.
- C. In addition to the above holidays, all regular, full-time employees shall be entitled to three additional holidays each year as follows:
 - 1. General Unit: The day following Thanksgiving Day and the working day before or after Christmas Day.
 - 2. One eight hour floating holiday provided on the first payroll of the calendar year and must be used in the same calendar year or it will be forfeited. Unused floated holiday has no value upon employee separation.

- D. For those employees whose regularly scheduled work hours are other than the regular Monday through Friday work week, and who are required to work the actual holiday, compensation for such time worked will be at the overtime rate. Additionally, these employees will be given either the time off or receive holiday pay for the holiday within the following week, as determined by the supervisor to fulfill the needs of the section in the best interest of Casitas. In the event that the holiday falls on an employee's regular day off, equal time off or holiday pay will be given.

ARTICLE 24 SAFETY EQUIPMENT

- A. Safety Shoes: The District will pay a stipend of \$230 once per year to employees required to wear safety shoes. The District's Safety Officer shall designate the appropriate unit employees required to wear safety shoes. If authorized, an employee may receive an additional \$230 towards the purchase of a second pair of safety shoes. It is expected that the employees shall maintain the safety shoes with due care.

Safety shoes are required to meet the following criteria and must be worn at all times when in the field:

- Approved safety footwear
- High Top style
- Puncture-resistant
- For E & M Staff the shoes must be EH rated.

- B. Safety Glasses: All District employees who engage in or are exposed to eye hazard operations are eligible to obtain prescription safety glasses or non-prescription safety glasses provided by the District in accordance with the District's current Eye Protection Program.

ARTICLE 25 LAYOFFS

Layoff shall mean the separation of an employee because of lack of work or lack of funds. In making layoffs of regular, full-time employees, consideration shall be given within departmental classifications to seniority, merit, and fitness in that order. An employee who has attained regular status prior to any layoff shall be entitled to re-employment with any sick leave benefits which may have accrued prior to said layoff if the position formerly held is reinstated within a period of one year. Notice of such reemployment shall be given by certified mail to the last known address, and failure to respond within 10 days shall result in forfeiture of the position.

ARTICLE 26 DISCIPLINE

Disciplinary measures may include, but not be limited to:

1. An oral warning
2. A written warning
3. Suspension
4. Dismissal

If the number or severity of violations requires, in the opinion of the employer, disciplinary measures may be implemented at any step up to and including dismissal without a requirement to implement the steps in order. The District has the right to discipline employees for just cause.

Step One: Oral Warning

When a violation occurs, the employee is formally warned and the conversation is documented for future reference.

Step Two: Written Warning

If the employee continues to break the rule(s), they will be given a written warning citing the infraction(s) and the corrective action to be taken. One copy of this warning goes to the employee; the other is put into their personnel file.

Step Three: Suspension

If the need for a suspension occurs, based on past warnings, severity or other reasons, the General Manager may suspend the employee.

Step Four: Dismissal

Termination of an employee, should that become necessary, shall be done by the General Manager.

ARTICLE 27 PEACEFUL PERFORMANCE OF DISTRICT SERVICES

- A. The parties recognize and acknowledge that many of the services performed by the employees covered by this MOU are essential to the public health, safety, and general welfare of the residents within the District service area.
- B. Consequently during the term of this agreement, Union agrees that, under no circumstances will it recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, slow-down, or picketing (hereinafter collectively referred to as work stoppage), in any office, or facility of the District, not to curtail any work or restrict any production, or interference with any operation of the District.
- C. In the event of any such work-stoppage by any member of the unit, the District shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage, until said work stoppage has ceased.
- D. In the event of any such work-stoppage during the term of this MOU, whether by,

Union or by any member of the bargaining unit, Union, by its officers, shall immediately declare in writing and publicize that such work-stoppage is contrary to the Agreement and unauthorized and further direct its members in writing to cease the said conduct and to resume work. Copies of such written notice shall be served upon the District.

- E. If in the event of a work-stoppage, Union promptly and in good faith performs the obligations of this Article, and, providing, Union has not otherwise authorized, permitted or encouraged such work-stoppage, Union shall not be liable for any damages caused by the violation of this Article.
- F. However, the District shall have the right to discipline, including discharge any employee who instigates, participates in, or gives leadership to, any work- stoppage activity as per B above, and the District shall also have the right to seek full legal redress.

ARTICLE 28 GRIEVANCE PROCEDURE

A grievance is any dispute concerning the interpretation or application of this Memorandum of Understanding.

INFORMAL LEVEL: Within 7 calendar days of the occurrence giving rise to the grievance the employee shall discuss the grievance with their immediate supervisor or Department Manager if they are the immediate supervisor. If not resolved at this level then the employee may submit within 7 calendar days their formal grievance in writing, with desired resolution to their Department Head.

GENERAL MANAGER: The General Manager should discuss the grievance with the employee. The General Manager shall render a decision in writing to the employee within 14 calendar days after receiving the grievance. The decision of the General Manager shall be final.

ARTICLE 29 TERM

The provisions of this agreement shall be from July 1, 2025 through June 30, 2028

ARTICLE 30 RENEGOTIATIONS

If either party hereto wishes to negotiate the provisions of a successor Agreement, such party shall, serve upon the other during the month of September prior to the expiration of this agreement its written request to commence negotiations.

ARTICLE 31 SAVINGS CLAUSE

In the event that the implementation of any article or section 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. The District and SEIU Local 721 shall meet and confer as soon as practicable for the purpose of endeavoring to agree upon replacement for such article(s) or section(s).

Adopted this day of April, 2026

CASITAS MUNICIPAL WATER DISTRICT

Michael Flood, General Manager

Diana Impeartrice, Human Resources Manager

Colin J. Tanner, Special Labor Counsel

SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721



Carson V. Acosta, Tri-Counties Regional Director

Revi Levi, Worksite Organizer




Chelbi Kelley, Bargaining Unit Member



Edgar Ramos, Bargaining Unit Member



Ramiro Garcia, Bargaining Unit Member



Alex Kelso, Bargaining Unit Member

MEMORANDUM OF UNDERSTANDING

between

CASITAS MUNICIPAL WATER DISTRICT

and

*SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 721 REPRESENTING
RECREATION UNIT EMPLOYEES*

July 1, 2025 to June 30, 2028

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ARTICLE 1 RECOGNITION

“Casitas Municipal Water District (“District”) continues to formally recognize SEIU Local 721 (“Union”) as the sole and exclusive representative of District employees in the General Unit (“Unit”).”

The term "employee(s)" as used herein shall refer only to employees employed by the District in said Unit as listed in Appendix A to this Memorandum of Understanding (“MOU”).

ARTICLE 2 DISTRICT RIGHTS

The exclusive rights of the District include, but are not limited to, the exclusive right to determine the mission of its constituent departments and Board of Directors; determine merits, necessity, and level of any activity or service; determine the procedures and standards of selection for employment or promotion; directs its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate and/or lawful reasons; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; subcontract work; maintain the efficiency of governmental operations; set standards of service and exercise complete control and discretion over its organization and the technology of performing its work. Nothing shall be construed to restrict any legal or inherent exclusive District rights with respect to matters of general legislative or managerial policy with respect to the above rights. Sub-contract work has been undertaken by the District in the past. The District will not lay off existing employees in the present or the future due to sub- contracts. Provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from conferring or raising grievances over the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 3 EMPLOYEE AND UNION RIGHTS

- A. Employees of the District shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment.

Employees of the District also shall have the right to refuse to join or participate in the activities of employee organizations. No employee shall be

interfered with, intimidated, restrained, coerced, or discriminated against by the District or by any employee organization because of their exercise of these rights.

B. Union Stewards

Pursuant to Government Code section 3505.3, the District shall release without loss of pay Union members designated as Shop Stewards to investigate grievance of employees, negotiate contracts, provide Union information to newly hired District employees, to participate in disciplinary interviews, and to attend Union trainings. Stewards must give notice to their Supervisor or Manager prior to leaving their work area for any union related business. Clearance for Steward related activity shall not be unreasonably denied.

A list of trained Stewards shall be provided to Casitas on an annual basis at the request of Casitas Management. Any changes of Stewardship shall be provided to Casitas Management.

C. Union Leave

Pursuant to Government Code section 3558.8, the District shall grant to employee representatives, upon written request of the Union, reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of the exclusive representative or of any statewide or national employee organization with which the Union is affiliated. Leave may be granted on a full time, part-time, periodic or intermittent basis.

1. The Union shall reimburse the District for all compensation paid to the employee on leave. Reimbursement by the Union shall be made on or before thirty (30) days after receipt of the District's certification of payment of compensation to the employee.
2. At the conclusion or termination of leave granted under this section, the employee shall have a right of reinstatement to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.
3. The Union has no obligation to use leave under this section for an employee and may terminate that leave at any time, for any reason. The District reserves the right to recall any employee on leave pursuant to these sections due to an emergency.
4. Compensation — Compensation for release time shall not exceed the employee representative's standard schedule of hours per day and shall not include compensation for overtime. Compensation shall include retirement fund contributions required of the District as an employer. The employee shall earn full-service credit during the leave of absence and shall pay their member contributions.
5. Written Notice — Pursuant to Government Code sections 3505.3 and 3558.5, for leave requests for three (3) consecutive days or less, the Union shall submit a written request to the employee representative's Department Head at least seven (7) days in advance of the requested leave of absence. For leave requests of greater than three (3) consecutive days, the Union shall submit their written request at least thirty (30) calendar days in advance of the

requested leave of absence. The written request shall include the purpose, dates, and duration of the requested leave.

6. Reporting — The Union or the employee shall be required to execute any payroll forms, certifications of time, or other documents as required by the District to ensure that the time reporting is accurate, and that the employee is performing the duties of a steward or officer or representative of the Union during all reported working hours.
7. Indemnification — The District shall not be liable for an act or omission of, or an injury suffered by, an employee of the District if that act, omission, or injury occurs during the course and scope of the employee's leave under this section to work for the Union. If the District is held liable for such an act, omission, or injury, the Union shall indemnify and hold harmless the District.

ARTICLE 4 UNION DUES, DEDUCTIONS, AND INDEMNIFICATION

- A. Membership within and/or payment of any dues or fees to Union shall not be a condition of employment with the District. No individual employee shall be compelled to pay a service fee, agency fee, or any other assessment or payment in lieu of joining the union.
- B. Union has requested in writing that the District deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by Union such as the Committee on Political Education (“COPE”), from the wages, and salaries of members of Union Local 721. Union hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the District unless a dispute arises about the existence or terms of the authorization.
- C. Each pay period, the District shall send to the Union a list of all employees in the Unit including: each employee’s first name, middle initial, last name, identification number, hire date, job classification, employment 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 shall be sent in Excel format to dues@seiu721.org within five (5) business days of each payday absent extenuating circumstances.
- D. Each pay period, the Union shall provide the employer with an “authorized deduction report” which includes Unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts. The District shall make the dues and other applicable deductions

from the employee's paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday absent extenuating circumstances. The District 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 absent extenuating circumstances. Union shall provide at least one full pay period notice to the District to implement any changes to deductions for Unit employees. District shall notify Union of all promoted, demoted, reclassified, transferred, retired and/or separated from service employees who are/were represented under this MOU.

- E. The District agrees to provide Union with the name, identification number, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The District also agrees to provide Union with name, job title, department, work location, work, home, home and personal cellular telephone numbers, personal email addresses and home address of all bargaining unit employees at least every 120 days. Notwithstanding the foregoing, the District will not provide Union with home address or any phone number on file with the District of any employee performing law enforcement-related functions, and the District will not provide Union with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request for non-disclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the District will provide Union with a copy of that request.
- F. The Union shall indemnify, defend and hold the District, its officers and employees harmless against any and all claims, demands, suits, and from liabilities of any natures which may arise out of or by reason of any action taken or not taken by the District under the provisions of this Article. Any claims, demands, disputes, arising from the application or interpretation of this Article shall be filed with Union and shall not be subject to the District's grievance procedure.

ARTICLE 5 FULL UNDERSTANDING, MODIFICATION, WAIVER

- A.
 - 1. It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein.
 - 2. With respect to other matters within the scope of negotiations, negotiations

may be required during the term of this MOU as provided in Section B of this Article.

- B.
 - 1. It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this MOU.
 - 2. It is recognized that during the term of this MOU it may be necessary for CMWD to make changes in rules or procedures affecting the employees in the Unit.
 - 3. CMWD shall notify Local 721 of any changes in rules or procedures impacting matters within the scope of negotiations and shall, at the written request of Local 721, negotiate about the impact of such changes.
- C. Nothing herein shall limit the authority of CMWD to make necessary changes required during emergencies. However, CMWD shall notify Local 721 of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.
- D. The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 6 NEW EMPLOYEE ORIENTATION

The District shall provide the Union written notice of new employee orientations (no matter how few participants, and whether in person or online) at least (10) business days, or as soon as reasonably practical, prior to the event. Union representatives 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 to one (1) steward to participate in the Union's presentation of the new employee orientations. "New Hires" shall be defined to include any employee new to Union, including, but not limited to, through accretion or promotion/demotion. If the Union's designated representative(s) is unable to attend the new employee orientation the District shall provide the new hire with a packet of materials from the Union. The District shall also provide the new hire with the contact information of the Union representative responsible for follow-up with the new hire.

ARTICLE 7 SALARY

- A. Salary Increases
 - 1. FY 2025-26: 3% base wage increase effective with the payroll period starting

July 6, 2025;

2. FY 2026-27: 3% base wage increase effective with the payroll period starting the first day of the pay period on or after July 1, 2026; and
3. FY 2027-28: 3% base wage increase effective with the payroll period starting the first day of the pay period on or after July 1, 2027.

B. **Salary Steps.** The Salary Schedule shall contain five "Salary Steps" designated as "1", "2", "3", "4", and "5" for each of the positions in this bargaining unit. After the initial 6 month evaluation period has been completed in the entering step, the salary shall be advanced to the next higher step of approximately 5% and, thereafter, the salary shall be advanced to the next higher step of approximately 5% after one year of satisfactory service in each step provided the General Manager approves such advancement. Such advancement from salary step to salary step shall be effective on the same day of the month during which the employee originally entered Casitas service. Within-range advancements are not automatic, but shall be based upon performance. The entrance salary for an employee will ordinarily be established at step "1" of the salary range of the position; however, the starting salary of an employee may be set at any step within the salary range of the position with the approval of the General Manager. The Salary schedule shall be adjusted periodically to adjust the steps to maintain a 5% differential.

ARTICLE 8 LONGEVITY

Any regular, full-time employee, upon completion of eight years of satisfactory, continuous service and each year thereafter in which one full year of satisfactory, continuous service is completed, shall, upon recommendation of their supervisor and with the approval of the General Manager, be entitled to a lump-sum longevity payment/year. Annual Lump-sum longevity payments shall be as follows:

<u>Yrs. of Continuous Full-time Service</u>	<u>Amount of Longevity Payment</u>	<u>Yrs. of Continuous Full-time Service</u>	<u>Amount of Longevity Payment</u>
8	400	20	1,000
9	450	21	1,050
10	500	22	1,100
11	550	23	1,150
12	600	24	1,200
13	650	25	1,250
14	700	26	1,300
15	750	27	1,350
16	800	28	1,400
17	850	29	1,450
18	900	30 or more	1,500

Lump-sum longevity payments shall be considered a part of the salary schedule (PERSable).

Any regular, full-time employee who otherwise qualifies for longevity payments under this section and who is voluntarily separated from Casitas' services prior to the date upon which their next lump-sum longevity payment is due shall, upon the recommendation of the General Manager, with approval of the Board of Directors, receive a prorated lump-sum payment equivalent to the product of the number of days since payment of the preceding longevity payment times the amount of the next succeeding longevity payment divided by 365.

ARTICLE 9 OVERTIME

Overtime work is any of the following conditions:

1. Paid time in excess of eight hours in any one work day.
2. Work performed on a District Holiday.

The overtime rate will be compensated at time and one half and shall include longevity, shift differential and stand-by pay if applicable.

ARTICLE 10 STANDBY TIME

- A. Part of the duties of each employee may include being available for call-out. The period during which an employee is assigned, by their supervisor, to be available for such call-outs is designated as Standby Time.
- B. An employee on Standby Time must (1) be ready to respond immediately to a call for service, (2) be readily available at all hours by telephone or other agreed upon communication equipment, and (3) refrain from activities which might impair their assigned duties upon call. The parties agree that an employee shall make a reasonable effort to arrive at District headquarters within forty-five (45) minutes from receiving a call-out.
- C. Standby Time covers all of the hours daily, which are not part of the regularly scheduled workday for the facility or function to which the employee is assigned standby.
- D. Employees available for call-out while on Standby will be compensated at the rate of \$3.00 per hour for all hours except those hours compensated as work hours, vacation and sick leave.

ARTICLE 11 EMERGENCY CALL-OUT

- A. Emergency call-out is defined as unscheduled work required by management of an employee who, following completion of the employee's workday or workweek and departure from the employee's work site, is ordered back to duty to perform necessary work.
- B. Employees who are called back shall receive a minimum of two (2) hours at time and one-half. All hours worked as part of a call-out shall be paid at time and one-half the employee's straight time rate.
- C. Work that immediately precedes or follows the regularly assigned duty-shift will be considered as an extension of the workday, and compensation will be at the regular rate unless the employee has worked 8 hours that day. A scheduled return to work with prior notice to the employee does not qualify as a call-out under this section.
- D. An employee who is required to work beyond their regular shift or is called out after going home and actually works for at least eight (8) hours as a result of such call out, shall be eligible for rest and recovery time. An eligible employee may request rest and recovery for up to four (4) hours paid at the straight time hourly rate for any regularly scheduled hours not worked as a result of the rest and recovery that day. Rest and recovery time shall be scheduled by both the employee and their supervisor.

At the employee's option, and with approval of supervisor, employees may elect to stay on the job and use rest and recovery at the end of the shift to complete the remainder of their regular work shift or combine vacation or sick leave time with the rest and recovery period in order to complete their regularly scheduled shift.

ARTICLE 12 WORK HOURS

The employee's regular work week shall be forty (40) hours, and normal work hours shall occur from 8:00am to 4:30pm Monday through Friday with a regularly scheduled ½ hour lunch period. A workweek consists of the consecutive 7-day period beginning at 00:01 hours on Sunday and ending at 24:00 hours on the following Saturday.

The parties recognize that the district has the authority to designate alternate work hours or schedules on a case by case basis. Alternate work hours or schedules may be approved for employees in those departments where it will not adversely impact operational requirements or customer service needs. Such schedule changes shall be authorized by the department manager and approved by the General Manager. In the event an employees' work schedule is changed, written notice will be provided at least

ten (10) working days or fourteen (14) calendar days prior to the date the schedule becomes effective, unless a modified notice period is mutually agreed to.

Work schedules commencing prior to 5:30 a.m. or ending after 7:00 p.m. shall entitle the regular, full-time employee to receive extra compensation at the rate of 5 percent of base pay, for hours actually worked including sick leave usage during a shift.

ARTICLE 13 REST BREAKS

- A. Employees shall be allowed two (2) ten (10) minute rest breaks per eight (8) hour shift. One break must be during the hour following the second (2nd) hour of their shift and one (1) during the hour following the sixth (6th) hour of their shift. However, in instances where emergencies occur or exist during any rest break interval, the District may alter the rest break as required by the severity of the emergency. Also, the District may alter the times of the rest break period when necessary to assure efficient operation and/or provide satisfactory customer service.
- B. Rest breaks are not to be combined with the half hour lunch break and are not intended to be used to shorten the work day.
- C. Rest breaks are to be taken at the job site location **when possible**. Employees are not permitted to use District transportation vehicles to travel to other areas for the rest period.

ARTICLE 14 MEAL ALLOWANCE

- A. Meal time during "regular working hours" or "regular tour of duty" is taken after the first 4 hours of work. Employee will furnish their own meal and will take time off to eat it.
- B. An employee on certain occasions of work will be provided a meal by Casitas or the reasonable price paid for a meal by an employee up to \$17.00 will be reimbursed by Casitas. In the event a meal is not provided or purchased, Casitas will reimburse the employee \$17.00 as a meal allowance in lieu of the meal. Meal time will be paid at Casitas' expense under certain working conditions.
- C. Casitas will provide or reimburse the employee for meals under the following work conditions:
 - a. Meal will be allowed if employee works two hours or more beyond regular work hours, and at four hour intervals thereafter.
 - b. If an employee is called back to work less than one hour after their regular work shift, employee shall be allowed a meal unless they are released from work not more than two hours after nominal quitting time.
 - c. Meal will be allowed if an employee is required to perform work two hours or

more before regular work hours and the work continues into the regular scheduled working hours. The regular practice relating to meal time during regular scheduled work hours shall prevail.

- d. When an employee is called from home to perform work outside their regular working hours and they have been given at least three hours prior notice, employee shall observe the meal arrangements which prevail on the employee's regular tour of duty. However, if employee has not been given at least three hours prior notice, employee shall observe the same meal arrangement with the first meal being at Casitas' expense.
- D. Working conditions, length of work, etc., shall determine whether or not Casitas will pay the employee during the period of the meal. The following general rules will be used in making the determination:
- a. Work must continue beyond the period in which meal was earned for employees to be paid for meal time (1/2 hour O.T.). However, employee will be paid a meal allowance of \$17.00.
 - b. When time is not made available, the meal and meal time have been earned, 1/2 hour will be added to the work period for each meal.
 - c. Available time to eat a meal is the determination of the supervisor. It is not a necessity for the employee to leave site of work if employee is otherwise completely free from their duties during the meal period.
- E. When reference is made to "four hour intervals," time is computed from the end of each meal period or from the beginning of work period upon call out.

ARTICLE 15 HEALTH AND WELFARE

- A. Effective January 1, 2026, 2027, and 2028 the District's maximum contribution to Health Insurance premiums, shall be the employee and all applicable dependent family at a coverage of the least expensive premiums for each level of ACWA/JPIA's Anthem HMO or Anthem Classic PPO plans.

It is agreed and understood that Kaiser will be offered but will not be used to determine the baseline maximum payment.

Additional Premium costs will be paid by the employee through Payroll deduction.

- B. During the term of this agreement, the district shall pay up to and including the full premium for family Dental, family Vision, and employee Life Insurance.
- C. Unless there is a written agreement to do otherwise, the District's dollar contribution shall remain at the amount in effect in December, 2025.

D. Retiree medical, dental and vision.

1. Employees hired prior to 1993 shall be grandfathered with fully paid medical, dental and vision the same as currently retired employees.

a. Eligibility requires employee to be greater than age 50 and be eligible for PERS retirement from Casitas.

2. Employees hired after 1993 shall receive the same district contribution as active employees towards health, dental and vision insurance premiums.

a. District's medical plan shall be secondary to Medicare for employees who qualify for Medicare.

b. Eligibility for retiree medical is age 60 with 20 years of service and eligibility for PERS retirement from Casitas.

3. Employees hired after November 1, 2011 shall receive the district contribution towards employee only premiums for medical insurance at the least expensive of the ACWA California Care or Prudent Buyer Classic plans.

a. District's medical plan shall be secondary to Medicare for employees who qualify for Medicare.

b. Eligibility for retiree medical is age 60 with 20 years of service and eligible for PERS retirement from Casitas.

E. The parties agree that Casitas retains the exclusive right to make changes necessary to administer the health insurance plan, and SEIU Local 721 specifically waives any rights it may have to meet and confer with respect to the decision or impact of changes that are imposed on Casitas by ACWA. Such changes may include, but are not limited to Administrative decisions and requirements that are made by ACWA such as the addition or deletion of plans, plan benefits, and/or increases or decreases in benefit rates.

ARTICLE 16 LIFE INSURANCE

The District will provide unit employees with a life insurance policy equal to one times their annual base salary with a \$150,000 maximum.

ARTICLE 17 RETIREMENT

A. The District contracts with CalPERS to provide retirement benefits to employees in the unit. Employees, who are described as "classic employees" under the Public Employees' Retirement Law, receive the 2% at 60-benefit formula. For "classic

employees" as defined by the Public Employees' Pension Reform Act of 2013, final compensation is the monthly average of the member's highest 12 consecutive months' of full time equivalent monthly pay (no matter which CalPERS employer paid this compensation). The benefit is affected by the member's age at retirement.

- B. Unit members hired on or after January 1, 2013 who are new "members" as defined in the Public Employees' Pension Reform Act of 2013 (PEPRA), are provided the following retirement benefits: 2% @ 62 benefit formula with a three year (36 month) final compensation period. Employees may designate the highest 36 month period. Employees will pay one-half of the total normal cost rate as determined by CalPERS.
- C. Effective on the first day of the pay period on or after January 1, 2017, "classic" Cal PERS members shall pay three and one half percent (3.5%) of pensionable compensation towards the required employee contribution to CalPERS. The employee contribution, as determined by CalPERS is presently set at seven percent (7%) of pensionable compensation. The district shall pay the remaining three and one half percent (3.5%) of the required employee contribution and shall report to CalPERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions. Employees shall pay their share of the employee contribution by pre-tax payroll deduction pursuant to Section 414(h)(2) of the Internal Revenue Code.
- D. Effective on the first day of the pay period on or after January 1, 2018, "classic" CalPERS members shall pay an additional three and one half percent (3.5%) of pensionable compensation towards the required employee contribution to CalPERS, for a total of seven percent (7%) in employee contribution by pre-tax payroll deduction pursuant to Section 414(h)(2) of the Internal Revenue Code. Following this date, no portion of the employee contribution shall be paid by the district; since the classic employees will be paying the entire employee/ member contribution, the district will no longer report member contribution as compensation earnable to CalPERS pursuant to California Government Code section 20636(c)(4).

ARTICLE 18 VACATION

- A. Each employee, except temporary, hourly employees, shall be entitled to vacation for each calendar month of full-time service provided that regular, hourly employees shall earn proportionate vacation benefits based upon accumulated hours worked which are equivalent to one full month of regular, full-time service. Vacation time shall be accrued as follows:
 - 1. For the first three years of service, 8 hours credit each month, 12 days.
 - 2. From 4 to 5 years of service, 8.67 hours credit each month, 13 days.
 - 3. For the 6th to 12th years of service, 12 hours credit each month, 18 days.
 - 4. For the 13th to 16th years of service, 12.67 hours credit each month, 19 days.
 - 5. For the 17th to 20th years of service, 13.33 hours credit each month, 20 days.
 - 6. For the 21st and 22nd years of service, 14 hours of credit each month, 21 days.
 - 7. For the 23rd and 24th years of service, 14.67 hours of credit each month, 22 days.

8. For the 25th year of service and each succeeding year of service 15.33 hours of credit each month, 23 days.
- B. Unused vacation credit shall be accumulated and carried forward from month to month. If at the end of any calendar year an employee's vacation account has an excess of 450 hours, the employee's vacation accrual will stop until the vacation balance is reduced below 450 hours.
- C. Employees who have taken 80 hours of vacation in a calendar year may redeem for cash up to 80 hours of unused vacation. In the event an employee has not taken 80 hours of vacation but wishes to redeem for cash up to 80 hours of unused vacation in the calendar year, the employee may do so by scheduling and taking sufficient vacation time so that the total vacation taken for the calendar year equals or exceeds 80 hours. The redemption for cash up to 80 hours may be paid one day in advance of the employee taking the scheduled vacation time.
- D. The time when vacations may be taken shall be approved in advance by the immediate Supervisor. Consideration shall be given to seniority, and other factors in establishing the vacation schedule.
- E. Upon termination of employment, employees who have attained regular status shall be entitled to cash payment in lieu of vacation for all unused vacation credit. Said cash payment shall be computed by multiplying the hourly rate by the number of hours of unused vacation credit.

ARTICLE 19 SICK LEA VE

- A. Each employee (except temporary hourly employees) shall be allowed eight (8) hours of sick leave with pay for each month of full-time service, provided that those employed in regular, hourly positions are entitled to proportionate sick leave credits based upon accumulated hours worked which are equivalent to one full month of regular, full-time service. A new regular, full-time employee shall receive their first eight hours of sick leave credit upon the last day of the month during which one full month of service is completed.
- B. Sick Leave Advance: Employees with more than one year's continuous service may, upon approval of the General Manager, receive an advance on prospective accumulation of sick leave credit of not to exceed 96 hours.
- C. Unused sick leave credit shall be accumulated and carried forward from month to month. Such accumulations may accrue to the sick leave account of the employee until a maximum permissible accumulation of 2,400 hours sick leave credit is reached. Thereafter, credits shall be made only to the extent necessary to restore, at the prescribed rate, a maximum credit of 2,400 hours.

- D. Any employee who is absent due to illness may be required to file a written statement showing the reason for absence. Should the absence due to illness or disability extend beyond three consecutive work days, the employee may be required to file a clearance statement from their physician. If an employee is required to be absent from work due to exposure to a contagious disease and has been under quarantine, a clearance statement from a physician shall be filed upon returning to work.
- E. Any employee absent from work on sick leave shall notify their supervisor on the first day of such leave and as often thereafter as directed by their supervisor. They shall also report such sick leave usage on forms prescribed by the General Manager upon returning to work.
- F. An employee may be absent on sick leave due to death, illness, or injury in the immediate family of that employee up to a maximum of five days; provided that in the case of illness or injury, a husband, wife, brother, sister of an employee must reside within the home or within the same place of residence of the employee. A parent, parent of a spouse, or child need not reside with employee.
- G. Any regular, full-time employee who has completed eight or more years of satisfactory continuous service and who is voluntarily separated from Casitas service shall, upon approval of the General Manager, be compensated for one-half of the then current number of hours of sick leave accumulated at their hourly rate then currently in effect.
- H. Doctor and Dentist Appointments: Employees shall provide the District with at least three (3) days advance notice of the necessity to be absent from work because of a medical/dental appointment. Should an emergency arise necessitating a doctor's or dentist's visit on shorter notice, the District shall allow employees to take that time off. Consistent use of the emergency clause shall be considered a violation of this section.
- I. Should an employee's Sick Leave hours be exhausted due to a prolonged illness or injury, an employee's Vacation hours may be used to supplement their income during this absence.

ARTICLE 20 CATASTROPHIC SICK LEAVE DONATION

- A. Purpose: For the purposes of implementing this program, "Catastrophic Condition" shall mean any significant personal or family tragedy such as life-threatening illness or severe non-industrial injury of long duration which requires an employee to need personal time off beyond the amount of leave time they have accrued. SEIU unit employees may donate sick leave to another employee who has suffered a catastrophic condition; such donation of leave credit shall be on a voluntary basis. Maternity leave or elective surgery, absent significant unplanned

complications preventing the employee's return to work, is not considered catastrophic.

B. Definitions: For the purposes of implementing the Catastrophic Leave Donation Program, the following definitions apply:

1. "Personal tragedy" shall mean employees own life-threatening illness or severe nonindustrial injury of an extended period of time.
2. "Family tragedy" shall mean life-threatening illness or unplanned medical emergency involving the employee's immediate family member, i.e., spouse, child or parent.
3. "Child" shall mean a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing "in loco parentis" (who has parents' rights) who is either under the age of 18 or an adult dependent child.
4. "Parent" shall mean biological, parent, stepparent, legal guardian or person having stood "in loco parentis" (who has parents' rights) to employee.

C. Eligibility For Recipients: In order to be declared eligible to receive catastrophic sick leave, an employee must meet the following conditions:

1. Has exhausted all their **sick and vacation** leave and is unable to return to duty due to the catastrophic illness or injury.
2. The employee or employee's immediate family member must have sustained a life-threatening illness or severe non industrial injury.
3. The employee or their designee has provided medical justification as evidenced by a physician's statement as to the severity and protracted nature of the employee's condition.
4. In the case of the employee's immediate family member, the employee has provided medical justification as evidenced by physician's statement that the presence of the employee is necessary.
5. The donation is on an as needed basis and in no event shall the recipient employee receive more than 480 hours in any 12-month period. The purpose in establishing a donation cap is to limit the donations to a reasonable level rather than allow donations to exceed

the need. Under no circumstances shall the total sum of compensation including disability payments, donated catastrophic leave, and so on exceed the employee's rate of pay prior to the catastrophe. If necessary the program shall be coordinated with the Family Medical Leave ACT (FMLA) and is not a replacement of FMLA.

- D. Eligibility For Donors: In order for an employee to be eligible to donate sick leave for "Catastrophic Conditions", the following criteria must be met:
1. The hours of sick leave shall be voluntarily donated from unit members who have at least 300 hours of sick leave on the books and who will have no less than 200 hours of sick leave remaining following the donation.
 2. The minimum contribution of sick leave shall be 8 hours.
 3. A designated Catastrophic Leave Donation Form must be filled out and submitted in order to request a transfer of specified accrued sick leave time.
- E. Policy and Procedures: The following policies and procedures will be used for the implementation of Catastrophic sick leave:
1. SEIU 721 will establish a Catastrophic Leave Committee comprised of three (3) unit representatives including a Chairperson whose purpose shall be to review and make decisions concerning requests for donation of accrued sick leave credits.
 2. Unit employees requesting donated leave credit shall submit an appropriate leave request form to the Catastrophic Leave Committee and demonstrate eligibility per section C of this article. Verification of eligibility may include, but is not limited to the following; doctor statements, payroll verification of exhausted leave, and appropriate relationship verification (birth certificate, marriage certificates, etc.)
 3. Upon review and approval from the Catastrophic Leave Committee, a notification will be made to unit members regarding the need of the recipient. Interested donors shall complete a Catastrophic Leave Donation Form and submit to the Committee. The committee in turn will verify the donors' eligibility.
 4. Completed Catastrophic Leave Donation Forms will be submitted to the district Human Resources department. The district shall verify that the donor has sufficient accrued leave time to make the donation, and then process the approved request to the recipients

sick leave balance. The names of the individuals making donations and the number of hours donated shall be kept confidential.

F. Disclaimer:

1. Casitas shall not have any grievance filed against it with regard to this policy.
2. Casitas makes no representation or guarantees to either the donor or recipient with regard to the tax status of donations made pursuant to this program. Employees participating in this program, whether as a donor or as a recipient, are encouraged to consult with a tax advisor regarding potential State and/or Federal tax implications.
3. District tentatively agrees to continue trial period for duration of successor MOU only, at which expiration the Catastrophic Sick Leave Donation will automatically expire and will cease to exist. However, employees represented by SEIU 721 may resubmit this program for future consideration as a proposal in any next contract negotiations.

ARTICLE 21 LEAVES

A. **Bereavement Leave**

Immediate Family. For purposes of determining Bereavement Leave, the term “immediate family” is defined as the father, mother, mother in law, father in law, daughter in law, son in law, grandparent in law, step father, step mother, spouse or registered domestic partner, children, brother, sister, step-sibling, grandparent, or grandchild of the employee.

1. Leave. Upon the death of an immediate family member, an employee may use up to three (3) work shifts of paid Bereavement Leave not chargeable to any other leave and an additional two (2) work shifts of any other accrued leave or of unpaid leave for a total of five (5) work shifts.
2. Other Terms and Conditions of Use. Bereavement Leave must be completed within three (3) months of the immediate family member’s death and may be intermittent leave and is not required to be used in consecutive amounts. Intermittent leave shall equate to the number of equivalent hours as constitute the employee’s normal work shifts as of the date Bereavement Leave is first requested. Employees are required to provide documentation to the District of the immediate family member’s death within thirty (30) days of the first day of use of Bereavement Leave. “Documentation” includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The District shall maintain the

confidentiality of any employee requesting leave under this section. Any documentation provided to the District regarding this leave shall be maintained as confidential and shall not be disclosed except to internal personnel or counsel, as necessary or as required by law.

B. Reproductive Loss Leave

Employees, who have been employed by the District for at least thirty (30) days, may take up to five (5) work days of reproductive loss leave following a reproductive loss event. Employees who experience more than one reproductive loss event within a twelve (12) month period may take up to five (5) work days off for each reproductive loss up to a maximum of twenty (20) work days of reproductive loss leave within a twelve (12) month period. Employees may take the leave following their own reproductive loss event or that of another person, if the employee would have been the parent of the child born or adopted.

Definitions

A reproductive loss event is any of the following:

1. Miscarriage;
2. Stillbirth;
3. Failed adoption – for example, if a birth mother or legal guardian breaches or dissolves an adoption agreement, or if an adoption is not finalized for another reason;
4. Failed surrogacy – for example, if a surrogate breaches or dissolves a surrogacy agreement, or if an embryo transfer fails; or
5. Unsuccessful assisted reproduction – for example, a failed intrauterine insemination or embryo transfer.

Other Terms and Conditions

Employees may take the leave on consecutive work days, or can elect to use the leave on non-consecutive work days. The leave must be completed within three (3) months of the reproductive loss event. However, if prior to or immediately after a reproductive loss event, the employee is on or chooses to go on Pregnancy Disability Leave, leave under the California Family Rights Act, and/or any other leave entitlement under state or federal law, the employee must complete the Reproductive Loss Leave within three (3) months of the end date of the other leave.

Employees must provide reasonable advance notice of the need for the leave to their supervisor, unless advance notice is not feasible. If advance notice is not feasible, the employees should notify their supervisor as soon as possible of the need for the leave. The District may require documentation of the qualifying reproductive loss event.

The employee may elect to use accrued, available sick and/or vacation leave for the reproductive loss leave; otherwise the leave is unpaid.

B. Leave for Crime Victims

Employees who are a victim of certain crimes or who have certain relationships with the victim of certain crimes may take time off work under the following circumstances:

1. Type 1 Crime
 - (a) The crime must be a violent or serious felony as defined by law, or a felony provision of law proscribing theft or embezzlement;
 - (b) The employee must be the victim of the crime, or the employee must be an immediate family member, a registered domestic partner, or a child of a registered domestic partner who is the victim of the crime; and
 - (c) The absence from work must be in order to attend judicial proceedings related to the crime.

An immediate family member is defined under Bereavement leave. A registered domestic partner means a domestic partner who is registered in accordance with California state law.

2. Type 2 Crime
 - (a) The employee, or the employee's spouse, parent, child, sibling or guardian must be a victim of any of the following offenses as defined by the Penal Code and/or Vehicle Code and identified in California Labor Code section 230.5. "Victim" is defined as suffering direct or threatened physical, psychological, or financial harm as a result of the following offenses.
 - (1) vehicular manslaughter while intoxicated
 - (2) felony child abuse likely to produce great bodily harm or death
 - (3) assault resulting in the death of a child under eight years of age
 - (4) felony domestic violence
 - (5) felony physical abuse of an elder or dependent adult
 - (6) felony stalking
 - (7) Solicitation for murder
 - (8) Serious felony
 - (9) Hit-and-run causing death or injury
 - (10) Felony driving under the influence causing injury
 - (11) Sexual assault
 - (b) The employee requests time off work to appear in court to be heard at any proceeding (including any delinquency proceeding) involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which the right of the victim (the employee, or the employee's spouse, parent, child, sibling, or guardian) is at issue.

Notice of the Need for the Time Off /Leave

The employee must notify their supervisor of the need for the time off work at least ten (10) work days in advance of the date on which employee intends to take time off work

to attend the judicial proceeding. If ten (10) work days advance notice is not reasonably possible, employee should notify their supervisor as soon as reasonably possible in advance of the absence. The employee's notice to the supervisor should include the documentation/certifications described below if possible. If advance notice of the absence is not feasible, the employee must provide to their supervisor the documentation/certification below within a reasonable period of time after the employee's absence from work.

For time off for a Type 1 Crime, the employee must provide to their supervisor documentation of the scheduled court proceeding either before taking the time off work or within a reasonable time after the absence from work. Such documentation is typically a notice given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office, or a victim/witness office.

For time off for a Type 2 Crime, the employee must provide to their supervisor appropriate certification either before taking time off work, or within a reasonable time after the absence from work. Appropriate certification may include: (a) a police report indicating that the employee was a victim of the a crime that falls within the Type 2 Crime definition above; (b) a court order protecting or separating the employee from the perpetrator of the offense or other evidence from the court or prosecuting attorney that employee has appeared in court; or (c) documentation from a medical professional, domestic violence advocate, advocate for victims of sexual assault, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from a Type 2 Crime.

Use of Accrued, Available Paid Leave

When an employee takes time off/leave for a qualifying reason, the employee must use accrued available sick or vacation leave to cover the time absent from work; otherwise the time off/leave will be unpaid.

D. Leave for Victims of Domestic Violence, Sexual Assault, Stalking or Certain Crimes

Employees who are victims of domestic violence, sexual assault, and/or stalking, or a crime that caused physical injury, or caused a mental injury and threat of physical injury, and employees whose immediate family member is deceased as a direct result of a crime are eligible for time off work for the following purposes:

1. To seek medical attention for the injuries caused by the crime or abuse;
2. To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse;
3. To obtain psychological counseling related to an experience of crime or abuse;
4. To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation; and
5. To obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order or other injunctive relief, to help ensure the health, safety or welfare of the employee or their child.

For purposes of this section, the term “crime” is defined, as set forth in Section 13951 of the California Government Code, to mean a crime or public offense that would constitute a misdemeanor or a felony and regardless of whether any person is arrested for, prosecuted for, or convicted of committing the crime.

Notice of the Need for the Time Off/Leave

An employee needing the time off work for any of the above purposes shall notify Human Resources as soon as reasonably possible in advance of the employee’s intention to take the time off from work, unless advance notice is not feasible. When the employee does not provide advance notice of the intent to take the time off from work, the employee must provide, within a reasonable period of time after the absence, a certification to Human Resources. The certification may be:

1. A police report indicating that the employee was a victim;
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse;
3. Evidence of the employee’s court appearance;
4. Documentation from a licensed medical professional, domestic violence/sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting from the crime or abuse; or
5. Other reasonable evidence that reasonably verifies a crime or abuse occurred, or that the absence was for a qualifying reason.

Use of Accrued, Available Paid Leave

When an employee takes time off/leave for a qualifying reason, the employee must use accrued available sick or vacation leave to cover the time absent from work; otherwise the time off/leave will be unpaid. Nothing in this section creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is permitted by, the federal Family and Medical Leave Act (29 U.S.C. sect. 2601, et seq.).

E. Time Off/Leave for School Activities

Employees, who are a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children in kindergarten, or grades 1 through 12, or attending a licensed child care provider/facility, are eligible to use up to forty (40) hours of time off work each year for qualifying school/licensed child care provider activities (described below) and subject to the conditions below. Any unused time does not roll over to the following year.

1. Qualifying School/Licensed Child Care Provider Activities

An eligible employee may take time off work for the following reasons:

- (a) to find, enroll, or re-enroll his/her child in a school or with a licensed child care provider;
- (b) to participate in activities of his/her child’s school or licensed child care

- provider; and/or
- (c) to address a school or childcare provider emergency which means that the employee's child cannot remain in a school or with a child care provider due to:
- (1) the child's behavioral or discipline problems;
 - (2) the closure or unexpected unavailability of the school or child care provider (excluding planned holidays); or
 - (3) a natural disaster, including but not limited to, fire, earthquake, or flood.

An employee cannot use more than eight (8) hours of time off in any calendar month (out of the forty (40) hours available each year) for the reasons in paragraphs 1(a) and/or (b).

If more than one eligible employee seeks planned time off work for the same child/children and qualifying school/licensed child care provider activity, and the employees work at the same worksite, the first employee at that worksite to request the time off will receive the time off. After the DISTRICT makes the determination concerning who made the request first, the other employee(s) at the same worksite will only receive the time off if it is approved subsequently by their supervisor.

2. Notice of the Need for the Time Off Work/Absence

For time off work for school/licensed child care provider activities under paragraphs 1(a) and/or (b) above, an employee must provide notice to their supervisor of the need for time off work at least 10 work days in advance of the need for the time off. When 10 work days advance notice is not reasonably possible, the employee must notify their supervisor of the need for the time off as soon as reasonably possible in advance of the time off.

When the time off work is for an emergency, as defined in paragraph 1(c) above, the employee must notify their supervisor as soon as possible before taking the time off work, if reasonably feasible. If such notice before taking the time off work is not reasonably feasible, the employee must provide the notice to the supervisor as soon as reasonably possible thereafter.

Upon the District's request, employees must provide to the District written verification from the school or licensed child care provider that the employee engaged in a qualifying school/licensed child care provider activity on a particular date and time.

3. Use of Accrued, Available Paid Leave to Cover the Time Off Work/Absence

When an employee takes time off work for a planned absence for an above qualifying reason, the employee must use accrued, available sick or vacation leave to cover the time off work, and any remaining amount of time off not covered by the accrued, available sick or vacation leave shall be unpaid. For an unplanned time off work/absence due to an emergency as defined above, the employee can elect to use accrued, available sick or vacation leave in order to receive pay for all or part of the time off work. Otherwise, any time off work not

covered by sick or vacation leave shall be unpaid.

Employees who are a parent or guardian of a child suspended from school may take time off to comply with the school's request, under California Education Code section 48900.1, that the employee attend the child's school. Prior to taking the time off for this purpose, the employee shall notify their supervisor as soon as reasonably possible, and, if feasible, at least ten (10) work days before the date of the school attendance date, and provide to the employee's supervisor a copy of the school's request. The employee's time off from work will be unpaid, unless the employee elects to use accrued, available sick or vacation leave for the work absence.

ARTICLE 22 JURY DUTY

- A. A full-time, regular employee will be paid their regular salary for up to eighty (80) hours as a juror. Any employee seated on a jury panel that will last longer than eighty (80) hours, may use their Vacation hours to replace any lost wages and keep themselves whole until the completion of their duties as a juror.
- B. An attendance record from the courts on time spent on jury duty shall be submitted to the District's Payroll Clerk.
- C. If applicable, employees are required to pay Casitas an amount equal to the total compensation received from the County, State or Federal Governments with regards to the aforementioned eighty (80) hours. The employee shall retain any other compensation including mileage.

ARTICLE 23 HOLIDAYS

- A. Paid holidays shall be authorized only for regular, full-time employees. To be entitled to pay for such holidays, an employee must be entitled to pay for both the scheduled working days before and after such paid holidays.
- B. Regularly scheduled holidays include New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. In the event one of the above-named holidays falls on Saturday, the preceding Friday shall be considered as the holiday, and in the event one of the holidays falls on Sunday, the Monday following shall be considered as the holiday. Non-exempt employees who may be required to work on any of the above holidays shall receive compensation for such time at the overtime rate in addition to their holiday pay.
- C. In addition to the above holidays, all regular, full-time employees shall be entitled to three additional holidays each year as follows:

1. Recreation Unit: It shall be Easter and the working day before or after Christmas.
 2. One eight hour floating holiday provided on the first payroll of the calendar year and must be used in the same calendar year or it will be forfeited. Unused floated holiday has no value upon employee separation.
- D. For those employees whose regularly schedule work hours are other than the regular Monday through Friday work week, and who are required to work the actual holiday, compensation for such time worked will be at the overtime rate. Additionally, these employees will be given either the time off or receive holiday pay for the holiday within the following week, as determined by the supervisor to fulfill the needs of the section in the best interest of Casitas. In the event that the holiday falls on an employee's regular day off, equal time off or holiday pay will be given.

ARTICLE 24 SAFETY EQUIPMENT

- A. Safety Shoes: The District will pay a stipend of \$230 once per year to employees required to wear safety shoes. The District's Safety Officer shall designate the appropriate unit employees required to wear safety shoes. If authorized, an employee may receive an additional \$230 towards the purchase of a second pair of safety shoes. It is expected that the employees shall maintain the safety shoes with due care.

Safety shoes are required to meet the following criteria and must be worn at all times when in the field:

- Approved safety footwear
- High Top style
- Puncture-resistant
- For E & M Staff the shoes must be EH rated.

- B. Safety Glasses: All District employees who engage in or are exposed to eye hazard operations are eligible to obtain prescription safety glasses or non-prescription safety glasses provided by the District in accordance with the District's current Eye Protection Program.

*ARTICLE 25 PEACE OFFICERS RESEARCH ASSOCIATION OF CALIFORNIA
LEGAL DEFENSE FUND COVERAGE*

Casitas Municipal Water District shall provide supplemental PORAC coverage and any associated fees for all Park Rangers employed under the Recreation Unit.

ARTICLE 26 LAYOFFS

Layoff shall mean the separation of an employee because of lack of work or lack of funds. In making layoffs of regular, full-time employees, consideration shall be given within departmental classifications to seniority, merit, and fitness in that order. An employee who has attained regular status prior to any layoff shall be entitled to re-employment with any sick leave benefits which may have accrued prior to said layoff if the position formerly held is reinstated within a period of one year. Notice of such reemployment shall be given by certified mail to the last known address, and failure to respond within 10 days shall result in forfeiture of the position.

ARTICLE 27 DISCIPLINE

Disciplinary measures may include, but not be limited to:

1. An oral warning
2. A written warning
3. Suspension
4. Dismissal

If the number or severity of violations requires, in the opinion of the employer, disciplinary measures may be implemented at any step up to and including dismissal without a requirement to implement the steps in order. The District has the right to discipline employees for just cause.

Step One: Oral Warning

When a violation occurs, the employee is formally warned and the conversation is documented for future reference.

Step Two: Written Warning

If the employee continues to break the rule(s), he/she is given a written warning citing the infraction(s) and the corrective action to be taken. One copy of this warning goes to the employee; the other is put into their personnel file.

Step Three: Suspension

If the need for a suspension occurs, based on past warnings, severity or other reasons, the General Manager may suspend the employee.

Step Four: Dismissal

Termination of an employee, should that become necessary, shall be done by the General Manager.

ARTICLE 28 PEACEFUL PERFORMANCE OF DISTRICT SERVICES

- A. The parties recognize and acknowledge that many of the services performed by the employees covered by this MOU are essential to the public health, safety, and

general welfare of the residents within the District service area.

- B. Consequently during the term of this agreement, Union agrees that, under no circumstances will it recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, slow-down, or picketing (hereinafter collectively referred to as work stoppage), in any office, or facility of the District, not to curtail any work or restrict any production, or interference with any operation of the District.
- C. In the event of any such work-stoppage by any member of the unit, the District shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage, until said work stoppage has ceased.
- D. In the event of any such work-stoppage during the term of this MOU, whether by, Union or by any member of the bargaining unit, Union, by its officers, shall immediately declare in writing and publicize that such work-stoppage is contrary to the Agreement and unauthorized and further direct its members in writing to cease the said conduct and to resume work. Copies of such written notice shall be served upon the District.
- E. If in the event of a work-stoppage, Union promptly and in good faith performs the obligations of this Article, and, providing, Union has not otherwise authorized, permitted or encouraged such work-stoppage, Union shall not be liable for any damages caused by the violation of this Article.
- F. However, the District shall have the right to discipline, including discharge any employee who instigates, participates in, or gives leadership to, any work-stoppage activity as per B above, and the District shall also have the right to seek full legal redress.

ARTICLE 29 GRIEVANCE PROCEDURE

A grievance is any dispute concerning the interpretation or application of this Memorandum of Understanding.

INFORMAL LEVEL: Within 7 calendar days of the occurrence giving rise to the grievance the employee shall discuss the grievance with their immediate supervisor or Department Manager if they are the immediate supervisor. If not resolved at this level then the employee may submit within 7 calendar days their formal grievance in writing, with desired resolution to their Department Head.

GENERAL MANAGER: The General Manager should discuss the grievance with the employee. The General Manager shall render a decision in writing to the employee within 14 calendar days after receiving the grievance. The decision of the General Manager shall be final.

ARTICLE 30 TERM

The provisions of this agreement shall be from July 1, 2025 through June 30, 2028.

ARTICLE 31 RENEGOTIATIONS

If either party hereto wishes to negotiate the provisions of a successor Agreement, such party shall, serve upon the other during the month of September prior to the expiration of this agreement its written request to commence negotiations.

ARTICLE 32 SAVINGS CLAUSE

In the event that the implementation of any article or section 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. The District and SEIU Local 721 shall meet and confer as soon as practicable for the purpose of endeavoring to agree upon replacement for such article(s) or section(s).

Adopted this xx day of April, 2026.

CASITAS MUNICIPAL WATER DISTRICT

Michael Flood, General Manager

Diana Impeartrice, Human Resources Manager

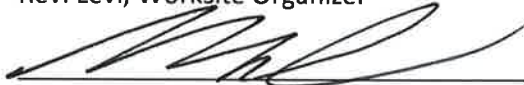
Colin J. Tanner, Special Labor Counsel

**SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721**



Carson V. Acosta, Tri-Counties Regional Director

Revi Levi, Worksite Organizer



Mitch Abel, Bargaining Unit Member



RJ Faddis

*MEMORANDUM OF
UNDERSTANDING*

between

*CASITAS MUNICIPAL WATER
DISTRICT*

and

*SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 721 REPRESENTING SUPERVISORY &
PROFESSIONAL UNIT EMPLOYEES*

July 1, 2025 to June 30, 2028

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ARTICLE 1 RECOGNITION

“Casitas Municipal Water District (“District”) continues to formally recognize SEIU Local 721 (“Union”) as the sole and exclusive representative of District employees in the Supervisory & Professional Unit (“Unit”).”

The term "employee(s)" as used herein shall refer only to employees employed by the District in said Unit as listed in Appendix A to this Memorandum of Understanding (“MOU”).

ARTICLE 2 DISTRICT RIGHTS

The exclusive rights of the District include, but are not limited to, the exclusive right to determine the mission of its constituent departments and Board of Directors; determine merits, necessity, and level of any activity or service; determine the procedures and standards of selection for employment or promotion; directs its employees; take disciplinary action; relieve its employees from duty because of lack of work or for other legitimate and/or lawful reasons; maintain the efficiency of governmental operations; determine the methods, means, and personnel by which government operations are to be conducted; determine the content of job classifications; take all necessary actions to carry out its mission in emergencies; subcontract work; maintain the efficiency of governmental operations; set standards of service and exercise complete control and discretion over its organization and the technology of performing its work. Nothing shall be construed to restrict any legal or inherent exclusive District rights with respect to matters of general legislative or managerial policy with respect to the above rights. Sub-contract work has been undertaken by the District in the past. The District will not lay off existing employees in the present or the future due to sub- contracts. Provided, however, that the exercise and retention of such rights does not preclude employees or their representatives from conferring or raising grievances over the practical consequences that decisions on these matters may have on wages, hours, and other terms and conditions of employment.

ARTICLE 3 EMPLOYEE AND UNION RIGHTS

- A. Employees of the District shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment.

Employees of the District also shall have the right to refuse to join or participate in the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced, or discriminated against by the District or by any employee organization because of their exercise of these rights.

B. Union Stewards

1. Pursuant to Government Code section 3505.3, the District shall release without loss of pay Union members designated as Shop Stewards to investigate grievance of employees, negotiate contracts, provide Union information to newly hired District employees, to participate in disciplinary interviews, and to attend Union trainings Stewards must give notice to their Supervisor or Manager prior to leaving their work area for any union related business. Clearance for Steward related activity shall not be unreasonably denied.
2. A list of trained Stewards shall be provided to Casitas on an annual basis at the request of Casitas Management. Any changes of Stewardship shall be provided to Casitas Management.

C. Union Leave

Pursuant to Government Code section 355.88, the District shall grant to employee representatives, upon written request of the Union, reasonable leaves of absence without loss of compensation or other benefits for the purpose of enabling employees to serve as stewards or officers of the exclusive representative or of any statewide or national employee organization with which the Union is affiliated. Leave may be granted on a full time, part-time, periodic or intermittent basis.

1. The Union shall reimburse the District for all compensation paid to the employee on leave. Reimbursement by the Union shall be made on or before thirty (30) days after receipt of the District's certification of payment of compensation to the employee.
2. At the conclusion or termination of leave granted under this section, the employee shall have a right of reinstatement to the same position and work location held prior to the leave, or, if not feasible, a substantially similar position without loss of seniority, rank, or classification.
3. The Union has no obligation to use leave under this section for an employee and may terminate that leave at any time, for any reason. The District reserves the right to recall any employee on leave pursuant to these sections due to an emergency.
4. Compensation — Compensation for release time shall not exceed the employee representative's standard schedule of hours per day and shall not include compensation for overtime. Compensation shall include retirement fund contributions required of the District as an employer. The employee shall earn full-service credit during the leave of absence and shall pay their member contributions.
 1. Written Notice — Pursuant to Government Code sections 3505.3 and 3558.5, for leave requests for three (3) consecutive days or less, the Union shall submit a written request to the employee representative's Department Head at least seven (7) days in advance of the requested leave of absence. For leave requests of greater than three (3) consecutive days, the Union shall submit their written request at least thirty (30) calendar days in advance of the requested leave of absence. The written request shall include the purpose, dates, and duration of the requested leave.
 2. Reporting — The Union or the employee shall be required to execute any payroll forms, certifications of time, or other documents as required by the District to ensure that the time reporting is accurate, and that the employee is performing the duties of a steward or officer or representative of the Union

during all reported working hours.

3. Indemnification — The District shall not be liable for an act or omission of, or an injury suffered by, an employee of the District if that act, omission, or injury occurs during the course and scope of the employee's leave under this section to work for the Union. If the District is held liable for such an act, omission, or injury, the Union shall indemnify and hold harmless the District.

ARTICLE 4 UNION DUES, DEDUCTIONS, AND INDEMNIFICATION

- A. Membership within and/or payment of any dues or fees to Union shall not be a condition of employment with the District. No individual employee shall be compelled to pay a service fee, agency fee, or any other assessment or payment in lieu of joining the union.
- B. Union has requested in writing that the District deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by Union such as the Committee on Political Education (“COPE”), from the wages, and salaries of members of Union Local 721. Union hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the District unless a dispute arises about the existence or terms of the authorization.
- C. Each pay period, the District shall send to the Union a list of all employees in the Unit including: each employee’s first name, middle initial, last name, identification number, hire date, job classification, employment 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 shall be sent in Excel format to dues@seiu721.org within five (5) business days of each payday absent extenuating circumstances.
- D. Each pay period, the Union shall provide the employer with an “authorized deduction report” which includes Unit members who have authorized the deduction of Union dues, COPE and other deductions and the deduction amounts. The District shall make the dues and other applicable deductions from the employee’s paychecks and remit such itemized deductions to the Union via Electronic Funds Transfer (EFT) within five (5) business days of each payday absent extenuating circumstances. The District 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 absent extenuating circumstances. Union shall provide at least one full pay period notice to the District to implement any changes to

- E. Deductions for Unit employees. District shall notify Union of all promoted, demoted, reclassified, transferred, retired and/or separated from service employees who are/were represented under this MOU.

- F. The District agrees to provide Union with the name, identification number, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The District also agrees to provide Union with name, job title, department, work location, work, home, home and personal cellular telephone numbers, personal email addresses and home address of all bargaining unit employees at least every 120 days. Notwithstanding the foregoing, the District will not provide Union with home address or any phone number on file with the District of any employee performing law enforcement-related functions, and the District will not provide Union with any home address, home telephone number, personal cellular telephone number, or personal email address of any employee who has made a written request for non-disclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the District will provide Union with a copy of that request.

- G. The Union shall indemnify, defend and hold the District, its officers and employees harmless against any and all claims, demands, suits, and from liabilities of any natures which may arise out of or by reason of any action taken or not taken by the District under the provisions of this Article. Any claims, demands, disputes, arising from the application or interpretation of this Article shall be filed with Union and shall not be subject to the District's grievance procedure.

ARTICLE 5 FULL UNDERSTANDING. MODIFICATION, WAIVER

- A.
 - 1. It is intended that this MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein.

 - 2. With respect to other matters within the scope of negotiations, negotiations may be required during the term of this MOU as provided in Section B of this Article.

- B.
 - 1. It is understood and agreed that the provisions of this Section are intended to apply only to matters which are not specifically covered in this MOU.

 - 2. It is recognized that during the term of this MOU it may be necessary for

CMWD to make changes in rules or procedures affecting the employees in the Unit.

3. CMWD shall notify Local 721 of any changes in rules or procedures impacting matters within the scope of negotiations and shall, at the written request of Local 721, negotiate about the impact of such changes.

C. Nothing herein shall limit the authority of CMWD to make necessary changes required during emergencies. However, CMWD shall notify Local 721 of such changes as soon as practicable. Such emergency assignments shall not extend beyond the period of the emergency. "Emergency" is defined as an unforeseen circumstance requiring immediate implementation of the change.

D The waiver of any breach, term or condition of this MOU by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 6 NEW EMPLOYEE ORIENTATION

The District shall provide the Union written notice of new employee orientations (no matter how few participants, and whether in person or online) at least (10) business days, or as soon as reasonably practical, prior to the event. Union representatives 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 to one (1) steward to participate in the Union's presentation of the new employee orientations. "New Hires" shall be defined to include any employee new to Union, including, but not limited to, through accretion or promotion/demotion. If the Union's designated representative(s) is unable to attend the new employee orientation the District shall provide the new hire with a packet of materials from the Union. The District shall also provide the new hire with the contact information of the Union representative responsible for follow-up with the new hire.

ARTICLE 7 SALARY

A. Salary Increases

1. FY 2025-26: 3% base wage increase effective with the payroll period starting July 6, 2025;
2. FY 2026-27: 3% base wage increase effective with the payroll period starting the first day of the pay period on or after July 1, 2026; and

3. FY 2027-28: 3% base wage increase effective with the payroll period starting the first day of the pay period on or after July 1, 2027.

B. Salary Steps. The Salary Schedule shall contain five "Salary Steps" designated as "1", "2", "3", "4", and "5" for each of the positions in this bargaining unit. After the initial 6 month evaluation period has been completed in the entering step, the salary shall be advanced to the next higher step of approximately 5% and, thereafter, the salary shall be advanced to the next higher step of approximately 5% after one year of satisfactory service in each step provided the General Manager approves such advancement. Such advancement from salary step to salary step shall be effective on the same day of the month during which the employee originally entered Casitas service. Within-range advancements are not automatic, but shall be based upon performance. The entrance salary for an employee will ordinarily be established at step "1" of the salary range of the position; however, the starting salary of an employee may be set at any step within the salary range of the position with the approval of the General Manager. The Salary schedule shall be adjusted periodically to adjust the steps to maintain a 5% differential.

ARTICLE 8 LONGEVITY

Any regular, full-time employee, upon completion of eight years of satisfactory, continuous service and each year thereafter in which one full year of satisfactory, continuous service is completed, shall, upon recommendation of their supervisor and with the approval of the General Manager, be entitled to a lump-sum longevity payment/year. Annual Lump-sum longevity payments shall be as follows:

<u>Yrs. of Continuous Full-time Service</u>	<u>Amount of Longevity Payment</u>	<u>Yrs. of Continuous Full-time Service</u>	<u>Amount of Longevity Payment</u>
8	400	20	1,000
9	450	21	1,050
10	500	22	1,100
11	550	23	1,150
12	600	24	1,200
13	650	25	1,250
14	700	26	1,300
15	750	27	1,350
16	800	28	1,400
17	850	29	1,450
18	900	30 or more	1,500
19	950	years	

Lump-sum longevity payments shall be considered a part of the salary schedule (PERSable).

Any regular, full-time employee who otherwise qualifies for longevity payments under this section and who is voluntarily separated from Casitas' services prior to the date upon which their next lump-sum longevity payment is due shall, upon the recommendation of the General Manager, with approval of the Board of Directors, receive a prorated lump-sum payment equivalent to the product of the number of days since payment of the preceding longevity payment times the amount of the next succeeding longevity payment divided by 365.

ARTICLE 9 OVERTIME

Overtime work is any of the following conditions:

1. Paid time in excess of eight hours in any one work day.
2. Work performed on a District Holiday.

The overtime rate will be compensated at time and one half and shall include longevity, shift differential and stand-by pay if applicable.

ARTICLE 10 STANDBY TIME

- A. Part of the duties of each employee may include being available for call-out. The period during which an employee is assigned, by their supervisor, to be available for such call-outs is designated as Standby Time.
- B. An employee on Standby Time must (1) be ready to respond immediately to a call for service, (2) be readily available at all hours by telephone or other agreed upon communication equipment, and (3) refrain from activities which might impair their assigned duties upon call. The parties agree that an employee shall make a reasonable effort to arrive at District headquarters within forty-five (45) minutes from receiving a call-out.
- C. Standby Time covers all of the hours daily, which are not part of the regularly scheduled workday for the facility or function to which the employee is assigned standby.
- D. Employees available for call-out while on Standby will be compensated at the rate of \$3.00 per hour for all hours except those hours compensated as work hours, vacation and sick leave.

ARTICLE 11 EMERGENCY CALL-OUT

- A. Emergency call-out is defined as unscheduled work required by management of an employee who, following completion of the employee's workday or workweek and departure from the employee's work site, is ordered back to duty to perform necessary work.
- B. Employees who are called back shall receive a minimum of two (2) hours at time and one-half. All hours worked as part of a call-out shall be paid at time and one-half the employee's straight time rate.
- C. Work that immediately precedes or follows the regularly assigned duty-shift will be considered as an extension of the workday, and compensation will be at the regular rate unless the employee has worked 8 hours that day. A scheduled return to work with prior notice to the employee does not qualify as a call-out under this section.
- D. An employee who is required to work beyond their regular shift or is called out after going home and actually works for at least eight (8) hours as a result of such call out, shall be eligible for rest and recovery time. An eligible employee may request rest and recovery for up to four (4) hours paid at the straight time hourly rate for any regularly scheduled hours not worked as a result of the rest and recovery that day. Rest and recovery time shall be scheduled by both the employee and their supervisor.

At the employee's option, and with approval of supervisor, employees may elect to stay on the job and use rest and recovery at the end of the shift to complete the remainder of their regular work shift or combine vacation or sick leave time with the rest and recovery period in order to complete their regularly scheduled shift.

ARTICLE 12 WORK HOURS

The employee's regular work week shall be forty (40) hours, and normal work hours shall occur from 8:00am to 4:30pm Monday through Friday with a regularly scheduled ½ hour lunch period. A workweek consists of the consecutive 7-day period beginning at 00:01 hours on Sunday and ending at 24:00 hours on the following Saturday.

The parties recognize that the district has the authority to designate alternate work hours or schedules on a case by case basis. Alternate work hours or schedules may be approved for employees in those departments where it will not adversely impact operational requirements or customer service needs. Such schedule changes shall be authorized by the department manager and approved by the General Manager. In the event an employees' work schedule is changed, written notice will be provided at least

ten (10) working days or fourteen (14) calendar days prior to the date the schedule becomes effective, unless a modified notice period is mutually agreed to.

Work schedules commencing prior to 5:30 a.m. or ending after 7:00 p.m. shall entitle the regular, full-time employee to receive extra compensation at the rate of 5 percent of base pay, for hours actually worked including sick leave usage during a shift.

ARTICLE 13 REST BREAKS

- A. Employees shall be allowed two (2) ten (10) minute rest breaks per eight (8) hour shift. One break must be during the hour following the second (2nd) hour of their shift and one (1) during the hour following the sixth (6) hour of their shift. However, in instances where emergencies occur or exist during any rest break interval, the District may alter the rest break as required by the severity of the emergency. Also, the District may alter the times of the rest break period when necessary to assure efficient operation and/or provide satisfactory customer service.
- B. Rest breaks are not to be combined with the half hour lunch break and are not intended to be used to shorten the work day.
- C. Rest breaks are to be taken at the job site location **when possible**. Employees are not permitted to use District transportation vehicles to travel to other areas for the rest period.

ARTICLE 14 MEAL ALLOWANCE

- A. Meal time during "regular working hours" or "regular tour of duty" is taken after the first 4 hours of work. Employee will furnish their own meal and will take time off to eat it.
- B. An employee on certain occasions of work will be provided a meal by Casitas or the reasonable price paid for a meal by an employee up to \$17.00 will be reimbursed by Casitas. In the event a meal is not provided or purchased, Casitas will reimburse the employee \$17.00 as a meal allowance in lieu of the meal. Meal time will be paid at Casitas' expense under certain working conditions.
- C. Casitas will provide or reimburse the employee for meals under the following work conditions:
 - 1. Meal will be allowed if employee works two hours or more beyond regular work hours, and at four hour intervals thereafter.
 - 2. If an employee is called back to work less than one hour after their regular

work shift, employee shall be allowed a meal unless they are released from work not more than two hours after normal quitting time.

3. Meal will be allowed if an employee is required to perform work two hours or more before regular work hours and the work continues into the regular scheduled working hours. The regular practice relating to meal time during regular scheduled work hours shall prevail.
4. When an employee is called from home to perform work outside their regular working hours and they have been given at least three hours prior notice, employee shall observe the meal arrangements which prevail on the employee's regular tour of duty. However, if employee has not been given at least three hours prior notice, employee shall observe the same meal arrangement with the first meal being at Casitas' expense.

D. Working conditions, length of work, etc., shall determine whether or not Casitas will pay the employee during the period of the meal. The following general rules will be used in making the determination:

1. Work must continue beyond the period in which meal was earned for employees to be paid for meal time (1/2 hour O.T.). However, employee will be paid a meal allowance of \$17.00.
2. When time is not made available, the meal and meal time have been earned, 1/2 hour will be added to the work period for each meal.
3. Available time to eat a meal is the determination of the supervisor. It is not a necessity for the employee to leave site of work if employee is otherwise completely free from their duties during the meal period.

E. When reference is made to "four hour intervals," time is computed from the end of each meal period or from the beginning of work period upon call out.

ARTICLE 15 HEALTH AND WELFARE

- A. Effective January 1, 2026, 2027, and 2028 the District's maximum contribution to Health Insurance premiums, shall be the employee and all applicable dependent family coverage in ACWA/JPIA's Anthem California Care , HMO or Anthem Classic PPO or Kaiser plans.
- B. During the term of this agreement, the district shall pay up to and including the full premium for family Dental, family Vision, and employee Life Insurance.
- C. Unless there is a written agreement to do otherwise, the District's dollar contribution shall remain at the amount in effect in December, 2025.
- D. Retiree medical, dental and vision.

1. Employees hired prior to 1993 shall be grandfathered with fully paid medical, dental and vision the same as currently retired employees.
 - a. Eligibility requires employee to be greater than age 50 and be eligible for PERS retirement from Casitas.
 2. Employees hired after 1993 shall receive the same district contribution as active employees towards health, dental and vision insurance premiums.
 - a. District's medical plan shall be secondary to Medicare for employees who qualify for Medicare.
 - b. Eligibility for retiree medical is age 60 with 20 years of service and eligibility for PERS retirement from Casitas.
 3. Employees hired after November 1, 2011 shall receive the district contribution towards employee only premiums for medical insurance at the least expensive of the ACWA California Care or Prudent Buyer Classic plans.
 - a. District's medical plan shall be secondary to Medicare for employees who qualify for Medicare.
 - b. Eligibility for retiree medical is age 60 with 20 years of service and eligible for PERS retirement from Casitas.
- E. The parties agree that Casitas retains the exclusive right to make changes necessary to administer the health insurance plan, and SEIU Local 721 specifically waives any rights it may have to meet and confer with respect to the decision or impact of changes that are imposed on Casitas by ACWA. Such changes may include, but are not limited to Administrative decisions and requirements that are made by ACWA such as the addition or deletion of plans, plan benefits, and/or increases or decreases in benefit rates.

ARTICLE 16 LIFE INSURANCE

The District will provide unit employees with a life insurance policy equal to two times their annual base salary with a \$200,000 maximum.

ARTICLE 17 RETIREMENT

- A. The District contracts with CalPERS to provide retirement benefits to employees in the unit. Employees, who are described as "classic employees" under the Public Employees' Retirement Law, receive the 2% at 60-benefit formula. For "classic employees" as defined by the Public Employees' Pension Reform Act of 2013, final

compensation is the monthly average of the member's highest 12 consecutive months' of full time equivalent monthly pay (no matter which CalPERS employer paid this compensation). The benefit is affected by the member's age at retirement.

- B. Unit members hired on or after January 1, 2013 who are new “members” as defined in the Public Employees’ Pension Reform Act of 2013 (PEPRA), are provided the following retirement benefits: 2% @ 62 benefit formula with a three year (36 month) final compensation period. Employees may designate the highest 36 month period. Employees will pay one-half of the total normal cost rate as determined by CalPERS.
- C. Effective on the first day of the pay period on or after January 1, 2017, "classic" CalPERS members shall pay three and one half percent (3.5%) of pensionable compensation towards the required employee contribution to CalPERS. The employee contribution, as determined by CalPERS is presently set at seven percent (7%) of pensionable compensation. The district shall pay the remaining three and one half percent (3.5%) of the required employee contribution and shall report to CalPERS as compensation earnable pursuant to California Government Code section 20636(c)(4) its payment of a portion of employee retirement contributions. Employees shall pay their share of the employee contribution by pre-tax payroll deduction pursuant to Section 414(h)(2) of the Internal Revenue Code.
- D. Effective on the first day of the pay period on or after January 1, 2018, "classic" CalPERS members shall pay an additional three and one half percent (3.5%) of pensionable compensation towards the required employee contribution to CalPERS, for a total of seven percent (7%) in employee contribution by pre-tax payroll deduction pursuant to Section 414(h)(2) of the Internal Revenue Code. Following this date, no portion of the employee contribution shall be paid by the district; since the classic employees will be paying the entire employee/ member contribution, the district will no longer report member contribution as compensation earnable to CalPERS pursuant to California Government Code section 20636(c)(4).

ARTICLE 18 VACATION

- A. Each employee, except temporary, hourly employees, shall be entitled to vacation for each calendar month of full-time service provided that regular, hourly employees shall earn proportionate vacation benefits based upon accumulated hours worked which are equivalent to one full month of regular, full-time service.
- B. Vacation time shall be accrued as follows:
 - 1. For the first two years of service, 12.67 hours shall be credited each month

2. For the third and fourth year of service, 13.33 hours shall be credited each month
 3. For the fifth and sixth year of service, 14.00 hours shall be credited each month
 4. For the seventh and either year of service, 14.67 hours shall be credited each month
 5. For the ninth and each succeeding year of service, 15.33 hours shall be credited for each month
- C. Unused vacation credit shall be accumulated and carried forward from month to month. If at the end of any calendar year an employee's vacation account has an excess of 450 hours, the employee's vacation accrual will stop until the vacation balance is reduced below 450 hours.
- D. Employees who have taken 80 hours of vacation in a calendar year may redeem for cash up to 80 hours of unused vacation. In the event an employee has not taken 80 hours of vacation but wishes to redeem for cash up to 80 hours of unused vacation in the calendar year, the employee may do so by scheduling and taking sufficient vacation time so that the total vacation taken for the calendar year equals or exceeds 80 hours. The redemption for cash up to 80 hours may be paid one day in advance of the employee taking the scheduled vacation time.
- E. The time when vacations may be taken shall be approved in advance by the immediate Supervisor. Consideration shall be given to seniority, and other factors in establishing the vacation schedule.
- F. Upon termination of employment, employees who have attained regular status shall be entitled to cash payment in lieu of vacation for all unused vacation credit. Said cash payment shall be computed by multiplying the hourly rate by the number of hours of unused vacation credit.

ARTICLE 19 SICK LEAVE

- A. Each employee (except temporary hourly employees) shall be allowed eight (8) hours of sick leave with pay for each month of full-time service, provided that those employed in regular, hourly positions are entitled to proportionate sick leave credits based upon accumulated hours worked which are equivalent to one full month of regular, full-time service. A new regular, full-time employee shall receive their first eight hours of sick leave credit upon the last day of the month during which one full month of service is completed.
- B. Sick Leave Advance: Employees with more than one year's continuous service

may, upon approval of the General Manager, receive an advance on prospective accumulation of sick leave credit of not to exceed 96 hours.

- C. Unused sick leave credit shall be accumulated and carried forward from month to month. Such accumulations may accrue to the sick leave account of the employee until a maximum permissible accumulation of 2,400 hours sick leave credit is reached. Thereafter, credits shall be made only to the extent necessary to restore, at the prescribed rate, a maximum credit of 2,400 hours.
- D. Any employee who is absent due to illness may be required to file a written statement showing the reason for absence. Should the absence due to illness or disability extend beyond three consecutive work days, the employee may be required to file a clearance statement from their physician. If an employee is required to be absent from work due to exposure to a contagious disease and has been under quarantine, a clearance statement from a physician shall be filed upon returning to work.
- E. Any employee absent from work on sick leave shall notify their supervisor on the first day of such leave and as often thereafter as directed by their supervisor. He shall also report such sick leave usage on forms prescribed by the General Manager upon returning to work.
- F. An employee may be absent on sick leave due to death, illness, or injury in the immediate family of that employee up to a maximum of five days; provided that in the case of illness or injury, a husband, wife, brother, sister of an employee must reside within the home or within the same place of residence of the employee. A parent, parent of a spouse, or child need not reside with employee.
- G. Any regular, full-time employee who has completed eight or more years of satisfactory continuous service and who is voluntarily separated from Casitas service shall, upon approval of the General Manager, be compensated for one-half of the then current number of hours of sick leave accumulated at their hourly rate then currently in effect.
- H. Doctor and Dentist Appointments: Employees shall provide the District with at least three (3) days advance notice of the necessity to be absent from work because of a medical/dental appointment. Should an emergency arise necessitating a doctor's or dentist's visit on shorter notice, the District shall allow employees to take that time off. Consistent use of the emergency clause shall be considered a violation of this section.
- I. Should an employee's Sick Leave hours be exhausted due to a prolonged illness or injury, an employee's Vacation hours may be used to supplement their

income during this absence.

ARTICLE 20 CATASTROPHIC SICK LEAVE DONATION

- A. Purpose: For the purposes of implementing this program, "Catastrophic Condition" shall mean any significant personal or family tragedy such as life-threatening illness or severe non-industrial injury of long duration which requires an employee to need personal time off beyond the amount of leave time he/she has accrued. SEIU unit employees may donate sick leave to another employee who has suffered a catastrophic condition; such donation of leave credit shall be on a voluntary basis. Maternity leave or elective surgery, absent significant unplanned complications preventing the employee's return to work, is not considered catastrophic.
- B. Definitions: For the purposes of implementing the Catastrophic Sick Leave Donation Program, the following definitions apply:
1. "Personal tragedy" shall mean employees own life-threatening illness or severe nonindustrial injury of an extended period of time.
 2. "Family tragedy" shall mean life-threatening illness or unplanned medical emergency involving the employee's immediate family member, i.e., spouse, child or parent.
 3. "Child" shall mean a biological, adopted or foster child, a stepchild, a legal ward or a child of a person standing "in loco parentis" (who has parents' rights) who is either under the age of 18 or an adult dependent child.
 4. "Parent" shall mean biological, parent, stepparent, legal guardian or person having stood "in loco parentis" (who has parents' rights) to employee.
- C. Eligibility For Recipients: In order to be declared eligible to receive catastrophic sick leave, an employee must meet the following conditions:
1. Has exhausted all their **sick and vacation** leave and is unable to return to duty due to the catastrophic illness or injury.
 2. The employee or employee's immediate family member must have sustained a life-threatening illness or severe non industrial injury.
 3. The employee or their designee has provided medical justification as evidenced by a physician's statement as to the severity and protracted nature of the employee's condition.

4. In the case of the employee's immediate family member, the employee has provided medical justification as evidenced by physician's statement that the presence of the employee is necessary.
5. The donation is on an as needed basis and in no event shall the recipient employee receive more than 480 hours in any 12-month period. The purpose in establishing a donation cap is to limit the donations to a reasonable level rather than allow donations to exceed the need. Under no circumstances shall the total sum of compensation including disability payments, donated catastrophic leave, and so on exceed the employee's rate of pay prior to the catastrophe. If necessary the program shall be coordinated with the Family Medical Leave ACT (FMLA) and is not a replacement of FMLA.

D. Eligibility For Donors: In order for an employee to be eligible to donate sick leave for "Catastrophic Conditions", the following criteria must be met:

1. The hours of sick leave shall be voluntarily donated from unit members who have at least 300 hours of sick leave on the books and who will have no less than 200 hours of sick leave remaining following the donation.
2. The minimum contribution of sick leave shall be 8 hours.
3. A designated Catastrophic Leave Donation Form must be filled out and submitted in order to request a transfer of specified accrued sick leave time.

E. Policy and Procedures: The following policies and procedures will be used for the implementation of Catastrophic sick leave:

1. SEIU 721 will establish a Catastrophic Leave Committee comprised of three (3) unit representatives including a Chairperson whose purpose shall be to review and make decisions concerning requests for donation of accrued sick leave credits.
2. Unit employees requesting donated leave credit shall submit an appropriate leave request form to the Catastrophic Leave Committee and demonstrate eligibility per section C of this article. Verification of eligibility may include, but is not limited to the following; doctor statements, payroll verification of exhausted leave, and appropriate relationship verification (birth certificate, marriage certificates, etc.)
3. Upon review and approval from the Catastrophic Leave Committee, a notification will be made to unit members regarding the need of the recipient. Interested donors shall complete a Catastrophic Leave Donation Form and submit to the Committee. The committee in turn will verify the donors' eligibility.
4. Completed Catastrophic Leave Donation Forms will be submitted to the district Human Resources department. The district shall verify that the donor has sufficient accrued leave time to make the donation,

and then process the approved request to the recipients sick leave balance. The names of the individuals making donations and the number of hours donated shall be kept confidential.

F. Disclaimer:

1. Casitas shall not have any grievance filed against it with regard to this policy.
2. Casitas makes no representation or guarantees to either the donor or recipient with regard to the tax status of donations made pursuant to this program. Employees participating in this program, whether as a donor or as a recipient, are encouraged to consult with a tax advisor regarding potential State and/or Federal tax implications.
3. District tentatively agrees to continue trial period for duration of successor MOU only, at which expiration the Catastrophic Sick Leave Donation will automatically expire and will cease to exist. However, employees represented by SEIU 721 may resubmit this program for future consideration as a proposal in any next contract negotiations.

ARTICLE 21 LEAVES

A. Bereavement Leave

Immediate Family. For purposes of determining Bereavement Leave, the term “immediate family” is defined as the father, mother, mother in law, father in law, daughter in law, son in law, grandparent in law, step father, step mother, spouse or registered domestic partner, children, brother, sister, step-sibling, grandparent, or grandchild of the employee.

1. Leave. Upon the death of an immediate family member, an employee may use up to three (3) work shifts of paid Bereavement Leave not chargeable to any other leave and an additional two (2) work shifts of any other accrued leave or of unpaid leave for a total of five (5) work shifts.
2. Other Terms and Conditions of Use. Bereavement Leave must be completed within three (3) months of the immediate family member’s death and may be intermittent leave and is not required to be used in consecutive amounts. Intermittent leave shall equate to the number of equivalent hours as constitute the employee’s normal work shifts as of the date Bereavement Leave is first requested. Employees are required to provide documentation to the District of the immediate family member’s death within thirty (30) days of the first day of use of Bereavement Leave. “Documentation” includes, but is not limited to, a death certificate, a published obituary, or written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or governmental agency. The District shall maintain the confidentiality of any employee requesting leave under this section. Any documentation provided to the District regarding this leave shall be maintained as confidential and shall not be disclosed except to internal

personnel or counsel, as necessary or as required by law.

B. Reproductive Loss Leave

Employees, who have been employed by the District for at least thirty (30) days, may take up to five (5) work days of reproductive loss leave following a reproductive loss event. Employees who experience more than one reproductive loss event within a twelve (12) month period may take up to five (5) work days off for each reproductive loss up to a maximum of twenty (20) work days of reproductive loss leave within a twelve (12) month period. Employees may take the leave following their own reproductive loss event or that of another person, if the employee would have been the parent of the child born or adopted.

Definitions

A reproductive loss event is any of the following:

1. Miscarriage;
2. Stillbirth;
3. Failed adoption – for example, if a birth mother or legal guardian breaches or dissolves an adoption agreement, or if an adoption is not finalized for another reason;
4. Failed surrogacy – for example, if a surrogate breaches or dissolves a surrogacy agreement, or if an embryo transfer fails; or
5. Unsuccessful assisted reproduction – for example, a failed intrauterine insemination or embryo transfer.

Other Terms and Conditions

Employees may take the leave on consecutive work days, or can elect to use the leave on non-consecutive work days. The leave must be completed within three (3) months of the reproductive loss event. However, if prior to or immediately after a reproductive loss event, the employee is on or chooses to go on Pregnancy Disability Leave, leave under the California Family Rights Act, and/or any other leave entitlement under state or federal law, the employee must complete the Reproductive Loss Leave within three (3) months of the end date of the other leave.

Employees must provide reasonable advance notice of the need for the leave to their supervisor, unless advance notice is not feasible. If advance notice is not feasible, the employees should notify their supervisor as soon as possible of the need for the leave. The District may require documentation of the qualifying reproductive loss event.

The employee may elect to use accrued, available sick and/or vacation leave for the reproductive loss leave; otherwise the leave is unpaid.

C. Leave for Crime Victims

Employees who are a victim of certain crimes or who have certain relationships with

the victim of certain crimes may take time off work under the following circumstances:

1. Type 1 Crime

- (a) The crime must be a violent or serious felony as defined by law, or a felony provision of law proscribing theft or embezzlement;
- (b) the employee must be the victim of the crime, or the employee must be an immediate family member, a registered domestic partner, or a child of a registered domestic partner who is the victim of the crime; and
- (c) the absence from work must be in order to attend judicial proceedings related to the crime.

An immediate family member is defined under Bereavement leave. A registered domestic partner means a domestic partner who is registered in accordance with California state law.

2. Type 2 Crime

- (a) The employee, or the employee's spouse, parent, child, sibling or guardian must be a victim of any of the following offenses as defined by the Penal Code and/or Vehicle Code and identified in California Labor Code section 230.5. "Victim" is defined as suffering direct or threatened physical, psychological, or financial harm as a result of the following offenses.
 - (1) vehicular manslaughter while intoxicated
 - (2) felony child abuse likely to produce great bodily harm or death
 - (3) assault resulting in the death of a child under eight years of age
 - (4) felony domestic violence
 - (5) felony physical abuse of an elder or dependent adult
 - (6) felony stalking
 - (7) Solicitation for murder
 - (8) Serious felony
 - (9) Hit-and-run causing death or injury
 - (10) Felony driving under the influence causing injury
 - (11) Sexual assault
- (b) The employee requests time off work to appear in court to be heard at any proceeding (including any delinquency proceeding) involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which the right of the victim (the employee, or the employee's spouse, parent, child, sibling, or guardian) is at issue.

Notice of the Need for the Time Off /Leave

The employee must notify their supervisor of the need for the time off work at least ten (10) work days in advance of the date on which employee intends to take time off work to attend the judicial proceeding. If ten (10) work days advance notice is not reasonably possible, employee should notify their supervisor as soon as reasonably possible in advance of the absence. The employee's notice to the supervisor should include the documentation/certifications described below if possible. If advance notice of the absence is not feasible, the employee must provide to their supervisor the documentation/certification below within a reasonable period of time after the employee's absence from work.

For time off for a Type 1 Crime, the employee must provide to their supervisor documentation of the scheduled court proceeding either before taking the time off work or within a reasonable time after the absence from work. Such documentation is typically a notice given to the victim of the crime by a court or government agency setting the hearing, a district attorney or prosecuting attorney's office, or a victim/witness office.

For time off for a Type 2 Crime, the employee must provide to their supervisor appropriate certification either before taking time off work, or within a reasonable time after the absence from work. Appropriate certification may include: (a) a police report indicating that the employee was a victim of the a crime that falls within the Type 2 Crime definition above; (b) a court order protecting or separating the employee from the perpetrator of the offense or other evidence from the court or prosecuting attorney that employee has appeared in court; or (c) documentation from a medical professional, domestic violence advocate, advocate for victims of sexual assault, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting from a Type 2 Crime.

Use of Accrued, Available Paid Leave

When an employee takes time off/leave for a qualifying reason, the employee must use accrued available sick or vacation leave to cover the time absent from work; otherwise the time off/leave will be unpaid.

- D. Leave for Victims of Domestic Violence, Sexual Assault, Stalking or Certain Crimes
Employees who are victims of domestic violence, sexual assault, and/or stalking, or a crime that caused physical injury, or caused a mental injury and threat of physical injury, and employees whose immediate family member is deceased as a direct result of a crime are eligible for time off work for the following purposes:
1. To seek medical attention for the injuries caused by the crime or abuse;
 2. To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse;
 3. To obtain psychological counseling related to an experience of crime or abuse;

4. To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation; and
5. To obtain or attempt to obtain any relief, including but not limited to, a temporary restraining order, restraining order or other injunctive relief, to help ensure the health, safety or welfare of the employee or their child.

For purposes of this section, the term “crime” is defined, as set forth in Section 13951 of the California Government Code, to mean a crime or public offense that would constitute a misdemeanor or a felony and regardless of whether any person is arrested for, prosecuted for, or convicted of committing the crime.

Notice of the Need for the Time Off/Leave

An employee needing the time off work for any of the above purposes shall notify Human Resources as soon as reasonably possible in advance of the employee’s intention to take the time off from work, unless advance notice is not feasible. When the employee does not provide advance notice of the intent to take the time off from work, the employee must provide, within a reasonable period of time after the absence, a certification to Human Resources. The certification may be:

1. A police report indicating that the employee was a victim;
2. A court order protecting or separating the employee from the perpetrator of the crime or abuse;
3. Evidence of the employee’s court appearance;
4. Documentation from a licensed medical professional, domestic violence/sexual assault counselor, victim advocate, licensed health care provider, or counselor that the employee was undergoing treatment or receiving services for physical or mental injuries or abuse resulting from the crime or abuse; or
5. Other reasonable evidence that reasonably verifies a crime or abuse occurred, or that the absence was for a qualifying reason.

Use of Accrued, Available Paid Leave

When an employee takes time off/leave for a qualifying reason, the employee must use accrued available sick or vacation leave to cover the time absent from work; otherwise the time off/leave will be unpaid. Nothing in this section creates a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is permitted by, the federal Family and Medical Leave Act (29 U.S.C. sect. 2601, et seq.).

E. Time Off/Leave for School Activities

Employees, who are a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis to one or more children in kindergarten, or grades 1 through 12, or attending a licensed child care provider/facility, are eligible to use up to forty (40) hours of time off work each year for qualifying school/licensed child care

provider activities (described below) and subject to the conditions below. Any unused time does not roll over to the following year.

1. Qualifying School/Licensed Child Care Provider Activities

An eligible employee may take time off work for the following reasons:

- (a) to find, enroll, or re-enroll his/her child in a school or with a licensed child care provider;
- (b) to participate in activities of his/her child's school or licensed child care provider; and/or
- (c) to address a school or childcare provider emergency which means that the employee's child cannot remain in a school or with a child care provider due to:
 - (1) the child's behavioral or discipline problems;
 - (2) the closure or unexpected unavailability of the school or child care provider (excluding planned holidays); or
 - (3) a natural disaster, including but not limited to, fire, earthquake, or flood.

An employee cannot use more than eight (8) hours of time off in any calendar month (out of the forty (40) hours available each year) for the reasons in paragraphs 1(a) and/or (b).

If more than one eligible employee seeks planned time off work for the same child/children and qualifying school/licensed child care provider activity, and the employees work at the same worksite, the first employee at that worksite to request the time off will receive the time off. After the DISTRICT makes the determination concerning who made the request first, the other employee(s) at the same worksite will only receive the time off if it is approved subsequently by their supervisor.

2. Notice of the Need for the Time Off Work/Absence

For time off work for school/licensed child care provider activities under paragraphs 1(a) and/or (b) above, an employee must provide notice to their supervisor of the need for time off work at least 10 work days in advance of the need for the time off. When 10 work days advance notice is not reasonably possible, the employee must notify their supervisor of the need for the time off as soon as reasonably possible in advance of the time off. When the time off work is for an emergency, as defined in paragraph 1(c) above, the employee must notify their supervisor as soon as possible before taking the time off work, if reasonably feasible. If such notice before taking the time off work is not reasonably feasible, the employee must provide the notice to the supervisor as soon as reasonably possible thereafter.

Upon the District's request, employees must provide to the District written verification from the school or licensed child care provider that the employee

engaged in a qualifying school/licensed child care provider activity on a particular date and time.

3. Use of Accrued, Available Paid Leave to Cover the Time Off Work/Absence

When an employee takes time off work for a planned absence for an above qualifying reason, the employee must use accrued, available sick or vacation leave to cover the time off work, and any remaining amount of time off not covered by the accrued, available sick or vacation leave shall be unpaid. For an unplanned time off work/absence due to an emergency as defined above, the employee can elect to use accrued, available sick or vacation leave in order to receive pay for all or part of the time off work. Otherwise, any time off work not covered by sick or vacation leave shall be unpaid.

Employees who are a parent or guardian of a child suspended from school may take time off to comply with the school's request, under California Education Code section 48900.1, that the employee attend the child's school. Prior to taking the time off for this purpose, the employee shall notify their supervisor as soon as reasonably possible, and, if feasible, at least ten (10) work days before the date of the school attendance date, and provide to the employee's supervisor a copy of the school's request. The employee's time off from work will be unpaid, unless the employee elects to use accrued, available sick or vacation leave for the work absence.

ARTICLE 22 JURY DUTY

- A. A full-time, regular employee will be paid their regular salary for up to eighty (80) hours as a juror. Any employee seated on a jury panel that will last longer than eighty (80) hours, may use their Vacation hours to replace any lost wages and keep themselves whole until the completion of their duties as a juror.
- B. All attendance record from the courts on time spent on jury duty shall be submitted to the District's Payroll Clerk.
- C. If applicable, employees are required to pay Casitas an amount equal to the total compensation received from the County, State or Federal Governments with regards to the aforementioned eighty (80) hours. The employee shall retain any other compensation including mileage.

ARTICLE 23 HOLIDAYS

- A. Paid holidays shall be authorized only for regular, full-time employees. To be entitled to pay for such holidays, an employee must be entitled to pay for both

the scheduled working days before and after such paid holidays.

- B. Regularly scheduled holidays include New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. In the event one of the above-named holidays falls on Saturday, the preceding Friday shall be considered as the holiday, and in the event one of the holidays falls on Sunday, the Monday following shall be considered as the holiday. Non-exempt employees who may be required to work on any of the above holidays shall receive compensation for such time at the overtime rate in addition to their holiday pay.
- C. In addition to the above holidays, all regular, full-time employees shall be entitled to three additional holidays each year as follows:
1. Supervisory and Professional Unit: The day following Thanksgiving Day and the working day before or after Christmas Day.
 2. One eight hour floating holiday provided on the first payroll of the calendar year and must be used in the same calendar year or it will be forfeited. Unused floated holiday has no value upon employee separation.
- D. For those employees whose regularly scheduled work hours are other than the regular Monday through Friday work week, and who are required to work the actual holiday, compensation for such time worked will be at the overtime rate. Additionally, these employees will be given either the time off or receive holiday pay for the holiday within the following week, as determined by the supervisor to fulfill the needs of the section in the best interest of Casitas. In the event that the holiday falls on an employee's regular day off, equal time off or holiday pay will be given.

ARTICLE 24 SAFETY EQUIPMENT

- A. Safety Shoes: The District will pay a stipend of \$230 once per year to employees required to wear safety shoes. The District's Safety Officer shall designate the appropriate unit employees required to wear safety shoes. If authorized, an employee may receive an additional \$230 towards the purchase of a second pair of safety shoes. It is expected that the employees shall maintain the safety shoes with due care.

Safety shoes are required to meet the following criteria and must be worn at all times when in the field:

- Approved safety footwear

- High Top style
- Puncture-resistant
- For E & M Staff the shoes must be EH rated.

B. Safety Glasses: All District employees who engage in or are exposed to eye hazard operations are eligible to obtain prescription safety glasses or non-prescription safety glasses provided by the District in accordance with the District's current Eye Protection Program.

ARTICLE 25 LAYOFFS

Layoff shall mean the separation of an employee because of lack of work or lack of funds. In making layoffs of regular, full-time employees, consideration shall be given within departmental classifications to seniority, merit, and fitness in that order. An employee who has attained regular status prior to any layoff shall be entitled to re-employment with any sick leave benefits which may have accrued prior to said layoff if the position formerly held is reinstated within a period of one year. Notice of such reemployment shall be given by certified mail to the last known address, and failure to respond within 10 days shall result in forfeiture of the position.

ARTICLE 26 DISCIPLINE

Disciplinary measures may include, but not be limited to:

1. An oral warning
2. A written warning
3. Suspension
4. Dismissal

If the number or severity of violations requires, in the opinion of the employer, disciplinary measures may be implemented at any step up to and including dismissal without a requirement to implement the steps in order. The District has the right to discipline employees for just cause.

Step One: Oral Warning

When a violation occurs, the employee is formally warned and the conversation is documented for future reference.

Step Two: Written Warning

If the employee continues to break the rule(s), he/she is given a written warning citing the infraction(s) and the corrective action to be taken. One copy of this warning goes to the employee; the other is put into their personnel file.

Step Three: Suspension

If the need for a suspension occurs, based on past warnings, severity or other reasons, the General Manager may suspend the employee.

Step Four: Dismissal

Termination of an employee, should that become necessary, shall be done by the General Manager.

ARTICLE 27 PEACEFUL PERFORMANCE OF DISTRICT SERVICES

- A. The parties recognize and acknowledge that many of the services performed by the employees covered by this MOU are essential to the public health, safety, and general welfare of the residents within the District service area.
- B. Consequently during the term of this agreement, Union agrees that, under no circumstances will it recommend, encourage, cause or permit its members to initiate, participate in, nor will any member of the bargaining unit take part in, any strike, sit-down, stay-in, slow-down, or picketing (hereinafter collectively referred to as work stoppage), in any office, or facility of the District, not to curtail any work or restrict any production, or interference with any operation of the District.
- C. In the event of any such work-stoppage by any member of the unit, the District shall not be required to negotiate on the merits of any dispute which may have given rise to such work-stoppage, until said work stoppage has ceased.
- D. In the event of any such work-stoppage during the term of this MOU, whether by, Union or by any member of the bargaining unit, Union, by its officers, shall immediately declare in writing and publicize that such work-stoppage is contrary to the Agreement and unauthorized and further direct its members in writing to cease the said conduct and to resume work. Copies of such written notice shall be served upon the District.
- E. If in the event of a work-stoppage, Union promptly and in good faith performs the obligations of this Article, and, providing, Union has not otherwise authorized, permitted or encouraged such work-stoppage, Union shall not be liable for any damages caused by the violation of this Article.
- F. However, the District shall have the right to discipline, including discharge any employee who instigates, participates in, or gives leadership to, any work-stoppage activity as per B above, and the District shall also have the right to seek full legal redress.

ARTICLE 28 GRIEVANCE PROCEDURE

A grievance is any dispute concerning the interpretation or application of this Memorandum of Understanding.

INFORMAL LEVEL: Within 7 calendar days of the occurrence giving rise to the grievance the employee shall discuss the grievance with their immediate supervisor or Department Manager if they are the immediate supervisor. If not resolved at this level then the employee may submit within 7 calendar days their formal grievance in writing, with desired resolution to their Department Head.

GENERAL MANAGER: The General Manager should discuss the grievance with the employee. The General Manager shall render a decision in writing to the employee within 14 calendar days after receiving the grievance. The decision of the General Manager shall be final.

ARTICLE 29 TERM

The provisions of this agreement shall be from July 1, 2025 through June 30, 2028.

ARTICLE 30 RENEGOTIATIONS

If either party hereto wishes to negotiate the provisions of a successor Agreement, such party shall, serve upon the other during the month of September prior to the expiration of this agreement its written request to commence negotiations.

ARTICLE 31 SAVINGS CLAUSE

In the event that the implementation of any article or section 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. The District and SEIU Local 721 shall meet and confer as soon as practicable for the purpose of endeavoring to agree upon replacement for such article(s) or section(s).

Adopted this ____ day of April, 2026

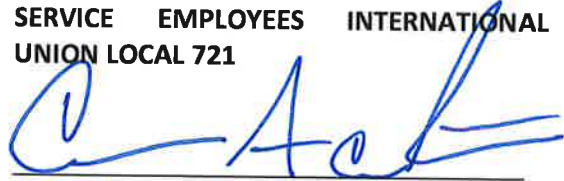
CASITAS MUNICIPAL WATER DISTRICT

Michael Flood, General Manager

Diana Impeartrice, Human Resources Manager

Colin J. Tanner, Special Labor Counsel

**SERVICE EMPLOYEES INTERNATIONAL
UNION LOCAL 721**



Carson V. Acosta, Tri-Counties Regional
Director

Revi Levi, Worksite Organizer



Todd Evans, Bargaining Unit Member



Frazier "Donnell" Evans, Bargaining Unit
Member

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION NO. 2026-17

RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN
CASITAS AND SEIU GENERAL UNIT

WHEREAS, the Casitas Municipal Water District and SEIU General Unit employees have bargained; and

WHEREAS, Casitas and the General Unit have agreed to terms and conditions of employment; and

WHEREAS, the term of this agreement shall be from July 1, 2025, ending on June 30, 2028; and

WHEREAS, the salaries and benefits for the General Unit employees are outlined in the Memorandum of Understanding; and

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Casitas Municipal Water District that the Memorandum of Understanding between Casitas and the General Unit employees for July 1, 2025 to June 30, 2028 is approved and the President of the Board is authorized and directed to execute the MOU on behalf of the District.

ADOPTED this 8th day of July, 2026

Pete Kaiser, President
Casitas Municipal Water District

ATTEST:

Brian Brennan, Secretary
Casitas Municipal Water District

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION NO. 2026-18

RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN
CASITAS AND SEIU RECREATION UNIT

WHEREAS, the Casitas Municipal Water District and SEIU Recreation Unit employees have bargained; and

WHEREAS, Casitas and the General Unit have agreed to terms and conditions of employment; and

WHEREAS, the term of this agreement shall be from July 1, 2025, ending on June 30, 2028; and

WHEREAS, the salaries and benefits for the Recreation Unit employees are outlined in the Memorandum of Understanding; and

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Casitas Municipal Water District that the Memorandum of Understanding between Casitas and the Recreation Unit employees for July 1, 2025 to June 30, 2028 is approved and the President of the Board is authorized and directed to execute the MOU on behalf of the District.

ADOPTED this 8th day of July, 2026

Pete Kaiser, President
Casitas Municipal Water District

ATTEST:

Brian Brennan, Secretary
Casitas Municipal Water District

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION NO. 2026-19

RESOLUTION ADOPTING A MEMORANDUM OF UNDERSTANDING BETWEEN
CASITAS AND SEIU SUPERVISORY AND PROFESSIONAL UNIT

WHEREAS, the Casitas Municipal Water District and SEIU Supervisory and Professional Unit employees have bargained; and

WHEREAS, Casitas and the Supervisory and Professional Unit have agreed to terms and conditions of employment; and

WHEREAS, the term of this agreement shall be from July 1, 2025, ending on June 30, 2028; and

WHEREAS, the salaries and benefits for the Supervisory and Professional Unit employees are outlined in the Memorandum of Understanding; and

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Casitas Municipal Water District that the Memorandum of Understanding between Casitas and the Supervisory and Professional Unit employees for July 1, 2025 to June 30, 2028 is approved and the President of the Board is authorized and directed to execute the MOU on behalf of the District.

ADOPTED this 8th day of July, 2026

Pete Kaiser, President
Casitas Municipal Water District

ATTEST:

Brian Brennan, Secretary
Casitas Municipal Water District

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: MICHAEL FLOOD, GENERAL MANAGER
SUBJECT: ADOPT A REVISED RESOLUTION REQUESTING THE GENERAL DISTRICT ELECTION TO BE HELD ON NOVEMBER 3, 2026 BE CONSOLIDATED WITH OTHER ELECTIONS CALLED TO BE HELD ON THE SAME DAY AND IN THE SAME TERRITORY.
DATE: 07/08/26

RECOMMENDATION:

The Board adopt the Resolution requesting consolidation and specifying two offices to be filled in the November 3, 2026 election.

BACKGROUND:

On May 13, 2026, the Board adopted Resolution No. 2026-11 requesting consolidation of the November 3, 2026 election. The Ventura County Elections Division has requested that the board adopt a new resolution adding the word "two" in the first whereas to specify the election of two Directors.

CASITAS MUNICIPAL WATER DISTRICT

RESOLUTION NO. 2026-20

RESOLUTION REQUESTING THAT THE GENERAL DISTRICT ELECTION TO BE HELD ON NOVEMBER 3, 2026, BE CONSOLIDATED WITH OTHER ELECTIONS CALLED TO BE HELD ON THE SAME DAY AND IN THE SAME TERRITORY

WHEREAS, an election shall be conducted for the Casitas Municipal Water District pursuant to the Uniform District Election Law commencing with Section 10500 of the Elections Code on November 3, 2026, for the purpose of electing two Directors; and

WHEREAS, the Board of Directors wishes the Elections Division of the Office of the County Clerk to conduct said election; and

WHEREAS, pursuant to Section 10400 et seq. of the Elections code, said elections may be consolidated with other elections to be held on the same day; and

WHEREAS, the Board of Directors acknowledges that the consolidated election will be held and conducted in the manner prescribed in Section 10418; and

WHEREAS, the Board of Directors determines that in the event of a tie vote, the winner will be determined by lot; and

WHEREAS, the Board of Directors request that this District's General Elections be consolidated with any other election which may be held on the same date and involving the same territory.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of Casitas Municipal Water District that the General District Election of this District is to be held on November 3, 2026, and consolidated with any other elections held on the same date and involving all or a portion of the territory of the District pursuant to Section 10400 et seq. of the Elections Code; and

That, a tie vote will be determined by lot; and

That, pursuant to Election Code Section 10002, the District shall reimburse the County in full for the services performed upon presentation of a bill from the County to the District.

ADOPTED this 8th day of July, 2026.

Pete Kaiser, President
Casitas Municipal Water District

ATTEST:

Brian Brennan, Secretary
Casitas Municipal Water District



Casitas Municipal Water District
State Water Project - Interconnect Project Costs
As of 6/30/26

Project No:	Project Name:	Costs paid to date	Encumbered	Total Encumbered & Cost To Date	Grant Revenue Received To Date
378	State Water Interconnect - Calleguas to Casitas	123,668	-	123,668	-
527	State Water Interconnect - Carpinteria to Casitas	11,330,312	34,466,217	45,796,529	520,850
606	State Water Interconnect - Ventura to Casitas	249,242	-	249,242	-
Project(s) Cost To Date:		<u>11,703,222</u>	<u>34,466,217</u>	<u>46,169,439</u>	<u>520,850</u>

**CASITAS MUNICIPAL WATER DISTRICT
TREASURER'S MONTHLY REPORT OF INVESTMENTS
06/30/26**

Type of Invest	Institution	CUSIP	Date of Maturity	Original Cost	Current Mkt Value	Rate of Interest	Date of Deposit	% of Portfolio	Days to Maturity
*TB	Federal Home Loan Bank	3133ERFJ5	5/20/2027	\$848,530	\$852,389	4.500%	6/18/2024	8.95%	320
*TB	Federal Home Loan Bank	912797RF6	7/9/2026	\$962,133	\$999,190	4.080%	5/10/2017	10.49%	9
*TB	US Treasury Note	91282CMH1	1/31/2027	\$723,188	\$725,450	4.125%	2/21/2025	7.62%	210
*TB	Farmer MAC	31315PYF0	5/2/2028	\$512,355	\$488,540	2.925%	11/20/2017	5.13%	662
*TB	Farmer MAC	3133EEPH7	2/12/2029	\$480,251	\$459,693	2.710%	11/20/2017	4.83%	942
*TB	US Treasury Note	912797RG4	8/6/2026	\$2,020,753	\$2,092,419	3.660%	9/4/2024	21.97%	36
*TB	US Treasury Note	91282CLS8	10/31/2026	\$728,888	\$730,409	4.125%	11/1/2024	7.67%	120
*CB	US Corporate Obligations	79466LAR5	3/15/2029	\$501,395	\$499,740	4.650%	4/27/2026	5.25%	975
*TB	US Treasury Note	91282CMW8	4/15/2028	\$1,997,734	\$1,985,780	3.750%	4/27/2026	20.85%	645
*TB	US Treasury Note	91282CMZ1	4/30/2030	\$699,563	\$692,426	3.875%	4/14/2026	7.27%	1380
Total in Gov't Sec. (11-00-1055-00&1065)				\$9,474,789	\$9,526,034			90.45%	
Total Certificates of Deposit:				\$0	\$0			0.00%	
**	LAIF as of 6/30/2026: (11-00-1050-00)		N/A	\$1,002,302	\$1,002,302	3.87%	Estimated	9.52%	
***	COVI as of 6/30/2026: (11-00-1060-00)		N/A	\$3,350	\$3,350	3.59%	Estimated	0.03%	
TOTAL FUNDS INVESTED				\$10,480,441	\$10,531,686			100.00%	
Total Funds Invested last report				\$11,966,913	\$12,034,739				
Total Funds Invested 1 Yr. Ago				\$11,312,947	\$11,027,444				
****	CASH IN BANK (11-00-1000-00) EST.			\$5,529,322	\$5,529,322				
	CASH IN Custody Money Market			\$1,654,132	\$1,654,132				
TOTAL CASH & INVESTMENTS				\$17,663,894	\$17,715,140				
TOTAL CASH & INVESTMENTS 1 YR AGO				\$17,786,179	\$17,500,676				
*CD	CD - Certificate of Deposit								
*TB	TB - Federal Treasury Bonds or Bills								
*CB	CB- Corporate Bonds								
**	Local Agency Investment Fund								
***	County of Ventura Investment Fund								
	Estimated interest rate, actual not due at present time.								
****	Cash in bank								

No investments were made pursuant to subdivision (i) of Section 53601, Section 53601.1 and subdivision (i) Section 53635 of the Government Code.

All investments were made in accordance with the Treasurer's annual statement of investment policy.



Consumption Report

Water Sales FY 2025-2026 (Acre-Feet)

Classification	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Month to Date	
													2025/ 2026	2024/ 2025
													Total	Total
AD Ag-Domestic	311	355	265	194	68	60	51	54	191	168	231	-	1,948	2,268
MAD Ag-Domestic Multi	11	13	11	8	2	2	2	2	9	6	10	-	73	93
AG Ag	223	251	197	128	45	52	42	40	120	106	149	-	1,354	1,358
C Commercial	108	126	81	74	37	38	35	33	58	61	78	-	729	700
DI Interdepartmental	21	22	16	10	3	3	2	3	12	9	17	-	118	131
F Fire	0	0	0	0	-	0	0	0	-	0	0	-	0	0
I Industrial	2	2	2	2	1	2	1	1	2	2	2	-	21	18
OT Other	31	33	24	21	11	7	6	7	15	18	26	-	199	216
R Residential	245	272	221	204	120	122	107	104	170	169	206	-	1,939	2,023
RM Residential Multi	31	36	29	29	21	20	19	19	26	25	28	-	284	291
RS - P Resale Pumped	118	130	101	29	16	16	16	16	4	4	7	-	455	210
RS - G Resale Gravity	177	272	343	360	443	344	75	84	238	266	285	-	2,886	2,431
TE Temporary	1	1	0	0	0	0	0	0	0	0	0	-	3	17
Total	1,278	1,511	1,290	1,059	767	665	356	363	845	836	1,041	-	10,010	9,757
CMWD	1,070	1,279	1,101	877	655	553	257	265	696	684	861	-	8,300	7,977
OJAI	208	232	189	182	112	112	99	98	149	152	180	-	1,710	1,780
Total 2024 / 2025	1,416	1,580	1,383	1,124	710	680	718	269	265	650	961	1,078	N/A	10,835