

Minutes of the Casitas Municipal Water District
Board Meeting Held
March 14, 2012

A meeting of the Board of Directors was held March 14, 2012 at Casitas' Office, Oak View, California. Directors Baggerly, Word, Hicks, Bergen and Kaiser were present. Also present were Steve Wickstrum, General Manager, Rebekah Vieira, Clerk of the Board, and Attorney, John Mathews. There were three staff members and three members of the public in attendance. President Baggerly led the group in the flag salute.

1. Public Comments

None

2. General Manager comments.

Mr. Wickstrum reported that the Voice house is being taken care of by the Fire Department and the Bureau of Reclamation is also viewing the procedure. Mr. Wickstrum suggested late next week as a time to take a field trip to view the Rincon 2(M) job site. They will meet at the District at 1:00 on Friday. Mr. Wickstrum also reported that the Santa Ana main extension was severed last week and now two long, dead-end laterals are out of the system.

3. Board of Director comments.

President Baggerly suggested if we are going to utilize the monthly cost report for the lawsuit, fisheries and Robles we should post some of the less pertinent information on our web site about what we are doing. If we could do some photo documentation it would not be too cumbersome. Look at photos of the estuary, impediments, Robles and Matilija pools.

4. Consent Agenda

ADOPTED

- a. Minutes of the February 22, 2012 Board Meeting.
- b. Resolution awarding a contract for LCRA Lazy River Repairs Specification 12-352 to Industrial Coating & Restoration, Inc. in the amount of \$69,498.00.

The Consent Agenda was offered by Director Kaiser, seconded by Director Bergen and passed by the following roll call vote:

AYES:	Directors:	Kaiser, Bergen, Hicks, Word, Baggerly
NOES:	Directors:	None
ABSENT:	Directors:	None

Resolution is numbered 12-10.

5. Bills

APPROVED

On the motion of Director Hicks, seconded by Director Word and passed, the bills were approved.

6. Committee/Manager Reports APPROVED FOR FILING
- a. Executive Committee Minutes
 - b. Recreation Committee Minutes

On the motion of Director Word, seconded by Director Hicks and passed, the Committee/Manager Reports were approved for filing.

7. Discussion and direction regarding possible addendum to recently adopted MOU's with SEIU represented employees regarding the Holiday policy. DIRECTION TO STAFF

Ms. Vieira explained that the MOU's were adopted with the holiday language that has previously existed at the district. The language states that any day declared by the President or the Governor as a holiday shall be observed as a Casitas holiday. The district has not observed Cesar Chavez Day. It was never the intent of the District to add to the number of holidays. Shortly following the adoption of the MOU's the question of holidays was brought up. It was never the intent from the District during negotiations to increase the holidays. President Baggerly added the language in the MOU says what it says.

Director Kaiser added every one negotiated in good faith. This list was carry over from previous contracts. There weren't minutes taken of the meetings to refer back to. Intent does play into it.

John Parlee addressed the board stating I elected to take time off to talk to you and am representing some of our employees. Our part of it was the statement was in there for a long time. The previous administration said if anyone had taken Cesar Chavez day off it would be job abandonment and there would be reprimand for that. No one said anything about it and thought that would not happen anymore. We want to be able to have it this year and next year as the proper thing to do. We wanted to voice our opinion and I don't think there was any mal intent.

Director Bergen added she did not hear anything about an attitude of job abandonment or that approach in this negotiation. My understanding is that agreement on the status quos on holidays was where we were headed. Mr. Parlee said that meant to us it was represented as it was stated when John Johnson did not represent that. I started working here about eight years ago. I felt we should get that holiday and employees felt they should get it but John made that his edict. Director Kaiser added previous to this contract it was not an identified day you would have off. He asked if Mr. Parlee was a negotiator and the answer was no.

Danny Carrillo, Worksite Organizer for local 721 and explained he held second chair at the negotiating table. When Mr. Johnson was here, this wasn't the only thing the union considered. John used job abandonment maybe he threatened some other kind of threat. I was at the tail end of Mr. Johnson's administration. The contract was in place. Let me remind you that if some of you recall, you passed a handbook and it was rescinded because he didn't meet and confer. Rebekah will confirm that there was not a lot of discussion about the holidays. The intent and goal of both sides was to put together a comprehensive MOU. The holiday article was brought in its present form. I was not at every session but there was little discussion. Since the MOU's were handed out this was brought to my and Rebekah's attention. We had a meeting and had discussion on this. The position of union is we feel that for the next year and half the contract is in place that we get the holiday and we will take it up in the next negotiation if it goes away or what have you. Columbus Day and Lincoln's birthday were given up for the day after Thanksgiving and Christmas Eve. If you do not recognize the holiday, if employees take the day off we protect them and there is no discipline and they are not harmed in any way.

Director Kaiser asked about other holidays. Mr. Carrillo replied the only day in question is Cesar Chavez Day. President Baggerly asked if you are willing to wait for the next negotiation. Mr. Carrillo said the members want to get that holiday. Director Hicks stated I don't see another holiday coming from me. Director Bergen added the language was the way it is. There is ambiguity there. It could be opened up even wider. The understanding was there what was being negotiated. We don't want to open the entire contract. President Baggerly added Pete's comment is relative. There are other Federal holidays we don't do here at Casitas. We need to highlight this for upcoming negotiations. We do have a problem here. Mr. Carrillo explained this would be a side letter that addresses just this article. For the current term of contract the district would recognize Cesar Chavez. Director Kaiser expressed concern about trade offs during the course of negotiation and any other ambiguity construed by semantics. Director Word added if it is granted now it would be considered a take away at the next negotiation.

Director Kaiser added as he requested at the personnel committee, he would like to see information from both sides so the Board can make a decision and deliberate all information they want to provide us, not just verbal. He suggested bringing this back. Mr. Wickstrum added the day they are looking at is March 31st. Mr. Carrillo had the idea of a side letter for the next two Cesar Chavez days. In future negotiations Cesar Chavez day may or may not stick and we will work on language that in other MOU's that would leave that discretion at the Board's hands rather than the present language. We could develop a side letter and bring it to you on March 28th. There is ambiguity with existing language. It results in something that Danny mentioned. To ignore it creates another issue. We want to move beyond that. The point is when we get to March 31st how do I work with my employees regarding that day off. Do I use John's language and end up with a bigger problem? We could incur additional expenses if we are required to go into a legal issue over one holiday. Director Word added one of

the early things we looked at was how many holidays we granted. It is very competitive in paid holidays I think we should stick with it. You are not granting it for a year or year and half.

President Baggerly added I see the language as unambiguous. If we don't find a way in this side letter to deal with this language and the union, we may be in breach. Numerous holidays that could be the subject of negotiation. John Mathews expressed caution in adopting for a two year period and stated he is not a labor attorney.

Mr. Carrillo disagreed with some of the comments about the holiday continuing in perpetuity. The side letter could exclude other holidays and state Cesar Chavez day is observed for the next two years. We would be willing to work with that.

President Baggerly added I am sure I don't know what our employees or the union representative minds were. I know what I perceive the language to be. He asked if there was consensus for a side letter. The board all stated no except for President Baggerly.

Ms. Bergen said I can't see doing it. The only way is to have a labor attorney involved to work with our language. President Baggerly asked if you have a suggestion for what Steve should do with his employees. Director Word stated he assumes if an employee took it off it would be without pay. Director Kaiser said they could use a floating holiday or vacation. Mr. Wickstrum stated they could take a day off with prior approval by applying a vacation or leave slip. We no longer have floating holidays. President Baggerly asked if you could offer for an employee to trade one holiday for another. Mr. Wickstrum explained that is not provided for in the MOU.

Mr. Wickstrum suggested considering the side letter and we provide the language at this time so it is not ambiguous. Director Kaiser said the GM brings up a good point. This issue can still present itself at the next holiday. Director Hicks added I don't get the degree of urgency; they have not had that day off. Mr. Wickstrum stated past practice is that we work on Cesar Chavez day with the current holiday language. Director Kaiser asked if he remembered John saying it was job abandonment. Mr. Wickstrum replied he was not part of the union that was asking for those things.

Mr. Wickstrum asked if he could put something together to bring to you at the next meeting. Give us a chance to bring something to the board for consideration. Think about the ramifications of this. The language does not allow any discretion. Director Kaiser was reserved about any other issues in the contract that can be opened in the contract. Mr. Carrillo replied that any contract is subject to interpretation and there are no other outstanding items we have at this time.

President Baggerly gave direction to staff to bring back a side letter to the next meeting.

8. Redistricting

- a. Recommend passing a motion that the populations of the divisions are sufficiently different, based on the 2010 Census, to require a change in division boundaries based on the current populations of the division. APPROVED

On the motion of Director Word, seconded by Director Hicks and passed, the above recommendation was approved.

- b. Resolution changing the boundaries of the divisions and requesting the Elections Division at the County of Ventura to implement the new division boundaries before the November 2012 election. ADOPTED

The resolution was offered by Director Word, seconded by Director Hicks and passed by the following roll call vote:

AYES:	Directors:	Kaiser, Bergen, Hicks, Word, Baggerly
NOES:	Directors:	None
ABSENT:	Directors:	None

Resolution is numbered 12-11.

9. Recommend approval of a letter to CPUC regarding the Public Notice for GSWC Application No. 11-07-017. APPROVED

On the motion of Director Kaiser, seconded by Director Hicks and passed, the above recommendation was approved.

10. Information Items:

- a. Monthly Cost Analysis for operation of Robles, fisheries and fish passage.
- b. Letter from Tessa Roper regarding Golden State Water Company public comment to CPUC.
- c. News Articles.
- d. Investment Report.

President Baggerly moved the meeting to closed session at 3:57 p.m. with Mr. Mathews stating the closed session is conference with general counsel and special counsel regarding anticipated litigation.

11. Closed Session

- a. (Govt. Code Sec. 54956.9 (c))
Conference with Legal Counsel – Anticipated Litigation (One case).

President Baggerly moved the meeting out of closed session at 5:49 p.m. with Mr. Mathews stating the Board met with general counsel and special counsel discussing the anticipated litigation item and the board directed special counsel to provide some additional information.

12. Adjournment

President Baggerly adjourned the meeting at 5:50 p.m.

Bill Hicks, Secretary