



Oakland

80 Swan Way Suite #110
Oakland CA 94621-1438
Toll Free 800-244-8122
Phone 510-577-9694
Fax 510-383-9613
www.afscme57.org

Sender's Email: john.tucker@ca.afscme57.org

April 23, 2014

Sent Via Email and USPS

Michael Baratz
Labor Relations Officer
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3614

Dear Mr. Baratz,

We are in receipt of your April 8th, 2014 letter regarding your "Notice to negotiate a successor MOU".

As you know, our Union has our own internal process for selecting our bargaining team; preparing for negotiations; researching; surveying our membership; as well as being accountable to our membership. Entering into negotiations with the District five (5) months before we are scheduled to would greatly reduce our preparedness and thus our legal requirement to best represent our membership.

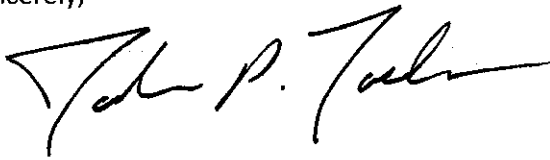
We are surprised at the District's desire to negotiate at this time. The District has so far spent nearly a half a million dollars on the consultant *Koff and Associates* to conduct a classification and compensation study, but has not come close to completing its own process yet, nor has it received any information from those consultants relevant to bargaining.

Furthermore, as you are aware, the Union and the District have several outstanding issues that have yet to be resolved and about which we are currently involved in the meet and confer process. Adding the bargaining of an MOU to all of this is simply out of the question at this time. It would almost surely, as you say, "prolong negotiations".

Lastly, we have met with the Board of Directors, CEO, CAO, HR Director, yourself, and many others countless times in both public and private meetings to address the issues of trust and respect. All of these attempts have either been assigned to a committee or moved off until the board's review of policy in the summer.

After careful consideration of your request to bargain a successor agreement at this time, we respectfully decline due to the aforementioned reasons.

Sincerely,



John Tucker
Business Agent
AFSCME Council 57 / AFSCME Local 101
1150 North First St. Suite #101
San Jose, CA 95112



Liz Bettencourt
Employees Association President
AFSCME Local 101

cc: Board of Directors
South Bay Central Labor Council
Beau Goldie
Jesus Nava
Grant Lee
Laura Harbert
Paul Randhawa
Brian Hopper
George Popyack
AFSCME - Employees Association Executive Board
IFPTE – Engineers Society Executive Board
IFPTE – Professional Managers Association Executive Board

Sent via Interoffice Mail/Email/US Mail

April 8, 2014

Liz Bettencourt
President, Employees Association, AFSCME Local 101

Re: Notice to negotiate a successor MOU

Dear Ms. Bettencourt:

This is a request that we begin negotiations to amend the current labor contract pursuant to Article 27, Section B of the Memorandum of Understanding between the District and the Employees Association, AFSCME Local 101.

We are proposing to begin negotiations in April in an effort to expedite our talks with the intent to reach agreement without long protracted negotiations. To that end, we have enclosed proposed Negotiations Ground Rules. It is our intent to open a limited number of articles and subjects for negotiations, which we will be prepared to discuss at our first meeting.

In addition to myself, the District's team will include Grant Lee, Jesus Nava, Laura Harbert, and Paul Randhawa.

We will be in contact with you shortly to discuss the scheduling of a first meeting. Please contact my office with any questions/concerns you may have about this notice.

Sincerely,



Michael Baratz
Labor Relations Officer

Enclosure

cc: Beau Goldie
Jesus Nava
Grant Lee
Laura Harbert
Paul Randhawa
Brian Hopper
Board of Directors
John Tucker

PROPOSED

Negotiations Ground Rules
Santa Clara Valley Water District
And
Employees Association, AFSCME, Local 101

The purpose of these negotiations is to reach agreement on a successor Memorandum of Understanding (MOU) between The Santa Clara Valley Water District (District) and the Employees Association (EA), AFSCME, Local 101.

1. The parties agree to participate in these negotiations in good faith and that they will endeavor to act in a professional and respectful manner towards each other and to treat each other with respect and dignity. The parties will demonstrate the highest standards of personal integrity, honesty and conduct.
2. During negotiation sessions all District and Union negotiation team members may express opinions, share ideas, suggest options, and provide additional information. Statements of individual team members shall not constitute a proposal, counter proposal, or rejection of a proposal. There is no implied commitment by any party when brainstorming during negotiation sessions.
3. The District and the Union shall designate a chief spokesperson who shall have the authority to negotiate and enter into tentative agreements.
4. The District and the Union will have permanent negotiating team members and will notify the other party at the onset of negotiations the names of such team members. However, the parties may change team members during the negotiation process upon advance notice, with an effort being made to notify the other teams of the changes at least 24 hours prior to the session.
5. Upon request and to the extent possible, each party shall nominally provide an explanation of the rationale for each proposal. If that explanation is insufficient, additional information may be requested.
6. The District must have Board approval of any full package agreement. The Union must have member approval of any full package agreement.
7. Either party may caucus at any time. The parties will keep each other informed of the anticipated length of the caucus. The District team will caucus in the Evergreen Room. The designated caucus room for the Union will be the Maple Room.
8. The Parties will attempt to agree on the subject matter for discussion at the next meeting.
9. All proposals, counter proposals, and other information documents related to negotiations will be provided to the other party in writing and in electronic form where possible. However, it is understood that tentative agreements must be in writing and signed by the designated representative for the District and Union.

10. The parties agree that they will endeavor in their communications to provide factual, complete and honest information.
11. Tentative Agreements – Any particular partial tentative agreement is subject to and contingent upon reaching a full package agreement.
12. Release Time (EA)
Pursuant to Article I, Section 5 B 2 of the MOU between the District and EA, release time will be provided for up to seven (7) designated Union members. Release time for up to four (4) additional hours per week shall be granted for bargaining preparation after the commencement of negotiations.
13. Negotiation team will notify their manager no less than two (2) business days in advance of their intention to be on release time for bargaining preparation or when negotiation sessions with management are scheduled.