

**SIDE LETTER of AGREEMENT**  
**Between the**  
**Santa Clara Valley Water District**  
**And the**  
**Employees Association, AFSCME Local 101, AFL-CIO**  
**Regarding**  
**Temporary Assignments**

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Effective January 1, 2018, Assembly Bill 1487 added Section 20480 (out-of-class appointments; limited term appointments; penalties for violations) to the California Government Code. This statute places a 960-hour/fiscal year limitation on certain out-of-class appointments as defined in the statute. Agencies have a reporting requirement to CalPERS and will be subject to financial penalties if the statute is violated.

Following meeting and conferring in good faith, and in accordance with the provisions of State law and Santa Clara Valley Water District (Valley Water) regulations, this agreement between Valley Water and the Employees Association, AFSCME Local 101, AFL-CIO (Union), represents final understanding and agreement regarding Temporary Assignments.

Valley Water and the Union agree that effective on the date last signed below, Article 3, Section 10 (Temporary Promotion Pay) and Section 11 (Out-of-Class Assignment) in the 2018-2021 Employees Association Memorandum of Understanding (MOU) will be amended and replaced in their entirety by Section 10 (Temporary Assignment – Temporary Upgrade Pay) and Section 11 (Temporary Assignment – Special Assignment Pay) as set forth below.

**Section 10. Temporary Assignment - Temporary Upgrade Pay**

- A. The Appointing Authority may temporarily assign an employee to a class for which he or she is qualified by education, training, and experience. Such employee's current position shall be retained, but compensation shall be in the first step of the range of the Temporary Assignment/Temporary Upgrade position or ten percent (10%) above the employee's current salary, whichever is higher, provided that the salary shall not exceed step 7 of the higher class. Valley Water will notify the Union when making a Temporary Assignment/Temporary Upgrade into classes represented by the Union.

1. Vacant Position

- a. Assignment must be to backfill a vacant position code.
- b. Length of assignment shall be thirty-one (31) days or more, not to exceed 960 hours in a fiscal year or twelve (12) months, whichever occurs first.
- c. Employee will have full authority and responsibility of the new position and will not continue to perform their current duties in addition to the new duties.
- d. Submission of additional Temporary Assignment form(s) for coverage for staff on Temporary Assignment/Temporary Upgrade will be required by Human Resources.
- e. Compensation for Temporary Assignment/Temporary Upgrade Pay will be reported to CalPERS as special compensation if the employee is a Classic CalPERS Member. Employees enrolled in the 2% @ 62 formula are eligible for Temporary

Assignment/Temporary Upgrade Pay, but additional compensation will not be reported to CalPERS.

- f. Employees on a Temporary Assignment/Temporary Upgrade in an exempt position will not be eligible to earn overtime.
- g. Paid leave while on Temporary Assignment/Temporary Upgrade (Vacation, Sick Leave, Personal Leave, Exempt Leave or Management Leave) shall be paid at the Temporary Assignment/Temporary Upgrade Pay rate.
- h. Pay differentials held prior to the Temporary Assignment/Temporary Upgrade will not be retained, unless specifically required by the Temporary Assignment/Temporary Upgrade position.

2. Leave of Absence Assuming 100% of Duties – Up to Twelve (12) Months

- a. Length of assignment shall be thirty-one (31) days or more, not to exceed twelve (12) months.
- b. Employee will have full authority and responsibility of the new position and will not continue to perform their current duties in addition to the new duties.
- c. Submission of additional Temporary Assignment form(s) for coverage for staff on Temporary Assignment/Temporary Upgrade will be required by Human Resources.
- e. Compensation for Temporary Assignment/Temporary Upgrade Pay will be reported to CalPERS as special compensation if the employee is a Classic CalPERS Member. Employees enrolled in the 2% @ 62 formula are eligible for Temporary Assignment/Temporary Upgrade Pay, but additional compensation will not be reported to CalPERS.
- f. Employees on a Temporary Assignment/Temporary Upgrade in an exempt position will not be eligible to earn overtime.
- g. Paid leave while on Temporary Assignment/Temporary Upgrade (Vacation, Sick Leave, Personal Leave, Exempt Leave or Management Leave) shall be paid at the Temporary Assignment/Temporary Upgrade Pay rate.
- h. Pay differentials held prior to the Temporary Assignment/Temporary Upgrade will not be retained, unless specifically required by the Temporary Assignment/Temporary Upgrade position.

- B. When granting a Temporary Assignment/Temporary Upgrade, Valley Water will use reasonable efforts to ensure such Temporary Assignment/Temporary Upgrades occur on a fair and equitable basis and are reserved for qualified employees. Valley Water shall not use a Temporary Assignment/Temporary Upgrade as a means of filling a position that requires a regular full-time employee.

**Section 11. Temporary Assignment - Special Assignment Pay**

- A. A Temporary Assignment/Special Assignment shall be made for a minimum of five (5) consecutive eight (8) hours work days, four (4) consecutive nine (9) hour work days, four (4) consecutive ten (10) hour work days, or three (3) consecutive twelve (12) hour work days/shifts.

1. Vacation/Sick Leave Coverage

- a. Employee must meet the education, training, or experience requirements as determined by the manager and hold required licenses or certifications for the Temporary Assignment/Special Assignment classification.
- b. Length of assignment must meet the minimum criteria as set forth in (A) above and will not exceed twelve (12) months.

- c. Employee will not have full authority or responsibility of the new position and will continue to perform their current duties in addition to the new duties.
- d. Compensation will be at the first step of the salary range of the higher position or 5% above employee's current salary, whichever is higher. If employee is acting for unclassified staff, compensation is 7.5% higher than employee's current salary.
- e. Temporary Assignment/Special Assignment pay earned is not reportable to CalPERS.
- f. Pay differentials held prior to the Temporary Assignment/Special Assignment will be retained.
- g. Paid leave while on Temporary Assignment/Special Assignment will be paid at the employee's regular rate of pay.
- h. If the employee's regular classification is eligible for overtime and the Temporary Assignment/Special Assignment is for an exempt position, the employee will continue to be eligible to earn overtime.

2. Leave of Absence – Up to Six (6) Months

- a. Employee must meet the education, training, or experience requirements as determined by the manager and hold required licenses or certifications for the Temporary Assignment/Special Assignment classification.
- b. Length of assignment must meet the minimum criteria as set forth in (A) above and will not exceed six (6) months.
- c. Employee will not have full authority or responsibility of the new position and will continue to perform their current duties in addition to the new duties.
- d. Compensation will be at the first step of the salary range of the higher position or 5% above employee's current salary, whichever is higher. If employee is acting for unclassified staff, compensation is 7.5% higher than employee's current salary.
- e. Temporary Assignment/Special Assignment Pay earned is not reportable to CalPERS.
- f. Pay differentials held prior to the Temporary Assignment/Special Assignment will be retained.
- g. Paid leave while on Temporary Assignment/Special Assignment will be paid at the employee's regular rate of pay.
- h. If the employee's regular classification is eligible for overtime and the Temporary Assignment/Special Assignment is for an exempt position, the employee will continue to be eligible to earn overtime.

3. Leave of Absence – Six (6) Months to Twelve (12) Months

- a. Employee must meet the education, training, or experience requirements as determined by the manager and hold required licenses or certifications for the Temporary Assignment/Special Assignment classification.
- b. Length of assignment must meet the minimum criteria as set forth in (A) above and may be from six (6) months to a maximum of twelve (12) months.
- c. Employee will not have full authority or responsibility of the new position and will continue to perform their current duties in addition to the new duties.
- d. Compensation will be at the first step of the salary range of the higher position or 7.5% above employee's current salary, whichever is higher.
- e. Temporary Assignment/Special Assignment Pay earned is not reportable to CalPERS.
- f. Pay differentials held prior to the Temporary Assignment/Special Assignment will be retained.
- g. Paid leave while on Temporary Assignment/Special Assignment will be paid at the employee's regular rate of pay.

- h. If the employee's regular classification is eligible for overtime and the Temporary Assignment/Special Assignment is for an exempt position, the employee will continue to be eligible for overtime earnings.

4. Coverage for Staff on Temporary Assignment – Up to Twelve (12) Months

- a. Employee must meet the education, training, or experience requirements as determined by the manager and hold required licenses or certifications for the Temporary Assignment/Special Assignment classification.
- b. Length of assignment must meet the minimum criteria as set forth in (A) above and will not exceed twelve (12) months.
- c. Employee will not have full authority or responsibility of the new position and will continue to perform their current duties in addition to the new duties.
- d. Compensation will be at the first step of the salary range of the higher position or 5% above employee's current salary, whichever is higher. If employee is acting for unclassified staff, compensation is 7.5% higher than employee's current salary.
- e. Temporary Assignment/Special Assignment Pay earned is not reportable to CalPERS.
- f. Pay differentials held prior to the Temporary Assignment/Special Assignment will be retained.
- g. Paid time off while on Temporary Assignment/Special Assignment will be paid at the employee's regular rate of pay.
- h. If the employee's regular classification is eligible for overtime and the Temporary Assignment/Special Assignment is for an exempt position, the employee will continue to be eligible to earn overtime.

5. Special Project – Up to Twelve (12) Months

- a. Employee must meet the education, training, or experience requirements as determined by the manager and hold required licenses or certifications for the Temporary Assignment/Special Assignment classification.
- b. Length of assignment must meet the minimum criteria as set forth in (A) above and will not exceed twelve (12) months.
- c. Employee will not have full authority or responsibility of the new position and will continue to perform their current duties in addition to the new duties.
- d. Compensation will be at the first step of the salary range of the higher position or 5% above employee's current salary, whichever is higher.
- e. Temporary Assignment/Special Assignment Pay earned is not reportable to CalPERS.
- f. Pay differentials held prior to the Temporary Assignment/Special Assignment will be retained.
- g. Paid time off while on Temporary Assignment/Special Assignment will be paid at the employee's regular rate of pay.
- h. If the employee's regular classification is eligible for overtime and the Temporary Assignment/Special Assignment is for an exempt position, the employee will continue to be eligible to earn overtime.

B. Assignments shall be made by the appropriate level manager, on a fair and equitable basis. No Temporary Assignment/Special Assignment shall be made that would place the employee above their direct supervisor or manager.

C. Assignments are limited to one level above in the unit's business area's hierarchical structure. If no qualified candidate, by either education, training, experience, or level, is available within the unit or business area, the manager shall assign an appropriate person. In assigning an

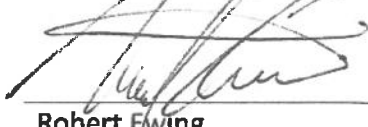
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appropriate person, the manager shall consider attributes such as experience, related knowledge and abilities, past performance, and employee work and career plans.

- D. Valley Water will notify the Union when making a Temporary Assignment/Special Assignment into classes represented by the Union.
- E. Nothing herein shall prohibit the training of an employee in work of a more advanced nature without additional compensation, as long as full duties are not substantially assumed.
- F. Authorization by the Appointing Authority or Chief Executive Officer shall be required for classified employees designated as acting unclassified staff.

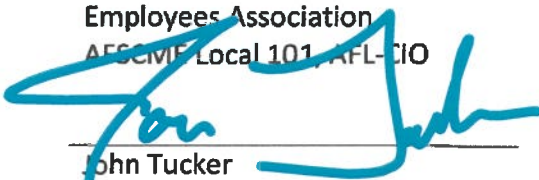
This Agreement serves to amend and modify the 2018-2021 MOU between Valley Water and the Union. The terms of this Agreement are hereby incorporated into the MOU and will be read with and subject to all applicable terms and conditions of employment contained in the MOU.

Authorized Union Representative:



Date: 8/27/19


Robert Ewing  
President  
Employees Association  
AFSCME Local 101, AFL-CIO



Date: 8/31/19

John Tucker  
Business Agent  
AFSCME Local 101, AFL-CIO

Authorized Valley Water Representative:



Date: 8/30/19

Michael Baratz  
Labor Relations Officer  
Santa Clara Valley Water District