

**SIDE LETTER of AGREEMENT****Between****Valley Water****And****AFSCME Local 101, AFL-CIO, Employees Association****Regarding****Probation, Article 12, Section 3**

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 AFSCME Local 101, AFL-CIO, Employees Association (Union), represents final understanding and agreement on the following, effective immediately.

The following language shall be added to the Union's 2018-2021 Memorandum of Understanding, Article 12, Section 3, Probation.

- G. An employee who applies for and accepts a competitive promotion, lateral transfer or voluntary demotion prior to completion of their twelve-month (2,080 hour) initial probationary period will be subject to a new twelve-month (2,080 hour) initial probationary period. The new twelve-month (2,080 hour) initial probationary period will begin on the first day of appointment in the new position. Hours worked during the prior initial probationary period will not count towards the new initial probationary period and employee will not become a regular, non-probationary employee until successful completion of the new initial probationary period. Prior to the expiration of the new initial probationary period, an employee may be released from Valley Water service at any time. Such rejection is not a disciplinary action and may not be grieved.
- H. An employee who has successfully completed their initial probationary period and who is serving a six-month (1,040 hours) promotional probationary period, will be subject to an entirely new six-month (1,040 hours) promotional probationary period if the employee, through a competitive process, applies for and accepts a new promotion, lateral transfer or voluntary demotion. The new six-month (1,040 hour) promotional probationary period will begin on the first day of appointment in the new position. Hours worked during the prior promotional probationary period will not count towards the new promotional probationary period. Until successful completion of the new promotional probationary period, employee may be rejected from probation at any time and will have no right to return to the prior promotional position. In such cases, employee will be returned to the last classification held where probation was successfully completed. Any such rejection from probation is not a disciplinary action and may not be grieved.

**Authorized Union Representative:**

Chris Pilson


President

Employees Association

AFSCME Local 101, AFL-CIO

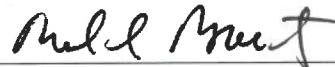
**Date:** 07-21-20

SIDE LETTER of AGREEMENT Between Valley Water and AFSCME, Local 101, AFL-CIO, Employees Association  
Regarding  
Probation, Article 12, Section 3

  
\_\_\_\_\_  
Brian Dane  
Business Agent  
AFSCME Local 101, AFL-CIO

Date: 1/21/20

Authorized District Representative:

  
\_\_\_\_\_  
Michael Baratz  
Labor Relations Officer  
Valley Water

Date: 1-21-2020