

SIDE LETTER of AGREEMENT
Between the
Santa Clara Valley Water District
And the
Employees Association, AFSCME Local 101,
Regarding
Modification to Limited Term Appointment Policy (Ad 2.2.107)

In order to perform the District's responsibility, the Chief Executive Officer is altering the procedures in Ad 2.2.107 as follows:

Enterprise Resource Planning Project (ERP)

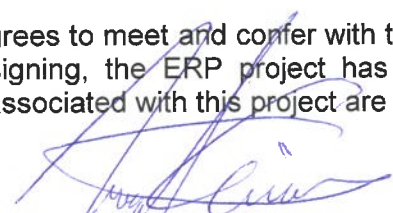
The Santa Clara Valley Water District (District) is undertaking a new project to select and implement a cloud-based ERP system, replace the current out-of-date and out-of-support PeopleSoft application; successfully integrate multiple processes and applications and improve the efficiency, reliability, accuracy and functionality for Finance, Human Resources, Contracts and Procurement business areas, and to re-engineer business processes to ensure that the District takes full advantage of the software's inherent capabilities.

1. In order to implement this project, it will be necessary to assign subject matter experts (SME) to work on the project over the next twelve to twenty-four months (Attachment A).
2. While these SMEs are working on the project, the District will need to hire individuals to a) back-fill the vacated positions of these SMEs, b) meet Unit work requirements that otherwise would be done by the SME's or c) be new limited term positions, dedicated and assigned to this ERP project.
3. Limited term appointments are one method that will be used to accomplish these hiring options. These limited term appointments are "at-will" and may be terminated at any time with or without cause.
4. Limited term appointments will be for the time-period of the project as designated at the time of hire. Such time-period may be adjusted as needed by District management.
5. The District will endeavor to provide a 30-day notice to limited term appointees when their services will no longer be needed due to completion of assignment.
6. Limited term positions will be covered by the Employees Association Memorandum of Understanding (MOU) and eligible for all pay and benefits described in the MOU with the exception of the following Articles and/or Sections:
 - a. Article 3, Section 10: Temporary Promotion Pay
 - b. Article 3, Section 11: Out-of-Class Assignment



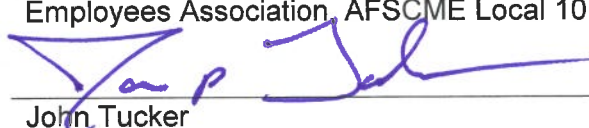
- c. Article 6, Section 4(d): Deferred Compensation. *(Limited term positions may participate in the District's 457 deferred compensation program however they will be ineligible for District matching funds and participation in the District's 401a plan.)*
 - d. Article 8: Leaves of Absence. *(The District will provide leave of absence as required by law under the Family Medical Leave Act (FMLA), California Family Rights Act (CFRA) and Pregnancy Disability Leave (PDL))*
 - e. Article 11: Workforce Development
 - f. Article 12: Employee Performance/Evaluation
 - g. Article 13: Classification
 - h. Article 14: Discipline Process
 - i. Article 16: Layoff
7. Employees hired to fill a limited term position will be precluded from applying for other positions, participating in the District's rotation program and/or requesting an internal transfer or voluntary reassignment at the District and shall be required to sign a written acknowledgement of limited term employment (Attachment B).
8. Development of job postings for the limited term positions will be expedited. Limited term job postings should be clearly marked as such and should be very specific about the assignment so interested candidates have a clear picture of what the assignment entails and the type of experience required and the conditions of employment.
9. If a limited term position covered by this agreement is vacated prior to the end of the specified term, that vacant, limited term position may be filled for the duration of the project as a limited term appointment or a temporary staff hire at the District's discretion.
10. The District agrees to meet and confer with the EA union if after three (3) years from the date of this signing, the ERP project has not reached completion and limited term assignments associated with this project are still in existence at the District.

Authorized Union Representative:




 Robert Ewing
 President
 Employees Association, AFSCME Local 101

Date: 3/14/19



 John Tucker
 Business Agent
 AFSCME Local 101

Date: 3/19/19



 Michael Baratz
 Labor Relations Officer
 Santa Clara Valley Water District

Date: 3-20-19

Authorized District Representative:

ERP Staffing Plan: Limited Term Positions to be Filled

3/14/2019

<i>Work Leader</i>	<i>Program</i>	<i>Backfill for Which Staff</i>	<i>Assigned As</i>	<i>Classification to Fill</i>	<i>Type of Staff</i>	<i>Hiring Mgr</i>
Information Technology: Phuong Trieu						
No Limited Term Positions						
Human Resources: Anna Noriega						
Peggy Donatelli	Benefits	Meena Vandra	Backfill	HR Tech	Limited Term	Nancy Rodriguez, Natalie Vye
"	Recruitment	Gauri Khanna	Backfill	Mgmt Analyst (Recruiter)	Limited Term	Frank David
"	Workforce Dev	Derek Tanguay	Backfill	Mgmt Analyst	Limited Term	Cathy Morrey
"	HR ERP Project	N/A: Assigned to Proj	Project Staff	Mgmt Analyst (Training)	Limited Term	Peggy Donatelli, Cathy Morrey
General Services: Tina Yoke						
Jeff Ham, Tom Esch	Procurement	Elizabeth Millwee	Backfill	Sr Procurement Spec	Limited Term	Jeff Ham
Ingrid Bella	Warehouse	Scott Condon Carmen Torrecillas	Backfill	Sr Inventory Control Tech	Limited Term	Ingrid Bella
Finance: Darin Taylor						
Gloria Del Rosario, Gloria Chou	Grants Payroll	Stephanie Lei Morales Ofelia Hsieh	Backfill for all 4 areas	Accounting Tech	Limited Term	Gloria Del Rosario, Gloria Chou
"	Accounts Pay General Ledger	Christine Hernandez Jimmy Salandanan	Backfill for all 4 areas	Accounting Tech	Limited Term	Gloria Del Rosario, Gloria Chou

ATTACHMENT B

ACKNOWLEDGMENT OF LIMITED TERM EMPLOYMENT

I hereby acknowledge that the position of [] I have applied for and accepted is a position of limited duration which is currently scheduled to end on or before [date].

I acknowledge that District management may modify this end date as needed based upon the business needs of the District or the scheduled completion of the project(s) being supported by the limited term position.

I further acknowledge that I shall not have the right to apply for other positions at the District prior to the successful completion of my limited-term position and that any such applications I submit in violation of this provision may be disregarded by the District.

Date

Printed Name

Signature

