



## SIDE LETTER of AGREEMENT

between the

**Santa Clara Valley Water District (Valley Water)**

and the **Employees Association (EA), AFSCME Local 101**

regarding

**Modification to the Limited-Term Appointment Policy (AD-2.2.107)**

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In order to perform Valley Water's responsibility, the Chief Executive Officer (CEO) is altering the procedures in AD-2.2.107 as follows:

### **Land Surveying and Mapping Unit**

The Land Surveying and Mapping Unit is experiencing a significant increase in requests for land surveying and associated surveying services related to numerous high priority projects, including, but not limited to, Coyote Creek Flood Management Measures Project, Coyote Creek Flood Protection Project and the Anderson Dam Tunnel and Seismic Retrofit Projects. It is estimated that the field surveying and right of way mapping for these various projects will be completed within the next one to five years.

Due to the increased demand for LSMU services, there is an immediate need for two (2) limited-term **Assistant Surveyor** positions.

The terms of this agreement are as follows:

1. For the two (2) limited-term positions identified, recruitment will be both internal and external, concurrently.
2. Development of job postings for the limited-term positions will be expedited. Limited-term job posting shall be clearly marked as such and shall be very specific about the assignment so interested candidates have a clear picture of what the assignment entails, the type of experience required and the conditions and terms of employment.
3. This limited-term positions will be for a period of three (3) years.
4. If the limited-term appointee is internally hired and released from the position prior to the end of the time period, the appointee will be subject to Valley Water's reassignment process and/or appropriate Memorandum of Understanding (MOU) layoff provisions.
5. An internally hired limited-term appointee will be covered by the EA MOU and eligible for all pay and benefits described in the MOU.
6. An externally hired limited-term appointee will be considered "at-will" and may be terminated at any time with or without cause.
7. An externally hired limited-term appointee will be covered by the EA MOU and eligible for all pay and benefits described in the MOU with the exception of the following articles/sections:
  - a. Article 3, Section 10: Temporary Promotion Pay



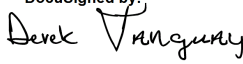
Side Letter of Agreement - Modification to Limited-Term Appointment Policy (AD-2.2.107)

Valley Water & EA

July 27, 2021

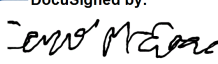
- b. Article 3, Section 11: Out-of-Class Assignment
  - c. Article 6, Section 4(D): Deferred Compensation (*Limited-term appointees may participate in Valley Water's 457 deferred compensation program however they will be ineligible for Valley Water matching funds and participation in Valley Water's 401(a) plan.*)
  - d. Article 8: Leaves of Absence (*Valley Water will provide a 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
8. Valley Water will endeavor to provide a sixty (60) day notice to limited-term appointees when their services will no longer be needed due to completion of assignment.
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 time period as a limited-term appointment or a temporary staff hire at Valley Water's discretion.
10. Valley Water agrees to meet and confer with the Union if after three (3) years from the date of this signed side letter, the need for the limited-term position associated with this program are still in existence.

**Authorized Union  
Representatives:**

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**Date:** 7/27/2021

**Derek Tanguay**  
President  
Employees Association, AFSCME Local 101

DocuSigned by:  
  
D28F43C4D657454...

**Date:** 7/27/2021

**Carol McEwan**  
Business Agent  
AFSCME Local 101

**Authorized Valley  
Water Representative:**

DocuSigned by:  
  
EE64B7D7354D4BE...

**Date:** 7/27/2021

**Bryant Welch**  
Labor Relations Manager  
Valley Water