



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)

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

Community Projects Review Unit (CPRU)

The CPRU administers the Water Resources Protection Ordinance using the Water Resources Protection Manual, reviews land development proposal, environmental documents and technical reports, negotiates the terms and conditions for land use transactions and agreements, and offers technical assistance to land use agencies for applying Guidelines and Standards for Land Use Near Streams. This unit is also responsible for implementing the Underground Service Alert program, and updating maps showing Valley Water land rights and flooding; and disseminating water resources knowledge in response to public inquiries.

Considering the significant increase in requests for this unit, Valley Water has an immediate need to add two (2) limited-term positions to the CPRU (#294). The classification of these two positions will be at the **Engineering Technician II** level.

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 postings 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. These 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.



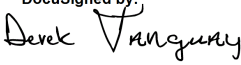
Side Letter of Agreement - Modification to Limited-Term Appointment Policy (AD-2.2.107)

Valley Water & EA

August 19, 2021

- 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
 - 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 with the Union annually, beginning one year from date of signatures below, to assess the position(s) and discuss the viability of continuing in a limited-term capacity or the possibility of conversion to a regular, budgeted position code(s) for the upcoming Fiscal Year budget.
- 11. 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 positions associated with this program are still in existence.

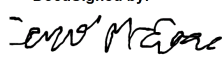
**Authorized Union
Representatives:**

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8/18/2021

Date:

Derek Tanguay
 President, Employees Association, AFSCME Local 101

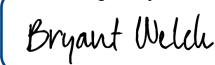
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Date:

Carol McEwan
 Business Agent
 AFSCME Local 101

**Authorized Valley
Water
Representative:**

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8/20/2021

Date:

Bryant Welch
 Labor Relations Manager
 Valley Water