



## **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:

On February 20, 2020, Valley Water received a letter from the Federal Energy Regulatory Commission (FERC) requesting prioritization of the Anderson Dam Seismic Retrofit Project, including the design and construction of a larger, lower-level outlet pipe to provide greater control of the reservoir's water level.

To fulfill FERC's written, project-prioritization request, Valley Water has an immediate need to add the following seven (7) positions to the Construction Services Unit (#351):

- Three (3) Construction Inspectors
- One (1) Chief Inspector
- One (1) Associate Engineer
- One (1) Assistant Engineer
- One (1) Management Analyst

In addition, Valley Water has an immediate need to add the following one (1) position to the Land Surveying & Mapping Unit (#367)

- One (1) Engineering Technician

In order to fulfill these immediate needs, Valley Water shall fill the following four (4) positions via existing, budgeted position codes:

- Chief Inspector
- Associate Engineer
- Assistant Engineer
- Management Analyst;

and Valley Water shall fill the following four (4) positions via Limited-Term Appointments:

- Construction Inspectors (3)
- Engineering Technician

The terms of this agreement are as follows:

1. For the four (4) 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



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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 the time period of the project, as designated at the time of hire, and such time period may be adjusted by Valley Water management, as needed.
4. If the limited term appointee is internally hired and released from the position prior to the end of the project or at the end of the project, 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. If the limited term appointee is externally hired, the position 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
  - 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 project as a limited term appointment or a temporary staff hire at Valley Water's discretion.
10. Valley Water and EA will meet every February (beginning February 2022) to review the progress of the Anderson Dam Retrofit Project as it relates to the creation of these four (4) limited term positions and the terms of this agreement.

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Valley Water & EA  
December 9, 2020

**Authorized Union  
Representatives:**

DocuSigned by:  
*Chris Pilson*  
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**Christina Pilson**  
President  
Employees Association, AFSCME Local 101

**Date:** 12/9/2020

DocuSigned by:  
*Carol McEwan*  
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**Carol McEwan**  
Business Agent  
AFSCME Local 101

**Date:** 12/14/2020

**Authorized Valley  
Water Representative:**

DocuSigned by:  
*Laura Harbert*  
3960C17D8963498...

**Laura Harbert**  
Acting Labor Relations Officer  
Valley Water

**Date:** 12/9/2020