

SIDE LETTER of AGREEMENT
between the
Santa Clara Valley Water District (Valley Water)
and the
Employees Association (EA), AFSCME Local 101
regarding
Grievance Procedure

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.

Valley Water and the Union agree that effective on the date last signed below, Article 15, Section 3, Formal Grievance Procedure in the 2022-2025 Employees Association Memorandum of Understanding (MOU) will be amended and replaced as set forth below.

Section 3. Formal Grievance Procedure

- A. *Step 1.* Within twenty (20) working days of the occurrence or discovery of an alleged grievance, the formal grievance procedure may be initiated by employee or Union filing an appropriate Notice of Grievance form with the Deputy of Human Resources. A copy shall be provided to the Labor Relations Unit and the Union.
1. A meeting with the employee, Union, Labor Relations Unit, the applicable manager, an Appointing Authority within the same Division of the employee, and other applicable parties shall take place for the purpose of attempting to resolve and/or clarify the issues of the grievance within fifteen (15) working days of receipt of the formal grievance.
 2. The Appointing Authority within the same Division of the employee shall issue a decision in writing within fifteen (15) working days of the formal grievance meeting. A copy shall be provided to the Union, grievant, applicable Manager, and Labor Relations Unit.
- B. *Step 2.* Within fifteen (15) working days from the Step 1 decision and with concurrence of the Union, the formal grievance may be submitted as a Step 2 grievance to the Deputy of Human Resources. A copy will be provided to the Labor Relations Unit and the Union.
1. A meeting with the employee, Union, Labor Relations Unit, the applicable manager, an Appointing Authority not within the same Division as the employee, and other applicable parties shall take place for the purpose of attempting to resolve and/or clarify the issues of the grievance within fifteen (15) working days of receipt of the Step 2 formal grievance.
 2. The Appointing Authority not within the same Division as the employee shall issue a decision in writing within fifteen (15) working days of the Step 2 formal grievance meeting. The individual issuing the written decision in Step 2 shall not

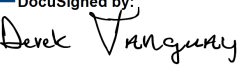
be the same individual that issued the written decision in Step 1. A copy will be provided to the Union, grievant, applicable Manager, and Labor Relations Unit.

3. *Decision/Recommendation.*

If the Union is not satisfied with the decision of Appointing Authority not within the same Division as the employee, the Union may, within fifteen (15) working days after receipt of the Step 2 decision, request in writing that the grievance be referred to an impartial arbitrator.

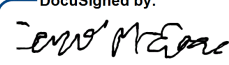
C. All steps of the grievance procedure shall be utilized unless the parties mutually agree to waive one or more steps. If the employee or the Union fails to process a grievance within the specified time limits, the grievance shall be deemed concluded based on the last decision reached. If the District fails to respond within the specified time limits, the grievant may appeal to the next step, within the specified time limits. Time limits in this article may be extended if mutually agreed upon by the parties in writing.

**Authorized Union
Representatives:**

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Date 9/20/2022

Derek Tanguay
President
Employees Association, AFSCME Local 101

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Date 9/21/2022

Carol McEwan
Business Agent
AFSCME Local 101

**Authorized Valley
Water
Representatives:**

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75030BCEAAEA4D0...

Date 9/21/2022

Emily Meeks
Labor Relations Program Administrator
Valley Water

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Bryant Welch
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Date 9/21/2022

Bryant Welch
Labor Relations Manager
Valley Water