

2025 MOU Negotiations

Santa Clara Valley Water District and Engineers Society, IFPTE Local 21

Valley Water to ES Last, Best, and Final Offer Tentative Agreement January 28, 2026

Housekeeping

- Review all language and revise grammar, punctuation, spacing, etc. issues while preserving the original meaning and tone; and change "District" to "Valley Water".
- Incorporate all applicable side letters to MOU.
- Change "Society" to "Union" (including below).

Article 7. Paid Leaves, Section 1. Holidays A.: Add Lunar New Year

Article 5. Benefit Programs, Section 4. Dental A.: ~~Employees enrolled in the Kaiser medical plan will receive vision care coverage as part of their medical plan, subject to premium sharing pursuant to Section 2 A above.~~

Uniform Allowance: Develop side letter to identify eligible classifications by the beginning of FY27.

Clothing allowance of at least \$100 within the first year of the contract. VW to provide email to ES summarizing intent.

Article 1. Recognition

Section 3. Time Off for Representation

B. Society representatives will, unless otherwise noted, be given specified release time for the following:

4. Grievances

- c. ~~Release time will be provided to new stewards to receive training on grievance handling, including observing the actual grievance process.~~

- 5. **Representation**—The Society President and/or a designee will have release time without loss of compensation for the purpose of conducting Society business ~~as specified below~~. Compensated release time shall be limited to formal meetings with ~~District Valley Water~~ Management personnel and the investigation and presentation of grievances. Release time must be scheduled in advance with the President's or designee's supervisor.

Section 10. Orientation

B. For all new hires and transfers into the Society (promotions, demotions, and reclassifications), The District Valley Water will provide the union written notice of the employee's name, employee's number, scheduled start date, position title, position code, unit name, unit number and supervisor within two business days of the completion of the recruitment process. This written notice will be sent via email.

C. The union will be provided with 20 minutes during the new employee orientation meeting to meet with all the newly hired employee(s). The Union will also be provided with 20 minutes for employees newly transferred into a position represented by the Union. Every effort will be made by both parties to meet on the employee's first day. In the event the parties cannot be available, the parties shall be provided the time to meet with the employee(s) within the first week of their start date. The union will have from 8:00 a.m. until 8:20 a.m. on the day of orientation to meet with the employee(s). Under no circumstances will the union continue the meeting with the newly hired employee(s) past 8:30 a.m. If for some reason the union cannot attend the orientation, the Employee Benefits and Recruitment Unit will be notified no later than 8:00 a.m. on the orientation day.

Article 3. Compensation Section 2. Step Placement

B. The first step is the minimum rate and shall be the usual hiring rate for all classes. In cases where it is difficult to secure qualified personnel, or a person of unusual qualifications is employed, the District may authorize appointment at a rate other than the first step. An overall annual review rating of "Needs Improvement" or "Unsatisfactory" will result in the denial of a step increase until the employee's overall performance is rated at least "Achieved" in a future evaluation period. There shall be at least a 5% separation between the base salary of supervisors and their direct reports.

Section 5. Pay Differentials

B. An employee assigned on a continuing, on-going and non-temporary basis to directly supervise (i.e. develop work plans, complete performance evaluations, take disciplinary action) shall receive supervisory differential pay of ~~2.5~~ 3% of the employee's base rate of pay during the period of assignment. Such assignments and approvals are at management discretion and apply prospectively. The differential shall be effective the beginning of the first full pay period after all approvals and shall cease the end of the first full pay period when the required supervision is no longer exercised or approval ceases. For employees satisfying the requirements of this paragraph for supervisory differential pay, such pay will be effective the first full pay period in January ~~2022~~ 2026.

Article 4. Workweek/Overtime/Compensatory Time

Section 2. Compressed Workweek

- A. Current standard work schedules include the 8–9–8 and 5–8 schedules. Upon the recommendation of the Unit Manager and approval of the CEO, other alternate work schedules (e.g. 4-10 schedule) may be established. Prior to establishing any new alternate schedule, ~~the District Valley Water~~ shall give notice to the Society and afford the opportunity to meet and confer.

Section 4. Overtime Meal Allowances

B. Overtime meal allowances for meals are determined by when the meal is earned and are limited as follows:

1. A meal allowance earned between the hours of 12:01 a.m. and 8:00 a.m. shall be paid at the U.S. General Services Administration rate ~~eight dollars (\$8)~~ for breakfast.
2. A meal allowance earned between the hours of 8:01 a.m. and 4:00 p.m. shall be paid at the U.S. General Services Administration rate ~~ten dollars (\$10)~~ for lunch.
3. A meal allowance earned between the hours of 4:01 p.m. and 12 midnight shall be paid at the U.S. General Services Administration rate ~~twenty dollars (\$20)~~ for dinner.

Article 5: Benefit Programs

Section 2: Medical

A.: Incorporate Medical Side Letter

Section 4: Dental (Language clean-up)

- A. ~~The District Valley Water~~ agrees to continue the Delta Dental Plan of California dental coverage for employees and dependents enrolled in the Blue Shield medical plan and pay the premium thereof, including any increases in the cost of premiums which may occur during the terms of this MOU. ~~Employees enrolled in the Kaiser medical plan will receive vision care coverage as part of their medical plan, subject to premium sharing pursuant to Section 2 A above.~~

Article 6. Pension Benefits

Section 4. Deferred Compensation

- ~~B. The Society will have the right to representation on the District's deferred compensation committee.~~
- D. The current maximum deferred compensation amounts ~~allowed by law~~ for the 401a plan ~~is \$58,000~~ and ~~the current maximum amount of deferred compensation allowed by law~~ for the 457 b plan ~~is \$19,500 for those under 50 and \$27,000 for those over 50~~ shall be the maximum amount allowable by IRS limits. Both plans are subject to change per IRS rules. Valley Water will provide employees with this information annually.

Article 7. Paid Leaves

Section 8. Sick Leave Donation Program

B. Recipient

2. Must be on an approved medical leave of absence lasting more than ~~thirty (30)~~ twenty five (25) calendar days.

Section 14. Exempt Leave

Exempt leave of 20 hours annually shall be credited to each exempt employee of the Engineers Society, effective the first pay period in July of each year. Upon change to a classification not represented by the Society, all remaining exempt leave shall be paid out at the Society salary rate during the final applicable pay period.

Article 8. Leaves of Absence

Section 2. Medical Leave of Absence

D. An employee is required to utilize all available sick leave for the duration of the medical leave of absence or until exhausted. Notwithstanding the foregoing, if an employee has reached the maximum vacation total, they may elect to utilize their vacation accrual amount prior to the use of sick leave. Use of other accrued time may be used at the employee's option.

Article 9. Reimbursements

Section 1. Tuition Reimbursement

- C. Upon approval of a course **or exam**, and completion with a passing grade of C or better (Pass in the cases where only Pass/Fail is given) the employee will be reimbursed the cost of the tuition and other costs such as laboratory fees and assigned textbooks. Total tuition reimbursement shall not exceed \$3,500 in a fiscal year. No unpaid balances over the maximum will be carried forward to the next fiscal year.

Section 4. Safety Shoes/Glasses

B. All employees are required to wear footwear appropriate to duties of their class. Employees whose job duties require safety shoes, will be reimbursed up to ~~three two~~ hundred and twenty five dollars (\$~~225~~300.00) of the cost of safety shoes once yearly (calculated from the date of purchase), provided the shoes meet safety standards which are approved by the District and are purchased pursuant to the "Personal Protective Equipment" procedure. In addition, safety shoes for which the District has reimbursed the employee must be worn on the job.

Article 10. Hiring/Employment

Section 3. Rotation

B. Rotation is mandatory for employees appointed at the Assistant I classes. The rotation for the Assistant I class, should occur after completion of probation and before attainment of Assistant II class. Delays in mandatory rotation will not preclude attainment of the Assistant II class.

Article 16. Collaborative Efforts

A. The parties have established various collaborative committees and councils. Society representation will continue including, but not limited to, the following:

3. Deferred Compensation Committee: Valley Water will include up to two Society members on Valley Water's Deferred Compensation Committee in accordance with Valley Water's Human Resources Management Deferred Compensation Plan Work Instruction W-621-003.

For Engineers Society:

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Katie Muller, Co-Chief Negotiator, President

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For Santa Clara Valley Water District:

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