

**2025 MOU Negotiations
Santa Clara Valley Water District and
Employees Association, AFSCME Local 101**

**Tentative Agreement
January 26, 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". Incorporation of all applicable side letters created during the course of the 2022-2025 contract.

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

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 Valley Water 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

J. Incumbents in the classes of Water Measurement Technician II, Water Measurement Technician III, and/or Senior Water Measurement Technician who obtain, maintain, and use in the regular course of their duties a valid certification as a backflow tester shall be compensated at a rate of two and one-half percent (2.5%) higher than that to which they are normally entitled.

1. Within the current District-established guideline of a maximum of ~~three~~ five (53) Water Measurement Technicians eligible for backflow certification differential, the District has the option to specifically recruit for backflow certification within the above-mentioned classes and retains discretion to modify the staffing guideline if justified by future business needs and after consultation with the Union.

K. Upon written approval of the Appointing Authority and the Deputy of Human Resources, an employee in a budgeted position in the class of Program Administrator shall receive a differential of ~~two and one-half~~ three percent (2.53%) (i.e., equivalent to one salary range) in base salary when assigned on a continuing basis to provide direct supervision (i.e., develop work plans, complete performance evaluations, take disciplinary action) to one or more full-time equivalent (FTE) employees in budgeted positions. 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.

Q. The Union and the District agree that upon written approval of the Appointing Authority and the Deputy of Human Resources, positions in the following classes will be eligible to receive a Supervising Differential of 2.5.3% when assigned, on a continuing basis, to provide direct supervision to two or more full-time equivalent employees in budgeted positions.

- | | |
|---------------------------------|---|
| 1. Senior Accountant | 6. Senior Real Estate Agent |
| 2. Senior Biologist | 7. Senior Water Conservation Specialist |
| 3. Senior Chemist | 8. Senior Management Analyst |
| 4. Senior Environmental Planner | <u>9. Senior Accounting Systems Analyst</u> |
| 5. Senior Microbiologist | <u>10. Senior Environmental, Health & Safety Specialist</u> |

The incumbent must attend supervisor training as designated by management. If management withdraws the supervisory responsibility, the differential will be removed. The differential is not eligible for retroactivity.

R. Incumbents in the Maintenance Worker I/II/III/Senior, Engineering Tech II, Field Construction Supervisor, and Field Operations Administrator classifications who are assigned to work directly and exclusively with the encampment cleanup crews as part of the Good Neighbor Encampment Clean Up Project, shall be compensated five percent (5%) higher than that to which they are otherwise entitled.

The five percent (5%) differential shall only be applied when the incumbents are solely performing cleanup of encampment generated trash, debris, and hazardous pollutants near waterways or on Valley Water property. Duties will include ensuring proper disposal of hazardous materials as established by Valley Water guidelines. Duties will also include working with and directing the work of various contract crews and skilled laborers during encampment cleanup activities; identifying, collecting, and cataloguing personal property during encampment cleanup activities; identifying biohazardous waste and working with agency/vendor to properly dispose; and maintaining appropriate records and photo documentation of encampment cleanup activities.

Section 12. Organizational Performance Incentive

The parties recognize the need to provide incentives to improve organizational performance with the goals of creating a more cost conscious work force; realizing savings bringing increased focus on team and/or organizational rewards; and improving management of expenditures. The District, at its sole discretion, may continue to offer such programs as ~~the On-the-Spot Awards (FLOW)~~, the Recognition Awards Program and Service Awards.

Article 4. Workweek/Overtime/Compensatory Time

Section 2. Work Schedules

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

Section 5. Overtime Meal Allowances

B. 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 ~~thirteen dollars (\$13)~~ 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 ~~fifteen dollars (\$15)~~ 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-five dollars (\$25)~~ for dinner.

Section 7. Fatigue Time

A. If an employee works four (4) or more continuous hours of overtime with less than an nine eight (98) hour rest period before their next regular scheduled work shift, they shall receive fatigue time subject to the provisions of this Ssection. The purpose of fatigue time is to allow an employee an eight nine (98) hour rest period before requiring them back to work. The employee will not lose the regular work pay they would otherwise be entitled to. A maximum of eight nine (98) hours of fatigue time is allowed.

EXAMPLE: An employee whose normal start time is 8 a.m. works four (4) hours continuous overtime from 10 p.m. until 2 a.m. Since there are only six (6) hours between the end of the overtime worked and the start of the normal shift, the employee is eligible for two three (32) hours of fatigue time. The employee may arrive at work at 110 a.m. and can code the threewe (32) hours missed (8:00 a.m.–110:00 a.m.) to fatigue time and receive the normal full day's pay.

Article 5. Benefit Programs

Section 12. Benefits Handbook Guide

The District's Benefits Handbook Guide, describing the employee benefit plans, will be made available to employees.

Article 6. Pension Benefits

Section 4. Deferred Compensation

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 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. Uniforms

The District will provide a uniform allowance of \$~~390~~³⁵ per fiscal year in accordance with the District's Warehouse Material Request Instructions Including Uniforms work instruction document W-741-023. Classifications eligible for this allowance are listed below. It is understood that receipt of a uniform allowance requires that the employee must wear the uniform at all times when they are in the field, including a shirt that identifies the District. The maximum allowable dollar amount for an individual pair of work pants shall be \$75.00.

Real Estate Agent I/II

Senior Environmental, Health & Safety Specialist – EH&S Unit

Program Administrator – Security Unit

Senior Management Analyst – Security Unit

Security Technician – Security Unit

Program Administrator – Laboratory Services Unit

Section 2. 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 for up to ~~two~~ three 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 Policy and Procedure. In addition, safety shoes for which the District has reimbursed the employee must be worn on the job. The District shall reimburse two hundred and ten dollars (\$210.00) contribution for prescription safety glasses for those employees whose job duties are found to require such equipment. Prescription glasses must be purchased pursuant to the Personal Protective Equipment Policy and Procedure.

For Employees Association:

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Robert Ewing, Co-Chief Negotiator, President

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For Santa Clara Valley Water District:

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