

**2025 MOU NEGOTIATIONS  
Coalition Bargaining Table**

**Santa Clara Valley Water District  
and  
Employees Association, AFSCME, Local 101  
Engineers Society, IFPTE, Local 21  
Professional Managers Association, IFPTE, Local 21**

**Package Tentative Agreement  
pursuant to Package Tentative Agreement 12/17/25**

**I. Term**

Term: Four (4) years: January 1, 2026 – December 31, 2029

*A. Employees Association (EA), Article 27*

This MOU shall become effective January 1, 202~~6~~<sup>2</sup> and shall remain in effect through December 31, 202~~9~~<sup>5</sup> and from year-to-year thereafter unless either party serves written notice on the other of its desire to terminate this MOU or amend any provision thereof at least one hundred twenty (120) days prior to December 31, 202~~9~~<sup>5</sup>, or one hundred twenty (120) days prior to December 31 of any successive year.

*B. Engineers Society (ES), Article 25*

~~A.~~ This MOU shall become effective January 1, 202~~6~~<sup>2</sup>, and shall remain in effect through December 31, 202~~9~~<sup>5</sup>, and from year to year thereafter unless either party serves written notice on the other of its desire to terminate this MOU or amend any provision thereof at least one hundred twenty (120) days prior to December 31st of any successive year.

*C. Professional Managers Association (PMA), Article 24*

This MOU shall become effective January 1, 202~~6~~<sup>2</sup>, and shall remain in effect through December 31, 202~~9~~<sup>5</sup>, and from year-to-year thereafter unless either party serves written notice on the other of its desire to terminate this MOU or amend any provision thereof at least one hundred-twenty (120) days prior to December 31st of any successive year.

**II. Across the Board Salary Adjustments (Article 3, Section 1.A.)**

**A. EA**

A. Across the Board Salary Adjustments (ABSA) will be effective as follows:

**B. ES and PMA**

A. Across the board Cost of Living Adjustments will be made as follows:

Pay-Period 14	Pay-Period 14	Pay-Period 14	Pay-Period 14
Year 2022	Year 2023	Year 2024	Year 2025
3.0%	3.0%	3.0%	3.0%

<u>Year</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
<u>Pay Period</u>	<u>14</u>	<u>14</u>	<u>14</u>	<u>14</u>
<u>Adjustment</u>	<u>4.5%</u>	<u>4.0%</u>	<u>3.5%</u>	<u>3.0%</u>

**III. One-Time Payment**

**A. All Employees:**

One-time \$2,000 lump sum payment to all Classified employees employed on January 1, 2026, who then have the ability/option to modify their deferred compensation election to have this payment go to deferred compensation.

**B. PEPRA Employees:**

One-time \$1,000 lump sum payment to all PEPRA employees employed on January 1, 2026, who then have the ability/option to modify their deferred compensation election to have this payment go to deferred compensation.

~~All employees covered by the 2.0% @ 62 (2.5% @ 67) PEPRA retirement formula shall receive a one-time lump sum and non-PERSable payment of \$1,000 the first full pay period in January 2022.~~

~~All employees whose position mandated that they report to work onsite (i.e. did not telework) at least 50% of the time during March 1, 2020 to May 30, 2021 of the COVID-19 pandemic shall receive a one-time lump sum and non-PERSable payment of \$1,000 the first full pay period in January 2022.~~

**IV. Deferred Compensation (Article 6, Section 4.C):**

Increase maximum Valley Water match of employee contributions to Section 401(a) deferred compensation for employees employed on January 1, 2026 as follows:

A. *PMA*: Increase from \$3,000 to \$4,300 per calendar year

~~The District~~Valley Water agrees to match up to the first ~~four~~ ~~three-~~thousand ~~three hundred (3,000~~~~\$4,300)~~ dollars contributed in a calendar year by an employee to a ~~District~~Valley Water approved deferred compensation plan. The match payments will be contributed to the employee's 401(a) account.

B. *EA*: Increase from \$1,800 to \$3,100 per calendar year

~~For the term of this contract, which expires on December 31, 2025, t~~The ~~District~~Valley Water agrees to match up to ~~the amount outlined in the Engineers Society MOU or the first three thousand one hundred~~~~eight~~ hundred ~~(\$1,800~~~~\$3,100)~~ dollars, ~~whichever amount is greater, contributed in a per~~ calendar year ~~by an employee to a Valley Water approved deferred compensation plan~~. The match payments will be contributed to the employee's 401(a) account.

C. *ES*: Increase from \$1,800 to \$3,100 per calendar year

~~The District~~Valley Water agrees to match up to the first ~~three thousand one hundred~~~~eighteen hundred (1,800~~~~\$3,100)~~ dollars contributed in a calendar year by an employee to a ~~District~~Valley Water approved deferred compensation plan. The match payments will be contributed to the employee's 401(a) account.

**V. Annual Holiday Closure:**

New: EA MOU Article 7, Section 14, ES MOU Article 7, Section 15, PMA MOU Article 7, Section 14:

A. Each calendar year, beginning in 2026, Valley Water will observe a holiday closure under which all non-essential Valley Water operations will close

on non-holiday workdays falling on December 24<sup>th</sup>, 26<sup>th</sup>, 27<sup>th</sup>, 28<sup>th</sup>, 29<sup>th</sup>, 30<sup>th</sup> and 31<sup>st</sup>.

B. The Appointing Authorities shall identify the essential employees that will be required to work their regular schedules. These essential employees shall be notified no later than thirty (30) calendar days prior to December 24th each calendar year that they are deemed essential and required to work their regular schedules.

A-C. All other employees (“non-essential employees”) shall take the applicable holiday closure days off that fall on the employees’ regularly scheduled workdays. Such employees may use accrued leave hours other than Sick Leave and/or eligible hours pursuant to the Sick Leave Conservation Program requirements to remain in a paid status.

1. As an exception to the above requirement precluding use of Sick Leave hours during the annual holiday closure, employees may, for the December 2026 holiday closure only, use up to one day of Sick Leave.
2. If an employee does not have sufficient accrued leave hours other than Sick Leave to remain in a paid status during the applicable holiday closure, the employee may request in writing to borrow from their next calendar year’s leave accruals which may be used to remain in a paid status during the holiday closure. Employees will be allowed a reasonable number of pay periods as established by the program in the next calendar year to re-pay the borrowed leave hours.

a. Employees that leave Valley Water employment prior to re-paying all borrowed leaves shall have the value of the owed leave hours deducted from their final paycheck. Employees shall be required to indicate their agreement with this requirement in writing as established by the program.

3. Non-essential employees also may choose to take holiday closure hours as unpaid, whether or not they have accrued leaves.
  - a. Initial probationary employees (i.e., new hires) taking holiday closure hours as unpaid shall continue to accrue

applicable leaves and be entitled to all other benefits to the same extent as if they had remained in a paid status.

b. All other employees, including non-initial probationary employees (i.e., regular employees) taking holiday closure hours as unpaid shall accrue pro-rated leaves.

## **VI. Medical Cash-In-Lieu:**

Amend EA, ES, PMA Article 5, Section 2 as follows:

### *A. Section E: (modified) Dependent of Valley Water Employee*

E. A current Valley Water District employee who chooses to be covered as a dependent under another current Valley Water District employee's plan rather than opting for coverage as a primary beneficiary, will receive an in-lieu payment equivalent to 50% of the cost of the least expensive single coverage plan which is taxable income.

F1. Such Valley Water District employees are eligible to enroll in any plan in the event one spouse or partner leaves Valley Water the District, or a change in their marital/partnership status occurs.

~~F. G. Upon retirement, such employees would have the same rights to medical benefits as other employees. Retirees ineligible for Medicare will be offered the same plans as current employees. Retirees eligible for Medicare (i.e. 65+ years) will be offered a plan compatible with Medicare with benefits and cost equivalent to current employees.~~

### *B. Section G: (new) Dependent on another Affordable Care Act compliant group health insurance*

~~F. G.~~ Effective the first full pay period in January 2027, and each year thereafter, current Valley Water employees, that for the applicable calendar year demonstrate coverage by other Affordable Care Act compliant group health insurance, may waive Valley Water medical coverage (opt out) and receive a cash payment each pay period equivalent to 50% of the cost of the least expensive single coverage plan offered to Valley Water employees. Such cash payments are taxable income. Employees must demonstrate this qualifying coverage each year by completing a benefits waiver form. Such Valley Water employees are eligible to enroll in any plan in the event they no longer are eligible to remain on

the group health insurance relied upon to opt out of Valley Water medical coverage.

C. *Section H: (new) Open Enrollment*

G. H. Employees who waive Valley Water medical coverage consistent with Section 2.E. or 2.G.F. above shall have the opportunity each year in open enrollment to choose whether to opt out of or enroll in Valley Water medical coverage for the following calendar year.

**VII. Parental Leave**

Amend Article 8, Section 4.C as follows:

An employee is eligible for four days of paid parental leave. After which, aAn employee is required to utilize all available sick leave during the period of disability of the parental leave of absence. Use of other accrued time for parental leave, or use of sick leave for parental leave subsequent to the period of parental disability, may be used at the employee's option.

**VIII. Sick Leave Donation Program:**

Amend/expand the sick leave donation eligibility criteria in Article 7, Section 8.B.2 (EA and ES) and Article 7, Section 9.B.2 (PMA) as follows:

B. Recipient

2. Must be on an approved medical leave of absence lasting more than twenty-five~~thirty~~ (25~~30~~) calendar days or be on approved Parental Leave under Article 8. Section 4 lasting more than twenty-five (25) calendar days.

**IX. Sick Leave Conservation Program:**

A. EA - Amend Article 7, Section 7 (EA) as follows:

The Union and the DistrictValley Water, in an effort to provide employees with an incentive to conserve sick leave, have agreed to the following:

1. ***Payoff Provision***

a. At the end of Pay Period No. 26 of each year, all employees with a minimum of one (1) year of service who have used no more than twenty-seven (27) hours (exclusive of non-deductible bereavement leave) of sick leave during the preceding twelve (12) month period may convert up to twenty-four (24) additional hours of accumulated sick leave in eight (8) hour increments, to cash equal to the number of sick leave hours converted, multiplied by the employee's normal hourly rate. Employees in a part time status or on leave of absence during the eligibility period will have their hours pro-rated.

b. In the alternative to Paragraph 1.a. above, and beginning with the 2026 election period, at the end of Pay Period No. 24 of each year, all employees with a minimum of one (1) year of service who meet the eligibility requirements of the Sick Leave Conservation Program may elect to convert up to twenty-four (24) hours of accumulated sick leave to vacation hours for use during the annual holiday closure, beginning with the closure starting in December 2027. Employees in a part-time status or on a leave of absence during the eligibility period will have the converted hours pro-rated.

c. The employee must have been in paid status for the full twelve (12) month period.

d. Any sick leave used for bereavement purposes shall not be charged against the employee's sick leave conservation hours.

e. Payment under Paragraph 1.a. above shall be made in Pay Period 06, following the eligibility period.

B. *ES – Amend Article 7, Section 7 (ES) as follows:*

The Society and ~~the District~~Valley Water, in an effort to provide employees with an incentive to conserve sick leave, have agreed to the following:

**1. Payoff Provision**

a. At the end of Pay Period 26 of each year, all employees with a minimum of one (1) year of service who have used no more than twenty-seven (27) hours (exclusive of non-deductible bereavement leave) of sick leave during the preceding twelve (12) month period may convert up to

twenty-four (24) additional hours of accumulated sick leave in eight (8) hour increments, to cash equal to the number of sick leave hours converted, multiplied by the employee's normal hourly rate. Employees in a part time status or on leave of absence during the eligibility period will have their hours pro-rated.

b. In the alternative to Paragraph 1.a. above, and beginning with the 2026 election period, at the end of Pay Period No. 24 of each year, all employees with a minimum of one (1) year of service who meet the eligibility requirements of the Sick Leave Conservation Program may elect to convert up to twenty-four (24) hours of accumulated sick leave to vacation hours for use during the annual holiday closure, beginning with the closure starting in December 2027. Employees in a part-time status or on a leave of absence during the eligibility period will have the converted hours pro-rated.

c. The employee must have been in paid status for the full twelve (12) month period.

d. Payment under Paragraph 1.a. above shall be made in Pay Period 06, following the eligibility period.

C. *PMA – Amend Article 7, Section 8 (PMA) as follows:*

The Union and ~~the District~~ Valley Water, in an effort to provide employees with an incentive to conserve sick leave, have agreed to the following:

**1. Payoff Provision**

a. At the end of Pay Period 26 of each year, all employees with a minimum of one (1) year of service who have used no more than twenty-seven (27) hours (exclusive of non-deductible bereavement leave) of sick leave during the preceding twelve (12) month period may convert up to twenty-four (24) additional hours of accumulated sick leave in eight (8) hour increments, to cash equal to the number of sick leave hours converted, multiplied by the employee's normal hourly rate. Employees in a part time status or on leave of absence during the eligibility period will have their hours pro-rated.

b. In the alternative to Paragraph 1.a. above, and beginning with the 2026 election period, at the end of Pay Period No. 24 of each year, all employees with a minimum of one (1) year of service who meet the eligibility requirements of the Sick Leave Conservation Program may elect to convert up to twenty-four (24) hours of accumulated sick leave to vacation hours for use during the annual holiday closure, beginning with the closure starting in December 2027. Employees in a part-time status or on a leave of absence during the eligibility period will have the converted hours pro-rated.

c. The employee must have been in paid status for the full twelve (12) month period.

d. Payment under Paragraph 1.a. above shall be made in Pay Period 06, following the eligibility period.

**X. Retiree Medical:**

A. EA

EA Article 6, Section 2.J:

~~The retiree health benefits provided to eligible District retirees will be the same health benefits that the District provides its active regular full time employees. Retirees ineligible for Medicare will be offered the same plans as current employees. Retirees eligible for Medicare (i.e. 65+ years) will be offered a plan compatible with Medicare with benefits and cost equivalent to current employees.~~ Except as noted below, retiree premium sharing will be based on the premium sharing percentage required of active employees on the same premium amounts that apply to the medical plans for active employees, or retiree rates, whichever is less. Retiree premium sharing shall not apply to employees hired by ~~the District~~ Valley Water prior to December 30, 2006.

B. ES

ES Article 6, Section 2.K:

~~The retiree health benefits provided to eligible District retirees will be the same health benefits that the District provides its active regular full time employees. Retirees ineligible for Medicare will be offered the same plans as current employees. Retirees eligible for Medicare (i.e. 65+ years) will be offered a plan compatible with Medicare with benefits and cost equivalent to current employees.~~ Except as noted below, retiree premium sharing will be based on the premium sharing percentage required of active employees on the same premium amounts that apply to the medical plans for active employees, or retiree rates, whichever is less. Retiree premium sharing shall not apply to employees hired by ~~the District~~Valley Water prior to December 30, 2006.

C. PMA

PMA Article 6, Section 2.I:

~~Retirees ineligible for Medicare will be offered the same plans as current employees. Retirees eligible for Medicare (i.e. 65+ years) will be offered a plan compatible with Medicare with benefits and cost equivalent to current employees. The retiree health benefits will be the same health benefits that the District provides its active regular full time employees.~~ Except as noted below, retiree premium sharing will be based on the premium sharing percentage required of active employees on the same premium amounts that apply to the medical plans for active employees, or retiree rates, whichever is less. Retiree premium sharing shall not apply to employees hired by ~~the District~~Valley Water prior to December 30, 2006.

**XI. Incorporate signed tentative agreements**

Medical Leave of Absence: Clarify approvals language

Family Care Leave of Absence: Clarify approvals language

Personal Leave: Increase from 24 hours to 27 hours

Bereavement Leave: Increase number of paid bereavement leave days from 3 days to 4 days paid

Reproductive Loss: 4 paid bereavement days, 1 additional day of unpaid leave for total of 5 days

Sick Leave: Allow bereavement of a relative that is not part of immediate family to be covered by up to 3 days of sick leave.

Sick Leave: Strike conflicting language from ES and PMA MOUs restricting use of sick leave for family members to match EA.

Sick Leave Donation Program: Allow employees to keep 40 hours of vacation leave and still be eligible for sick leave donation program.

Tuition Reimbursement: Increase maximum reimbursement for approved tuition and education expenses from \$3,500 to \$4,000 per fiscal year

Overtime / Comp time: Remove the requirement for employees to have to use all compensatory time off prior to using vacation

***All other Valley Water and Coalition proposals withdrawn.***

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**For Employees Association:**

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*Robert Ewing*

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Robert Ewing, Co-Chief Negotiator, President

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*Gary Ferraris*

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Gary Ferraris, Co-Chief Negotiator, AFSCME Local 101

**For Engineers Society:**

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Katie Muller, Co-Chief Negotiator, President

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*Stanley Young*

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**For Professional Managers Association:**

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Jonathan Burgess, Co-Chief Negotiator, President

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Stanley Young, Co-Chief Negotiator, IFPTE Local 21

**For Santa Clara Valley Water District:**

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Edward Kreisberg, Co-Chief Negotiator

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