

**BOARD OF DIRECTORS  
SANTA CLARA VALLEY WATER DISTRICT**

**RESOLUTION NO. 24-**

**A RESOLUTION APPROVING THE TERMS OF THE SIDE LETTER AGREEMENT TO THE MEMORANDA OF UNDERSTANDING BETWEEN THE SANTA CLARA VALLEY WATER DISTRICT AND THE EMPLOYEES ASSOCIATION (EA) AFSCME LOCAL 101, THE ENGINEERS SOCIETY (ES) IFPTE LOCAL 21, AND THE PROFESSIONAL MANAGERS ASSOCIATION (PMA) IFPTE LOCAL 21 FOR THE PERIOD OF APRIL 1, 2024 THROUGH DECEMBER 31, 2025**

WHEREAS, on November 23, 2021, through Resolutions 21-93 (EA), 21-94 (ES), and 21-95 (PMA), the Santa Clara Valley Water District previously entered into a Memorandum of Understanding with respective Bargaining Units for the period of January 1, 2022, through December 31, 2025; and

WHEREAS, at its regular meeting of April 9, 2024, the Board approved the terms of a side-letter agreement between Valley Water and its three bargaining units Employees Association – AFSCME Local 101, Engineers Society – IFPTE Local 21, and Professional Managers Association – IFPTE Local 21 to amend Article 5, Section 2, Subsection A of the January 1, 2022-December 31, 2025 Memoranda of Understanding with the respective bargaining units by changing Valley Water’s payment of employee medical coverage from 85% to 100% effective April 1, 2024.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District does hereby:

1. Approve a modification of medical benefits effective April 1, 2024, such that employees will pay 0% and Valley Water will pay 100% of the cost of the medical premium; coverage will be for all employees and their dependents, including domestic partners; And no special enrollment period will be opened in 2024; and
2. Adopt the Resolution approving the terms of the side letter agreement to the Memorandum of Understanding between the Santa Clara Valley Water District and the Employees Association – AFSCME Local 101, Engineers Society – IFPTE Local 21, and Professional Managers Association – IFPTE Local 21 for the period of April 1, 2024 through December 31, 2025;
3. Authorize CEO, or his designee, to Execute Side Letter Agreement to the Memorandum of Understanding between the Santa Clara Valley Water District and Employees Association – AFSCME Local 101, Engineers Society – IFPTE Local 21, and Professional Managers Association – IFPTE Local 21) for the Period of April 1, 2024 through December 31, 2025.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on April 9, 2024:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

---

NAI HSUEH  
Chair, Board of Directors

ATTEST: MICHELE L. KING, CMC

---

Clerk, Board of Directors

# **EXHIBIT A COVERSHEET**

**SIDE LETTER OF AGREEMENT BETWEEN VALLEY WATER AND  
AFSCME LOCAL 101, AFL-CIO, EMPLOYEES ASSOCIATION,  
IFPTE LOCAL 21 AFL-CIO, ENGINEERS SOCIETY, AND IFPTE  
LOCAL 21, AFL-CIO, PROFESSIONAL MANAGERS ASSOCIATION  
REGARDING 2022-2025 MOU | ARTICLE 5. BENEFITS PROGRAMS**

No. of Pages: 2

Exhibit Attachments: Attachment 1: None

**SIDE LETTER OF AGREEMENT**  
between  
**Valley Water**  
and  
**AFSCME Local 101, AFL-CIO, Employees Association,  
IFPTE Local 21 AFL-CIO, Engineers Society, and  
IFPTE Local 21, AFL-CIO, Professional Managers Association**  
regarding  
**2022-2025 MOU | Article 5. Benefits Programs**

---

Following meeting and conferring in good faith, this agreement between Valley Water and AFSCME Local 101, AFL-CIO, Employees Association, IFPTE Local 21 AFL-CIO, Engineers Society, and IFPTE Local 21, AFL-CIO, Professional Managers Association (collectively “Unions”) represents agreement on the following and shall be effective April 1, 2024. The existing Article 5, Section 1, and Article 5, Section 2., A. of the Unions’ 2022-2025 Memorandum of Understanding (MOUs) shall be modified as set forth below. No other section of Article 5. is modified.

**For purposes of this Side Letter Agreement alone, Valley Water and the Unions agree to waive the ten (10) working day notification to employees referenced in Article 5. Benefits Programs, Section 1, Maintenance of Benefits of the 2022-2025 MOUs and highlighted (bold) below:**

“Benefit plans currently in effect will continue during the term of this MOU unless; (1) a benefit plan is canceled by the Plan/Insurer; or (2) a benefit plan is added, deleted, or amended by the District and after consultation with the Union. The District will notify all employees and the Unions of any changes, including, but not limited to, any amendment, deletion, or cancellation of a benefit plan no later than ten (10) working days prior to the effective date of such amendment, deletion, or cancellation.”

**Valley Water and the Unions agree that Article 5. Benefits Programs, Section 2. Medical, Subsection A. of the 2022-2025 MOUs will be updated to read as follows:**

“The District agrees to continue medical coverage at the level provided in this MOU. Effective April 1, 2024, Employees will pay 0% and the District will pay 100% of the cost of the premium. Coverage will be for all employees and their dependents, including domestic partners. No special enrollment period will be opened in 2024.”

**Authorized Union Representatives:**

**Employees Association, AFSCME Local 101, AFL-CIO**

\_\_\_\_\_  
**Robert Ewing**  
President, EA

\_\_\_\_\_  
DATE

\_\_\_\_\_  
**Abdul Johnson**  
Business Agent, EA

\_\_\_\_\_  
DATE

**Engineers Society, IFPTE Local 101**

\_\_\_\_\_  
**Samantha Greene**                      DATE  
President, ES

\_\_\_\_\_  
**Stanley Young**                      DATE  
Representative/Organizer, ES

**Professional Managers Association, IFPTE Local 101**

\_\_\_\_\_  
**Vanessa De La Piedra**              DATE  
President, PMA

\_\_\_\_\_  
**Stanley Young**                      DATE  
Representative/Organizer, ES

Authorized Valley Water Representative:

\_\_\_\_\_  
**Patrice McElroy**                      DATE  
Deputy Administrative Officer  
Human Resources Division

This page intentionally left blank.