

2025 MOU Negotiations

Santa Clara Valley Water District and Professional Managers Association, IFPTE Local 21

Tentative Agreement
January 21, 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 active side letters to MOU.

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

Article 1. Recognition

Section 3. Time off for Representation

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

4. Grievances—

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

Section 10. Orientation

c. The Union will be provided with 20 minutes during the new employee orientation meeting to meet with the newly hired all new hired employee(s). The Union will have from 8:00 a.m. until 8:20a.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. The Union will also be provided with 20 minutes for employees newly promoted or demoted 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 either party cannot be available, the Union shall be provided the time to meet with the employee(s) within the first week of their start date.

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 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 managers and their direct reports.

Section 8. Pay Differentials

Incumbents are eligible for the applicable pay differential as outlined below.

- A. A confidential differential of five percent (5%) of base pay will be paid to employees assigned by management, pursuant to the Employer/Employee Rules.

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 7. Paid Leaves

Section 6. Management Leave

A. Management leave of thirty ~~six~~ two (362) hours per year will be credited at the beginning of Pay Period 14.

B. Management leave must be approved for use in advance by the employee's manager.

C. Employees beginning District-Valley Water employment or returning from unpaid leave after that date shall have a prorated amount of management leave credited to them, computed on a twenty-six (26) pay period basis.

D. Management leave shall not be accumulated from one (1) year to the next. Any management leave remaining to the employee's credit at the end of the pay period prior to that pay period when the next year's management leave is credited shall be lost.

E. Upon change to a classification not represented by PMA, all remaining management leave shall be paid out at the PMA salary rate during the final applicable pay period.

Section 9. 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.

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 4. Safety Shoes/Glasses

B. All employees are required to wear footwear appropriate to the duties of their class. Employees whose job duties require safety shoes, will be reimbursed for up to ~~two three~~ hundred ~~and twenty-five~~ dollars (\$~~225300~~.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 DistrictValley Water and are purchased pursuant to the "Personal Protective Equipment" procedure. In addition, safety shoes for which the District Valley Water has reimbursed the employee must be worn on the job.

For Professional Managers Association:

DocuSigned by:

Jonathan Burgess

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Jonathan Burgess, Co-Chief Negotiator, President

DocuSigned by:

Stanley Young

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Stanley Young, Co-Chief Negotiator, IFPTE Local 21

For Santa Clara Valley Water District:

Signed by:

Anna Lee

5DA512E48E1447E...

Anna Lee, Co-Chief Negotiator

DocuSigned by:

Emily Meeks

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Emily Meeks, Co-Chief Negotiator

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