

SIDE LETTER of AGREEMENT
Between the
Santa Clara Valley Water District
And
AFSCME Local 101, AFL-CIO, Employees Association
Regarding
Article 1, Recognition - 2018-2021 Memorandum of Understanding

Following meeting and conferring in good faith and in accordance with the provisions of State law and Santa Clara Valley Water District (District) regulations, this agreement between the District and AFSCME Local 101, AFL-CIO, Employees Association (Union), represents final understanding and agreement on the following, effective June 27, 2018.

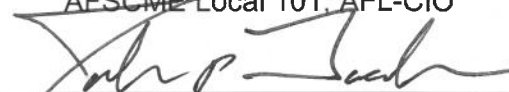
The Union and the District agree that as a result of the Supreme Court Janus v. AFSCME decision on June 27, 2018, the District will no longer collect agency fee dues from non-union member employees. Attached and incorporated into this Agreement, is the revised Article I language from the 2018 – 2021 Memorandum of Understanding (MOU). This language replaces any previous agreed upon language with respect to this Article in the MOU.

Authorized Union Representative:



Ingrid Bella
President
Employees Association
AFSCME Local 101, AFL-CIO

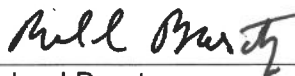
Date: 9-19-18



John Tucker
Business Agent
AFSCME Local 101, AFL-CIO

Date: 9/20/18

Authorized District Representative:



Michael Baratz
Labor Relations Officer
Santa Clara Valley Water District

Date: 9-20-18



ARTICLE I. RECOGNITION

Section 1. Recognition

The Santa Clara Valley Water District ("District") formally recognizes the Union as the majority representative of those classes of employees and units listed in Attachment I, hereto.

Section 2. Dues Check-Off

A. The District agrees to check-off Union dues from member paychecks. Such check-off shall be in uniform amounts and be authorized in writing by the employee on a form supplied by the Union, provided that the employee's earnings are regularly sufficient after other legally required deductions are made to cover the amount of dues check off authorized. Dues withheld by the District will be transmitted to the officer or depository designated by the Union.

~~A-B.~~ The dues transmitted to the Union by the District shall include the names of any employees who did not have dues transmitted for reasons such as the employees having transferred out of the bargaining unit, the employee being on leave, or otherwise being in an unpaid status. The District shall identify the specific reason(s) an employee's dues was not transmitted to the Union.

~~B-C.~~ The Union will supply the District with a certified list of employees -who have # authorized dues and/or PEOPLE deductions and the amounts to be remitted to the #Union. The Union shall send the District an as needed report indicating any changes to membership including new union members, new or adjusted PEOPLE contributors or contribution amounts, and any union members who have dropped their membership and shall no longer have dues withheld. District agrees to supply the Union with a biweekly report of the names and classes of employees who have authorized Union dues check-off]. The District will provide the Union the home address for members ~~and agency fee payers~~ upon request. An employee has the right to file a statement with the District to withhold release of the home address to AFSCME Local 101.

~~C-D.~~ The Union agrees to indemnify, defend, and hold the District harmless from any and all claims, demands, suits, or other action arising from the provisions of this Section or from compliance with employee cancellations of check-off authorizations.

Section 3. Political Payroll Deduction

Any worker may sign and deliver to the ~~Union District~~ an authorization card for payroll deduction of voluntary contributions to Public Employees Organized to Promote Legislative Equality (PEOPLE). The District agrees to remit monthly to the Union all monies deducted for PEOPLE accompanied by a list of employees for whom such deductions have been made. Such authorization may be invoked or revoked in writing by the employee at any time by contacting the union. A copy of such letter shall be provided to the ~~District Union~~ upon receipt by the ~~Union District~~.

Section 4. Union Security

A. **Maintenance of Membership**—Any employee who is a Union member and is tendering dues through payroll deduction as of the date of execution of this Memorandum of Understanding (MOU), or who becomes a Union member during the term of this MOU, shall remain a member and continue dues deduction for the duration of this MOU and each subsequent MOU thereafter. For the period of ninety to seventy (90–70) days prior to the expiration of this or any subsequent MOU, an employee who is a Union member shall have the right to withdraw from the Union by discontinuing dues deduction, such withdrawal to be communicated in writing by the employee to the Union ~~and the District on Form FC 671, on a form provided by the Union~~ during the ninety to seventy (90–70) day period. An employee who moves to a position outside the Union’s bargaining unit shall not be required to continue dues deduction.

~~E. 1. The Union shall hold the District harmless against all claims or other forms of liability that arise out of or by reason of this Union Security section. The Union agrees to indemnify, defend, and hold the District harmless from any and all claims, demands, suits, or other action arising from the provisions of this Section or from compliance with employee cancellations of check-off authorizations.~~

~~B. **Agency Shop**—Pursuant to Section 3502.5 of the California Government Code and amendment to the Meyers–Milius–Brown Act (MMBA), the District and the Union agree to abide by the following provisions as they relate to an agency shop election.~~

~~1. **Agency Shop** as defined under Meyers–Milius–Brown means “an arrangement that requires an employee, as a condition of continued employment, either to join the recognized employee organization, or to pay the organization a service fee in an amount not to exceed the standard initiation fee, periodic dues, and general assessments of the organization.”~~

~~2. Any employee who is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support any public employee organization as a condition of employment. The employee may be required, in lieu of periodic dues, initiation fees, or agency fees, to pay sums equal to the dues, initiation fees, or agency fees to a non-religious, no-labor charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, chosen by the employee from a list of at least three (3) organizations, or if the MOU between the District and the Union fails to designate the funds, then to any such fund chosen by the employee. Proof of the payments shall be made on a monthly basis to the District as a condition of continued exemption from the requirement of financial support to the Union.~~

~~3. Covered employees shall execute written authorization for either Union dues deductions, the agency fee, or, if eligible, the charitable contribution. In the absence of a written authorization, the District shall deduct the agency fee from the employee’s paycheck.~~

~~4. The agency shop provision may be rescinded by a majority vote of all the employees in the unit covered by the MOU, provided that:~~

- ~~a. A request for such a vote is supported by a petition of at least thirty percent (30%) of the employees in the bargaining unit;~~
- ~~b. The vote is by secret ballot; and~~
- ~~c. The vote may be taken at any time during the term of the MOU, but in no event shall there be more than one vote taken during that term.~~
- ~~5. An Agency Shop arrangement shall not apply to confidential or supervisory employees.~~
- ~~6. The Union shall keep an adequate itemized record of its financial transactions and shall make available annually, to the District and to the employees who are agency fee members, within sixty (60) days after the end the calendar year, a detailed written financial report thereof in the form of a balance sheet and an operating fiscal statement, certified as to accuracy by its president and treasurer or corresponding principal officer, or a certified public accountant. For the purposes of distribution, the District will provide the Union with names and addresses of all affected employees.~~
- ~~7. The Union shall indemnify, defend and hold the District harmless against any liability arising from any claims, demands, or other action relating to the District's compliance with the agency shop obligation. The Union shall comply with all statutory and legal requirements with respect to Agency Shop.~~

Section 5. Time Off for Representation

- A. The District will notify the Union when members' participation as volunteers in District directed committees/projects is desired. When requesting Union member participation, District management will provide the Union a description of skills/expertise needed, number of hours anticipated, and duration of service needed, and budget code.
- B. Union representatives may be given specified release time for the following:
 - 1. **Meet and Confer/Consult**—Up to three (3) designated Union members are allowed time off without loss of compensation for purposes of meeting and conferring or meeting and consulting with District representatives on matters within the scope of representation.
 - 2. **Negotiations**—The District will provide release time for up to seven (7) designated Union members for purposes of meeting and conferring on a successor MOU. Release time for up to four (4) additional hours per week shall be granted for bargaining preparation after the commencement of negotiations.
 - 3. **Board Meeting Attendance**—Up to two (2) designated Union representatives are allowed time off without loss of compensation to hear items before the Board of Directors within the scope of representation. A Union representative must notify the Labor Relations Officer before using release time to attend Board meetings.
 - 4. **Meetings of District–Authorized Committees**—Up to three (3) Union representatives are allowed time off without loss of compensation to attend meetings of District–authorized committees when representatives are serving on such committees as a representative of the Union.

5. **Grievances**—One (1) designated Union representative is allowed time off without loss of compensation for purposes of representing an employee in a meeting with District representatives relative to an employee grievance.

a. One (1) designated Union representative is allowed time off without loss of compensation for the purpose of discussing or investigating a grievance with an employee; provided that the District finds there is no undue interruption of the work of either the Union representative or the grievant and both the Union representative and the grievant have notified their respective supervisors of such time off.

b. An employee has the right to discuss a grievance with a Union representative during working hours provided there is no disruption of the workload and the employee has notified and received authorization from the first-line manager/supervisor.

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

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

7. **Release Time**—Union representatives shall notify his/her unit manager/supervisor of his/her intention to be on release time as far in advance as reasonably possible, but no later than the end of normal business hours the day before such meeting except in the case of emergency situations. Union representatives must log the time they leave their work assignments and the time they return to work in order to qualify for compensated release time. Union will provide the District a list of all officers, stewards, and representatives/alternative representatives. Permission to perform Union functions shall not be unreasonably denied.

Section 6. Access to Work Locations

The Union shall have reasonable access to work locations for purposes of processing grievances or concerning matters within the scope of representation provided that the supervisor of such work location is notified prior to entry. Such access shall not interfere with the work process, safety, or security of the work location.

Section 7. Mail/Bulletin Boards

- A. The Union may utilize existing bulletin boards in accordance with existing District procedures, provided posted information relates solely to Union activities and services. The bulletin board shall not be used to post material which endorses or supports political candidates or positions in elections. If no bulletin board exists in one of the below listed work locations, the District shall provide and install a bulletin board provided that the size and location are in accordance with existing District procedures as established by the Facilities Maintenance Unit.

District Locations:

- Santa Teresa Water Treatment Plant – Common Area/Ready Room
- Rinconada Water Treatment Plant – Common Area/Ready Room
- Penitencia Water Treatment Plant – Common Area/Ready Room
- Silicon Valley Advanced Water Treatment Plant – Common Area/Ready Room
- Headquarters Building – Lunchroom
- Administration Building – Near Break Room
- Maintenance Building – Ready Room
- Crest Building – Lunchroom
- Blossom Hill Annex – Near Meeting Room Area
- Coyote Pumping Plant – Shop Area
- Lab – Mailroom
- Vasona Pumping Station – Main Hallway
- Warehouse – Office Area

- B. Further, the Union may use District mail, facsimile, and electronic mail for the distribution of information in accordance with existing District procedures.

Section 8. District Facilities

The Union has reasonable use of District facilities and equipment for meetings in accordance with District policies and procedures.

Section 9. Access to Information

The Union has access to such non-confidential information pertaining to employee relations that is subject to disclosure under the California Public Records Act.

Section 10. Written Notice

A. Written notice of any ordinance, rule, regulation or resolution relating to matters within the scope of representation proposed to be adopted by the Board of Directors or otherwise implemented shall be given to the Union reasonably prior to such action to solicit Union response and to afford an opportunity to meet with the District regarding the issue. In the case of an emergency, when reasonable prior notice is not possible, the District shall provide such notice as soon as possible and an opportunity to meet at the earliest practical time to discuss the issue.

B. Any communication in accordance with Section 10(A) above shall be submitted to the Union President and to the Union office by the District through its Labor Relations Unit.

Section 11. New Hire Information

The Union shall be notified of the name, classification, unit, and work location of all new hires into coded positions in the classifications listed in Attachment I within the first pay period following the new employee's starting date.

Section 12. Orientation

A. The District will provide the Union, on an annual basis, the new hire orientation schedule. If it is later determined that the schedule must be amended, an updated copy will be provided.

B. The District will provide the Union written notice of the employee name, employee 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 twenty (20) minutes during the new employee orientation meeting to meet with the newly hired employee(s). The Union will have from 8:00 a.m. until 8:20 a.m. on the day of the 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.

D. The District agrees to provide the Union with employee contact information for all employees in the bargaining unit by the 10th calendar day of each month. The information that will be provided is as follows:

1. Employee name
2. Employee job title
3. Unit name or department
4. Work location
5. Home address
6. Work phone extension
7. Home or cell phone number (whichever is provided to the District by the employee)

Personal email addresses are not collected or retained by the District therefore, none are available to provide to the Union.

