

Departmental Agreement between Communications
And
SEIU Local 521

SUBJECTS: SHIFT SCHEDULING, SENIORITY, AND TRAINING

I. PREAMBLE

This agreement is made pursuant to the provision of Article 8, Section 8.15 of the Memorandum of Agreement between the County of Santa Clara and Service Employees International Union (SEIU) Local 521, and is applicable to all Communications Dispatchers I, II and III and Senior Communications Dispatchers within the Communications Department. Should SEIU Local 521, cease to represent any of these classifications, this Agreement will remain in force for the rest of the classifications.

II. SENIORITY

- A. Seniority for Communications Dispatcher I, II or III in both full time and split codes is defined as length of continuous service as a Communications Dispatcher I/II/III combined. Seniority for a Senior Communications Dispatcher (Lead) is defined as length of continuous service as a Senior Communications Dispatcher at the Communications Department.
- B. When two or more workers have the same time in class pursuant to Section A, the break in the tie in seniority shall be determined in the following order:
 - 1. Prior continuous service with the County in a coded position, and if still equal,
 - 2. By chance.
- C. Approved leaves of absence will be included in continuous service calculations with the following exceptions:
 - 1. Suspensions
 - 2. Any approved leave over one year
- D. A seniority list shall be established and maintained by the Communications Department; such list shall be posted electronically and on the Dispatch bulletin board. Updating shall be annually on January 15th.
- E. The Communications Department may reinstate a worker within one year, who was terminated for any reason other than discharge for cause, with no loss of previous seniority of the worker. It is understood this seniority retaining privilege may be used one time only for each employee. Seniority does not accrue during time out of County.

III. SHIFT SCHEDULING /BIDDING

- A. A schedule of permanent shifts shall be established including days of work, days off and hours of work. The schedule shall be structured on a non-rotating shift basis with non-rotating days off, except for those Senior (Lead) Dispatchers whose days off may rotate. A dispatcher is not eligible to bid on a shift until they are signed off as a fully qualified dispatcher and have successfully completed their initial employment probationary period. Dispatchers who have their probation extended as a result of a promotion, prior to receiving permanent status in their original classification shall be eligible to bid once the date of their initial probationary period would have concluded.
- B. Annual re-bidding of shifts will be determined by Management with input from the Union based on departmental and staffing needs, and will occur each year. Shifts will be bid by seniority as described in Section II of this document. Each worker in both full time and split codes will have a designated four (4) hour window for bidding for available shifts. The schedule for shift bidding shall be established and published thirty (30) days prior to the beginning of the bid. If the worker fails to bid for a shift during this period the worker will be placed at the bottom of the list pursuant to Section A.
- C. Dispatch Operations currently operates within an approved 4-10 hour work schedule:

A-Shift	2100-0700
B-Shift	0100-1100
C-Shift	0700-1700
D-Shift	1100-2100
E-Shift	1600-0200

- D. Current schedules shall be posted electronically and on the Dispatch bulletin board.
- E. If Management determines that a shift is to be filled, the following procedure will apply:
 - 1. Notice of permanent, new or vacant shift assignments shall be posted electronically and on the Dispatch bulletin board for a minimum of seven (7) calendar days, and workers may bid for them based on seniority.
 - 2. Management shall attempt to notify eligible absent workers during the seven (7) calendar day posting period, who have seniority, to bid successfully on any posted vacancy. In the event such workers cannot be contacted, the Worksite Union Steward shall be notified. Absent senior workers shall have a maximum of fourteen (14) days from the date of

posting to make their bid known to management.

- F. If required to be filled by Management, long-term, temporarily vacant assignments caused by a worker's illness or approved leave of absence (not to include suspensions) which meet the following criteria shall be filled by bid, in order of seniority, by permanent workers, with merit and ability being adequate.
 - 1. The anticipated absence is for thirty-one (31) calendar days or more.
- G. The Department can, based on administrative needs, such as training, emergency coverage or modified duty assignments, temporarily change a 10 hour employee back to a 5/8 plan. The Department will give the 10 hour employee at least one week notice when possible. The Department and employees will not otherwise change shifts or move to or from 5/8 and 4/10 schedules.
- H. Entire Shift "swaps" or changes over thirty (30) calendar days may be made with the approval of Management.

It is agreed that no swaps or changes will be approved if overtime is required.

IV. SPLIT CODES

- A. Three (3) split code classifications are established and are to be maintained by the Communications Department. The split codes are two (2) on Day (C) shift and one (1) on Swing (E) shift. Split codes will be calculated during the shift bid process annually.
- B. Only one (1) split code will be offered up for bid when the department staffing is below 28 fully signed off dispatcher codes.
- C. When staffing is between 29 and 55 fully signed off dispatcher codes then two (2) split codes will be available.
- D. If department staffing is above 56 fully signed off dispatcher codes then all three (3) split codes will be available.
- E. Any split codes not offered up as available per staffing rules outlined in Sections IV B, C and D can be assigned at Management's discretion.
- F. Any vacated split code will be put up for bid according to Section III E, then awarded in order of seniority. If the other half of the split code is not filled then the remaining employee will be allowed to stay in their half code until the next annual bid and the remaining half code will stay unfilled and may be filled at management's discretion. The remaining split code worker will continue to work the agreed upon schedule.
- G. The partners will propose an agreed upon work schedule for their split code, and submit that proposal to their Supervising Dispatcher. Once approved, the schedule may be proposed for change no more than once every six (6)

months. Such proposed change must be agreed upon by the two (2) workers sharing the code and must be approved by the Department before implementing.

- H. If neither party can agree on a schedule, then the schedule of the partner with the most seniority will be implemented for six (6) months, and the schedule of the partner who has lesser seniority will be implemented for the following six (6) months.

V. OVERTIME (Codified in the Department Policy and guidelines)

VI. SPECIAL ASSIGNMENTS

- A. Assignments to special duties or events (e.g. Mobile communication unit, Incident Dispatch Team, WOOC), etc. shall be made by Management based on the worker's ability to perform the function with consideration being given to seniority.
- B. The above assignment may or may not be on an overtime basis.

VII. VACATION (Codified in Department Policies and guidelines)

VIII. TRAINING

- A. Upgrade training from Dispatcher I to Dispatcher II or from Dispatcher II to Dispatcher III will be scheduled when requested by the worker with the approval of the Department. Candidates for upgrade training shall be selected by seniority, merit, and ability being adequate.

Management shall develop and maintain a procedures/Operations training manual for dispatch operations division.

IX. TERM OF AGREEMENT

The term of this agreement will remain in effect until such time that the County or the Union reopen the Departmental Agreement in accordance with Article 8, Section 15 of the Memorandum of Agreement.

Date: 4/18/17

For the County:


Matthew Cottrell

For the Union:

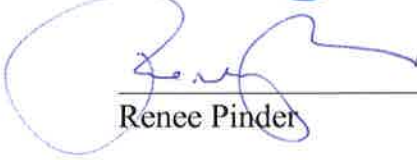

Julie Tran



Jason Bivens



James King



Renee Pinder



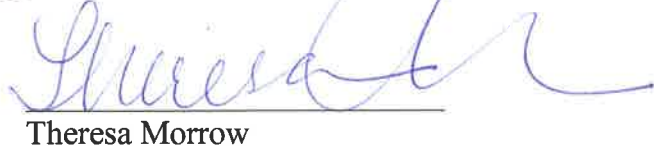
Trisha Adcock




Todd Stotesberry



Christopher Mercado



Theresa Morrow



Rich Jakubowski



Michelle Vandegraaf