

Current Contract

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DEPARTMENTAL AGREEMENT
SANTA CLARA COUNTY - DEPARTMENT OF CORRECTION
AND
LOCAL 715, SEIU

I. Preamble

- A. This Agreement has been negotiated pursuant to Article 8, Section 8.15 of the Memorandum of Agreement between the Local 715, Service Employees International Union and the County of Santa Clara.
- B. This Agreement covers all classifications, present and future, in all bargaining units represented by Local 715, SEIU and employed in the Department of Correction. Should the Union cease to represent a particular classification, the Agreement shall remain in force for the rest of the classifications.
- C. This Agreement supersedes all practices pertaining to all items covered in this Agreement.

II. Seniority ^W

- A. Seniority is defined as paid service in a classified coded position within the Department of Correction, including maternity leave of six months or less, industrial leave, and military leave. Seniority will be maintained but not accumulated for all other unpaid leaves. Original unclassified service shall be counted if permanent status was subsequently attained in classified position. Workers employed by the Office of the Sheriff prior to September 21, 1987, in classifications covered by this Agreement and who continued to be employed by the Department of Correction shall be credited as if the time were spent in the Department of Correction for purposes of items covered by this Agreement.
- B. In cases of exact ties in seniority, workers shall be notified and the tie will be broken by chance.
- C. Department of Correction Personnel shall prepare and maintain a seniority list by classification based on the above seniority definition. A copy of the seniority list shall be provided the Union. The list shall be updated semi-annually. The Union may notify Personnel of any discrepancies within ten (10) work days of receipt of the listing.

III. Work Units

- A. For purposes of this Agreement, work units are as follows:

Custody

Support Assistants

Elmwood

Correctional Center for
Women (CCW)

Main Jail Complex

Elmwood Support Services

Clerical

Admin. Booking

Classification

Fiscal

Administration

Food Services

B. Elmwood Support Services is a separate work unit but Elmwood CSA's have first choice for any provisions of this Departmental Agreement not chosen by CSA's in Support Services. Similarly, CSA's Elmwood Support Services have first choice for any provisions of this Departmental Agreement not chosen by Elmwood. After Elmwood and Support Services have exercised their choices, it then goes by seniority to all other CSA's.

C. During the term of this Departmental Agreement, subject to the provisions of the Master Agreement, the Union will be notified in a timely manner of any contemplated changes to the work units and will be provided with an updated listing. Modification of any work unit shall be subject to the meet and confer process.

IV. Work Assignments

A. New or vacant positions that the department determines to fill, in a given classification shall first be offered to qualified workers inside the work unit in which the vacancy exists, by seniority. If the selection is not made from the work unit, the vacancy will be offered to qualified workers in that classification by seniority in the Department of Correction. Qualifications shall mean skills, abilities, and experience to competently perform the new or vacant work assignment. Management may retain a minimum number of experienced and/or qualified or skilled personnel on a shift. If the Union contests management's determination as to qualifications or a minimum number of personnel of experienced and/or qualified and/or skilled personnel to be retained on a shift, such issues shall be subject to the grievance procedure.

B. For transfer purposes a classified worker can only transfer to a classified position, and an unclassified worker can only transfer to an unclassified position.

C. For purposes of this section, "work assignments" shall mean hours of work, days off and work unit.

V. Work out of Classification

The Department of Correction shall post a work-out-of-classification sign-up by the 10th of each month for the following month. Qualified workers signing the sign-up sheet shall be assigned work-out-of-classification by seniority on a rotating basis. The completed schedule shall be posted by the 15th of the month. Workers who are unable to work the scheduled work-out-of-classification shall have five days after the posting to decline such an assignment.

VI. Overtime

A. The Department of Correction shall post an overtime sheet by the 10th of each month for the following month. Qualified workers signing the sign-up sheet shall be assigned overtime within the work unit and classification by seniority on a rotating basis. The completed schedule shall be posted by the 15th of the month. Workers who are unable to work the scheduled overtime shall have five days after the posting to decline such an assignment.

- B. Unscheduled overtime shall be offered to the worker in the work unit normally performing that activity during the preceding shift by seniority on a rotating basis. Should the worker refuse the overtime assignment, Section VI-A shall apply. Unscheduled overtime shall rotate after each offer is made.
- C. Within any work unit, workers will be allowed to pick two overtime shifts per week. Any additional overtime in that work unit, will then be offered within classification by seniority to the remainder of the Department.

VII. Vacation

- A. Annual vacation sign-ups shall be conducted by the Department of Correction in the month of December for the following year. Management in each work unit will indicate the number of workers being permitted to take vacation during each week of the year. Vacation scheduling will be by worker preference in order of seniority by classification, in minimum blocks of one week. Upon initial sign-up, workers in order of seniority may split their vacation sign-up into two (2) segments, provided that each block shall not be for less than one week. The needs of the Department shall be considered when scheduling time off.
- B. After the initial sign-ups in December have been completed, workers may request remaining available blocks. Such requests shall be based on seniority.
- C. In the event that all workers who were granted a particular vacation period cannot be released, seniority preference shall apply.
- D. Additional vacation time may be taken on an unusual or emergency basis as determined by the appointing authority after due consideration of worker convenience and administrative requirements.

VIII. Holiday

- A. Holiday sign-up shall be conducted by the Department. Holiday assignment shall be solicited thirty (30) days in advance of the holiday. Workers wishing to work the holiday, shall submit such a request in writing to the appointing authority.
- B. The Department will make a reasonable effort to staff each work unit at a minimum level for each holiday. Workers normally scheduled requesting the holiday off will be replaced by qualified workers on the holiday sign-up list. In the event sufficient workers have not signed up by the deadline date, which will be seven days after the posting, the least senior regularly scheduled worker(s) will be assigned to work their regular shift.

"qualified"
trained in position
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IX. Term
The term of this Agreement shall be for a period of twenty-four months to and including February 25, 1996. Thereafter this Agreement shall be continued in full force and effect from year to year thereafter unless notice is given to terminate or amend. Such notice and subsequent negotiations shall be made in accordance with Section 8.15 of the Master Agreement.

Date: 5/17/94

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T. K. Davis

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Bernard F. Gupston
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Mary Ann Center