

**DEPARTMENTAL AGREEMENT  
BETWEEN  
FACILITIES AND FLEET DEPARTMENT  
AND  
SEIU LOCAL 521**

Subjects: Seniority, Work Assignments, Shift Schedules, Holiday Work, Overtime Work, and Vacation Scheduling.

This Agreement is made pursuant to Section 8.15-Departmental Agreements in the Memorandum of Agreement between the County and the Union SEIU Local 521.

I. Preamble

- A. This Agreement covers the classification of Janitor, Utility Worker, Gardener, General Maintenance Mechanic, Electronic Repair Technician, Stationary Engineer, and Senior Stationary Engineer.
- B. In the event that a new classification is created out of any of the above classifications, the new classification will automatically be covered under the provisions of this Agreement unless either party files notice to reopen this Agreement in order to negotiate provisions applicable to that new classification.

II. Seniority

- A. Only for Purposes of this Departmental Agreement - Seniority is defined as date in classification. (Ex. Janitor time 5 years, then OSII for 3 years, then Janitor again for 6 years=11 years seniority for date in Janitor classification.)
- B. Bidding: For purposes of this agreement, seniority preference shall mean giving the first opportunity to the most senior employee, second opportunity to the next most senior, through the seniority list ending at the least senior within the classification. Probationary employees are not included in the bidding process.
- C. Posting of Seniority: Management shall provide current Union Stewards with both a printed and electronic copy of the updated seniority list during the first pay period of January, April, July and October. The Union shall post seniority lists on the Union bulletin board in the below locations:

1555 Berger Drive Building III  
950 San Pedro Modular  
333 West Julian  
Elmwood Shop

III. Work Assignments

A. Departmental Vacancies

When vacancy occurs within the department, the vacancy shall be filled by Management until the next annual bid or rotational opportunity. Management will provide notice of open assignments to the FAF Chief Steward, and the Union will post a notice of open vacancies on the Union information bulletin boards, specified in Section II - Seniority, for a period of 10 working days. Management will provide email notification to all departmental workers with computer access. Employees on vacation or leave will be responsible for arranging a proxy bid, if desired, with the appropriate Union representative.

B. Janitor Assignments

1. Janitors shall be provided an opportunity to bid for work assignments on an annual basis on the third Wednesday of June of each year.
2. Management will notify the Union and will provide work assignments available for the upcoming bid to the Union at least 30 days prior to the bid.
3. Each Janitor closet should have the appropriate assignment summary posted at all times.
4. An employee may be reassigned if necessary because of the elimination of that job assignment. Upon mutual request, management may allow two employees in a given classification to exchange assignments.
5. For purposes of this section, "assignments" shall mean hours of work, days off, and permanent work assignment.

C. Utility Worker Assignments

1. Utility Workers shall be provided an opportunity to bid for work assignments on an annual basis on the third Wednesday of June of each year in order of seniority preference. Management will notify the Union and will provide work assignments available for the upcoming bid to the Union at least 30 days prior to the bid.
2. Utility Worker assignments are floating assignments. These assignments will be divided among specific management staff (Supervisor or Manager).
3. An employee may be reassigned if necessary because of the elimination of that job assignment.
4. Upon mutual request, management may allow two employees in a given classification to exchange assignments.
5. For purposes of this section, "assignments" shall mean hours of work, days off, and permanent work assignment.

D. General Maintenance Mechanic Series and Stationary Engineer Series

1. Named classes above shall be provided an opportunity to bid for work assignments, in odd numbered years, on the third Wednesday of June of each odd numbered year. Management will notify the Union and will provide work

assignments available for the upcoming bid to the Union at least 30 days prior to the bid.

2. A worker is ineligible to work an assignment for more than two consecutive bid cycles, unless by mutual agreement between the County and the Union that the incumbent desires to stay in that position and there are no other eligible workers who want to bid for that assignment.
3. An employee may be reassigned if necessary because of the elimination of that job assignment.
4. Upon mutual request, management may allow two employees in a given classification to exchange assignments.
5. For purposes of this section, "assignments" shall mean hours of work, days off, and permanent work assignment.

E. Electronic Repair Technicians

1. Electronic Repair Technicians shall be provided an opportunity to bid for work assignments on an annual basis on the third Wednesday of June of each year. Management will notify the Union and will provide work assignments available for the upcoming bid to the Union at least 30 days prior to the bid.
2. A worker is ineligible to work an assignment for more than two consecutive bid cycles, unless by mutual agreement between the County and the Union that the incumbent desires to stay in that position and there are no other eligible workers who want to bid for that assignment.
3. An employee may be reassigned if necessary because of the elimination of that job assignment.
4. Upon mutual request, management may allow two employees in a given classification to exchange assignments.
5. For purposes of this section, "assignments" shall mean hours of work, days off, and permanent work location.

IV. Shift Schedules

A. Electronic Repair Technicians, General Maintenance Mechanics, Stationary Engineers, Gardeners, Janitors and Utility Workers shall be assigned to regular shifts with non-rotating days off. Any proposed permanent changes in shift assignments shall be made known to the employees and to the Union by all possible advance notice and if possible twenty (20) working days in advance in accordance with Article 21-Full Agreement of the Union Contract.

B. Temporary changes in shift assignments may be made on the basis of seniority preference, merit and ability being adequate to perform the duties required for up to 20 working days to adjust to any emergency situations and unusual or unexpected workloads.

V. Holiday Work

Stationary Engineers and General Maintenance Mechanics: Holiday work shall be assigned to those employees in that classification who normally perform that function on that day of the week by seniority preference.

July 10, 2012

Whenever possible, attempts shall be made to insure that no employee shall be required to work more than one of the following holidays: Thanksgiving, Christmas, and New Year's Day with the exception of employees working rotating shifts.

VI. Overtime Work

A. On the list of seniority posted, employees shall indicate if they wish to be given the opportunity to work overtime. The list shall be updated the second Wednesday in February and the second Wednesday in August. If an employee refuses 3 consecutive overtime assignments, his/her name will be deleted from the voluntary overtime list for that period.

B. Unscheduled Overtime Opportunities

1. When unscheduled overtime work of less than eight hours falls at the end of a given shift, it shall be offered first to the employee performing the work during the preceding shift, if any.
2. When calling employees for unscheduled overtime work, management shall secondly contact employees assigned within the building/work center by the most seniority. If the need is unfilled, management shall call the most senior employee on the voluntary overtime list, rotating through the entire list with each offer for overtime until the list is exhausted.
3. In the event that no employees in a given class volunteer to be on the above list, or accept the offer of overtime, then overtime work will be assigned rotationally in inverse order of seniority.

C. Scheduled Overtime Opportunities

1. When calling employees for scheduled overtime work, management shall first contact employees assigned within the building by the most seniority. If the need is unfilled, management shall call the most senior employee on the voluntary overtime list, rotating through the entire list with each offer for overtime until the list is exhausted.
2. In the event that no employees in a given class volunteer to be on the above list, or accept the offer of overtime, then overtime work will be assigned rotationally in inverse order of seniority.

VII. Vacation Scheduling

A. Annual Vacation Scheduling shall be by employee preference in order of seniority for each classification. A vacation selection period shall be established during the month of January, allowing a 21 calendar day selection period. Employee selection originally shall be for one continuous period. If an employee fails to request vacation time during that period, that person's name shall be moved to the bottom of the vacation seniority list until the next year.

B. After initial selection by all employees on the seniority list, any remaining vacation periods shall be available by employee preference based on seniority as an additional or split vacation period.

- C. The completed vacation lists shall be distributed to workers within 10 working days from the end of the selection period.
- D. Upon request, management shall, when reasonably possible, allow employees in a given classification to exchange or adjust selected vacation periods.
- E. Additional vacation time may be requested and may be granted as needed for unusual or emergency needs of the employees.

VIII. Term of Agreement

The term of this Agreement will be from July 10, 2012 and shall continue in full force and effect from year to year, unless notice to terminate or amend is made by either party in accordance with Section 8.15 - Departmental Agreements of the Master Agreement. If such notice is provided, negotiations of a successor agreement shall take place following the November notification. If no agreement is reached, impasse may be declared by either party. The impasse procedure to be followed shall be in accordance with Section 8.15 - Departmental Agreements of the Master Agreement.

FOR THE COUNTY:

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Dave Snow  
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FOR THE UNION:

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