

**DEPARTMENTAL AGREEMENT
BETWEEN
THE COUNTY OF SANTA CLARA
INFORMATION SERVICES DEPARTMENT –
ENTERPRISE DATA CENTER OPERATIONS AND
LOCAL 521, SERVICE EMPLOYEES INTERNATIONAL UNION**

SUBJECTS: SHIFTS, ASSIGNMENTS, OVERTIME, HOLIDAYS AND
VACATION SCHEDULING – OPERATIONS DIVISION

This Agreement is made between the County of Santa Clara, Information Services Department – Enterprise Data Center Operations and Local 521, Service Employees International Union.

This Agreement has been negotiated pursuant to Article 8, Section 8.15 of the Memorandum of Agreement between the County of Santa Clara Information Services Department (ISD), Enterprise Data Center Operations (EDCO) and Local 521, Service Employees International Union.

The Classifications of Information Systems Technician I, Information Systems Technician II, Senior Data Processing Equipment Operator, Information Services Control Technician I, and Information Services Control Technician II in the Information Services Department, Enterprise Data Center Operations are covered by this Agreement. Should Local 521 cease to represent any of these classifications, this agreement shall remain in force for those classifications Local 521 continues to represent.

I. SENIORITY

- a) Seniority is defined as continuous service as a worker in ISD – EDCO in a regular coded position within a Classification covered by this Agreement.
- b) Official leaves of absence without pay commencing from Oct 1st, 1973, shall be excluded from continuous service calculations, except that Maternity Leave, Military Leave, and Industrial Injury Leave shall be included in continuous service calculations.
- c) For purpose of vacation, holiday work, and overtime, each section and shift, shall have an individual seniority list determined as per above.
- d) Workers when promoted shall retain and accrue seniority in their previous classification until the end of the probationary period in the higher classification.

- e) If a worker returns to his/her former classification after completion of his/her probationary period in a higher classification, his/her seniority in the former classification will be based only upon time spent in the former classification.
- f) Provisional appointments do not accrue seniority in the higher classification but will continue to accrue seniority in their lower classification.

II. SENIORITY LIST POSTING

It is agreed that current seniority lists within classification by section and shift shall be posted on the workers' bulletin boards with copies sent to the Union. Such seniority lists shall be updated by the department every three (3) months.

III. SHIFT SCHEDULES

It is agreed that the Center shall establish a schedule of shifts including days of work, days off, and hours of work on a non-rotating shift basis with non-rotating days off, except as provided below.

- a) Staggered shifts (between the hours of 7:00 AM and 5:00 PM) will be created in the Scheduling and Account Services Section. Starting and quitting times will be assigned to workers by Management based on service needs.
- b) It is agreed that Enterprise Data Center Operations Management has the right to determine the number and classification of workers per section and shift and that there will be established, whenever possible, basic shifts that include Saturday or Sunday as days off. (Examples: Friday/Saturday, Saturday/Sunday or Sunday/Monday).
- c) Any proposed permanent changes in shift assignment deemed necessary by Enterprise Data Center Operations Management shall be made known to Local 521 Stewards by all possible advance notice and, if possible, 15 working days in advance of the date when they are to become effective. Temporary changes in shift assignments may be made not to exceed 30 days to adjust to any emergency situation and unusual or unexpected work loads. In the case of an emergency declared by the ISD Chief Information Officer, temporary changes may be made for the duration of the emergency.

IV. VACANT SHIFT AND JOB POSITION

Any vacant positions shall be filled within classification by worker preference based on seniority, merit and ability being adequate to meet job needs as determined by Management. Notice of vacant shift and positions will be posted on the worker bulletin board for a period of seven (7) working days. Concurrent notice will be afforded the Union. Workers on leave (vacation, sick leave, leave of absence) will be notified of such vacant shifts and positions. Workers may express preference for a particular position, in writing, during the posted period.

Whenever possible, all classifications covered under this agreement will be given an opportunity to learn other job procedures, without financial obligation and with the agreement between management and staff, with the goal to cross-train, train or provide opportunity to staff to ensure appropriate coverage, backup and support of critical and essential services EDCO provides.

V. VACATION SCHEDULING

- a) It is agreed that vacation scheduling within classification, by shift and section, shall be by worker preference in order of seniority, merit and ability being adequate. Management shall create a master vacation list, which will indicate the number of personnel by classification for each shift and section that can be permitted to take vacation during each week of the forthcoming year.
- b) Management shall establish a selection deadline in the month of February, allowing a three-week selection period. Worker preference, initially, shall be for one continuous period. After the initial selection of each worker, any vacant vacation periods shall be available by worker's preference based on seniority as an additional or split vacation period. The complete vacation list shall be posted by March 15 and shall cover the period to the following March 15th. Mutually agreeable adjustments or exchanges of selected vacation periods may be made with management approval and will be noted on the master vacation list.
- c) When workers change their shift or section after the vacation selection period, if they are unable to take the vacation originally selected on the old shift because of a conflict, the worker shall choose a new vacation period from those available on the new shift.

VI. HOLIDAY WORK

- a) When Management determines holiday work is required, the parties agree that workers to work the holiday shall be determined for each individual holiday by first offering the holiday work to workers that normally work on the shift on that day of the week, in order of seniority, merit and ability being adequate. All other workers within the classification will be permitted to bid by seniority for the holiday work if the holiday shift is not filled.
- b) Inverse Order
If by the deadline date for sign-up to work the holiday, sufficient workers have not selected to work, the holiday work shall be assigned in inverse order of seniority to workers that normally perform that function, on that shift and section. Such assignments shall be rotated.

Whenever possible, attempts shall be made to insure through the holiday selection procedure that no worker will be required to work more than one of the following holidays: Thanksgiving, Christmas or New Year's Day each year. Notice shall be given no later than one month before the holiday.

VII. OVERTIME WORK

a) Unscheduled Overtime

When Management determines overtime work is required, the parties agree that workers to work the overtime shall be determined by first offering the overtime work to workers that are at work on that shift and section, in order of seniority, merit and ability being adequate.

If no worker requests the overtime and if time permits, the overtime work may be offered to workers who work the following shift in that section and are willing to come to work prior to their shift. The overtime will be assigned to such workers in order of seniority, merit and ability being adequate.

Workers whose scheduled day off falls on the overtime will be permitted to bid by seniority for the overtime work if the overtime shift is not filled.

b) Scheduled Overtime

When overtime is scheduled in advance, notice of the overtime will be posted. The overtime will be scheduled in blocks of time by section and shift. Workers who are not scheduled to work during the time specified in the notice and are interested in working the overtime shall submit a written request. Management will assign the overtime to a worker requesting such overtime by seniority, merit and ability being adequate. Overtime must be requested by the blocks of time as specified in the overtime notice.

c) Inverse Order

If sufficient workers have not selected to work, the overtime work shall be assigned in inverse order of seniority to those workers on that shift and section. Such assignments shall be rotated.

d) Except for work carrying over at the end of a shift, workers required to work on a weekend under the above section regarding inverse order shall be given a minimum of 48 hours notice, whenever possible, regarding their assignment to work the overtime.

VIII. TERM

The terms of this agreement will be 24 months to and including March 1, 2009. Thereafter, this agreement shall continue in full force and effect from year to year unless notice to terminate or amend is made by either party in November of the year immediately preceding the March termination date. If such notice is provided, negotiations of a successor agreement shall take place December, January and February 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 of Section 8.15 of the Master Agreement.

DATE: April 10, 2007

COUNTY OF SANTA CLARA

LOCAL 521, SEIU

Janice Lawton
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