

DEPARTMENTAL AGREEMENT and ALTERNATE HOURS AGREEMENT
BETWEEN
SANTA CLARA COUNTY LIBRARY DISTRICT
AND
LOCAL 521, SEIU

I. PREAMBLE

This is a Departmental Agreement between SEIU Local 521 (hereinafter referred to as "Local 521"), and the Santa Clara County Library District (hereinafter referred to as "SCCLD"). It shall cover all persons represented by Local 521. Should the Union cease to represent a particular classification, the Agreement shall remain in force for the rest of the classifications.

This Agreement supersedes all practices, both formal and informal, pertaining to items covered in this Agreement.

This Departmental Agreement supersedes and makes void the following documents:

- A. Memorandum of Agreement Between Santa Clara County Library and Local 715, SEIU, Hours of Work and Work Assignment, dated June 28, 1979
- B. Addendum to Memorandum of Agreement Between Santa Clara County Library and Local 715, SEIU, Hours of Work and Work Assignment, dated August 15, 2000
- C. Sideletter of Agreement Between Santa Clara County Library and Local 715, SEIU, Hours of Work and Work Assignment, dated August 15, 2000
- D. The Santa Clara County Library Monday Closure Schedules (9/80 and variations of 9 hour workday schedules), effective October 25, 2004
- E. Library Pages Sideletter of Agreement Between County of Santa Clara and Local 715, SEIU, AFL-CIO, dated February 12, 1998

II. SENIORITY DEFINED

Seniority shall be defined as continuous service in any coded classification in the County Library and will be calculated from the date of hire. Maternity, paternity, military, education, industrial injury leaves and leaves to work for the Union will not affect seniority. All other unpaid leaves of more than thirty (30) days shall not accrue seniority, but seniority shall be maintained.

III. VARIABLE HOURS

1. For purposes of this agreement, the County agrees to waive the County Executive's guideline for variable work hours and agree that workers' schedules may be eighty (80) hours within a fourteen (14) day pay period. Full-time workers are responsible for working eighty (80) hours each pay period. Half-time workers are responsible for working forty (40) hours each pay period. A maximum of ten (10) hours may be worked in any workday with mutual consent by both the worker and supervisor.

A worker may propose an alternate schedule to their supervisor. The Community Librarian or their designee will give due consideration of their proposal. If the request is denied, the specific reason for denial may be requested by the worker. For the terms of this Agreement, Local 521 agrees to waive the eight (8) hour overtime or compensatory provision as outlined in the Master MOU. No worker shall work overtime without prior authorization by a member of SCCLD executive staff. The approving executive will then communicate authorization to the time card approver.

2. Hours of work for each worker will be prearranged and approved by the department head or his/her designee. At the community libraries, branches, and Services and Support Center (SSC) the work

hours shall be scheduled to include open hours defined as Monday – Sunday from 6:00 am – 9:00 pm. Workers may be scheduled up to fifteen (15) minutes after library closing time to fully close a facility. Workers may be required to stay longer in unusual or emergency situations. Library hours may be adjusted to accommodate special events. Janitorial staff are excluded from the Monday-Sunday schedule above. Supervisors are responsible for scheduling staff to make sure they are present at the times they are most needed.

3. If additional hours are available after scheduling staff from that location, priority is given to part-time staff in that location in the classifications needed, with additional shifts offered to part-time staff department-wide. If there are still hours available after that, they may be offered to extra help staff.
4. When there is an unforeseen budgetary gap or shortfall and there is a need to reduce extra hours for part time staff a notice of at least one (1) pay periods should be given except in emergency situations.
5. If a holiday falls on a worker's regularly scheduled day off, the worker shall receive eight (8) hours of vacation add-back regardless of the number of hours in his/her daily schedule. Holiday add-back will be four (4) hours of vacation add-back for part time workers.

If a holiday falls on a worker's regularly scheduled work day, and the worker does not work, the worker will be paid eight (8) hours (for part time workers it shall be actual hours scheduled up to eight (8) hours) of holiday pay at straight time and those that work an alternate schedule will have one (1) or two (2) hours (based on workers work schedule) charged to vacation, personal leave, compensatory time or leave without pay, at the worker's option.

If a holiday falls on a worker's regularly scheduled work day, and the worker works; the worker will be paid eight (8) hours (for part time workers it shall be actual hours scheduled up to eight (8) hours) of holiday pay at straight time and worker holiday work at time and one half for all hours worked.

6. For terms of this agreement, if an employee works a split shift, that person will be paid "Split Shift Pay." A split shift schedule must be arranged by the supervisor. Such a schedule should be an exception and should occur only when the schedule cannot otherwise be covered. Any ongoing split shift differential needs executive approval.
7. Selection of work schedules within each work unit shall be by seniority. Coverage must be met at all times by the appropriate classification which shall be the responsibility of each Community Librarian and the appropriate supervisor at Library Services and Support Center.
8. The County and the Union reserve the right to meet and confer on identified impacts to working conditions.

IV. WORK ASSIGNMENTS

1. Schedule Changes

When there is a need to significantly alter or create long term schedule changes (ex: expansion of library hours or reduction of library hours) the following process will be followed.

- a. The supervisors will create a proposed schedule as soon as possible listing classifications and tentative names. This schedule will be posted for 10 calendar days.

- b. During the 10 day posting period, workers can volunteer for or propose alternatives to the tentative schedule.
- c. The library or branch will give at least two (2) pay periods notice before the implementation of the new schedule.

2. Voluntary transfers

- A. All Local 521 coded departmental vacancies to be filled shall be posted at each work location for a period of five (5) calendar days and communicated to appropriate staff via email. It shall be the responsibility of workers on vacation, sick leave or leave without pay to request to Library HR staff, during their absence, the notification in writing for vacancies in a classification in which they are interested.
- B. Supervisors will interview all workers requesting transfer or demotion. If three (3) or more qualified workers who meet the MQ's and are within the transfer band respond, who are willing to accept the position and the posted schedule, then one of the three (3) or more workers must be selected.
- C. When all else is equal, qualifications, like experience, seniority in the specific job classification posted will be the determining factor when two (2) or more relatively equally qualified candidates request transfer or demotion to the same position.
- D. If there are fewer than three (3) workers who express an interest, are qualified, and are willing to accept the position and work schedule, will be interviewed prior to any request for an open competitive list.
- E. All applicants in the Department not selected for transfer shall be given the reasons they were not selected, in writing, upon request.

3. Trades

Two workers in the same or related classification desiring a permanent exchange of location or a temporary exchange of assignment may do so with the approval of the Department.

4. Training

Every effort will be made to approve requests for temporary or partial reassignments or trades for training purposes.

Every effort will be made to schedule Santa Clara County training within work hours.

5. Work Out Of Class (WOOC)

When the Department decides to fill a Local 521 leave of absence in full or in part on a work out of classification or substitute provisional basis, the opportunity will first be authorized by the Deputy County Librarian to be posted to qualified coded classified workers throughout the Department. Notice of the opportunity will be posted for five (5) calendar days in all work locations in the Department and communicated to appropriate staff via email. If there are fewer than three (3) workers from within the Department who apply, the Department may then consider outside candidates.

6. Administrative Transfers

The Department will post for a period of seven (7) working days the new geographical assignments and identify the least senior persons in the affected units. During that period, workers in the affected units will be allowed to transfer by seniority preference to other assignments. In addition, trades, transfers, and changes of specialty will be made with management concurrence, taking into consideration library service needs, workers' specialties and previous experience. If after these changes, transfers are still required, the least senior worker in the affected work unit will be required to transfer. They will be afforded fifteen (15) days' written notice.

V. TERM

The term of this agreement will be for twelve (12) months from November 5, 2018. If neither party files written notice of termination or notice to amend during the thirty (30) calendar day period commencing sixty (60) calendar days prior to the expiration date, this agreement will continue for an additional year. The agreement may continue in effect on a year-to-year basis subject to the above provision regarding filing notice of termination.

DATE: 12/11/18

FOR THE COUNTY


Matthew Cottrell
Principal Labor Relations Representative



Nancy Howe
County Librarian



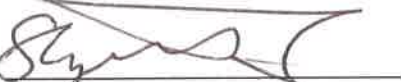
Chris Brown
Deputy County Librarian



Chuck Griffen



Marlene Iwamoto



Stephen Fitzgerald



Roseleen Brij



Karen Garza



Diane Roche


FOR THE UNION



Mandy Lu
SEIU 521 Internal Organizer



Don Phillips
Chief Steward



Kelly McKean





Tamara Kearin



Lucia LeBlanc