

MEMORANDUM OF AGREEMENT

BETWEEN

LOCAL 715, SEIU

AND

SANTA CLARA COUNTY ENVIRONMENTAL MANAGEMENT AGENCY

PARKS AND RECREATION DEPARTMENT

*eff 2/11/18*

SUBJECT: TRANSFERS, HOLIDAY AND VACATION SCHEDULING, SENIORITY, AND WORK HOURS

I. Preamble

- A. This Agreement is made pursuant to the provisions of the Santa Clara County Employees' Management Relations Ordinance NS-300.130, and the Article VIII, Section 8.3 of the Memorandum of Agreement between the County and Local 715.
- B. This Agreement covers all classifications, present and future, in any bargaining units represented by Local 715 and employed in the Santa Clara County Parks and Recreation Department.
- C. This Agreement supercedes all previous Agreements, Memorandums of Understanding and verbal communications pertaining to all items covered in this Agreement.

II. Seniority

- A. Seniority is defined for the purpose of this Agreement as continuous service with the Department of Parks and Recreation in a permanent classified, or unclassified position. In case of ties, seniority will be determined by chance.
- B. Seniority shall be maintained and accumulated during industrial injury leaves, maternity and paternity leaves, military leaves, non-industrial medical leaves of six months or less, and leaves without pay for thirty (30) days or less.
- C. It is agreed that the Parks and Recreation Department shall establish and post a seniority list for each classification in the department covered by this Agreement. Copies will be sent to each staffed park unit for posting on designated employee bulletin boards, and to the Union office.

III. Transfers

- A. Whenever a position becomes vacated at any Parks and Recreation Department location, all workers in the classifications corresponding to the position shall be notified. Management shall post a notice of the vacancy on bulletin boards at work locations for a period of seven (7) days. Workers on vacation or on

leave who cannot be contacted by phone, will be notified by Management through Certified Mail during the same period. Within the classification all vacant positions will be filled on seniority basis.

- B. After each position is filled by transfer, Management shall provide the Union a list of those workers requesting transfer and indicating which one was selected.
- C. New workers may be assigned to vacant positions pending the outcome of the bid process. Temporary work location pay shall not apply. For the purposes of this section "new workers" shall mean workers being appointed, or promoted to a vacant, biddable position in advance of the bid process.
- D. When it is necessary to move positions from one park unit to another as a result of reorganization, employment freezes, or staff reductions, the affected workers will first be given the opportunity to transfer to other vacant positions within the department on a seniority preference basis. Should no such vacant positions exist or the affected workers decline such an assignment, the least senior worker(s) in the affected unit may be required to transfer. In the event such involuntary transfer(s) are made, the worker(s) affected shall be given thirty (30) days written notice of the reassignment.
- E. Two workers within the same class in different parks may exchange positions with the approval of both Management and the Union.

#### IV. Hours

- A. The Department recognizes that the standard work day shall be composed of no more than eight (8) hours of work within no more than eight and one-half (8 1/2) consecutive hours. The Union recognizes that the standard work day may be extended on a unit-by-unit basis to eight (8) hours within no more than nine (9) consecutive hours to cover periods of peak park usage and resulting scheduling problems.
- B. The shift assigned to the worker closing a park shall end no sooner than one-half hour after park closing time.
- C. Closing shifts shall be rotated among all rangers in a unit with the exception of the Unit Supervisor. Unit Supervisors may, at their own discretion, or as assigned by Management, participate in the rotation. Unit Supervisors shall participate in working closing shifts when there are only two ranger personnel in the unit.

#### V. Holiday Work Assignment

- A. Management shall determine the number and classification of permanent workers needed to work holidays in each park unit. No seasonal or extra help workers shall work a holiday unless all

eligible workers have had the opportunity to work these designated slots. For the purposes of this section, "eligible" workers shall mean those workers in the classification to which the holiday was assigned who were regularly scheduled to work in the unit on the day on which the holiday occurs.

- B. Holiday work shall be assigned on a rotational basis within the assigned classification.
- C. The worker assigned to work on a given holiday may decline such work, which will then be offered to all other eligible workers in the unit in order of seniority on a rotational basis. If all eligible workers decline such work, the work shall be performed by the worker originally assigned.
- D. Whenever possible, attempts shall be made to insure through the holiday work assignment that no worker will be required to work more than one of the following holidays: Thanksgiving, Christmas, or New Year's Day of each fiscal year.

#### VI. Vacations

- A. It is agreed that vacation scheduling shall be by worker preference in order of seniority. Management shall create a master vacation list which will indicate the number of personnel for each shift that can be permitted to take vacation during each week of the forthcoming year. Management shall establish a selection deadline in the month of February allowing a three (3) week selection period. Worker preference, initially, shall be for one continuous period. Due to the seasonal nature of the work, vacations during the period of June 10 to September 10 shall be limited to ten (10) working days except that each worker may take one (1) year's vacation accumulation in each three (3) year period.

After the initial selection of each worker, any remaining vacation periods shall be available by worker preference based on seniority as an additional or split vacation period. The complete vacation list shall be posted by March 15.

- B. Changes may be made in the schedule if mutually agreeable to the worker involved, the Union, and Management. Changes will be noted on the Master Vacation List.

#### VII. Overtime Work Assignment

- A. Overtime work shall be assigned on a rotational basis by classification series within each park whenever possible. A worker assigned to work overtime may decline such work which will then be offered to all other eligible workers in order of seniority, starting with the most senior. If all eligible workers decline such work, the work shall be performed by the least senior worker.

- B. Provisions of the above paragraph shall not pertain when over-time is necessitated by scheduled rotations, shift changes, or specific training programs or emergency situations which cannot reasonably be rotated.

#### VIII. Job Assignment

- A. It shall be the policy of the Parks and Recreation Department to offer all workers equal and reasonable opportunity to learn all jobs within their work classification.
- B. Fairway mowing at Santa Teresa Golf Course shall be rotated among qualified maintenance workers in the golf course unit.
- C. The night waterman job at Santa Teresa Golf Course shall be chosen by worker preference based on seniority.
- D. Temporary transfers for purposes of training shall not exceed sixty (60) days per year.

#### IX. Shift Scheduling

- A. Management shall establish a schedule of shifts for each unit including days of work, days off and hours of work for each classification. Such schedule shall be prepared after listening to and giving due consideration to individual worker preferences.
- B. Changes to the shift schedule at each unit may be made to Management as follows:
1. The affected workers shall be provided at least ten (10) working days notice on permanent schedule changes affecting either days or hours of work.
  2. Temporary changes of the shift schedule may be made not to exceed five (5) working days.
- C. Where weekend work is required of any classification series, all workers with the exception of Unit Supervisors in the classification series shall rotate through the shift schedule except for workers who prefer to work on weekends on a permanent basis. It is agreed that Management will schedule at least one weekend day off whenever possible (e.g. Friday-Saturday, Saturday-Sunday, Sunday-Monday).
- D. Unit Supervisor work schedules will be established by Management and are not subject to rotational changes.

#### X. Uniforms

No employee shall be required to wear uniforms of any kind unless so designed in accordance with the comprehensive Agreement between the County and Local 715, or supplied in total by the department at no cost to the worker. Other workers will wear clothing appropriate to their on-the-job safety.

XI. Steward-Management Meeting

It is agreed that, in order to achieve better communication, the Director of Parks and Recreation or his/her representative will meet with three Stewards not less than once each quarter during the term of this Agreement. Meeting dates shall be set by mutual agreement between the parties upon receipt by Management of the proposed agenda for the meetings. The Union shall submit the agenda at least five (5) working days in advance of the desired meeting date.

XII. Term

The term of this Agreement will be for twelve (12) months from February 1, 1978. 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 be continued for an additional year. The Agreement may continue in effect on a year-to-year basis subject to the above provisions regarding filing notice of termination.

FOR THE DEPARTMENT

FOR THE UNION

W. J. Foster

D. G. Galt

William S. Charles

David Christy

\_\_\_\_\_

\_\_\_\_\_

B. W. (Patty) Smith

Samuel Richardson

Harold B. Osney

Bob Garcia

Phil. Diarizzo

Michael Harvey Parady



**Environmental Resources Agency**  
**Parks and Recreation Department (BU 710)**  
**Guideline for Part-Year Codes**

The County and the 715 Union agree to the establishment of half-year (13 pay periods) and three-quarter year (19 pay periods) positions in the Department of Parks & Recreation. Workers hired into such positions shall work full-time for either 13 or 19 pay periods.

For the initial hiring, the Department of Parks & Recreation will contact the seasonal workers from 1999 using contact information on file. First, the 1999 seasonal workers will be offered positions on the basis of seniority. Seniority will be defined as the total length of extra help service as determined by the department, in consultation with the Union. Thereafter, the hiring will be done according to Merit System Rules.

**Benefits**

- Workers hired into such codes shall be eligible for benefits as full-time employees for the effective time period (13 or 19 pay periods) of the codes.
- Employees will be hired in part-time codes. In PeopleSoft, the "Grandfathered-In" check box on Job Data 4 must be clicked to 'ON' in order for the system to pay benefits as if the employee is full time. This should be done at the time the hire record is entered into PeopleSoft. Notes should be entered into Administer, Workforce, General Comments.
- Workers who work beyond the time period of the code shall be eligible for benefits in accordance with Section 7.4b) of the Agreement between the County and the Union.
- If an employee in the part-time codes works beyond the time period of the code, the "Grandfathered-In" check box on Job Date 4 must be clicked to 'OFF' in order for the system to begin to pay benefits as if the employee is part-time, prorated. This should be done in the first payperiod the employee works beyond the time period of the code. No effective dated row is required. However, correction is required and the Parks Service Center should contact Benefits Administration to update the record. Notes should be entered into Administer Workforce, General Comments.

**Probation**

- All time worked in a part-year coded classification will be used for the purposes of determining a part-year worker's probationary period under Section 6.1.

### Released from Employment

- Workers in such positions shall be released from County employment at the expiration of the time period established for the position, but may be retained on an as needed basis by the Department of Parks & Recreation.

### Recall to Part-Year Codes

- Workers released from such positions because of the expiration of time for the position are NOT guaranteed recall into such positions in subsequent years, workers will be recalled by classification and \*seniority.

#### \*Seniority shall be defined as:

1. Date of hire within a part-year coded classification in the Dept. of Parks and Recreation within the classified service of the County. For the purpose of computing total time in the worker's classification, the worker will be given credit for all the time in any part-year classification at the same or higher salary level, in which status had formerly been held.
2. Date of hire shall be adjusted for all time on leave without pay which extends beyond one full pay period, but shall NOT be adjusted for all time on maternity leave, worker's compensation leave and military leave.