

DEPARTMENTAL AGREEMENT
between
SANTA CLARA COUNTY OFFICE OF PRE-TRIAL SERVICES
and
LOCAL 715, SEIU

I. Preamble:

- A. This Agreement is negotiated pursuant to Article 8, Section 8.15 of the Memorandum of Agreement between the County and Local 715, Service Employees International Union.
- B. This Agreement covers all classified and unclassified workers in coded classifications in all bargaining units represented by Local 715, SEIU at the signing of this Agreement and employed in the Office of Pre-Trial Services. Should the Union cease to represent a particular classification, the Agreement shall remain in force for the remainder of the classifications.

For the purpose of this Agreement, a worker shall be defined as a person employed in a coded classification in a bargaining unit covered by this Agreement.

II. Seniority:

- A. For the purpose of this Agreement, seniority shall be defined as date of hire within a coded classification within the classified or unclassified service of the Office of Pre-Trial Services. Original continuous unclassified service shall be counted if permanent status was subsequently attained in a classified classification.
- B. Seniority for the Pre-Trial Release Specialist series shall include service in the series within the Department. The Pre-Trial Release Specialist series shall include Investigator Assistant, Pre-Trial Release Specialist I and Pre-Trial Release Specialist II.
- C. Seniority for the Clerical series shall include service in the series within the Department. The Clerical series shall include Advanced Clerk Typists and Receptionist.
- D. Time spent on leave without pay shall not count towards seniority except that time on maternity leave, military leave, and industrial injury leave, shall be counted towards seniority.
- E. Management will establish a seniority list, annually, and provide the Union Steward with a copy.

III. Job Assignments:

- A. Management is responsible for creating the job schedule (hours and days of work) and for making job assignments. Job assignments will be posted for seven (7) working days to

affected workers and workers will be given an opportunity to provide a work preference selection. Workers shall designate in writing their preferred order of assignment. Selection by management will be made on the basis of seniority when experience, merit, skill and ability are relatively equal. Upon completion of the bid process, the schedule will be posted and workers will begin their new assignment no sooner than fourteen (14) calendar days, except in cases of hardship in which case the worker shall have at least twenty-one (21) days advance notice. Workers on leave shall be notified by US mail or telephone of all vacancies and available shifts.

- B. The department will designate, prior to bidding, four (4) schedules as job development assignments. The department will designate which workers will rotate into these assignments, for a period not to exceed six (6) months, for purposes such as but not limited to initial training, recurrent training, exposure to processes within criminal justice, skill development, and/or exposure to different assignments than held in the past two (2) years. The worker shall have thirty (30) days notice before starting the new shift.
- C. Management may administratively reassign, for a period not to exceed forty-five (45) work days, Pre-Trial Specialists based on operational necessity, unless it is beyond the control of the department.

IV Special Assignments:

Opportunities such as conferences and presentations/education to outside groups, that are appropriate for job enhancement as determined by management, will be announced in order for employees to request that they be considered for participation provided there is adequate time to complete a notification process. Management will make every effort to rotate such assignments among those interested in accepting them.

V Vacation:

- A. Vacations will be scheduled, provided there is adequate coverage, based on seniority, except in the case of Thanksgiving, Christmas, and New Year's where the current procedure will continue. Sufficient time needs to have been accrued by the date the time is to be taken off.
- B. Vacations shall be scheduled in minimum blocks of one (1) week and workers will bid bi-annually, during the months of February and August, and will cover vacation times from April 1st through September 30th, and October 1st through March 31st. Bids will be made by each individual worker starting with the most senior worker. Upon completion of each individual bid, the next most senior person will bid for available blocks of time. Coverage needs will be considered in the context of each individual's assignment.
- C. The approved vacation calendar will be posted 14 calendar days after completion.
- D. In addition to the above procedure, additional requests may be submitted as the need arises. They will be considered in the order they are received.

VI Term:

The term of this agreement will be to and including March 31, 1996. 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 termination date. If such notice is provided negotiations of a successor agreement shall take place December, January and February following the November ratification. 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 of the Master Agreement.

Implementation of the terms and conditions of this Departmental Agreement will commence no later than August 21, 1994.

DATE: June 20, 1994

FOR SANTA CLARA COUNTY

Susan C. Chavez

[Signature]

FOR LOCAL 715, SEIU

Beth Shapiro

[Signature]

[Signature]

Celia Davila

G. Piel