

February 21, 1986

CLERICAL DEPARTMENTAL AGREEMENT
 BETWEEN
 THE SANTA CLARA COUNTY PROBATION DEPARTMENT
 AND
 SEIU, LOCAL 715

I. PREAMBLE

- A. This agreement has been negotiated pursuant to Article 8, Section 8.15 of the Memorandum of Agreement between the County and Local 715.
- B. This agreement covers all clerical unit classifications, present and future, represented by Local 715 and employed by the Probation Department. Should the Union cease to represent a particular classification, the agreement shall remain in force for the rest of the classifications.
- C. This agreement supersedes all practices, both formal and informal, pertaining to items covered in this agreement.

II. SENIORITY

- A. Seniority shall be defined as Days of Accrued Service (DOAS) in any coded classification within the classified or unclassified service with the County.
- B. DOAS shall be as they appear each pay period on the employee's pay warrant and the departmental payroll register as computed by the Controller's Office.
- C. Seniority shall be asserted by classification by DOAS. (For transfer purposes a classified worker can transfer only to classified and an unclassified worker can transfer only to unclassified.)

D. Management shall establish a departmental seniority list by classification based upon the above definition and shall post a copy on each appropriate bulletin board.

Lists shall be updated semi-annually. A copy shall be sent to the Union.

The Union shall notify management of any discrepancies in writing within fifteen (15) calendar days of receipt.

Ties shall be resolved by chance.

III. VACATIONS

- A. Each supervisor will provide a vacation sign-up list indicating the maximum number of workers under their supervision that will be permitted to take vacation during each week of the year.
- B. The sign-up list will be posted in the month of January each year and will cover vacation times from February 1, to January 31 of the following year.
- C. Vacations shall be scheduled by seniority in minimum blocks of one week to the maximum the employee has earned and accrued at the time the vacation is taken. Each employee shall be allowed one bid. After the first bid procedure is completed a second-bidding will occur for the remaining blocks of time.
- D. Aside from regularly scheduled vacations, workers may use accrued vacation time for personal, unusual, or emergency needs upon management approval. Changes to the vacation schedule may be made by mutual agreement of the affected workers and the department.

E. Management agrees that requests for vacation time will not be denied in an arbitrary or discriminatory manner.

IV. HOLIDAYS

Holiday work will be offered to workers who normally perform the work in order of seniority; if no one volunteers, the work will be assigned to those normally performing the work in inverse order of seniority.

V. OVERTIME WORK

A: A list of workers who volunteer for overtime work shall be established by classification for Adult Services, Juvenile Services, and Institutional Services, in seniority order. Each worker who is offered or who works overtime shall be moved to the bottom of the list. New workers shall be integrated into the list in seniority order.

B. When the department determines that overtime work is necessary and will be performed on an overtime basis by on-duty personnel, the overtime will be assigned as follows:

1. The overtime will be offered to the worker(s) who normally performs the assignment provided he/she is on duty. If that worker declines the work, the overtime shall be offered in seniority order to workers who have been trained to perform the work of the overtime assignment.

2. If no worker volunteers to work the overtime, the work will be assigned in inverse seniority to the first available on-duty worker(s) who has been trained to perform the work of the overtime assignment.

C. When the department determines that overtime work is necessary and additional staff beyond those on duty is required, the overtime will be assigned as follows:

1. The overtime shall be offered in seniority order to off-duty workers on the list who have been trained to perform the work of the overtime assignment. If the worker is unavailable on the first call he/she shall be deemed to have been offered the overtime.
2. If no worker volunteers, the overtime will be assigned in inverse seniority order to the first available off duty worker(s) who has been trained to perform the work of the overtime assignment.

VI. LATERAL TRANSFERS

- A. The supervisor will post a notice on the bulletin board of vacancies to be filled within a work unit. The supervisor will converse with interested workers in the same classification within the work unit. If someone within the unit is selected this same process will apply for one additional vacancy only.
- B. If no one from within the unit is selected the vacancy shall be posted as a lateral transfer for workers within the same classification to bid from one work unit to another work unit. Work unit shall be defined as listed in Appendix A. The Union will be notified of changes in work units; such changes shall be reflected in Appendix A. after meeting and discussing with the Union.

The most senior worker who applies for a transfer to fill a vacancy from one work unit to another work unit shall be selected for that vacancy unless management can demonstrate that there is a marked superiority between a candidate who is selected and the bypassed senior candidate(s). In considering the qualifications of the candidate management should use as criteria, experience in like assignments, seniority, the candidate's disciplinary record, and the candidate's quality and quantity of work in current and past assignments. Bypassed senior worker(s) may challenge the determination

through the grievance and arbitration procedure of the Collective Bargaining Agreement between the County and the Union. During the resolution of the above issue the vacancy shall be filled as management has selected.

Workers not selected shall be so notified in writing.

- C. Posting of vacancies resulting from the selection of a person under "B" above shall cease after two additional posting periods.
- D. Vacancies as defined herein will first be filled pursuant to this provision and then by hiring in accordance with County procedures. Temporary job assignments of an individual worker may be made pending the filling of vacancies for a period not to exceed forty-five (45) calendar days.

VII. ADMINISTRATIVE TRANSFERS

Should the department decide to transfer a worker or workers from one unit to another, the department will first seek volunteers within the affected work unit. Should more than one worker volunteer, the senior worker shall be selected.

If there are no volunteers, the least senior worker(s) in the affected classification and unit shall be transferred.

VIII. REORGANIZATION

In the case of substantial changes in the department which affect workers covered by this agreement, the department will meet and discuss such changes upon Union request. Whenever possible, such meetings will occur prior to implementation.

IX. TRAINING COMMITTEE

A committee of two representatives appointed by management, and two department worker representatives appointed by the Union shall meet approximately two hours monthly regarding training.

The committee may make written recommendations regarding training to the Department.

X. TERM

The term of this agreement will be for twenty-four (24) months to and including February 28, 1988. 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 February 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 with Section 8.15 of the Master Agreement.

DATE:

March 14, 1986

SANTA CLARA COUNTY

LOCAL 715, SEIU

Michael Lewis

Sally B. Scheibel

Joyce Paratton

Barbara A. Cadotte

Carol M. Peterson

Mr. M. L. P.

APPENDIX A - WORK UNITS

JUVENILE SERVICES

Court Services

Court Unit
Traffic
Floaters

Administrative Services

Accounting
Supply
Fiscal

Delinquent Services

Intake & Investigation I and II
Supervision I and II
Special Programs Unit
Youth Services Bureau
Third Floor Receptionist

Dependent Services

Dependent Intake I, II, & III
Dependent Supervision
Placement
Second Floor Receptionist

Support Services

Records
Transcriptionists
Mail Clerk
Duplicating Clerk
Receptionist

INSTITUTIONS

Juvenile Hall
Mountain View Work Furlough
Elmwood Work Furlough
Wright Ranches
James Ranch
Holden Ranch

ADULT SERVICES

Pre-Sentence Investigation
Includes Advanced Clerk Typists and Transcriptionists
who support General Supervision Deputy Probation Officers
Substance Abuse Unit
Adult Records Unit
Pre-Court Services
Includes Parole Clerks
South County
North County
Adult Administrative
Secretary to Probation Manager

SIDELETTER
FEASIBILITY STUDY ON HOURS OF OPERATION

A committee of three (3) representatives appointed by management and three (3) representatives appointed by the Union shall meet for a period not to exceed three (3) months following the signing of this sideletter. This committee will meet to study the feasibility of 4/10 programs in the Department. The committee shall make written recommendations to the Department. If the Department is to implement a 4/10 work schedule, it shall be in accordance with Section 8.14 of the Local 715 Master Agreement.

DATE: March 14, 1986

SANTA CLARA COUNTY

Michael E. Lewis

Joyce Panattoni

Carol M. Peterson

LOCAL 715, SEIU

for of R

Barbara A. Cadotte
