

DEPARTMENTAL AGREEMENT

BETWEEN

COUNTY OF SANTA CLARA PROBATION DEPARTMENT

AND SEIU LOCAL 521 PROBATION COUNSELOR SAFETY UNIT

- I. Preamble:
 - A. This Agreement is made pursuant to Article 8 Section 8.15 of the Master Agreement between the Union and the County.
 - B. This Agreement covers all classified and unclassified workers in coded Probation Assistant I/II and Probation Counselor I/II represented by SEIU Local 521 and employed in 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 Defined
 - A. Seniority is defined as date of hire in the Probation Counselor series (date of hire in Probation Counselor I or II) or Probation Assistant series (date of hire in Probation Assistant I or II).
 - B. For purposes of determining seniority, leaves of absence without pay of one full pay period or more do not count towards the accumulation of seniority except for those leaves taken in accordance with the County's policy on Family and Medical Leave, worker's compensation, paternity or maternity leaves.
 - C. In the event of a tie in seniority based on date of hire in the Probation Counselor or Probation Assistant series, the tie shall be broken by date in classification of Probation Counselor II or Probation Assistant II and then by time in department.
- III. Temporary Pod Closure
 - A. Should a pod be closed on a temporary basis, any Probation Counselor in such pod shall be reassigned as a floater.

- B. While assigned as a floater, Probation Counselors shall maintain his/her current shift schedule.
- C. Floaters shall fill behind vacancies, leaves or where assigned based on operational needs.
- D. Should a pod reopen, Probation Counselors reassigned as floaters shall return to his/her former pod unless he/she submitted a memo of interest for a vacancy and was appointed to such vacancy during a bid cycle or has selected an open pod during the bid.

IV. Schedule/Assignment Bidding

A. Eligibility for Bidding

- 1 Probation Counselor I and II who are not serving an original probationary period are eligible to bid to Probation Counselor Area I assignments. Probation Assistant I and II who are not serving an original probationary period are eligible to bid, annually, to Probation Assistant Area I assignments. The daily work assignments of Probation Assistant I and II will be assigned by management.
- 2 Probation Counselor II's with permanent status are eligible to bid to Area II assignments.
- 3 Probation Counselors and Probation Assistants on leaves of absence may not submit bids for schedules, unless the worker is returning to work within twenty-eight (28) calendar days of the close of bidding. Prior to selecting a schedule, any worker on leave must submit health care provider documentation authorizing his/her return to work, if applicable. Should a worker fail to return within the twenty-eight (28) calendar days, the schedule/assignment he/she bid to shall be canceled and the schedule/assignment shall be offered to other workers by memo of interest for the duration of the assignment.
- 4 Probation Counselors and Probation Assistants are responsible for bidding at his/her designated time. If a Probation Counselor or Probation Assistant does not appear at his/her designated time, or does not place a bid, the department shall designate the schedule. A Probation Counselor or Probation Assistant shall be allowed to place a bid using an authorized proxy.

B. Areas Defined:

- 1. Area I – Coded post positions whose primary responsibility is the custodial supervision of minors in the Ranch.
- 2. Area II – Coded positions whose assignments are not in Area I, including Aftercare Counselors, Ranch Program Coordinator, Enterprise Program Counselor, Transportation Officer and EDGE.
 - a. Length of Terms in Area II Special Assignments:

- i. Aftercare Counselor – Two (2) years
- ii. Ranch Program Coordinator – Two (2) years
- iii. Enterprise Program Counselor – Three (3) years
- iv. Transportation Officer – One (1) year,
Effective August 1, 2016 Transportation Officer will
be a Two (2) year assignment;
- v. EDGE - Two (2) years

C. Posting of Schedules and Bidding Procedures

- 1. The department and the union shall meet at least ninety (90) days in advance to identify schedules to be posted by gender and classification and determine date and time of bid and bidding procedures.
- 2. Management shall be responsible for posting bidding times, location, procedures and schedules at James Boys Ranch.
- 3. All bids to Area I and II are effective on the same date, however, Area II bidding shall take place in advance of Area I bidding.
- 4. Workers shall be designated a time slot to bid in seniority order.
- 5. Management shall arrange relief coverage for workers who are scheduled to work during the time slot the worker is designated to bid.
- 6. Two (2) union representatives will be present for the duration of the bidding.

D. Area I Bidding

- 1. Schedule selection for Area I positions shall be made on a seniority basis as defined in this agreement. Bidding shall occur every year during the month of July. Management shall post a schedule reflecting open positions by gender (male/female) and classification (Probation Counselor I / Probation Counselor II or Probation Assistant I / Probation Assistant II). Bidding shall occur fourteen (14) days after the posting of the schedule. Schedule changes shall occur twenty-eight (28) days after close of bidding.
- 2. Vacancies Occurring During Bid Cycle
 - a. Management shall make the determination to fill an Area I vacancy by appropriate classification and gender;
 - b. Memos of interest shall be solicited from Probation Counselors or Probation Assistants temporarily reassigned as floaters;
 - c. If no Probation Counselors or Probation Assistants are assigned as floaters, or should no floaters submit memos of interest, all other Probation Counselors or Probation Assistants may submit a memo of interest provided:

- i. He/she is eligible based on classification and gender;
 - ii. He/she is currently in a pod that does not have a vacancy or a vacancy caused by a leave of absence of more than three months.
- d. Should no other Probation Counselors or Probation Assistants submit a memo of interest, the least senior floater of the appropriate classification and gender shall be assigned to the vacancy;
- e. Should there be no floaters, the assignment shall be made in the appropriate classification and gender within the lowest twenty percent (20%) in seniority.

E. Area II Bidding

1. The rotational seniority list shall be established as of June 15, 2012.
2. Shift assignment for Area II positions shall be made on a seniority basis as defined in this Agreement and based upon rotation.
3. The worker with highest seniority stands highest on the list.
4. Probationary Probation Counselor II's shall be added to bottom of the rotational seniority list once permanent status as a Probation Counselor II is attained.
5. Once a Probation Counselor II bids into an Area II assignment, the length of such assignment must be fully completed unless mutually agreed upon between Management and the worker.
6. Once a Probation Counselor II has completed an Area II assignment, his/her name shall be rotated to the bottom of the rotational seniority list, regardless of the length of time served in such assignment, unless:
 - a. The Probation Counselor II enters the assignment mid-way through thereby being limited to completing less than 75% of the total length of assignment.
7. Should two or more workers leave an Area II assignment at the same time and be placed at the bottom of the rotational seniority list, such placement shall be in seniority order.
8. Should a worker decline to bid to an Area II assignment, he/she shall not lose his/her place on the rotational seniority list.
9. Probation Counselor II's shall not bid for an Area II assignment for three (3) years between assignments, unless no other Probation Counselor II bids for such assignment.
10. If no senior worker in the rotation bids for an Area II assignment, a worker with lower seniority in the rotation may bid to an Area II position.

11. Should an Area II assignment not be filled by rotational seniority, the least senior Probation Counselor II with permanent status as defined by this Agreement shall be assigned.
12. Should an Area II position become vacant during the bid cycle, such vacancy shall be offered to the worker highest in rotational seniority.

V. Temporary Assignments

- A. Management reserves the right to assign any worker to any assignment on a temporary basis not to exceed forty-five (45) working days.
- B. Management will take memos of interest into consideration when decisions are made regarding a temporary assignment.
- C. Management shall not temporarily assign any worker to any assignment more than once during a bid cycle.
- D. A temporary assignment may be extended, or assigned more than once during a bid cycle for the following reasons:
 1. Due to a need to move a worker related to an investigation;
 2. To fill behind a leave of absence taken by another worker;
 3. Due to extenuating circumstances;
 4. By mutual agreement provided that assignment does not extend beyond forty-five (45) additional working days.
- E. Workers assigned on a temporary basis shall be provided at least two (2) weeks notice of such assignment. Assignments may be made sooner than two (2) weeks with mutual agreement between the worker and management.

VI. Shift Rotation

- A. Shift rotation for Probation Counselors and Probation Assistants in Area I assignments shall occur every twenty-eight 28 calendar days.

VII. Shift Trades

- A. Coverage must be maintained at the level required to meet programmatic needs.
- B. Shift trades are temporary and may only take place by mutual agreement between two staff of the same series and approval of management.
- C. Shift trades must be in weekly increments (full pay period/two weeks schedule) or daily increments (one 8 or one 16 hours shift).

1. Only employees assigned within the same pod are eligible for shift trades on weekly increments;
2. Shift trades in daily increments within a pod are unlimited in number;
3. Shift trades in daily increments outside a pod may only be traded one per pay period;
4. Shift trades, whether weekly or daily must be of equal hours;
5. Shift trades must be completed within the same pay period;
6. Once a shift has been traded, it cannot be traded again;
7. Employees must have at least eight hours off within a 24 hours period.

D. Shift trades shall not occur if overtime costs would be incurred.

E. Requests

1. Weekly shift trades must be submitted no later than two weeks in advance of the proposed trade.
2. Daily shift trades must be submitted no later than seven days in advance of the proposed trade.

VIII. Distribution of Overtime

A. Voluntary Overtime Distribution

1. Voluntary overtime shall be offered prior to the use of mandatory overtime.
2. All workers shall be placed on two separate overtime lists in order of seniority, with the most senior staff placed at the top of the list for each area. The list should indicate either Area 1 or Area 2 work assignment, and also by job title indicating either Probation Counselor or Probation Assistant.
3. When overtime is needed in Area 1, the scheduling clerk or supervisor will make phone-calls starting at the top of the Area 1 list and work down to the bottom of the list. If no Area 1 staff accepts the shift, then the scheduling clerk or supervisor will move to the Area 2 list.
4. If overtime is needed for a Probation Assistant shift, then the Probation Assistant's will be called first, and if no one accepts the shift, then the Probation Counselors will be called, starting with the Area 1, then Area 2 list.
5. Once a person has accepted an overtime shift, they will be moved to the bottom of the list.
6. Every time a need arises for overtime, the phone-calls will start from the top of the list.
7. Staff has the right to have their name removed from the list. In addition, staff may provide their availability in writing to

scheduling clerk and have it listed next to their name (ie...Weekends only, PM's only). In the event the overtime that is available does not meet the staff's noted availability, the scheduling clerk will skip counselor's name. The counselor skipped will not be moved to the bottom of the list.

8. The list will also include who is eligible to work out of class as a supervisor.
9. The overtime list will be maintained in hard copy form in the Supervising Probation Counselor's log, and on the computer for all staff to see.
10. The overtime list will reset each year at the beginning of the shift bid cycle.

If no full-time staff is willing to work overtime, then extra-help staff may be contacted for shift work.

B. Mandatory Overtime Assignments

1. Workers may be mandated to remain at work or perform mandatory overtime if there are issues of safety and/or security or there are no volunteers for overtime assignments.
2. Upon management review, mandatory overtime shall be assigned in inverse seniority order on a rotational basis.
3. The order of rotation in which mandatory overtime shall be assigned shall renew at the start of each bid cycle.

C. Cancellation of Programs

Management may cancel special programs, such as sports programs or field trips, or pull workers from Area II positions in order to utilize workers with those assignments to fill shifts that otherwise may result in voluntary or mandatory overtime.

D. Restrictions on Overtime

1. Workers who call in as sick may not work overtime during any portion of the 24 hours within that paid time off;
2. Workers shall not work more than 12 hours of overtime during a 48 hour time period; except a worker may work up to 16 hours of overtime on his/her assigned day off provided the worker has had 16 consecutive hours of rest prior to and after the 16 hours of overtime;
3. Workers must have at least eight hours off during a 24 hour period;
4. Workers must have a period of 24 consecutive hours off in any 7 day period;

5. Workers serving suspension or on administrative leave shall not work overtime during the period of suspension or administrative leave;
6. The provisions of this section may not be followed in the event of a departmental emergency.

IX. Requests for Time Off

A. Vacation Bidding

1. The Department will approve the number of workers by shift permitted to take time off;
2. Priority vacation bidding shall occur every year following schedule bidding;
3. Priority vacation bids shall be by worker preference in order of seniority in minimum blocks of one week, and a maximum block of three weeks;
4. Workers are not required to participate in the vacation bidding process.

B. Vacation Requests

1. The Department will approve the number of workers by shift permitted to take time off. Requests for time off shall not be unreasonably denied;
2. All requests for time off following the vacation bidding shall be considered on a first come, first serve basis;
3. Should requests for time off be received on the same date, seniority shall be considered for approval;
4. Requests for time off outside the bidding period(s) must be submitted to the supervisor no fewer than seven days in advance;
5. Requests for time off outside the bidding period(s) submitted fewer than seven days in advance must be approved by the Probation Manager.
6. Should any requests for time off outside the bidding period(s) result in the need for overtime, such request must be approved by the Probation Manager.
7. Vacations may only be scheduled in blocks of time for which the worker will have accrued and available leave banks.
8. Accrued compensatory time off and personal leave may be utilized and scheduled as vacation time.

C. Holiday Time Off Requests

1. The Department will indicate the number of workers by shift permitted to take time off on holidays;

- 2. Holiday time off requests (excepting peak holidays) will be by worker preference;
- 3. Peak Holidays
 - a. Time off on peak holidays shall be granted based on seniority;
 - b. Workers shall, in seniority order, be granted time off on only two (2) of the three (3) peak holiday periods.
 - c. The three (3) peak holiday periods are as follows:
 - i. Thanksgiving Holiday (Thursday and Friday);
 - ii. Christmas Eve, Christmas Day;
 - iii. New Year's Eve and New Year's Day.
 - d. Management shall distribute a memo to workers each year in advance of peak holidays.


Date: 7/7/2016

County of Santa Clara

Probation Counselor Safety Unit,
SEIU, Local 521



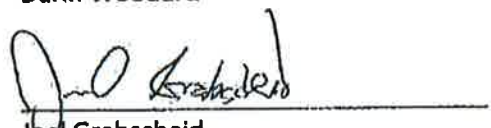
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