



LOCAL 715

SERVICE EMPLOYEES
INTERNATIONAL UNION, AFL-CIO

MEMORANDUM OF AGREEMENT
BETWEEN
LOCAL 715
SERVICE EMPLOYEES INTERNATIONAL UNION
AFL-CIO
AND
SANTA CLARA COUNTY
OFFICE OF THE PUBLIC ADMINISTRATOR/GUARDIAN

January 11, 1985

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 classifications, present and future, represented by Local 715 and employed by the Office of the Public Administrator/Guardian. Should the Union cease to represent a particular classification, the Agreement shall remain in force for the rest of the classifications.
- C. This Agreement supercedes all practices, both formal and informal, pertaining to items specifically covered in this Agreement.

II. SENIORITY DEFINITION

For the purpose of this Agreement only, seniority shall be defined as date of hire in a coded classification within the classified or unclassified service within the Office of the Public Administrator/Guardian.

III. OVERTIME

When the Department determines in advance that overtime work is necessary, the work shall be assigned as follows:

- A. All overtime shall be offered in seniority order on a voluntary basis, starting with the most senior worker in the classification effected. However, overtime work carried over at the end of a shift or that must be performed by the worker assigned to that case or task shall be continued by the worker originally performing that work or to whom that case/task was assigned.

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- B. Whenever the need for overtime work is anticipated in advance, the Office shall, whenever possible, post the opportunity on the bulletin board(s) in the area, allowing five (5) working days for interested workers to sign the posting. The posting shall include the day(s), hours, and nature of the work to be performed. When it is not possible to post the opportunity for five (5) working days, the posting shall be made as far in advance as possible.
- C. Should there be an insufficient number of volunteers to perform the job required, the obligation to perform the job shall begin with the least senior qualified worker in the affected classification of work and be rotated thereafter in inverse seniority order. It is understood and agreed that "qualified" refers to possessing certain skills or knowledges and does not refer to the relative skills or performance level of workers within a classification.
- D. After-hours calls and emergency overtime work shall be excluded from the provisions of this section.

IV. VACATION AND DAYS OFF

- A. The master vacation list will be posted during the months of March and September and will cover vacation times from April 1 through September 30 and October 1 through March 31, respectively. The list will be posted for the first ten (10) working days of March and September, during which time workers may submit their request for vacation.
- B. Workers may sign up for time off on the master list and charge their time off to vacation, personal leave, or compensatory time off. Such time must be accrued by the date the time off is to be taken.
- C. Within five (5) working days after the completion of the vacation/days off sign-up period, a list showing scheduled time off shall be posted next to the vacation sign-up sheet.
- D. The posting timelines set forth above shall not preclude workers from requesting changes or additional time off once the posting has been completed. Conflicts in scheduling time off shall be resolved by seniority. However, a more senior worker making a request or change after approval has been posted shall not be entitled to exert seniority rights over another worker whose request has already been approved.
- E. The granting of time off for the recognized holiday periods surrounding Christmas-New Year's Day (December 20th-January 5th) and Thanksgiving Weekend (Wednesday-Friday) shall be rotated annually per holiday period should more workers request time off than can be allowed off at that time. The rotation shall apply to those who sign the posting in a timely manner.
- F. The Office of the PA/G will make every reasonable effort to accommodate time off requests.

V. UNIT ASSIGNMENTS/TRANSFERS

When there is a permanent vacancy in the Office of the PA/G, the vacancy shall be filled as follows:

- A. The Office shall post the vacant position on the bulletin board(s) in the area, allowing five (5) working days for interested workers to sign the posting. The posting shall include the classification, unit assignment, hours, days, and nature of the work to be performed.
- B. Workers in the Office of the PA/G shall be entitled to bid for transfers into a vacant position in the worker's same classification before a worker can be hired from outside the Office of the PA/G.
- C. The most senior qualified worker who applies to fill the vacancy shall be selected. In considering the qualifications of the workers, management shall use as criteria experience, training potential, and the worker's quality and quantity of work in current and past assignments in the Office of the PA/G. In the event the foregoing is relatively equal, the senior worker shall be selected.

Bypassed senior worker(s) shall receive the reasons for management's determination in writing within ten (10) working days of the closing of the posting and may challenge the determination through the grievance procedure.

- D. Should no current qualified workers apply for the position, the position may be filled from the outside.
- E. Unit assignments for the purpose of this Section shall be defined as follows:

- 1. Deputy Public Guardian
 - a. LPS
 - b. Probate
 - c. Probate Investigator

- 2. Clerical
 - a. LPS
 - b. Probate
 - c. Investigator
 - d. DPA
 - e. Property

- 3. Accounting
 - a. Accounts receivable
 - b. Accounts payable
 - c. Court Accounting

- 4. Should the County reorganize the above-named units, the parties shall meet to identify the assignments of the reorganized units.

- F. This provision shall also apply to requested transfers between clerical and accounting unit assignments.

VI. TRAINING

- A. The Office of the PA/G shall provide training in the following areas to the following workers in 1985 as part of the regular duties and during normal working hours. Such training shall be repeated as necessary.
 - 1. Self defense--to DPG's, DPG/I's, DPA's, Estate Property Technicians (EPT and Senior EPT) and staff assigned to work at the reception desk as routine or regular relief assignments.
 - 2. Escalation--to DPC's, DPA's, DPG/I's, and clerical workers regularly assigned to work or provide backup at the reception desk
 - 3. Restraining--to DPG's, and DPG/I's.
- B. This shall not be interpreted to limit any other job or safety-related training appropriate to the Office of the PA/G.
- C. Clerical workers shall be advised of all general clerical training provided by the Office. Workers shall be allowed to attend training that directly affects the worker's job duties. Workers shall advise the Office of their interest in attending the training. The Office shall make arrangements to provide such training as workload allows.
- D. The Office shall provide initial client benefit training to Deputy Public Administrators which shall be updated as changes occur in benefits or procedures.
- E. Coded staff shall be given preference to attend training before temporary or extra-help workers.

VII. TERM

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The term of this Agreement will be from January 11, 1985 and shall continue in effect up to and including February 28, 1986. 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 preceding the February termination date. If such notice is provided, negotiations of a successor agreement shall take place in accordance with Section 8.15 of the Master Agreement. If no agreement is reached, impasse may be declared by either party, the impasse procedures to be followed also in accordance with Section 8.15 of the Master Agreement.

For the Union:

For the County:

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