

SANTA CLARA COUNTY TRANSPORTATION AGENCY

AND

SEIU, LOCAL 715

DEPARTMENTAL AGREEMENT

I. Preamble

- A. This Agreement has been negotiated pursuant to Article 8, Section 8.15 of the Memorandum of Agreement between Local 715, Service Employees International Union and the County of Santa Clara.
- B. This Agreement covers all workers, present and future, in all bargaining units represented by Local 715, SEIU and employed in the Transportation Agency. Should the Union cease to represent a particular classification, the Agreement shall remain in force for the rest of the classifications.

II. Seniority

- A. Seniority shall be defined as Days of Accrued Service (DOAS) in all coded classifications within the classified or unclassified service with the Transportation Agency. Seniority from the date of the Agreement forward, shall be maintained and accumulated during industrial, maternity, and military leaves. Seniority shall be maintained but not accumulated for all other authorized unpaid leaves.
- B. For workers employed by the Agency as of the date of this Agreement, seniority up to that date shall be their present seniority, converted to days of service, irrespective of full-time or part-time status. Such calculation shall include the maintenance and accrual of seniority during industrial, maternity and military leaves. Conversion shall take into account all other authorized unpaid leaves, during which seniority has been maintained but not accrued, per Article 2, Section B of the prior Agreement.

DOAS shall be computed this one time only for all current Agency workers at the time of signing this agreement as follows:

1. DOAS shall be calculated based on the number of calendar days between the worker's original date of hire with the Agency, as shown on the latest published

Agency seniority list and the signing of this Agreement. This number of calendar days shall be multiplied by a 5/7 factor to reduce the number to the number of working days within this period.

2. The days of accrued service as shown on the worker's pay warrant shall be subtracted from the number of working days as calculated above to arrive at the worker's constant factor. This factor shall then be combined with the DOAS as shown on the pay warrant to determine the worker's future seniority position.
 3. NOTE: Individuals who were on staff as of the effective date of the previous Agreement will be credited with unbroken extra help service by October 21, 1977.
- C. DOAS for the purpose of departmental seniority shall be as they appear each pay period on the worker's pay warrant and on the departmental payroll register as computed by the Finance Department, plus or minus a constant factor established at conversion to DOAS.
 - D. Management shall notify the Union office within fifteen (15) working days of hiring, in cases of exact ties in seniority within a classification. In such cases, the Union shall be the sole determinant of ties and shall notify management, in writing, at the earliest possible time.
 - E. Effective the date of this Agreement and thereafter, all current workers and workers hired into the Transportation Agency shall have DOAS for seniority purposes as defined in this Section. If a worker resigns or leaves the Agency, her/his DOAS starts upon the effective date of rehire into the Agency (except as modified in Section VIII, Inter-department Transfer of Positions).
 - F. Management shall establish a master seniority list based on the above definition and post a copy on each appropriate bulletin board. A copy will be provided to the Union. Such list shall be updated semi-annually. Workers or the Union shall notify Personnel in writing of any discrepancies within thirty (30) days of the posting. A written response will be sent to the worker and the Union copied within ten (10) working days of receipt. It is agreed this time frame may not be reasonable during initial conversion to DOAS.

As of the date of the Agreement, each worker in the Agency shall be notified of this change in seniority calculation and of her/his respective seniority.

- G. It is agreed that appropriate joint audits be conducted during the transition to DOAS, in order to ensure that each worker's present seniority placement neither changes or is advantaged or disadvantaged by the initial conversion to DOAS.

III. Work Units

- A. For purposes of this Agreement, work units are as listed in Appendix A.
- B. During the term of this Departmental Agreement, subject to the provisions of the Master Agreement, the Union will be notified in a timely manner of any contemplated changes to the work units and will be provided with an updated Appendix A. Modification of any work unit shall be subject to the meet and confer process.

IV. Work Assignments

- A. For purposes of this Section, "work assignments" shall mean hours of work, days off, base of operations and work unit.
- B. New or vacant work assignments in a given classification shall be offered to all qualified workers outside the work unit in the Agency in that classification by seniority. When more than one regular shift exists within a work unit, bidding for the new or vacant work assignment shall include workers within the unit assigned to other shifts.

For transfer purposes a classified worker can transfer only to classified and an unclassified worker can transfer only to unclassified.

In Road Operations - Maintenance, bidding will take place within the base of operations first, and then at other bases.

- C. Special qualifications may be necessary for a given work assignment within a classification. Bidding may be limited to workers who possess those qualifications. Notice of special qualifications shall be included in the bid. Without any special qualifications, the job specifications shall apply to define qualifications required.
- D. An unassigned differential in a clerical work unit, whether as a full or partial assignment, shall be offered to workers within the unit not then receiving the differential in seniority order, merit and ability being adequate. The Department may require the least senior worker within a work unit to take the assignment. Any resulting vacancy will be posted for bid and selection made in accordance with Sections IV. E. and IV G.

- E. The bidding period shall be a maximum of six (6) working days. During this posting period, qualified workers from outside the work unit or on a different shift within the work unit may submit bids. Any vacancy created by the selection of someone bidding the original vacancy shall cease after two additional posting periods or if no transfer requests have been received, whichever occurs first. Thereafter, vacancies may be filled through appropriate Merit System Rule Procedures. The parties may agree to an expedited bid process.
- F. Workers who are absent on an approved leave may leave an authorized and signed proxy bid with their Union Steward. The Steward can submit any proxy bids, if postings occur.
- G. The most senior worker within the Agency who applied for a transfer to fill a vacancy shall be selected for that vacancy unless Management can demonstrate that the worker lacks the qualifications to perform the job sought. In considering the qualifications of the worker, management may use as criteria experience in like assignments, a candidate's disciplinary record, and the quality and quantity of the work in current and past assignments. A disqualified senior worker may challenge the determination through the grievance and arbitration procedure of the Collective Bargaining Agreement between the parties. The burden to establish the correctness of its determination is on management.
- H. Workers shall be assigned to regular shifts with regular days off. In the event that a change of hours or days off is considered by management, the Union and the workers concerned shall be notified in writing. In the event that the Union wishes to meet and confer on such a change with management, no decision shall be made by management until the meet and confer process has been completed. Emergency changes of hours may be made without such notice for up to five (5) working days on a voluntary basis. Such emergency changes will not be used as a means to avoid overtime payment.
- I. The Transportation Agency and the Union agree that no provisional appointments will be made for any position covered by this Agreement without mutual agreement.
- V. Work Out of Classification
- A. When the department determines that a Work Out of Classification (WOOC) assignment is necessary, and the assignment is from one Local 715 represented classification to another Local 715 represented classification, the assignment shall be offered on a rotational basis by seniority.

- B. Every January, management will notify all workers of the sign-up period for Work Out of Classification and conduct the annual sign-up.
- C. The rotational list shall include all qualified workers in the work unit who have signed up and shall first be established in seniority order (most senior first) and thereafter be rotational. Each worker who was offered or worked the assignment shall be moved to the bottom of the list.
- D. The Agency shall notify those workers who are deemed not qualified for a particular assignment within 45 days after the closing of the sign-up period, and will meet and confer with the Union upon request during the next 15 days to review the list of those disqualified. This list will be in effect for one year, at which time a new sign-up will be held.
- E. Workers assigned to a work unit after the Work Out of Class list has been established will be placed on the list in seniority order.
- F. Management may require the worker at the top of a WOOC list, as it exists, to take an assignment if all others on the list refuse the assignment.
- G. Each worker on the list may remove her/his name from the list by giving written notice to the supervisor. This worker cannot then be reinstated on the WOOC list until the next January sign-up period.
- H. Refusal of two offers of WOOC in any one year sign-up period will be cause for a worker to be deemed not eligible for future WOOC assignments in that year.
- I. It is agreed that WOOC assignments within the survey crews will be first offered to qualified individuals working within the particular crew.
- J. Any worker absent and therefore unavailable for WOOC assignment shall be deemed to have been offered the assignment. This shall not be considered a refusal as described in Section V. H. above.
- K. If a WOOC assignment is less than eight (8) hours, the worker will retain her/his position on the list until a minimum of eight (8) hours is reached.

VI. Holiday and Overtime Work

- A. Each January, Management shall establish a list by seniority and classification of those workers who have

indicated in writing they wish to be offered overtime or holiday work, or both. New employees may add their names to these lists at time of appointment. Anyone removing her/his name from the list may not replace it until the next sign-up.

- B. Overtime will normally be offered first to the worker performing that activity during the preceding shift when applicable. Management agrees that all possible advance notice of overtime assignments will be given.
- C. In the event that the worker declines or that (B) above is inapplicable, overtime and holiday work shall be offered rotationally in seniority order to qualified workers. In the event that no one volunteers and the only alternative would be contracting outside labor, the least senior available worker at the location affected shall be required to work. Union and Management agree that this clause does not prohibit the County from contracting out.
- D. The Union recognizes and accepts that in emergency situations it may not be possible to follow the above procedure for overtime assignment.
- E. Exceptions to the Overtime and Holiday Section shall be the Aviation Division and the Marketing and Commuter Services Division of the Transit Operations Division where workers shall work holidays according to regularly scheduled work days.

VII.

Vacation Scheduling

- A. Vacations shall be scheduled by seniority in minimum blocks of one week. In case of split vacations, after first selection of the most senior worker will be placed at the bottom of the list. Work force needs and worker preference shall be considered when scheduling time off.
- B. In the event that all workers who request a particular vacation period cannot be released, seniority preference shall apply.
- C. In Roads Operations, cancelled vacation slots will be offered by seniority to those workers who had selected that time (or a portion thereof) as their first choice but were denied per B above. Any resulting vacant slots shall be offered in the same way. After that, vacancies would then be posted and offered on a first come basis.
- D. Aside from regularly scheduled vacations, workers may use accrued vacation time for personal, unusual, or emergency

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

VIII.

Inter-departmental Transfer of Positions

In the event of Transfer of a position from the Transportation Agency to another Department, the following rules shall apply:

- A. The transfer shall be offered to the worker performing the specific activity.
- B. If that worker declines or if the function is not identified with a particular employee, the transfer shall be offered by seniority preference within the classification within the Agency as defined in II. A.
- C. In the event that none of the above workers wishes to transfer and vacant codes in that classification exist and are to be filled then the vacant code will be transferred.
- D. In the event that no vacant codes exist and no workers volunteer to transfer, the least senior qualified worker in the classification shall be transferred, except in the case of the Engineering Technician series where in the event that no vacant codes exist and no workers volunteer and the position is identified with a particular worker, then that worker will be transferred.
- E. In the event that an entire section or division is transferred from the Agency and A, B, and C are not applicable, the worker performing the specific activities shall be transferred. All the involuntary transferees will maintain their seniority in the Agency in the event of their future return.

IX. Stewards

In those instances referred to above when the appropriate Steward cannot be notified, the Agency shall notify the Chief Steward.

X. Term

The term of this Agreement will be to and including February 28, 1989. 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: April 21, 1988

FOR SANTA CLARA COUNTY

Konrad DeGrande

Julie Scott

Alan V. Jones

FOR LOCAL 715, SEIU

Yeb Mays

Carlos F. Barajas

Riccardo Mosoni

Arthur Bye

J. White W. L.
R

Bettye Jean Heflin

Sherry Libbitt-Wilkinson

D. Scott Conklin

cew [unclear] [unclear]

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APPENDIX A
WORK UNITS

1. Administration
 - A. Security

2. Human Resources Division
 - A. Administration
 - B. Employee Training
 - 1) Berger Drive
 - 2) Chaboya
 - C. PCU (includes mail room)

3. Fiscal Resources Division
 - A. Finance
 - 1) Accounts Receivable
 - 2) Accounts Payable
 - 3) Transit Payroll
 - 4) County Payroll
 - 5) Administration
 - B. Data Processing
 - C. Systems and Budget (Administration & Reception)

4. Transportation Development Division
 - A. Administration
 - B. Program Development
 - C. Construction
 - D. Project Design
 - E. Property

5. Road Operations Division
 - A. Administration and Road Engineering
 - B. Road Equipment Maintenance
 - 1) West Yard
 - 2) South Yard
 - 3) Schallenberger, (Operations)
 - C. Road Maintenance (see attached listing of Static Crews for detail)
 - 1) West Yard
 - 2) South Yard
 - 3) Schallenberger, (Operations)
 - 4) Mount Hamilton
 - D. Lighting and Signal Center

APPENDIX A (CONTINUED)

WORK UNITS

6. Aviation Division
 - A. Administration
 - B. Palo Alto
 - C. Reid Hillview
 - D. South County

7. Marketing and Commuter Services Division

8. Transit Operations Division
 - A. Administration - Berger
 - B. Transit Service Scheduling and Planning
 - C. Operations and Support
 - 1) Admin. Support - Berger
 - 2) Agnews Yard
 - a) Operations
 - b) Maintenance
 - 3) Chaboya Yard
 - a) Operations
 - b) Maintenance
 - 4) North Yard
 - a) Operations
 - b) Maintenance
 - 5) South Yard
 - 6) Support Services
 - a) Vehicle Engineering
 - b) Overhaul and Repair
 - c) Material Control
 - d) Facility Maintenance
 - 7) Communications

9. Light Rail Division

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APPENDIX B

MAINTENANCE - STATIC CREW LISTING

Operations

Utility Crew	1	RMW IV Lead
	1	RMW III
Tree Crew	1	RMW III DF
Transport Duties	1	RMW IV Operator
Sign Crew	1	RMW III
Inmate Crew	1	RMW III Lead
Sweeper Pool	1	RMW III Operator
Frost Loader	1	RMW III Operator
Equipment Operations Pool	3	RMW IV
	4	RMW III
Landscaping	1	RMW III
Bus Stop Maintenance (Transit Support)	5	RMW III

South Yard

Sign Crew	1	RMW III
Equipment Operations Pool	2	RMW IV
	2	RMW III
Small Patch Crew	1	RMW III Lead

West Yard

Utility Crew	1	RMW IV Lead
	1	RMW III
Tree Crew	1	RMW III DF
Transport Duties	1	RMW IV Operator
Sign Crew	1	RMW III
Inmate Crew	1	RMW III Lead
Sweeper Pool	3	RMW III Operator
Frost Loader	1	RMW III Operator
Equipment Operations Pool	6	RMW III
Fence & Guardrail Crew	1	RMW IV Lead
	1	RMW III
Landscaping	1	RMW III

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