

Negotiations between Service Employee International Union, Local 521
and
County of Santa Clara

CLERICAL UNIT

SEIU CLERICAL COUNTER #7 TO COUNTY

DATE: 6/22/23

TIME: 1707

*passed
6/22/23
@1707*

- | | |
|---|---|
| B.1 SALARY | UP – HOLD CCL 5/22 (TITLES) |
| REALIGNMENTS | UP – TA to CTY 5/12 & 5/17 (CLASS CHGS) |
| B.2* STAFF MEETINGS | UP – MODIFIED 6/20 |
| B.3 TRANSFER AND EXAMINATION SYSTEM | UP – CCL to UP 6/12 |
| TRANSFER PILOT SIDE LETTER | UP – HOLD PENDING MASTER 6/12 |
| B.4 UNION-COUNTY CLERICAL EDUCATION PROGRAM | UP – HOLD PENDING MASTER 6/12 |
| B.5* TIME OFF FOR CAREER ADVANCEMENT | UP – CCL to UP 4/18 |
| B.6* TYPING TESTS | UP – TA to CCL 6/5 |
| B.7* TRAINING | UP – TA to CCL 5/12 |
| B.8* UNION LOGO | UP – TA to CCL 5/17 |
| B.9 DIFFERENTIALS | UP – TA to CCL 5/12 |
| B.10 LEAD ROTATION PROGRAM | UP – TA to CCL 5/12 |
| B.11 PROMOTIONAL OPPORTUNITY PROGRAM | UP – MODIFIED 6/12 |
| B.12* EXECUTIVE ASSISTANT I/II ALTERNATE STAFFING | UP – HOLD to UP 4/18 |
| B.13 ALTERNATE STAFFING/TRAINEE | UP – TA FROM CTY 6/14 |
| B.14* CONFIDENTIAL CLERICAL | UP – SEIU & CTY TA to CCL 5/15 |
| B.15 WEEKEND OFF PROVISION | UP – TA to UP 6/12 |
| B.16* REQUEST FOR ALTERNATE HOURS SCHEDULE | UP – TA to CCL 5/15 |
| B.17 WORK OUT OF CLASS | UP – TA to CP 5/12 |
| | UP – SEIU & CTY TA to CCL 6/20 |
| | UP – MODIFIED to 6/22 |

SERVICE EMPLOYEE INTERNATIONAL UNION RESERVES THE RIGHT TO MAKE ADD, DELETE AND/OR MODIFY THESE PROPOSALS.

B.1 Salaries

UP – HOLD TO CCL TABLE TITLES) 5/22/23
TA – TO CTY 5/12 OR 5/17 CLASSIFICATION CHANGES

Salaries shall be identified by job code on the salary table (Appendix A)

JOB CODE	JOB TITLE <u>CLASSIFICATION</u> JOB TITLE
D98	ACCOUNT CLERK I
D97	ACCOUNT CLERK II
C60	ADMINISTRATIVE ASSISTANT
D88	ASSESSMENT CLERK
D55	BOARD CLERK I
D54	BOARD CLERK II
D81	CASHIER
F19	CHILD SUPPORT DOCUMENT EXAMINER
F57	CLERK-RECORDER OFFICE SPECIALIST I
F56	CLERK-RECORDER OFFICE SPECIALIST II
F55	CLERK-RECORDER OFFICE SPECIALIST III
D72	CLIENT SERVICES TECHNICIAN
G33	DATA ENTRY OPERATOR
G34	DATA ENTRY OPERATOR TRAINEE
D03	DATA OFFICE SPECIALIST
G97	ELECTION SPECIALIST
C29	EXECUTIVE ASSISTANT I
C19	EXECUTIVE ASSISTANT II
J69	HEALTH INFORMATION CLERK I
J68	HEALTH INFORMATION CLERK II
J67	HEALTH INFORMATION CLERK III
J78	HEALTH INFORMATION TECHNICIAN I
J77	HEALTH INFORMATION TECHNICIAN II
D2E	HEALTH SERVICES REPRESENTATIVE
G52	HOSPITAL COMMUNICATIONS OPERATOR
D29	HOUSE STAFF COORDINATOR
F38	JUSTICE SYSTEM CLERK I
F37	JUSTICE SYSTEM CLERK II
D5F	LAFCO OFFICE SPECIALIST CLERK TA to CTY 5/17
D43	LAW ENFORCEMENT CLERK
D63	LAW ENFORCEMENT RECORDS SPECIALIST

JOB CODE	JOB TITLE CLASSIFICATION JOB TITLE
D42	LAW ENFORCEMENT RECORDS TECHNICIAN
F14	LEGAL CLERK
F16	LEGAL CLERK TRAINEE
D70	LEGAL SECRETARY I
D66	LEGAL SECRETARY II
D74	LEGAL SECRETARY TRAINEE
J58	LIBRARY CIRCULATION AIDE
E54	LIBRARY CLERK
E16	LIBRARY PAGE
E24	LIBRARY TECHNICIAN
D3F	MANAGED CARE INTAKE COORDINATOR - VHP TA to CTY 5/12
D79	MEDICAL ADMINISTRATIVE ASSISTANT I
D76	MEDICAL ADMINISTRATIVE ASSISTANT II
D75	MEDICAL OFFICE SPECIALIST
D87	MEDICAL TRANSCRIPTIONIST
D02	MEDICAL UNIT CLERK
E61	MENTAL HEALTH OFFICE SPECIALIST
D51	OFFICE SPECIALIST I
D49	OFFICE SPECIALIST II
D09	OFFICE SPECIALIST III
P71	OPERATING ROOM CLERK
D48	PATIENT BUSINESS SERVICES CLERK
R21	PHARMACY ASSISTANT
D5H	PLANNING COMMISSIONS CLERK
G71	PRECINCT PLANNING SPECIALIST
D58	RECORDABLE DOCUMENTS INDEXER
D57	RECORDS RETENTION SPECIALIST
D3A	RESOURCE SCHEDULING REPRESENTATIVE
D62	REVENUE COLLECTIONS CLERK
E87	SENIOR ACCOUNT CLERK
D83	SENIOR ASSESSMENT CLERK
G32	SENIOR DATA ENTRY OPERATOR
D61	SENIOR DATA PROCESSING EQUIPMENT OPERATOR
D1E	SENIOR HEALTH SERVICES REPRESENTATIVE
E39	SENIOR LIBRARY CLERK

JOB CODE	JOB TITLE CLASSIFICATION JOB TITLE
X09	SENIOR OFFICE SPECIALIST
D45	SENIOR PATIENT BUSINESS SERVICES CLERK
S2D	SURGERY SCHEDULER TA to CTY 5/12
E20	TELECOMMUNICATIONS SERVICES SPECIALIST TA to CTY 5/12
D11	TRANSCRIPTIONIST
D04	TUMOR REGISTRAR
D5J	TRANSLATOR/INTERPRETER TA to CTY 5/17
D35	VALLEY HEALTH PLAN (VHP) ASSISTANT TA to CTY 5/12
D4M	VALLEY HEALTH PLAN (VHP) CLAIMS EXAMINER
D25	VALLEY HEALTH PLAN (VHP) MEMBER SERVICES REPRESENTATIVE
F5F	VITAL RECORDS SPECIALIST I
F5E	VITAL RECORDS SPECIALIST II

REALIGNMENTS: **UP – MODIFIED 6/20/23**
UP – HOLD TO CCL TABLE TITLES 5/22/23
TA – TO CTY 5/12 & 5/17 CLASSIFICATION CHANGES (see above)

JOB CODE	JOB-TITLE CLASSIFICATION	REALIGNMENT
D98	ACCOUNT CLERK I	
D97	ACCOUNT CLERK II	
C60	ADMINISTRATIVE ASSISTANT	
D88	ASSESSMENT CLERK 2.0	5.0% 5.5 7 (FC) table chg
D55	BOARD CLERK I	
D54	BOARD CLERK II	
D81	CASHIER	2.0% TA 3.5 4.5 6 8
F19	CHILD SUPPORT DOCUMENT EXAMINER	
F57	CLERK-RECORDER OFFICE SPECIALIST I 1.5	2.0% 4.5 7 table chg
F56	CLERK-RECORDER OFFICE SPECIALIST II	2.0% 4.5 7
F55	CLERK-RECORDER OFFICE SPECIALIST III 2.0	2.5% 3 table chg
D72	CLIENT SERVICES TECHNICIAN 3.25	3.0% 6.5 8.0 15 (FC)
G33	DATA ENTRY OPERATOR	1.0% TA
G34	DATA ENTRY OPERATOR TRAINEE	1.5% TA
D03	DATA OFFICE SPECIALIST 4.0	3.0% 7.0 8.5 15 20 TC
G97	ELECTION SPECIALIST	
C29	EXECUTIVE ASSISTANT I	

JOB CODE	JOB TITLE CLASSIFICATION	REALIGNMENT
C19	EXECUTIVE ASSISTANT II	
J69	HEALTH INFORMATION CLERK I	1.5% TA 5-0 8-5 11-5
J68	HEALTH INFORMATION CLERK II	1.0% 5-0 8-5 11-5
J67	HEALTH INFORMATION CLERK III	1.0% 5-0 8-5 11-5
J78	HEALTH INFORMATION TECHNICIAN I	
J77	HEALTH INFORMATION TECHNICIAN II	
D2E	HEALTH SERVICES REPRESENTATIVE	4.0% 5-0 5-5 7 20
G52	HOSPITAL COMMUNICATIONS OPERATOR	3.0% 4-5 5-5 7
D29	HOUSE STAFF COORDINATOR	
F38	JUSTICE SYSTEM CLERK I	2.5% 4-1 6-5 8
F37	JUSTICE SYSTEM CLERK II	0% 2-0 3-0 4
D5F	LAFCO OFFICE SPECIALIST CLERK	
D43	LAW ENFORCEMENT CLERK	1.5% 4-5 5-5 7
D63	LAW ENFORCEMENT RECORDS SPECIALIST	
D42	LAW ENFORCEMENT RECORDS TECHNICIAN	
F14	LEGAL CLERK	CURRENT RECLASS 2.0% 4-0 5-5 7 11
F16	LEGAL CLERK TRAINEE	CURRENT RECLASS 1.0% 4-0 5-5 7 10
D70	LEGAL SECRETARY I	CURRENT RECLASS 2.0% 5-0 8-5 10 12
D66	LEGAL SECRETARY II	CURRENT RECLASS 2.5% 5-5 6
D74	LEGAL SECRETARY TRAINEE	CURRENT RECLASS 1.0% 4-5 7-5 9
J58	LIBRARY CIRCULATION AIDE	2.5% TA 7-5 10
E54	LIBRARY CLERK	CAN JUSTIFY 3.5% 5-0 11 15
E16	LIBRARY PAGE	9.75% TA 11 15 20
E24	LIBRARY TECHNICIAN	TA CAN JUSTIFY 6.75% 7-1 9-0 15
D3F	MANAGED CARE INTAKE COORDINATOR - VHP	
D79	MEDICAL ADMINISTRATIVE ASSISTANT I	2.0% 4-0 5-5 7 8
D76	MEDICAL ADMINISTRATIVE ASSISTANT II	2.0% 4-0 5-5 7 8
D75	MEDICAL OFFICE SPECIALIST	
D87	MEDICAL TRANSCRIPTIONIST	
D02	MEDICAL UNIT CLERK	3.0% 5-0 6-5 8
E61	MENTAL HEALTH OFFICE SPECIALIST	
D51	OFFICE SPECIALIST I	CTY OFFERED 1.5% 1.5% 2-0 4-5 7 8
D49	OFFICE SPECIALIST II	CTY OFFERED 1.0% 2.0% 4-5 7 10
D09	OFFICE SPECIALIST III	CTY OFFERED 1.0% 2.0% 3 10
P71	OPERATING ROOM CLERK	

highlight on cross out 4.5 (TC)

JOB CODE	JOB-TITLE CLASSIFICATION	REALIGNMENT
D48	PATIENT BUSINESS SERVICES CLERK	4.0% 6.0 7.5 10
R21	PHARMACY ASSISTANT	1.5% TA
D5H	PLANNING COMMISSIONS CLERK	
G71	PRECINCT PLANNING SPECIALIST	
D58	RECORDABLE DOCUMENTS INDEXER	
D57	RECORDS RETENTION SPECIALIST	
D3A	RESOURCE SCHEDULING REPRESENTATIVE	4.0% 9.0 9.5 10
D62	REVENUE COLLECTIONS CLERK	
E87	SENIOR ACCOUNT CLERK	
D83	SENIOR ASSESSMENT CLERK	
G32	SENIOR DATA ENTRY OPERATOR	
D61	SENIOR DATA PROCESSING EQUIPMENT OPERATOR	
D1E	SENIOR HEALTH SERVICES REPRESENTATIVE	4.5% 7.0 7.5 9 15
E39	SENIOR LIBRARY CLERK	3.0% 6.0 11 15 26
X09	SENIOR OFFICE SPECIALIST	
D45	SENIOR PATIENT BUSINESS SERVICES CLERK	3.0% 5.5 6 10
S2D	SURGERY SCHEDULER	2.0% 3.0 5.5 7 10
E20	TELECOMMUNICATIONS SERVICES SPECIALIST	
D11	TRANSCRIPTIONIST	
D04	TUMOR REGISTRAR	
D5J	TRANSLATOR/INTERPRETER	
D35	VALLEY HEALTH PLAN (VHP) ASSISTANT	
D4M	VALLEY HEALTH PLAN (VHP) CLAIMS EXAMINER	1.0%
D25	VALLEY HEALTH PLAN (VHP) MEMBER SERVICE REPRESENTATIVE	4.5% 6.0 9.0 15
F5F	VITAL RECORDS SPECIALIST I	
F5E	VITAL RECORDS SPECIALIST II	

B.2 - Staff Meetings – CCL TO UP 6/12/23

The County agrees as a matter of principle that clerical representation is appropriate in department staff meetings which discuss items impacting on the clerical functions or working conditions. The Union can request from each department the procedure for implementing this principle no more than once during the term of this agreement. ~~The parties agree that such procedures are appropriate for meeting and conferring at the departmental level and subject to the provisions of Article 8.15(b).~~ ~~If discussion is related to the impact of clerical functions, working conditions, or implementation of such changes, the staff meeting shall not impact the Unions right to meet and confer.~~

B.3 TRANSFER AND EXAMINATION SYSTEM - UP – HOLD TO MASTER 6/12/23

~~1. The County shall maintain an electronic information system to distribute transfer opportunities and examination information to clerical workers. These information kiosks will be located at VMC (AOB); 70 W. Hedding (8th Floor) and SSA — Julian (HR). The County will provide currently available data via an electronic information system. The system will consist of the following:~~

~~County intranet (internal) website at connect.sccgov.org and County internet (external) website at www.sccjobs.org which will provide information for open competitive opportunities, promotional opportunities and county wide transfer opportunities including unclassified positions for all County Agencies. The transfer information will include the job title, special skills (if unusual), contact person, telephone number, and location and hours of work, if available. The current promotional and open competitive examinations information will include title and final filing date. If cutoff dates are established for continuous examinations, that information will be included also.~~

- ~~a) ——— Prior to filling any position from the appropriate eligibility list within this unit, notice of the vacancy shall be listed on the County intranet website for seven (7) calendar business days.~~
- ~~b) ——— Information will be updated on the County intranet website and internet websites as revised information is available.~~

2. Voluntary Transfer Opportunities

~~The County shall continue a transfer information system which workers access on-line to obtain information on transfer opportunities for classifications within Clerical Bargaining Unit resulting from:~~

- ~~a) ——— New positions authorized to the department, and~~
- ~~b) ——— Vacancies resulting from promotion, resignation, termination or transfer. Such transfer opportunities shall be listed with the transfer information system. Positions listed with the transfer information system shall be listed for five (5) working days prior to filling the position. The County will continue routine distribution of transfer and promotional opportunities.~~

3. Lateral Transfer

~~Lateral transfers will be posted on the County website. Both permanent and probationary workers may apply. Workers in a classification who wish to transfer to another position in the same classification within the County may apply online. If there are five or more names within the same classification on the transfer list, the County will interview the five most senior employees, based on days of accrued service and select one. If there are less than five qualified workers within the same classification, then all must be interviewed prior to requesting the appropriate Merit system eligible list. The filing of vacancies by transfer shall be consistent with Merit System rule Section A25-184c.~~

~~Probationary workers shall not have their probationary period extended due to lateral transfer if it is within the same classification. Workers who transfer to another position in a different classification must serve a new probationary period.~~

4. Administrative Transfers

Based on the need identified by the Department/Agency transfers between geographic locations will be made as follows;

a) — Volunteers in order of most seniority — County service seniority by days of accrued service with the County.

b) — Assigned by inverse order of most seniority — County Service seniority by days of accrued service with the County.

NOTE: Upon Union request, the County will meet and confer on the group of workers employees being designated for the seniority purposes of this section.

c) To abide by the Americans with Disabilities Act and to comply with any other requirements of law as in transfers necessitated by sustained civil rights complaints. Notwithstanding the provisions described above in this subsection, workers assigned to the VMC Bureau campus shall be considered to be in one and the same geographical location.

Sideletter between County of Santa Clara
and
SEIU Local 521 Clerical Unit

B.3 TRANSFER PILOT - HOLD TO 6/12/23 AND OUTCOME AT MASTER

Within sixty (60) calendar days following ratification of the labor agreement, the County of Santa Clara and SEIU Local 521 Clerical Unit mutually agree to:

The County will use the existing transfer opportunities site to post transfer opportunities in the following Clerical Bargaining Unit for all classifications that the County intends to shall fill:

- ~~Account Clerk II~~
- ~~Administrative Assistant~~
- ~~Client Services Technician~~
- ~~Health Services Representative~~
- ~~Medical Unit Clerk~~
- ~~Office Specialist II~~
- ~~Office Specialist III~~
- ~~Senior Health Services Representative~~

Employees in Clerical Bargaining Unit classifications will be able to access this site on-line. This section supersedes Appendix B.3 – Transfer and Examination System for the classifications listed above.

1. Job announcements for the quarterly transfer list shall be posted for ten (10) working days quarterly. The first ten (10) working day posting will commence the first full pay period of the fiscal year quarter beginning July 1, 2023 and will continue every quarter. All job postings may be accessed at www.sccjobs.org. The four “quarters” of each fiscal year start on: 1) July 1; 2) October 1; 3) January 1; and 4) April 1.

2. The job announcement will have questions that allow the employee to choose transfer preferences which may include:

- Unit/Department
- Location
- Shift
- Code Status (i.e., Full-Time Equivalent Status, such as .5, .6, .7, .75, .8, .9, or 1.0)

3. Employees in Clerical Bargaining Unit classifications only need to apply on the quarterly transfer list once per quarter. Should a clerical worker wish to change any component of their transfer preference they must wait until the next quarter posting.

Once this process is completed, the newly created quarterly transfer list shall be considered the most current transfer list and the previous list will be abolished. Employees must apply each quarter to be on that quarter’s transfer list.

The County shall be able to conduct open-competitive or promotional recruitments concurrently with transfer postings. Should a vacancy be posted as promotional or open-competitive, any clerical worker interested, eligible, and on the transfer list will be interviewed and considered prior to interviewing outside candidates.

4. To be eligible to apply for the quarterly transfer posting, a clerical worker must: 1) meet the applicable employment standards; 2) be probationary or permanent; and 3) fall within the fifteen percent (15%) transfer band. (HOLD FOR MASTER LANGUAGE 5/9/23)

5. To be removed from the quarterly transfer list, clerical workers must submit a request in writing to ESA Human Resources, currently hr@esa.sccgov.org. *Question: If an offer is made and declined are you removed from the current list?*

6. Clerical workers who transfer to another position in a different classification must serve the appropriate probationary period in the new classification as required under County ordinance section A25-175.

7. This Pilot Agreement shall remain in effect as a pilot from date of execution by the parties through June 30, 2024. This Pilot Agreement shall expire by its own terms on June 30, 2024 and shall not be considered the status quo. The parties will assess the Pilot Agreement quarterly ~~four "quarters"~~ of each fiscal year starting on: 1) July 31; 2) October 31; 3) January 31; and 4) April 30, 2024.

B.4 Union-County Clerical Education Program UP – CCL TO 4/18

- a) Within the first sixty (60) calendar days of ratification of this Agreement, a Joint Labor-Management Committee composed of four (4) members and one (1) alternate from the Union and four (4) members and one (1) alternate from Management shall convene to collaboratively develop educational courses and programs which will enhance the career opportunities for workers in the Clerical Unit. Within ninety (90) calendar business days of ratification of same, the committee shall convene to determine tasks and deadlines related to the development of the educational courses and programs. The committee will continue to meet as mutually determined necessary.
- b) A seven thousand and two hundred fifty-dollar (\$7,250) ~~fourteen-thousand-dollar (\$14,000)~~ fund has been established for the first fiscal year of this program and fourteen thousand dollars (\$14,000) for each subsequent fiscal year during the term of this Agreement. Funds for this program shall not be expended until the determination and finalization of programs by this committee. Any funds not expended shall be rolled into the next fiscal year.
- c) The Committee will:
 - 1. Develop and distribute a questionnaire for the clerical workers to determine courses of highest interest and priority.
 - 2. Develop a list of courses which will enhance the career opportunities for workers in the Clerical Unit.
 - 3. Evaluate available resources and facilities that support the implementation of agreed upon courses.
 - 4. Review all aspects of the program on an annual basis.
- d) The County will have final decision on scheduling and will assume responsibility for scheduling and providing facilities for such courses. Scheduling shall be arranged, when possible, to minimize impact on the normal work hours. Every effort will be made to schedule classes between 7:00 a.m. and 6:00 p.m. on weekdays.
- e) The County shall ensure adequate release and travel time to attend committee meetings and approved training.

B.5 - Time Off for Career Advancement COUNTY & SEIU TA TO CCL 06/05/23

The County shall, as a matter of policy, permit workers to pursue County employment, including scheduled examinations, interviews, typing tests, background investigations and location visits without loss of compensation or benefits, if forty-eight (48) hours' notice is given to the worker's supervisor or department head.

B.6 4 - Typing Tests COUNTY & SEIU TA TO CCL 05/12/23

For County employment opportunities requiring typing examinations, the County will:

- a) Provide testing facilities at ESA - Human Resources Department.
- b) Accept certification from accredited business schools in lieu of such County typing examinations when the actual test and score sheet are attached.
- c) County workers shall have the opportunity to take the typing test each time it is offered on a space available basis.
- d) The County shall ensure adequate release and travel time for typing examinations.

Satisfactory typing test results and certification will be valid if accomplished not more than thirty-six (36) months prior to the date of application for the position.

B.7 5- Training CP REVERT TO CCL 05/16/23

Workers in classifications not assigned supervisory duties shall not be required to train other personnel. Training of workers in this Unit shall only be performed by the worker's supervisor or by people paid to administer training. The County agrees, where possible, to orient new workers before the incumbents leave.

B.8 6 - Union Logo COUNTY & SEIU TA TO CCL 05/12/23

With approval between the Union and individual department heads, clerical workers shall have the right with Union membership to include the Union logo on all materials they type (SEIU Local 521).

B.9 Differentials UP – MODIFIED 6/12/23

a) **Lead Differential UP – HOLD to 4/18/23**

The County will pay a differential of approximately six percent (6%), range to range based on the worker's range and step, for positions in the Clerical Unit which meet the criteria listed below:

1. That the lead role be assigned in relation to a minimum of 4.5 full-time equivalents working in a regular on-going basis in a large work unit where assignments are standardized, relatively unchanging and of limited variety; or
2. That the lead role be assigned in relation to a minimum of two full-time equivalents working on a regular on-going basis in a small work unit where assignments are varied and frequently changing.

The Lead will not have disciplinary responsibilities. The lead role whether included in the job description or paid for through this differential will be defined to include but not be limited to the functions defined in Article 20, Section 20.2 of the Master Agreement:

Notice of an available lead differential will be posted on worker bulletin boards prior to assigning.

The above will apply to all classifications except the following:

Administrative Assistant	Medical Administrative Assistant II
Executive Assistant I	Senior Account Clerk
Executive Assistant II	Senior Assessment Clerk
Health Information Clerk III	Senior Data Entry Operator
Health Information Technician II	Senior Health Services Representative
Justice Systems Clerk II	Senior Library Clerk
Law Enforcement Records Specialist	Senior Office Specialist
Law Enforcement Records Technician	Senior Patient Business Services Clerk
Medical Administrative Assistant I	Vital Records Specialist II

Positions in other classes may be allocated this differential upon approval of the County Executive and the Director of Personnel. As a result of future classification studies this section may be amended by the County after following the requirements of Article 27.

b) **Legal Secretary I ~~II~~ Differential UP MODIFIED TO CCL**

A differential of approximately five percent (5%), based upon the third step of the salary range for Legal Secretary ~~I/II~~, shall be paid to an incumbent of a position in this class who, in addition to performing legal secretarial duties:

1. Is assigned to provide lead to a large group of Legal Secretaries; or
2. Is assigned to provide lead to two (2) or more general clerical personnel in a branch operation that is geographically removed from the main office; or
3. Is assigned to perform secretarial duties for the head of a large division in a legal department.

This differential will not be covered by the differential bidding procedure.

c) **Library Clerk Differential UP – HOLD to 5/22/23 & MODIFIED TO CTY 6/14**

Incumbents in the class of Library Clerk, when in charge of circulation services for two (2) or more hours on ~~Saturday or Sunday~~ and any day worked in the absence of a Senior Library Clerk or Library Circulation Supervisor, shall receive ~~one dollar and seventy five cents (\$1.75)~~ an additional ~~nine seven percent (9.7%)~~ of their base pay as the total premium payment two dollars (\$2.00) as the total premium payment for each hour worked.

d) ~~Ordinance Footnote -~~ **UP – TA to 04/25/23**

~~As a result of a future classification study, this section may be abolished or amended by the County after following the requirements of Article 20:~~

~~Section B.9(c) Library Clerk Differential~~

- d) **DCSS and DA Legal Clerk/Court Differential UP – MODIFIED FROM 6/20/23**
 Legal Clerks in the Department of Child Support Services, when assigned to work at Superior Court to perform a wide range of duties, including taking minutes of Court actions and proceedings, working with Court clerks to ensure correct calendars and providing support to attorneys in a courtroom, shall receive an additional **flat rate of two dollars and twenty-five cents (\$2.00-1.50/hour)** ~~nine six five and one half percent (9 6 5.5~~ for each productive hour working in the courtroom. Also, Legal Clerks in the DA's office will receive this differential if he/she performs the duties specified above.
- e) **Client Services Technician Intake Differential UP – MODIFIED 6/20/23**
 Client Services Technician (D72) in the Social Services Agency, when assigned the full range of Intake functions shall receive a differential approximately **three and one quarter seven and one half five four and one half** percent (~~3.25 7.50 5.5 4.5~~%) above that specified for regular positions in this class. No more than one hundred and ten (110) Client Services Technicians may receive this Intake differential at any one time.
- f) **Law Enforcement Records Technician/Specialist Differential UP – CCL to 4/18**
 In lieu of filling these positions at the Specialist level, for rotation purposes the department ~~may shall~~ pay a **ten percent (10%)** differential to ~~the~~ Law Enforcement Records Technicians assigned to perform Specialist **level** work, not to exceed the number of FTE's allocated.
- g) **Animal Control Dispatch Differential UP – TA TO CTY 6/1/23**
 Up to three (3) clerical workers a day assigned and performing radio dispatching of Animal Control Units under the direction of an on-duty Senior Animal Control Officer, Supervising Animal Control Officer or the Chief Animal Control Officer, shall be compensated an additional at the flat rate of one dollar and fifty cents seven and one half percent one dollar and seventy five cents (\$1.50 \$1.75 7.5%) per hour above the regular salary rate ~~of their base pay~~ for each hour actually worked.
- h) **Sr Library Clk, Library Clk Passport Duties Differential UP – HOLD FROM 6/20**
 When assigned by the County Librarian or designee, incumbents in the classes of Senior Library Clerk or Library Clerk in the County Library District shall receive an additional \$.75/hour seven five four and one half percent (\$1.50 7 5 4.5%) per hour of their base pay for each hour worked performing passport function responsibilities. Incumbents assigned to the passport function must successfully complete a LiveScan background check in order to obtain and maintain Passport Acceptance Agent authorization.
- i) **Alternative Response Outreach Engagement Incentive Differential UP – HOLD FROM 6/20/23**

Senior Health Services Representatives and Health Service Representatives who work with established community agencies and groups to identify unmet needs of designated populations in the area served; assist in planning services to meet those needs and avoid duplication of services. Through outreach activities, locate designated vulnerable community members and help provide education, services, and resources, by working with all community agencies and groups relevant to assigned area.

Senior Health Services Representatives and Health Service Representative who provide outreach support to the community shall receive one dollar and seventy-two-five cents (\$1.75) of their base pay for each hour worked.

No more than (10) Senior Health Services Representatives and Health Service Representatives who work at Valley Health and Homeless, Behavioral Health, and Reentry shall receive this differential at any one time.

Employees who work at locations or within programs where routine responsibilities require the ability to immediately respond to contentious and/or physical situations may not itself be hazardous; it is the continuous crisis intervention of the most vulnerable population that causes the extreme mental and emotional distress to employees who work at locations or within programs listed that shall receive an additional seven percent (7%) above their base pay for each hour worked.

1. This differential applies to Clerical Bargaining Unit employees in the following classifications:

Health Service Representative and Senior Health Service Representative
Medical Unit Clerk
Medical Office Specialist
Mental Health Office Specialist
Office Specialist I/II/III and Senior Office Specialist

2. Assigned to work at the locations or within the programs listed:

Valley Health and Homeless
Behavioral Health
Custody Health (Main Jail or Elmwood)
Reentry

•j) Benefits Support Differential UP – MODIFIED FROM 6/20/23

The County shall pay no more than 8 Senior Health Services Representatives a stipend of \$175.00/month when certified to enroll in Covered California or provides training to other Bos on public benefits and/or programs.

Specialist III and Senior Health Services Representatives who support benefit programs shall receive one dollar and seventy-five cents (\$1.75) of their base pay for each hour worked.

Interviews applicants and clients by phone or in person; elicits personal and financial information, assists with completion of forms, and obtains required verifications; Documents information received, such as benefit determinations, referrals and/or requests made, agreements reached and/or supplementary comments; Sends completed benefit requirement to appropriate Agency to make final determination.

Or

Applies on the behalf of conserved clients by researching personal and financial information, assists with completion of forms, and obtains required verifications; Documents information received, such as benefit determinations, referrals and/or requests made, agreements reached and/or supplementary comments; Sends completed benefit requirements to appropriate Agency to make final determination.

Benefit Programs Include:
Utilizing public benefit eligibility programs
CALSAWs
BenefitsCAL
Medi-CAL Applications
Representative Payee Reports
Estate Administration

No more than (100) Office Specialist III and Senior Health Services shall receive this differential at any one time.

Clerical Bargaining Unit employees who support benefit programs shall be compensated an additional seven and one half percent (7.5%) above their base pay when assigned to the following tasks:

- 1. Benefit programs include but not limited to:
Utilizing public benefit eligibility programs
CalSAWs
BenefitsCAL
Covered California
Medi-CAL Applications
Representative Payee Reports
Estate Administration

B.10- Lead Rotation Program **UP – HOLD 4/18/23**

The County shall implement a lead rotation pilot program for eligible workers in the Clerical Unit. The purpose of this pilot program is to build bench-strength within departments and to expand leadership skills for Clerical workers.

The County and Union shall identify and choose no more than five (5) departments/areas/units to implement the lead rotation pilot. The County and the Union shall meet within ninety (90) days of ratification of the agreement to discuss and select the designated areas/units for rotation.

Each department/unit/area designated as a rotation of lead assignment, must pilot the rotation program for no less than three (3) months to determine the success of the program.

Within ninety (90) days, following the completion of each of this program's lead assignments, the parties shall meet to discuss continuation of the rotation pilot, if any. Discontinuation of this

program shall be by mutual agreement.

The following may be considered prior to implementing a lead rotation program:

- The department/unit/area must be absent a departmental agreement with provisions relating to the assignment of lead duties;
- There shall be consideration of schedules in assignment, i.e., shift, days, hours of work of the lead assignment;
- Size of department/unit/area and number of employees;
- Transition of existing lead, if any;
- Method of voluntary rotation;
- Length of individual assignment (no longer than 6 months duration);
- Criteria for evaluating success of pilot;
- Dates for evaluation

The following is criteria that must be used to participate in the lead pilot rotation assignment program:

- Voluntary participation by individual workers;
- Workers assigned to lead rotations must be willing to perform all lead duties as listed in Appendix B – Section B.9 a(1 or 2)
- Workers are permanent, classified, not currently on initial probation and demonstrated knowledge and experience within the department/unit/area.
- Workers assigned to lead rotation must have demonstrated acceptable attendance history and workers whose attendance was impacted by a recognized event shall not be excluded.;
- Workers may not participate in the lead rotation if they have had formal disciplinary action issued and upheld within past three (3) years or unfavorable reports within the past two (2) years.
- Consideration of individual worker schedules, i.e., shift, days, hours of work must meet needs of lead assignment and, if selected, workers shall have the opportunity to adjust their schedule during the term of the rotation;
- The County shall provide adequate lead orientation, training and support to workers in the lead assignment. Management maintains the ability to remove a lead assignment from a worker for disciplinary cause. Should the worker not be able to adequately perform the duties of the lead assignment, the worker's Supervisor shall meet with the worker to discuss deficiencies, offer relevant training and classes and target dates for improvement, prior to removing the lead assignment.

Should a worker be removed from the lead assignment prior to the conclusion of the rotation period, the worker shall have the right to discuss the reasons for the removal of the duties.

B.11 Promotional Opportunity Program **UP – HOLD FROM 6/12/23**

(TC) CCL only to chg to (8)

During the term of the agreement, the County will make available to Clerical workers in this bargaining unit a total of ~~five twenty (5-20-10)~~ positions to be alternately staffed ~~with existing classification within each classification~~ outside the Clerical Bargaining Unit. ~~A classification shall not be eliminated from this program due to having less than 20 10 the vacant positions available. A single classification in the unclassified service will be used for this program.~~

The positions will be a gradual growth of participants within classifications outside Clerical Bargaining Unit for every year until the term of the contract, they are as follows:

Year # 1 – 5 participants

Year # 2 – 8 participants

Year # 3 – 11 participants

And the same format allocated for the HSR/SHSR/EW

Year # 1 – 3 participants

Year # 2 – 4 participants

Year # 3 – 5 participants

If at any year there is less participants than the number allotted per any one year not reached then the number of participants will remain at the number from the previous year.

The County Human Resources Department and the Union will schedule a meet and confer within 60 days of the ratification of this Agreement by the Board of Supervisors to discuss and determine the following: reach agreement on:

1. The departments that agree to participate in the Promotional Opportunity Program
2. A list of Vacant classifications will be generated from the departments participating in Promotional Opportunity Program.

The following criteria will be the basis to determine participation:

1. Three years of classified service and is not on subsequent probation.
2. Review of current skills/knowledge/abilities.
3. A commitment to participate in outside educational courses, if required.
4. Participation is restricted to Clerical workers **employees** whose salary is below the targeted training classification.

In addition to the positions stated above, ~~ten (10) positions listed above,~~ the County shall also allocate the number of positions stated above ~~five (5) Eligibility Worker positions during each Induction Training for Health Services Representatives and/or Senior Health Services Representatives for the same professional growth opportunity of this program.~~

In addition to the above, the County shall also allocate ~~five (5) Health Service Representative positions for Client Services Technicians for the same professional growth opportunity of this program.~~

Participation in the program will be based on a selection process which has been developed by the Human Resources Department and reviewed with the Union prior to implementation.

Regular Tuition Reimbursement provisions will apply for all participants. Regular on-the- job training will be offered.

Workers selected to participate in this Program will be paid at the salary of their classification held immediately prior to entering the training program (excluding differentials) for a period not to exceed twenty-six (26) pay periods. They are, however, eligible to receive any differential that is appropriate to be paid to them consistent with the work they are doing in their training capacity.

When the worker has met the employment standards of the higher class, he/she shall be afforded an opportunity to take the appropriate qualifying promotional exam provided participants shall have a minimum of six (6) months in the position before being eligible to test. Program participants will be eligible to take the qualifying exam twice during training, with a minimum of forty-five (45) calendar days between scheduled tests.

If he/she passes the exam and receives a favorable promotional rating form, promotion will be effective the following pay period. If he/she does not pass the exam within one (1) year, the provisions of Section 6.10 will apply.

B.12 - Executive Assistant I and Executive Assistant II Alternate Staffing COUNTY & SEIU TA TO CCL 05/15/23

All Executive Assistant II's shall be alternately staffed down to the Executive Assistant I level. All Executive Assistant I's shall be alternately staffed down to the Administrative Assistant level. A positive recommendation on a promotional rating form shall be deemed an appropriate qualifying examination to promote through the series.

B. 13 Alternate Staffing/Trainee UP TA to 6/12/23

The following classifications will be alternately staffed as indicated:

- Account Clerk I/Office Specialist II/Office Specialist I
- Assessment Clerk/Office Specialist II/Office Specialist I
- Recordable Documents Indexer/Office Specialist II/Office Specialist I
- Legal Clerk Trainee/Office Specialist III/Office Specialist II/Office Specialist I
- Patient Business Services Clerk/Office Specialist II/Office Specialist I
- Revenue Collection Clerk/Office Specialist II/Office Specialist I
- Health Services Representative/Office Specialist III/Office Specialist II/Office Specialist I
- ~~Sr. Health Service Representative/Health Service Representative/Client Service Technician~~
- Transcriptionist/Office Specialist III/Office Specialist II
- Client Services Technician/Office Specialist III/Office Specialist II
- Library Clerk/Library Circulation Aide/Library Page
- Justice System Clerk II/Justice System Clerk I/Office Specialist III
- Medical Unit Clerk/Office Specialist III/Office Specialist II
- Mental Health Office Specialist/Office Specialist III/Office Specialist II

- a) The hiring authority, as an alternative to appointing directly to the higher

classification, may accept a transfer of a currently employed Office Specialist I, Office Specialist II, or Office Specialist III, as indicated. Should sufficient qualified Office Specialist I's, Office Specialist II's, or Office Specialist III's not apply for transfer, the department may then request that the eligibles be certified from the appropriate lower-level eligible list.

- b) Selection of persons at the appropriate Office Specialist I, Office Specialist II, or Office Specialist III level should be based on their capability to be trained to perform at the higher level, given adequate training and experience.
- c) The appropriate Office Specialist I, Office Specialist II, or Office Specialist III classification as an alternate with the above higher level clerical classification will serve as a trainee level where persons hired will be expected to learn the specialized function and be capable of performing at the higher level and meet employment standards of the higher-level classification within nine (9) months.
- d) All positions to be filled at the appropriate Office Specialist I, Office Specialist II, or Office Specialist III, alternately staffed trainee level will be listed on the electronic information system for a minimum of three (3) working days. The transfer information will include the job title, location, hours of work, special skills, contact person, telephone number, and the final filing date for submitting an application. Applicants not selected shall be notified in writing.
- e) Once an incumbent completes six (6) months in the lower classification, meets the employment standards for the higher-level classification and receives a favorable promotional rating form, he/she will be eligible to promote to the next higher classification listed in B.12. If the incumbent meets this criteria, he/she shall be promoted to the higher-level classification at the beginning of the next pay period. If the incumbent does not receive a favorable promotional rating form within six (6) months, he/she shall then be eligible to receive a second promotional rating form after another three (3) months, in accordance with the timelines specified in the Merit System Rules.
- f) If the wage difference exceeds the upward salary change of 15% between the lower-level classification and the next level alternately staffed classification wage band (transfer band), the incumbent must pass a qualifying exam which will consist of a written test and a favorable promotional rating prior to promotion. Should the worker not pass the qualifying exam, he/she shall be allowed to review the examination or portions allowed to be reviewed pursuant to Merit System Rules. For portions of the test not reviewable, the worker may discuss his/her weak points with the testing analyst. If the exam is taken through the regular recruitment process, it will be treated as the qualifying exam under this section. If the incumbent does not pass the qualifying exam, he/she shall then be eligible to take a second qualifying exam no sooner than 45 days from the date of the original examination, in accordance with the timelines specified in the Merit System Rules.
- g) If a worker fails the written examination and/or does not receive a favorable promotional rating within nine (9) months, he/she will be removed from the position in accordance with (i) and cannot return to that classification under this provision for at least six (6) months.
- h) All positions filled in this manner will be forwarded to the Union.

- i) In the event an incumbent fails to pass his/her qualifying exam, he/she shall be transferred to a vacant position in his/her former classification for which he/she is eligible in his/her current department. If there are no vacancies, the worker shall transfer to his/her former classification in a vacant position in his/her former department for which he/she is eligible. In the event there are no vacancies in either department, he/she shall remain in his/her present position until a vacancy occurs in his/her current department.

B.14– Confidential Clerical COUNTY & SEIU TA TO CCL 05/15/23

One hundred eighty-six and one half (186.5) Confidential Clerical positions may be designated during the term of this Agreement. The total number of positions at any one time shall be limited to one hundred eighty-six and one half (186.5).

For purposes of this Agreement, "Confidential Clerical position" means any position which duties normally require having access to or possession of information pertaining to the development, preparation, or taking of positions with respect to the local employer's employer-employee relationship.

Any incumbent in a classified position which is designated as confidential after the effective date of this Agreement shall have the right to transfer to a vacant non-confidential classified position in the same classification within thirty days of such designation if they request to do so in writing within ten (10) working days of the designation.

B.15 Weekend Off Provision - UP – TA to CP 05/12/23

The following weekend off provisions shall apply, during the term of this Agreement, to all County Clerical Bargaining Unit workers in the classification of Medical Unit Clerk, Health Services Representative, and Senior Health Services Representative at Santa Clara Valley Health and Hospital System. County of Santa Clara Health Systems.

- a) The County will attempt to grant every other weekend off and each worker will not be required to work more than two (2) consecutive weekends or more than twenty-six (26) weekends per year. Every effort will be made on a unit-by-unit basis to require fewer weekends per year.
- b) If the County requires a worker to work more than two (2) consecutive weekends, or more than twenty-six (26) weekends per year, the worker will receive time and one-half for work in excess of that required. These penalties shall not be duplicated for the same weekend worked. Work as used in this section shall mean productive time.
- c) Weekend work assignments shall be prorated for all newly coded workers and/or any worker who is off the payroll due to an authorized leave of absence.
- d) The above weekend off provision may be waived on the written request of the individual worker. Such workers may rescind the signed waiver with a fourteen (14)

calendar day notice to management.

B.16 – Request for Alternate Hours Schedule UP HOLD TO CCL 4/18/23

Workers represented by the Clerical Unit are subject to the provisions of Article 8, Section 8.14 – Request for Alternate Hours Schedule, of the Memorandum of Agreement between the County of Santa Clara and SEIU Local 521.

B.17 Work Out of Classification (WOOC) UP – MODIFIED TO 6/12/23

Short-term WOOC opportunities are defined as twenty (20) working days or less. For short-term WOOC opportunities, management reserves the right to select the worker to for the short-term WOOC assignment.

Should a short-term WOOC opportunity become a long term WOOC, the first day of the pay period following the initial twenty (20) working days, management shall immediately post the WOOC opportunity to all clerical workers in the Department/Unit via County email and follow the Long Term WOOC criteria outlined below.

Long-term WOOC opportunities are defined as more than twenty (20) working days. Management shall attempt to notify all clerical workers in the Department/Unit, via County email, for seven (7) business days, of the long-term WOOC opportunity.

Should a short-term WOOC opportunity turn into a long-term WOOC, the initial worker assigned may remain on the WOOC assignment until the long-term WOOC opportunity is immediately posted and filled by management.

All postings for WOOC shall include the job title, special skills (if unusual), contact person, telephone number, and location and hours of work.

Absent a departmental agreement that addresses a WOOC assignment, the WOOC assignment shall be in order of seniority within the department/unit of those interested. WOOC shall be offered to classifications within the department/unit who are seeking experience for lateral or promotional pathway.

The County shall send notice via email the name of the employee who was selected, start and end date of the WOOC assignment.

Short Term and Long Term WOOC opportunities shall only be offered to permanent workers who have completed their probationary period.

