

Negotiations between Service Employee International Union, Local 521
and
County of Santa Clara
Opening Proposal
Clerical Unit Table

DATE: 5/15/23

TIME: _____

	SALARY	MODIFICATION
B.1	SALARY	
B.2	STAFF MEETINGS	UP - CCL
B.3	TRANSFER AND EXAMINATION SYSTEM	UP - HOLD
B.4	UNION-COUNTY CLERICAL EDUCATION PROGRAM	UP - HOLD
B.5	TIME OFF FOR CAREER ADVANCEMENT	UP - CCL
B.6	TYPING TESTS	UP - CCL
B.7	TRAINING	UP - CCL
B.8	UNION LOGO	UP - CCL
B.9	DIFFERENTIALS	UP - HOLD
B.10	LEAD ROTATION PROGRAM	UP - HOLD
B.11	PROMOTIONAL OPPORTUNITY PROGRAM	UP - MODIFICATION
B.13	ALTERNATE STAFFING/TRAINEE	UP - HOLD
B.15	WEEKEND OFF PROVISION	UP - HOLD
B.16	WORK OUT OF CLASS	SEE ATTACHED

ALL OTHER ARTICLES NOT SPECIFICALLY MENTIONED ABOVE WILL BE NEGOTIATED AT A LATER DATE OR WILL REMAIN AS UNION'S POSITION IN IT'S INITIAL PROPOSAL, NO CHANGE OR HAVE BEEN T.A.'D. UNION RESERVES THE RIGHT TO MODIFY AND/OR AMEND IT'S PROPOSALS.

CLERICAL UNION PROPOSAL – 5/15/23

B.1 Salaries 5/15/23 MODIFIED UP FOR CONSISTANCY(ACCEPT OTHER CP CHGS)

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

JOB CODE	CLASSIFICATION
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 CLERK

JOB CODE	CLASSIFICATION
D43	LAW ENFORCEMENT CLERK
D63	LAW ENFORCEMENT RECORDS SPECIALIST
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
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

JOB CODE	CLASSIFICATION
G32	SENIOR DATA ENTRY OPERATOR
D61	SENIOR DATA PROCESSING EQUIPMENT OPERATOR
D1E	SENIOR HEALTH SERVICES REPRESENTATIVE
E39	SENIOR LIBRARY CLERK
X09	SENIOR OFFICE SPECIALIST
D45	SENIOR PATIENT BUSINESS SERVICES CLERK
S2D	SURGERY SCHEDULER
E20	TELECOMMUNICATIONS SERVICES SPECIALIST
D11	TRANSCRIPTIONIST
D04	TUMOR REGISTRAR
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:

JOB CODE	CLASSIFICATION	REALIGNMENT
D98	ACCOUNT CLERK I	
D97	ACCOUNT CLERK II	
C60	ADMINISTRATIVE ASSISTANT	
D88	ASSESSMENT CLERK	7%
D55	BOARD CLERK I	
D54	BOARD CLERK II	
D81	CASHIER	8%
F19	CHILD SUPPORT DOCUMENT EXAMINER	
F57	CLERK-RECORDER OFFICE SPECIALIST I	7%
F56	CLERK-RECORDER OFFICE SPECIALIST II	7%
F55	CLERK-RECORDER OFFICE SPECIALIST III	3%
D72	CLIENT SERVICES TECHNICIAN	15%
G33	DATA ENTRY OPERATOR	

JOB CODE	CLASSIFICATION	REALIGNMENT
G34	DATA ENTRY OPERATOR TRAINEE	
D03	DATA OFFICE SPECIALIST	20%
G97	ELECTION SPECIALIST	
C29	EXECUTIVE ASSISTANT I	
C19	EXECUTIVE ASSISTANT II	
J69	HEALTH INFORMATION CLERK I	11.5%
J68	HEALTH INFORMATION CLERK II	11.5%
J67	HEALTH INFORMATION CLERK III	11.5%
J78	HEALTH INFORMATION TECHNICIAN I	
J77	HEALTH INFORMATION TECHNICIAN II	
D2E	HEALTH SERVICES REPRESENTATIVE	20%
G52	HOSPITAL COMMUNICATIONS OPERATOR	7%
D29	HOUSE STAFF COORDINATOR	
F38	JUSTICE SYSTEM CLERK I	8%
F37	JUSTICE SYSTEM CLERK II	4%
D5F	LAFCO CLERK	
D43	LAW ENFORCEMENT CLERK	7%
D63	LAW ENFORCEMENT RECORDS SPECIALIST	
D42	LAW ENFORCEMENT RECORDS TECHNICIAN	
F14	LEGAL CLERK	11%
F16	LEGAL CLERK TRAINEE	10%
D70	LEGAL SECRETARY I	12%
D66	LEGAL SECRETARY II	6%
D74	LEGAL SECRETARY TRAINEE	9%
J58	LIBRARY CIRCULATION AIDE	10%
E54	LIBRARY CLERK	15%
E16	LIBRARY PAGE	20%
E24	LIBRARY TECHNICIAN	15%
D3F	MANAGED CARE INTAKE COORDINATOR - VHP	
D79	MEDICAL ADMINISTRATIVE ASSISTANT I	8%
D76	MEDICAL ADMINISTRATIVE ASSISTANT II	8%
D75	MEDICAL OFFICE SPECIALIST	
D87	MEDICAL TRANSCRIPTIONIST	

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D02	MEDICAL UNIT CLERK	8%
E61	MENTAL HEALTH OFFICE SPECIALIST	
D51	OFFICE SPECIALIST I	8%
D49	OFFICE SPECIALIST II	10%
D09	OFFICE SPECIALIST III	10%
P71	OPERATING ROOM CLERK	
D48	PATIENT BUSINESS SERVICES CLERK	10%
R21	PHARMACY ASSISTANT	
D5H	PLANNING COMMISSIONS CLERK	
G71	PRECINCT PLANNING SPECIALIST	
D58	RECORDABLE DOCUMENTS INDEXER	
D57	RECORDS RETENTION SPECIALIST	
D3A	RESOURCE SCHEDULING REPRESENTATIVE	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	15%
E39	SENIOR LIBRARY CLERK	26%
X09	SENIOR OFFICE SPECIALIST	
D45	SENIOR PATIENT BUSINESS SERVICES CLERK	10%
S2D	SURGERY SCHEDULER	10%
E20	TELECOMMUNICATIONS SERVICES SPECIALIST	
D11	TRANSCRIPTIONIST	
D04	TUMOR REGISTRAR	
D4M	VALLEY HEALTH PLAN (VHP) CLAIMS EXAMINER	
D25	VALLEY HEALTH PLAN (VHP) MEMBER SERVICE REPRESENTATIVE	15%
F5F	VITAL RECORDS SPECIALIST I	
F5E	VITAL RECORDS SPECIALIST II	

CLERICAL UNION PROPOSAL – 5/15/23

B.4 Union-County Clerical Education Program 5/15/23 HOLD

- 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) 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) 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.

CLERICAL UNION PROPOSAL – 05/15/23

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CLERICAL UNION PROPOSAL – 05/15/23

B.9 Differentials **05/15/23 UP HOLD FOR FURTHER DISCUSSION**

a) **Lead Differential**

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 (*Info request on how many are alt staffed*)

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

Incumbents in the class of Library Clerk, when in charge of circulation services for two (2) or more hours on any day worked in the absence of a Senior Library Clerk or Library Circulation Supervisor, shall receive ~~seventy-five cents (\$1.75)~~ an additional nine percent (9%) of their base pay for each hour worked.

~~d)~~

d) DCSS and DA Legal Clerk/Court Differential

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 nine percent (9%) of their base pay 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

Client Services Technician (D72) in the Social Services Agency, when assigned the full range of Intake functions shall receive a differential approximately seven and one half percent (7.50%) 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

In lieu of filling these positions at the Specialist level, for rotation purposes the department 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 to 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 seven and one half percent (7.5%) of their base pay for each hour worked.

h) Senior Library Clerk, Library Clerk Passport Duties Differential

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 seven percent (7%) 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 Differential

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

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

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B.10- Lead Rotation Program **5/15/23 UP HOLD**

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.

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B.11 Promotional Opportunity Program 5/15/23 UP MODIFIED

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

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 reach agreement on:

1. The classifications to be used shall be selected from a current list of vacant positions; and
2. The agencies/departments where the positions are located.

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 whose salary is below the targeted training classification.

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.

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B. 13 Alternate Staffing/Trainee 05/15/23 UP - HOLD

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 sufficiently 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 employee 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.

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B.15 Weekend Off Provision 05/15/23 UP - HOLD

The following weekend off provisions shall apply, during the term of this Agreement, to all Clerical Bargaining Unit workers

- 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.