

The County of Santa Clara has the right to add, delete and/or modify these proposals

APPENDIX B – CLERICAL UNIT

B.1 - Salaries

Salaries shall be identified by job code and listed in Appendix A:

Job Code	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 DOCMNT 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
D43	LAW ENFORCEMENT CLERK
D63	LAW ENFORCEMENT RECORDS SPECIALIST
D42	LAW ENFORCEMENT RECORDS TECHNICIAN
F14	LEGAL CLERK
F16	LEGAL CLERK TRAINEE

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Job Code	Job Title
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
<u>D3F</u>	<u>MANAGED CARE INTAKE COORDINATOR-VHP</u>
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
R2I	PHARMACY ASSISTANT
D5H	PLANNING COMMISIONS CLERK
G71	PRECINCT PLANNING SPECIALIST
D58	RECORDABLE DOCUMENTS INDEXER
D57	RECORDS RETENTION SPECIALIST
D3A	RESOURCE SCHEDULING REPRESENTATIVES
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
X09	SENIOR OFFICE SPECIALIST
D45	SENIOR PATIENT BUSINESS SERVICES CLERK
<u>S2D</u>	<u>SURGERY SCHEDULER</u>
<u>E20</u>	<u>TELECOMMUNICATIONS SERVICES SPECIALIST</u>
D11	TRANSCRIPTIONIST

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Job Code	Job Title
D04	TUMOR REGISTRAR
D35	VALLEY HEALTH PLAN ASSISTANT
D4M	VALLEY HEALTH PLAN CLAIMS EXAMINER
D25	VALLEY HEALTH PLAN MEMBER SERVICES REPRESENTATIVE
F5F	VITAL RECORDS SPECIALIST I
F5E	VITAL RECORDS SPECIALIST II

REALIGNMENTS

Effective April 6, 2020, the following classifications shall receive realignments as listed below:

JOB CODE	CLASSIFICATION	REALIGNMENT
D98	ACCOUNT CLERK I	3.52%
Q11	ACCOUNT CLERK I-U	3.52%
D97	ACCOUNT CLERK II	3.46%
Q10	ACCOUNT CLERK II-U	3.46%
C60	ADMIN ASSISTANT	1.35%
U38	ADMIN ASSISTANT-U	1.35%
D88	ASSESSMENT CLERK	2.56%
Q57	ASSESSMENT CLERK-U	2.56%
D55	BOARD CLERK I	1.32%
D5G	BOARD CLERK I-U	1.32%
D54	BOARD CLERK II	1.00%
D81	CASHIER	3.58%
F19	CHILD SUPPORT DOCMNT EXAMINER	0.60%
F57	CLERK-RECORDER OFFICE SPC I	4.50%
F56	CLERK-RECORDER OFFICE SPC II	2.66%
F5C	CLERK-RECORDER OFFICE SPC II-U	2.66%
F55	CLERK-RECORDER OFFICE SPC III	0.82%
F5D	CLERK-RECORDER OFFICE SPEC I-U	4.50%
D72	CLIENT SERVICES TECHNICIAN	2.52%
D7F	CLIENT SERVICES TECHNICIAN-U	2.52%
G33	DATA ENTRY OPERATOR	4.19%
G34	DATA ENTRY OPERATOR TRAINEE	5.48%
D03	DATA OFFICE SPECIALIST	1.66%
G97	ELECTION SPECIALIST	0.09%

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G9B	ELECTION WORKER I—EH	3.74%
G9C	ELECTION WORKER II—EH	2.66%
G9L	ELECTIONS AIDE—EXTRA HELP	4.13%
C29	EXEC ASSISTANT I	0.58%
U26	EXEC ASSISTANT I—U	0.58%
C19	EXEC ASSISTANT II	0.25%
U07	EXEC ASSISTANT II—U	0.25%
J69	HEALTH INFORMATION CLERK I	4.62%
Z69	HEALTH INFORMATION CLERK I—U	4.62%
J68	HEALTH INFORMATION CLERK II	4.73%
Z68	HEALTH INFORMATION CLERK II—U	4.73%
J67	HEALTH INFORMATION CLERK III	2.96%
Z67	HEALTH INFORMATION CLERK III—U	2.96%
J78	HEALTH INFORMATION TECH I	1.60%
D2E	HEALTH SERVICES REP	6.15%
D2G	HEALTH SERVICES REP—U	6.15%
G52	HOSPITAL COMMUNICATIONS OPR	3.13%
D29	HOUSE STAFF COORD	0.26%
F38	JUSTICE SYSTEM CLERK I	2.89%
Q38	JUSTICE SYSTEM CLERK I—U	2.89%
F37	JUSTICE SYSTEM CLERK II	1.76%
Q3A	JUSTICE SYSTEM CLERK II—U	1.76%
D5F	LAFCO OFFICE SPECIALIST	0.03%
D43	LAW ENFORCEMENT CLERK	2.26%
Q40	LAW ENFORCEMENT CLERK—U	2.26%
D42	LAW ENFORCEMENT RECORDS TECH	0.55%
Z63	LAW ENFORCEMENT RECORDS TECH—U	0.55%
F14	LEGAL CLERK	0.82%
Q4G	LEGAL CLERK—U	0.82%
F16	LEGAL CLERK TRAINEE	1.28%
Q43	LEGAL CLERK TRAINEE—U	1.28%
D70	LEGAL SECRETARY I	0.51%
W36	LEGAL SECRETARY I—U	0.51%
D74	LEGAL SECRETARY TRAINEE	2.61%
W37	LEGAL SECRETARY TRN—U	2.61%
J58	LIBRARY CIRCULATION AIDE	3.85%
E54	LIBRARY CLERK	2.54%
W1K	LIBRARY CLERK—U	2.54%
E16	LIBRARY PAGE	6.82%
E1D	LIBRARY PAGE—U	6.82%

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E24	LIBRARY TECHNICIAN	4.62%
Q7C	MEDICAL ADMIN ASSISTANT I-U	1.24%
D79	MEDICAL ADMIN ASSISTANT I	1.24%
D76	MEDICAL ADMIN ASSISTANT II	0.26%
Q7B	MEDICAL ADMIN ASSISTANT II-U	0.26%
D75	MEDICAL OFFICE SPECIALIST	2.30%
D87	MEDICAL TRANSCRIPTIONIST	1.46%
U8T	MEDICAL TRANSCRIPTIONIST-U	1.46%
D02	MEDICAL UNIT CLERK	2.35%
E64	MENTAL HEALTH OFFICE SPEC	2.16%
D54	OFFICE SPECIALIST I	4.62%
V64	OFFICE SPECIALIST I-U	4.62%
D49	OFFICE SPECIALIST II	4.27%
V33	OFFICE SPECIALIST II-U	4.27%
D09	OFFICE SPECIALIST III	2.66%
V31	OFFICE SPECIALIST III-U	2.66%
P74	OPERATING ROOM CLERK	2.35%
D48	PATIENT BUSINESS SERV CLERK	4.99%
U48	PATIENT BUSINESS SERV CLERK-U	4.99%
R2I	PHARMACY ASSISTANT	4.62%
U2P	PHARMACY ASSISTANT-U	4.62%
D5H	PLANNING COMMISSIONS CLERK	0.24%
D58	RECORDABLE DOCUMENTS INDEXER	3.08%
X26	RECORDABLE DOCUMENTS INDEXER-U	3.08%
D57	RECORDS RETENTION SPECIALIST	3.98%
D5E	RECORDS RETENTION SPECIALIST-U	3.98%
D3A	RESOURCES SCHEDULING REP	0.76%
D62	REVENUE COLLECTIONS CLERK	2.35%
D6B	REVENUE COLLECTIONS CLERK-U	2.35%
Q9F	SENIOR ACCOUNT CLERK-U	1.60%
E87	SR ACCOUNT CLERK	1.60%
D83	SR ASSESSMENT CLERK	1.96%
Q7A	SR ASSESSMENT CLERK-U	1.96%
G32	SR DATA ENTRY OPERATOR	2.56%
D1E	SR HEALTH SERVICES REP	3.40%
D1G	SR HEALTH SERVICES REP-U	3.40%
E39	SR LIBRARY CLERK	0.64%
W1H	SR LIBRARY CLERK-U	0.64%
X09	SR OFFICE SPECIALIST	1.66%
Q4D	SR PATIENT BUS SVCS CLERK-U	0.60%

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D45	SR PATIENT BUSINESS SVCS CLK	0.60%
S2D	SURGERY SCHEDULER	1.00%
Q2L	SURGERY SCHEDULER - U	1.00%
E20	TELECOMMUNICATIONS SRV SPC	0.86%
D11	TRANSCRIPTIONIST	2.56%
D04	TUMOR REGISTRAR	2.35%
D35	VALLEY HEALTH PLAN ASSISTANT	1.50%
Z1M	VALLEY HEALTH PLAN ASSISTANT - U	1.50%
D4M	VHP CLAIMS EXAMINER	0.90%
Z1N	VHP CLAIMS EXAMINER - U	0.90%
D25	VHP MEMBER SERVICES REP	0.89%
F5F	VITAL RECORDS SPECIALIST I	2.66%
F5E	VITAL RECORDS SPECIALIST II	1.66%

B.2 - Staff Meetings

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).~~

B.3 - Transfer and Examination System COUNTY PROPOSAL TBD-COUNTY & SEIU REVIEWING TRANSFER-RELATED SIDELETTER AT MAIN TABLE-05/09/23

The County shall maintain an electronic information system to distribute transfer opportunities and examination information to clerical workers. These informational 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, 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 days.

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- b) Information will be updated on the County intranet website and internet websites as revised information is available.

~~B.4 – Union County Clerical Education Program~~

- 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 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) 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~~

~~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.~~

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B.63 - Typing Tests

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 - Training~~

~~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.84 - Union Logo

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.95 - Differentials

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~~ that meet the criteria listed below:

1. ~~That the Lead role be is assigned ~~in relation~~ to lead~~ a minimum of 4.5 full-time equivalents working ~~in~~ on 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 is assigned ~~in relation~~ to lead~~ 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 20.3 of the Master Agreement:

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Notice of an available lead differential will be posted on worker bulletin boards or electronic communication 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 Bus. Services Clerk
<u>Legal Secretary I</u>	Vital Records Specialist II
Medical Administrative Assistant I	

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 Differential

A differential of approximately five percent (5%), based upon the third step of the salary range for Legal Secretary I, 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 Saturday or Sunday and in the absence of a Senior Library Clerk or Library Circulation Supervisor, shall receive one dollar and seventy-five cents (\$1.75) as the total premium payment for each hour worked.

d) Ordinance Footnote

~~As a result of a future classification study, this section may be abolished or amended by the County after following the requirements of Article 22:~~

~~Section B.9(c) Library Clerk I/II Differential~~

- ed) 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 a flat rate of \$1.50/hour 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.
- fe) 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 three and one quarter percent (3.25%) 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.
- gf) Law Enforcement Records Technician/Specialist Differential**
In lieu of filling ~~a Law Enforcement Records Specialist code with a these positions at the Specialist level, the department may,~~ for rotation purposes assign a Law Enforcement Records Technician to Specialist responsibilities and the department may pay that worker a 10% differential while they perform those Specialist responsibilities. to Law Enforcement Records Technicians assigned to perform Specialist work, The number of Law Enforcement Records Technicians receiving this differential shall not to exceed the number of FTE's allocated to the Law Enforcement Records Specialist classification.
- hg) 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 at the flat rate of one dollar and fifty cents (\$1.50) per hour above the regular salary rate for each hour actually worked.
- ih) Senior Library Clerk, Library Clerk Passport Duties Differential**
When assigned to Passport duties 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 \$0.75 per/hour for each hour worked performing passport function responsibilities. Incumbents assigned to the passport function must successfully complete a LiveScan background check in order to receive this differential, obtain and maintain Passport Acceptance Agent authorization.

B.106 - Promotional Opportunity Project

During the term of the agreement, the County will make available to Clerical workers in this bargaining unit a total of five (5) positions to be alternately staffed with existing

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classifications outside the Clerical Bargaining Unit. A single classification in the unclassified service will be used for this program.

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.

B.416 - Executive Assistant I and Executive Assistant II Alternate Staffing

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

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Assistant level. A positive recommendation on a promotional rating form shall be deemed an appropriate qualifying examination to promote through the series.

B.127 - Alternate Staffing/Trainee

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
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 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

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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.138 - Confidential Clerical

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.

The County of Santa Clara has the right to add, delete and/or modify these proposals

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.149 - Weekend Off Provision

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

- 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 worker may rescind the signed waiver with a fourteen (14) calendar day notice to management.

~~B.15 – Request for Alternate Hours Schedule~~

~~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.160 – Work Out of Classification (WOOC)

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

Long-term WOOC opportunities are defined as more than twenty (20) working days. Management shall attempt to notify all clerical workers in the Unit via County email 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 posted and filled.

The County of Santa Clara has the right to add, delete and/or modify these proposals

Management reserves the right to temporarily staff a new long-term WOOC assignment as if it were a short-term WOOC. The short-term WOOC assigned may only last the period it takes to fill the long-term WOOC assignment via the normal long-term WOOC processes.
