

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

**COUNTER #4 TO COUNTY'S 6/1/23**

DATE: **6/5/23**

TIME: \_\_\_\_\_

B.1	SALARY & REALIGNMENT	UP – HOLD CCL 5/22 (TITLES) UP – TA to CTY 5/12 (CLASS CHGS) UP – HOLD to 5/30 but ??
B.2*	STAFF MEETINGS	<b>UP – HOLD CCL to CTY 5/12</b>
B.3	TRANSFER AND EXAMINATION SYSTEM	UP - HOLD (#1 & #2) 4/18 <b>UP - HOLD (#3 &amp; #4) 5/22</b>
B.4	UNION-COUNTY CLERICAL EDUCATION PROGRAM	<b>UP - TA to Cty 6/1/23</b>
B.5*	TIME OFF FOR CAREER ADVANCEMENT	<b>UP – TA to CTY 5/12</b>
B.6*	TYPING TESTS	UP – TA to CTY 5/12
B.7*	TRAINING	UP – TA to CTY 5/17
B.8*	UNION LOGO	UP – TA to CTY 5/12
<b>B.9</b>	DIFFERENTIALS	UP – MODIFIED 5/22
B.10	LEAD ROTATION PROGRAM	UP – HOLD to 4/18
B.11	PROMOTIONAL OPPORTUNITY PROGRAM	<b>UP – HOLD to 5/22</b>
B.12*	EXECUTIVE ASSISTANT I/II ALTERNATE STAFFING	UP – TA to CCL 5/12
B.13	ALTERNATE STAFFING/TRAINEE	<b>UP – TA to 5/22</b>
B.14*	CONFIDENTIAL CLERICAL	UP – TA to CCL 5/15
B.15	WEEKEND OFF PROVISION	<b>UP – TA to CTY 5/12</b>
B.16*	REQUEST FOR ALTERNATE HOURS SCHEDULE	UP – HOLD to CCL
B.17	WORK OUT OF CLASS	UP – HOLD to 4/18

\*COUNTY PROPOSED

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 UNIT COUNTER #4 – 6/1/23**

**B.1 Salaries**    UP – REVERT to CCL 5/22/23 (TABLE TITLES)  
UP – TA to CTY 5/17 (CLASS CHGS D5F; D3F; D5J)  
UP – HOLD TO REALIGNMENTS 5/30/23

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

<b>JOB CODE</b>	<b>JOB TITLE CLASSIFICATION</b> <b>JOB TITLE</b>
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

<b>JOB CODE</b>	<b>JOB TITLE CLASSIFICATION</b>	<b>JOB TITLE</b>
D29	HOUSE STAFF COORDINATOR	
F38	JUSTICE SYSTEM CLERK I	
F37	JUSTICE SYSTEM CLERK II	
D5F	LAFCO OFFICE SPECIALIST	CLERK
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	
<b>D3F</b>	<b>MANAGED CARE INTAKE COORDINATOR - VHP</b>	Question?
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	

JOB CODE	<del>JOB TITLE</del> <u>CLASSIFICATION</u> <del>JOB TITLE</del>
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
S2D	SURGERY SCHEDULER
E20	TELECOMMUNICATIONS SERVICES SPECIALIST
D11	TRANSCRIPTIONIST
D04	TUMOR REGISTRAR
<b>D5J</b>	<b>TRANSLATOR/INTERPRETER</b>
<del>D35</del>	<del>VALLEY HEALTH PLAN (VHP) ASSISTANT</del>
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	<del>JOB TITLE</del> <u>CLASSIFICATION</u>	<u>REALIGNMENT</u>
D98	ACCOUNT CLERK I	
D97	ACCOUNT CLERK II	
C60	ADMINISTRATIVE ASSISTANT	
D88	ASSESSMENT CLERK	<u>7%</u>
D55	BOARD CLERK I	
D54	BOARD CLERK II	
D81	CASHIER	<u>8%</u>
F19	CHILD SUPPORT DOCUMENT EXAMINER	
F57	CLERK-RECORDER OFFICE SPECIALIST I	<u>7%</u>

<b>JOB CODE</b>	<b>JOB-TITLE CLASSIFICATION</b>	<b>REALIGNMENT</b>
F56	CLERK-RECORDER OFFICE SPECIALIST II	<u>7%</u>
F55	CLERK-RECORDER OFFICE SPECIALIST III	<u>3%</u>
D72	CLIENT SERVICES TECHNICIAN	<u>15%</u>
G33	DATA ENTRY OPERATOR	
G34	DATA ENTRY OPERATOR TRAINEE	
D03	DATA OFFICE SPECIALIST	<u>20%</u>
G97	ELECTION SPECIALIST	
C29	EXECUTIVE ASSISTANT I	
C19	EXECUTIVE ASSISTANT II	
J69	HEALTH INFORMATION CLERK I	<u>11.5%</u>
J68	HEALTH INFORMATION CLERK II	<u>11.5%</u>
J67	HEALTH INFORMATION CLERK III	<u>11.5%</u>
J78	HEALTH INFORMATION TECHNICIAN I	
J77	HEALTH INFORMATION TECHNICIAN II	
D2E	HEALTH SERVICES REPRESENTATIVE	<u>20%</u>
G52	HOSPITAL COMMUNICATIONS OPERATOR	<u>7%</u>
D29	HOUSE STAFF COORDINATOR	
F38	JUSTICE SYSTEM CLERK I	<u>8%</u>
F37	JUSTICE SYSTEM CLERK II	<u>4%</u>
D5F	LAFCO <del>OFFICE SPECIALIST</del> CLERK	
D43	LAW ENFORCEMENT CLERK	<u>7%</u>
D63	LAW ENFORCEMENT RECORDS SPECIALIST	
D42	LAW ENFORCEMENT RECORDS TECHNICIAN	
F14	LEGAL CLERK	<u>11%</u>
F16	LEGAL CLERK TRAINEE	<u>10%</u>
D70	LEGAL SECRETARY I	<u>12%</u>
D66	LEGAL SECRETARY II	<u>6%</u>
D74	LEGAL SECRETARY TRAINEE	<u>9%</u>
J58	LIBRARY CIRCULATION AIDE	<u>10%</u>
E54	LIBRARY CLERK	<u>15%</u>
E16	LIBRARY PAGE	<u>20%</u>
E24	LIBRARY TECHNICIAN	<u>15%</u>
D3F	MANAGED CARE INTAKE COORDINATOR - VHP	
D79	MEDICAL ADMINISTRATIVE ASSISTANT I	<u>8%</u>
D76	MEDICAL ADMINISTRATIVE ASSISTANT II	<u>8%</u>

JOB CODE	JOB TITLE CLASSIFICATION	REALIGNMENT
D75	MEDICAL OFFICE SPECIALIST	
D87	MEDICAL TRANSCRIPTIONIST	
D02	MEDICAL UNIT CLERK	<u>8%</u>
E61	MENTAL HEALTH OFFICE SPECIALIST	
D51	OFFICE SPECIALIST I	<u>8%</u>
D49	OFFICE SPECIALIST II	<u>10%</u>
D09	OFFICE SPECIALIST III	<u>10%</u>
P71	OPERATING ROOM CLERK	
D48	PATIENT BUSINESS SERVICES CLERK	<u>10%</u>
R21	PHARMACY ASSISTANT	1.50%
D5H	PLANNING COMMISSIONS CLERK	
G71	PRECINCT PLANNING SPECIALIST	
D58	RECORDABLE DOCUMENTS INDEXER	
D57	RECORDS RETENTION SPECIALIST	
D3A	RESOURCE SCHEDULING REPRESENTATIVE	<u>10%</u>
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	<u>15%</u>
E39	SENIOR LIBRARY CLERK	<u>26%</u>
X09	SENIOR OFFICE SPECIALIST	
D45	SENIOR PATIENT BUSINESS SERVICES CLERK	<u>10%</u>
S2D	SURGERY SCHEDULER	<u>10%</u>
E20	TELECOMMUNICATIONS SERVICES SPECIALIST	
D11	TRANSCRIPTIONIST	
D04	TUMOR REGISTRAR	
<b>D5J</b>	<b>TRANSLATOR/INTERPRETER</b>	
<del>D35</del>	<del>VALLEY HEALTH PLAN (VHP) ASSISTANT</del>	
D4M	VALLEY HEALTH PLAN (VHP) CLAIMS EXAMINER	
D25	VALLEY HEALTH PLAN (VHP) MEMBER SERVICE REPRESENTATIVE	<u>15%</u>
F5F	VITAL RECORDS SPECIALIST I	
F5E	VITAL RECORDS SPECIALIST II	





## CLERICAL UNIT COUNTER #4 – 06/05/23

### B.3 TRANSFER AND EXAMINATION SYSTEM - UP – HOLD #1 to 4/18/23

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 (8<sup>th</sup> 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) business days.
- b) Information will be updated on the County intranet website and internet websites as revised information is available.

### 2. Voluntary Transfer Opportunities UP – HOLD to 4/18

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 UP – MODIFIED 5/22/23

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 UP – MODIFIED 5/22/23**

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.

## CLERICAL UNIT COUNTER #4 – 06/05/23

### **B.4 Union-County Clerical Education Program - UP – HOLD 4/18/23**

- 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 UNIT COUNTER #4 – 6/5/23

### **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.

## CLERICAL UNIT COUNTER #4 – 6/5/23

### B.11 Promotional Opportunity Program **UP – HOLD 5/22/23**

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 **employees** whose salary is below the targeted training classification.

In addition to the ten (10) positions listed above, the County shall allocate 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.

## CLERICAL UNIT COUNTER #4 – 06/05/23

### B. 13 Alternate Staffing/Trainee **UP – HOLD 5/22/23**

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 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.

## CLERICAL UNIT COUNTER #4 - 6/5/23

### **B.15 Weekend Off Provision - UP – TA to CTY 5/12/23**

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.

## CLERICAL UNIT COUNTER #4 – 06/5/23

### **B.17 Work Out of Classification (WOOC) UP – HOLD to 4/18/23**

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 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 notify all clerical workers in the Department/Unit, via County email, for seven (7) business days, of the long-term WOOC opportunity.

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.

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.