
DEPARTMENTAL AGREEMENT
BETWEEN
SANTA CLARA COUNTY CLERK-RECORDER'S OFFICE
AND
SEIU LOCAL 521

I. PREAMBLE

- A. This Agreement is negotiated pursuant to Article 8, Section 8.15 of the Memorandum of Agreement (MOA) between the County of Santa Clara (County) and Service Employees International Union Local 521 (Union).
- B. This Agreement covers all coded workers represented by SEIU Local 521 within the Santa Clara County Clerk-Recorder's Office (CRO). These classifications are: Account Clerk II, Accountant Assistant, Accountant Auditor Appraiser, Clerk Recorder Office Specialist I, II, & III, Information Systems Analyst I & II, Information Systems Technician I & II, Messenger Driver, Office Specialist III, Recordable Document Technician, Recordable Document Technician Trainee, and Recordable Document Indexer.
- C. Should the Union cease to represent a particular classification, this Agreement shall remain in force for the remaining classifications.
- D. This Agreement supersedes all practices, both formal and informal, pertaining to items covered in this Agreement.

II. SENIORITY

- A. Seniority for the purposes of this Agreement is defined as date of hire as a coded employee in the CRO. Date of hire shall be adjusted for all time on leave without pay, but shall not be adjusted for all time on leaves covered by the Family Medical Leave Act, maternity leave, workers' compensation leave and military leave.
- B. In cases of exact ties in seniority, the tie will be broken by days of accrued service within the County.
- C. Should a tie still exist after use of section II (B), the tie will be broken by a coin toss.
- D. On a semi-annual basis, Management will provide a CRO Master Seniority List to the Local 521 Stewards of the CRO for posting.

III. DIVISIONAL ASSIGNMENTS

Divisional assignments shall be assigned in the following manner, except where business needs and/or specific worker skill-sets are required; however, this section of the agreement will be pre-empted by the needs of the Department:

- A. The regular divisional assignments shall be made based on business needs and/or worker skill-sets. Workers may be assigned to any division within the CRO.
- B. The temporary divisional assignments shall be offered initially to the most senior qualified worker. If all qualified workers decline the temporary divisional assignment, the qualified workers with the needed skill-set may be assigned in inverse order from the seniority list.
- C. The seniority list will reflect the workers that are qualified for temporary divisional assignments, which will be updated semi-annually.
- D. All pre-approved vacations, leaves (paid or unpaid, medical or other) shall not be affected due to a worker's assignment to another division.

IV. ASSIGNMENT OF OVERTIME

When the department determines that additional work is necessary beyond normal work hours, and such work is to be performed on an overtime basis, the overtime assignment shall be assigned in the following manner, except where business needs and a specific worker skill-sets are required, this section of the Agreement will be pre-empted by the needs of department:

- A. The seniority list will reflect the workers that are qualified to work overtime and wish to be considered for overtime assignments. This will be updated semi-annually.
- B. The overtime assignment shall be offered initially to the most senior worker on the seniority list who is available and accepts. Subsequent overtime assignments shall be offered on a rotational basis from the overtime list until filled. If all of the workers on the overtime list decline the overtime offer, the overtime can be offered to qualified workers from other divisions.
- C. Mandatory Overtime – when mandatory overtime is required, those workers with the needed skill-set will be assigned.

V. WORK OUT OF CLASS

When the department determines that Work Out of Class (WOOC) is necessary, the assignment shall be offered on a rotational basis by seniority and made in the following manner:

- A. Every January, management will notify all workers of the sign-up period for WOOC and conduct the annual sign-up.
- B. The rotational list shall include all qualified workers in the work division who have signed up and shall first be established in seniority order (most senior first) and thereafter be rotational. Each worker who was offered or worked the assignment shall be moved to the bottom of the list.
- C. Workers assigned to a work division after the WOOC list has been established will be placed on the list in seniority order.
- D. It is agreed that WOOC assignments will first be offered to qualified individuals working within the particular division. Should no one be available, management will have the option to go outside the division.
- E. Workers must meet the minimum qualifications for the position and have an approved application on file.

VI. VACATIONS

- A. Vacation scheduling shall be done twice a year. The vacation periods are from February 1st through November 15th (to be referred to as the "Non-Holiday Period") and November 16th through January 31st (to be referred to as the "Holiday Period").
- B. Each period has a separate vacation request submittal window. The standard departmental Request for Time-Off form will be used by the employee to request vacation. The seniority list will be used to determine which employee is granted vacation. Each division supervisor will determine the number of employees to be on vacation at any given time as to allow for adequate coverage.
- C. For the Non-Holiday Period, employees will submit requests to their supervisor between January 1st and January 15th. The supervisor will review division level coverage needs and approve/disapprove the requests. The supervisor will return the approved/disapproved vacation requests to the employee by the last business day in January.
- D. For the Holiday Period, employees will submit requests to their supervisor between September 1st and September 15th. The supervisor will review division level coverage

needs and approve/disapprove the requests. The supervisor will return the approved/disapproved vacation requests to the employee by the last business day in September.

- E. Outside of the defined vacation request periods, an employee may submit requests for vacation; however, the supervisor will review any such request on a first-come first-serve basis. It will be approved/disapproved based upon work division coverage needs. Once a vacation request is approved, the employee cannot be "bumped" by a more senior employee.
- F. If a worker promotes into a new position or division after the close of a vacation request period, the gaining supervisor will attempt to accommodate the vacation approved from the previous division within the CRO; however, coverage needs of the gaining division will be determinative.

VII. VACANCIES


Vacancies of classifications covered by the MOA shall be announced to all SEIU Local 521 members within the CRO. The announcement shall be in the form of an e-mail to all members with a link to the County's job website.

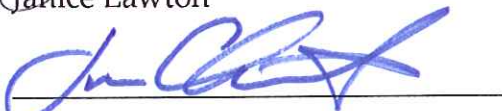
VIII. TERM

This Agreement is effective June 03, 2010. Thereafter, this Agreement shall continue in full force and effect from year to year, unless notice to terminate or amend is made by either party in November. If such notice is provided, negotiations of a successor agreement shall take place December, January and February following the November notification. If no agreement is reached, impasse may be declared by either party. The impasse procedure shall be in accordance with Section 8.15 of the Master Agreement.

DATE 6/3/10

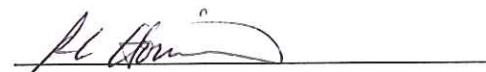
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