

DEPARTMENTAL AGREEMENT
between
SANTA CLARA COUNTY OFFICE OF THE COUNTY COUNSEL
and
LOCAL 715, SEIU

I. Preamble

A. This Agreement is negotiated pursuant to Article 8, Section 8.15 of the contract between the County of Santa Clara and Local 715, SEIU.

B. This Agreement covers all coded workers represented by Local 715, SEIU, within the Office of the County Counsel.

C. Should the Union cease to represent a particular classification, this Agreement shall remain in force for the remaining classifications.

D. This Agreement supercedes all prior Departmental Agreements and all items covered herein.

II. Seniority

Seniority for the purposes of this agreement is defined as days of accrued service in the Office of County Counsel. Seniority shall be maintained and accumulated during industrial injury leaves, leaves taken under the Family Medical Leave Act, military leaves, and up to one (1) pay period of unpaid leave.

III. Vacancies

A. Should a vacancy occur that the Office intends to fill, the Office shall notify all workers covered by this Agreement. A notice of the vacancy shall be sent out either by memorandum or e-mail. Only workers in the same classification as the position listed in the notice shall be considered "eligible workers" for purposes of filling the vacancy. Workers shall have ten (10) working days from the date of the notification to submit a memo of interest to the Administrative Services Manager.

B. All eligible workers who have submitted memos of interest will be screened as to their qualification for the vacant position. In considering the qualifications of a candidate, Management shall use as criteria experience in like assignments, a candidate's disciplinary record and counselings, and a candidate's quality and quantity of work in current and past assignments. Should there be less than three (3) workers within the Office of County Counsel deemed to be qualified, then the Department will

follow the provisions for filling a vacancy set forth in Appendix B of the MOU. If three (3) or more qualified candidates are found to have essentially equal qualifications, the most senior worker will be selected.

C. The selected worker will be provided written notice of at least two weeks in advance of the effective date.

D. The Department will offer each vacancy for internal lateral transfer one time. Thereafter, the Department may choose to follow procedures for filling vacancies set forth in Appendix B of the Memorandum of Understanding between the parties at Section 4.

IV. Overtime Work

When the Office determines that additional work is necessary beyond normal work hours, and such work is to be performed on an overtime basis, the overtime will be assigned as follows:

A. Whenever possible, the overtime will be offered to the worker who normally performs the assignment if he/she is on duty. If that worker declines such assignment, the overtime shall be offered first to qualified workers in that unit.

B. If no qualified workers volunteer in that unit, the Office shall offer the overtime work as equally as practicable to any and all qualified workers who have indicated their interest and their availability beyond normal working hours, to work overtime. Such notice may be submitted at any time in writing to the Administrative Services Manager.

V. Vacation

A. The vacation schedule will be circulated during the months of February and August and will cover vacation times from April 1 through September 30, and October 1 through March 31, respectively. Should a worker request consecutive days of vacation during a week in which the vacation periods intersect, Management will not deny the request because the proceeding vacation period has not yet opened. No worker request for vacation that includes days from the second week of a subsequent vacation period will be approved.

B. During the first ten days of February and August, workers may sign up for the time off on the vacation schedule and charge their time off to vacation and/or personal leave. Such time must be accrued by the date the time off is to be taken.

C. The timelines set forth above shall not preclude workers from requesting changes or additional time off once the list has been completed. Conflicts in scheduling time off shall be resolved by seniority within a division. However, a more senior worker making a request or change after the schedule has been approved shall not be entitled to exert seniority rights over another worker whose request has already been approved.

D. Workers' will receive approval or denial of a vacation request within ten (10) working days of the submission of the request.

VI. Savings Clause

Should any of the provisions in this agreement be deemed invalid based on a change in law, the remainder of the agreement shall remain in full force and effect.

VII. Term

This agreement is effective as of March 14, 2005. Thereafter, the 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 of the year immediately preceding the date proposed to terminate or modify. The Agreement may only be opened by either of the parties pursuant to the provisions set forth in Section 8.15 of the MOU between the parties.

Dated: March 22, 2005

County of Santa Clara:

Bud Gault
Alice Wheatley

Local 715, SEIU:

Kimberly Gomez
Jeanne Wyrock
P. H. Z. A.
