

DEPARTMENTAL AGREEMENT
BETWEEN
SANTA CLARA COUNTY
DEPARTMENT OF ALCOHOL AND DRUG SERVICES (DADS)
AND
SEIU LOCAL 521

I. Preamble:

- A. This Agreement has been negotiated pursuant to Article 8, Section 8.15 of the Memorandum of Agreement between the County and Local 521.
- B. This Agreement covers all positions represented by Local 521 and employed by the Department of Alcohol and Drug Services (DADS) of the County of Santa Clara
- C. This Agreement supersedes all agreements and practices both formal and informal.

II. Seniority:

For the purposes of this Agreement, seniority shall be defined as days of accrued service (DOAS) in any coded classification within the classified or unclassified service of the County.

III. Transfers:

All coded vacancies covered by this Agreement, shall be posted for bid under the Department of Alcohol and Drug Services. Notification to workers of the coded vacancy shall be done at staff meetings and County email. Transfers shall be from one geographical location to another. All coded departmental vacancies shall be filled as follows:

- A. The notification shall include the classification of the vacancy, shift, location, and the nature of the work to be performed. Such notification shall be for a minimum of ten (10) working days and interested workers must apply for the transfer, in writing, to their Supervisor and/or Department management by 5:00PM on the last day of the posting period.
- B. Workers in the Department shall be entitled to apply to bid for transfer into a vacant position in the worker's same classification before a worker can be hired from outside the Department.
- C. In the event the following are equal, the senior worker shall be selected. In considering the qualifications of the workers, management shall use as criteria experience, quality and quantity of work in current and past assignments in the department, disciplinary record, and training potential. For funded positions under the California Department of Corrections Rehabilitation (CDCR) Parolee Reentry Services Program (Approved by the Board of Supervisors February 25, 2014), the worker must meet CDCR 'Live Scan background check' security clearance requirements in order to transfer.
- D. The Department may simultaneously post the vacancy internally and externally, in an effort to expedite the filling of the vacancy. The Internal Candidate list must be exhausted prior to hiring an external candidate.
- E. Should no current qualified workers apply for the position, the position may be filled by an external candidate.

IV. Work Out of Classification:

Work out of classification (WOOC) shall be distributed as equally as practicable. In considering the qualifications of the worker, management may use as criteria experience in like assignment, candidate's disciplinary record, and the quality and quantity of their work in current and past assignments. Work out of classification (WOOC) may be assigned by the appropriate manager for any absence period of the work out of classification assignment. The assigned worker(s) shall receive pay consistent with the Master MOA. For funded positions under the California Department of Corrections Rehabilitation (CDCR) Parolee Reentry Services Program (Approved by the Board of Supervisors February 25, 2014), the worker must meet CDCR 'Live Scan background check' security clearance requirements in order to transfer.

V. Vacation Scheduling (more than two (2) consecutive weeks):

If more than one employee puts in a time off request for more than two (2) consecutive weeks in the same unit, for the same time period and coverage needs cannot be met by approval of all vacation requests, approval shall be given in order of seniority as defined in this Agreement. Employees shall receive either a denial or approval of time off request within ten (10) working days of the request.

VI. Overtime:

When the Department determines that overtime work is necessary, the work shall be assigned, consistent with program and service delivery needs, as follows:

- A. When overtime work is necessary, the work shall first be offered to the worker who normally performs the assignment. If that worker declines the overtime, the overtime shall be offered in seniority order to the qualified workers who are most readily available.
- B. Each worker offered overtime work shall be moved to the bottom of the seniority list after the offer of overtime is made.
- C. If no worker volunteers for overtime, the assignment shall be made to the first available qualified worker in inverse seniority order, starting from the bottom of the seniority list as it stood in "A" above.

VII. Holiday Work:

Management will make every effort to ensure that the same staff are not working every holiday within a calendar year. When holiday work is required, requests for time off shall be granted depending on staffing needs as determined by the Department. Management will make every effort to schedule holiday shifts on a rotational basis.

VIII. Term:

The term of this Agreement will be for 30 months to and including November 2, 2016. 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 of the year immediately preceding. If no agreement is reached impasse may be declared by either party. The impasse procedure to be followed shall be in accordance with Section 8.15 of the Master Agreement.

DATE:

July 31, 2014

The County Of Santa Clara:

Anthony Michael

Paul Lopez

SEIU Local 521:

James Horvath Chief Steward
SEIU 521

John Jones Assistant Chief Steward

