

**Department of Child Support Services and SEIU, Local 521
Departmental Agreement**

I. Preamble

- A. This agreement has been negotiated pursuant to Article 8, Section 8.15 of the Memorandum of agreement between the County and SEIU, Local 521.
- B. This Agreement covers all classifications, present and future, in the Department of Child Support Services represented by SEIU, Local 521. Should the Union cease to represent a particular classification, the Agreement shall remain in force for the rest of the classifications.
- C. This Agreement supersedes all practices both formal and informal, pertaining to items covered in this agreement.

II. Seniority

- A. Seniority shall be defined as days of accrued service (DOAS) in any coded classification within the classified or unclassified service with the Department. For workers in the DCSS, time in the Social Services Department; Family Support Unit, will be counted toward seniority.
- B. Seniority shall be asserted by days of service in classification. In cases of exact ties in seniority, affected employees shall be notified and the tie shall be broken by days of accrued service first within the Department and then within the County. Should a tie still exist, the tie shall be broken by chance.
- C. The Department shall maintain and provide the SEIU, Local 521 a Seniority list on an as needed basis.

III. Overtime Work

- A. Overtime will first be offered on a voluntary basis based on business need and functional area/unit/team within the Department. For example, if there is an overtime opportunity in the Court Unit the overtime shall be offered to workers in the Court Unit first. The overtime shall be offered to qualified workers in the area/unit/team who normally performs the assignment provided they are on duty. If there are two employees that would like to volunteer for the same schedule of overtime, seniority as defined in this agreement shall be the deciding factor of approval.
- B. If no worker volunteers and the department decides to assign mandatory overtime to coded employees, the overtime will be assigned to the first available qualified worker in that classification in the work unit by order of inverse seniority.
- C. When the department determines that overtime work is necessary and additional staff beyond those on duty is required, the mandatory overtime will be assigned to the first available qualified worker in that classification and work unit by order of inverse seniority who is not on duty.

Department of Child Support Services and SEIU, Local 521
Departmental Agreement
Page 2 of 4

IV. Vacations

- A. Workers must submit request to management. In the event there are multiple requests for the same time period, seniority will be the determining factor for approval.
- B. Aside from regularly scheduled vacations, workers may use accrued vacation time for personal, unusual, or emergency needs upon management approval. Management agrees that requests for vacation time will not be denied in an arbitrary or discriminatory manner.
- C. Management will notify workers of decision within five (5) business days.

V. Administrative Transfers

- A. The Department initiates administrative transfers. When an administrative transfer is initiated requiring the movement of a worker from one team/unit the Department will post the transfers requirement for Five (5) days. In the event there are no qualified volunteers, the least senior qualified worker in the affected classification and unit shall be transferred.
- B. Temporary administrative transfers may be initiated by the department immediately for up to 45 days in cases of sudden necessity, such as, but not limited to, unusual workloads or absences.

VI. Voluntary Transfer

- A. All coded departmental vacancies to be filled shall be posted at each work location for a period of five (5) days.
- B. Those eligible to be considered for transfer to fill a vacancy first are those who bid from one work unit to another work unit within a given division: secondly, from the department.
- C. In considering the qualifications of the candidates, Management shall use as criteria experience in like assignments, seniority within the office and the department, a candidate's quality, and quantity of work in current and past assignments. In the event the foregoing is relatively equal, the senior employee shall be selected. Bypassed senior worker(s) may challenge the determination through the grievance and arbitration procedure of the Collective Bargaining Agreement between the county and Local 521 Service Employees International Union.
- D. Posting for vacancies resulting from the selection of a person under "A" (above) shall cease after one additional posting period.
- E. This provision does not apply to Child Support Officer I's.

Department of Child Support Services and SEIU, Local 521
Departmental Agreement
Page 3 of 4

VII. Work Shifts

- A. Within each functional area, management will determine how many positions in each classification are required for the mandated hours of 8:00 a.m. to 5:00 p.m. (8:30 a.m. to 5:00 p.m. in those areas designated by management).
- B. Every three (3) calendar months, workers eligible for available work shifts shall select, on a rotational basis, one of the available work shifts using the existing rotational list.

The available work shifts are as follows:

- | | | | |
|----|------|------|--------------|
| 1. | 7:30 | 4:00 | ½ hour lunch |
| 2. | 7:30 | 4:30 | 1 hour lunch |
| 3. | 8:00 | 4:30 | ½ hour lunch |
| 4. | 8:00 | 5:00 | 1 hour lunch |
| 5. | 8:30 | 5:00 | ½ hour lunch |

- C. If there are an insufficient number of workers interested in working the mandated hours (8-5), these positions will be filled by management from the bottom of an inverse seniority rotational list.
- D. Temporary assignment may be made, not to exceed 60 working days, to cover for workers on scheduled leave and/or other staffing needs.
- E. Any worker wishing to extend his/her scheduled lunch hour must have prior approval and will be charged vacation or leave without pay.

VIII. Work Shift Vacancies

- A. Any mandated positions in the indicated functional areas not filled by staff may be filled by the appointment of a worker by management from the bottom of the rotational list. See Section VII A above.
- B. Workers new to the department will have to serve one (1) full rotation of mandatory hours before being eligible for work shifts.

IX. Shift Change Notification

Any proposed permanent changes in the hours of work schedule deemed necessary by management shall be made known to the Union in advance. Such proposed change shall be a meet and confer at the request of the Union or Department.

Department of Child Support Services and SEIU, Local 521

Departmental Agreement

X. Term

The term of this Agreement will be from date of ratification and shall continue in full force and effect from year-to-year thereafter unless notice to terminate or amend is made by either party, in accordance with Section 8.15 of the Master Agreement or by mutual agreement. If no agreement is reached, impasse may be declared by either party in accordance with Section 8.15 of the Master Agreement.

Date: 11/17/2021

County of Santa Clara

DocuSigned by:
Kathleen Sao
21A2D43C4FC14D4...
Kathleen A. Sao, Labor Relations Rep., LR

DocuSigned by:
Mona Guerrero
F9E234FC76814CA...
Mona Guerrero, Labor Relations Rep., LR

DocuSigned by:
Ignacio Guerrero
96DDD920375B479...
Ignacio J. Guerrero, Director, DCSS

DocuSigned by:
Regina Martin
992C95751E2844A...
Regina Martin, Deputy Director, DCSS

SEIU, Local 521

DocuSigned by:
John Solis
CA150054AED64E3...
John Solis, Internal Worksite Organizer, 521

DocuSigned by:
Franklin, Racquel
D5FAE40E07EB44D...
Racquel Franklin, Chief Steward, DCSS

DocuSigned by:
Francine Gonzalez
669A2F4A2AA7432...
Francine Gonzalez, Assistant Chief Steward, DCSS

DocuSigned by:
Mireya Rivera
1B83F7218AF94B3...
Mireya Rivera, CSOII, DCSS