

DEPARTMENTAL AGREEMENT
between
County of Santa Clara – Finance Agency
Department of Tax and Collections
and
SEIU, Local 521 (Legacy 715)

A. PREAMBLE

1. This agreement has been negotiated pursuant to Article 8, Section 8.15 of the Memorandum of Agreement (MOU) between the County of Santa Clara (hereinafter referred to as "County") and SEIU Local 521 (hereinafter referred to as "Local 521").
2. This agreement covers all classifications, present and future, represented by Local 521 and employed by the Department of Tax and Collections (DTAC). Should the Union cease to represent a particular classification, the Agreement shall remain in force for the rest of the classifications.
3. This Agreement supersedes all practices, both formal and informal, pertaining to items covered in this Agreement.

B. HOURS

1. Current DTAC business hours:

	Mon	Tues	Wed	Thurs	Fri
Berger Dr	7:30-5p	7:30-7p	7:30-7p	7:30-7p	7:30-7p
Hedding St.	8-5p	8-5p	8-5p	8-5p	8-5p
Julian St	8-5p	8-5p	8-5p	8-5p	8-5p

DTAC business hours including 852 First Street shall be as follows:

	Mon	Tues	Wed	Thurs	Fri
First St	7:30-5p	7:30-7p	7:30-7p	7:30-7p	7:30-7p
Hedding St.	8-5p	8-5p	8-5p	8-5p	8-5p

2. Workers shall be granted an unpaid meal period of not less than 30 minutes or more than one hour, scheduled at approximately the mid-point of the workday. The length of the lunch period will be determined by management.

3. Workers may make up to one half hour per day (twice per pay period) for a late arrival, with the approval of management. Such time shall be made up within the same workday.

C. SENIORITY

1. Seniority shall be defined as days of accrued service as noted on a worker's pay warrant. The following leave of absences shall count for seniority purposes: Industrial injury leave, military leave, and medical leaves of one pay period or more. Ties in seniority shall be broken by chance.
2. Workers who are laid off, and who return to the department within two years, shall retain their seniority. The time outside of the department shall not count toward that seniority.
3. Workers who leave the department and return within 12 (twelve) months shall retain their departmental seniority. However, the time outside the department shall not count.

D. VACATION, PERSONAL LEAVE AND HOLIDAY TIME OFF REQUESTS

1. Vacation/personal leave requests should be submitted with as much advance notice as possible. These leave requests will be granted based on due consideration of administrative requirements and operational needs of DTAC.
2. Time off during the three days directly prior to Thanksgiving is known as the Thanksgiving holiday period. Time off during the last two weeks of December and the first week of January is known as the CNY holiday period. Time off requests for Thanksgiving period shall be submitted no later than the first Monday in October. DTAC shall respond to requests no later than ten (10) days from the date of receipt. Time off requests for CNY holiday period shall be submitted no later than the first Monday in November. DTAC shall respond to requests no later than ten (10) days from the date of receipt.
3. In evaluating competing time off requests for the Thanksgiving/CNY holiday period, consideration will be given to the prior year to assure that holiday/CNY work is rotated. Preference shall be given to the worker's request who was not granted time off the prior Thanksgiving/CNY holiday period. Should the previous requests granted be similar, the time off shall be offered to the workers on a rotating basis.

E. SHIFTS AND ALTERNATE HOURS ASSIGNMENTS – ONLY APPLICABLE TO EMPLOYEES WHO ARE ASSIGNED TO A 6-MONTH SCHEDULE CONSISTENT WITH THE PROVISIONS OF THE ALTERNATE HOURS AGREEMENT

1. DTAC will solicit volunteers to work a shift or an alternate hours schedule for any work unit based on its business needs at that time. The eligible classifications, the work schedules, and the maximum number of workers asked to volunteer for an alternate hours schedule will be determined by management. In the event there are more volunteers for a certain shift than business needs dictate, County seniority as outlined in C1 will be the deciding factor. Once the volunteers are selected, they will be required to remain in the selected shift for the duration of the six months, subject to the applicable provisions of the Alternate Hours Agreement.
2. Window periods for alternate hours' requests and shift assignment will be in the months of January and July.
3. Sequence for voluntary alternate hours request, submission and selection:
 - a. The second Wednesday in January and July, DTAC shall notify all affected DTAC workers of the upcoming timeline for submission of an alternate hours shift. This notification shall be done via email.
 - b. Requests for an alternate hours schedule shall be submitted no later than the third Wednesday in January and July.

Workers who are unable to participate or are absent shall provide from date of request notification to date of final submission to their steward or alternate steward a shift preference (proxy) on which they may list their preference for shifts. If an absent worker has no such shift preference (proxy), he/she will be assigned one of any remaining shifts which will remain in place until the next request notification period.

- c. Alternate hours schedules shall be effective as follows:
 - 1) The alternate hours selections occurring in January shall take effect the first day of the first full pay period in March.
 - 2) The alternate hours selection occurring in July shall take effect the first day of the first full pay period in September.
4. Workers hired outside the window period or who have not yet completed probation are not eligible to volunteer for an alternate hours schedule.
5. If workers are being cross-trained, shift assignment will be determined on a case by case basis determined by unit need.

F. TRANSFERS

1. Prior to filling a vacant position, DTAC will issue by email and post electronically a notice of such vacancy. Management may request a certification list and/or transfer list from Human Resources, and this can be done concurrently.
2. Within eight (8) workdays from the email notification and electronic posting of a vacancy, workers interested in applying shall submit an application to the contact person indicated in the notification.
3. DTAC will interview interested and qualified applicants whether internal or external. DTAC will select the most qualified applicant for the position.
4. If a worker from the department is not chosen, he/she may confer with management to determine the reasons for the decision.

G. ASSIGNMENTS:

1. Assignments may be made to cover for workers on leave, such as vacation, sick, personal or other leaves or to cover vacancies and *bona fide* emergencies. Such assignments shall be filled first on a voluntary basis.

Where there are no volunteers, the workers in the Unit shall be assigned to cover by inverse seniority. This assignment shall not exceed the remaining balance of alternate work hours and up to six months.

2. Temporary Assignments – Based on the needs identified by DTAC (e.g., balancing cost recovery requirements when referral volumes change), temporary assignments between units shall be assigned as follows:
 - a. Order of Assignment
 - 1) Volunteers, fill by seniority
 - 2) Assigned by inverse seniority
 - b. During temporary assignments, assigned employees shall retain shift/slot already assigned from their original unit.
 - c. If the need still exists, the process outlined in “a”, above, shall be re-applied.

H. CAREER DEVELOPMENT :

To provide workers with the opportunity to expand their knowledge and skills and to enhance their ability to promote within the department, DTAC management shall offer a voluntary cross-training program.

- a. Management shall accept applications for cross-training opportunities annually.
- b. Cross-training assignments shall be for a minimum of one year.
- c. Applicants may indicate a first and second choice as to cross-training assignments.
- d. Management retains the right to determine the number of cross-training opportunities available and selection of applicants each year.
- e. Applicants must have passed probation in their current class, and have worked in their current unit for at least one year.
- f. During cross-training, applicants must be willing to accommodate the schedule associated with their cross-training assignment. Management will make every effort to avoid shift changes.
- g. If an applicant is not selected, Management will work with the employee and provide relevant feedback for future opportunities.

I. TERM

The term of this Agreement will be from September 1, 2017 and shall continue in full force and effect from year to year, unless notice to terminate or amend is made by either party in November, in accordance with Section 8.15 of the MOU. Departmental negotiations shall follow the process outlined in Section 8.15 of the contract.

FOR THE COUNTY


8/24/17
Date



Iris Clay


Emily Harrison

FOR SEIU LOCAL 521

8/24/17
Date


Mandy Lu


Lucinda Coleman

Margaret Olaiya
Margaret Olaiya

Dora Espinoza
Dora Espinoza

Sylvia Jefferson
Sylvia Jefferson

Daryl Kobashigawa
Daryl Kobashigawa

Ramsin Nasser
Ramsin Nasser

John Wilcox
John Wilcox

Tom Catalano
Tom Catalano

Darin Crafton
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Carmella DiSopa
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Sabrina Garcia
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Linda Kinney
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Greg Martinez
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Pamela Nicholson
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