

DEPARTMENTAL AGREEMENT

OFFICE OF THE SHERIFF

AND

Local 521, SEIU

I. Preamble

- A. This agreement has been negotiated pursuant to Article 8, Section 8.15 of the Memorandum of Agreement between the County of Santa Clara (hereinafter referred to as the County) and Local 715 (now known as 521), SEIU (hereinafter referred to as the Union). This agreement does not cover the Coroner's Office.

This Departmental Agreement covers the following classifications both:

Executive Assistant I, Office Specialist I/II, Law Enforcement Clerk, Law Enforcement Records Technician, Law Enforcement Records Specialist, Accountant Assistant, Account Clerk II, Account Clerk I/II, Property Evidence Technician, Legal Process Officer, Legal Clerk, Information Systems Analyst II, Data Entry Operator, Sheriff's Technician, Rangemaster I/II, Latent Fingerprint Examiner I,

Extra-help and unclassified positions are not covered by this agreement.

- B. Should Union, cease to represent any of these classifications, this Agreement will remain in force for the remaining classifications. Should any new classifications be created, the County will meet and confer with Union about their inclusion under this Agreement.
- C. This Agreement supersedes all practices, both formal and informal pertaining to items covered in this Agreement.

II. Seniority

- A. For purposes of this Agreement, seniority is defined as days of accrued service within the Office of the Sheriff. Seniority shall be maintained and accumulated during industrial injury leaves, leaves taken under the California Family Rights Act, Family Medical Leave Act, military leaves, and maternity leave. In cases of exact ties in seniority, affected workers shall be notified and the tie will be broken by days of accrued service within the County and then by chance.
- B. Management will establish a seniority list every November and provide the Union with a copy.

III. Vacancies

- A. Should a new vacancy occur that the Office intends to fill, the Office shall notify all workers covered by this Agreement of the vacant classification and the deadline to file an application and/or memo of interest. Deadline to file an application shall be seven (7) calendar days from the date of notification. A notice of the vacancy shall be sent out via department-wide e-mail.
- B. In considering the qualifications of the candidates, and the needs of the Office of the Sheriff, management may use the following criteria: candidate's experience in like assignments, candidate's quality and quantity of work in current and past assignments, interview/test scores, past disciplines maintained in the worker's personnel file and any written counselings, if any. Written counselings shall not be used in considering employee's qualifications if the written counseling is two or more years old from the date of the deadline to file an application. In cases of equal qualifications between candidates, ties shall be broken by seniority.
- C. Should filling a vacancy through the above process result in a lack of appropriate coverage (below minimum staffing levels), the office may delay the transfer until the appropriate staffing levels can be met. If the delay is longer than a period of nine (9) months, the Sheriff's Office will provide an explanation in writing to the Union.
- D. If the new vacancy is not filled by the above process, the least senior employee will be administratively transferred (skill level and experience may be criteria considered).

IV. Temporary Assignments

Employees covered by this agreement, may be temporarily reassigned for an absence or vacancy in any division. If the worker is temporarily assigned for more than twelve months (12) months, the Office of the Sheriff will provide an explanation in writing to the Union.

V. Vacations

- A. Annual vacation sign-ups shall be conducted by each unit at the Office of the Sheriff in the month of December for the following year. Management in each division will indicate the number of workers being permitted to take vacation during each week of the year. Vacation scheduling will be by worker preference in order of seniority.
- B. The number of weeks or segments allowed for vacation will be determined by each individual unit/division.

- C. For the worker that does not have enough accrued vacation leave during the sign-up period, s/he shall be entitled to take the vacation as outlined above, as long as s/he will have accrued the vacation at the time the worker takes the vacation.
- D. After the initial sign-ups in December have been completed, workers may request remaining available blocks. Such requests shall be based on seniority.
- E. Additional vacation time may be taken upon approval of the appointing authority or designee.

VI. Work out of Classification (WOOC) within the Records Unit that Exceed One Year

When the Office of the Sheriff assigns work out of classification that will exceed a year within the Records unit, the appointing authority or designee shall make every effort to offer and distribute WOOC among interested workers who are qualified and who meet the needs of the Office of the Sheriff.

- A. For the purpose of this agreement, Records Unit classifications eligible for WOOC are supervised by the Records Manager.
- B. The Appointing authority or designee shall post a bulletin for a minimum of seven (7) calendar days of WOOC assignment that will exceed a year. Employees interested in WOOC shall submit a memorandum of interest to the Records Commander during the posting period.
- C. The Office of the Sheriff shall consider annual rotation among qualified workers.

VII. Term of Agreement

The term of this Agreement will be from March 6, 2009 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 November of any year; however, if the contract between the County and SEIU Local 521, Section 8.15, Departmental Agreement provides an alternative method on when to reopen the Agreement, the contract shall supersede this Agreement.

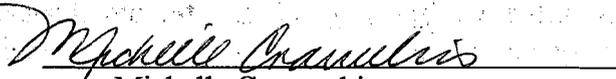
Departmental negotiations shall follow the process outlined in Section 8.15 of the contract.

Date: 3/6/09

For County:



Sabahete Kraja



Michelle Covarrubias



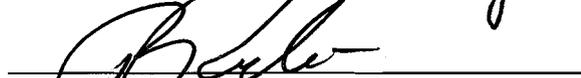
James Greer



Patrick McGrady

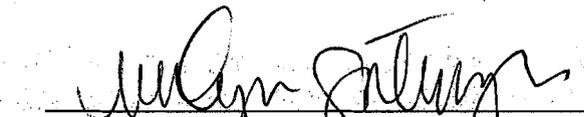


Marie Munley

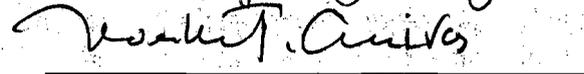


Peter Rode

For Union:



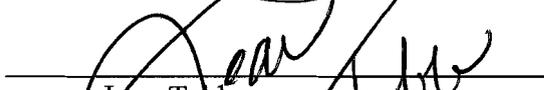
Evelyn Gutierrez



Noelle Arrivas



Inez Martinez



Joan Tabb



Joan Tabb