

DEPARTMENTAL AGREEMENT BETWEEN
SANTA CLARA COUNTY VALLEY HEALTH AND HOSPITAL SYSTEM
DIAGNOSTIC IMAGING AND SEIU LOCAL 715

I. PREAMBLE

- A. This Agreement is made pursuant to Article 8 Section 8.15 of the Memorandum of Agreement between the Santa Clara County (hereinafter referred to as the County) and SEIU Local 715 (hereinafter referred to as the Union).
- B. This Agreement covers the following classifications of Ultrasonographer I & II, Diagnostic Imaging Technologist I & II, MRI Technologist, Medical Admitting Clerk, Hospital Service Assistant, Health Information Clerk I, II & III, Medical Transcriptionist, and Information Technician I & II, employed in the Diagnostic Imaging Department.
- C. Should the Union cease to represent a particular classification, this Agreement shall remain in force for the rest of the classifications covered by this Agreement. Should a new classification be created in the Department of Diagnostic Imaging, the parties agree to meet in accordance with the Memorandum of Agreement (MOA) whether to include such classifications under this Agreement.
- D. This Agreement supersedes all practices, both formal and informal, pertaining to items covered in this Agreement.

II. SENIORITY

- A. For the purposes of this agreement, seniority shall be defined as the date of hire within the Diagnostic Imaging Department in any coded classification within the classified or unclassified service.
- B. The seniority list shall be generated twice a year coinciding with the dates for the vacation bidding and posted by management. A copy of the list will be provided to the Union. The Union may notify management of any discrepancies within ten (10) working days of receipt.
- C. The date of hire within the Department shall exclude leaves without pay with the exception of maternity leave, military leave and industrial injury leave.
- D. A worker reinstated within one (1) year or less will retain previously held seniority rights while employed in the Department, excluding the period that the worker separated from County employment.
- E. Inverse seniority of the coded classifications will be applied on a rotational basis. As a worker is involuntarily assigned in accordance to this agreement, the worker will move to the bottom of the list.

- F. In the case of exact ties in seniority, workers shall be notified and the tie will be broken by chance in the presence of the workers affected or in the presence of their chosen representatives.
- G. Rotating seniority of the coded classifications is defined as a list with the most senior person having the first opportunity to work the assignment. Once worked the person moves to the bottom of the list. This list shall apply only to Section III B.

III. OVERTIME

A. Unscheduled Overtime

1. Unscheduled overtime is work not scheduled in advance.
2. Coded and uncoded workers interested in working unscheduled overtime will indicate their interest on a list posted by management. While the list is posted, a worker may add or remove his/her name at anytime from the sign up list.
3. Unscheduled overtime of one (1) hour or more shall be first offered to the worker(s) performing that work during the shift preceding the overtime. The first person who volunteers will work the overtime.
4. If no one volunteers for the unscheduled overtime from the shift preceding the overtime, management will call from the list of coded and uncoded workers, in that order, taking into consideration availability and modality requirements until a volunteer is generated.
5. If no volunteer is generated from the list, overtime will be assigned based on modality requirements in inverse seniority per Section II E of workers currently working the preceding shift.

B. Overtime Work Scheduled in Advance

1. Overtime work scheduled in advance is defined as work to be performed beyond five working days.
2. Management shall post overtime in advance as it becomes available. Interested workers will sign up for each overtime assignment.
3. Overtime will be assigned based on seniority and modality requirements for the shift. In the event of a tie, Section II F shall apply.
4. In the event that no coded worker signs up for overtime, overtime will be offered to extra help/per diem first and then other uncoded workers.

5. If no volunteer is generated from coded workers, extra help/per diem and other uncoded workers, inverse seniority per Section II E will apply and overtime will be assigned.

IV. HOLIDAYS

- A. Workers who normally work the shift on which a major or minor holiday falls, will be given the first opportunity to cover that holiday shift.
- B. If no volunteer is generated from coded, extra help/per diem and other uncoded workers, the shift will be assigned based on modality requirements in inverse seniority per Section II E of this agreement.
- C. If a worker's choice causes the worker to work a double shift, management reserves the right to approve or not approve the worker's request.
- D. If a holiday falls within a worker's approved vacation period, he/she shall not be considered to work that holiday.
- E. Minor Holiday Coverage - Minor holidays are all holidays other than Thanksgiving, the day after Thanksgiving, Christmas and New Year. Workers are not required to sign up for a minor holiday shift.
 1. Minor holiday sign up list shall be posted five (5) weeks in advance for each holiday. The most senior worker to sign up shall be granted the shift assignment.
 2. Minor holiday shift assignments shall be posted three (3) weeks in advance.
- F. Major Holiday Coverage - Major holidays are Thanksgiving, the day after Thanksgiving, Christmas Day and New Years Day.
 1. A seniority list will be posted with a designated time for each worker to sign up for a shift in the order of seniority. Workers can sign up by proxy. Workers who are interested in working additional shifts will make a notation by his/her name during the first round of sign up.
 2. Once everyone has had the opportunity to sign up for a shift, a second opportunity to sign up for remaining vacant shifts will take place in seniority order of those workers who made a notation of interest in working additional shifts.
 3. The sign up process will continue until all coded workers have signed up for their shifts. Remaining shifts will then be offered to other qualified

coded workers. Any remaining shifts will be offered to extra help/per diem and other uncoded workers in that order.

4. Major holiday shifts shall be posted during the first two weeks of September. Every coded worker is required to sign up for at least one shift unless there are more workers than holiday shifts. If there are more workers than holiday shifts, the most senior worker has the first right of refusal.
5. For major holiday only, no worker will be assigned to work the same holiday for two consecutive years.
6. On-call workers shall be exempt from the list.
7. Major holiday shift assignments shall be posted four (4) weeks prior to the Thanksgiving holiday.

V. VACATION

- A. The Department shall provide a blank calendar in each work unit by December for the upcoming year. Workers shall submit their time off request during the second week of January for vacation period between the first week of May through the last week of October and in the second week of July for vacation period between the first week of November through the last week of April of the following year.
- B. Requests for time off will be granted on seniority basis and in compliance with maintaining adequate staffing levels and modality requirements for the various work areas.
- C. A seniority list will be posted with a designated time frame for each worker to sign up for time off in the order of seniority. Each worker shall indicate their time off request on the calendar provided and submit time off request forms for the dates indicated on the calendar. Workers can sign up by proxy.
- D. A worker may only use his/her accrued vacation, compensatory time and personal leave available at the time of request.
- E. During the first round of sign ups, each worker will indicate his/her request for time off in no more than two (2) blocks of one (1) or more consecutive calendar days.
- F. A second opportunity to sign up for additional time off will take place after the first round of sign ups have been completed and reviewed. The second round of sign ups will be conducted as stated in Section V C.

- G. At any time during the year, accrued additional time off may be requested by workers. Management may grant a worker's request based on departmental needs.
- H. No time off exchanges between workers shall be allowed.
- I. A worker may request time off during Thanksgiving, Christmas, New Year, the week of July 4th, the week before and after Easter. First consideration will be given to workers who have not had the same holiday week off in the past three (3) years. When there are not enough requests to fill vacancies, year to year holiday time off will be granted based on seniority.

VI. SHIFT SCHEDULING

- A. For the classification of Diagnostic Imaging Technologist I, shift scheduling shall be as follows:
 - 1. Shifts shall be defined as the following start times: day shift will be 5:00 a.m. through 11:30 a.m., evening shift will be 12:00 p.m. through 7:30 p.m. and night shift will be 8:00 p.m. through 4:30 a.m.
 - 2. Shift assignments shall be on rotational basis where needed to maintain the staff skill levels and familiarity with the different modalities.
 - 3. Shift rotation shall take place between no more than two shifts within a single pay period.
 - 4. A finalized shift schedule in increments of two (2) weeks will be posted four (4) weeks in advance.
 - 5. Every effort will be made to maintain a minimum of ten (10) hours between the end of a worker's shift and the start of another shift.
- B. For classifications of Diagnostic Imaging Technologist II, Ultrasonographer I & II, MRI Technologist, Medical Admitting Clerk, Hospital Service Assistant, Health Information Clerk I, II & III, Medical Transcriptionist, and Information Technician I & II employed in the Diagnostic Imaging Department, shift scheduling shall be assigned regular fixed shifts.
- C. For all classifications:
 - 1. When a shift becomes vacant, interested workers may bid for the shift. The most senior worker who bid for the vacant shift, shall be assigned to the shift. In cases of exact ties in seniority, workers shall be notified and the tie will be broken by chance.

- 2. Management can temporarily change worker's hours for the purposes of emergency coverage, required meetings or training. For purposes other than emergency coverage, management will give ten (10) day's notice to the worker(s) of the temporary work schedule change. The worker(s) will return to their schedule once those needs are met.

VII. JOB ASSIGNMENTS

- A. New or vacant work assignments in a given classification will be offered to all qualified workers in that same classification. Such work assignments shall be posted for ten (10) calendar days.
- B. Workers shall indicate his/her interest in writing. Workers who are on vacation or other approved leaves will be notified of such posting by phone and may indicate his/her interest by written proxy.
- C. Management will consider all eligible applicant requests for the position being filled prior to selection. In considering the qualifications of the worker, management may use as criteria - attendance and a candidate's disciplinary record; education, training and experience in like assignments; seniority; and, quality and quantity of the work in current and past assignments.
- D. Management will select a worker for the assignment from among the four (4) most senior workers that meet the criteria outlined in Section C. By-passed senior workers may request an explanation as to why s/he was not selected for the assignment.

VIII. TERM

The term of this Agreement will be effective from September 30, 2002 through November 30, 2003. 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 each year.

DATED: November 24, 2002

For The County of Santa Clara

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Jenystawo
Deborah J. Lyronak
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Debra A. Jozzy

For SEIU Local 715

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