

MEMORANDUM OF AGREEMENT
BETWEEN
LOCAL 715, SEIU
AND
SANTA CLARA COUNTY HEALTH DEPARTMENT, FISCAL SECTION

I. Preamble

- A. This agreement is made pursuant to Article VIII, Section 8.3, and Appendix 3, Section B.3 of the Memorandum of Agreement between the County and Local 715, SEIU.
- B. All classified and unclassified workers in the coded classifications of Patient Account Clerk I, II; Account Clerks I, II, III; Clerk II and Supervising Account Clerk II in the Health Department, Fiscal Section are covered by this agreement. Should the Union cease to represent any of these classification the agreement shall remain in force for the rest of the classifications.
- C. This agreement supercedes 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 County.
- B. DOAS shall be as they appear each pay period on the employee's pay warrant and the departmental payroll register as currently computed by the Controller's Office.
- C. Seniority shall be asserted by classification by DOAS.

III. Alternate Hours

Incumbent employees shall select one of the following work shifts. Lunch hours shall be scheduled according to Section 8.4(a) of the joint agreement and shall be staggered to meet the staffing requirements of section III.

	<u>START</u>	<u>QUIT</u>	<u>LUNCH</u>
1.	7:30	4:30	1 hour
2.	7:45	4:45	1 hour
3.	8:00	4.30	1/2 hour
4.	8:00	5:00	1 hour
5.	8:30	5:00	1/2 hour

- A. No incumbent worker shall be mandated to work any shift except as provided in Section IV below.

- B. Worker requests for one day change in work shift may be allowed on an occasional basis if notification is given in writing by noon of the preceding day. Temporary changes for longer periods to accommodate emergency situations will not be unreasonably denied. In such situations, the worker will give the Department reasonable advance notice of the estimated period of the change in schedule and the date of return to their regular schedule.
- C. Worker requests to permanently exchange or change shifts will not be unreasonably denied. Such requests shall be made in writing. Reason(s) for denial shall be given, on request, to the worker in writing.

IV. Mandated Hours*

- A. Except as provided in Section IV (B) below, coverage between the mandated hours of 8:00 a.m. and 5:00 p.m. by classification and functional area shall be as follows:

MENTAL HEALTH

Billing

Cash Application (2)	Account Clerk II/III
Reception (1)	Clerk II or Account Clerk II
Patient Billing (5)	Patient Account Clerk I/II
Supervision/Lead (1)	Supervising Account Clerk or Designated Lead Clerk

Contracts

Contract Reimbursement (1)	Account Clerk II/III
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Accounting

Accounting (2)	Account Clerk II/III
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PUBLIC HEALTH

Reception (1)	Clerk II or Account Clerk II/III
Accounting (4)	Account Clerk II/III

- B. One Account Clerk II/III in the Public Health Section shall be required to choose either shift 1 or 2 as provided in Section III (A) of this Agreement.

V. Vacancies**

- A. Any of the above positions in the indicated functional areas not filled by staff to provide the mandated hours coverage may be filled by management in inverse order of seniority.

*The adequacy of a worker's merit and ability shall be considered in filling any position.

**The adequacy of a worker's merit and ability shall be considered in filling any vacancy.

- B. If the incumbent on a shift which must be filled to provide coverage according to Section IV above, vacates the position, the vacant shift shall be filled as follows:
1. The most senior person in the designated classification and functional area, shall have the option of working the shift.
 2. If the most senior person exercises the option, the shift vacated by such senior shall be filled according to the provisions of Section V (A) if such vacated shift is one which must be filled to provide coverage under Section IV.
- C. During the absence of an incumbent on a shift which must be filled to provide coverage according to Section IV, the least senior person in the designated classification, may be required to temporarily fill the shift.

VI. 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. At the request of the Union, the parties will meet and confer regarding such changes. Temporary changes (not to exceed three weeks in duration) in work schedules may be made by management.

VII. Term

The term of this agreement will be for twenty-one (21) months to and including February 28, 1983. 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 preceeding the February termination date. If such notice is provided negotiations of a successor agreement shall take place December, January and February following the November notification. If no agreement is reached impasse may be declared by either party. The impasse procedure to be followed shall be in accordance with Section 8.3 of the Master Agreement.

DATE: 11-6-81

SANTA CLARA COUNTY

Arthur T. Long
Barbara J. Nicolia

LOCAL 715, SEIU

Linda Mamaril
John Maes

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