

DEPARTMENTAL AGREEMENT
BETWEEN
O'CONNOR HOSPITAL HOUSEKEEPING
AND
SEIU LOCAL 521

I. PREAMBLE

- A. This Agreement has been negotiated pursuant to Article 8, Section 8.15 of the Memorandum of Agreement (MOA) between the County of Santa Clara (County) and Service International Union Local 521 (Union).
- B. This Agreement covers the classified Janitor (H18) classification represented by SEIU Local 521 within O'Connor Hospital Housekeeping Department.
- C. Should any new classification that perform or support Housekeeping duties be created within the department, both parties shall meet and confer if requested by either party to determine whether those classification(s) shall be included in this departmental agreement.
- D. This agreement supersedes all practiced, both formal and informal, pertaining to items covered in this agreement.

II. SENIORITY

- A. Seniority for the purposes of this Agreement is defined as date of hire as a classified employee in the O'Connor Hospital Housekeeping Department.
- B. In case of March 1, 2019 date of hire ties as a classified employee in O'Connor Housekeeping Department, the tie will be broken using Appendix A. Appendix A will be used in sequential order.
- C. In case of exact ties in seniority (outside of the March 1, 2019 hire date specified in II. Seniority, B)., the tie will be broken by days of accrued service within the County and then by chance.
- D. Current seniority lists shall be posted in the Housekeeping Department.

III. INTERNAL TRANSFER AND POSTINGS

- A. For the purposes of this departmental agreement, an internal transfer is defined as movement by a worker from one position in a given classification to another position in the same classification in order to increase or decrease code status or to change work shift or work assignment.
- B. Work assignment, as defined by management includes work area(s), days off and hours of work.
- C. Whenever a position is established (new) or vacated which the County intends to fill, the position shall be posted for a period of seven (7) calendar days.

- D. Any worker who wishes to transfer to a posted vacant position or a vacancy which may result after the posted position has been filled shall notify the Housekeeping Director or designee in writing on forms supplied by the department.
- E. Selection for the assignment, including subsequent vacancies which may result after the posted position has been filled, shall be by worker preference in order of seniority of those workers who submitted a bid during the posting period.
- F. Management may bypass a worker after evaluating the worker's qualifications, competencies, attendance and disciplinary record. If a worker is bypassed, management shall notify the worker in writing as to the cause forty-eight (48) hours in advance excluding Saturday and Sunday. Such action on the part of management shall be appealable to the Deputy Director of Facilities Operations at O'Connor Hospital for a binding decision. Such binding decision is not grievable.

V. VACATIONS

- A. The department will provide a vacation sign-up list indicating the maximum number of workers that will be permitted to take vacation during each week of the year.
- B. The sign-up list will be posted from October 15, through November 15 each year. Vacation selection shall be for the next calendar year and the entire calendar year shall be available for vacation selection.
- C. Vacations shall be scheduled on a rotating basis by seniority in minimum blocks of one (1) week to the maximum of three (3) weeks.
- D. In exceptional circumstances and at management's discretion, management may grant vacation requests in excess of three (3) weeks.

VI. HOLIDAY WORK (applicable only to Thanksgiving, Christmas & New Year's)

- A. During the month of August, workers will indicate in order of preference which holiday (if any) they wish to receive off. Every effort will be made to grant time off, if requested, for at least one of the three above-named holidays.
- B. In evaluating competing time-off requests for holidays, consideration will be given to prior years to assure that holiday work is rotated. Preference shall be given to the worker's request who was not granted the prior year's holiday off. Should previous request granted be similar, the time off shall be offered to the worker with the most seniority on a rotating basis.

VII. OVERTIME

- A. When the department determines that overtime work is necessary and will be performed on an overtime basis at the end of the shift, the overtime will be assigned as follows:

1. The overtime will be offered, to the worker, who normally performs the assignment provided he/she is on duty. If that worker declines, such assignment, the overtime shall be offered to qualified workers on duty at the time in order of seniority.
 2. If no worker volunteers the overtime will be assigned to the first, available worker, on duty in inverse order of seniority by shift.
- B. When the department determines that overtime work is necessary and additional staff beyond those on duty is required the overtime will be assigned as follows:
1. The overtime shall be offered to qualified workers who are not on duty in order of seniority. If the worker is unavailable on the first call, he/she shall be deemed to have been offered the overtime.
 2. If no worker volunteers, the overtime will be assigned to the first available worker who is not on duty in inverse order of seniority by shift.

VIII. TERM

This agreement shall remain in effect as a pilot for a period of twelve (12) months from the date of implementation. The parties agree to meet thirty (30) days prior to the expiration of the pilot to evaluate the pilot. After given due consideration, the parties may mutually agree to continue, modify, or terminate the Pilot Agreement.

If, after the evaluation, the parties mutually agree in writing to continue or modify the agreement, the agreement shall remain in full force and effect from year to year thereafter, unless notice to terminate or amend is made by either party in the month of November of even years in accordance with Section 8.15 of the Master Agreement. If such notice is provided, negotiations of a successor agreement shall take place in January, February, and March following the November notification. If no agreement is reached, impasse may be declared by either party. The impasse procedures to be followed shall be in accordance with Section 8.15 of the Master Agreement.

Date: 1/13/2022

County of Santa Clara

DocuSigned by:
Veronica Gil

DocuSigned by:
Fattima Contreras

DocuSigned by:
Daniel Singer

SEIU, Local 521

DocuSigned by:
Courtney Koger

DocuSigned by:
Andre Oliveira

DocuSigned by:
Kristina Rusli

APPENDIX A

1. Cristina Reyes
2. Evangelina Renteria
3. Rafael C. Tirado
4. Maria Reyes
5. Maria Couto
6. Patricia Regla
7. Edelmira Arellano
8. Teresa Coreas
9. Refugio Ramirez
10. Albina Perez
11. Valentin Granados
12. Juan Luis Avila
13. Ingrid Guevara
14. Myriam Camacho
15. Leonel Gomez
16. Madalena Pimentel
17. Ruth Tapia
18. Enrique Mendoza
19. Maribel Pineda
20. Guadalupe Flores
21. Genoveva Rios
22. Diana Rios De Arango
23. Damon Lopez
24. Biruktait Koye
25. Jose Carrillo
26. Victor Alvarez
27. Dominic Fernandez
28. Andre Oliveira
29. Nitesh Kumar
30. Adan Martinez
31. Graciela Zavala
32. Osvaldo Lemos
33. Beatriz Cardenas
34. Kristina Rush
35. Jose Rodriguez
36. Maria Miramontes