

DEPARTMENTAL AGREEMENT

Between

SANTA CLARA COUNTY – SCVHHS – AMBULATORY CARE

And

SEIU LOCAL 521

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 SEIU Local 521 (hereinafter referred to as the Union).
- b) This Departmental Agreement shall apply to all workers represented by Local 521 in identified classes, classified or unclassified, who perform or support direct patient care activities within the Ambulatory Care Department. Should SEIU, Local 521 cease to represent any of these classifications, the Agreement will remain in force for the remaining classifications.

Those classes covered are:

Administrative Assistant  
Clinical Audiologist  
Clinical Dietician I  
Clinical Dietician II  
Clinical Neurophysiology Tech I/II  
Dental Assistant  
Dialysis Technician  
EKG Technicians  
Health Education Associate  
Health Education Specialist  
Health Services Representative  
Hospital Services Assistant II  
Licensed Vocational Nurse  
Medical Assistant  
Medical Translator/Trainee  
Medical Unit Clerk  
Messenger Driver  
Mobile Outreach Driver  
Office Specialist I  
Office Specialist II  
Office Specialist III  
Ophthalmic Technician  
Optometrist  
Orthopedic Technician

Physician Assistant-Primary Care  
Public Health Assistant  
Public Health Community Specialist  
Radiation Therapist  
Registered Dental Assistant  
Resources Scheduling Representative  
Senior Health Services Representative  
Storekeeper  
Tumor Registrar  
Ultrasonographer  
Urology Clinical Coordinator

Should any new classifications that perform or support patient care activities be created within the Department, both parties shall meet and confer if requested by either party to determine whether those classifications shall be included in this departmental agreement.

- c) The Agreement supersedes all practices, both formal and informal, pertaining to item covered in this Agreement.

## II. Seniority and Work Area Defined

- a) For purposes of this departmental agreement, seniority is defined as date of hire within any coded classification of the County. In cases of exact ties in seniority, workers shall be notified and the tie will be broken by chance.
- b) SCVHHS Personnel shall prepare and maintain a seniority list by classification based on the above seniority definition. A copy of the seniority list shall be provided to the Union. The list shall be updated annually. The Union may notify Personnel of any discrepancies within ten (10) working days of receipt of the listing.
- c) For purposes of the departmental agreement, work area shall be defined by index code except that each of the following work areas shall be considered a single work area:

Medicine Specialty Clinics  
Surgical Specialty Clinics  
Cancer Center  
Renal Care Center

## III. Overtime

The parties affirm that it is the responsibility of the individual worker to indicate his or her interest and availability to work overtime. A worker shall indicate his/her interest and availability by submitting a memo of interest to his or her supervisor. The Department will maintain a list of coded full-time workers who have communicated in writing a commitment to work overtime hours. This list will be posted bi-annually. For the purpose

of this Agreement, vacancies and scheduled vacation shall not be considered automatically as overtime hours.

Extra hours shall be given priority over overtime hours. If there are no part-time workers available to provide coverage and work the extra hours, then the hours may be offered as overtime hours.

1) Scheduled overtime work shall first be offered to coded employees before extra-help employees.

Overtime hours shall first be offered to coded employees who have indicated interest by rotating seniority within the defined work area (outlined in Section II). Rotation shall be triggered on a daily basis. If there are no volunteers then the overtime shall be given in accordance with 2) c below.

2) In cases of overtime for unscheduled absences (or urgent coverage) that are made to known to Department five work days or less prior to the absence, it shall be offered in the following order of priority:

- a) The overtime will be offered to the worker who is performing the assignment at the time overtime work is needed if necessary to maintain the continuity of care for patients.
- b) If continuity of care for patients is not an issue, overtime work will be offered to employees working in that Ambulatory Care work area;
- c) Then to coded workers who work outside that work area;

In the event that two or more workers are at the same level of priority, then the overtime shall be offered to the worker with the most seniority on a rotating basis, merit and ability being adequate.

In the event that overtime work is required and no worker has indicated an interest, overtime shall be assigned to the worker performing the assignment at the time overtime is needed if continuity of care is an issue and then on a rotating basis in inverse order of seniority with the work area.

#### IV. Overtime Payment

- a) When a worker works overtime, he or she shall have the option to take compensatory time off or receive cash payment. A full-time worker will be limited to accruing a maximum balance of twenty (20) hours of compensatory time. This amount shall be pro-rated for less than full-code workers.

- b) The option for compensatory time shall apply only if the overtime work is performed in the worker's regularly assigned work area.

#### V. Extra Hours

The parties affirm that it is the responsibility of the individual part-time worker to indicate his or her interest and availability to work extra hours over code. A part-time worker shall indicate his/her interest and availability by submitting a memo of interest to his or her supervisor. The Department will maintain a list of coded part-time workers who have communicated in writing a commitment to work extra hours. This list will be posted bi-annually. For the purpose of this Agreement, vacancies and scheduled vacation shall not be considered automatically as extra hours.

Extra-hours shall first be offered to coded part-time workers before extra-help employees. This section applies only to assignments which do not result in overtime. Priority shall be given to extra hours to prior to overtime hours.

- 1) Scheduled extra hours shall first be offered to coded employees who have indicated interest by rotating seniority within the defined work area (outlined in Section II). Rotation shall be triggered on a daily basis. If there are no volunteers then the overtime shall be given in accordance with 2) c below.

- 2) In cases of extra hours for unscheduled absences (or urgent coverage) that are made to known to Department five work days or less prior to the absence, it shall be offered in the following order of priority:

- a) The extra-hours will be offered to the worker who is performing the assignment at the time the work is needed if necessary to maintain the continuity of care for patients.

- b) If continuity of care for patients is not an issue, the extra hours will be offered to less-than-full-time coded workers working in that work area;

- c) Then to less-than-full-time coded workers who work outside that work area;

In the event that two or more workers are at the same level of priority, then the extra-hours shall be offered to the worker with the most seniority on a rotating basis, merit and ability being adequate.

In the event that extra hours are required and no worker has indicated an interest, the extra hours shall be assigned to the worker performing the assignment if continuity of care is an issue and then on a rotating basis in inverse order of seniority within the work area.

VI. Vacations

- a) Management shall make every effort to grant worker requests for time off while at the same time planning adequate staffing levels for the work area.
- b) Vacation sign-up windows shall be conducted by the department at preannounced periods. During these windows, all requests shall be evaluated equally, and no preference will be given to requests received on an earlier day or at an earlier time within the window.
- c) In exceptional circumstances and at its discretion, management may grant vacation requests made before the sign-up window. Management shall respond to requests for time off within forty-five (45) calendar days of the close of the window.
- d) Conflicts in scheduling time of vacations shall be resolved by a meeting with the affected workers and the supervisor. In the event that this method does not adequately resolve the conflict, the manager will grant the vacation request after reviewing the following criteria: projected availability of vacation balances, the special needs of the workers, and prior vacations granted. If this does not resolve the conflict then rotating seniority shall be used to resolve the scheduling conflict.
- e) If a worker transfers into a different work area after a vacation has been approved, management shall make reasonable effort to accommodate that vacation. However, no other worker's vacation shall be changed to accommodate the transferring worker.

VI Holiday Work (applicable only to Thanksgiving, Christmas and New Year's)

In the event that a work area in the Ambulatory Care Department remains open during any of the above-named holidays, the following provisions shall apply.

- a) During the month of July, 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-mentioned 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 the previous requests granted be similar, the time off shall be offered to the worker with the most seniority on a rotating basis.
- c) Notice of holiday work shall be given no later than one month before the holiday.

## VIII. Transfers and Postings

- a) For purposes of this departmental agreement a 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 location.
- b) Whenever a position is established or vacated that the County intends to fill, the vacancy shall be posted in that position's work area for a period of five working days. If the position has been designated by the County as requiring Bilingual abilities, "bilingual designation" shall be stated on such vacancy notice. If the vacancy cannot be filled with a bilingual worker, notice shall be re-posted without the "bilingual designation." The five day posting requirement may be waived if all workers within the given classification within the work area have been informed of the vacancy and allowed the opportunity to transfer.

Any worker who wished to transfer to a posted vacant position or a vacancy which may result after the posted position has been filled within his/her current work area shall notify the appropriate contact person in writing.

If at least two (2) workers apply for transfer to the posted vacancy within the work area, management shall offer it to the most qualified of the two (2) workers. An offer declined shall be considered a valid offer. (Qualifications are outlined below, section d.)

If only one (1) worker applies for the posted work area vacancy, management shall offer it to the only worker if s/he meets the qualifications outlined by d) below. If the worker does not qualify, management may opt to post the vacancy at the department level, the worker from within the work area will be required to submit a County application if he/she wishes to be considered from among departmental applicants.

- c) When subsequent vacancies arise within a work area due to the filling of a posted vacancy, the provisions of paragraphs b) shall apply.
- d) In evaluating a worker's qualifications, the following shall be considered: years and type of experience; evidence of demonstrated competency; attendance record; and disciplinary record.
- e) In the event that a vacancy is not filled through the above method, management shall post a notice of the vacancy on bulletin boards at the designated work locations for a period of ten (10) calendar days and prior to filling the position. This posting may be done concurrently with the work-area posting. Notice shall also be sent to the VMC Chief and Assistant Chief Stewards.
- f) Any worker who wishes to transfer to a posted vacant position outside of his/her current work area shall submit a County application to the appropriate contact person. If at least four (4) workers apply for transfer from within the Ambulatory

workers apply for transfer from within Ambulatory Care, management shall offer the position to the most qualified person, including transfers from other departments and applicants from outside the County (Exception, prior to hiring from the outside the County, workers working fewer hours shall be offered the vacancy of higher level hours before the outside candidate, provided worker meets the requirements outlined in 7.4 e) of the Contract.)


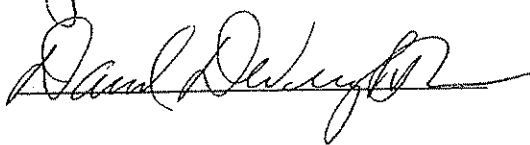
- g) For the purposes of the Departmental Agreement, Article 7, Section 7.4(e) of the Contract supersedes this agreement, and that in order to be considered for an established or vacated position a worker must advise the appointing authority in writing annually. All other provisions of Article 7, Section 7.4(e) shall continue to apply.
- h) Management will consider all applicable transfer requests for the position being filled prior to selection. Each qualified worker who has submitted an appropriate application in response to a posted position will be considered for the position.

VI. Term

The term of this Agreement will be from April 8, 2010 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.

Dated: Aug 13, 2010

For the Department

For the Union

