

Volume

DEPARTMENTAL AGREEMENT
SANTA CLARA COUNTY – SCVHHS – DEPARTMENT OF NURSING
AND
LOCAL 715, 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, SEIU (hereinafter referred to as the Union).

b) This Departmental Agreement shall apply to all workers represented by Local 715 in identified classes, classified or unclassified, who perform or support direct patient care activities within the Nursing Department. Should Local 715, SEIU, cease to represent any of these classifications, the Agreement will remain in force for the remaining classifications.

Those classes covered are:

Burn Technician

Clinic Clerk

Clinical Psychologist

Dental Assistant

Dialysis Technician

EKG Technician

Emergency Room Technician

Gastroenterology Technician/Trainee

Hospital Services Assistant II/I

Licensed Vocational Nurse

Marriage Family Child Counselor II/I

Medical Admitting Clerk
Medical Assistant
Medical Receptionist
Medical Unit Clerk
Nursing Attendant
Operating Room Aide
Operating Room Technician
Orthopedic Technician
Psychiatric Social Worker III/II/I
Psychiatric Technician II/I
Senior Medical Admitting Clerk
Ultrasonographer II/I
Unit Support Assistant
Urodynamic Technician
Urology Technician

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) This Agreement supersedes all practices, both formal and informal, pertaining to items covered in this Agreement.

II. Seniority 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) work days of receipt of the listing.
- c) For purposes of this departmental agreement, work area shall be defined by index code except each of the following shall be considered one work area:

Acute Psychiatric Services

Adult Custody Health Services

Juvenile Custody Health Services

Post Anesthesia Care Unit/Ambulatory Surgery Unit

1 Center/ Rehabilitation TCU/2 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. Department management shall determine the method by which all workers may indicate their interest and availability and make the method known to the workers and the steward assigned to the specific work area. Overtime work shall first be offered to coded employees before extra-help employees.

In the event that more than one worker indicates interest and availability to work overtime, it shall be offered in the following order of priority:

- a) If necessary to maintain the continuity of care for patients, the overtime will be offered to the worker who is performing the assignment at the time overtime work is needed.

- b) If continuity of care for patients is not an issue overtime work will be offered to employees working in that 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 is required and no worker has indicated an interest, overtime shall be assigned to the worker performing the assignment if continuity of care is an issue and then on a rotating basis in inverse seniority within the work area.

IV. 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. Department management shall determine the method by which all workers may indicate their interest and availability and make the method known to the workers and the steward assigned to the specific work area. Extra-hours shall first be offered to coded employees before extra-help employees. This section applies only to assignments which do not result in overtime.

In the event that more than one worker indicates interest and availability to work extra hours, it shall be offered in the following order of priority:

- a) If necessary to maintain the continuity of care for patients, the extra-hours will be offered to the worker who is performing the assignment at the time the work is needed.
- 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 is 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 seniority within the work area.

V. 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 pre-announced 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 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 efforts 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)

- 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-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 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.

VII. 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. 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 wishes 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.

If only one (1) worker applies for the posted work area vacancy, management may, at its discretion, offer it to the worker or post the vacancy at the department level. If management opts 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 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 Care or Nursing Departments, management shall offer the position to the most qualified of the four (4) workers. An offer declined shall be considered a valid offer. If less than four (4) workers apply for transfer from within Ambulatory Care or Nursing Departments, management shall offer the position to the

most qualified person, including transfers from other departments and applicants from outside the County.

- g) For the purposes of this Departmental Agreement, Article 7, Section 7.4(e) of the Contract is superseded in that in order to be considered for an established or vacated position a worker must apply for the specific vacancy and not simply 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. When a transfer is not granted, a worker may, upon request, be informed of the reason(s) in writing.



VIII. Term

The term of this Agreement will be to and including February 28, 2000. 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 preceding the February termination date.

Dated: December 17, 1998

For the Department

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