

Departmental Agreement

between

Local 715, Service Employees International-AFL-CIO Union

and

The County of Santa Clara,
Santa Clara Valley Medical Center- Dietary Division

I. Preamble

- A. This Agreement has been negotiated pursuant to Article 8, Section 8.15 of the Memorandum of Agreement between Local 715 and Santa Clara County.
- B. This Agreement covers all Food Service Worker I and II, Cook I, Baker, Storekeeper and Dietetic Assistant positions represented by Local 715 and employed by the Dietary Division of Santa Clara Valley Medical Center. Should the Union cease to represent a particular 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 date of hire within the Dietary Division of Valley Medical Center.
- B. Seniority shall be asserted by classification by date of hire within the Dietary Division of Valley Medical Center. For bid purposes a classified employee can bid only to classified and an unclassified employee can bid only to unclassified.
- C. Current seniority lists by classification will be posted on the

bulletin board.

III. Overtime

- A. When the department determines that overtime work is necessary and will be performed on an overtime basis at the beginning or 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 and/or scheduled to work. If that worker declines such assignment, the overtime shall be offered to qualified workers in that classification on duty at the time and/or scheduled to work in order of seniority. If a worker who is called to come in early 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 on duty and/or scheduled to work in inverse order of seniority.
- B. When the department determines that overtime work is necessary and additional staff beyond those on duty and/or scheduled to work is required, the overtime will be assigned as follows:
 - 1. The overtime shall be offered to qualified workers in that classification 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.

IV. Job Assignments

- A. Shift and Work Assignments
 - 1. It is agreed that a schedule of shifts will be established including days of work, days off, hours of work and work assignments. The schedule will be structured on a non-rotating

shift basis with non-rotating days off with the exception of four Food Service Worker I codes, four Food Service Worker II codes, two Dietetic Assistant codes and two Cook I codes that are designated as rotating relief. All shifts will include two consecutive days off with the exception of the codes that are designated as rotating relief. Other than current rotating relief workers rotating relief positions shall be filled initially from vacant positions. The schedule will be kept current and will be posted on the employee bulletin board. All reasonable efforts will be made to post at least one pay period ahead.

A sample job description is attached. Management will within 6 months prepare job descriptions for all jobs which will contain the language set forth as "primary daily routine" in the sample description. The descriptions shall be in the style of the sample, and shall include hours, days off and primary work locations.

2. When management permanently changes a job assignment it shall prepare a new job description and will post it in accordance with paragraph IV B. If no senior worker bids on that job assignment, the incumbent shall remain in it.

B. New or vacant work/shift assignments

1. Any new or vacant work/shift assignment to be filled will be filled by worker preference in order of seniority, merit and ability being adequate. Notice of any vacant assignment shall be posted on the bulletin board for a period of 5 working days.
2. Posting for vacancies resulting from the selection of a person under IV(B)1 (above) shall cease after three (3) additional posting periods or when no applications are received whichever first occurs.

V. Holidays

Holiday work shall be offered to workers in order of seniority.

If by ten days prior to the holiday sufficient workers have not selected to work, the holiday work shall be assigned in inverse order of seniority. In the event an assigned worker is absent from work on the assigned holiday, the overtime procedure in III shall be followed when coverage is required. Workers may not select to work a holiday which falls on their regularly scheduled day off.

VI. Vacations

- A. The department will provide vacation sign-up lists indicating the maximum number of workers per classification that will be permitted to take vacation during each week of the year.
- B. The sign-up lists will be posted for the month of January each year and will cover vacation times from March 1 to February 28(29) of the following year.
- C. Vacations shall be scheduled by seniority in minimum blocks of one week to the maximum the worker has earned and accrued at the time the vacation is taken. Each worker shall be allowed one bid. After the bid procedure is completed a second-bidding will occur for the remaining blocks of time.
- D. The completed vacation list shall be posted by February 20th.
- E. Additional vacation time may be taken on an unusual or emergency basis with the approval of management.

III. Term

The term of this agreement will be for 18 months to and including February 28, 1989. 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. 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 Sec. 8.15 of the Master Agreement.

Date: _____

Date: 12/17/87

For Local 715

For Santa Clara County

Libby Spector

Michelle A Wayland

Aileen Harmon

Ausan D. Muzichy

Linda Dertch

Linda K Powell

Sam Antigua

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Sample Job Description

Food Service Worker II - Salads

Hours: 7:30 a.m. to 4:00 p.m.

Days off: Saturday and Sunday

Primary Work Location: Salad area, Main Kitchen

Primary Daily Routine: The daily routine may change based on unanticipated operational necessity, staff availability, or changes in food supplies/demands.

Morning: Set up necessary equipment. Prepare salads for patients, cafeteria, catering. Clean area.

Break approximately mid-morning.

Lunch: One-half hour approximately mid-point of shift.

Afternoon: Prepare ingredients for next day's salads. Prepare salads. Clean area.

Break approximately mid-afternoon.

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