

**DEPARTMENTAL AGREEMENT
BETWEEN
SANTA CLARA COUNTY
RESPIRATORY CARE DEPARTMENT
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.
- B. This Departmental Agreement shall apply to all workers represented by SEIU Local 521 in coded classifications and per diem, who perform or support direct patient care activities within the Respiratory Care Department at Santa Clara Valley Medical Center and Valley Specialty Center or any areas where Respiratory Care Practitioners cover or may cover. Should SEIU Local 521 cease to represent any of these classifications, the Agreement will remain in force for the remaining classifications.

The classifications covered are:

S96 Central Supply Assistant
S68 Central Supply Technician I
S06 Central Supply Technician II
D51 Office Specialist I
D49 Office Specialist II
D09 Office Specialist III
R36 Pulmonary Diagnostic Assistant
R34 Pulmonary Diagnostic Technologist
R15 Respiratory Care Practitioner I
R1S Respiratory Care Practitioner II
R2G Respiratory Care Practitioner-Per Diem
R54 Respiratory Therapy Services Specialist

Should any new classifications that support or perform patient care activities be created within the Department, the Department shall notify Labor Relations and the Union in writing and both parties shall meet and confer to determine whether those classifications shall be included in this Departmental Agreement.

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

II. SENIORITY DEFINED

- A. For purposes of this Departmental Agreement, seniority is defined as the date of hire within any coded classification within the Respiratory Care Department. In cases of exact ties in seniority, workers shall be notified, and the tie will be broken first by days of accrued service within the Department, then by a coin toss if needed.

- B. Human Resources or the designee shall prepare and maintain a seniority list by classification based on the above seniority definition. A copy of the seniority list shall be posted and remain visible to all Respiratory Care staff in the Respiratory Care Department. The seniority list shall be updated quarterly.

III. OVERTIME

Employees will indicate their interest and availability to work overtime on the daily roster sheets. OT will be distributed based on the amount of OT accrued from the 1st pay period of the current calendar year. A bi-weekly list of total accrued OT hours for each employee shall be posted and visible to all staff. Initial distribution of OT hours will be based on seniority, with the exception that overtime work carrying over at the end of a shift will normally be continued by the same worker performing the work during aforementioned shift. If all eligible workers decline such work, the work may be assigned rotationally in inverse order of seniority. Each worker who was offered or worked the assignment shall be moved to the bottom of the list.

IV. EXTRA HOURS

- A. Employees may sign up for extra shifts on the daily rosters. Extra hours will first be assigned to any coded employee who works less than full time and then per diem. Preference will be based on seniority described in Section II.
- B. Workers who are assigned to a 0.9 code shall be permitted to be pre-scheduled for one (8) hour shift per pay period, per each employee request.

V. HOLIDAYS

- A. The schedule for the period covering November 20 through January 1 shall be completed and submitted for staff by October 15.
- B. All coded staff are required to work one (1) of the two following holidays: Christmas Day (Christmas Eve for night shift), New Year's Day (New Years' Eve for night shift) unless the worker volunteers to work more than one (1) major holiday. In the event that there are sufficient volunteers to work the aforementioned holidays, there may be occasions when one or more employees are not scheduled to work a holiday. This decision will be based on seniority and schedule flexibility of the senior employee.
- C. Employees who don't work holidays in a given year will be required to work the following year. Given sufficient staffing, the day off may be offered on a rotational basis based on seniority.

VI. VACATIONS/TIME OFF

- A. Vacations shall be on a "first-come, first-serve" basis as is the current practice, with seniority breaking any conflicts. Workers will submit requests to management via email during the pre-scheduling period for vacation and personal leave requests for the upcoming eight week schedule. Vacation requests may also be made at any time for future dates up to one year in advance. Approvals will be provided within 5 days of submission.

Last minute requests for vacation or personal leave, including those made due to reaching maximum accrual or pending expiration of personal leave, may be denied based on staffing needs. It is the employee's responsibility to monitor vacation accrual and personal leave and to schedule sufficient vacation days or personal leave hours to avoid loss of accrual.

If vacation or personal leave is denied, management will notify the worker via email within 5 working days of submission with an explanation for the denial. The worker may resubmit a new request for time off with changed dates prior to the schedule release.

- B. Vacations shall be limited to a maximum of 4 consecutive weeks. Approval for a period beyond 4 weeks may be granted for special or unexpected circumstances, based on shift approval. Of approved vacations during any schedule period, only one (1) staff member will be allowed to have an extended vacation.
- C. Vacation requests for licensed RCPs in Respiratory Care shall be processed separately from requests from the Office Specialists, Pulmonary Function Technologists, and Central Supply Technicians.
- D. Staff must have the time available or the ability to accrue the time prior to the vacation period. If the full time is not accrued, the vacation shall be shortened or forfeited/altered. Special circumstances will be considered. All personal leave must be used a month in advance of the expiration or prescheduled in the last month. Should a worker decide to forfeit/alter a vacation, he/she will be added back into the schedule based on patient need and to the extent possible, the same schedule. Management will review prior requests, and based on seniority, notify workers about the forfeited/altered period if the time off was previously requested and denied.
- E. Minimal staffing per shift for RCP's will be considered prior to approving all time off to allow for safe and effective patient care in all patient care areas.
- F. Mutually agreeable adjustments or exchanges of selected vacation periods between workers may be made with management approval. Exchanges must be with staff trained and proficient in the same specialty areas.
- G. Vacations may be limited based on current workload needs during the following period: December 20 thru January 5 and during the three day period during the annual Tahoe Conference.

VII. VACANCIES AND POSTINGS

- A. Whenever any position that is covered by this Agreement is established or vacated that the County intends to fill, that vacancy announcement shall be posted in the Respiratory Care Department work area for a period of at least ten (10) days, consistent with HR posting and sent via department-wide email to all RC staff. Any worker who wishes to transfer into a vacant code shall notify management via email when a posting is made.

- B. Any coded worker who wishes to transfer into a vacant code, change shift, increase or decrease his/her code must notify RC management via e-mail, and their request will be placed on the Departmental transfer list. The transfer list will be made available for staff to review upon request. Change requests by staff shall be filled first, based on departmental needs (competency), then on seniority. Workers may decline an offer.
- C. Respiratory Care management (RCM) will announce lead or other staffing opportunities to all staff and indicate an application window and the deadline for submission.

1. RCM will also post, along with application window and deadline, a proposed list of responsibilities and MQ's for the proposed lead position.
2. At the end of the application window, RCM will schedule interviews for all qualified candidates. Upon completion of scheduled interviews, RCM will notify first, the applicant selected for the position and within 10 days, all applicants not selected. Announcement of the chosen applicant will not occur until after non-selected candidates have been notified.

Selection criteria may include but is not limited to:

- Worker's experience in specialty area
- Credentials and special certifications
- Seniority in the Department
- Attendance history, including tardiness to work, schedule flexibility
- Ability to successfully work with RCM and specialty area's nursing and physician staff.
- Verbal and written counselings, unfavorable reports and suspensions will be considered during the period they are determined as "live" documents, per the time frame outlined in the Contract.

- D. Lead positions are mutually understood to be a resource and mentor to staff and a support to the Respiratory Care Department.

VIII. REST PERIODS

Workers shall be granted and permitted a fifteen (15) minute paid rest period for each four (4) hours of work for a total of 30 minutes for an eight (8) hour shift or forty-five (45) minutes for each twelve (12) hour shift. Due to the unpredictable nature of respiratory care, workers may take these rest times at their discretion.

Rest periods shall be considered as paid time worked. Meal periods shall be considered as unpaid time, per Section 8.4 a). Pagers may be turned in during the lunch period. If a worker is paged during a lunch break but doesn't go back to work, then this is unpaid time. If a worker is paged and goes back to work, it is paid time. Workers shall notify the supervisor if unable to take a lunch and will fill out the form for the missed lunch.

XI. SHIFT REPORT PERIODS

The oncoming shift report will take place at the start of the shift, and workers will be expected to report to their assigned unit within ½ an hour after start of the shift. If circumstances make this impossible, then the worker shall contact the supervisor to give an estimated time of arrival.

X. POSITION CERTIFICATION

Employees are responsible for ensuring that all departmental certifications are kept current (not expired). These certifications include, but are not limited to, BLS, ACLS, NRP and PALS. Certification expirations will be available for all staff viewing.

Respiratory Care Services shall pay for renewals (and initial certifications) for all employees who work an average of 48 hours a pay period.

Prior to the expiration of a certification or for initial certifications, employees shall request that RCM schedule the employee for an initial or renewal class.

If an employee fails to attend a scheduled certification class and the certification lapses, it becomes the employee's responsibility to obtain certification at his/her own expense.

Workers who are on a protected leave will be covered by this clause, and the Department will cover the cost of certifications and assist in scheduling workers upon their return to work.

XI. CLEAN UP TIME

Clean up time shall follow the MOA with the exception that workers do not have to wait until the end of the shift.

XII. TERM

The term of this agreement shall be effective February 7, 2017. 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.

For the County



Janice Lawton



Craig Ivie



Timothy Forehand

For SEIU Local 521



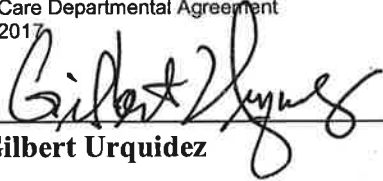
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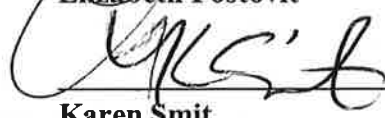
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