

DEPARTMENTAL AGREEMENT
BETWEEN
SANTA CLARA VALLEY MEDICAL CENTER - ENVIRONMENTAL SERVICES
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 and Local 521.
- B. This agreement covers the classification of Janitor in the Housekeeping Division (Environmental Services Department) of Santa Clara Valley Medical Center.
- C. This agreement supersedes all practices, both formal and informal, pertaining to items covered in this agreement.

II. Seniority

- A. For the purposes of this departmental agreement seniority is defined as date of hire in a coded classification in the Environmental Services Department at Santa Clara Valley Medical Center. Ties in seniority will be broken by a game of chance. The game of chance shall be administered by a designee of management and a designee of the Union.
- B. It is agreed that the current seniority list will be posted in the Environmental Services Department for the Janitors at Santa Clara Valley Medical Center. Management will maintain the seniority list and provide it to the Union upon request. Both parties agree to handle discrepancies as they arise.

III. Internal Transfer and Postings

- A. For the purposes of this 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 assignments, as defined by management, includes work area(s), days off, and hours of work. The schedule will be structured on a non-rotating shift basis with non-rotating day(s) off.
- C. Whenever a Janitor position is established (new) or to be vacated, and the County intends to fill that position, the position shall be posted visibly within the department for a period of five (5) business days.
- D. Any worker who wishes an internal transfer to a posted vacant position or a vacancy which may result from the filling of a posted position shall notify the Environmental Services Department Director or designee in writing on forms supplied by the department.

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- E. Selection for the internal transfer, including subsequent vacancies that 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. If in management's judgment, an employee is unable to fulfill the functions of an assignment, management may bypass that employee on the seniority list, notifying the employee 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 directly to the CEO of Santa Clara Valley Medical Center. The appeal shall be made in writing within five (5) of notice and contain specific reasons for disagreement. If the matter is not resolved within five (5) days, it is then appealable to the County Executive or their designee for a binding decision.

IV. 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 by seniority in minimum blocks of one week to the maximum the employee has earned at the time the vacation is taken.
- D. Additional vacation time may be taken on an unusual or emergency basis with the approval of management.

V. Holidays

The parties agree that holiday work shall be determined for each individual holiday by offering the holiday work to the employees in order of seniority. If, by the deadline date for sign-up to work the holiday, sufficient employees have not selected to work, the holiday work shall be assigned in inverse order of seniority. In the event an assigned employee is absent from work on the assigned holiday, the overtime procedure in VI shall be followed when coverage is required. With the exception of inverse order, employees shall have the right to accept or reject holiday work. Employees may select to work a holiday which falls on their regularly scheduled day off.

VI. Overtime

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SANTA CLARA VALLEY MEDICAL CENTER - ENVIRONMENTAL SERVICES
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The parties affirm that it is the responsibility of the individual janitor to indicate their interest and availability to work overtime on an overtime sign-up sheet provided by EVS Management.

Management shall post the overtime sign-up sheet for Day Shift, Evening Shift and Night Shifts at 7:00AM on the first Monday of the pay period. The overtime sign-up sheet will solicit interest from janitors in working any available overtime for the next pay period. The overtime sign-up sheet will be removed on the Monday following the posting at 4:00PM.

Each employee shall be able to sign-up for overtime on the overtime sign-up sheet for days that they are available to work. Once the overtime sign-up sheet has been removed janitors will not be allowed to sign-up for overtime for the posted pay period. The sign-up sheet will be used for contacting employees who have expressed interest and availability to work overtime.

- A. When management determines that overtime work is necessary and can be prescheduled in advance, management will assign overtime to those janitors that placed their name on the overtime sign-up sheet for the day and shift of the assignment in order of seniority as follows:
1. To workers who normally work the assignment
 2. To all other workers

Janitors who are assigned overtime in advance will be notified in advance of the scheduled overtime.

Prescheduling of overtime will not be done after 4PM on the second Friday of the pay period.

- B. After prescheduling of overtime and if management determines that overtime work is still necessary, overtime will be offered by management as holdover overtime to the worker who normally performs the assignment provided that they are on duty. If that worker declines such assignment, the holdover overtime shall be offered to workers on duty at the time in order of seniority.
- C. If Sections A and B above do not meet the need and management determines that overtime work is still necessary, management will call Janitors on the overtime sign-up sheet that are not on duty and offer those Janitors the overtime by seniority.
- D. If after using Sections A, B, and C above and there are not enough janitors to meet the need and management determines that overtime work is still necessary, management may assign the overtime to janitors using inverse seniority in the following order:
1. the overtime will be assigned to janitors on duty
 2. the overtime will be assigned to janitors not on duty

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VII. Term

This agreement shall become effective January 23, 2023 and 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 any year. 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 Section 8.15 of the Master Agreement.

Date: 11/28/2022

County of Santa Clara

SEIU Local 521

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