

DEPARTMENTAL AGREEMENT
Between
Santa Clara Valley Medical Center, Information Services Department – Technical Services
And
SEIU Local 521

This Agreement is made between the Information Services Department of Santa Clara Valley Medical Center and Service Employees International Union Local 521.

This Agreement has been negotiated pursuant to Article 8, Section 8.15 of the Memorandum of Agreement between the County of Santa Clara and SEIU Local 521.

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

I. Classifications

A. The classifications of Information Systems Technician I & II (Help Desk and Operations), Information Systems Technician III (Help Desk and Operations Lead), Information Systems Analyst I (Field Support) and Information Systems Analyst II (Field Support, Server Group, Networks, and Remedy Group) are covered by this Agreement. If any new classifications are assigned to this Department, the parties will meet and confer over their inclusion into this Agreement. Should Local 521 cease to represent any of these classifications, this Agreement shall remain in force for those classifications Local 521 continues to represent.

II. Seniority

A. Seniority is defined as date of hire in a coded classification within Technology Services of the Information Services Department of Santa Clara Valley Medical Center. In the event of a tie, seniority will be further defined as time in classification, time with the County, application date stamp, then by chance (flip of a coin).

B. Official leaves of absence without pay shall be excluded from continuous service calculations. Maternity Leave, military leave, and paid medical leave shall be included in continuous service calculations.

C. Seniority shall be used for the purpose of shift selection, vacation, holiday work and overtime.

D. Workers, when promoted, shall retain and accrue seniority in their previous classification until the end of the probationary period in the higher classification.

E. If a worker returns to their former classification after completion of their probationary period in a higher classification, their seniority in the former classification will be based only upon time spent in the former classification.

F. Provisional appointments do not accrue seniority in the higher classification, but will continue to accrue seniority in their lower classification.

III. Seniority List Posting

A. Seniority list shall be updated by the department, in conjunction with Employee Services Agency, every four (4) months (January, May, and September) and posted by the Department on the workers'/union bulletin boards.

IV. Shift Schedules

A. Management has the right to determine the number and classification of workers needed per shift. Workers may provide input on the work schedule; however, management has the responsibility and the authority for final implementation and any changes that may be necessary. All proposed changes will be in compliance with Article 22 of the MOA.

B. For bidding purposes, a classified employee can bid only to a classified position and an unclassified employee can bid only to an unclassified position.

C. Shift bids will be done on an annual basis only.

V. **Vacant Shift and Vacant Job Position**

- A. Notice of vacant shift will be posted on the worker bulletin board for a period of three (3) working days. Workers may express their interest for a particular shift in writing during the posted period.
- B. Notice of vacant position will be posted on the worker bulletin board for a period of seven (7) calendar days. Workers may express their interest for a particular position in writing during the posted period.
- C. Based on business need as determined by Management, any vacant position shall be filled within classification by evaluating a worker's qualifications, including but not limited to: years and type of experience, competency, attendance and disciplinary record.

VI. **Vacation Scheduling**

- A. Based on business need, vacation scheduling within functional group shall be by worker preference in order of seniority.
- B. Management shall establish a selection deadline in the month of February, allowing a three-week selection period. Worker preference, initially, shall be for one continuous period not to exceed three (3) weeks. After the initial selection of each worker, any vacant vacation periods shall be available by worker's preference based on seniority as an additional or split vacation period. The complete vacation list shall be posted by March 15th, and shall cover the period to the following March 15th. Mutually agreeable adjustments, or exchanges of selected vacation periods may be made with Management approval and will be noted on the master vacation list.

VII. **Holiday Work**

- A. When Management determines holiday work is required, the parties agree that workers to work the holiday shall be determined for each individual holiday by first offering the holiday work to workers that normally work on that shift, in order of rotating seniority with most senior first, based on business need. All other workers within the classification will be permitted to bid by seniority for the holiday work if the holiday shift is not filled.
- B. If, by the deadline date for sign-up to work the holiday, sufficient workers have not volunteered to work, the holiday work shall be assigned in inverse order of seniority to workers that normally perform that function on that shift. Such assignments shall be rotated.
- C. Management will maintain and post a Holiday Work Schedule.
- D. The Holiday Work Schedule will be posted by March 15th and will be based on a calendar year. Any exchanges of selected holiday coverage will be handled among the workers and approved by management. Such changes will be reflected on the Holiday Work Schedule.

VIII. **Overtime Work**

A. Unscheduled Overtime

- 1. When Management determines overtime work is required, the parties agree that workers to work the overtime shall be determined by first offering the overtime work to workers that are at work on that shift, in order of seniority. Overtime will be based on business need.
- 2. If no worker requests the overtime and if time permits, the overtime work may be offered to workers who work the following shift and are willing to come to work prior to their shift. The overtime will be assigned to such workers in order of seniority and will be based on business need.
- 3. Workers, whose scheduled day off falls on the overtime, will be permitted to bid by seniority for the overtime work if the overtime shift is not filled.

B. Scheduled Overtime

- 1. When overtime is scheduled in advance, notice of the overtime will be posted. The overtime will be scheduled in blocks of time by shift and functional group.
- 2. Workers who are not scheduled to work during the time specified in the notice and are interested in working the overtime, shall submit a written request.
- 3. Management will assign the overtime to a worker requesting such overtime by seniority, and based on business need. Overtime must be requested by the blocks of time as specified in the overtime notice.
- 4. Management will maintain a list by seniority of scheduled overtime work offered.

5. Management will offer overtime to the most senior person and work down the seniority list until a volunteer is found. Additional volunteers needed will be called from the last person that volunteered. The list will be available to union representation or designee when requested.
- C. Inverse Order – If sufficient workers have not volunteered to work, the overtime work shall be assigned by inverse order of seniority to those workers on that shift. Such assignments shall be rotated.

IX. Floater Position

- A. A floater position has been created for the purpose of assisting coverage when workers are sick, on vacation, for emergencies, or for peak or unusual work loads. The floater position shift will be during the hours of 7 a.m. to 6 p.m., Monday through Sunday. The regular shift for this floater position will be 8 a.m. to 5 p.m., Monday through Friday. Reasonable notification of shift change may be made per Article 22 of the MOU.

X. Term of Agreement

- A. The term of this Agreement will be from February 11, 2008 and thereafter, such Agreement shall continue in full force and effect from year to year, unless notice to terminate or amend is made by mutual agreement or during the month of November as per Section 8.15 – Departmental Agreements of the MOA.

DATE: Feb. 6, 2008

COUNTY OF SANTA CLARA

SEIU LOCAL 521

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