

**OFFICE of the DISTRICT ATTORNEY**  
**DEPARTMENTAL AGREEMENT**

I. Preamble:

- A. This agreement has been negotiated pursuant to Article 8 Section 8.15 of the Memorandum of Agreement (“MOA”) between the County and SEIU Local 521.
- B. This agreement covers Clerical; Administrative, Professional and Technical; and Blue Collar unit classifications, present and future represented by Local 521 and employed by the District Attorney’s Office. Should the Union cease to represent a particular classification, the agreement shall remain in force for the rest of the classifications.
- C. This Agreement supersedes all practices, both formal and informal, pertaining to items covered in this Agreement.
- D. Current work units are attached for vacation schedule purposes only. The Union will be advised of any revisions. (Exhibit A)

II. Seniority:

- A. Seniority shall be defined as the date of hire in any coded classification within the classified or unclassified service with the Office. The date of hire shall be adjusted for all time on leave without pay but shall not be adjusted for all time on Family Medical Leave, maternity leave, paternity leave, workers’ compensation leave and military leave.
- B. Should the date of hire of one or more workers be equal in the Office, date of hire in any coded classification within the classified or unclassified service in the County shall determine seniority. Should the date of hire of one or more workers be equal in the County, the tie shall be broken by chance.
- C. Workers who leave the Office and return within 12 months shall retain their Office seniority, excluding the time the worker was absent from the Office.
- D. Workers who are laid off and who return to the Office, pursuant to Article 5 of the MOA, shall retain their Office seniority, excluding the time the worker was absent from the Office.

III. Overtime Work:

- A. All overtime shall be predetermined and authorized by management. When the Office determines that overtime work is necessary and will be performed on an

overtime basis by on-duty personnel, the overtime will be offered to the on-duty worker who normally performs the assignment. If that worker declines such assignment the overtime shall be offered to on-duty qualified workers with prior experience in the unit within the same classification based on seniority as defined in Section II. If no qualified worker with prior experience in the unit volunteers the overtime shall be offered to on-duty qualified workers based on seniority as defined in Section II. If no worker volunteers, management shall assign the overtime to the qualified worker in inverse order of seniority.

B. When the Office determines that overtime work is necessary and additional staff beyond those on duty is required, the overtime will be assigned as follows:

1. The overtime shall be offered to qualified workers with prior experience in the Unit within the same classification who are not on duty based on seniority as defined in Section II. If the worker is unavailable on first call he/she shall be deemed to have been offered the overtime.
2. If no qualified worker volunteers and the Office decides it is necessary to assign the overtime to employees, the overtime will be assigned to the first available qualified worker in that work unit who is not on duty by inverse order of seniority. If no qualified worker in the work unit is available the overtime will be assigned, by inverse order of seniority, to qualified workers in the department who are not on-duty.

#### IV. Vacations:

A. There shall be two vacation periods per calendar year: # 1) March 1<sup>st</sup> through November 15<sup>th</sup> to be referred to as the “Non-Holiday Period”; and # 2) November 16<sup>th</sup> through February 28<sup>th</sup> (or February 29<sup>th</sup> as needed) to be referred to as the “Holiday Period.” Each vacation period will have its own time frame in which the workers will meet to draft tentative vacation schedules.

1. The meeting time frame for the Non-holiday Period shall begin on January 2<sup>nd</sup> and shall be completed no later than January 25<sup>th</sup> of each calendar year.
2. The meeting time frame for the Holiday Period shall begin on September 1<sup>st</sup> and shall be completed no later than September 25<sup>th</sup> of each calendar year.
3. There shall be no more than two worker and management meetings convened during each time frame.
4. Vacation selection meeting date(s) and time(s) are established for each unit by the Office.

5. Workers may discuss their vacation requests with each other prior to the scheduled worker/manager meetings.
- B. Workers in each unit shall conduct their own meetings to draft a tentative vacation schedule. The supervisor for each unit will also participate in the meeting to ensure that the vacation schedule meets the business needs of the unit and Office. In lieu of attending the meeting, a worker may, in writing, appoint a proxy to participate in the meeting on his/her behalf. The meeting for each unit is intended to function in a collaborative method in order for the workers and management in each unit to mutually agree on a tentative vacation schedule that gives due consideration to the workers' vacation requests while meeting the business needs of the Office.
  - C. If, at the end of the first meeting, the workers are unable to mutually agree upon the tentative vacation schedule, or if management determines that the unit's business needs are not met by the tentative vacation schedule, a second meeting will be convened for the purpose of mutually agreeing on a tentative vacation schedule that meets the business needs of the Office.
  - D. If, at the end of the second meeting, the workers and the Office are unable to mutually agree upon the tentative vacation schedule or if the Office determines that the unit's business needs are not met by the tentative vacation schedule, the Office will approve or deny all individual workers' vacation request(s), in the affected unit, based on seniority defined in Section II after giving due consideration to business needs.
  - E. If the workers and the Office determine that a tentative vacation schedule reached at either the first or second vacation selection meeting meets the business needs of the Office, workers should submit their mutually agreed-upon vacation request(s) to management for formal approval.
  - F. The Office will post each unit's vacation schedule no later than February 1<sup>st</sup> for the Non-holiday Period; and no later than October 1<sup>st</sup> for the Holiday Period in an office-wide shared network drive.
  - G. After vacation schedules for a unit have been established for each vacation period, workers in that unit may request vacations, on a first-come-first-served basis, for only the current vacation period, as defined in section IV. A. The Office will approve or deny the vacation request based on the business needs of the unit. Once the vacation request is approved the worker cannot be "bumped" by a more senior worker.
  - H. If a worker voluntarily transfers or promotes into a new unit after vacation schedules have been approved, any existing approved vacation must be re-approved at the discretion of the gaining supervisor. The worker may not use

seniority to "bump" another worker in the gaining unit who has an approved vacation.

- I. If a worker involuntarily transfers or is assigned to a unit after the worker's vacation schedule has been approved, the gaining unit management shall compare the transferred worker's vacation schedule to the approved schedule for the remainder of the gaining unit. If there are no conflicts, the existing approved vacation schedules will be honored. If there is a conflict, the Office will meet with the affected workers and a union representative in an effort to agree upon a vacation schedule that recognizes all affected workers' vacation requests and the Office's business needs.
  - J. Aside from regularly scheduled vacations, workers may use accrued vacation time for personal, unusual or emergency needs upon supervisory approval. The Office agrees that requests for vacation will not be denied in an arbitrary or discriminatory manner.
  - K. Sections IV A, B, C and D of vacation selection process shall be excluded from the grievance procedure in Section 19 of the MOA.
- V. Administrative Transfers:
- A. The Office initiates administrative transfers. When an administrative transfer is initiated requiring the movement of a worker from one geographical location to another, the Office will post the transfer requirement for three (3) business days. In the event there are no qualified volunteers, the least senior qualified worker based on seniority defined in Section II in the affected classification and unit shall be transferred.
  - B. Temporary administrative transfers may be initiated by the Office immediately for up to thirty (30) days in cases of sudden necessity, such as, but not limited to, unusual workloads or absences.
- VI. Voluntary Transfer:
- A. This section shall apply only to classified employees in classifications, represented by SEIU Local 521, within the Department, with the exception of Criminalist job classification series.
  - B. A "desired positions" list, containing the worker's date of hire in the Office, current work unit, current classification, desired work unit(s), and desired classification(s), shall be created and maintained by the Human Resources Unit in the Office. Every year during the periods of January 1-15, April 1-15, July 1-15 and October 1-15, the worker may submit to the Human Resources Unit of the Office a written request stating which position(s) and work unit(s) the worker is

interested in working in, or may make any changes to his/her list of desired positions. The Human Resources Unit will provide written acknowledgement of the worker's request.

- C. When a vacancy that the Office intends to fill occurs, the Office will refer to this "desired positions" list and contact all workers at or below the classification level of the vacancy who have included the vacancy on their "desired positions" list. Each contacted worker will be informed of the classification and the specific assignment, and be offered an opportunity to express interest in the vacancy and to interview for the position. Workers who decline to interview for the position shall remain on the "desired positions" list for that position.
- D. If moving into the vacant position would represent a promotion for the interested worker, the worker must complete a County application within five (5) business days of being notified of the vacancy. The application must fall within the transfer band and must comply with the County Merit System Rules.
- E. Once the Office has a list of all qualified applicants, interviews will be conducted and the best candidate, if any, for the vacancy will be selected. Criteria to be used in considering the qualifications of the candidates will include, but not be limited to, the candidate's experience in like assignments, seniority with the Office, and the quality and quantity of work in current and past assignments. Should a worker not be selected, s/he will be notified promptly, and have an opportunity to discuss that with the hiring supervisor or manager if s/he requests. A worker who was not selected and has more seniority than the selected worker may challenge the determination through the grievance and arbitration procedures of the MOA.
- F. If there are no candidates selected by the Office for the vacancy, or in the case of Paralegal and Senior Paralegal vacancies, if there are no internal promotional candidates selected for the vacancy, the Office will open a County-wide transfer, promotional, or open-competitive recruitment in accordance with the Merit System Rules.

VII. Senior Paralegal Lead Rotation Pilot:

- A. The Office will assign the lead duties to Senior Paralegals consistent with Appendix E, Section E.26 (a) of the MOA.
- B. The Office shall provide adequate lead orientation, training and support to Senior Paralegals in the lead assignment.
- C. The Office will implement a pilot program on a date to be determined by the Office, but no later than 26 pay periods after the effective date of the departmental agreement, for the rotation of Senior Paralegal Lead assignments. The Senior Paralegal Lead rotation pilot program will be of a duration sufficient to allow no less than four Senior Paralegals to work in the lead assignment.

- D. The Office will make one assignment approximately each six months during the pilot program, with each assignment lasting 26 pay periods. Those who have served as leads may be considered again after their 26-pay period assignment is completed, immediately or subsequently, but may serve no more than three assignments.
1. The Office may determine to remove a lead assignment from a Senior Paralegal prior to the completion of 26 pay periods should the Senior Paralegal not be able to adequately perform the duties of the lead assignment.
  2. Should a Senior Paralegal be removed from the lead assignment prior to the conclusion of 26 pay periods, the Senior Paralegal shall have the right to discuss the reasons for the removal of the duties with the Office.
- E. In making the assignment, the Office will consider all requests from qualified volunteers, defined as workers with at least two (2) years of experience as a Senior Paralegal with the Office. Senior Paralegals serving original or subsequent probation are excluded from the Senior Paralegal Lead rotation pilot program.
- F. Senior Paralegals that fulfill the full duration of their lead assignment under this pilot program shall have the right to discuss how they performed with their supervisor.
- G. No later than 60 calendar days after the completion of the Senior Paralegal Lead rotation pilot program, the Office and the union will meet to discuss the pilot program. Prior to this meeting, both parties will seek input from Senior Paralegals and Paralegals regarding the pilot program.
- H. After the Office gives due consideration of business needs and union preferences, the Office will determine to continue the Senior Paralegal Lead rotation pilot program, to modify it, or to terminate it.
- I. Should the Office terminate the Senior Paralegal Lead rotation pilot program, it will assign leads in accordance with the provisions of Appendix E, Section E.26 (a) of the MOA.
- J. Should the Office decide to continue the Senior Paralegal Lead rotation pilot program, it will conduct further meetings with the union to discuss any necessary or desired changes to the program, and will take business needs and union preferences into account in making such changes.
- K. Section VII Senior Paralegal Lead Rotation Pilot, Sections D, E, F, and H are excluded from the grievance procedure in Section 19 of the MOA.

- L. Pursuant to Section 8.15 of the MOA, the County and Local 521 will mutually agree to open only Section VII Senior Paralegal Lead Rotation Pilot at the conclusion of the Pilot, as defined in Section VII Senior Paralegal Lead Rotation.

VIII. Term:

The term of this Agreement will be from April 11, 2017 and shall continue in full force and effect from year to year thereafter, 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 January, February, and March 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: 4/20/2017

County of Santa Clara

Mitchell T. Mullikin  
Patricia Ann  
Sarah J. [Signature]

SEIU, Local 521

[Signature]  
[Signature]  
John Moely  
[Signature]  
Patty Weidner  
Elizabeth Machaon

## Exhibit A

### Units

Facilities  
Records  
Imaging  
Deliveries  
Procurement  
Complaints (including Citations and Informations)  
Transcription  
South County  
North County  
Misdemeanor Arraignments  
Misdemeanor Pre-Trials (including Priors)  
Discovery  
Juvenile  
Crime Lab Clerical  
Post-Conviction Supervision (including Felony Pre-Trial)  
West Wing Reception & Mail  
Misdemeanor Legal Support  
Family Violence (includes Child Abduction)  
Bureau of Investigations - Clerical  
Bureau of Investigations - Other  
4<sup>th</sup> Floor Legal Support  
5<sup>th</sup> Floor Legal Support  
6<sup>th</sup> Floor Legal Support  
7<sup>th</sup> Floor Legal Support  
Victim Advocates  
Victim Claim Specialists  
VSU Reception  
Crime Lab - Clerical  
Crime Lab Criminalists - Forensic Biology  
Crime Lab Criminalists - Firearms & comparative Evidence  
Crime Lab Criminalists – Chemistry/Trace Evidence  
Crime Lab Criminalists – Digital & Multimedia  
Crime lab Criminalists – Toxicology  
Other Crime Lab  
Paralegals  
Fiscal Unit  
Parent Project