

Negotiations for the MOA successor to the following Agreement:

AGREEMENT

Between

COUNTY OF SANTA CLARA

And

LOCAL 521  
(SANTA CLARA COUNTY CHAPTER)  
affiliated with  
SERVICE EMPLOYEES INTERNATIONAL UNION

March 9, 2020 through June 25, 2023

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County of Santa Clara

County 7<sup>th</sup> Comprehensive Proposal for Appendix G – Social Service Unit  
and  
Response to SEIU Proposal of 6/26/23

Presented via email on Wednesday, June 28, 2023

**Document Key:**

- Proposed deletions represented in ~~strike through~~
- Proposed new language represented in blue underline
- Notes/descriptions about the proposal that will not be included in the final MOA language are **yellow highlight**

The County reserves the right to add proposals or modify, delete and/or supplement these proposals at any time during the MOA negotiations.

These proposals do not modify, withdraw or settle any County proposals already presented to SEIU unless specifically noted herein. Any SEIU proposals not addressed herein are rejected at this time.

## APPENDIX G – SOCIAL SERVICES UNIT

### G.1 – Salaries

Salaries shall be identified by job code and listed in Appendix A:

Job Code/Job Title section - **TA 6/7/23**

**County Response:** modified proposal; **Recommend TA** on realignments highlighted in green

Realignments:

JOB CODE	CLASSIFICATION	REALIGNMENT
E50	ELIGIBILITY EXAMINER	9.00% <del>-1.50%</del>
E56	ELIGIBILITY EXAMINER - U	9.00% <del>-1.50%</del>
E47	ELIGIBILITY WORKER I	1.12% <del>-0.5%</del>
Z47	ELIGIBILITY WORKER I - U	1.12% <del>-0.5%</del>
E46	ELIGIBILITY WORKER II	0.50% <del>-0.5%</del>
Z45	ELIGIBILITY WORKER II - U	0.50% <del>-0.5%</del>
E45	ELIGIBILITY WORKER III	0.50% <del>-0.5%</del>
Z43	ELIGIBILITY WORKER III - U	0.50% <del>-0.5%</del>
Y04	MEDICAL SOCIAL WORKER I	2.00% <del>-3.50%</del>
Y0E	MEDICAL SOCIAL WORKER I - U	2.00% <del>-3.50%</del>
Y03	MEDICAL SOCIAL WORKER II	2.00% <del>-3.50%</del>
Y0D	MEDICAL SOCIAL WORKER II - U	2.00% <del>-3.50%</del>
E65	PROGRAM SERVICES AIDE	1.00% <del>-1%</del>
Y4B	SOCIAL SVCS APPEALS OFFICER	1.00% <del>3.28%</del> <small>* wage to align with EW Sup base pay eff 7/1/23</small>
Y3A	SOCIAL WORKER I	3.00% <del>-1%</del>
W06	SOCIAL WORKER I - U	3.00% <del>-1%</del>
Y3B	SOCIAL WORKER II	3.00% <del>-1%</del>
W02	SOCIAL WORKER II - U	3.00% <del>-1%</del>
Y3C	SOCIAL WORKER III	3.00% <del>-1%</del>
W07	SOCIAL WORKER III - U	3.00% <del>-1%</del>
<u>D20</u>	<u>YOUTH ENGAGEMENT SPECIALIST</u>	2.58% <del>-3%</del>
H19	TEACHING HOME MAKER II	0.05%

**(Note:** The realignment proposal for the EW series in G.1, above, are part of a package proposal that also includes maintaining current contract language regarding caseload standards in DEBS and accepting the modified DEBS side letter agreement.)

**Note:** The realignment proposal for the SW series in G.1, above, are part of a package proposal that also includes accepting the County's proposal regarding caseload standards for DFCS and DAAS.)

**County Response:** maintain proposal & accept 6/26/23 UP to withdraw adding 6.11 (Performance Appraisal Program) to G.2 list reject UP to add 8.18 (Telework)

### G.2 – Master Sections That Exclude SSU

The following provisions of the Master Contract are not applicable to the Social Services Unit:

<a href="#">Section</a>	<a href="#">3.7</a>	<a href="#">New Worker Orientation</a> (G3 replaces)
<a href="#">Section</a>	<a href="#">4.1(a,b,c)</a>	<a href="#">Official Representatives</a> (G4.1 replaces)
Section	5.1	Seniority Defined
Section	5.4	Consideration of Layoff
Section	5.5	Order of Layoff
Section	5.8	Administrative Transfer
<a href="#">Section</a>	<a href="#">5.10</a>	<a href="#">Re-employment List</a> (G5.3 replaces)
Section	5.12	Names Dropped From Reemployment List
Section	6.4	Counseling and Unfavorable Reports
Section	6.13	Lateral Transfers
<a href="#">Section</a>	<a href="#">8.8</a>	<a href="#">Non-Contiguous Overtime Guarantee</a> (G8.2 replaces)
<a href="#">Section</a>	<a href="#">8.11</a>	<a href="#">Temporary Work Location</a> (G8.3 replaces)
Section	8.12	Bilingual Pay
Section	8.17	Notary Public Differential
<a href="#">Section</a>	<a href="#">12.9</a>	<a href="#">Educational Leave and Tuition Reimbursement Fund</a> (G10.2 replaces)
Section	12.14	Education Reimbursement Committee
Section	12.15	Drivers Licenses

### G.3 – Union Security - TA 6/7/23

### G.4 – Official Representatives and Stewards TA 6/7/23 & TA 6/25/23

### G.5 – Layoff - TA 6/7/23

### G.6 – Personnel Actions - TA 6/7/23 & TA 6/25/23

### G.7 – Pay Practices

G.7 – Pay Practices, Section 7.1 – Differentials ((a) Bilingual; (b) EW III - Intake Diff; (c) EW II – Intake Diff; (d) Lead Diff; (e) MSW Lead II Diff; (g) Floater Diff, and (part of g) DFCS ER 8% Diff) – TA 6/25/23

G.7 – Pay Practices, Section 7.1 - (new pp) DFCS Academy Graduates to ER incentive payment; CCL for sentence between items (e) & (g) in current MOA) - TA 6/28/23

#### G.7.1 - Differentials

**County Response:** maintain counter & reject 6/26/23 UP to add differential without clarifying that all APS cases count as one (1) credit toward caseload standard

f) [APS Social Worker II & III Specialized Cases Differential](#)

Social Worker II's and Social Worker III's who are regularly assigned to an Emergency Response (ER) Unit, a Financial Abuse Specialist Team (FAST) Unit, or a Self-Neglect Unit shall be paid a six percent (6.00%) differential above their base rate.

*(Note: The new language proposed in Section 7.1(d), above, is part of a package proposal that also includes the new language in Section 9.9(a)(1)(b).)*

**County Response: reject 6/26/23 UP for NEW Section 7.1.f (PDO/ADO SW 5% forensic differential)**

**County Response: modified to accept "the", otherwise maintain proposal; reject 6/26/23 UP to accept without accepting DFCS caseload standards)**

f) ER/DI/Continuing Unit Social Worker II/III differential  
Employees in the classification of Social Worker II and Social Worker III who are regularly assigned to Dependency Intake Unit or Continuing Unit, Voluntary Family Maintenance Unit, the CANC, Non-Minor Dependent Unit, Dually Involved Youth Unit, and Adoption Finalization Unit, Social Worker II's and Social Worker III's who are regularly assigned to units in the Department of Family and Children Services, (DFCS) other than Emergency Response units, shall receive a differential of six percent (6.00%) of base wage.

*(Note: The new language proposed in Section 7.1(f), above, is part of a package proposal that also includes the DFCS caseload standard structure in Section 9.8)*

**County Response: reject 6/26/23 UP to add differential for SWI's working at the Scattered Sites or in Emergency Response**

G.7 Section 7.2 - Temporary Supervisory Assignment- Vacant Codes – **TA 6/7/23**  
G.7 Section 7.3 - Acting Unit Supervisor-Occupied Codes – **TA 6/25/23**

G.8 – Hours of Work and Premium Pay – **TA 6/7/23, TA 6/25/23 & TA 6/28/23**

**County Response: reject 6/26/23 UP for G.8 NEW Section 8.5 (Telework/Remote Work)**

G.9, 9.1 (Workload Standards), 9.2 (Standards Changes), 9.3 (Workload Compliance) 9.4 (Differential Workloads) & 9.6 (Workload Standards – Social Services) – **TA 6/7/23**  
Section 9.5 (a, b, c, d, e, f, g, h, i) – Bilingual, Trilingual, Quadrilingual Workloads/Caseloads – **TA 6/25/23**

Section 9.7 – Department of Employment and Benefits (DEBS)

**County Response: except for mutual changes & cleanup; maintain CCL (9.7(a)); reject 6/26/23 UP**

*(Note: Maintaining current contract language regarding caseload standards in 9.7 (DEBS) and accepting the modified DEBS side letter agreement are packaged with the realignment proposal for the EW series in G.1.)*

a) Intake

1. ~~Except for peak work periods,~~ Intake work shall be performed by workers in the classification of Eligibility Worker III. ~~During periods of projected peak workload, workers in an office in the classification of Eligibility Worker II who meet the minimum qualifications for the classification of Eligibility Worker III may volunteer to be assigned to do Intake work. Such workers assigned to perform Intake function shall be paid the same as an EW III in intake, subject to Section G.7.1 I Eligibility Worker – Intake Differential.~~
2. An Eligibility Worker will normally be assigned forty-seven (47) generic intake applications in a 21 day month. This excludes GA, Foster Care and Health Care Reform (HCR) and AB720.
3. Foster Care: An Eligibility Worker will normally be assigned fifty (50) intake applications in a 21-day month.
4. Intake Cases shall not be assigned while workers are WOOC as an EW Supervisor.
5. The Triage function shall be performed by Intake Workers with the purpose of screening IN (immediate need) ES (expedited services)-CF pending applications only.
6. Intake Cases shall not be assigned while workers are performing triage function.
7. For the purposes of Section 9.8, all months in a calendar year will be considered as a 21-day month.

**County Response: except codifying agreement related to AB 135, maintain CCL; reject 6/26/23 UP for 9.7(b & c)**

b) Continuing

1. One (1) Eligibility Worker III shall be budgeted for each Continuing Unit.
2. Workloads will be distributed equitably to the extent practicable among Eligibility Units, Workers and Programs. The County will provide the union monthly reports of calibration.

3. After the next calendar month, all cases in a discontinued status shall be closed. After the next calendar month, or following ninety (90) days of discontinuance for Medi-Cal only cases (90-day cure period), discontinuance, clients must reapply for benefits through Intake with the exception of the following to be processed by Continuing workers:

- Adding Medi-Cal to existing CalFresh cases
- Adding Medi-Cal to existing Medi-Cal cases (except when adding regular Medi-Cal to a QMB case)
- Adding Medi-Cal to existing cash aid cases
- Adding CalFresh to cash aid cases
- Adding CalFresh to existing Medi-Cal cases
  - So long as state law mandates that the eligibility determination for CalFresh be completed by the same worker servicing a client who is applying for or renewing their Medi-Cal service, an EWII or non-intake EWIII who conducts the associated CalFresh eligibility determination shall be paid a 7.5% intake differential for the day the task is assigned. EWII's are not eligible for WOOC pay as outlined in G.7.1I. Once the CalFresh program is added, the case will be transferred to the Continuing/CalFresh Eligibility Worker.

4. Monthly individual caseload maximums are listed below:

188	Calworks
322	CalFresh/Medical
266	GA
615	Foster Care (AAP)
150	Foster Care

5. Monthly Unit Based Caseload Standards, not to exceed the per person amount listed below:

422	MediCal
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All continuing eligibility staff must work the typical full range of continuing work such as RRR's, SAR 7 and any other typical continuing functions.

Workers currently on caseload building status or part time, FMLA or other contractual reduction shall be reduced accordingly.

a) Integrated Eligibility Verification System (IEVS) Unit

The following standards apply to Eligibility Examiners performing the earnings clearance functions as presently conducted in the IEVS Units:

1. An IEVS worker will normally be assigned a maximum of 63 cases at any point in time. Additional cases may be assigned to maintain the caseload within this range. Cases may include Integrated Earnings Clearance/Fraud Detection (IFD), Intentional Program Violation (IPV), Default, Trials, IRS/FTB, BEERS, and General Fraud Cases.
2. An IEVS worker will be expected to complete a maximum of 82 case computations each quarter in a calendar year. Cases may include Integrated Earnings Clearance/Fraud Detection (IFD), Intentional Program Violation (IPV), Defaults, Trials, IRS/FTB, BEERS, and General Fraud Cases. This requirement will be proportionately reduced for all authorized technical training, special projects, or court appearances at an hour per hour rate of .16 cases per hour. All other scheduled absences of one-half (1/2) working day or more will be adjusted at the hour per hour rate of .16 cases per hour. Cases completed will be given credit as follows:
  - a. Overpayment cases actually referred for fraud prosecution or collection.
  - b. Cases closed without such referral.
  - c. Uncompleted cases transferred out of unit for lack of employer cooperation or other reason.
3. Quarterly IFD Match Reading Assignments: At the beginning of each quarter, each IEVS worker will be assigned a maximum of (30) cases of IFD Match Reading Assignments per day. The thirty (30) daily IFD Quarterly Match Reading Assignments are equivalent to 1.32 cases and the completed IFD Match Reading Assignments are to be included into the expected 82 quarterly case assignments.
2. Insofar as practical, cases involving more than three (3) employers will be equitably distributed within the unit.

**G.9 Section 9.7(d & e) CCL – TA 6/25/23**

**G.9 Section 9.7(f) – TA 6/28/23**

**County Response: withdraw proposal for (9.7(g)) & agree to notice SEIU for changes in the Induction Training model in Staff Development; Recommend TA**

- g) Policy training and on-the-job training for Eligibility Worker I's is conducted in Induction Training. The period of training will occur for not less than three months and no more than nine months.



Workers in induction training may be responsible for work processing until he/she has completed at least three months of training. Work processing maximums will be based on the average district office assignments of periodic reports and annual redeterminations (RRR's) per worker in the month Eligibility Induction begins. Work processing will be assigned at the completion of classroom training and begin during the fourth month and will increase as follows\*:

The first month of on-the-job training: Eligibility Worker I's will be assigned 20% of the unit-based caseloads or individual caseload assignments.

The second month of on-the-job training: Eligibility Worker I's will be assigned 40% of the unit-based caseloads or individual caseload assignments.

The third month of on-the-job training: Eligibility Worker I's will be assigned 60% of the unit-based caseloads or individual caseload assignments.

\*The actual weeks of case assignments may need to be adjusted based on the start date and number of programs included in the training.

Eligibility Worker I's will be graded on processing periodic reports and annual redeterminations, and they will be expected to address any case-related needs during the month of assignment.

Trainees must achieve a minimum score of [seventy percent \(70%\)](#) or greater on a combination of their on the job training scores, and their mid-term test score, to be recommended to take the promotional examination. Trainees must pass the promotional examination and on-the-job training with a combined score of at least [eighty percent \(80%\)](#) or above, and be recommended by their supervisor/trainer, to promote to an Eligibility Worker II. Job performance and attendance must be satisfactory to be recommended for promotion.

During Eligibility Induction [Training](#), workers will be administratively assigned to designated training units and will be supervised by [Training and Staff Development Specialist](#), Staff Development Specialists, and/or Eligibility Worker Supervisors.

Flexibility will be used in developing and providing the training.

**County Response: cleanup only recommend TA**

- g) DEBS (EW) Workload/Caseload Building  
Any Eligibility Worker II administratively reassigned to a program or function in which ~~he/she~~ [they](#) had no experience within the preceding year shall be given a workload/caseload reduction of twenty-five percent (25%) for the first thirty (30) days.



**County Response: modified counter for 9.8 (DFCS) below**

*(Note: The new 6% differential to all SWII's and SWIII's in DFCS (except those regularly assigned to ER) proposed in Section 7.1(f) along with the 1% realignment proposal, is part of a package that also includes the DFCS caseload standard structure in Section 9.8, below.)*

**G.9 Section 9.8 - Department of Family and Children Services (DFCS) - Intro paragraphs – TA 6/26/23**

**County Response: maintain proposal**

1. Child Welfare Services

The County and the Union agree that these standards and the Child Welfare Service configuration will be subject to changes pending the DFCS Practice Changes, and the changes will be subject to meet and confer prior to the implementation of any changes.

If the department assigns a caseload that exceeds the defined standards for a SW III or a SWII for a consecutive period of more than sixty (60) calendar days, the worker shall receive a one-time stipend payment of one hundred and twenty-five dollars (\$125.00). Immediately thereafter (on day sixty-one (61)) the sixty (60) day count shall restart at day one (1). Such stipend is limited to once every sixty (60) days, is a stand-alone stipend, and shall not replace any overtime payment earned for work performed. This applies to workers regularly assigned to a Safety and Wellbeing unit, a Dependency Investigation unit, a Voluntary Services unit, or a Non-Minor Dependent unit.

**G.9 Section 9.8.1(a) Safety and Wellbeing - TA 6/25/23**

**County Response: maintain proposal; Recommend TA**

~~b. Voluntary/Informal Supervision-Voluntary Services: —A service caseload of 20 children for Voluntary/Informal Supervision will be the standard.~~

Social workers shall have a mixed caseload of Family Maintenance, Family Reunification and Informal Supervision cases in alignment with the following caseload standard:

Social Worker III's shall maintain a caseload of eighteen (18) to twenty (20) children at any given time;

Social Worker II's shall maintain a caseload of sixteen (16) to eighteen (18) children at any given time.

**G.9 Section 9.8.1(a) Adoption Finalization - TA 6/25/23**

**County Response: maintain response; reject UP 6/26/23 (NEW (d) adding Resource Family Approval/Recruitment language)**

d. Home Studies — 32 families

**G.9 Section 9.8.1(d) Non Minor Dependent – TA 6/28/23**

**G.9 Section 9.8.1(e) KinGap Unit- - TA 6/25/23**

**County Response: maintain proposal; reject 6/26/23 UP; Recommend TA**

2. Emergency Response/Immediate Response/Joint Response

Social Worker III's shall be assigned up to fifteen (15) new referrals and Social Worker II's shall be assigned up to twelve (12) new referrals. There will be 15 referrals in any calendar 21 day month, with credit. One (1) credit toward the number of new referrals assigned in any given month shall be given in the case of full day absences for protective custody warrants, prorated at the rate of one (1) credit for full day absences for sick leave, vacation, personal leave, compensatory time or required and/or approved training during the employee's regular work day, or when working out of class (WOOC) as the Acting Unit Supervisor. No Social Worker shall be assigned to the IR/JR Board in excess of ten (10) workdays in any calendar month.

To maintain continuity of service for ten (10) day referrals or IR/JR assignments, a referral with a language requirement shall be assigned to a bilingual worker. When the worker who is bilingual in the language needed and is the next worker scheduled to receive a referral is already at eighty percent (80%) of their caseload standard based on previous referrals in their bilingual language, the department can assign the referral to any ER social worker who is bilingual in the language needed who has not yet reached their caseload capacity.

If the department assigns more than fifteen (15) referrals for a SWIII or twelve (12) referrals for a SWII in any calendar month, for one (1) referral over fifteen (15) referrals for a SWIII or twelve (12) referrals for a SWII, the worker shall receive a one-time stipend payment of one-hundred and twenty-five dollars (\$125.00), for two (2) or more, the worker shall receive a one-time stipend payment of one-hundred and seventy-five dollars (\$175.00). Such payments are stand alone; they do not replace any overtime payment earned for work performed. This applies to workers regularly assigned to an Emergency Response unit.

**County Response: reject UP 6/26/23 (NEW language adding pay during hours that a SWII or III is working a shift covering the IR/JR Board)**

The following formula shall be used to determine the adjusted number of referrals per month:

~~[(Maximum number of work hours in a month minus number of full day hours absent and/or Acting Unit Supervisor during the month) divided by (maximum number of work hours in a month)] multiplied by 15 = adjusted number of referrals per month.~~

**G.9 Section 9.8(3) (Dependency Investigation) – TA 6/25/23**

**County Response: maintain counter and reject 6/26/23 UP to 9.9a**

**Note: The realignment proposal for the SW series in G.1, is part of a package proposal that also includes accepting the County's proposal for DAAS, below.)**

Section 9.9 - Department of Aging and Adult Services (DAAS)

**County Response: reject UP 6/26/23 NEW language (adding 80% caseload standard language that exists in DFCS section; and reject NEW over standard stipend)**

a) Adult Protective Services (APS)—~~28~~ Adults

The caseload standard for a Social Worker II or Social Worker III is twenty-eight (28) Adults at any given time, except as modified below.

1. Social Workers who are assigned to solely in-person case investigations shall manage a caseload of no more than twenty-six (26) cases at any given time.
2. Social Workers assigned to Intake shall receive no more than ten (10) new referrals per day. However, given the unpredictable nature of intake volume and complexity of referrals:
  - a. Intake staff may be assigned additional referrals if most of their assigned work has been completed.
  - b. When an urgent/emergency referral is received after the maximum number of referrals in a day have been assigned to intake workers, the referral may be assigned as voluntary overtime, or a social worker who does not typically perform intake work may be assigned.
3. During a County declared emergency, program disaster response, or other emergency situations, or if staffing levels are reduced by ten percent (10%) or more, additional work may be assigned per business needs.

For the purposes of this Section, Section 9.9.a, the following definitions shall apply:

**New Case:** A new case shall be defined as a case assigned to a Social Worker that has been received and processed by the APS intake team and is listed on the case assignment queue.

**Transferred Case:** A transferred case shall be defined as any case that has been assigned to a Social Worker and then is assigned to a different social worker who has not previously been assigned that case.

**Specialized Cases:** Specialized cases—Cases are those identified as follows:

- Emergency Response (ER)
- Financial Abuse Specialist Team (FAST)
- Self-Neglect

Caseload counts will be determined by case management systems, such as the ACE case management system, or by manual calculations.

1. Social Workers will primarily manage mixed caseloads which may consist of ~~specialized~~ Specialized eCases. Cases will be assigned to the Social Workers evenly to the extent possible. Further, Specialized Cases will be assigned to a social worker in a unit focused on the type of Specialized Case being assigned, to the extent possible. Cases will be assigned as they are received into the APS program. Social Workers shall submit cases for closure to their supervisor on a weekly basis.
  - a. Each case assigned shall count as one (1) toward the number of cases a Social Worker is carrying at any time; no cases shall have a greater weight.  
*(Note: The new language proposed in Section 9.9(a)(1)(b), above, is part of a package proposal that also includes the new language in Section 7.1(d).)*
2. Appropriate personal protective equipment (PPE) (e.g., gloves, gowns, eye protection, masks, rubber boots and HazMat suits) shall be available for APS Social Workers and support staff to use on cases that require an in-person response.

**County Response: maintain counter to UP to 9.9b & reject remainder of UP**

b) In Home Support Services (IHSS)

This section supersedes Appendix G Sections 9.65(a), 9.65(c), and 9.65(d) of the current Memorandum of Agreement (MOA) between the County and SEIU Local 521.

These work completion standards shall only apply prospectively, and nothing should be construed to limit the County's ability to assign any number of assessments to Case Management Social Workers, in its sole discretion, with the understanding that Case Management Social Workers are only expected to complete the number of assessments as calculated per month under the provisions of this section. This is to clarify the ~~amount~~ number of cases assigned versus the assessments being performed.

Definitions for Purposes of this Section:

1. An "assessment" shall be defined as any of the following types of visits and assessments performed by a Social Worker: intake, reassessment, courtesy, or expedited visit.
2. Annual and/or year shall be defined as ~~June 1, 2019 – May 31, 2020, and each June 1 - May 31. thereafter.~~
3. A full-time schedule shall be defined as forty (40) work hours per week.
4. ~~Consecutive days of paid scheduled leave is defined as work days uninterrupted by a return to work. It includes weekends and County holidays, such as, Friday, Monday, and Tuesday; or, Thursday, Friday, and a County holiday on Monday.~~

~~Weekends are not counted as one of the three days, but County holidays are. With respect to 4/10 schedules, if a Social Worker's day off is Wednesday, three consecutive days of scheduled leave includes Wednesday for determining whether the days off are consecutive, but is not counted as one of the three days (e.g. Mon-Thursday is considered three consecutive days off).~~

- ~~5. One work week of consecutive paid scheduled leave is defined as forty (40) hours, including County holidays. For example, Thanksgiving week, if a Social Worker takes Monday, Tuesday, and Wednesday off and Thursday and Friday are County holidays, this will constitute as one work week of consecutive paid scheduled leave and result in a reduction in the Social Worker's monthly assessment expectation.~~
4. An individual Social Worker's "monthly assessments expectation" is the number of assessments the Social Worker is expected to complete each month. To calculate a Social Worker's monthly assessments expectation, the standard ~~twenty-seven (27)~~ forty-five (45) assessments per month expectation for a Social Worker III is reduced if the Social Worker is a Social Worker I (paragraph 3 below); Social Worker Lead (paragraph 2 below); and/or Certified Bilingual Social Worker (paragraph 4 below) as specified below.

Monthly Assessment Expectations and Assessment Reductions:

1. Case Management Social Worker III's, II's and I's shall be assigned the same type of assessments. Social Worker III's shall complete five-hundred and forty (540) assessments per year at a rate of forty-seven (45) assessments per month.
- ~~1.2. Case Management Social Workers- Social Worker II's shall receive a twenty percent (20%) reduction of the SWIII annual assessment expectation such that they shall complete three hundred twenty-four (324)~~ four hundred and thirty two total assessments per year and ~~shall complete these~~ at a rate of thirty-six (36) ~~twenty-seven (27)~~ assessments per month.
- ~~2.3. Social Worker I's shall receive twenty percent (20%) reduction in his or her of the SWII annual assessments expectation, such that they shall complete three hundred and forty-five (345) two hundred fifty-nine (259) assessments per year twenty-two (22) at a rate of twenty nine (29) assessments per month. Social Worker I's shall be assigned the same type of assessments as Social Worker II's.~~

~~Social Worker Leads shall receive a 10% reduction in his or her annual assessments expectation, such that they shall complete two hundred ninety-two (292) assessments per year, twenty-four assessments (24) per month.~~

~~Social Worker I's shall receive a 20% reduction in his or her annual assessments expectation, such that they shall complete two hundred fifty-nine (259) assessments per year, twenty-two (22) assessments per month. Social Worker I's shall be assigned the same type of assessments as Social Worker II's.~~

- ~~3.4. When one hundred percent (100%) of the monthly assessments assigned to a Certified-Bilingual Social Workers are assessments in their certified language, the SW shall receive a twelve percent (12%) reduction in his or her their monthly assessments expectation. The bi-lingual reduction shall be in addition to assessment reductions described above that the worker may also be eligible for, for any month where 100% of the cases carried are in their certified language. The calculation of one hundred percent (100%) will be month-to-month based on cases carried at the beginning of each month. Formula to calculate reduction:  $(27 - (27 \times 12\%)) = 24$ .~~
3. One (1) case credit shall be given when a Social Worker completes an assessment, regardless of whether or not the applicant receives services.
- ~~4. If a Social Worker takes between three (3) and four (4) consecutive days of paid scheduled leave in any given month, or if a Social Worker Works Out of Class (WOOC) the same amount of consecutive time, his or her monthly assessments expectation shall be reduced at a rate of 1.35 assessments per consecutive day off (i.e., each day after the first day of leave or after the first day of WOOC). Unscheduled leave, scheduled leave of less than three days, intermittent leave, or nonconsecutive days of WOOC, shall not result in any reduction of monthly assessments expectation. This 1.35 rate reduction applies regardless of the number of days or weeks in any given month.~~

**G.9 Section 9.7(d & e); paragraphs 6, 7, 8, 9, 10, & 11, 12 – TA 6/25/23**

**G.9 Section 9.10 - TA 6/25/23**

**G.9 Section 9.11 (a, b & c) – Services Caseload Building – TA 6/25/23**

**G.10 (Leave Provisions) - TA 6/7/23**

**G.11 (Workers in Unclassified Positions) - TA 6/7/23**

**County Response: withdraw proposal except grammatical cleanup to 12.5, maintain CCL G.12, 12.2, 12.3, 12.4 , 12.5 & 12.6; maintain cleanup proposal to 12.1(a) and maintain proposal to 12.1(b)**

## **G.12 – Grievance Procedures**

The County and the Union recognize early settlement of grievances is essential to sound worker/employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of workers, the Union, or the County. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination or reprisal.

### Section 12.1 – Grievance Defined

#### a) Definition



A grievance is defined as an alleged violation, misinterpretation or misapplication of the provisions of this Memorandum of Agreement, Department Memoranda of Agreement and/or Understanding, Merit System Rules, or other County ordinances, resolutions, Policy and/or Procedure Manuals, or alleged infringement of a worker's personal rights (i.e., discrimination, harassment) affecting the working conditions of the workers covered by this Agreement, except as excluded under [Article G.12](#) Section 12.1(b).

b) Matters Excluded from Consideration Under the Grievance Procedure

1. Disciplinary actions taken under Section 708 of the County Charter.
2. Probationary release of workers.
3. Position classification.
4. Workload/Caseload, except as provided and modified in [Article G.9](#) of this Agreement.
5. Merit System Examinations.
- [6.](#) Items requiring capital expenditure.
- ~~6-7.~~ [Master Article – No Discrimination](#)
- ~~7-8.~~ Items within the scope of representation and subject to the meet and confer process.

Section 12.2 – Grievance Presentation

Workers shall have the right to present their own grievance or do so through a representative of their own choice. Grievances may also be presented by a group of workers, by the Union, or by the County. No grievance settlement may be made in violation of an existing rule, ordinance, memorandum of agreement or memorandum of understanding, nor shall any settlement be made which affects the rights or conditions of other workers represented by the Union without notification to and consultation with the Union.

Section 12.3 – Procedural Compliance

Union grievances shall comply with all foregoing provisions and procedures. The County shall not be required to reconsider a grievance previously settled with a worker if renewed by the Union, unless it is alleged that such grievance settlement is in violation of an existing rule, ordinance, memorandum of understanding, or memorandum of agreement.

Section 12.4 – Informal Resolution/Time Limits

It is agreed that workers will be encouraged to act promptly through informal discussion with their immediate supervisor on any act, condition or circumstance which is causing worker dissatisfaction and to seek action to remove the cause of dissatisfaction before it serves as the basis for a formal grievance. Time limits may be extended or waived only by written agreement of the parties. If either party fails to comply with the grievance time limits, and the matter proceeds to arbitration, the party who missed the time limits as determined by arbitrator shall pay the full costs of the arbitrator.

Section 12.5 – Formal Grievance



The County and the Union Recognize the early settlement of grievances is essential to sound employee-employer relations. The parties seek to establish a mutually satisfactory method for the settlement of grievances of employees, the Union or the County. In presenting a grievance, the aggrieved and/or his/her representative is assured freedom from restraint, interference, coercion, discrimination, or reprisal.

a) Step One

Within twenty (20) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the person designated by the appointing authority. A copy of the grievance shall be sent to Labor Relations and this copy shall dictate time limits. The grievance form shall contain information which identifies:

1. The aggrieved;
2. The specific nature of the grievance;
3. The time or place of its occurrence;
4. The rule, law, regulation, or policy alleged to have been violated, improperly interpreted, applied or misapplied;
5. The consideration given or steps taken to secure informal resolution;
6. The corrective action desired; and,
7. The name of any person or representative chosen by the worker to enter the grievance.

A decision shall be made in writing within twenty (20) working days of receipt of the grievance. A copy of the decision shall be directed to the person identified in (7) above.

d) Step Two

If the aggrieved continues to be dissatisfied, ~~he/she~~ they may, within fifteen (15) working days after receipt of the first step decision, present a written presentation to be directed to the County Executive's designated representative indicating the aggrieved wishes the (1) County Executive's designated representative to review and decide the merits of the case or whether (2) the aggrieved wishes the grievance to be referred to an impartial arbitrator. The County and the Union agree to use the same arbitrators listed in Section 19.6. d. of the Master Agreement.

Members of this arbitration panel shall be advised of and agree to the following provisions:

1. Within fifteen (15) working days of receipt of the grievance at step two, one (1) arbitrator shall be selected from the panel and a hearing scheduled within thirty (30) calendar days.
- 2.
3. Arbitration proceedings shall be recorded but not transcribed except at the request of either party or the arbitrator. Upon mutual agreement, the County and the Union may submit written briefs to the arbitrator for decision in lieu of a hearing.

The parties may mutually agree to use an arbitrator not on the list or to add to or modify the list. The arbitrator's compensation and expenses shall be borne equally by the worker or the Union and the County, provided worker grievances shall be arbitrable only at the expressed request of the worker involved, and with the concurrence of the Union, unless the grievance is deemed a Union or group grievance prior to submission to step two. Decisions of the arbitrator shall be final and binding.

**e) Pre-Arbitration Meeting (Stipulation and Arbitrator Selection)**

For the purposes of this section, Article 19.6 (c [& d](#)) and [Article 19.7](#) of the Master Agreement shall apply.

**Section 12.6 – Arbitration Release Time**

The following statement on worker participation in grievance arbitration hearings is agreed to:

- a) The worker on whose behalf the grievance has been filed will be granted release time for the entire hearing. Release time to serve as a witness will be granted on a scheduled basis, i.e., when the worker is scheduled to appear. In the case of a group grievance, release time will be granted for the designated spokesperson for the entire hearing. Release time also will be granted to the appropriate Chief Steward.
- b) Other requests for leave for the purpose of participation in a grievance arbitration hearing will also be granted and charged to the worker's own leave time provided the absence does not unduly interfere with the performance of service.

**G.13 – Strikes and Lockouts - [TA 6/7/23](#)**

## **County Response: revised proposal**

**(Note: The modified DEBS side letter agreement is part of a package proposal that includes the realignment proposal for the EW series in G.1; this also includes maintaining current contract language regarding caseload standards in 9.7 (DEBS)).**

### SIDE LETTER AGREEMENT BETWEEN Santa Clara County and SEIU 521 DEBS CalSAWS Innovation Committee Overview

Following the state mandated implementation of CalSAWS and recent changes in state law, the parties agree that we are in a learning period for both the County and staff within DEBS. As such, staff and leadership must collaboratively reassess DEBS workflows and review our existing operational structure/s to best meet the needs of our community and improve the experience and effectiveness of our staff. Input and ideas from representatives across all DEBS classifications and work areas will be critical to creating better work structures across DEBS. To that end, the County and SEIU 521 agree to create a joint committee effective upon ratification of this Agreement to collaboratively assess and explore new approaches to work within DEBS – the DEBS Innovation Committee.

***The guiding principles of this committee’s work will be to ensure DEBS operates in a manner that best services the needs of families and individuals in our community who require benefits; to ensure that staff throughout DEBS have an appropriate and sustainable workload; to efficiently use our resources so we can maximize service to the community; and to most effectively utilize the CalSAWS technology required by the state.*** The committee will examine the effectiveness of our current operational model/s, investigate alternate operational model/s, review data, and create a program to implement the model/s that best advance our guiding principles.

The committee will be comprised of five (5) members for the County and five (5) designated by the Union. The committee shall meet at least monthly and during work time and will have appropriate research and data to complete the work of the committee.

The committee’s work will progress in a two-phase process: the Design Phase followed by the Test Phase.

#### **Design Phase**

During the Design Phase the committee and/or committee workgroups will be established to design and propose potential business operations model(s) for effective client service delivery under the CalSAWS structure. The design workgroups will consist of subject matter experts from different DEBS groups, which may include but is not limited to:

- Executives
- Managers
- Supervisors
- Intake Eligibility Workers

- Continuing Eligibility Workers
- Employment Counselors
- Clerical Workers
- Program

SEIU and Labor Relations will be included as necessary in the process of defining the parameters of the design and/or workgroups or committees. The design phase shall begin no later than forty-five (45) calendar days following ratification of the successor MOA to the 3/9/2020-6/25/2023 MOA and will continue for up to nine (9) months. The design team and committees will finalize criteria including the test parameters, benchmarks, and testing timeframes. The design phase will conclude when the business model/s to test have been determined and written policies and procedures for the Test Phase have been generated. At the conclusion of the Design Phase, the Test Phase will commence.

### **Test Phase**

The Test Phase will involve defined group/s of Intake and Continuing Eligibility Workers and Supervisor/Management teams, as determined in the design phase, implementing the proposed operational model/s for a set period of time. During the test phase there will be regular check-ins, which will include iterative fine tuning, gathering data, and recognizing best practices and lessons learned. The test phase will continue for up to one (1) year.

At the conclusion of the test phase, the DEBS business operational model/s, as determined through this program, will be documented and implemented. To properly document the DEBS operational model/s implemented, either the County or SEIU shall be permitted a limited reopener of SSU Appendix G Article G.9 Section 9.7(a & b) and any other sections of Appendix G that are directly impacted by the results of this study.

This Side Letter shall sunset on the expiration date of the successor MOA to the 3/9/2020-6/25/2023 MOA; this side letter shall then be removed and not included in a future MOA.

**Remove DAAS IHSS Side Letter – TA 6/25/23**

**Remove DFCS Floater Pilot Side Letter – TA 6/25/23**

**Remove Workload Committees Side Letter – TA 6/25/23**

**County Response: maintain proposal to remove side letter in favor of related language added to Section 9.8**

**~~SSU Unit DFCS Over Standard Pilot and Differential~~**

~~Letter of Understanding~~

~~The parties (Union and County) agree to meet within 30 days of ratification to establish parameters of the DFCS over standard pilot program. This program is to provide a stipend for referrals over the contractual standard. The parties agree to the following:~~

- ~~• SWII/III who receive 1-2 referrals over the contractual standard shall receive a monthly stipend of \$100~~
- ~~• SWII/III who receive 3 or more referrals over the contractual standard shall receive a monthly stipend of \$150~~
- ~~• SWII/III in Continuing, DI, NMD, or Voluntary Services who are over the contractual standard may receive a monthly stipend of \$100 if over the contractual standard for over 60 days.~~

~~The parties agree that no sooner than one (1) year from implementation of the DFCS over standard pilot program, the parties will review data, suggestions, and workload studies and the County will meet and confer if it is interested in continuing and/or modifying the terms of the DFCS over standard pilot program. If the County and the Union do not meet, then the DFCS over standard pilot program will be discontinued.~~

**County Response: maintain proposal to remove side letter; outdated and irrelevant; updated duplicate language in Appendix K (Contracting Out)**

**CONTRACTING OUT PILOT PROJECT**

~~COUNTY-WIDE CONTRACTING OUT – EFFECTIVE NOVEMBER 1, 1976~~

- a) ~~County shall give prior written notice of all proposed contracts/ calls for bid to private third parties as are required to be presented to the Board of Supervisors for acceptance and/or approval where the labor estimate for same equals or exceed twenty-five thousand dollars (\$25,000) for; (1) current work now being done by classifications represented by the Union; (2) new work not now being done but otherwise specifically included within job specifications of classifications represented by the Union; provided that excluded from this Agreement are all contracts with professionals (such as engineering, architectural, legal and medical) where the primary services contracted for will be provided by those professionals; leases, lease-backs, lease purchases or other facility agreements; work required by law to be contracted out; and continuations of existing contracts. Contracts regularly and customarily let out to private third parties shall also be excluded; provided that for the first three (3) months of the project the County shall give notice of such contracts and meet regarding such Contracts as and when requested; and, if the procedure works to the mutual agreement of both parties, such contracts shall thereafter be subject to the notice and meet and confer provisions of this Agreement.~~
- b) ~~Notice from County is to be given in writing to Union by personal delivery or certified mail. Union shall respond within five (5) working days from date of receipt with request to meet and confer; or Union is deemed to have waived meet and confer. Union shall attempt to respond sooner, if possible.~~
- c) ~~County and Union shall meet and confer for not more than ten (10) working days within receipt of written request from Union. If concerns are not alleviated or agreement not reached, County may proceed.~~
- d) ~~The Board of Supervisors may proceed without meeting and conferring if they determine circumstances justify urgency action. Reasonable advance written notice of intention to proceed on such basis shall be provided Union prior to meeting of Board; provided nothing herein shall hamper the Board's lawful exercise of authority under State law in emergency situation.~~