

APPENDIX I – SUPERVISORY UNIT

County Proposal #7 to SEIU 6/28/2023 Appendix I Supervisory Unit

County modifies 5/31/23 proposal to Delete CCL – 6/28/23

LANGUAGE INTEGRATED W/ SEIU LOCAL 521 MASTER CONTRACT

Below items or sections of the SEIU Local 521 Supervisory Chapter contract that the County and the Union agreed to use SEIU Local 521 Master language with exceptions outlined below.

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

Section 3.7	New Worker Orientation
Section 4.1	Official Representatives
Section 4.2	Notification of Stewards
Section 4.3	Chief Stewards
Section 5.1	Seniority Defined
Section 5.4	Consideration of Layoff
Section 5.5	Order of Layoff
Section 5.7	Reassignment in Lieu of Layoff
Section 5.8	Administrative Transfers
Section 5.12	Names Dropped From Reemployment List
Section 6.4	Counseling and Unfavorable Reports
Section 6.11	Performance Appraisal Program
Section 6.13	Lateral Transfers
Section 8.8	Non-Contiguous Overtime Guarantee
Section 8.11	Temporary Work Location
Section 8.12	Bilingual Pay
Section 8.17	Notary Public Differential
Section 12.15	Drivers Licenses
ARTICLE 19	Grievance Procedure

Below items or sections of the SEIU Local 521 Supervisory Chapter will remain and will be reflected in Appendix I.

County and Union TA to CP 5/12/23 proposal to Modify CCL (I.1 – Salaries – Job Title Listings ONLY, not Realignment)

From: SCCo To: SEIU June 28, 2023

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Page | 1

County Response: Decline 6/26/23 UP
County modifies proposal (CP) 6/28/23:

Realignments:

JOB CODE	CLASSIFICATION	REALIGNMENT
E44	ELIGIBILITY WORK SUPERVISOR	0.50% <u>0.50%</u>
Y48	SOCIAL SERVICES ANALYST	3.50%
W0A	SOCIAL SERVICES ANALYST - U	3.50%
Y23	SOCIAL WORK SUPERVISOR	3.00% <u>1%</u>
Y22	SOCIAL WORK TRAINING SPECIALIST	3.00% <u>4.11%</u>
Q73	SSA APPLICATION DEC SUP SPEC II - U	4.50%
P65	SSA APPLICATION DEC SUP SPEC II	4.50%
Q74	SSA APPLICATION DEC SUP SPEC I - U	4.50%
P66	SSA APPLICATION DEC SUP SPEC I	4.50%

I.2 - County and Union TA to CCL

I.3 - County and Union TA to CP 5/12/23 proposal to delete I.3
County agrees to UP 6/7/23 (keep I.3.4)

I.5 - County and Union TA to CCL 6/20/23 – I.5.2 - (Counseling and Unfavorable Reports)

I.6 - County Response: Decline 6/15/23 UP;
County holds to 5/12/23 proposal to keep CCL

I.6 – Supervisory Practices

I.6.1 – Changes

In the event of major changes in work expectations by Federal or State actions or level of service determinations made by the County, the Union and the County agree to meet and confer on adjustment of work expectations.

I.6.2 – Orientation

- a. All newly hired or newly promoted supervisors shall be given two (2) days of orientation prior to taking responsibility for the unit. In addition, forty (40) hours of training shall be provided and attended within one hundred and eighty (180) days of commencement of duties as supervisor.
- b. Employees in the social work series who, as the result of layoff, are displaced into the eligibility work series shall be given twenty-four (24) hours of training within the first thirty (30) working days after commencing their new duties.

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I.6.3 Supervision

Supervisors shall normally be expected to spend approximately twenty percent (20%) of their time reviewing the work of the unit. This expectation may be increased if the production of the unit falls below minimum performance standards.

Supervisors shall review and supervise the work of the unit to ensure that workers are engaged in performing at a level that meets Federal, State and County standards.

Social Services Program Managers shall involve supervisors in the process to encourage the use of evidence-based best emerging practices and the development of specific case review requirements.

County declines 6/26/23 Union proposal and holds to CCL

I.6.4 – Supervisory Ratio

The Social Services Agency recognizes that there is benefit to be received from achieving and maintaining appropriate spans of control for supervisors to ensure quality work is performed in each area.

County Response: Decline 6/26/23 UP County modifies 6/24/23 CP – 6.28.23

I.6.5 – Trainer Preparation Time

The County will provide adequate periods of training preparation when Social Work Training Specialist, Staff Development Specialist and Associate Staff Development Specialist design, develop, or deliver new, existing, or updated training as follows:

1. Preparation time of research, design, and development of new training (which includes curriculum, presentation, exercises/activities, practice, job aides/handouts & other miscellaneous): up to 14 hours per 1 hour of instructional time. depending on trainer knowledge, experience, and available resources.
2. For existing training where updates are required: up to 3 hours per 1 hour of training content. This only applies to the specific areas of the training content where revisions are required – it does not apply to the entire subject/topic presentation hours.
3. Preparation time to deliver a pre-existing training where updates are NOT required, where trainer has not previously presented the content and requires

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Page | 3

adequate time to familiarize themselves with the content and materials, including practicing presentation of materials: up to 2 hours per 1 hour of training content.

Additional preparation may be granted if the need arises or when management has made a major change in the trainer's assignment.

A discussion between the worker and their supervisor/manager shall occur to establish the appropriate amount of preparation time needed in preparation for a training based on the needs of the specific contents of the training as well as the knowledge and experience of the specific trainer.

I.6.6 – Staffing

- a) In all cases of promotion and transfer requests, supervisors shall have the opportunity to interview and recommend for selection the employee on the appropriate list to be transferred or assigned to the supervisor's unit.
- b) In case of administrative transfers, supervisors shall be consulted in advance of any assignment of a new employee and given the opportunity to offer objections and alternate assignment suggestions. The final decision will be made by management.

County declines 5/12/23 Union proposal and holds to CCL

I.6.7 – Uncovered Caseloads

Uncovered caseloads are those created by vacancies and other long-term absences. "Long-term" means an absence of more than twenty (20) working days or as determined by the supervisor in consultation with the manager.

Once a case is uncovered, the supervisor and manager will work in collaboration with each other to ensure that the cases are worked on and reassigned within the unit as soon as possible and to other units as needed. After 10 working days, the supervisor will notify the workers how uncovered cases will be handled.

Supervisors will make arrangements within their units to cover caseloads during preapproved vacations and short-term absences.

Cases in control (DEBS) shall not be handled by supervisors.

I.7.1 & I.7.2 - County and Union TA to CCL 6/26/23

I.7 – Premium Pay

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Page | 4

I.7.1 – On-Call Pay

- a) **Beepers or Cell Phones-**
Beepers or cell phones shall be provided to all employees when placed on on-call status. On-Call pay is subject to all provisions of Article 8, Section 8.7 On-Call Pay.

I.7.2 – Call-Back Pay

- a) If overtime work does not immediately follow or precede the regular work shift a minimum of four (4) call-back time shall be credited the employee. Supervisors who are assigned and authorized to respond to client, facility or recognized agent telephone calls without returning to work location, shall be credited with call-back pay of twenty-four (24) minutes or the actual time spent on the transaction, whichever is greater. Call-back pay is subject to all provisions of Article 8, Section 8.2 – Overtime Work of the Master Agreement. Employees will be credited for each call-back during a scheduled shift.
- b) **Non-Contiguous Overtime Pay**
If overtime work does not immediately follow or precede the regular work shift, a minimum of four (4) hours overtime shall be credited to the worker when up to four (4) hours of work is assigned. Non-contiguous overtime pay is subject to all the provisions of Article 8, Section 8.2 – Overtime Work of the Master Agreement. A worker is credited with a guaranteed four (4) hour minimum under this section for each occurrence of non-contiguous overtime during a scheduled shift except that a worker shall not be credited with an additional four (4) hour guaranteed minimum until the original four (4) hours has elapsed. Noncontiguous overtime will be voluntary.

County Response: Decline Union Proposal 6.26.23 (I.7.3) County holds to 6.24.23 CP

I.7.3 DFCS Pay Differential for Social Work Supervisors

Employees in the classification of Social Worker Supervisor who are in a Dependency Intake Unit, Continuing Unit, Voluntary Family Maintenance Unit, the CANC, Non-Minor Dependent Unit, Dually Involved Unit, Intensive Permanency Unit, Family Finding Unit, Adoption Finalization Unit, Resource Family Approval Unit, Post-Adoption Unit, Placement unit, Social Worker I Supervisors and Joint Decision Making Unit/Child and Family Team in Department of Family and Children Services, (DFCS), shall receive a differential of six (6%) percent of base wage.

Emergency Response Supervisors in the classification of Social Work Supervisor in Department of Family and Children Services, (DFCS), shall receive a differential of eight (8%) percent of base wage.

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Page | 5

Adult Protective Services (APS) - Social Work Supervisors regularly assigned to work in 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.

County Response: Decline 6/26/23 UP – Modifies 6/26/23 CP

I.7.4 Multilingual Differential

- a) The County will pay a differential of one hundred ninety dollars (\$190) a month to bilingual workers covered by the Social Services Supervisory Bargaining Unit. An additional twenty dollars (\$20) per month will be paid for a third language certification (trilingual), and an additional twenty dollars (\$20) per month for a fourth language certification (quadrilingual).
- b) The County and the Union shall meet at least once during the term of this Agreement to review the number and location of bilingual positions designated.
- c) First-line supervisors and staff support employees may receive bilingual pay if their positions have been designated as bilingual.
- d) Certification for a second language will be done in accordance with current bilingual certification procedures.

I.7.5 – Floater Differential

Eligibility Work Supervisors in Continuing CalFresh or CalWORKS units who are supervising an Eligibility Worker floater(s) shall be paid a differential of one dollar and fifty cents (\$1.50) per hour.

I.7.6 – Board of Behavioral Sciences (BBS) Differential

Social Work Supervisors who are licensed with a Board of Behavioral Sciences (BBS) license and are actively providing clinical supervision within the County of Santa Clara Social Services Agency shall be compensated annually at a flat rate of five-hundred dollars (\$500) payable in the month of March.

County and Union TA to CP 6/20/23

I.7.56 Transfer Opportunities

~~The County shall continue a transfer information system which workers will access online to obtain information on transfer opportunities for classifications within the Social Services Agency resulting from:~~

- ~~1. New positions authorized to the Agency, and~~
- ~~2. Vacancies resulting from promotion, resignation, termination, or transfer.~~

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Page | 6

~~Such~~ Transfer opportunities shall be listed with the transfer information system on a quarterly basis. Any necessary temporary administrative reassignments may be implemented within the Agency pending regular selection and assignment.

Positions listed with the transfer information system shall be listed for five (5) working days prior to filling the positions.

I.10 – Grievance Procedure County and Union TA 6/26/23 on modified language (CP)

I.10 – Grievance Procedure

The County and the Union recognize 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.

I.10.1 – 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 an employee's personal rights (i.e., discrimination, harassment) affecting the working conditions of the employees covered by this Agreement, except as excluded under Section 18 19.1(b) of the Master Agreement.

b) **Matters Excluded From Consideration Under the Grievance Procedure**

1. Disciplinary actions taken under Section 708 of the County Charter.
2. Probationary release of employees.
3. Position classification.
4. Workload/Caseload, except as provided in Article 7.
5. Merit System Examinations.
6. Items requiring capital expenditure.

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Page | 7

7. Article 2 – (No Discrimination) of the Master Contract

8. Items within the scope of representation and subject to the meet and confer process.

I.10.2 – Grievance Presentation

Employees 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 employees, 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 employees represented by the Union without notification to and consultation with the Union.

I.10.3 – 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 an employee 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.

I.10.4 – Notice/Time Limits

Notices shall be considered given/presented when deposited in the U.S. Mail and addressed to the last known address or when personally delivered. 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, the grievance shall move to the next step.

I.10.5 – Informal Resolution

It is agreed that employees will be encouraged to act promptly through informal discussion with their immediate supervisor on any act, condition or circumstance which is causing employee dissatisfaction and to seek action to remove the cause of dissatisfaction before it serves as the basis for a formal grievance. A meeting should normally take place if it is agreed by the parties that such meeting would assist in clarifying or resolving the grievance. The employee may be accompanied by his/her steward or chief steward at the informal meeting.

Any resolution reached at the informal step must be in accordance with the provisions of this agreement or other rule or ordinance.

I.10.6 – Formal Grievance

a) **Step One**

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Page | 8

Within fifteen (15) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing 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 employee to enter the grievance.

The County shall respond in writing within fifteen (15) working days of receipt of the grievance. A copy of the decision shall be sent to the person identified in (7) above and the grievant(s). A copy shall be sent to the Union and this copy shall dictate time limits. At this step, a meeting shall be held prior to the County's response upon request of either party.

b) **Step Two**

If the aggrieved continues to be dissatisfied, he/she may, within fifteen (15) working days after receipt of the first step decision, present to the County Executive's designated representative a written request that the grievance be referred to an impartial arbitrator.

The County shall request a list of seven arbitrators from the State Mediation and Conciliation Service within five (5) working days of receipt of the request for arbitration.

c) **Step Three – Pre-Arbitration Meeting**

Prior to grievances being arbitrated, they shall be reviewed by Union and Management at a Pre-Arbitration Meeting.

The parties will review all pertinent information and attempt to reach a settlement.

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Page | 9

I.10.7 – Arbitration

- a) All grievances unresolved at the Pre-Arbitration Meeting shall be heard by an arbitrator.
- b) The County and the Union shall select the arbitrator by mutual agreement or by each side striking one name from a list of seven (7) provided by the State Mediation and Conciliation Service. The arbitrator shall be advised that the arbitration will be conducted according to the following rules and agree to abide by them:
 1. Arbitration proceedings shall be reported at the request of either party and the court reporter's fee will be shared equally by the parties. If a transcript is ordered by the arbitrator and/or both parties, the cost will be shared equally. If only one party orders a transcript, that party shall pay for it.
 2. The parties shall generally be represented by staff advocates, unless either party requests that attorneys be utilized. Staff advocates shall present their cases in accordance with standard rules of evidence and accepted arbitrable conduct.
 3. At the conclusion of the hearing, each party shall present an oral summation of its position. Post-hearing briefs shall not be submitted unless otherwise mutually agreed or requested by the arbitrator.
 4. The arbitrator shall render his or her decision in writing within thirty (30) days after each party has presented and summarized its case.
 5. The arbitrator shall be paid a flat fee for each day of hearings, regardless of the number of cases argued during that day's 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 employee or the Union and the County, provided employee grievances shall be arbitrable only at the expressed request of the employee 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.

I.10.8 – Arbitration Release Time

- a) The employee 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 employee is scheduled to appear. In the case of a group grievance, release time will be granted for the designated

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Page | 10

spokesperson for the entire hearing. Release time will also 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 employee's own leave time - provided the absence does not unduly interfere with the performance of service.

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Page | 11