

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

**Tentative Agreements for Appendix G – Social Service Unit**  
as of  
June 26, 2023

Shared with SEIU via email on Wednesday, June 28, 2023

**County and SEIU agree to TA G.7 Section 7.1 NEW paragraph, and CCL for sentences between pp (e & f); changes below (pg.2)**

h) Beginning with the Social Workers in the Academy that graduated in May 2023, Social Workers who join an Emergency Response (ER) Unit in the Department of Family and Children's Services (DFCS) and remain in an ER Unit for one (1) year of paid service in good standing, based on the date they graduate from the Social Work Academy, shall receive a one-time incentive payment of one thousand five hundred dollars (\$1500.00).

***This sentence falls between items (e) and (f) in the current MOA:***

During the term of this contract, no worker shall receive a loss in pay due to a reclassification. No loss in pay shall include any differential outlined in the MOA.

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County Chief Negotiator  
Kristen Sweet, Labor Relations

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SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator

**County and SEIU agree to TA CCL for G.8 Section 8.2; below (pg.3)**

**Section 8.2 – Call-Back Pay**

- 1) If overtime work does not immediately follow or precede the regular work shift a minimum of four (4) hours call-back time shall be credited the worker.
  
- 2) Social Workers assigned to Child Welfare Continuing, Emergency Response, or other Social Workers 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 Section 8.2 of the Master Agreement (Overtime Work). Workers will be credited for each call back during a scheduled shift.

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Andrea Hightower, Senior Coordinator

**County and SEIU agree to TA G.8 Section 8.4; changes below: (pg. 4, 5 & 6)**

**Section 8.4 – Lateral/Administrative Transfer Opportunities and Requests**

a) Transfer Opportunities

The County shall continue a transfer information system, which workers access on-line to obtain information on transfer opportunities for classifications within the Social Services Unit resulting from new positions authorized to the Department, and vacancies resulting from promotion, demotion, resignation, termination, or transfer.

1. Job announcements for the quarterly ~~biannual~~ transfer list/s shall be posted for ten (10) working days.
2. The job announcement will have supplemental questions that allow the employee to choose transfer preferences such as but not limited to:
  - Language
  - Department/Program
  - Geographical Location (eg. North, Central, South County)
  - Shift
  - Full Time/Part Time
3. Workers who apply on the ~~biannual~~ to be a quarterly transfer list, only need to do so once per calendar year, unless they wish to change their transfer preference selected pursuant to section 2 above. On each subsequent ~~biannual~~ quarterly posting for the rest of during the remainder of the calendar year, the active names from the previous quarterly ~~biannual~~ transfer list will be merged with the current quarterly ~~biannual~~ list by seniority.

For example, if a worker applies in a quarterly ~~biannual~~ period to be on one or more transfer list/s, (~~February and August~~) and he/she ~~does~~ they do not modify his/her ~~their~~ transfer preference selected pursuant to section 2 above, his/her ~~their~~ name will be included on the subsequent quarterly ~~biannual~~ transfer list/s (~~August~~) with the preferences already selected, ~~in the initial (February) biannual period.~~

Once this process is completed, the newly created quarterly ~~biannual~~ transfer list shall be considered the most current transfer list. ~~At each February~~ With the first transfer posting in any calendar year, the entire list from the previous calendar year will be abolished and started anew. ~~period the previous year's list will be abolished and started anew.~~

For informational purposes only, an announcement of the vacant position(s) under recruitment shall be made by the department while the quarterly ~~biannual~~ transfer list for the vacant position(s) is being generated. Open-competitive or promotional recruitments, when

requested by the hiring manager, may be conducted concurrently with transfer postings.

4. To be eligible to apply and to remain on the ~~a biannual~~ quarterly transfer posting, list a worker must: 1) meet the applicable employment standards; 2) be probationary or permanent; and 3) fall within the transfer band.
5. An employee is not limited to responding only to transfer postings at their own level in the classification series, i.e., class-to-class transfers. Rather, they may apply to a transfer posting for any level of their classification. To be eligible for transfer opportunities, the employee must apply to each classification level they are interested in to then be eligible for corresponding transfer opportunities, pursuant to Section 8.4.4.

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When a manager submits a requisition for an alternately staffed position, II position, or a III position, the applicant list provided will match the criteria in the requisition/s and include up to ten (10) applicants, based on seniority. Applicants who have indicated criteria that matches the posting will be put forward, thus the applicant list the manager receives may include II's and/or III's.

6. Approximately one month prior to commencement of the on-the-job training of the Eligibility Worker Is in induction training, the County may withhold from the quarterly ~~biannual~~ transfer process Eligibility Worker II vacancies that the County anticipates filling with candidates who complete induction training. After the required number of vacancies are filled by the current inductees, any remaining Eligibility Worker II vacant positions shall be made available for the transfer process.
7. To be removed from the quarterly ~~biannual~~ transfer list, workers must submit a request in writing to Human Resources.

If there are ten (10) or more names of qualified workers on the transfer list, based on days of accrued service the County will interview the hiring manager will be provided an applicant list with the ten (10) most senior qualified workers, based on days of accrued service. And select one to hire. If any of the ten (10) most senior transfer applicants waive the opportunity to interview for a specified position, the hiring manager may request additional applicants so that up to ten (10) qualified workers can be interviewed. A hiring manager who interviews ten (10) qualified workers, must offer the position to one (1) of the ten (10) applicants interviewed.

If there are less than ten (10) qualified workers, then the appointing authority may request the appropriate Merit System eligible list. The filling

of vacancies by transfer shall be consistent with Merit System Rule Section A25-184c.

8. Workers who transfer to another position in a different classification must serve a new probationary period as required under County ordinance section A25-175.
- ~~8. Medical Social Workers shall follow Appendix G Section 7.4.a Transfer Opportunities, unless a departmental agreement or side letter is negotiated, that includes transfer language that applies to Medical Social Workers. If other transfer language is negotiated and it includes the Medical Social Workers, it shall supersede this section.~~  
*MSW lateral transfer addressed at APT Unit table.*
9. Appendix G, Sections 8.4(a) and (b) do not apply to workers in the Eligibility Worker I classification.
10. The County, when requested, shall provide the Union with an updated transfer seniority list in March and September.

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County Chief Negotiator  
Kristen Sweet, Labor Relations

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SEIU 521 Chief Negotiator  
Andrea Hightower, Senior Coordinator

**County and SEIU agree to TA G.9 Section 9.7(f); changes below: (pg. 7)**

e) ~~This policy fulfills the obligation under Section 8.2(d) of the Joint Memorandum of Agreement between County and Local 521, SEIU, to distribute overtime work assignments equally.~~

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Kristen Sweet, Labor Relations

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Andrea Hightower, Senior Coordinator

**County and SEIU agree to TA G.9 Section 9.8 intro 9.8(1)(d); changes below: (pg. 8)**

Non Minor Dependent: ~~Dependency: No more than 20 young adults~~

Social workers shall have cases assigned in alignment with the following caseload standard:

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

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

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