

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

County of Santa Clara

County 2nd Proposal for Appendix G – Social Service Unit
and
Response to SEIU Proposal of 05/17/23 and 5/25/23 table discussion

Presented in person on Friday, May 31, 2023

Document Key:

- Proposed deletions represented in ~~strikethrough~~
- Proposed new language represented in **bold highlight**
- 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 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 Proposal Guide
May 31, 2023

G.1	Salaries, Job Code, Realignment	Open – as Modified
G.2	Master Sections that Exclude SSU	Open – Maintain County Proposal
G.3	Union Security	TA CCL – 5/31/23
G.4	Official Representatives and Stewards	TA CCL for 4.1 & 4.2 – 5/31/23; Open for 4.3 w/ response to 5/17/23 UP
G.5	Layoff	TA - 5/31/23
G.6	Personnel Actions	Open – as Modified & response to 5/17/23 UP
G.7	Pay Practices	Open – as Modified & response to 5/17/23 UP
G.8	Hours of Work and Premium Pay	Open – as Modified & response to 5/17/23 UP
G.9	Workload Standards	Open – as Modified & response to 5/17/23 UP
G.10	Leave Provisions	TA G10.1, 10.2 (a,b,c,d,e,f) & 10.3 Open for NEW 10.2g w/ response to 5/17/23 UP
G.11	Workers in Unclassified Positions	CP Withdrawn in favor of CCL
G.12	Grievance Procedures	Open – as Modified & response to 5/17/23 UP
G.13	Strikes and Lockouts	TA CCL – 5/31/23
NEW G.14	Personal Protective Equipment	Response to 5/17/23 UP
Side Letters		Open – Maintain County Proposal & response to 5/17/23 UP
<ul style="list-style-type: none">• Agreement Between SEIU and DAAS, IHSS & County• SSU DFCS Floater Pilot and Differential• SSU DFCS Over Standard Pilot and Differential• County, SSU & SEIU Workload Committees• Contracting Out Pilot		

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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 A Wage Chart Rates effective June 2022

Chart below reflects job code change proposal, not a wage proposal

Appendix G Job Classifications

ELIGIBILITY EXAMINER	E50	40.929	42.910	45.012	47.213	49.521
ELIGIBILITY EXAMINER - U	E56	40.929	42.910	45.012	47.213	49.521
ELIGIBILITY WORKER I	E47	29.632	31.064	32.539	34.118	35.763
ELIGIBILITY WORKER I - U	Z47	29.632	31.064	32.539	34.118	35.763
ELIGIBILITY WORKER II	E46	33.479	35.092	36.792	38.559	40.440
ELIGIBILITY WORKER II - U	Z45	33.479	35.092	36.792	38.559	40.440
ELIGIBILITY WORKER III	E45	37.846	39.666	41.581	43.608	45.734
ELIGIBILITY WORKER III - U	Z43	37.846	39.666	41.581	43.608	45.734
MEDICAL SOCIAL WORKER I	Y04	42.396	44.468	46.653	48.939	51.321
MEDICAL SOCIAL WORKER I - U	Y0E	42.396	44.468	46.653	48.939	51.321
MEDICAL SOCIAL WORKER II	Y03	46.884	49.169	51.573	54.068	56.729
MEDICAL SOCIAL WORKER II - U	Y0D	46.884	49.169	51.573	54.068	56.729
PROGRAM SERVICES AIDE	E65	33.410	35.050	36.730	38.505	40.387
SOCIAL SVCS APPEALS OFFICER	Y4B	41.517	43.556	45.680	47.900	50.244
SOCIAL WORKER I	Y3A	36.797	38.565	40.431	42.400	44.466
SOCIAL WORKER I - U	W06	36.797	38.565	40.431	42.400	44.466
SOCIAL WORKER II	Y3B	40.520	42.509	44.578	46.765	49.046
SOCIAL WORKER II - U	W02	40.520	42.509	44.578	46.765	49.046
SOCIAL WORKER III	Y3C	44.712	46.901	49.193	51.585	54.100
SOCIAL WORKER III - U	W07	44.712	46.901	49.193	51.585	54.100
TEACHING-HOMEMAKER II	H19	33.603	35.229	36.921	38.707	40.603

APPENDIX G – SOCIAL SERVICES UNIT

G.1 – Salaries

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

County Response: modify to accept UP to add YES classification to SSU Appendix, maintain CP including to remove MSW classification series; MSW series will be added to APT Appendix. **Recommend Contingent TA**

**Note: the YES/MSW portion of this proposal is contingent on the APT Unit also agreeing; the APT Unit would need to remove YES classification and add the Medical Social Worker classification.*

Job Code	Job Title
E50	Eligibility Examiner
E56	Eligibility Examiner-U
E47	Eligibility Worker I
Z47	Eligibility Worker I -U
E46	Eligibility Worker II
Z45	Eligibility Worker II-U
E45	Eligibility Worker III
Z43	Eligibility Worker III -U
Y04	Medical Social Worker I
Y0E	Medical Social Worker I-U
Y03	Medical Social Worker II
Y0D	Medical Social Worker II-U
E65	Program Services Aide
Y4B	Social Services Appeals Officer
Y3A	Social Worker I
W06	Social Worker I-U
Y3B	Social Worker II
W02	Social Worker II-U
Y3C	Social Worker III
W07	Social Worker III-U
H19	Teaching Homememaker II
D20	Youth Engagement Specialist

County Response: counter to 5/17/23 UP

Realignments:

JOB CODE	CLASSIFICATION	REALIGNMENT
E50	ELIGIBILITY EXAMINER	9.00% 0%
E56	ELIGIBILITY EXAMINER - U	9.00% 0%
E47	ELIGIBILITY WORKER I	1.12% 0%
Z47	ELIGIBILITY WORKER I - U	1.12% 0%
E46	ELIGIBILITY WORKER II	0.50% 0%
Z45	ELIGIBILITY WORKER II - U	0.50% 0%
E45	ELIGIBILITY WORKER III	0.50% 0%

Z43	ELIGIBILITY WORKER III - U	0.50% 0%
Y04	MEDICAL SOCIAL WORKER I	2.00% 0%
Y0E	MEDICAL SOCIAL WORKER I - U	2.00% 0%
Y03	MEDICAL SOCIAL WORKER II	2.00% 0%
Y0D	MEDICAL SOCIAL WORKER II - U	2.00% 0%
E65	PROGRAM SERVICES AIDE	1.00% 0%
Y4B	SOCIAL SVCS APPEALS OFFICER	1.00% 3.28%
Y3A	SOCIAL WORKER I	3.00% 0%
W06	SOCIAL WORKER I - U	3.00% 0%
Y3B	SOCIAL WORKER II	3.00% 0%
W02	SOCIAL WORKER II - U	3.00% 0%
Y3C	SOCIAL WORKER III	3.00% 0%
W07	SOCIAL WORKER III - U	3.00% 0%
H19	TEACHING HOME MAKER II	0.05%

County Response: maintain CP

G.2 – Master Sections That Exclude SSU

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

Section	3.7	New Worker Orientation (G3 replaces)
Section	4.1(a b c)	Official Representatives (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
Section	5.10	Re-employment List (G5.3 replaces)
Section	5.12	Names Dropped From Reemployment List
Section	6.4	Counseling and Unfavorable Reports
Section	6.13	Lateral Transfers
Section	8.8	Non-Contiguous Overtime Guarantee (G8.2 replaces)
Section	8.11	Temporary Work Location (G8.3 replaces)
Section	8.12	Bilingual Pay
Section	8.17	Notary Public Differential
Section	12.9	Educational Leave and Tuition Reimbursement Fund (G10.2 replaces)
Section	12.14	Education Reimbursement Committee
Section	12.15	Drivers Licenses

County Response: accept UP 05/17/23 to TA CCL for G.3

G.3 – Union Security

New Worker Orientation

The Union shall be allowed a Representative at departmental training for new workers. Such Representative shall be allowed one (1) hour to make a presentation and answer questions of workers in classifications represented by the organization. The Union may present packets to represented workers at departmental training, such packets being subject to review by the County. The County or department, where appropriate, will notify the Union one (1) week in advance of such training sessions.

County Response: accept UP 05/17/23 to TA CCL for G.4.1 & 4.2 with all subparts

G.4 – Official Representatives and Stewards

Section 4.1 – Official Representatives

- a) The Union agrees to notify the County of their Official Representatives of the representation unit and changes in such Representatives. They may also designate alternates to such Official Representatives for purpose of specific meetings by advance notice to the appropriate level of Management. The County agrees to provide release time to no more than three (3) Official Representatives at a given meeting for the following purposes:
 1. Attendance at meetings with Management, either at the Departmental or County-wide level.
 2. Attendance at meetings of the Board of Supervisors.
 3. Attendance at meetings of the County Personnel Board (non-disciplinary hearings).
- b) Official Representatives and/or alternates shall notify their supervisor of their intention to be on release time as far in advance as reasonably possible but no later than the end of normal business hours the day before such meeting, except in emergency situations. A log of hours and dates will be maintained by the immediate supervisors and submitted to the designated office monthly. The Union agrees, insofar as possible, that meetings with Management shall be arranged in advance, with notification to the appropriate level of Management of the Official Representatives planning to attend.
- c) It is agreed that the time necessary for representation will be recognized by the County for meetings with Management. Management agrees to arrange release time with the Official Representative's supervisor, if necessary.
- d) When requested by the Union, and with prior approval of his/her manager, additional stewards or subject matter experts may attend a monthly labor/management meeting. By mutual advance agreement of the union and management, additional SMEs may be invited to the meeting.

Section 4.2 - Worker Contact with Stewards

- a) If a worker has a grievance and wishes to discuss it on County time with a designated Steward, ~~he/she~~ **they** shall be allowed the opportunity within a reasonable amount of time to verify if his/her designated Steward is present and available to be seen. If the Steward is present and available, the worker shall sign out on the Unit Sign-Out Log, indicating the Steward's name and work location. Upon return, the worker shall note the time returned in the Log.
- b) The parties agree that in handling grievances, the worker and the Steward will use only the amount of time necessary to handle the grievance.
- c) The steward will inform the worker's supervisor or front office staff when entering the area.

County Response: awaiting modified UP specifying number of official representatives following 05/17/23 discussion; County cleanup proposal accepted

Section 4.3 - Official Representative & Chief Steward Workload Reduction

Workload reduction—Official Representatives and Stewards shall have the right to participate in activities of their Union, including their functions as provided in this Agreement, and these rights shall not be restrained or interfered with, and the Department shall not discriminate against Official Representatives or Stewards by assigning caseloads or giving work assignments in excess of the Standards designated for their job classification or function for this reason. The County agrees to provide a workload reduction for Official Representatives and the Chief Steward for purposes of their representational functions. The total reduction will not exceed one hundred fifty **percent** (150%) of one (1) worker's workload, distributed between not more than six Official Representatives including the Chief Steward.

County Response: accept UP 05/17/23 to all parts of G.5; recommend TA full G.5

G.5 – Layoff

Section 5.1 - Seniority Defined

Except as otherwise provided in Sections 5.2 and 6.8 (in Master), seniority is defined as days of accrued service within any coded classification with the County. Days of accrued service shall be either the number computed and reported on the worker's paycheck or that number as modified by operation of the following provision of this section and/or the provisions of Section **G.5.4** (in SSU).

Section 5.2 – Order of Layoff

When one (1) or more workers performing in the same class in a County Department/Agency are to be laid off, the order of layoff in the affected Department/Agency shall be as follows:

- a) Provisional workers in inverse order of seniority.
- b) Probationary workers in inverse order of seniority.
- c) Permanent workers in inverse order of seniority, subject to the following provisions:

This covers all programs **in the Social Services Unit.** SSU

Bilingual workers shall be selectively retained in seniority order based on the need as determined by above. Any worker who is selectively retained to fill these bilingual needs shall be required to pass a certification test and upon passing, will not be required to be retested for the same language during the term of his/her employment.

Such determination shall be by Department/Agency, based on total monthly applications/referrals from April 1 the previous year to March 31 of the current year. The determination shall be subject to impartial fact finding should the parties disagree. The need for bilingual workers by language shall be determined based on the following formulas:

- Total number of active cases as of April 1 of the current year;
- Total # **number** of funded/authorized positions as of April 1 of the current year in Intake and also in Continuing.

Where caseload standard maximums exist:

Intake: (Total number of applications*/referrals/cases of second language from previous year divided by 12) divided by (monthly intake standard multiplied by .8) = total number of second language workers needed in the Department/Agency in order to retain workers out of seniority order.

** Including applications in "pending" status*

Continuing Caseload Assignments: (Total number of current active cases of second language) divided by (caseload standard multiplied by .8) = total number of second language workers needed in the Department/Agency in order to retain workers out of seniority order.

When the above formula results in a fraction of a worker and that fraction is .5 or above, the result will be rounded up to the next whole number.

Where no caseload standards exist or where task-based assignments do exist:

Intake: (Total number of applications/referrals/cases of second language from previous year divided by 12) divided by (monthly average applications/referrals/cases per worker multiplied by 0.8) = total number of second language workers needed in the Department/Agency in order to retain workers out of seniority order.

Continuing: (Total number of current active cases of second language) divided by (average cases per worker multiplied by 0.8) = total number of second language

workers needed in the Department/Agency in order to retain workers out of seniority order.

When the above formula results in a fraction of a worker and that fraction is 0.5 or above, the result will be rounded up to the next whole number.

Section 5.3 – Reemployment List

The names of such probationary and permanent workers reassigned or laid off in accordance with Section 5.7 (in Master) of this Article shall be entered upon a reemployment list in inverse order as specified under Section 5.2 in SSU. When a vacancy exists and the Department/Agency requests certification, the vacancy shall be filled as follows:

- a) If the bilingual need is being met, the person standing highest on the reemployment list for that class shall be offered the appointment.
- b) If the bilingual need is not being met, selective certification for the bilingual need shall be used prior to outside recruitment.
- c) Regardless of the bilingual need, one of every four vacancies shall be filled in seniority order.

Workers on reemployment lists shall retain the right to take promotional exams and/or receive promotional preference on exams.

Section 5.4 – Names Dropped from Reemployment List

No name shall be carried on a reemployment list for a period longer than three (3) years, except workers shall remain on the list and accrue seniority (for purposes of this Article) while workers with less seniority are retained. The names of workers reemployed in a permanent position within the same classification shall, upon such reemployment, be dropped from the list. Refusal to accept one of two offers of reemployment within the same classification, shall cause the name of the worker to be dropped from the reemployment list.

Section 5.5 – Job Security and Training

The Union and the County agree that it is in the best interest of the workers, managers, clients and residents of Santa Clara County to have a stable, highly qualified and effective workforce. In order to maintain this workforce and to mitigate layoffs due to contracting out, reengineering or job combinations/redesigns, and as a part of the Inplacement program, the parties agree to establish a joint labor-management committee at the appropriate time to identify potential retraining needs and to work cooperatively to secure training funds.

Section 5.6 – Administrative Transfer Due To Layoff

- a) A worker who is to be administratively transferred due to the impact of a layoff shall be allowed to select, on a seniority basis, an available transfer in the same

classification within the Department.

- b) For the purposes of layoff, the County and the Union will meet with Human Resources to discuss outstanding concerns of placement, including but not limited to, alternately staffed codes. If agreement cannot be reasonably reached, then such decision shall not violate any section of this MOA or the Merit System Rules.

G.6 – Personnel Actions

County Response: maintain CP

Section 6.1 – Counseling and Unfavorable Reports

a) Counseling

In the event that a worker's performance or conduct is unsatisfactory or needs improvement, the worker's first-line supervisor shall provide informal verbal or written counseling. Counseling should normally be separate from on-going worksite dialogue and should address performance or conduct which requires improvement. Documentation of such counseling shall be given to the worker at the time of the counseling and shall not be placed in the worker's personnel file and when the situation allows counseling shall be used prior to any unfavorable reports being issued.

No written counseling and or documentation of verbal counseling shall be used for discipline provided no related personnel action was taken within 2 years of date of issuance.

b) Unfavorable Reports on Performance or Conduct

If upon such counseling a worker's performance or conduct does not improve and disciplinary action could result, a written report shall be prepared by the supervisor including specific suggestions for corrective action, if appropriate. A copy shall be given to the worker and a copy filed in his/her personnel file. No unfavorable reports shall be placed in a worker's file unless such report is made within fifteen (15) working days of the County's knowledge of the occurrence or incident which is the subject of this report. Where applicable the counting of the fifteen (15) working days shall begin at the conclusion of an official investigation. ~~conducted by an Internal Affairs Unit, Law Enforcement Agency or a government entity with investigative authority. The government entity in question is not the Health and Hospital Services or the Social Services Agency.~~ Provided no additional report has been issued during the intervening period, each report shall be removed from the worker's file at the end of two (2) years except unfavorable reports involving charges as listed in Merit System Rule A25-301 (a) 4 and (b) 2.

Workers shall have the right to grieve the factual content of unfavorable reports, and/or attach a written response to the report for inclusion to their personnel file.

c.) Workers on this appendix **subject to Appendix G** are **also** subject to provisions 6.2 (**Administrative Investigation**) and 6.3 (**Philosophy of Discipline**) of the Master Agreement

County Response: modified to align with 5/25/23 discussion; recommend TA

Section 6.2 – Performance Appraisal

~~The Union and the County have met in good faith on the implementation of an Annual performance Appraisal System for workers in this bargaining unit.~~

Pursuant to California requirements for Social Service Agencies, annual performance appraisals shall occur and appraisals shall be maintained in the employee’s personnel file.

It is the intent of the parties to foster a positive system which is designed to provide workers and supervisors a process to openly and positively focus on the achievements of individual and organizational goals and objectives, and to provide feedback on areas needing attention and improvements. ~~The specific elements of agreement are as follows:~~

- a) ~~Appraisals shall be issued and completed and reports issued between January and March of each year of the Agreement.~~ **annually within each calendar year.**
- b) Joint Union-Management committees shall reconvene as needed to review and suggest revisions where appropriate in performance appraisal reports. Any revisions in the performance appraisals require an agreement between the Union and Management.
- c) A worker who is dissatisfied with his/her appraisal may request and receive a review as outlined in the respective Performance Appraisal Process.
- d) ~~The first annual appraisal report shall not be placed in the worker’s personnel file. Subsequent annual appraisal reports shall be placed in the worker’s personnel file.~~
- e) Appraisals will not be used by the County, the worker or the Union in the disciplinary process or for the purpose of transfers or for the purpose of promotions.

G.7 – Pay Practices

County Response: reject 5/17/23 UP; hold pending Main Table discussion re: UP on Art 8 Section 8.12 (bilingual differential)

Section 7.1 - Differentials

- a) Bilingual, Trilingual, Quadrilingual and Additional Language Differentials
The County will pay a differential of one hundred ninety (\$190) a month to bilingual workers covered by the Social Services Bargaining Unit. An additional twenty dollars (\$20) per month will be paid for each additional language certification.
- b) Eligibility Worker III-Intake Differential

Eligibility Worker IIIs performing an Intake function will receive a seven and one-half percent (7.5%) differential above their base rate.

County Response: maintain counter to 5/17/23 UP

- c) Eligibility Worker II-Intake Differential
During ~~periods of projected peak work load,~~ **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 EWIII in intake, subject to section 7.3 of the Master Agreement (Effect of Promotion, Demotion or Transfer on Salaries)

County Response: reject 5/17/23 UP for NEW Sections & numbering of G7 7.1(d, e, f, g, h, i, j, k & l) as proposed

County Response: maintain counter to 5/17/23 UP

- d) Lead Differential
When lead duties are not included as part of a job description, workers in this bargaining unit, ~~Workers in the classifications of Social Worker II, Social Worker III, and Eligibility Examiner (in the Appeals Unit, Quality Assurance, Quality Control Unit or I.E.V.S. Unit)~~ when assigned to function in a lead capacity in their unit shall be paid a differential at a rate of approximately five percent (5%) (one full salary range) higher than that specified for regular positions in the respective classifications and receive a ten percent (10%) workload reduction. Prior to assignment of Leads an announcement must be made to ask for applicants/volunteers within the unit and interviews shall be conducted.
- e) ~~Medical Social Worker II Lead Differential~~
~~Designated Medical Social Worker II's shall be compensated approximately five percent (5%) based on the employee's range and step, when assigned a full range of lead duties.~~

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.

County Response: modified Counter to 5/17/23 UP (add SWI to DFCS floater language)

- e) ~~DEBS Floater Differentials differential~~
DEBS
The County may provide workload balancing, for authorized absences and uncovered workloads through the utilization of DEBS Floaters (Eligibility Worker III's) Eligibility Worker II's will be paid a differential of three dollars (\$3.00) per hour when doing floater work.
- DFCS**
The Department may assign SWI's, SWII's and/or SWIII's as floaters when there is a need to increase the number of workers in a specific unit/program relating to concerns such as employee absences, workload balancing, and

temporary program workload increases. DFCS floaters will be paid a differential of three dollars (\$34.00) per hour while performing assigned floater work. The Department will maintain a volunteer list of those workers willing to serve as floaters.

County Response: counter to 5/17/23 UP

- 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, **Intensive Permanency Unit, Family Finding Unit** and Adoption Finalization Unit, in Department of Family and Children Services, (DFCS), shall receive a differential of six percent (6.00%) of base wage.

Employees in the classification of Social Worker II and Social Worker III who are regularly assigned to an Emergency Response Unit in Department of Family and Children Services, (DFCS), shall receive a differential of eight percent (8%) of base wage.

- g) **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 two (2) years 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-two-hundred and fifty dollars (\$1250.00).**

County Response: maintain CP; cleanup and aligns with 5/17/23 U counter; recommend TA

Section 7.2 – Temporary Supervisory Assignment- Vacant Codes

- a) **A temporary** Temporary-supervisory assignment may be assigned **made** to cover vacant regular codes after ordinance code provisions for filling such vacancies have been followed and with approval of the Director of Personnel that the incumbent meets the minimum qualifications of the Supervisory classification. When a worker is assigned all the significant duties of a higher supervisory class of Eligibility Work Supervisor, Social Services Program Manager, Social Work Supervisor, Social Services Analyst, Social Service Program Control Supervisor, ~~Director Medical Social Services~~, the worker will receive pay consistent with the promotional pay procedure as set forth in Section 7.3 of the Master Agreement (Effect of Promotion, Demotion or Transfer on Salaries), commencing on the first such working day.
- b) A worker temporarily assigned a temporary supervisor assignment shall receive the pay for:
1. Holidays when the worker is assigned temporary supervisory assignment the day prior to and following the holiday.

2. Sick leave absences when the worker is assigned temporary supervisory assignment and while absent is not relieved by the incumbent or by another worker assigned temporary supervisory assignment in the same position.

c) WOOC will be given access to all necessary programs to fulfill WOOC duties.

County Response: modified counter to 5/17/23 UP (remove number in second paragraph)

Section 7.3 – Acting Unit Supervisor-Occupied Codes

- a) An acting supervisor may be assigned by the appropriate manager to cover occupied codes for any absence period of one **(1)** workday or greater for the Eligibility Work Supervisor, Social Work Supervisor, ~~Social Work Coordinator II, Social Service Program Control Supervisor,~~ **or for a Social Services Analyst with supervisory responsibilities.** ~~or Director Medical Social Services classifications.~~

The assigned worker(s) shall receive pay consistent with Section 7.3 of the Master Agreement (Effect of Promotion, Demotion or Transfer on Salaries) commencing on the first (1st) working day. This Section is limited to the ~~five (5)~~ classifications mentioned above.

- b) Workers in a unit who desire to WOOC shall provide their names to management and have the opportunity to WOOC by rotation. The list shall be shared in the unit. The list will be sorted in the following order to create the rotation:

- 1) Highest classification-by seniority, as defined in Section 5.1 of Appendix G.

- 2) Next highest classification-by seniority, as defined in Section 5.1 of Appendix G.

- 3) For continuing Eligibility Workers in DEBS, the Eligibility Worker III shall have the first opportunity to WOOC for the Eligibility Work Supervisor in their unit. If the Eligibility Worker III is not available to WOOC or does not want to WOOC, then a WOOC list will be created under items 1 and 2 above.

- c) Under normal circumstances the acting supervisor in Intake Units shall be taken off the line for the assignment period. In DEBS Continuing no new cases may be assigned to the acting supervisor during the period of the temporary assignment unless the weighted caseload falls below eighty percent (80%) of the appropriate caseload standard. If the assignment is four (4) weeks or more, new cases will not be assigned unless the weighted caseload falls below 65%.

- d) WOOC will be given access to all necessary programs to fulfill WOOC duties.

G.8 – Hours Of Work And Premium Pay

Section 8.1 – Beeper / Cell Phones/Electronic Devices

Beeper, cell phones, or electronic devices shall be provided to all workers when placed on on-call status.

County Response: maintain proposal pending Main Table discussion re: UP on Art 8 Section 8.8

Section 8.2 – Call-Back Pay

- a) If overtime work does not immediately follow or precede the regular work shift, **and the worker is required to leave home and return to a recognized County work location,** a minimum of ~~four (4)~~ **two (2) hours of call-back overtime shall be credited to the worker.** ~~call-back time shall be credited the worker~~
- b) 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.

Section 8.3 – Temporary Work Location

When a Worker is assigned to work at a location different from his/her regular work location, the County will either supply transportation or pay mileage based on the additional distance driven as the result of the temporary assignment.

No mileage will be paid for home-to-work/work-to-home travel except for those miles in excess of the distance from the worker's home to the regular work location. Travel time will be paid only for travel between work locations when a worker is assigned to report to the regular work location before or after reporting to the temporary work location. Except in the case of emergency the County shall notify the worker and SEIU Local 521 at least two weeks prior to assigning any worker to a location different from his/her regular work location.

County Response: maintain counter to 5/17/23 UP; hold pending Main Table side-table discussion re: Art 6 Section 6.13 (transfer parameters)

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~~ **An announcement for workers to apply to be on one or more** ~~biannual~~ transfer list/s shall be posted for ten (10) working days **and shall happen four (4) times each calendar year.**
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
 - Location (North, Central, South County)
 - Shift
 - Full Time/Part Time
3. Workers who apply on ~~the biannual~~ to be **on one or more** 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~~ **transfer list** posting for ~~the rest of~~ **during the remainder of** the calendar year, the active names from the previous ~~biannual~~ transfer list will be merged with the current ~~biannual~~ list by seniority.

For example, if a worker applies in a ~~biannual~~ period to be **on one or more transfer lists**, ~~(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 ~~biannual~~ transfer list/s ~~(August)~~ with the preferences **already** selected, ~~in the initial (February) biannual period.~~

Once this process is completed, the newly created ~~biannual~~ transfer list shall be considered the most current transfer list. ~~At each February~~ **Prior to the first transfer** posting in any calendar year, **the entire list from the previous calendar year will be abolished.** ~~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 ~~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. **Transfer applicant interviews will be completed prior to interviews for open-competitive or promotional candidates.**

4. To be eligible to apply and ~~to~~ remain on ~~the~~ ~~biannual~~ 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.**

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 ~~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 ~~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 **interviewed or on the transfer list**, 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.~~
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.~~

b) Administrative Transfers

Workers may be assigned to a different supervisor within their current unit type and geographic location. Based on the needs identified by the Department/Agency transfers between geographic locations will be made as follows:

1. Volunteers in order of most County service seniority by days of accrued service.
2. Assigned by inverse County service seniority by days of accrued service.

Note: Upon Union request, the County will meet and confer on the group of workers to be designated for the seniority purposes of this section.

- ~~3. To abide by the Americans with Disabilities Act and to comply with any other requirements of law as in transfers necessitated by sustained civil rights complaints. Notwithstanding the provisions described above in this subsection, workers assigned to the MBA & Clinics Bureau shall be considered to be in one and the same geographical location.~~
4. Workers assigned to HCR/AAC Bureau shall be considered to be in one and the same geographic location.
5. Workers assigned to AB 109/GA Bureau shall be considered to be in one and the same geographic location.
6. Workers assigned to South County shall be considered to be in one in the same geographic location.
7. Workers assigned to North County shall be considered to be in one ~~in~~ **and** the same geographic location.

County Response: accept 4/25/23 UP to G.8.4(b)(8); recommend TA

8. Workers assigned to the Julian campus shall be considered to be in one in and the same geographic location.

Prior to making administrative transfers provided for in this paragraph, the Union shall be afforded the opportunity to meet and confer with the County. The assignment preference of the worker, if any, including that to other Bureaus, is a proper subject of consideration.

County Response: reject 5/17/23 UP for NEW Section 8.5 (DFCS Vacancy Transfer) as proposed; additional discussion needed.

County Response: accept 5/17/23 U response to G.9, 9.1, 9.2, 9.3 & 9.4 recommend TA

G.9 – Workload Standards

All workload and caseload standards are for the current working environment. Any future changes in workload/caseload standards proposed by the Department/Agency shall be subject to a meet and confer process on the impact to wages, hours and working conditions.

Section 9.1 – Workload Standards

The County and the Union agree that workload and workload standards shall be adopted by the Board of Supervisors. Workloads and workload standards shall be based, to the extent possible, on time and quality requirements. Standards and workloads shall be considered to include all work and actions assigned and/or required. Workloads will be made on the basis of what can be reasonably completed in an average eight hour workday/forty hour work week provided the worker is on a 5/8 work schedule, or workloads will also be based on the alternate work schedules, such as 9/80 or 4/10, or any variable schedule. Tasks will not be assigned when the worker is absent or off schedule, with exceptions based on County policies or Local, State and Federal law. It is agreed that tasks are assigned and worked as a normal work day permits. No worker shall be expected to self-assign tasks.

Section 9.2 – Standards Changes

1. In the event of major changes in work requirements or funding 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 adjustments of workload and/or workload standards.
2. The County and / or the Union may request a time and motion metrics analysis for the purpose of adjustment of workload standards.
3. The County and the Union shall participate in the selection of a time and motion metrics consultant consistent with County Procurement policies and practices.

4. The results of the analysis shall be presented to the County and the Union within 60 days of the initial request. Upon mutual agreement of the Department and the Union, the timelines can be extended.
5. Upon receiving the metrics analysis either party may within five (5) working days, request to meet and confer on the impact of the study on the working conditions. Negotiations will proceed for a period not to exceed thirty (30) days, after which the Board of Supervisors may enact the revised caseload standards.
6. In the event the parties are unable to reach agreement within the thirty (30) day period, either party may request that the matter be referred to an impartial fact finder. The fact finder shall be jointly selected by the County and the Union from a list provided by the State Mediation and Conciliation Service. The fact finder's compensation and expenses shall **be** borne equally by the Union and the County. The fact finder shall, within thirty (30) days of selection, meet with the parties, receive presentations and afterwards forward a public advisory recommendation to the County and the Union. The Board of Supervisors shall act within thirty (30) days of receipt of the advisory fact finding report, and no later than thirty (30) days of receipt of the fact finding report.
7. Following a written request by the union, the County shall provide specific reports requested by the union related to workload and/or caseload standards.

Section 9.3 – Workload Compliance

Grievances alleging non-compliance to workload and/or workload standards contained herein shall be appealed in writing in accordance with the grievance procedure. Failing resolution at Step 1, the grievance shall be moved to Step 2, expedited arbitration, for determination as "in compliance" or "out of compliance." The Union and the County agree to mutually agree upon or jointly select a panel of seven (7) arbitrators to include females and minorities from names provided by the State Conciliation Service. Said panel to be jointly selected and shall be incorporated into the body of this Agreement. During the term of the Agreement, the parties may mutually agree to change the composition of the panel. The arbitrator's compensation and expenses shall be borne equally by the County and the Union. The parties shall request a hearing within ten (10) days of selection of the arbitrator from the panel. Compliance remedies shall be the determination of the Board of Supervisors. The compliance arbitration process is restricted to questions of exceeding the workload/caseload maximums set by the Board of Supervisors. Workload/caseload maximums, components of the workload/standard definitions, and procedures for counting are not subject to change by workload arbitration.

Section 9.4 – Differential Workloads

Based on the experience level of personnel, characteristics of cases, and/or special program features, the County shall establish lower workloads for the worker.

Section 9.5 – Bilingual, Trilingual, Quadrilingual Workloads/Caseloads

- a) Bilingual, Trilingual, Quadrilingual language caseloads will consist of a minimum of fifteen percent (15%) certified language cases and a maximum of eighty percent (80%) certified language cases. Only caseloads meeting the above criteria (or excepted below) shall qualify the multi-lingual worker for the monetary differential.

When the certified language cases in a caseload fall below fifteen percent (15%), the differential will be continued for two (2) pay periods. If the minimum requirement of fifteen percent (15%) is not met within the two (2) pay periods, the differential may be discontinued beginning with the next pay period.

- b) When the certified multi-language caseload reaches eighty percent (80%), the worker shall be at one hundred percent (100%) of standard overall.
- c) The Department may designate a position or person for the certified multi-language differential when a second language skill is needed for:
 - 1. One-of-a-kind language skill for caseloads.
 - 2. Unique need of a geographical location or service when the total number of cases do not make up fifteen percent (15%) of a caseload for a worker in that location.
 - 3. Intake position requirements.

County Response: reject 5/17/23 UP to G.9.5(d); maintain CCL

- d) Cases requiring the use of an interpreter or interpreter services shall have a weight of 1.1.
- e) At the request of one of the parties the County and the Union shall meet to review the number and location of multilingual positions designated.
- f) Bilingual, Trilingual, Quadrilingual certification will be done in accordance with procedures approved by the Director of Personnel.
- g) Certified Bilingual, Trilingual, Quadrilingual workers will be allowed five (5) hours protected time per week.
- h) Bilingual, Trilingual, Quadrilingual workers with multiple language certifications shall be assigned cases in their designated languages and shall be paid the Bilingual, Trilingual, Quadrilingual differential in accordance with Section 7.1(a).
- i) Section h) of this article shall apply to task-base work environments.

County Response: withdraw CP to 9.6; maintain CCL, recommend TA

Section 9.6 – Workload Standards - Social Services

The Board of Supervisors of Santa Clara County hereby enact the following workload / workload standards for those classifications in the Social Services representation unit. These workloads and workload standards shall be published for informational purposes

to assure that the Social Services Agency and affected staff are aware of the established procedures.

County Response: Reject 5/17/23 UP for NEW Paragraph in 9.6 (Multi-Cultural training & workload reduction) as proposed; additional discussion needed.

County Response: maintain counter to 5/17/23 UP

Section 9.7 - Department of Employment and Benefits (DEBS)

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 (c) 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. ~~78~~, all months in a calendar year will be considered as a 21-day month.

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.7.1(c).**

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.

- c) 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.
 4. Insofar as practical, cases involving more than three (3) employers will be equitably distributed within the unit.
- d) Appeals
The Appeals Unit shall have workloads distributed equitably to the extent practicable among Social Services Appeals Officers. Adjustments will be made for absences when practicable.
- e) Workload Projections
The Department will project staffing needs and monitor caseload trends in order to ensure an authorized number of Eligibility Workers to meet workloads.

~~f) 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.~~

~~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 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 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, workers will be administratively assigned to designated training units and will be supervised by Staff Development Specialists, and/or Eligibility Worker Supervisors.~~

~~Flexibility will be used in developing and providing the training.~~

h) DEBS (EW) Workload/Caseload Building
Any Eligibility Worker II administratively reassigned to a program or function in which he/she has **they have** 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.

i) DEBS Overtime
The following is Agency policy for the authorization and utilization of ~~each paid~~ overtime:

1. Overtime hours shall **require management pre-authorization.** ~~proportionate to caseload overages as determined by applicable workload/workload standards in Article 9. With regard to unfinished tasks, management will determine whether to authorize overtime or have the tasks carried over to the next work period.~~

~~2. Overtime is authorized on an office by office basis.~~

3. ~~Overtime is authorized by Office and Program~~ **Pre-authorized overtime will first be offered to volunteers in the work area where overtime is needed** prior to making ~~Mandatory~~ **mandatory overtime** assignments.

4. In the event there are too many volunteers, over time shall be authorized to the most senior volunteers (by days of accrued service) ~~volunteers in the~~ **work area where overtime is needed** by Program, Office and consistent with Merit System Rule A25-184(c).

In the event there are too few volunteers, mandatory assignments shall be made to the least senior with permanent status **in the work area where overtime is needed** by Program, Office and consistent with Merit System Rule A25-184(c).

5. Advance notice ~~by Office and Program~~ shall be given so workers can volunteer. Under normal conditions, one (1) ~~week's~~ **weeks'** notice shall be given ~~to~~ a worker prior to ~~being assigned~~ mandatory overtime **being assigned**. SSPMs may exempt workers from mandatory overtime for problems related to health, childcare or transportation. Other similar good cause exemptions (i.e. religious reasons) may be approved. A DEBS Administrator will review appeals.

6. Overtime days, ~~Offices using overtime,~~ **and the** number of workers needed to work overtime, ~~and determination of peak workload positions~~ will be the responsibility of the Department Management except as modified by contract or law.

7. A worker currently under counseling, an Unfavorable Report or an improvement needed evaluation related to work production may be excluded from the assignment of overtime work.
8. 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 assignment equally.
- ~~9. DEBS Special Project Overtime in Response to Special Circumstances (SPOT)
Overtime work assignments shall be distributed among workers in the same classification and applicable work unit equitably and as described below:
 - a. Special Project Overtime Work shall exclude situations generally covered by Section 9.8(h) and shall be offered to all qualified workers as authorized by the DEBS Director or designee. It is work occasioned by a change in regulation with a time limited process necessary to meet Federal, State, CalWIN or GA mandates or deadlines within thirty (30) days.
 - b. The Union shall be notified via email as soon as the County identifies any such project prior to its commencement and shall be provided information. Such information shall document the reason for the work.
 - c. Workers will be asked to perform such work on a voluntary basis.
 - d. In the event there are too many volunteers, overtime shall be authorized for the most senior defined as days of accrued service as reported in a worker's paycheck) volunteers by Program or Office.
 - e. In the event there are too few volunteers, mandatory assignments shall be made to the least senior with permanent status by Program or Office. Appeals for hardship circumstances may be presented to the DEBS Director or designee pursuant to Section 9.8(i)5.
 - f. If a worker is in the middle of assisting a client at the end of his/her scheduled shift, and completing the transaction would require overtime, the worker shall attempt to obtain preapproval from his/her supervisor to work the overtime needed to complete the transaction, unless doing so would interrupt the transaction with the client. If obtaining preapproval would interrupt the transaction, the worker will notify his/her supervisor at the end of the transaction.~~

County Response: reject 5/17/23 UP to 9.8; maintain CCL / additional discussion needed

Section 9.8 - Department of Family and Children Services (DFCS)

The following workload standards reflect all activities necessary for the provision of Social Services to clients and include all work that is required by regulations or Department policy for the processing of services cases. These standards include time for non-case related work such as necessary supervision, meetings and training, as well as miscellaneous duties that may be assigned. Caseload counts will be determined by the existing methods (i.e., CWS/CMS or the existing hand/manual tabulations used in program areas not covered by CWS/CMS). Caseload counts will be determined by the existing methods and provided to the Union twice a month. Cases (new or transferred) will be assigned with consideration of the receiving caseworkers existing court calendar.

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.

a. Continuing

Department will work to ensure the following caseload standards if the vacancy rate is above 10%:

Mixed caseload of Family Maintenance, Family Reunification and Permanency Planning

SW II 14-16 children
SW III 16-18 children

b. Voluntary/Informal Supervision – A service caseload of 20 children for Voluntary/Informal Supervision will be the standard.

c. Adoption Finalization – 35 children

d. Post Adoptive Services – 4 FTEs shall be dedicated to provide post adoptive services.

e. Home Studies – 32 families

f. Non Minor Dependency Unit-No more than 20 young adults

g. KinGap Distribution of Cases

- Supervisors and Coordinators will be trained on KinGap Cases and Non-Relative Guardianship Cases, and Supervisors will be responsible for case distribution.

- KinGap cases require a home visit or phone call with the family and completion of paperwork for eligibility and SCI one every two years. In addition, social workers will remain as the family's point of contact for all referrals to community resources they may need.
 - Staff currently carrying KinGap cases will be given a caseload credit of 0.25 for these cases. If there is a sibling set in two different homes, these cases shall have a caseload credit of 0.50.
 - Cases will be evenly distributed throughout KinGap workers with an average of 130 cases per worker. These cases are closed in CWS/CMS and closed in Court. There will be a separate file for the social worker to document their contact with the family.
 - There will be a spreadsheet of KinGap cases assigned in the Administration folder in the shared drive and this log will be used to track the distribution and used to make decisions about caseload assignment.
 - Workers who close out KinGap cases in Court will no longer continue to keep these cases and will transfer the cases to the KinGap unit
- h. Social Worker II-All Social Workers II's, in areas where caseload/workload standards exist, shall have a caseload standard of no more than 80% of the standards outlined in Article 9 of this MOA and will receive additional supervision, at a minimum twice a month. Such standards shall comply with Section 9.6 (Bilingual, Trilingual, Quadrilingual Workloads/Caseloads).
2. Emergency Response/Immediate Response/Joint Response
There will be 15 referrals in a 21 day month, with credit for protective custody warrants, prorated for full day absences for sick leave, vacation, personal leave, compensatory time or training, or when working as the Acting Unit Supervisor. No Social Worker shall be assigned to the IR/JR Board in excess of 10 workdays in any 21 workday month

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.

3. Dependency Investigation

There will be no more than five (5) families for Social Worker IIIs and no more than four (4) families for Social Worker IIs, at one time. The control clerk will distribute the

cases as equally as possible, taking into consideration availability and language needs. A monolingual Social Worker III worker shall be assigned no more than four (4) non-English-speaking families. A monolingual Social Worker II shall be assigned no more than three (3) non-English-speaking families.

The County will work to ensure equitable flow of cases to the extent practicable. In the event of overflow cases, the overflow cases will be offered first to volunteers in the Bureau, then to others outside of DI in the other Bureaus, and then by inverse seniority. Should a volunteer take a case, then the volunteer will be skipped on the first round of mandatory assignments as determined by inverse seniority. The supervisor can make adjustments to the assignment if applicable.

County Response: maintain counter to 5/17/23 UP to 9.9a; additional discussion needed

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

a) Adult Protective Services (**APS**) – 28 Adults

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 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 cases. Cases will be assigned to the Social Workers evenly 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. **Identified units that are not mixed caseload units such as the Case Management Unit differs in that Social Workers in a Case Management Unit will be assigned cases with a level of complexity that requires expanded services.**
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 5/17/23 UP to 9.9b

b) In Home Support Services (IHSS)

This section supersedes Appendix G Sections 9.56(a), 9.56(c), and 9.56(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.~~
6. 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)~~ **fifty (50)** 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 six hundred (600) assessments per year at a rate of fifty (50) assessments per month.**
- ~~2. Case Management Social Workers~~ **Social Worker II's shall receive a twenty percent (20%) reduction of the SWIII annual assessments expectation, such that they shall complete three hundred twenty-four (324) four hundred and eighty (480) total assessments per year and shall complete these at a rate of twenty-seven (27) forty (40) assessments per month.**
- ~~3. Social Worker I's shall receive a~~ **twenty percent (20%) reduction in his or her of the SWII annual assessments expectation, such that they shall complete three hundred eighty-four (384) two hundred fifty-nine (259) assessments per year twenty-two (22) at a rate of thirty-two (32) 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.~~

- 4. Based on assessments carried at the beginning on a month, any Social Worker whose monthly assigned assessments require that one hundred percent (100%) of the assessments be completed in person shall receive a twenty percent (20%) reduction to their monthly assessment rate for the month. Thus, when eligible, a SWIII shall complete forty (40) assessments per month; a SWII shall complete, thirty-two (32) assessments per month; and a SWI shall complete twenty-six (26) assessments 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.~~

- 5. 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: $(27 - (27 \times 12\%)) = 24$.~~

- ~~6. 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.~~
- ~~7. If a Social Worker takes one (1) work week of consecutive paid scheduled leave (or consecutive paid scheduled leave or WOOC totaling 40 to 79 hours) in any given month, he or she shall receive a twenty-five percent (25%) reduction to his or her monthly assessments expectations.~~
- ~~8. If a Social Worker takes two (2) consecutive work weeks of paid scheduled leave (or consecutive paid scheduled leave or WOOC between 80 and 119 hours) in any given month, he or she shall receive a fifty percent (50%) reduction of his or her monthly assessments expectation.~~
- ~~9. If a Social Worker takes three (3) consecutive work weeks of paid scheduled leave (or consecutive paid scheduled leave or WOOC between 120 and 159 hours) in any given month, he or she shall receive a seventy-five percent (75%) reduction of his or her monthly assessments expectation will be reduced.~~
- ~~10. If a Social Worker takes four (4) consecutive weeks of paid scheduled leave (or consecutive paid scheduled leave or WOOC 160 hours or more) in any given month, he or she shall receive a one hundred percent (100%) reduction in his or her monthly assessments expectation.~~
- ~~11. Workload reductions for scheduled absences, in a work week that is split between two months, workload credit reductions will be given in the month that has the majority of the consecutive days off. For example, when a work week is split like the following, Thursday 29th, Friday 30th, Monday, 31st, Tuesday 1st, and Wednesday 2nd, and a Social Worker takes off Thursday, Friday and Monday, the workload credit reduction will be applied to the first month. If the Social Worker takes off Monday, Tuesday, and Wednesday, the workload credit reduction will be applied to the second month.~~
- ~~12. Workload reductions for unscheduled absences of three (3) consecutive days or greater will be reviewed by management on a case by case basis. Management's decision to grant or deny a workload reduction cannot be grieved.~~
13. Monolingual Social Workers assigned a non-English speaking case, and Certified Bilingual Social Workers assigned a case that is not English or not **nor** in the Social

Worker's certified language, that requires the use of an interpreter, will receive a weight of 1.3 for that assessment, which will be applied in determining whether the Social Worker met his or her monthly assessments expectations.

If the County's fiscal year compliance rate for IHSS assessments drops below the State's compliance expectation of ~~eighty percent (80%)~~ **for more than two (2) consecutive months, management shall be permitted to temporarily increase the number of monthly assessments assigned by twenty percent (20%) until the department is in compliance with state requirements. Should the department wish to use a strategy other than the one stated here to address state compliance, the union shall be noticed.** ~~the parties shall hold workload reviews to discuss and strategize temporary modifications to the workload expectations to achieve the State's compliance expectation.~~

Section 9.10 - Public Health Department, Adolescent Family Life Program

Social Workers case management standards are established by the contract between the State of California and Santa Clara County. This section is not grievable.

County Response: modify in response to 5/17/23 UP (CCL for thirty (30) day reference in paragraph b)

Section 9.11 - Services Caseload Building

~~a) Procedures for assigning cases to new workers, Social Worker I or Social Worker II Step I (no previous casework experience) starting from zero.~~ **In DFCS, when a new employee begins working as a case-carrying Social Worker II or III, their caseload/workload will be increased as follows:**

Social Worker II: Month 1-25%; Month 2-50%; Month 3-75%; Month 4-100%

Social Worker III: Month 1-50%; Month 2-75%; Month 3-100%

The caseload/workload increase for all other areas will be:

Social Worker I, II & III: Month 1-50%; Month 2-75%; Month 3-100%

b) Any Social Worker I or II administratively reassigned to a program or function in which ~~he/she has~~ **they have** had no experience will be given a caseload reduction of twenty-five percent (25%) for the first thirty (30) days.

c) "New" Cases

Any case assigned (including transfer) to a worker that is a new case to that worker will be counted.

County Response: accept 5/17/23 U response to G.10.1, 10.2 (a,b,c,d,e&f), & 10.3 recommend TA

G.10 – Leave Provisions

Section 10.1 – Administrative Leave Without Pay

Court Related-The appointing authority may require a worker who has been formally charged in a court of competent jurisdiction with the commission of any felony or of a misdemeanor involving moral turpitude, provided said crime is related to the worker's employment status, to take a compulsory leave of absence without pay pending

determination by way of a plea, finding or verdict at the trial court level as to the guilt or innocence of such worker.

a. Determination of Innocence

If there is a determination of innocence or the charges are dropped, the worker shall be reinstated to his/her position with return of all benefits, including salary, that were due for the period of compulsory leave; subject, however, to appropriate disciplinary action if warranted under the circumstances. Any such disciplinary action may be imposed effective as of the commencement date of the compulsory leave imposed under this Section.

b. Determination of Guilt

If there is a determination of guilt, the appointing authority may take appropriate disciplinary action. If the action is a suspension and the suspension is for a shorter duration than the compulsory leave, the worker shall receive the difference between the compulsory leave and the suspension in salary and all benefits.

Section 10.2 - Educational Leave and Tuition Reimbursement

a) The County shall maintain an educational leave and tuition reimbursement program for the term of this Agreement. The total monies in this program will be administered at the County level. The fund will consist of seventy thousand dollars (\$70,000) per contract year. The fund shall be divided equally between each calendar year of the contract for the duration of the contract. Half of one year's money will be available on January 1st and half of one year's money will be available on July 1st. Funds not used for any six (6) month period shall be carried over for use in the next six (6) month period.

b) Eligibility Workers are eligible to participate in the program provided:

1. The worker is not receiving reimbursement from any other government agency or private source. (This applies to reimbursement only.)
2. The training undertaken is related to the worker's occupational area or has demonstrated value to the County.
3. The application was filed with the appointing authority or her/his designee prior to the commencement of the course. Applications requiring time off must be filed with the appointing authority at least ten (10) days prior to the commencement of the course.
4. Substitute courses may be approved when approved courses are found to be unavailable.
5. There are sufficient funds available in the program.

c) Disapproval

Management may disapprove an application for tuition reimbursement provided:

1. Notice of disapproval is given to the worker within ten (10) working days after receipt of the application.
2. The County alleges disapproval is necessary because any of the provisions above have not been met. When a worker disagrees with the disapproval and files a grievance, ~~he/she~~ **they** shall be allowed to continue the course with time off as provided for in this Section, except for denial based on paragraph (b)5. above. If a final determination is made against the worker, time off shall be made up by working, charging vacation time or compensatory time, or payroll deduction, and tuition reimbursement shall not be paid. If a final determination is made supporting the worker, ~~he/she~~ **they** shall be fully reimbursed in accordance with this Section.

d) Reimbursement

Total reimbursement for each worker participating in the program will not exceed two thousand (\$2,000) in each of the Fiscal Years. Mileage and subsistence will not be authorized unless the training is required of the worker. Within the above limit, workers shall receive full immediate reimbursement for tuition and other required costs (including textbooks) upon presentation of a receipt showing such payment has been made.

e) Deduction Authorization

The worker shall sign a note which states that, upon receipt of reimbursement, ~~he/she~~ **they** authorizes:

1. Deduction from ~~his/her~~ wages in the event ~~he/she does~~ **they do** not receive a passing grade of C or better.
2. Deduction of fifty percent (50%) of the amount of reimbursement if ~~he/she leaves~~ **they leave** County employment within one (1) year after satisfactory completion of the course.
3. Deduction of the full amount of reimbursement if ~~he/she leaves~~ **they leave** County employment before completion of the course.

f) Make-up Time

Workers taking a course only available during working hours must make up fifty percent (50%) of the time away from job. Make-up time may be deducted from the worker's accrued vacation, personal leave or compensatory time balance. Make-up time will not be allowed when it results in the payment of overtime. The Department will make every effort to allow the worker time off except where the payment of overtime will result. A worker and the appropriate level of Management may mutually rearrange the duty shift beyond eight (8) hours but within the forty (40) hour work week for purposes of participating in non-duty education and/or

training deemed by the County to be to the benefit of the worker and the County and such arrangement will be considered a waiver of Section 8.2 in Master.

County Response: contingent counter to UP 5/17/23 for NEW language (10.2(g))

NOTE: *this new section is contingent on the APT Unit agreeing to remove YES classification and add MSW classification. Should that happen the County will agree to the corresponding proposal at the APT Unit table; in the final redline of the MOA the language below will be added to the SSU appendix.*

g) Youth Engagement Specialists (YES) shall be allowed release time per week as provided below:

Contact Hours of Class	Travel and/or Study Time	Total Release Time Allowed
1	1	2
2	1	3
3	1	4
4	1	5
5	1	6
6	1	7
7	1	8
8	1	9
9	1	10

Release time will be permitted for the purpose of taking courses required for the obtainment of a bachelor’s degree in a field related to the worker’s goal. Provisions of this Section shall apply only to those workers who do not possess a bachelor’s degree.

Evidence of completion of courses shall be required. If a worker drops (a) class(es), she/he shall immediately readjust work hours to conform to the above release time schedule.

Youth Engagement Specialists will be eligible to utilize Section G.10.2 "Educational Leave and Tuition Reimbursement” for non-bachelor’s degree courses. The total monetary amount will not exceed the maximum individual cap G.10.2, during a fiscal year.

Section 10.3 – Professional Development Fund

- a) The County agrees to provide a Professional Development Fund which will be available to Social Workers in the Social Services Bargaining Unit.
- b) The County will fund, on a matching basis, up to eight thousand five hundred (\$8500) per fiscal year for individual professional development. This funding is over and above the Tuition Reimbursement Program.

- c) The fund will consist of eight thousand five hundred (\$8,500) which will be allotted as follows, one-half (1/2) of each year's fund will be held until pay periods 01/12 and 01/13.
- d) Expenses to be reimbursed on a matching fifty-fifty (50/50) basis for each program. Total reimbursement for each worker participating in the program will not exceed three hundred dollars (\$300) per fiscal year.
- e) The requested expenditure must relate to the worker's job and be technical or professional in nature. It must also provide direct and immediate benefit to the worker's performance of his/her current job.
- f) Allowable expenses shall include, but not be limited to conference and seminar registration fees, LCSW initial exam fee, LCSW renewal fee, tuition not reimbursed under the Tuition Reimbursement Program, books and materials required for a conference, seminar or course, expenses for travel out of the County to attend a conference, seminar or course, including transportation, meals, lodging, etc. per County reimbursement policy, procedure and schedules. An itemized statement of expenses shall be submitted by the worker for reimbursement or accounting, as the case may be.
- g) The general criteria for approval of individual programs will be established by the Agency. The Agency will be responsible for approval of programs selected by individuals. The fund will be administered at the County level.

County Response: withdraw CP; maintain CCL, recommend TA

G.11 – Workers in Unclassified Positions

Seniority-Time worked in such positions shall apply to seniority for the purposes of departmental agreements, salary increments and all other matters in the same manner for all other unclassified coded positions, provided there has been no break in County service.

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.

County Response: withdraw substantive CP on 12.1(a&b)

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

County Response: maintain CCL 12.2, 12.3, 12.4

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.

County Response: maintain CP for 12.5 pending Main Table discussion re: CP on Art 19 Section 19.6

Section 12.5 – Formal Grievance Procedure

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. (Moved highlighted section from the end of “7.”, above)

b) Step Two – If the aggrieved is not satisfied with the Step One decision, they may, within fifteen (15) working days after receipt of the first step decision request to meet with the Director of Labor Relations or designee and present a written presentation to review. Unless mutually waived, the Director of Labor Relations or designee shall meet with the grievant/Union prior to issuing their decision. The Director of Labor Relations or designated representative shall provide a written decision within twenty (20) working days of the meeting or the date the meeting was mutually waived.

c) Mediation - Prior to advancing to arbitration under “d) Step Three,” both parties shall jointly consider whether the type of case involved lends itself to immediate mediation. If both parties agree to do so, the parties shall jointly request that a mediator be assigned by the State Mediation and Conciliation Service. If the mediation process does not promptly result in an acceptable resolution to both parties, the case shall advance to subsection d) Step Three. The parties shall equally share any costs relating to mediation. If there

is no agreement to proceed through the mediation step, then the case shall be determined under subsection d) Step Three.

d) ~~Step Two~~ Step Three

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.

(note: confirm Master section reference)

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. 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. **(note: confirm Master section reference)**

County Response: maintain CCL 12.6

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.

County Response: TA CCL

G.13 – Strikes and Lockouts

During the term of this Agreement, the County agrees that it will not lock out workers and the Union agrees that it will not engage in any concerted work stoppage. A violation of this Article will result in cessation of Union dues deduction by the County.

County Response: Reject 5/17/23 UP to add NEW Article G.14 (Personal Protective Equipment)

~~SIDE-LETTER AGREEMENT BETWEEN SEIU LOCAL 521
DEPARTMENT OF AGING AND ADULT SERVICES
IN HOME SUPPORTIVE SERVICES AND
COUNTY OF SANTA CLARA 04/11/19~~

~~The County and the Union have agreed to a side-letter to address work completion issues specific to Caseload Social Workers working in In Home Supportive Services (IHSS). This side-letter supersedes Appendix G Sections 9.6(a), 9.6(c), and 9.6(d) of the current Memorandum of Agreement (MOA) between the County and SEIU Local 521. The County and Union also agree that this side-letter satisfies the obligations set forth in the decision of Arbitrator Riker. This side-letter will sunset upon ratification of the successor agreement in the MOA. These work completion standards shall only apply prospectively, from the effective date of this side-letter. Nothing in this side-letter 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 side-letter. This is to clarify the amount of cases assigned versus the assessments being performed.~~

- ~~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.~~

- ~~6. 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) assessments per month expectation 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).~~

Monthly Assessments Expectation and Assessment Reductions:

- ~~1. Case Management Social Workers shall complete three hundred twenty-four (324) total assessments per year and shall complete these at a rate of twenty-seven (27) assessments per month.~~
- ~~2. 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.~~
- ~~3. 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.~~
- ~~4. Certified Bilingual Social Workers shall receive a 12% reduction in his or her monthly assessments expectation for any month where 100% of the cases carried are in their certified language. The calculation of 100% will be month-to-month based on cases carried at the beginning of each month. Formula to calculate reduction: $(27 - (27 \times 12\%)) = 24$.~~
- ~~5. 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.~~

- ~~6. If a Social Worker takes one (1) work week of consecutive paid scheduled leave (or consecutive paid scheduled leave or WOOC totaling 40 to 79 hours) in any given month, he or she shall receive a twenty five percent (25%) reduction to his or her monthly assessments expectations.~~
- ~~7. If a Social Worker takes two (2) consecutive work weeks of paid scheduled leave (or consecutive paid scheduled leave or WOOC between 80 and 119 hours) in any given month, he or she shall receive a fifty percent (50%) reduction of his or her monthly assessments expectation.~~
- ~~8. If a Social Worker takes three (3) consecutive work weeks of paid scheduled leave (or consecutive paid scheduled leave or WOOC between 120 and 159 hours) in any given month, he or she shall receive a seventy five percent (75%) reduction of his or her monthly assessments expectation will be reduced.~~
- ~~9. If a Social Worker takes four (4) consecutive weeks of paid scheduled leave (or consecutive paid scheduled leave or WOOC 160 hours or more) in any given month, he or she shall receive a one hundred percent (100%) reduction in his or her monthly assessments expectation.~~
- ~~10. Workload reductions for scheduled absences, in a work week that is split between two months, workload credit reductions will be given in the month that has the majority of the consecutive days off. For example, when a work week is split like the following, Thursday 29th, Friday 30th, Monday, 31st, Tuesday 1st, and Wednesday 2nd, and a Social Worker takes off Thursday, Friday and Monday, the workload credit reduction will be applied to the first month. If the Social Worker takes off Monday, Tuesday, and Wednesday, the workload credit reduction will be applied to the second month.~~
- ~~11. Workload reductions for unscheduled absences of three (3) consecutive days or greater will be reviewed by management on a case by case basis. Management's decision to grant or deny a workload reduction cannot be grieved.~~

- ~~12. Monolingual Social Workers assigned a non-English speaking case, and Certified Bilingual Social Workers assigned a case that is not English or not in the Social Worker's certified language, that requires the use of an interpreter, will receive a weight of 1.3 for that assessment, which will be applied in determining whether the Social Worker met his or her monthly assessments expectations.~~

- ~~13. If the County's fiscal year compliance rate for IHSS assessments drops below the State's compliance expectation of eighty percent (80%), the parties shall hold workload reviews to discuss and strategize temporary modifications to the workload expectations to achieve the State's compliance expectation.~~

County Response: reject 5/17/23 UP in favor of County Proposal (See G.7 Section 7.1(f))

~~SSU Unit DFCS Floater 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 Floater pilot program. This program is to provide workload balancing for vacancies and uncovered workload. The parties agree to the following:~~

- ~~• The Department may assign up to seven (7) employees in the Social Worker II and/or Social Worker III classifications to be DFCS Floaters;~~
- ~~• The County will pay a differential of four dollars (\$4.00) per hour to employees assigned to be DFCS Floaters when performing floater work;~~
- ~~• The Department will assign Social Workers to be DFCS Floaters in a specific unit/program for a specified time period. That time period will be agreed upon by the worker and County prior to the employee starting to work as a DFCS Floater;~~
- ~~• The workload/caseload standards outlined under Appendix G shall apply to Social Workers assigned to be DFCS Floaters; and~~

~~The parties agree that no sooner than one (1) year from implementation of the DFCS Floater 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 Floater pilot program. If the County and the Union do not meet, then the DFCS Floater pilot program will be discontinued.~~

~~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.~~

**~~SIDE LETTER AGREEMENT BETWEEN
Santa Clara County SSU Unit and SEIU Local 521
Workload Committees~~**

~~Within ninety (90) days of ratification by the Union and adoption by the Board of Supervisors of the 2019-2023 successor Memorandum of Agreement, a Workload Committee shall be established to evaluate current workloads for each of the following units within the Social Services Agency:~~

- ~~• Adult Protective Services (APS)-DAAS~~
- ~~• Emergency Response (ER)-DFCS~~
- ~~• Resource Family Approval (RFA)-DFCS~~

~~Each Workload Committee shall consist of six (6) members: three (3) representing management and three (3) employees selected by the Union from the respective unit.~~

~~The purpose of the Workload Committee shall be to evaluate workload concerns arising from cases, tasks, and/or functions assigned to the workers and make mutually agreed-upon recommendations for consideration in the following areas:~~

- ~~• Workload Distribution~~
- ~~• Workload Efficiencies~~
- ~~• Workload Standards~~
- ~~• Workload Credits~~
- ~~• Future Trends and Staffing~~

~~Within six (6) months of the first meeting of each Workload Committee, each Workload Committee shall provide to the Department head or designee any recommendations unanimously agreed upon by the Workload Committee (Workload Committee Recommendations). Following the submission of each set of Workload Committee Recommendations, the Parties will meet and confer, to the extent required by law, about the impacts of any Workload Committee Recommendations being implemented. The decision to implement or not implement any Workload Committee Recommendations shall not be subject to the grievance procedure.~~

~~Once each Workload Committee submits Workload Committee Recommendation(s), if any, or reaches six (6) months after the first meeting without submitting Workload Committee Recommendations, that Workload Committee shall be dissolved, unless the parties agree to extend its use. This side letter shall expire by its own terms once all committees have been dissolved or on June 15, 2023, whichever comes sooner.~~

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.~~