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6/14/23

Negotiations for the MOA successor to the following Agreement:

AGREEMENT

Between

COUNTY OF SANTA CLARA

And

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

March 9, 2020 through June 25, 2023

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County of Santa Clara

County 3rd Proposal for Appendix G – Social Service Unit  
and  
Response to SEIU Proposal of 6/6/23

Presented in person on Wednesday, June 14, 2023

**Document Key:**

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

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

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

## Appendix G Proposal Guide

June 14, 2023

G.1	Salaries, Job Code, Realignment	TA Job Code List - 6/7/23; remainder Open; modified proposal
G.2	Master Sections that Exclude SSU	Open – maintain proposal
G.3	Union Security	TA - 6/7/23
G.4	Official Representatives and Stewards	TA 4.1 & 4.2 - 6/7/23; remainder Open; modified proposal
G.5	Layoff	TA - 6/7/23
G.6	Personnel Actions	TA 6.2 – 6/7/23; remainder Open; maintain proposal
G.7	Pay Practices	TA 7.2 – 6/7/23; remainder Open; modified proposal
G.8	Hours of Work and Premium Pay	TA 8.4(b)(8) – 6/7/23; remainder Open; modified proposal
G.9	Workload Standards	TA G.9, 9.1, 9.2, 9.3, 9.4, & 9.6 – 6/7/23; remainder Open; modified proposal
G.10	Leave Provisions	TA --6/7/23
G.11	Workers in Unclassified Positions	TA - 6/7/23
G.12	Grievance Procedures	Open – modified proposal
G.13	Strikes and Lockouts	TA – 6/7/23
NEW G.14	Personal Protective Equipment	Open
Side Letters		Open; modified proposal
	<ul style="list-style-type: none"><li>• DEBS CalSAWS Pilot Overview</li><li>• Agreement Between SEIU and DAAS, IHSS &amp; County</li><li>• SSU DFCS Floater Pilot and Differential</li><li>• SSU DFCS Over Standard Pilot and Differential</li><li>• County, SSU &amp; SEIU Workload Committees</li><li>• Contracting Out Pilot</li></ul>	

**APPENDIX G – SOCIAL SERVICES UNIT**

**G.1 – Salaries**

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

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

**County Response:** modified counter to add EE realignment; reject 6/6/23 UP

**Realignments:**

JOB CODE	CLASSIFICATION	REALIGNMENT
E50	ELIGIBILITY EXAMINER	9.00% <del>1.50%</del>
E56	ELIGIBILITY EXAMINER - U	9.00% <del>-</del>
E47	ELIGIBILITY WORKER I	1.12% <del>-</del>
Z47	ELIGIBILITY WORKER I - U	1.12% <del>-</del>
E46	ELIGIBILITY WORKER II	0.50% <del>-</del>
Z45	ELIGIBILITY WORKER II - U	0.50% <del>-</del>
E45	ELIGIBILITY WORKER III	0.50% <del>-</del>
Z43	ELIGIBILITY WORKER III - U	0.50% <del>-</del>
Y04	MEDICAL SOCIAL WORKER I	2.00% <del>-</del>
Y0E	MEDICAL SOCIAL WORKER I - U	2.00% <del>-</del>
Y03	MEDICAL SOCIAL WORKER II	2.00% <del>-</del>
Y0D	MEDICAL SOCIAL WORKER II - U	2.00% <del>-</del>
E65	PROGRAM SERVICES AIDE	1.00% <del>-</del>
Y4B	SOCIAL SVCS APPEALS OFFICER	1.00% <del>3.28%</del>
Y3A	SOCIAL WORKER I	3.00% <del>-</del>
W06	SOCIAL WORKER I - U	3.00% <del>-</del>
Y3B	SOCIAL WORKER II	3.00% <del>-</del>
W02	SOCIAL WORKER II - U	3.00% <del>-</del>
Y3C	SOCIAL WORKER III	3.00% <del>-</del>
W07	SOCIAL WORKER III - U	3.00% <del>-</del>
<u>D20</u>	<u>YOUTH ENGAGEMENT SPECIALIST</u>	2.58% <del>-</del>
H19	TEACHING HOMEMAKER II	0.05%

**County Response:** maintain proposal & reject UP to add 6.11 (Performance Appraisal Program) to G.2 list

**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

<a href="#">Section</a>	<a href="#">5.10</a>	<a href="#">Re-employment List</a> (G5.3 replaces)
Section	5.12	Names Dropped From Reemployment List
Section	6.4	Counseling and Unfavorable Reports
Section	6.13	Lateral Transfers
<a href="#">Section</a>	<a href="#">8.8</a>	<a href="#">Non-Contiguous Overtime Guarantee</a> (G8.2 replaces)
<a href="#">Section</a>	<a href="#">8.11</a>	<a href="#">Temporary Work Location</a> (G8.3 replaces)
Section	8.12	Bilingual Pay
Section	8.17	Notary Public Differential
<a href="#">Section</a>	<a href="#">12.9</a>	<a href="#">Educational Leave and Tuition Reimbursement Fund</a> (G10.2 replaces)
Section	12.14	Education Reimbursement Committee
Section	12.15	Drivers Licenses

### G.3 – Union Security - **TA 6/7/23**

### G.4 – Official Representatives and Stewards (G.4.1 & G.4.2) - **TA 6/7/23**

#### **County Response: counter to 6/6/23 UP; Recommend TA**

#### Section 4.3 - Official Representative, [Chief Steward](#) & [Assistant 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~~ **ten (10)** Official Representatives including the Chief Steward [and Assistant Chief Steward](#).

### G.5 – Layoff - **TA 6/7/23**

### G.6 – Personnel Actions

#### **County Response: maintain proposal**

#### 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.

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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

**Section 6.2 (Performance Appraisal) – TA 6/7/23**

**G.7 – Pay Practices**

**County Response: reject UP to change the 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 & reject 6/6/23 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)

d) APS Social Worker II & III Specialized Cases Differential

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

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

**County Response: reject 6/6/23 UP for NEW Sections of G7 7.1.d (APS retention differential) 7.1.e (IHSS retention differential) 7.1.f (DFCS SWI,II,III retention differential) and 7.1.g (PDO/ADO SW differential)-**

**County Response: maintain counter & reject 6/6/23 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: maintain counter & reject 6/6/23 UP**

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 four dollars (\$4.00) per hour while performing assigned floater work. The Department will maintain a volunteer list of those workers willing to serve as floaters.

**County Response: maintain counter**

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).

**Section 7.2 (Temporary Supervisory Assignment- Vacant Codes) - TA 6/7/23**

**County Response: maintain counter & reject 6/6/23 UP**

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**

**County Response: accept CCL & TA 8.1** *aba*

##### Section 8.1 – Beeper / Cell Phones/Electronic Devices

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

**County Response: maintain proposal**

##### 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.

**County Response: accept CCL & TA 8.3**

##### 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: modified counter to 6/6/23 UP**

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.

their

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
  - Geographical Location (eg. 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 list/s, (~~February and August~~) and he/she does they do not modify his/her their transfer preference selected pursuant to section 2 above, his/her 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. 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 a~~ 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.

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

6. Approximately one month prior to commencement of the on-the-job training of the Eligibility Worker Is in induction training, the County may withhold from the 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.~~

**County Response: maintain proposal**

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.

**G.8.4(b)(8) – TA 6/7/23**

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 UP for NEW Section 8.5 (DFCS Vacancy Transfer)**

**G.9, 9.1 (Workload Standards), 9.2 (Standards Changes), 9.3 (Workload Compliance) 9.4 (Differential Workloads)& G.6 (Workload Standards – Social Services) - TA 6/7/23**

**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 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: Reject UP for NEW Paragraph in 9.6 (Multi-Cultural training & workload reduction)**

Section 9.7 - Department of Employment and Benefits (DEBS)

**County Response: maintain counter & reject 6/6/23 UP (9.7(a))**

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.

**County Response: maintain counter & reject 6/6/23 UP (9.7(b))**

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.

**County Response: maintain CCL & reject 6/6/23 UP (9.7(c))**

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.

**County Response: maintain CCL (9.7(d & e)); recommend TA**

- 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.

**County Response: maintain proposal to delete (9.7(f)); (note: repetitive language that appropriately exists in 9.7(i)(8)); recommend TA**

- ~~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.~~

**County Response: maintain proposal for (9.7(g))**

- ~~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.~~

**County Response: maintain proposal (9.7(h)); recommend TA**

**h)g) DEBS (EW) Workload/Caseload Building**

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

**County Response: modified proposal for (9.7(i)); i, i.1 – to CCL, i.2, i.3, i.4, i.5 & i.6 - modified**

**i)h) DEBS Overtime**

The following is Agency policy for the authorization and utilization of cash paid overtime:

1. Overtime hours shall be authorized 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~~ a location and program by location and program basis.

3. Overtime is authorized by ~~Office and Program~~ location and program 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 qualified volunteers (by days of accrued service) ~~volunteers~~ in the ~~work area~~ location and program where overtime is needed, ~~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 qualified worker with permanent status in the location and program where overtime is needed, ~~by Program, Office and~~ consistent with Merit System Rule A25-184(c).

5. Advance notice by ~~Office and Program~~ location 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~~ locations and programs using requiring 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: the county will have a counter to the 06/6/23 UP at a future negotiation meeting**

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

**County Response: modified counter to 6/6/23 UP to 9.9a & reject remainder of UP**

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 [Cases](#) are those identified as follows:

Emergency Response (ER)

Financial Abuse Specialist Team (FAST)

Self-Neglect

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

1. Social Workers will primarily manage mixed caseloads which may consist of ~~specialized~~ Specialized eCases. Cases will be assigned to the Social Workers evenly to the extent possible. Further, Specialized Cases will be assigned to a social worker in a unit focused on the type of Specialized Case being assigned, to the extent possible. Cases will be assigned as they are received into the APS program. Social Workers shall submit cases for closure to their supervisor on a weekly basis.
  - a. Social Workers in a Case Management Unit will not manage a mixed caseload.
  - b. Each case assigned shall count as one (1) toward the number of cases a Social Worker is carrying at any time; no cases shall have a greater weight.  
*(Note: The new language proposed in Section 9.9(a)(1)(b), above, is part of a package proposal that also includes the new language in Section 7.1(d).)*
2. Appropriate personal protective equipment (PPE) (e.g., gloves, gowns, eye protection, masks, rubber boots and HazMat suits) shall be available for APS Social Workers and support staff to use on cases that require an in-person response.

**County Response: modified counter to 6/6/23 UP to 9.9b & reject remainder of UP**

b) In Home Support Services (IHSS)

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

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

Definitions for Purposes of this Section:

1. An "assessment" shall be defined as any of the following types of visits and assessments performed by a Social Worker: intake, reassessment, courtesy, or expedited visit.
2. Annual and/or year shall be defined as ~~June 1, 2019 – May 31, 2020, and each~~ June 1 - May 31. thereafter.
3. A full-time schedule shall be defined as forty (40) work hours per week.

4. ~~Consecutive days of paid scheduled leave is defined as work days uninterrupted by a return to work. It includes weekends and County holidays, such as, Friday, Monday, and Tuesday; or, Thursday, Friday, and a County holiday on Monday. Weekends are not counted as one of the three days, but County holidays are. With respect to 4/10 schedules, if a Social Worker's day off is Wednesday, three consecutive days of scheduled leave includes Wednesday for determining whether the days off are consecutive, but is not counted as one of the three days (e.g. Mon-Thursday is considered three consecutive days off).~~
5. ~~One work week of consecutive paid scheduled leave is defined as forty (40) hours, including County holidays. For example, Thanksgiving week, if a Social Worker takes Monday, Tuesday, and Wednesday off and Thursday and Friday are County holidays, this will constitute as one work week of consecutive paid scheduled leave and result in a reduction in the Social Worker's monthly assessment expectation.~~
- 6.4. An individual Social Worker's "monthly assessments expectation" is the number of assessments the Social Worker is expected to complete each month. To calculate a Social Worker's monthly assessments expectation, the standard ~~twenty-seven (27)~~ forty-seven (47) assessments per month expectation for a Social Worker III is reduced if the Social Worker is a Social Worker I (paragraph 3 below); Social Worker Lead (paragraph 2 below); and/or Certified Bilingual Social Worker (paragraph 4 below) as specified below.

Monthly Assessment Expectations and Assessment Reductions:

1. Case Management Social Worker III's, II's and I's shall be assigned the same type of assessments. Social Worker III's shall complete five-hundred and sixty-four (564) assessments per year at a rate of forty-seven (47) assessments per month.
  - 1.2. Case Management Social Workers- Social Worker II's shall receive a twenty percent (20%) reduction of the SWIII annual assessment expectation such that they shall complete three hundred twenty four (324) four hundred and fifty one total assessments per year and shall complete these at a rate of thirty-eight (38) ~~twenty-seven (27)~~ assessments per month.
  - 2.3. Social Worker I's shall receive twenty percent (20%) reduction in his or her of the SWII annual assessments expectation, such that they shall complete three hundred and sixty-one ~~two hundred fifty-nine (259)~~ assessments per year ~~twenty-two (22)~~ at a rate of thirty (30) 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.~~
- 3.4. 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 thirty-eight (38) assessments per month; a SWII shall complete, thirty (30) assessments per month; and a SWI shall complete twenty-four (24) 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.~~

~~4-5. 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:  $(27 - (27 \times 12\%)) = 24$ .~~

~~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.~~

**County Response: both county and union propose removing paragraphs 6, 7, 8, 9, 10, & 11, below; Recommend TA**

~~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 WOOOC 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 29<sup>th</sup>, Friday 30<sup>th</sup>, Monday, 31<sup>st</sup>, Tuesday 1<sup>st</sup>, and Wednesday 2<sup>nd</sup>, 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. ~~5. 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.

**County Response: maintain CCL for 9.10; Recommend TA**

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: maintain & accept 6/6/23 UP to Recommend TA**

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%

a)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.

b)c) "New" Cases  
Any case assigned (including transfer) to a worker that is a new case to that worker will be counted.

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

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

**County Response: maintain CCL G.12, 12.2, 12.3, 12.4 & 12.6; maintain cleanup proposal 12.1(a); Recommend TA G.12 (all but Section 12.5)**

#### **G.12 – Grievance Procedures**

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

#### Section 12.1 – Grievance Defined

##### a) Definition

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

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

1. Disciplinary actions taken under Section 708 of the County Charter.
2. Probationary release of workers.
3. Position classification.
4. Workload/Caseload, except as provided and modified in Article [G.9](#) of this Agreement.



5. Merit System Examinations.
6. Items requiring capital expenditure.
7. Items within the scope of representation and subject to the meet and confer process.

#### Section 12.2 – Grievance Presentation

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

#### Section 12.3 – Procedural Compliance

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

#### Section 12.4 – Informal Resolution/Time Limits

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

#### **County Response: maintain proposal 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.

The Union/workers are responsible for ensuring that its/their written grievances contain facts and contentions that are fully developed and specifically address all the above identified information requirements. If the Union's/Worker(s)' grievance does not fully develop and/or is missing relevant facts or contentions, the County may remand the grievance to the Union/worker(s) for full development of the Union/worker(s)' facts and contentions, amendment of the written grievance, and subsequent further consideration at that level. Any remand by the County shall occur within twenty (20) working days of receipt of the grievance. If the grievance is remanded, within ten (10) working days the Union/worker(s) may request to meet at the informal level, if an informal meeting has not yet occurred, or the Union/worker(s) may resubmit their Step One written grievance modified in alignment with this paragraph. Thereafter, the time limits and procedures applicable to Step One shall apply.

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.

**d) Step Two-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.
3. Arbitration proceedings shall be recorded but not transcribed except at the request of either party or the arbitrator. Upon mutual agreement, the County and the Union may submit written briefs to the arbitrator for decision in lieu of a hearing.

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

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

For the purposes of this section, Article 19.6 (c & d) and Article 19.7 of the Master Agreement shall apply. **(note: confirm Master section reference)**

**Section 12.6 – Arbitration Release Time**

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

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

**G.13 – Strikes and Lockouts - TA 6/7/23**

**County Response: Reject UP to add NEW Article G.14 (Personal Protective Equipment)**

**County Response: maintain proposal**

SIDE LETTER AGREEMENT BETWEEN  
Santa Clara County and SEIU 521  
DEBS CalSAWS Pilot Overview

Following the state mandated implementation of CalSAWS and recent changes in state law, DEBS is preparing to formally reassess our workflows and review our existing operational structure/s by way of a pilot study. DEBS leadership desires a collaborative process that benefits from input and ideas from representatives across all DEBS classifications and work areas.

**The guiding principles of this pilot are to ensure DEBS operates in a manner that best services the needs of families and individuals in our community who require benefits; to ensure that staff throughout DEBS have an appropriate and sustainable workload; to efficiently use our resources so we can maximize service to the community; and to most effectively utilize the CalSAWS technology required by the state.** The goal of this pilot is to examine the effectiveness of our current operational model/s, investigate alternate operational model/s, and at the end of the pilot, to implement the model/s that best advance our guiding principles. The pilot will progress in a two-phase process: the Pilot Design Phase followed by the Pilot Test Phase.

**Pilot Design Phase**

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

- Executives
- Managers
- Supervisors
- Intake Eligibility Workers
- Continuing Eligibility Workers
- Employment Counselors
- Clerical Workers
- Program

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

**Pilot Test Phase**

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

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

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

**County Response: maintain proposal to remove side letter; replaced and modified per MOA (See G.9 Section 9.9(b))**

~~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 (WOOOC) 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 WOOOC). Unscheduled leave, scheduled leave of less than three days, intermittent leave, or nonconsecutive days of WOOOC, 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 WOOOC 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 WOOOC 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 29<sup>th</sup>, Friday 30<sup>th</sup>, Monday, 31<sup>st</sup>, Tuesday 1<sup>st</sup>, and Wednesday 2<sup>nd</sup>, 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: maintain proposal to remove side letter; add replacement to MOA (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.~~

**County Response: maintain proposals to remove side letter**

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

Letter of Understanding

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

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

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

**County Response:** maintain proposal to remove side letter; by its terms it was only relevant to the 3/9/20-6/25/23 MOA

**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.~~

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

**CONTRACTING OUT PILOT PROJECT**

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

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