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

Tentative Agreements for Appendix G – Social Service Unit as of May 31, 2023

Shared with SEIU in person on Thursday, June 7, 2023 via email



# **Appendix G Tentative Agreement Guide**

June 7, 2023

G.1	Salaries, Job Code, Realignments	TA Job Code List; remainder Open
G.2	Master Sections that Exclude SSU	Open
G.3	Union Security	TA CCL
G.4	Official Representatives and Stewards	TA Sections 4.1 & 4.2; remainder is Open
G.5	Layoff	TA changes
G.6	Personnel Actions	Open
G.7	Pay Practices	Open
G.8	Hours of Work and Premium Pay	Open
G.9	Workload Standards	TA Sections G.9, 9.1, 9.2, 9.3, 9.4; remainder is Open
G.10	Leave Provisions	TA Sections G.10. 10.1, 10.2, 10.3; NEW sections of 10.2 proposed by SEIU remains Open
G.11	Workers in Unclassified Positions	Open
G.12	Grievance Procedures	Open
G.13	Strikes and Lockouts	TA CCL
NEW	G.14 Personal Protective Equipment	Open

### Side Letters

Open

- 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



# County and SEIU agree to TA Job Code changes below (pg.3)

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
<del>Y04</del>	Medical Social Worker I
¥0E	Medical Social Worker I-U
<del>Y03</del>	Medical Social Worker II
<del>Y0D</del>	Medical Social Worker II-U
E65	Program Services Aide
Y4B	Social Services Appeals Officer
Y3A	Social Worker I
VV06	Social Worker I-U
Y3B	Social Worker II
W02	Social Worker II-U
Y3C	Social Worker III
W07	Social Worker III-U
H19	Teaching Homemaker II
D20	Youth Engagement Specialist

County Chief Negotiator

Kristen Sweet, Labor Relations

SEIU 521 Chief Negotiator

### County and SEIU agree to TA CCL for G.3 (pg.4)

### 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 (I) week in advance of such training sessions.

County Chief Negotiator

Kristen Sweet, Labor Relations

SEIU 521 Chief Negotiator

Andrea Hightower, Senior Coordinator

Ad

# County and SEIU agree to TA G.4.1, CCL & G.4.2, changes below: (pg. 5,6)

### G.4 – Official Representatives and Stewards

<u>Section 4.1 – Official Representatives</u>

- 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:
  - 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).
- 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

- 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 Chief Negotiator

Kristen Sweet, Labor Relations

SEIU 521 Chief Negotiator



### County and SEIU agree to TA all sections of G.5, changes below: (pgs. 7,8,9)

### 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.

County Chief Negotiator

Kristen Sweet, Labor Relations

SEIU 521 Chief Negotiator

### County and SEIU agree to TA G.6.2, changes below: (pg. 10)

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.

County Chief Negotiator

Kristen Sweet, Labor Relations

SEIU 521 Chief Negotiator



# County and SEIU agree to TA G.7.2, changes below: (pg. 11)

### <u>Section 7.2 – Temporary Supervisory Assignment- Vacant Codes</u>

- 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 Chief Negotiator

Kristen Sweet, Labor Relations

SEIU 521 Chief Negotiator



# County and SEIU agree to TA G.8.4(b)(8), changes below: (pg. 12)

# Section 8.4 - Lateral/Administrative Transfer Opportunities and Requests

- b. Administrative Transfers
  - 8. Workers assigned to **the** Julian **campus** shall be considered to be in one in and the same geographic location.

County Chief Negotiator

Kristen Sweet, Labor Relations

SEIU 521 Chief Negotiator

# <u>County and SEIU agree to TA G.9, 9.1, 9.3 & 9.4, 9.6 CCL & 9.2, changes below:</u> (pgs. 13,14)

### 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

- 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 I, 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 9.6 - 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 Chief Negotiator

Kristen Sweet, Labor Relations

SEIU 521 Chief Negotiator



# <u>County and SEIU agree to TA G.10.1 & 10.3 CCL & 10.2 changes below: (pgs. 15,16,17,18)</u>

### 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:

- 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.

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

#25456001 (1.5) #308	WHEN THE REAL STREET, STREET, AND	
Contact Hours of Class	Travel and/or Study Time	Total Release Time Allowed
<b>1</b>	1	2
2	1	3
3	1 ***	4
4	1	5
5	1	6
Commission of the contract of	1 7	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 Chief Negotiator

Kristen Sweet, Labor Relations

SEIU 521 Chief Negotiator

# County and SEIU agree to TA CCL for G.11 (pg.19)

# 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.

County Chief Negotiaton

Kristen Sweet, Labor Relations

SEIU 521 Chief Negotiator



# County and SEIU agree to TA CCL for G.13 (pg.20)

#### 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 Chief Negotiator

Kristen Sweet, Labor Relations

SEIU 521 Chief Negotiator