

APPENDIX G – SOCIAL SERVICES UNIT

**SSU Union Response Proposal to County Initial and Response Proposal from 05/12/2023 – May 17, 2023**

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**G.1 – Salaries**

**Union Response:** Hold to UP 04/25/2023 pending discussion regarding Medical Social Worker Series and Youth Engagement Specialist Series; agree to deletion of Job Code H19

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

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

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**Union Response:** Hold to UP 04/25/2023 pending forthcoming financial counter per CP 05/12/2023

**Realignments:**

JOB CODE	CLASSIFICATION	REALIGNMENT
E50	ELIGIBILITY EXAMINER	9.00%
E56	ELIGIBILITY EXAMINER - U	9.00%
E47	ELIGIBILITY WORKER I	<del>1.12</del> 9%

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Z47	ELIGIBILITY WORKER I - U	<del>1.12</del> 9%
E46	ELIGIBILITY WORKER II	<del>0.50</del> 9%
Z45	ELIGIBILITY WORKER II - U	<del>0.50</del> 9%
E45	ELIGIBILITY WORKER III	<del>0.50</del> 9%
Z43	ELIGIBILITY WORKER III - U	<del>0.50</del> 9%
Y04	MEDICAL SOCIAL WORKER I	12.00%
Y0E	MEDICAL SOCIAL WORKER I - U	12.00%
Y03	MEDICAL SOCIAL WORKER II	12.00%
Y0D	MEDICAL SOCIAL WORKER II - U	12.00%
E65	PROGRAM SERVICES AIDE	15.00%
Y4B	SOCIAL SVCS APPEALS OFFICER	15.00%
Y3A	SOCIAL WORKER I	9.00%
W06	SOCIAL WORKER I - U	9.00%
Y3B	SOCIAL WORKER II	9.00%
W02	SOCIAL WORKER II - U	9.00%
Y3C	SOCIAL WORKER III	9.00%
W07	SOCIAL WORKER III - U	9.00%
H19	TEACHING HOMEMAKER II	0.05%
<u>D20</u>	<u>Youth Engagement Specialist</u>	<del>199.00</del> %

**Union Response:** Reject CP 05/12/2023 to Appendix A wage chart pending discussion regarding Medical Social Worker Series and Youth Engagement Specialist Series

**Union Response:** Hold to 04/25/2023 UP; further discussion needed

**G.2 – Master Sections That Exclude SSU**

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

- Section 5.1 Seniority Defined
- Section 5.4 Consideration of Layoff
- Section 5.5 Order of Layoff
- Section 5.8 Administrative Transfer
- Section 5.12 Names Dropped From Reemployment List
- Section 6.4 Counseling and Unfavorable Reports
- Section 6.11 Performance Appraisal Program
- Section 6.13 Lateral Transfers
- Section 8.12 Bilingual Pay
- Section 8.17 Notary Public Differential
- Section 12.14 Education Reimbursement Committee
- Section 12.15 Drivers Licenses

**Union Response:** UP2 - TA to CCL

**G.3 – Union Security**

New Worker Orientation

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The Union shall be allowed a Representative at departmental training for new workers. Such Representative shall be allowed one (1) hour to make a presentation and answer questions of workers in classifications represented by the organization. The Union may present packets to represented

workers at departmental training, such packets being subject to review by the County. The County or department, where appropriate, will notify the Union one (1) week in advance of such training sessions.

**G.4 – Official Representatives and Stewards**

**Union Response: UP2 - TA to CCL for G4.1**

**Section 4.1 – Official Representatives**

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

**Union Response: Accept and UP2 Counter to CP 05/12/2023 and TA for G4.2**

**Section 4.2 - Worker Contact with Stewards**

- a) If a worker has a grievance and wishes to discuss it on County time with a designated Steward, ~~he/she~~ **they** shall be allowed the opportunity within a reasonable amount of time to verify if ~~he/she they~~ **his/her** designated Steward is

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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.

**Union Response: Hold to UP 04/25/2023 pending additional discussion from CP 05/12/2023; accept grammatical insertion "percent" from CP 05/12/2023**

Section 4.3 - Official Representative & Chief Steward Workload Reduction

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

**G.5 – Layoff**

**Union Response: Accept CP 05/12/2023 and UP 04/25/2023; UP2 TA for G5.1**

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).

**Union Response: Accept CP 05/12/2023 and UP2 TA on UP 04/25/2023 and CP 05/12/2023**

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

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covers all programs [in the Social Services Unit.](#)

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.

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*\* 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.

### Union Response: UP2 TA to CCL 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.

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**Union Response: UP2 TA to CCL**

**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.

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**Union Response: UP2 TA to CCL**

**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.

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**Union Response: UP2 TA to CCL**

**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.

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**Union Response: Reject 05/12/2023 CP and hold UP 04/25/2023 pending Master Contract**

**G.6 – Personnel Actions**

**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.

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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.

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- b) Unfavorable Reports on Performance or Conduct  
If upon such counseling a worker's performance or conduct does not improve and disciplinary action could result, a written report shall be prepared by the supervisor including specific suggestions for corrective action, if appropriate. A copy shall be given to the worker and a copy filed in his/her personnel file. No unfavorable reports shall be placed in a worker's file unless such report is made within fifteen (15) working days of the County's knowledge of the occurrence or incident which is the subject of this report. Where applicable the counting of the fifteen (15)

working days shall begin at the conclusion of an official investigation conducted by an Internal Affairs Unit, Law Enforcement Agency or a government entity with investigative authority. The government entity in question is not the Health and Hospital Services or the Social Services Agency. Provided no additional report has been issued during the intervening period, each report shall be removed from the worker's file at the end of two (2) years except unfavorable reports involving charges as listed in Merit System Rule A25-301 (a) 4 and (b) 2.

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

- c) Workers on this appendix are subject to provisions 6.2 and 6.3 of the Master Agreement

**Union Response: UP2 counter to CP 05/12/2023; further discussion needed**

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.

The County Social Services Agency (SSA) is subject to California Local Agency Personnel Standards (LAPS) as it receives federal and state funding. LAPS 2 CCR §17039 (Performance Evaluation for Program Employees) requires employees have regular performance appraisals.

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 on an annual basis by calendar year.
- b) SSA and SEIU negotiators shall create a uniform appraisal process including a performance appraisal form and a process for a worker dissatisfied with their appraisal to request and receive a review of their performance appraisal.

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~~c) 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.~~

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~~d) A worker who is dissatisfied with his/her appraisal may request and receive a review as outlined in the respective Performance Appraisal Process.~~

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e) 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.

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e)f) 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.

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**G.7 – Pay Practices**

Union Response: UP2 counter to CP 05/12/2023 to UP added UPG7.1(l); Hold to UP 04/25/2023 G7.1(a,b,c) and additions G7.1(d,e,f,g,h,i,j,k.) pending CP 05/12/2023 forthcoming financial counter ; more discussion needed CP 05/12/2023 language CPG7.1(d)

**Section 7.1 - Differentials**

a) Bilingual, Trilingual, Quadrilingual and Additional Language Differentials  
The County will pay a differential of ~~one-two~~ hundred ~~and fifty dollars~~ ~~tenninety~~ (\$250~~99~~) 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.

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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.

c) Eligibility Worker II-Intake Differential  
~~During periods of projected peak work load, w~~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) Cash-based Caseload Differential  
Any worker assigned to a cash-based program, shall receive a five percent (5%) differential above their base pay.

e) DAAS - Adult Protective Services- Social Worker I/II/III Retention Pay  
All Social Worker I/II/III in DAAS - APS shall receive an additional eight (8%) percent base salary pay.

APS Social Workers assigned to the Specialized units of ER, FAST and Self Neglect, shall receive an additional ten (10%) percent base salary pay.

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f) DAAS-IHSS Social Worker I/II/III Retention Pay

All Social Worker I/II/III in DAAS-IHSS shall receive an additional seven percent (7%) base salary pay.

g) DFCS Social Worker I/II/III Retention Pay

All Social Worker I/II/III in DFCS shall receive an additional ten percent (10%) base salary pay.

h) Medical Social Worker Retention Pay

Medical Social Workers assigned to any Santa Clara County Health and Hospital System sites and/or settings shall receive an additional eight percent (8%) base salary.

i) Public Defender's Office(PDO)/Alternate Defender's Office(ADO) Differential

Social Workers performing work for the PDO and ADO offices shall receive a seven percent (7%) differential. Social workers in the PDO/ADO shall receive supplemental Hazard Pay for work performed at the California Department of Corrections and Rehabilitation (CDCR).

e)j) Lead Differential

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 workers covered in this bargaining unit are 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.

f)k) 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.

g)l) DEBS Floater differential

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~~ **five** ~~four~~ dollars (\$~~35~~**4**.00) per hour when doing floater work. Floaters are a volunteer-based assignment. Medical Social Workers shall not be floated to more than three (3) units within a clinic in a given calendar month.

~~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, and~~

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~~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.~~

**Union Response: UP2 Counter to CP 05/12/2023**

**Section 7.2 – Temporary Supervisory Assignment- Vacant Codes**

- a) Temporary supervisory assignment may be assigned 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.

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

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**Union Response: UP2 Counter to CP 05/12/2023**

**Section 7.3 – Acting Unit Supervisor-Occupied Codes**

- a) ~~An acting supervisor- Unit workers~~ 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 Analyst~~, Social Service Program Control Supervisor, 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

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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**

**Union Response: UP2 TA to CCL to G8.1**

Section 8.1 – Beeper / Cell Phones/Electronic Devices

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

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**Union Response: Reject CP 05/12/2023 in favor of CCL for G8.2**

Section 8.2 – Call-Back Pay

a) If overtime work does not immediately follow or precede the regular work shift, a minimum of four (4) hours, call-back time shall be credited the worker.

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b)a) Social Workers assigned to Child Welfare Continuing, Emergency Response, or other Social Workers who are assigned and authorized to respond to client, facility or recognized agent telephone calls without returning to work location shall be credited with call-back pay of twenty-four (24) minutes or the actual time spent on the transaction, whichever is greater. Call-back pay is subject to all provisions of Section 8.2 of the Master Agreement (Overtime Work). Workers will be credited for each call back during a scheduled shift.

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**Union Commentary: Discussion Needed**

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.

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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.

**Union Response: Hold to UP 04/25/2023 for G8.4**

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

a) Transfer Opportunities

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

1. Job announcements for the ~~biannual~~ transfer list shall be posted for ten (10) working days.
2. The job announcement will have supplemental questions that allow the employee to choose transfer preferences such as but not limited to:
  - Language
  - [Agency](#)/Department/Program
  - [Geographical](#) Location ([eg.](#) North, Central, South County)
  - Shift
  - Full Time/Part Time
3. Workers who apply on the ~~biannual~~-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, at any time. On each subsequent ~~biannual~~-posting for the rest 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, (February and August) and he/she does not modify his/her transfer preference selected pursuant to section 2 above, his/her name will be included on the subsequent biannual transfer list (August) with the preferences selected in the initial (February) biannual period.~~

Once this process is completed, the newly created ~~biannual~~-transfer list shall be considered the most current transfer list. At each February posting period the previous year's list will be abolished and started anew.

For informational purposes only, an announcement of the vacant position(s)

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#### APPENDIX G – SOCIAL SERVICES UNIT

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 may be conducted concurrently with transfer postings.

For positions which can be staffed with alternative job codes, a blended transfer list of eligible job codes shall be created based on seniority.

4. To be eligible to apply and remain on the ~~biannual~~ transfer posting, a worker must: 1) meet the applicable employment standards; 2) be probationary or permanent; and 3) fall within the transfer band.
5. 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.
6. To be removed from the ~~biannual~~-transfer list, workers must submit a request in writing to Human Resources.

If there are ~~ten five (510)~~ or more names of qualified workers on the transfer list ~~regardless of classification~~, based on days of accrued service the County will interview the ~~five ten (510)~~ most senior qualified workers and select one.

If there are less than ~~five ten (510)~~ qualified workers, then the appointing authority may request the appropriate Merit System eligible list. The filling of vacancies by transfer shall be consistent with Merit System Rule Section A25-184c.

7. 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.

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b) Administrative Transfers

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 the same geographic location.

**Union Response: Accept CP 05/12/2023 and U2 to TA**

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

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- 1. 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.

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**Union Response: Hold to UP 04/25/2023 New Section 8.5 pending CP 05/12/2023 additional discussion**  
8.5 DFCS Vacancy Transfer

- 1. Voluntary Shift Movement within a program that has a variety of shifts shall be available when there are one or more vacancies.

In no circumstance will the Department create a shift structure that forces any employee to accept a schedule that consists of less than regular full-time hours. In no circumstance will a shift change under this Agreement result in a change of classification for the employee changing shifts. In no circumstance shall a shift change occur if the employee does not meet the minimum qualifications

## APPENDIX G – SOCIAL SERVICES UNIT

required for the vacant position.

If a new program with multiple shifts is created during the term of this agreement, the parties agree to meet and confer over the inclusion of this section.

When the Department receives notice that a position will be vacated in one of the program identified in section G8.5(1), the Department will provide notice to the program where the vacant position will exist prior to implementing G8.4. The Department shall electronically notify the employees of the vacant position's shift schedule including days of work, days off, hours of work and any specific requirements of the position (ex. bilingual) to the Social Worker (SW I/II/IIIs) with the vacancy. This notification may be done prior to the actual date the position becomes vacant.

If the position is not subsequently vacated, notification to the program employees Bureau shall be terminated, and the shifts/workers will remain status quo.

2. When a notice of an upcoming vacancy and/or a vacancy in a program identified in this section occurs, all SW I/II/IIIs, working the unit with the vacancy, who have completed their initial probationary period, shall be allowed to volunteer to move into the vacancy and accept the schedule associated with the vacancy in their same classification within the same program they are regularly assigned to.
3. Employees interested in a shift change within their program, they shall notify the manager in writing within five (5) working days of the notification. Should no more than one employee state their interest, that employee shall be selected to fill the vacancy. Should more than one (1) employee state their interest, the employee with the most seniority, based on accrued days of service within any coded classification with the County, will be selected.
4. The manager of the program shall notify the employee(s) granted a shift change within one (1) working day following the conclusion of the five (5) working days
5. At the conclusion of the voluntary shift movement process, the manager shall electronically notify the program of the new shift assignment schedule and the remaining vacant shift(s) shall be posted to the transfer line and/or as open competitive opportunities.
6. At any point of time during the voluntary shift movement process, if the triggering vacancy remains occupied the position will remain status quo.

### **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.

#### **Union Response: UP2 TA to CCL for 9.1**

##### 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

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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.

**Union Response: Accept CP 05/12/2023 Grammar Change and UP2 TA to CCL for 9.2**  
**Section 9.2 – Standards Changes**

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

**Union Response: UP2 TA to CCL for 9.3**  
**Section 9.3 – Workload Compliance**

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

**Union Response: UP2 TA to CCL for 9.4**

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.

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**Union Response: Hold to UP 04/25/2023**

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.
- d) Cases requiring the use of an interpreter or interpreter services shall have a weight of **1.51**.
- e) At the request of one of the parties the County and the Union shall meet to review

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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.

**Union Response: Hold to UP 04/25/2023,**

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.

Special skills classes knowledge of a multi-cultural group encompassing but not limited to: family member roles and living environments; the various characteristics or problems unique to the group in employment, education, health, economics and social customs; and current social movements involving the group. Workers may use a specific language and/or multi-cultural knowledge in the performance of typical duties, incorporating this knowledge to appropriately serve clients and families in a manner that is culturally competent and affirming. Workers assigned to units designated as, or predominantly serving, specific cultural groups shall receive a twenty percent (20%) caseload reduction.

**Union Response: Hold to UP 04/25/2023,**

Section 9.7 - Department of Employment and Benefits (DEBS)

- a) Intake
  - 1. ~~Except for peak work periods,~~ Intake work shall be performed by workers in the classification of Eligibility Worker III. ~~During periods of projected peak 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, after overtime has been offered to those who normally perform the intake assignment. 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.
- b) ~~Any Eligibility Worker will normally shall only~~ be assigned ~~forty-seventwo (427)~~ generic intake applications per day, in a 21 day month. ~~This excludes GA, Foster Care and Health Care Reform (HCR) and AB720~~ Any applications over the two (2) per day, the Eligibility Worker shall be provided with overtime. The two (2) intake applications per day shall be adjusted proportionately for time off, holidays, and time in training. All intake cases shall be given a time credit of four (4) hours. Eligibility Workers shall not be assigned a Walk-In

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after 2pm in order to ensure an appropriate time is provided to support the needs of the client. Clients that walk-in are to be referred to the assigned worker or the Officer of the Day.

4.2. Foster Care: An Eligibility Worker will normally be assigned fifty (50) intake applications in a 21-day month.

2.3. Intake Cases shall not be assigned while workers are WOOC as an EW Supervisor.

3.4. The Triage function shall be performed by Intake Workers with the purpose of screening IN (immediate need) ES (expedited services)-CF pending applications only.

5. Intake Cases shall not be assigned while workers are performing triage function.

4.6. Case credits shall be given for holidays.

~~e) For the purposes of Section 9.8, all months in a calendar year will be considered as a 21-day month.~~

d)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

3.4. The following to maybe processed by Continuing workers, who shall receive a seven- and one-half percent (7.5%) differential in addition to current salary:

~~e)~~ Adding Medi-Cal to existing CalFresh cases

4.5. 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

a) Due to the requirement that the same staff assisting Medi-Cal

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beneficiaries with their Medi-Cal renewal in-person, online, or by telephone, must offer to complete (take and process) CalFresh applications simultaneously with the Medi-Cal renewal if the customer wants to apply for CalFresh, the Parties agree that eligibility workers assigned to Medi-Cal only continuing cases will complete the tasks as listed in this paragraph.

- b) Once the CalFresh program is added, the case will be transferred to the continuing CalFresh/MediCal Eligibility Worker.
- c.) Those Eligibility Worker IIs/IIIs assigned to perform the task under Section 3.a above, shall be paid the seven and one half (7.5%) intake differential for the day the task is assigned as outlined in Section G.7.1.b and G.7.1.c.
- d.) If a worker adds any programs to an existing case, the following shall apply:
  - 1. Continuing Eligibility Worker II/III's shall be paid a differential of seven and a half percent (7.5%) and equivalent rate of pay as Eligibility Worker III in addition pursuant to Article 7.3 of the Master Agreement until such time that the case is moved out of the Continuing worker caseload.
  - 2. Intake workers shall receive one (1) case credit for every add a program.

- b. Continuing Eligibility Workers II/III's who perform the above task shall be given the following credits to the caseload maximums outlined in section 5 of this article:
  - i. Cal-Fresh – reduction of 3.5 cases for every added program to every one (1) case.
  - ii. Medi-Cal – reduction of one (1) phone shift for every one (1) case.

With the implementation of CalSAWS and AB79, the parties agree that the transition is a learning period for both the County and the unit workers. As such, the County agree to create a Joint CalSAWS/AB79 workload/caseload determination committee effective upon ratification of this agreement, to assess the intake and assignment of Intake, Continuing, and Medi-Cal only Eligibility Worker II/III, including but not limited to maximum program additions per worker per week, addition of Eligibility Worker III codes to meet the demand from community and credits for work. The committee shall be compromised of ten (10) members for the County and ten (10) designated by the Union. The Committee shall meet monthly on work time and have appropriate research and data to complete the work of the committee.

- 4. Monthly individual caseload maximums are listed below:

1418 Calworks  
8

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~~2413~~ CalFresh/Medical  
~~22~~  
~~1992~~ GA  
~~66~~  
~~4616~~ Foster Care (AAP)  
~~45~~  
~~1124~~ Foster Care  
~~50~~

5. Monthly Unit Based Caseload Standards, not to exceed the per person amount listed below:

~~316422~~ MediCal

All continuing eligibility staff must work the typical full range of continuing work such as RRR's, SAR 7 and any other typical continuing functions.

Workers currently on caseload building status or part time, FMLA or other contractual reduction shall be reduced accordingly.

c) Meeting the needs of Santa Clara Community

With the increased demand for services by Santa Clara County resident following an unprecedented pandemic and increase in benefits assistance by residents since 2014, it is the mission and vision of the County to provide services that meet the increasing demand for assistance. The County and the Union agree that over the term of this agreement, the County shall increase full-time coded Eligibility Worker Series classifications by adding 400 codes in order to provide timely and accurate assistance for our community.

f)d) 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.

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- b. Cases closed without such referral.
- c. Uncompleted cases transferred out of unit for lack of employer cooperation or other reason.

~~e-d.~~ A case credit for each holiday, time in training or time off work.

- 3. Quarterly IFD Match Reading Assignments: At the beginning of each quarter, each IEVS worker will be assigned a maximum of (~~3025~~) cases of IFD Match Reading Assignments per day. The twenty-five thirty (2530) daily IFD Quarterly Match Reading Assignments are equivalent to 2,524.32 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.

### g)e) 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.

### h)f) 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.

### i)g) 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.

### j)h) 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%

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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 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.

### i) Quality Control Eligibility Examiners

The following standards apply to Eligibility Examiners performing QC State and Federal CalFresh case review functions as presently conducted in the QC unit.

- 1) One (1) Eligibility Examiner Lead shall be budgeted for the QC unit.
- 2) Monthly individual caseload maximums not to exceed the per person amount listed below:
  - Seven (7) maximum for State QC review
  - Two (2) maximum Federal QC reviews
- 3) Workloads will be distributed equitably to the extent practicable among the QC unit, Eligibility Examiners and Programs.
- 4) All cases in an incomplete status who wish to cooperate after the case has been submitted to CDSS or U.S.D.A shall be assigned to a QC liaison Eligibility Examiner to assist the QC lead with case reviews, non-compliance contacts, assist Eligibility Examiners with applying sanctions, assist with clients requesting to lift sanctions, gathering training materials for QC discussions.
- 5) Cases requiring the use of an interpreter services shall have a weight of 2.0.
- 1)6) Workers currently on caseload building status or part time, FMLA or other contractual reductions shall be reduced accordingly.

### k)j) DEBS (EW) Workload/Caseload Building

Any Eligibility Worker II administratively reassigned to a program or function in which he/she has 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.

### l)k) DEBS Overtime



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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 basis.
3. Overtime is authorized by Office and Program to volunteers prior to making Mandatory assignments.
4. In the event there are too many volunteers, over time shall be authorized to the most senior volunteers (by days of accrued service) volunteers by Program, Office and consistent with Merit System Rule A25-184(c).

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

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

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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.

**Union Response: Hold to UP 04/25/2023 pending CP 05/12/2023 forthcoming financial counter**

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

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

Social Worker II (SWII) in DFCS working in units where caseload/workload standards exist, shall have a caseload standard of no more than 80% of the standards outlined in Article 9 of this MOA and will receive additional supervision, at a minimum twice a month. Such standards shall comply with Section 9.6 (Bilingual, Trilingual, Quadilingual Workloads/Caseloads).

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1. Child Welfare Services

The County and the Union agree that these standards and the Child Welfare Service configuration will be subject to changes pending the DFCS Practice Changes, and the changes will be subject to meet and confer prior to the implementation of any changes.

Any worker who receives over the standard workload/caseload shall receive a stipend of two hundred and fifty dollars (\$250) for the month. Such stipend is in addition to and not in lieu of overtime payment.

a. Continuing Court Case Management

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

Mixed caseload of Family Maintenance, Family Reunification and Permanency Planning:

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

~~b. Voluntary/Informal Supervision Non-Court Case Management –  
A service caseload of 20 children for Voluntary/Informal Supervision will be the standard.~~

The Department shall ensure the following caseload standards are maintained for a mixed caseload of non-court family maintenance, non-court family reunification, and Informal Supervision:

SWII 10 children  
SWIII 12 children

c. Adoption Finalization  
SWII/SWIII – no more than 35 children

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

d. Resource Family Approval/Recruitment  
The department shall ensure the following caseload standards for Resource Family Approval (RFA) social workers (SWII/SWIII), are maintained for a mixed caseload of pre-approval, probationary approval, and fully approved RFA homes:  
Home Studies SWII 17-20 families  
SWIII – 21-25~~32~~ families

e. Non Minor ~~Dependency-Dependent~~ Unit-  
SWII 16-18 young adults  
SWIII 18-20 young adults

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No more than twenty (20) young adults shall be assigned to any social worker. For every case in which a worker has a youth requiring out of state travel, such case shall be credited as 1.5 young adults.

### f. KinGap Distribution of Cases Unit

Social workers performing work in this unit provide services to a mixed caseload of KinGAP cases, Non-Related Legal Guardian (NRLG) cases, and Non-Court Extended Foster Care (NC-EFC) cases.

A mix of NRLG and NC-EFC cases will be distributed among the KinGap social workers with a maximum of twenty-five (25) cases per worker in total.

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

- KinGap cases require a home visit or phone call with the family and completion of paperwork for eligibility and SCI one every two years. In addition, social workers will remain as the family's point of contact for all referrals to community resources they may need.
- Staff currently carrying KinGap cases will be given a caseload credit of 0.25 for these cases. If there is a sibling set in two different homes, these cases shall have a caseload credit of 0.50.
- KinGAP C cases will be evenly distributed throughout to KinGap social workers with an average of 130 cases per worker. These cases are closed in CWS/CMS and closed in Court. There will be a separate file for the social worker to document their contact with the family. The KinGAP caseload standard of 130 cases shall be lowered for each NRLG and NC-EFC assigned to a worker.
- There will be a spreadsheet of KinGap cases assigned in the Administration folder in the shared drive and this log will be used to track the distribution and used to make decisions about caseload assignment.
- Workers who close out KinGap cases in Court will no longer continue to keep these cases and will transfer the cases to the KinGap unit

3. Social Worker II (SWII) in DFCS – All Social Workers II's, working in units/areas where caseload/workload standards exist, shall have a caseload standard of no more than 80% of the standards outlined in Article 9 of this MOA and will receive additional supervision, at a minimum twice a month. Such standards shall comply with Section 9.6 (Bilingual, Trilingual, Quadrilingual Workloads/Caseloads).

4.2. Emergency Response/Immediate Response/Joint Response

For purposes of assigning new 10-day referrals to social workers (SWII/SWIII) a "month" shall mean a regular calendar month. A caseload standard for a social worker (SWII/SWIII), for purposes of this section, shall be defined as the maximum total number of referrals that may be assigned to a social worker (SWII/SWIII) in a given month. No referrals shall be assigned to retroactively count towards a previous

## APPENDIX G – SOCIAL SERVICES UNIT

month's caseload standard; the referral shall be counted for the caseload standard for the month in which it was actually assigned to the worker. This caseload standard shall be no more than eight (8) new referrals for social worker II (SWII) and no more than ten (10) new referrals for social worker III (SWIII).

Emergency Response Board for Immediate Response (IR) and/or Joint Response (JR) shift assignments for Social worker (SWII/SWIII) shall not exceed seven (7) days per month.

Social workers (SWII/SWIII) shall receive JR/IR Board pay of five dollars (\$5.00) per hour for every hour (or portion thereof) in which the social worker is working a shift (or portion thereof) covering the IR/JR Emergency Response Board Shifts, or portion thereof, (currently through "ER-Connect"). The social worker shall receive the same pay of five dollars (\$5.00) if covering said board as an overtime shift.

When a social worker (SWII/SWIII) Workers responds to an IR/JR request within one hour and fifteen minutes of the end of their normally assigned shift, the worker shall receive response pay' of thirty dollars (\$30.00). This response pay is in addition to the on call pay for covering IR/JR Emergency Response Board and, if incurred, is in addition to any other overtime compensation.

Credits counting towards the total referral count of ten (10) for the month shall be given for each of the following situations: protective custody warrants; training; working out of class (WOOC); prorated full-day sick leave absences; vacation; personal leave; or compensatory time. There will be 15 referrals in a 21 day month, with credit for protective custody warrants, prorated for full day absences for sick leave, vacation, personal leave, compensatory time or training, or when working as the Acting Unit Supervisor. No Social Worker shall be assigned to the IR/JR Board in excess of 10 workdays in any 21 workday month

The following formula shall be used to determine the adjusted number of assignable referralss per month:

[(Maximum number of work hours in a month minus number of full-day hours absent and/or Acting Unit Supervisor during the month) divided by (maximum number of work hours in a month)] multiplied by 15 = adjusted number of referrals per month.

~~h) Any Social Worker I (SW I) who assists a social worker (SWII/SWIII) with responding to an IR/JR Emergency Response Board shall receive IR/JR Response pay of five dollars (\$5.00) per hour of a minimum of four (4) hours or actual hours worked assisting the social worker, whichever is greater.~~

### 5-3. Dependency Investigation/Intake Case Management

There will be no more than five (5) families for Social Worker IIIs(SWIII) and no more than four (4) families for Social Worker II (SWII)s, at one time. The control clerk will distribute the cases as equally as possible, taking into consideration availability, and language needs, and number of children per family. A monolingual (Social Worker

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III) worker shall be assigned no more than four (4) non-English-speaking families. A monolingual (Social Worker II) shall be assigned no more than three (3) non-English-speaking families.

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

**Union Response: Hold to UP 04/25/2023 pending CP 05/12/2023 forthcoming financial counter.**

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

Social Worker II (SWII) in DAAS working in units where, shall have a caseload standard of no more than 80% of the standards outlined in Article 9 of this MOA and will receive additional supervision, at a minimum twice a month. Such standards shall comply with Section 9.6 (Bilingual, Trilingual, Quadrilingual Workloads/Caseloads).

Any worker who receives over the standard workload/caseload shall receive a stipend of two hundred and fifty dollars (\$250) for the month. Such stipend is in addition to and not in lieu of overtime payment.

a) Adult Protective Services – 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.~~

Social Workers will manage mixed caseloads of no more than twenty (20) adults, which

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## APPENDIX G – SOCIAL SERVICES UNIT

may consist of specialized Specialized casesCases. Cases will be assigned to the Social Workers evenly to the greatest 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 rollingweekly basis.

### Caseload count adjustments:

- Specialized cases shall be weighted as double count.
- Conservative/Conservatorship cases shall be counted for every month in which they are open with a social worker.
- Intake social workers shall have a caseload of no more than ten (10) adults.

-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.

The Department ensure joint collaborative responses of social workers in APS with Public Health Nurses and/or a Licensed Clinical Therapist (LMFT/LPCC/LCSW) as requested by the assigned APS Social Worker.

### Union Response: Hold to UP 04/25/2023 pending further discussion regarding arbitration resolution

#### a)b) In Home Support Services

This section 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.

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 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

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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 Assessment Expectations 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) is absent from work (paid time, WOOC, FMLA, etc.) 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 their~~ 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.



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- ~~5.6. One (1) case credit shall be given when a Social Worker completes an assessment, but are unable to complete the assessment in KPI due to no fault of their own.~~
- ~~6. If a Social Worker takes one (1) work week of consecutive paid scheduled leave (or consecutive paid scheduled leave or WOOO 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 WOOO 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 WOOO 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 WOOO 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.~~
- ~~12.7. 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.~~

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.

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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.

**Union Response: Accept CP 05/12/2023 and UP2 counter**

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:**

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

~~1st month: 50%    2nd month: 75%    3rd month: 100%~~

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

**G.10** **Union Response: UP2 TA to CCL**

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.

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- 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 1<sup>st</sup> and half of one year's money will be available on July 1<sup>st</sup>. 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.

5.

**Union Response: Agree to CP 05/12/2023 for G10.2(c) and UP2 to TA**

- 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

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not be paid. If a final determination is made supporting the worker, **they/he/she** shall be fully reimbursed in accordance with this Section.

2.

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.

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e) **Union Response: Agree to CP 05/12/2023 for G10.2(e) and UP2 TA**  
**Deduction Authorization**  
The worker shall sign a note which states that, upon receipt of reimbursement, **they/he/she** authorizes:

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

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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.

**Union Response: Hold to UP 04/25/2023 addition of UPG10.2(g) pending CP 05/12/2023 additional discussion**

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g) **Educational Release Time**  
Youth Engagement Specialists shall be allowed release time per week as provided below:

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<u>Contact Hours of Class</u>	<u>Travel and/or Study Time</u>	<u>Total Release Time Allowed</u>
1	1	2
2	1	3
3	1	4

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<u>4</u>	<u>1</u>	<u>5</u>
<u>5</u>	<u>1</u>	<u>6</u>
<u>6</u>	<u>1</u>	<u>7</u>
<u>7</u>	<u>1</u>	<u>8</u>
<u>8</u>	<u>1</u>	<u>9</u>
<u>9</u>	<u>1</u>	<u>10</u>

- h) Release time shall 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.
- i) 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.
- g)j) Workers in the classifications of Youth Engagement Specialist shall be eligible to utilize Section 12.9 "Educational Leave and Tuition Reimbursement" for non-Bachelor's degree courses. The total monetary amount will not exceed the maximum individual cap under Article 12.9 or G.10.2, whichever is greater, during a fiscal year.

**Union Response: UP2 TA to CCL**

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.

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APPENDIX G – SOCIAL SERVICES UNIT

9)

**Union Response: Reject CP 05/12/2023 in favor of CCL**

**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.

**Union Response: Reject CP 05/12/2023 in favor of CCL for all G12**

**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 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 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.

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## APPENDIX G – SOCIAL SERVICES UNIT

### 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.

### Section 12.5 – Formal Grievance

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.

#### b) Step Two

If the aggrieved continues to be dissatisfied, he/she may, within fifteen (15) working days after receipt of the first step decision, present 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

**APPENDIX G – SOCIAL SERVICES UNIT**

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.

Members of this arbitration panel shall be advised of and agree to the following provisions:

- 1. Within fifteen (15) working days of receipt of the grievance at step two, one (1) arbitrator shall be selected from the panel and a hearing scheduled within thirty (30) calendar days.
- 2. Arbitration proceedings shall be recorded but not transcribed except at the request of either party or the arbitrator. Upon mutual agreement, the County and the Union may submit written briefs to the arbitrator for decision in lieu of a hearing.

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

c) Pre-Arbitration Meeting (Stipulation and Arbitrator Selection)

For the purposes of this section, Article 19.6 (c) of the Master Agreement shall apply.

Section 12.6 – Arbitration Release Time

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

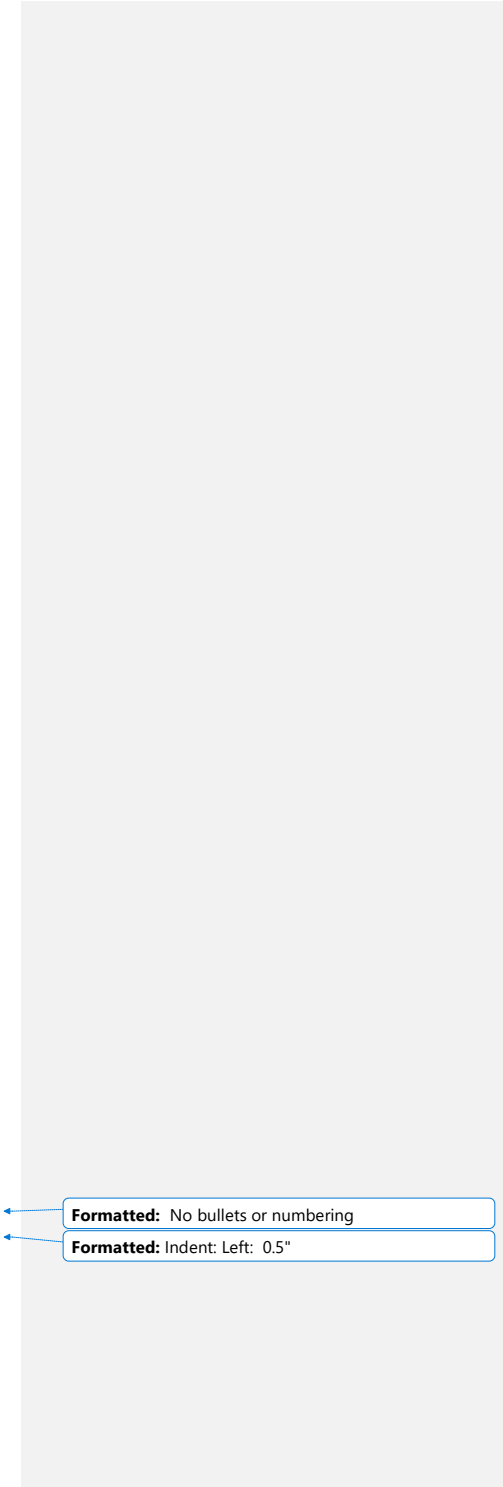
- a) The worker on whose behalf the grievance has been filed will be granted release time for the entire hearing. Release time to serve as a witness will be granted on a scheduled basis, i.e., when the worker is scheduled to appear. In the case of a group grievance, release time will be granted for the 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.

b)

**Union Response: UP2 TA to CCL**

**G.13 – Strikes and Lockouts**

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





APPENDIX G – SOCIAL SERVICES UNIT

**Union Response:** Hold UP 04/25/2023 addition pending CP 05/12/2023 forthcoming financial counter

**G.14 - Personal Protective Equipment**

Appropriate personal protective equipment (PPE) (examples include, and are not limited to: gloves, gowns, eye protection, masks, rubber boots and HazMat suits) shall be available for all SSU workers and support staff to use.

**Union Response:** Hold to UP 04/25/2023; further discussion needed

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  
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## APPENDIX G – SOCIAL SERVICES UNIT

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).

#### APPENDIX G – SOCIAL SERVICES UNIT

5. One work week of consecutive paid scheduled leave is defined as forty (40) hours, including County holidays. For example, Thanksgiving week, if a Social Worker takes Monday, Tuesday, and Wednesday off and Thursday and Friday are County holidays, this will constitute as one work week of consecutive paid scheduled leave and result in a reduction in the Social Worker's monthly assessment expectation.
6. An individual Social Worker's "monthly assessments expectation" is the number of assessments the Social Worker is expected to complete each month. To calculate a Social Worker's monthly assessments expectation, the standard twenty-seven (27) assessments per month expectation is reduced if the Social Worker is a Social Worker I (paragraph 3 below); Social Worker Lead (paragraph 2 below); and/or Certified Bilingual Social Worker (paragraph 4 below).

#### **Monthly Assessments Expectation and Assessment Reductions:**

1. Case Management Social Workers shall complete three hundred twenty-four (324) total assessments per year and shall complete these at a rate of twenty-seven (27) assessments per month.
2. Social Worker Leads shall receive a 10% reduction in his or her annual assessments expectation, such that they shall complete two hundred ninety-two (292) assessments per year, twenty-four assessments (24) per month.
3. Social Worker I's shall receive a 20% reduction in his or her annual assessments expectation, such that they shall complete two hundred fifty-nine (259) assessments per year, twenty-two (22) assessments per month. Social Worker I's shall be assigned the same type of assessments as Social Worker II's.
4. Certified Bilingual Social Workers shall receive a 12% reduction in his or her monthly assessments expectation for any month where 100% of the cases carried are in their certified language. The calculation of 100% will be month-to-month based on cases carried at the beginning of each month. Formula to calculate reduction:  $(27 - (27 \times 12\%)) = 24$ .
5. If a Social Worker takes between three (3) and four (4) consecutive days of paid scheduled leave in any given month, or if a Social Worker Works Out of Class (WOOC) the same amount of consecutive time, his or her monthly

## APPENDIX G – SOCIAL SERVICES UNIT

assessments expectation shall be reduced at a rate of 1.35 assessments per consecutive day off (i.e., each day after the first day of leave or after the first day of WOOC). Unscheduled leave, scheduled leave of less than three days, intermittent leave, or nonconsecutive days of WOOC, shall not result in any reduction of monthly assessments expectation. This 1.35 rate reduction applies regardless of the number of days or weeks in any given month.

6. If a Social Worker takes one (1) work week of consecutive paid scheduled leave (or consecutive paid scheduled leave or WOOC totaling 40 to 79 hours) in any given month, he or she shall receive a twenty-five percent (25%) reduction to his or her monthly assessments expectations.
7. If a Social Worker takes two (2) consecutive work weeks of paid scheduled leave (or consecutive paid scheduled leave or WOOC between 80 and 119 hours) in any given month, he or she shall receive a fifty percent (50%) reduction of his or her monthly assessments expectation.
8. If a Social Worker takes three (3) consecutive work weeks of paid scheduled leave (or consecutive paid scheduled leave or WOOC between 120 and 159 hours) in any given month, he or she shall receive a seventy-five percent (75%) reduction of his or her monthly assessments expectation will be reduced.
9. If a Social Worker takes four (4) consecutive weeks of paid scheduled leave (or consecutive paid scheduled leave or WOOC 160 hours or more) in any given month, he or she shall receive a one hundred percent (100%) reduction in his or her monthly assessments expectation.
10. Workload reductions for scheduled absences, in a work week that is split between two months, workload credit reductions will be given in the month that has the majority of the consecutive days off. For example, when a work week is split like the following, Thursday 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.

**APPENDIX G – SOCIAL SERVICES UNIT**

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.

APPENDIX G – SOCIAL SERVICES UNIT

**Union Response: Hold to UP 04/25/2023; further discussion needed**

**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-five~~ dollars (\$45.00) 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.

APPENDIX G – SOCIAL SERVICES UNIT

**Union Response: Hold to UP 04/25/2023; further discussion needed**

**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.

**APPENDIX G – SOCIAL SERVICES UNIT**

**Union Response:** Hold to UP 04/25/2023; further discussion needed

**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



**APPENDIX G – SOCIAL SERVICES UNIT**

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.