

Negotiations for the MOA successor to the following Agreement:

AGREEMENT

Between

COUNTY OF SANTA CLARA

And

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

March 9, 2020 through June 25, 2023

County of Santa Clara

County 8th Comprehensive Package Proposal for Appendix G – Social Service Unit
and
Response to SEIU Proposal of 6/30/23

Presented via email on Sunday, July 2, 2023

ADDITIONS TO THE COUNTY'S JULY 2, 2023, PACKAGE PROPOSAL

PRESENTED ON WEDNESDAY, JULY 5, 2023

Document Key:

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

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

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

APPENDIX G – SOCIAL SERVICES UNIT

G.9 Section 9.9(b) - IHSS

County Response: modified proposal 7/5/23; caseload standards not changed

b) In Home Support Services (IHSS)

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

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

Definitions for Purposes of this Section:

1. An "assessment" shall be defined as any of the following types of visits and assessments performed by a Social Worker: intake, reassessment, courtesy, or expedited visit.
2. Annual and/or year shall be defined as ~~June 1, 2019 - May 31, 2020, and each June 1 - May 31. thereafter.~~
3. A full-time schedule shall be defined as forty (40) work hours per week.
4. ~~Consecutive days of paid scheduled leave is defined as work days uninterrupted by a return to work. It includes weekends and County holidays, such as, Friday, Monday, and Tuesday; or, Thursday, Friday, and a County holiday on Monday. Weekends are not counted as one of the three days, but County holidays are. With respect to 4/10 schedules, if a Social Worker's day off is Wednesday, three consecutive days of scheduled leave includes Wednesday for determining whether the days off are consecutive, but is not counted as one of the three days (e.g. Mon-Thursday is considered three consecutive days off).~~
5. ~~One work week of consecutive paid scheduled leave is defined as forty (40) hours, including County holidays. For example, Thanksgiving week, if a Social Worker takes Monday, Tuesday, and Wednesday off and Thursday and Friday are County holidays, this will constitute as one work week of consecutive paid scheduled leave and result in a reduction in the Social Worker's monthly assessment expectation.~~
4. An individual Social Worker's "monthly assessments expectation" is the number of assessments the Social Worker is expected to complete each month based on an annual caseload standard. ~~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) is specified below.

Monthly Assessment Expectations and Assessment Reductions:

1. Case Management Social Worker II's and Social Worker I's shall be assigned the same type of assessments. Social Worker II's shall complete three-hundred and twenty-four (324) assessments annually, which results in an average expectation of twenty-seven (27) assessments per month.

~~1.2. Case Management Social Workers~~ Social Worker I's shall complete two-hundred and fifty-nine (259) assessments annually, which results in an average expectation of twenty-two (22) assessments per month. ~~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 I's shall receive 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.~~

~~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.~~

~~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.~~

~~3.4. When one hundred percent (100%) of the monthly assessments assigned to a Certified-Bilingual Social Workers are assessments in their certified language, the SW shall receive a twelve percent (12%) reduction in his or her their monthly assessments expectation. for any month where 100% of the cases carried are in their certified language. The calculation of one hundred percent (100%) will be month-to-month based on cases carried at the beginning of each month. Formula to calculate reduction: $(27 - (27 \times 12\%)) = 24.$~~

~~4.3. If~~ When a Social Worker is absent on approved leave 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 their monthly assessments expectation shall be reduced at a rate of ~~1.35~~ one (1) assessments per consecutive whole-day off absence (i.e., each day after the first day of leave or after the first day of WOOC). ~~Unscheduled leave, approved scheduled leave of less than three consecutive days, intermittent leave, or nonconsecutive days of WOOC, shall not result in any reduction of monthly~~

assessments expectation. This ~~4.35 rate~~ reduction applies regardless of the number of days or weeks in any given month.

County Response: NEW Side Letter proposal for DFCS Emergency Response Pilot

(Note: The DFCS caseload standard structure in Section 9.8 proposed on 7/2/23 combined with the pilot, below proposed on 7/5/23 is part of a package proposal that also includes the Section 7.1(f) proposal to expanding the six percent (6%) differential to SWII's and SWIII's in DFCS and the NEW proposal to increase the differential to SWII's and SWIII's in DFCS from eight percent (8%) to nine percent (9%) proposed on 7/2/23.)

SSU Unit DFCS Caseload Standard Pilot for Emergency Response

DFCS and Emergency Response Social Worker III's and Social Worker II's shall begin a pilot to examine caseload standards within forty-five (45) calendar days following ratification of the successor MOA to the 3/9/2020-6/25/2023 MOA; this pilot will continue for at least six (6) months.

The parties agree to the following parameters for the pilot:

- SEIU and Labor Relations will be included as necessary in the process of structuring the pilot;
- A pilot oversight committee will be formed consisting of up to four (4) social worker members and up to four (4) management members and will meet at least monthly during the term of the pilot;
- Four (4) Emergency Response units will be selected to pilot a reduced caseload standard structure;
- During the pilot, for the four (4) identified ER Units, Social Worker II's shall have a monthly caseload standard of eight (8) and Social Worker III's shall have a monthly caseload standard of ten (10);
- IR/JR Board coverage will be governed by the MOA;
- The "over-standard" stipend will be governed by the MOA, except that the payment of the stipend will occur where the department assigns more than eight (8) assessments to a Social Worker II participating in the pilot and more than ten (10) assessments to a Social Worker III participating in the pilot in any calendar month;
- There will be no case credits/reductions for single day absences and, as appropriate, a case credit structure for multi-day absences shall be determined during this pilot; and
- After the pilot period, the findings and recommendations of the pilot oversight committee shall be made available to SEIU.

At the conclusion of this pilot, DFCS will provide notice to SEIU detailing any modifications to the caseload standard structure it intends to make across DFCS Emergency Response operations that differ from the Parties' MOA and will comply with all notice and meet and confer obligations associated with any such modifications.

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