

Negotiations for the MOA successor to the following Agreement:

AGREEMENT

Between

COUNTY OF SANTA CLARA

And

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

March 9, 2020 through June 25, 2023

County of Santa Clara

Tentative Agreements for Appendix G – Social Service Unit
as of
June 25, 2023

Shared with SEIU in person on Monday, June 26, 2023

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County and SEIU agree to TA G.4 Section 4.3, changes below (pg.2)

**Section 4.3 - Official Representative, Chief Steward & Assistant Chief Steward
Workload Reduction**

Workload reduction—Official Representatives and Stewards shall have the right to participate in activities of their Union, including their functions as provided in this Agreement, and these rights shall not be restrained or interfered with, and the Department shall not discriminate against Official Representatives or Stewards by assigning caseloads or giving work assignments in excess of the Standards designated for their job classification or function for this reason. The County agrees to provide a workload reduction for Official Representatives and the Chief Steward for purposes of their representational functions. The total reduction will not exceed one hundred fifty percent (150%) of one (1) worker's workload, distributed between not more than six-ten (10) Official Representatives including the Chief Steward and Assistant Chief Steward.



County Chief Negotiator
Kristen Sweet, Labor Relations



SEIU 521 Chief Negotiator
Andrea Hightower, Senior Coordinator



County and SEIU agree to TA G.6 Section 6.1(a, b & c), changes below (pg.3)

Section 6.1 – Counseling and Unfavorable Reports

a) Counseling

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

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

b) Unfavorable Reports on Performance or Conduct

If upon such counseling a worker's performance or conduct does not improve and disciplinary action could result, a written report shall be prepared by the supervisor including specific suggestions for corrective action, if appropriate. A copy shall be given to the worker and a copy filed in his/her personnel file. No unfavorable reports shall be placed in a worker's file unless such report is made within fifteen (15) working days of the County's knowledge of the occurrence or incident which is the subject of this report. Where applicable the counting of the fifteen (15) working days shall begin at the conclusion of an official investigation conducted by an Internal Affairs Unit, Law Enforcement Agency or a government entity with investigative authority. ~~The government entity in question is not the Health and Hospital Services or the Social Services Agency.~~ Provided no additional report has been issued during the intervening period, each report shall be removed from the worker's file at the end of eighteen (18) months ~~two (2) years~~ except unfavorable reports involving charges as listed in Merit System Rule A25-301 (a) 4 and (b) 2.

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

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


County Chief Negotiator
Kristen Sweet, Labor Relations


SEIU 521 Chief Negotiator
Andrea Hightower, Senior Coordinator



County and SEIU agree to TA G.7 Sections 7.1 (a, b, c, d, & e) changes below: (pg. 4 & 5)

Section 7.1 - Differentials

- a) **Bilingual, Trilingual, Quadrilingual and Additional Language Differentials**
The County will pay a differential of one hundred ninety (\$190) a month to bilingual workers covered by the Social Services Bargaining Unit. An additional twenty dollars (\$20) per month will be paid for each additional language certification.
- b) **Eligibility Worker III-Intake Differential**
Eligibility Worker IIIs performing an Intake function will receive a seven and one-half percent (7.5%) differential above their base rate.
- c) **Eligibility Worker II-Intake Differential**
~~During periods of projected peak work load,~~ Workers in an office in the classification of Eligibility Worker II who meet the minimum qualifications for the classification of Eligibility Worker III may volunteer to be assigned to do Intake work. Such workers assigned to perform Intake function shall be paid the same as an EWIII in intake, subject to section 7.3 of the Master Agreement (Effect of Promotion, Demotion or Transfer on Salaries)
- d) **Lead Differential**
When lead duties are not included as part of a job description, workers in this bargaining unit, ~~Workers in the classifications of Social Worker II, Social Worker III, and Eligibility Examiner (in the Appeals Unit, Quality Assurance, Quality Control Unit or I.E.V.S. Unit)~~ when assigned to function in a lead capacity in their unit shall be paid a differential at a rate of approximately five percent (5%) (one full salary range) higher than that specified for regular positions in the respective classifications and receive a ten percent (10%) workload reduction. Prior to assignment of Leads an announcement must be made to ask for applicants/volunteers within the unit and interviews shall be conducted.
- ~~e) **Medical Social Worker II Lead Differential**
Designated Medical Social Worker II's shall be compensated approximately five percent (5%) based on the employee's range and step, when assigned a full range of lead duties.~~
- g) **DEBS Floater Differentials differential**
DEBS
The County may provide workload balancing, for authorized absences and uncovered workloads through the utilization of DEBS Floaters (Eligibility Worker III's) Eligibility Worker II's will be paid a differential of four dollars (\$4.00) ~~three dollars (\$3.00)~~ per hour when doing floater work.
DFCS
The Department may assign SWI's, SWII's and/or SWIII's as floaters when there is a need to increase the number of workers in a specific unit/program relating to concerns such as employee absences, workload balancing, and temporary

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

DFCS ER 8% Diff (CCL)

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.



County Chief Negotiator
Kristen Sweet, Labor Relations



SEIU 521 Chief Negotiator
Andrea Hightower, Senior Coordinator



County and SEIU agree to TA G.7 Section 7.3 (a, b, c, & d), changes below: (pg. 6)

Section 7.3 – Acting Unit Supervisor-Occupied Codes

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

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

- b) Workers in a unit who desire to WOOC shall provide their names to management and have the opportunity to WOOC by rotation. The list shall be shared in the unit. The list will be sorted in the following order to create the rotation:
- 1) Highest classification-by seniority, as defined in Section 5.1 of Appendix G.
 - 2) Next highest classification-by seniority, as defined in Section 5.1 of Appendix G.
 - 3) For continuing Eligibility Workers in DEBS, the Eligibility Worker III shall have the first opportunity to WOOC for the Eligibility Work Supervisor in their unit. If the Eligibility Worker III is not available to WOOC or does not want to WOOC, then a WOOC list will be created under items 1 and 2 above.
- c) Under normal circumstances the acting supervisor in Intake Units shall be taken off the line for the assignment period. In DEBS Continuing no new cases may be assigned to the acting supervisor during the period of the temporary assignment unless the weighted caseload falls below eighty percent (80%) of the appropriate caseload standard. If the assignment is four (4) weeks or more, new cases will not be assigned unless the weighted caseload falls below 65%.
- d) WOOC will be given access to all necessary programs to fulfill WOOC duties.


County Chief Negotiator
Kristen Sweet, Labor Relations


SEIU 521 Chief Negotiator
Andrea Hightower, Senior Coordinator



County and SEIU agree to TA CCL for G.8, Section 8.1, below: (pg. 7)

Section 8.1 – Beeper / Cell Phones/Electronic Devices

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



County Chief Negotiator
Kristen Sweet, Labor Relations



SEIU 521 Chief Negotiator
Andrea Hightower, Senior Coordinator



County and SEIU agree to TA CCL for G.8 Section 8.3., below: (pg. 8)

Section 8.3 – Temporary Work Location

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

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



County Chief Negotiator
Kristen Sweet, Labor Relations



SEIU 521 Chief Negotiator
Andrea Hightower, Senior Coordinator



County and SEIU agree to TA G.8 Section 8.4 (b)(3), below: (pg. 9)

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 and the same geographic location.

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


Kristen Sweet, LP
County Chief Negotiator


Andrea Hightower SE Coord
SEIU 521, Chief Negotiator

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County and SEIU agree to TA G.9 Section 9.5, - CCL, below: (pg. 10)

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 1.1.

e) At the request of one of the parties the County and the Union shall meet to review the number and location of multilingual positions designated.

f) Bilingual, Trilingual, Quadrilingual certification will be done in accordance with procedures approved by the Director of Personnel.

g) Certified Bilingual, Trilingual, Quadrilingual workers will be allowed five (5) hours protected time per week.

h) Bilingual, Trilingual, Quadrilingual workers with multiple language certifications shall be assigned cases in their designated languages and shall be paid the Bilingual, Trilingual, Quadrilingual differential in accordance with Section 7.1(a).

i) Section h) of this article shall apply to task-base work environments.



County Chief Negotiator
Kristen Sweet, Labor Relations



SEIU 521 Chief Negotiator
Andrea Hightower, Senior Coordinator

County and SEIU agree to TA CCL for G.9 Section 9.7(d &e), below: (pg. 11)

d) Appeals

The Appeals Unit shall have workloads distributed equitably to the extent practicable among Social Services Appeals Officers. Adjustments will be made for absences when practicable.

e) Workload Projections

The Department will project staffing needs and monitor caseload trends in order to ensure an authorized number of Eligibility Workers to meet workloads.



County Chief Negotiator
Kristen Sweet, Labor Relations



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Andrea Hightower, Senior Coordinator



County and SEIU agree to TA G.9 Section 9.7(g); changes below: (pg. 12)

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



County Chief Negotiator
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**County and SEIU agree to TA G.9 Section 9.7(DEBS Overtime); changes below:
(pg. 13, 14)**

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 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 in the work area where overtime is needed, Program, Office and consistent with Merit System Rule A25-184I.

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 A25-184I.

5. Advance notice by Office and Program shall be given so workers can volunteer. Under normal conditions, one (1) ~~week's~~weeks' notice shall be given to a worker prior to being assigned mandatory overtime 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 occasioned by a change in regulation with a time-limited process necessary to meet Federal, State, CalWIN or GA mandates or deadlines within thirty (30) days.
- b. The Union shall be notified via email as soon as the County identifies any such project prior to its commencement and shall be provided information. Such information shall document the reason for the work.
- c. Workers will be asked to perform such work on a voluntary basis.
- d. In the event there are too many volunteers, overtime shall be authorized for the most senior defined as days of accrued service as reported in a worker's paycheck) volunteers by Program or Office.
- e. In the event there are too few volunteers, mandatory assignments shall be made to the least senior with permanent status by Program or Office. Appeals for hardship circumstances may be presented to the DEBS Director or designee pursuant to Section 9.8(i)5.
- f. If a worker is in the middle of assisting a client at the end of his/her scheduled shift, and completing the transaction would require overtime, the worker shall attempt to obtain preapproval from his/her supervisor to work the overtime needed to complete the transaction, unless doing so would interrupt the transaction with the client. If obtaining preapproval would interrupt the transaction, the worker will notify his/her supervisor at the end of the transaction.


County Chief Negotiator
Kristen Sweet, Labor Relations


SEIU 521 Chief Negotiator
Andrea Hightower, Senior Coordinator



County and SEIU agree to TA G.9 Section 9.8 intro 9.8(1)(a, c, e, h); changes below: (pg. 15 & 16)

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

1. Child Welfare Services

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

a. ~~Continuing~~ Safety and Wellbeing:

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

Social workers shall have a mixed caseload of court-involved Family Maintenance, Family Reunification and Permanency Planning cases in alignment with the following caseload standards:

Social Worker III's shall maintain a caseload of sixteen (16) to eighteen (18) children at any given time;

Social Worker II's shall maintain a caseload of fourteen (14) to sixteen (16) children at any given time.

~~SW II 14-16 children~~

~~SW III 16-18 children~~

c. Adoption Finalization:

~~35 children~~

~~Post Adoptive Services — 4 FTE's shall be dedicated to provide post adoptive services~~

Social Worker II's and III's shall be assigned no more than thirty-five (35) children at any given time.

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e) KinGap Unit: Distribution of Cases


- ~~Supervisors and Coordinators will be trained on KinGap Cases and Non-Relative Guardianship Cases, and Supervisors will be responsible for case distribution.~~
- ~~KinGap cases require a home visit or phone call with the family and completion of paperwork for eligibility and SCI one every two years. In addition, social workers will remain as the family's point of contact for all referrals to community resources they may need.~~
- ~~Staff currently carrying KinGap cases will be given a caseload credit of 0.25 for these cases. If there is a sibling set in two different homes, these cases shall have a caseload credit of 0.50.~~

KinGap cases will be evenly distributed throughout KinGap to Social Worker II's and III's with an average of one hundred and thirty (130) cases per worker at any given time. 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.

Social Worker II's and III's shall have a mixed caseload that includes providing services for Non-Related Legal Guardian (NRLG) cases, and Non-Court Extended Foster Care (NC-EFC) cases. Social workers assigned NRLG and/or NC-EFC cases shall maintain a combined total of no more than twenty-five (25) cases of these types at any given time. These cases shall be included in the total of up to one hundred and thirty (130) cases that can be assigned to a social worker at any given time.

- ~~There will be a spreadsheet of KinGap cases assigned in the Administration folder in the shared drive and this log will be used to track the distribution and used to make decisions about caseload assignment.~~
 - ~~Workers who close out KinGap cases in Court will no longer continue to keep these cases and will transfer the cases to the KinGap unit~~
- h. ~~Social Worker II-All Social Workers II's, in areas where caseload/workload standards exist, shall have a caseload standard of no more than 80% of the standards outlined in Article 9 of this MOA and will receive additional supervision, at a minimum twice a month. Such standards shall comply with Section 9.6 (Bilingual, Trilingual, Quadrilingual Workloads/Caseloads).~~


County Chief Negotiator
Kristen Sweet, Labor Relations


SEIU 521 Chief Negotiator
Andrea Hightower, Senior Coordinator



County and SEIU agree to TA G.9 Section 9.8 intro 9.8(3); CCL: (pg. 17)

3. Dependency Investigation

There will be no more than five (5) families for Social Worker IIIs and no more than four (4) families for Social Worker IIs, at one time. The control clerk will distribute the cases as equally as possible, taking into consideration availability and language needs. A monolingual Social Worker III worker shall be assigned no more than four (4) non-English-speaking families. A monolingual Social Worker II shall be assigned no more than three (3) non-English-speaking families.

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


County Chief Negotiator
Kristen Sweet, Labor Relations


SEIU 521 Chief Negotiator
Andrea Hightower, Senior Coordinator




County and SEIU agree to TA G.19 Section 9.9 paragraphs 6, 7, 8, 9, 10, 11, and 12; changes below: (pg. 18)

6. ~~If a Social Worker takes one (1) work week of consecutive paid scheduled leave (or consecutive paid scheduled leave or WOOOC totaling 40 to 79 hours) in any given month, he or she shall receive a twenty-five percent (25%) reduction to his or her monthly assessments expectations.~~
7. ~~If a Social Worker takes two (2) consecutive work weeks of paid scheduled leave (or consecutive paid scheduled leave or WOOOC between 80 and 119 hours) in any given month, he or she shall receive a fifty percent (50%) reduction of his or her monthly assessments expectation. If a Social Worker takes three (3) consecutive work weeks of paid scheduled leave (or consecutive paid scheduled leave or WOOOC 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.~~
8. ~~If a Social Worker takes four (4) consecutive weeks of paid scheduled leave (or consecutive paid scheduled leave or WOOOC 160 hours or more) in any given month, he or she shall receive a one hundred percent (100%) reduction in his or her monthly assessments expectation.~~
9. ~~Workload reductions for scheduled absences, in a work week that is split between two months, workload credit reductions will be given in the month that has the majority of the consecutive days off. For example, when a work week is split like the following, Thursday 29th, Friday 30th, Monday, 31st, Tuesday 1st, and Wednesday 2nd, and a Social Worker takes off Thursday, Friday and Monday, the workload credit reduction will be applied to the first month. If the Social Worker takes off Monday, Tuesday, and Wednesday, the workload credit reduction will be applied to the second month.~~
10. ~~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.~~
11. ~~Monolingual Social Workers assigned a non-English speaking case, and Certified Bilingual Social Workers assigned a case that is not English or not nor in the Social Worker's certified language, that requires the use of an interpreter, will receive a weight of 1.3 for that assessment, which will be applied in determining whether the Social Worker met his or her monthly assessments expectations.~~

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



County Chief Negotiator
Kristen Sweet, Labor Relations



SEIU 521 Chief Negotiator
Andrea Hightower, Senior Coordinator



County and SEIU agree to TA CCL for G.9 Section 9.10, below: (pg.19)

Section 9.10 - Public Health Department, Adolescent Family Life Program
Social Workers case management standards are established by the contract between the State of California and Santa Clara County. This section is not grievable.



County Chief Negotiator
Kristen Sweet, Labor Relations



SEIU 521 Chief Negotiator
Andrea Hightower, Senior Coordinator



County and SEIU agree to TA CCL for G.9 Section 9.11 (a, b & c), below: (pg.20)

Section 9.11 - Services Caseload Building

- a) Procedures for assigning cases to new workers, Social Worker I or Social Worker II Step I (no previous casework experience) starting from zero. In DFCS, when a new employee begins working as a case-carrying Social Worker II or III, their caseload/workload will be increased as follows:
Social Worker II: Month 1-25%; Month 2-50%; Month 3-75%; Month 4-100%
Social Worker III: Month 1-50%; Month 2-75%; Month 3-100%

The caseload/workload increase for all other areas will be:
Social Worker I, II & III: Month 1-50%; Month 2-75%; Month 3-100%

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

b)c) "New" Cases

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



County Chief Negotiator
Kristen Sweet, Labor Relations



SEIU 521 Chief Negotiator
Andrea Hightower, Senior Coordinator



County and SEIU agree to TA removing Side Letter; changes below: (pg. 21, 22, 23)

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

~~The County and the Union have agreed to a side letter to address work completion issues specific to Caseload Social Workers working in In Home Supportive Services (IHSS). This side letter supersedes Appendix G Sections 9.6(a), 9.6(c), and 9.6(d) of the current Memorandum of Agreement (MOA) between the County and SEIU Local 521. The County and Union also agree that this side letter satisfies the obligations set forth in the decision of Arbitrator Riker. This side letter will sunset upon ratification of the successor agreement in the MOA. These work completion standards shall only apply prospectively, from the effective date of this side letter. Nothing in this side letter should be construed to limit the County's ability to assign any number of assessments to Case Management Social Workers, in its sole discretion, with the understanding that Case Management Social Workers are only expected to complete the number of assessments as calculated per month under the provisions of this side letter. This is to clarify the amount of cases assigned versus the assessments being performed.~~

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

*Handwritten initials: CAA
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6. — An individual Social Worker's "monthly assessments expectation" is the number of assessments the Social Worker is expected to complete each month. To calculate a Social Worker's monthly assessments expectation, the standard twenty-seven (27) assessments per month expectation is reduced if the Social Worker is a Social Worker I (paragraph 3 below); Social Worker Lead (paragraph 2 below); and/or Certified Bilingual Social Worker (paragraph 4 below).

Monthly Assessments Expectation and Assessment Reductions:

1. — Case Management Social Workers shall complete three hundred twenty-four (324) total assessments per year and shall complete these at a rate of twenty-seven (27) assessments per month.

2. — Social Worker Leads shall receive a 10% reduction in his or her annual assessments expectation, such that they shall complete two hundred ninety-two (292) assessments per year, twenty-four assessments (24) per month.

3. — Social Worker I's shall receive a 20% reduction in his or her annual assessments expectation, such that they shall complete two hundred fifty-nine (259) assessments per year, twenty-two (22) assessments per month. Social Worker I's shall be assigned the same type of assessments as Social Worker II's.

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

5. — If a Social Worker takes between three (3) and four (4) consecutive days of paid scheduled leave in any given month, or if a Social Worker Works Out of Class (WOOC) the same amount of consecutive time, his or her monthly assessments expectation shall be reduced at a rate of 1.35 assessments per consecutive day off (i.e., each day after the first day of leave or after the first day of WOOC). Unscheduled leave, scheduled leave of less than three days, intermittent leave, or nonconsecutive days of WOOC, shall not result in any reduction of monthly assessments expectation. This 1.35 rate reduction applies regardless of the number of days or weeks in any given month.

6. — If a Social Worker takes one (1) work week of consecutive paid scheduled leave (or consecutive paid scheduled leave or WOOC totaling 40 to 79 hours) in any given month, he or she shall receive a twenty-five percent (25%) reduction to his or her monthly assessments expectations.

7. — If a Social Worker takes two (2) consecutive work weeks of paid scheduled leave (or consecutive paid scheduled leave or WOOC between 80 and 119 hours) in any given month, he or she shall receive a fifty percent (50%) reduction of his or her monthly assessments expectation.



8. — If a Social Worker takes three (3) consecutive work weeks of paid scheduled leave (or consecutive paid scheduled leave or WOOC between 120 and 159 hours) in any given month, he or she shall receive a seventy five percent (75%) reduction of his or her monthly assessments expectation will be reduced.

9. — If a Social Worker takes four (4) consecutive weeks of paid scheduled leave (or consecutive paid scheduled leave or WOOC 160 hours or more) in any given month, he or she shall receive a one hundred percent (100%) reduction in his or her monthly assessments expectation.

10. — Workload reductions for scheduled absences, in a work week that is split between two months, workload credit reductions will be given in the month that has the majority of the consecutive days off. For example, when a work week is split like the following, Thursday 29th, Friday 30th, Monday, 31st, Tuesday 1st, and Wednesday 2nd, and a Social Worker takes off Thursday, Friday and Monday, the workload credit reduction will be applied to the first month. If the Social Worker takes off Monday, Tuesday, and Wednesday, the workload credit reduction will be applied to the second month.

11. — Workload reductions for unscheduled absences of three (3) consecutive days or greater will be reviewed by management on a case by case basis. Management's decision to grant or deny a workload reduction cannot be grieved.

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

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


County Chief Negotiator
Kristen Sweet, Labor Relations


SEIU 521 Chief Negotiator
Andrea Hightower, Senior Coordinator

County and SEIU agree to TA removing Side Letter; changes below: (pg. 24)

SSU Unit DFCS Floater Pilot and Differential

Letter of Understanding

The parties (Union and County) agree to meet within 30 days of ratification to establish parameters of the DFCS Floater pilot program. This program is to provide workload balancing for vacancies and uncovered workload. The parties agree to the following:

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

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



County Chief Negotiator
Kristen Sweet, Labor Relations



SEIU 521 Chief Negotiator
Andrea Hightower, Senior Coordinator



County and SEIU agree to TA removing Side Letter; changes below: (pg. 25)

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

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

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

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

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

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

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

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


County Chief Negotiator
Kristen Sweet, Labor Relations


SEIU 521 Chief Negotiator
Andrea Hightower, Senior Coordinator

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