

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 30, 2023

Shared with SEIU via email on Wednesday, June 30, 2023



County and SEIU agree to TA G.7 Section 7.1 x2 NEW paragraphs, and CCL for sentences between pp (e & f); changes below (pg.2)

(f) Connects to APS TA on pgs. 9-10 of this document

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

h) Beginning with the Social Workers in the Academy that graduated in May 2023, Social Workers who join an Emergency Response (ER) Unit in the Department of Family and Children's Services (DFCS) and remain in an ER Unit for one (1) year of paid service in good standing, based on the date they graduate from the Social Work Academy, shall receive a one-time incentive payment of one thousand five hundred dollars (\$1500.00).

This sentence falls between items (e) and (f) in the current MOA:

During the term of this contract, no worker shall receive a loss in pay due to a reclassification. No loss in pay shall include any differential outlined in the MOA.



County 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 8.2; below (pg.3)

Section 8.2 – Call-Back Pay

- 1) 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.

- 2) 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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County and SEIU agree to TA G.8 Section 8.4: changes below: (pg. 4, 5 & 6)

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 quarterly ~~biannual~~-transfer list/s 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
 - Department/Program
 - Geographical Location (eg. North, Central, South County)
 - Shift
 - Full Time/Part Time
3. Workers who apply on the ~~biannual~~ to be a quarterly transfer list, only need to do so once per calendar year, unless they wish to change their transfer preference selected pursuant to section 2 above. On each subsequent ~~biannual~~ quarterly posting for the rest of during the remainder of the calendar year, the active names from the previous quarterly biannual transfer list will be merged with the current quarterly biannual list by seniority.

For example, if a worker applies in a quarterly biannual period to be on one or more transfer list/s, (~~February and August~~) and he/she ~~does they do not~~ modify his/her ~~their~~ transfer preference selected pursuant to section 2 above, his/her ~~their~~ name will be included on the subsequent quarterly biannual-transfer list/s (~~August~~) with the preferences already selected in the ~~initial (February) biannual~~ period.

Once this process is completed, the newly created quarterly biannual transfer list shall be considered the most current transfer list. ~~At each February~~ With the first transfer posting in any calendar year, the entire list from the previous calendar year will be abolished and started anew. ~~period the previous year's list will be abolished and started anew.~~

For informational purposes only, an announcement of the vacant position(s) under recruitment shall be made by the department while the quarterly biannual-transfer list for the vacant position(s) is being generated. Open-




competitive or promotional recruitments, when requested by the hiring manager, may be conducted concurrently with transfer postings.

4. To be eligible to apply and to remain on the a biannual quarterly transfer posting, list a worker must: 1) meet the applicable employment standards; 2) be probationary or permanent; and 3) fall within the transfer band.
5. An employee is not limited to responding only to transfer postings at their own level in the classification series, i.e., class-to-class transfers. Rather, they may apply to a transfer posting for any level of their classification. To be eligible for transfer opportunities, the employee must apply to each classification level they are interested in to then be eligible for corresponding transfer opportunities, pursuant to Section 8.4.4.

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

6. Approximately one month prior to commencement of the on-the-job training of the Eligibility Worker Is in induction training, the County may withhold from the quarterly biannual transfer process Eligibility Worker II vacancies that the County anticipates filling with candidates who complete induction training. After the required number of vacancies are filled by the current inductees, any remaining Eligibility Worker II vacant positions shall be made available for the transfer process.
7. To be removed from the quarterly biannual transfer list, workers must submit a request in writing to Human Resources.

If there are ten (10) or more names of qualified workers on the transfer list, based on days of accrued service the County will interview the hiring manager will be provided an applicant list with the ten (10) most senior qualified workers, based on days of accrued service. And select one to hire. If any of the ten (10) most senior transfer applicants waive the opportunity to interview for a specified position, the hiring manager may request additional applicants so that up to ten (10) qualified workers can be interviewed. A hiring manager who interviews ten (10) qualified workers, must offer the position to one (1) of the ten (10) applicants interviewed.

If there are less than ten (10) qualified workers, 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.


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8. Workers who transfer to another position in a different classification must serve a new probationary period as required under County ordinance section A25-175.
- ~~8. Medical Social Workers shall follow Appendix G Section 7.4.a Transfer Opportunities, unless a departmental agreement or side letter is negotiated, that includes transfer language that applies to Medical Social Workers. If other transfer language is negotiated and it includes the Medical Social Workers, it shall supersede this section.
MSW lateral transfer addressed at APT Unit table.~~
9. Appendix G, Sections 8.4(a) and (b) do not apply to workers in the Eligibility Worker I classification.
10. The County, when requested, shall provide the Union with an updated transfer seniority list in March and September.



County Chief Negotiator
Kristen Sweet, Labor Relations



SEIU 521 Chief Negotiator
Andrea Hightower, Senior Coordinator

County and SEIU agree to TA G.9 Section 9.7(f); changes below: (pg. 7)

e) — ~~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.~~



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County and SEIU agree to TA G.9 Section 9.8(1)(c & d); changes below: (pg. 8)

c. Home Studies — 32 families

d. Non Minor Dependent: Dependency: No more than 20 young adults

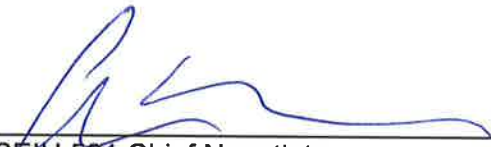
Social workers shall have cases assigned in alignment with the following caseload standard:

Social Worker III's shall maintain a caseload of eighteen (18) to twenty (20) young adults at any given time;

Social Worker II's shall maintain a caseload of sixteen (16) to eighteen (18) young adults at any given time.



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County and SEIU agree to TA G.9 Section 9.9(a); changes below: (pg. 9-10)

*Connects to APS TA on pg. 2 of this document

a) Adult Protective Services (APS)—28 Adults

The caseload standard for a social worker is no more than twenty-eight (28) adults at any given time, except as modified below.

1. Social Workers who are assigned to in-person case investigations shall manage a caseload of no more than twenty-six (26) elder and dependent adult cases at any given time.
2. Social Workers assigned to Intake shall receive no more than ten (10) new referrals per day. However, given the unpredictable nature of intake volume and complexity of referrals:
 - a. Intake staff may be assigned additional referrals if most of their assigned work has been completed.
 - b. When an urgent/emergency referral is received after the maximum number of referrals in a day have been assigned to intake workers, the referral may be assigned as voluntary overtime, or a social worker who does not typically perform intake work may be assigned.
3. During a County declared emergency, program disaster response, or other emergency situations, of if staffing levels are reduced by ten percent (10%) or more, additional work may be assigned per business needs.

For the purposes of this Section, Section 9.9.a, the following definitions shall apply:

New Case: A new case shall be defined as a case assigned to a Social Worker that has been received and processed by the APS intake team and is listed on the case assignment queue.

Transferred Case: A transferred case shall be defined as any case that has been assigned to a Social Worker and then is assigned to a different social worker who has not previously been assigned that case.

Specialized Cases: ~~Specialized cases~~ Cases are those identified as follows:

Emergency Response (ER)

Financial Abuse Specialist Team (FAST)

Self-Neglect

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

1. Social Workers will primarily manage mixed caseloads which may consist of specialized ~~Specialized~~ Cases. Cases will be assigned to the Social Workers evenly to the extent possible. Further, Specialized Cases will be assigned to a social worker in a unit focused on the type of Specialized Case being assigned, to the extent possible. Cases will be assigned as they are received into the APS




program. Social Workers shall submit cases for closure to their supervisor on a weekly basis.

a. Each case assigned shall count as one (1) toward the number of cases a Social Worker is carrying at any time; no cases shall have a greater weight.


2. Appropriate personal protective equipment (PPE) (e.g., gloves, gowns, eye protection, masks, rubber boots and HazMat suits) shall be available for APS Social Workers and support staff to use on cases that require an in-person response.



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County and SEIU agree to TA G.9 Section 9.9(b); NEW language below: (pg. 11)

Monthly Assessment Expectations and Assessment Reductions:

3. One (1) case credit shall be given when a Social Worker completes an assessment, regardless of whether or not the applicant receives services.



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Andrea Hightower, Senior Coordinator



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County and SEIU agree to TA G.12; changes below: (pg. 12-14)

G.12 – Grievance Procedures

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

Section 12.1 – Grievance Defined

a) Definition

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

b) Matters Excluded from Consideration Under the Grievance Procedure

1. Disciplinary actions taken under Section 708 of the County Charter.
2. Probationary release of workers.
3. Position classification.
4. Workload/Caseload, except as provided and modified in Article G.9 of this Agreement.
5. Merit System Examinations.
6. Items requiring capital expenditure.
- ~~6.7.~~ Master Article – No Discrimination
- ~~7.8.~~ Items within the scope of representation and subject to the meet and confer process.

Section 12.2 – Grievance Presentation

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

Section 12.3 – Procedural Compliance

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

Section 12.4 – Informal Resolution/Time Limits

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

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

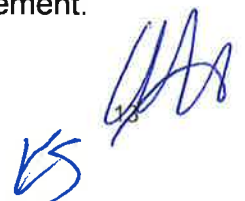
Within twenty (20) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the person designated by the appointing authority. A copy of the grievance shall be sent to Labor Relations and this copy shall dictate time limits. The grievance form 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.

d) Step Two

If the aggrieved continues to be dissatisfied, ~~he/she~~they may, within fifteen (15) working days after receipt of the first step decision, present a written presentation to be directed to the County Executive's designated representative indicating the aggrieved wishes the (1) County Executive's designated representative to review and decide the merits of the case or whether (2) the aggrieved wishes the grievance to be referred to an impartial arbitrator. The County and the Union agree to use the same arbitrators listed in Section 19.6. d. of the Master Agreement.



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

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

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

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

For the purposes of this section, Article 19.6 (c) 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.


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