

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
July 10, 2023

Shared with SEIU via email on Tuesday, July 11, 2023



County and SEIU agree to G.1 Realignments; below (pg.2)

G.1 – Salaries

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

Realignments:

JOB CODE	CLASSIFICATION	REALIGNMENT
E50	ELIGIBILITY EXAMINER	<u>1.50%</u>
E56	ELIGIBILITY EXAMINER - U	<u>1.50%</u>
E47	ELIGIBILITY WORKER I	<u>1.00%</u>
Z47	ELIGIBILITY WORKER I - U	<u>1.00%</u>
E46	ELIGIBILITY WORKER II	<u>1.00%</u>
Z45	ELIGIBILITY WORKER II - U	<u>1.00%</u>
E45	ELIGIBILITY WORKER III	<u>1.00%</u>
Z43	ELIGIBILITY WORKER III - U	<u>1.00%</u>
Y04	MEDICAL SOCIAL WORKER I	<u>4.00%</u>
Y0E	MEDICAL SOCIAL WORKER I - U	<u>4.00%</u>
Y03	MEDICAL SOCIAL WORKER II	<u>4.00%</u>
Y0D	MEDICAL SOCIAL WORKER II - U	<u>4.00%</u>
E65	PROGRAM SERVICES AIDE	<u>1.00%</u>
Y4B	SOCIAL SVCS APPEALS OFFICER <i>Base wage equal to EWS HA KS</i>	<u>3.28%</u> <small>* wage to align with EW Sup base pay eff 7/1/23</small>
Y3A	SOCIAL WORKER I	<u>1.00%</u>
W06	SOCIAL WORKER I - U	<u>1.00%</u>
Y3B	SOCIAL WORKER II	<u>1.00%</u>
W02	SOCIAL WORKER II - U	<u>1.00%</u>
Y3C	SOCIAL WORKER III	<u>1.00%</u>
W07	SOCIAL WORKER III - U	<u>1.00%</u>
<u>D20</u>	<u>YOUTH ENGAGEMENT SPECIALIST</u>	<u>3.00%</u>
H19	TEACHING HOME MAKER II	<u>0.05%</u>


 County Chief Negotiator
 Kristen Sweet, Labor Relations


 SEIU 521 Chief Negotiator
 Andrea Hightower, Senior Coordinator



County and SEIU agree to TA G.7 Section 7.1(g) and NEW differential; changes below (pg.3)

- g) ~~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 CANG, Non-Minor Dependent Unit, Dually Involved Youth Unit, and Adoption Finalization Unit, Social Worker II's and Social Worker III's who are regularly assigned to units in the Department of Family and Children Services, (DFCS) other than Emergency Response units, 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~~nine percent (~~8~~9%) of base wage.

~~#) All Social Worker I's (SWI) in DFCS, who are regularly assigned to Emergency Response and/or to the Scattered Sites shall receive a differential of one-half percent (0.5%) above the base pay.~~

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County and SEIU agree to TA CCL for G.9 Section 9.7(a, b,& c); below (pg.4-6)

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 workload, 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 EW III in intake, subject to Section G.7.1 I Eligibility Worker – Intake Differential.
2. An Eligibility Worker will normally be assigned forty-seven (47) generic intake applications in a 21 day month. This excludes GA, Foster Care and Health Care Reform (HCR) and AB720.
3. Foster Care: An Eligibility Worker will normally be assigned fifty (50) intake applications in a 21-day month.
4. Intake Cases shall not be assigned while workers are WOOC as an EW Supervisor.
5. The Triage function shall be performed by Intake Workers with the purpose of screening IN (immediate need) ES (expedited services)-CF pending applications only.
6. Intake Cases shall not be assigned while workers are performing triage function.
7. For the purposes of Section 9.8, all months in a calendar year will be considered as a 21-day month.

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 MediCal only cases (90-day cure period), discontinuance, clients must reapply for benefits through Intake with the exception of the following to be processed by Continuing workers:
 - Adding Medi-Cal to existing CalFresh cases

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- 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
- Adding CalFresh to existing Medi-Cal cases
 - So long as state law mandates that the eligibility determination for CalFresh be completed by the same worker servicing a client who is applying for or renewing their Medi-Cal service, an EWII or non-intake EWIII assisting a client with a Medi-Cal renewal in-person, online or by telephone must offer to conduct the associated CalFresh eligibility determination. Such worker shall be paid a seven and one-half percent (7.5%) intake differential for the day the task is assigned. EWII's are not eligible for WOOC pay as outlined in G.7.1. Once the CalFresh program is added, the case will be transferred to the Continuing/CalFresh Eligibility Worker.

4. Monthly individual caseload maximums are listed below:

188	Calworks
322	CalFresh/Medical
266	GA
615	Foster Care (AAP)
150	Foster Care

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

422	MediCal
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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) 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.
 - b. Cases closed without such referral.
 - c. Uncompleted cases transferred out of unit for lack of employer cooperation or other reason.
3. Quarterly IFD Match Reading Assignments: At the beginning of each quarter, each IEVS worker will be assigned a maximum of (30) cases of IFD Match Reading Assignments per day. The thirty (30) daily IFD Quarterly Match Reading Assignments are equivalent to 1.32 cases and the completed IFD Match Reading Assignments are to be included into the expected 82 quarterly case assignments.
2. Insofar as practical, cases involving more than three (3) employers will be equitably distributed within the unit.


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

- g) 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% 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 seventy percent (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 eighty percent (80%) or above, and be recommended by their supervisor/trainer, to promote to an Eligibility Worker II. Job performance and attendance must be satisfactory to be recommended for promotion.

During Eligibility Induction Training, workers will be administratively assigned to designated training units and will be supervised by Training and Staff Development Specialist, Staff Development Specialists, and/or Eligibility Worker Supervisors.

Flexibility will be used in developing and providing the training.


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County and SEIU agree to TA G.9 Section 9.8.1; changes below: (pg. 8)

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.

If the department assigns a caseload that exceeds the defined standards for a SW III or a SWII for a consecutive period of more than sixty (60) calendar days, the worker shall receive a one-time stipend payment of two-hundred and twenty-five dollars (\$225.00). Immediately thereafter (on day sixty-one (61)) the sixty (60) day count shall restart at day one (1). Such stipend is limited to once every sixty (60) days, is a stand-alone stipend, and shall not replace any overtime payment earned for work performed. This applies to workers regularly assigned to a Safety and Wellbeing unit, a Dependency Investigation unit, a Voluntary Services unit, or a Non-Minor Dependent unit.



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County and SEIU agree to TA G.9 Section 9.8.1(b); changes below: (pg. 9)

b. ~~Voluntary/Informal Supervision Voluntary Services: —A service caseload of 20 children for Voluntary/Informal Supervision will be the standard.~~

Social workers shall have a mixed caseload of Family Maintenance, Family Reunification, and Informal Supervision cases in alignment with the following caseload standard:

Social Worker III's shall maintain a caseload of sixteen (16) to ~~twenty~~ ^{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.


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County and SEIU agree to TA a NEW DEBS Side Letter; below: (pg. 10-12)

SIDE LETTER AGREEMENT BETWEEN
Santa Clara County and SEIU 521
DEBS CalSAWS Innovation Committee Overview

Following the state mandated implementation of CalSAWS and recent changes in state law, the parties agree that we are in a learning period for both the County and staff within DEBS. As such, staff and leadership must collaboratively reassess DEBS workflows and review our existing operational structure/s to best meet the needs of our community and improve the experience and effectiveness of our staff. Input and ideas from representatives across all DEBS classifications and work areas will be critical to creating better work structures across DEBS. To that end, the County and SEIU 521 agree to create a joint committee effective upon ratification of this Agreement to collaboratively assess and explore new approaches to work within DEBS – the DEBS Innovation Committee.

The guiding principles of this committee's work will be to ensure DEBS operates in a manner that best services the needs of families and individuals in our community who require benefits; to ensure that staff throughout DEBS have an appropriate and sustainable workload; to efficiently use our resources so we can maximize service to the community; and to most effectively utilize the CalSAWS technology required by the state. The committee will examine the effectiveness of our current operational model/s, investigate alternate operational model/s, review data, and create a program to implement the model/s that best advance our guiding principles.

SEIU shall appoint one (1) Intake Eligibility Worker for each division (five total: North County, General Assistance, South County, Generic, and Health Care Reform) and one (1) Continuing Eligibility Worker for each division (five total: North County, General Assistance, South County, Benefits Service Center, and Continuing Benefits Services) to serve as DEBS CalSAWS Innovation Committee members. The SEIU Committee members shall be granted paid release time to participate in DEBS CalSAWS Innovation Committee meetings. Should Innovation Committee members determine that the makeup of various sub-committees, data collection teams, workgroups etc. formed as part of this project better serve the guiding principles in a format or manner that differs from this side letter, the Committee shall be permitted to make such changes.

The Innovation Committee will be jointly selected and will be comprised of up to ten (10) members for the County and up to ten (10) members for the Union. The committee shall meet at least monthly and during work time and will have appropriate research and data to complete the work of the committee.

The Committee's work will progress in a two-phase process: the Design Phase followed by the Test Phase.



The County and SEIU shall jointly appoint three (3) Eligibility Workers to serve as DEBS Data Evaluators; they shall be granted up to four (4) hours a week of paid release time for work associated with this project. Innovation Committee members, DEBS administrators, and DEBS Data Evaluators will work together to define criteria and requirements used to generate reports pulled from the data collected. Responsibilities of DEBS Data Evaluators may include but are not limited to reviewing reports, interviewing and/or observing Eligibility Workers, and reviewing and analyzing data needed to make recommendations.

Effective upon ratification of this MOA by the Board of Supervisors, continuing through all phases of the DEBS CalSAWS Innovation Committee project, the caseload standards stated in Appendix G Section 9.7 shall be suspended. Instead, for all DEBS units (offices with or without individual or unit-based caseload standards), the County shall implement workloads based on what can be reasonably completed in an average workday, taking into account factors listed in Appendix G Sections 9.4 and 9.5 and the time Eligibility Workers spend serving on the Innovation Committee, as DEBS Data Evaluators, and/or other ways workers participate in this project. During the DEBS Innovation Committee project, the County shall not issue a verbal or written counseling nor formal discipline to any Intake or Continuing Eligibility Workers based on the caseload standards stated in Appendix G Section 9.7.

Design Phase

During the Design Phase the committee and/or committee workgroups will be established to design and propose potential business operations model(s) for effective client service delivery under the CalSAWS structure. The design workgroups will consist of subject matter experts from different DEBS groups, which may include but is not limited to:

- Executives
- Managers
- Supervisors
- Intake Eligibility Workers
- Continuing Eligibility Workers
- Employment Counselors
- Clerical Workers
- Program

SEIU and Labor Relations will be included as necessary in the process of defining the parameters of the design and/or workgroups or committees. The design phase shall begin no later than forty-five (45) calendar days following ratification of the successor MOA to the 3/9/2020-6/25/2023 MOA and will continue for up to nine (9) months. The design team and committees will finalize criteria including the test parameters, benchmarks, and testing timeframes. The design phase will conclude when the business model/s to test have been determined and written policies and procedures for the Test Phase have been generated. At the conclusion of the Design Phase, the Test Phase will commence. The County shall retain a third-party consultant who will review the data and make recommendations regarding existing practices, policies and contract language relating to case load standards and the specifics of CalSAWS. The DEBS Evaluator shall be granted

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paid release time to confer directly with the third-party consultant regarding the DEBS Evaluators' reports, findings and recommendations. The County shall instruct the third-party consultant that a DEBS Evaluator is a subject matter expert whose input is essential for accomplishing a complete analysis of DEBS and CalSAWS.

Test Phase

The Test Phase will involve defined group/s of Intake and Continuing Eligibility Workers and Supervisor/Management teams, as determined in the design phase, implementing the proposed operational model/s for a set period of time. During the test phase there will be regular check-ins, which will include iterative fine tuning, gathering data, and recognizing best practices and lessons learned. The test phase will continue for up to one (1) year.

At the conclusion of the test phase, the DEBS business operational model/s, as determined through this program, will be documented, and implemented. To properly document the DEBS operational model/s implemented, either the County or SEIU shall be permitted a limited reopener of SSU Appendix G Article G.9 Section 9.7.

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.


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