

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 11, 2023

Shared with SEIU via email on Wednesday, July 12, 2023

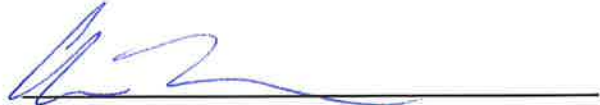
KS CAA

County and SEIU agree to G.7 Section 7.1 ; new language below (pg.2)

All Social Worker I (SWI) in DFCS, who are regularly assigned to Emergency Response and/or to the Scattered Sites, ~~including the~~ shall receive a differential of one and one-half percent (1.50%) above the base pay. *SSU* *✓*



County Chief Negotiator
Kristen Sweet, Labor Relations



SEIU 521 Chief Negotiator
Andrea Hightower, Senior Coordinator

1/3/23

County and SEIU agree to G.9 Section 9.8.2 ; below (pg.3)

2. Emergency Response/Immediate Response/Joint Response

Social Worker III's shall be assigned ten (10) to fifteen (15) new referrals and Social Worker II's shall be assigned eight (8) to twelve (12) new referrals. There will be 15 referrals in any calendar 21-day month, with credit. Credit toward the number of new referrals that can be assigned in any given calendar month shall be given in the case of full day absences for protective custody warrants, prorated at the rate of one (1) credit for full day absences for sick leave, vacation, personal leave, compensatory time, or required training of six (6) or more hours, approved all-day training during the employee's regular work day, or when working out of class (WOOC) as the Acting Unit Supervisor. Additionally, credit toward new referrals that can be assigned in a calendar month shall be given for every three (3) days of sick leave taken during the calendar month. DFCS shall use the existing referrals monthly chart based on the maximum number of the referral range to calculate adjusted monthly referrals assigned to ER Social Workers. -No Social Worker shall be assigned to the IR/JR Board in excess of eight (8) 10-workdays in any calendar month. If a worker calls out sick from and IR/JR shift the replacement practice shall be followed. For a ten-day referral, day one (1) is the date the referral is received through the Child Abuse and Neglect Center (CANC).

To maintain continuity of service for ten (10) day referrals or IR/JR assignments, a referral with a language requirement shall be assigned to a bilingual worker. When the worker who is bilingual in the language needed and is the next worker scheduled to receive a referral is already at eighty percent (80%) of their caseload standard based on previous referrals in their bilingual language, the department can assign the referral to any ER social worker who is bilingual in the language needed who has not yet reached their caseload capacity.

If the department assigns more than fifteen (15) referrals for a SWIII or twelve (12) referrals for a SWII in any calendar month, for one (1) to two (2) referrals over fifteen (15) referrals for a SWIII or twelve (12) referrals for a SWII, the worker shall receive a one-time stipend payment of one-hundred and seventy-five dollars (\$175.00), for three (3) or more, the worker shall receive a one-time stipend payment of two-hundred and twenty-five dollars (\$225.00). Such payments are stand alone; they do not replace any overtime payment earned for work performed. This applies to workers regularly assigned to an Emergency Response unit.

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

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


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Kristen Sweet, Labor Relations


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Andrea Hightower, Senior Coordinator



County and SEIU agree to NEW Side Letter for DFCS Emergency Response Project; below (pgs. 4 & 5)

DFCS Emergency Response Referral Standard Project

The County and SEIU agree that DFCS Emergency Response Social Worker III's and Social Worker II's shall begin a project to examine current referral/workload standards and determine the appropriate monthly referral/workload standard. Within forty-five (45) calendar days following ratification of the successor MOA to the 3/9/2020-6/25/2023 MOA this project will begin and will continue for up to four (4) 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 project;
- An eight (8) member Project Oversight Committee will be formed. The makeup shall include a total of four (4) SEIU members and four (4) DFCS management members. For SEIU at least three (3) members shall be Emergency Response subject matter experts and up to one (1) may be a DFCS Steward. For management at least three (3) members shall be Emergency Response managers and one (1) shall be from DFCS administration. This Committee shall meet as necessary, at least once per month during the term of the project with release time provided for such meetings;
- All DFCS Social Worker II's and III's regularly assigned to an Emergency Response unit shall participate in this project at a reduced referral/workload standard structure as set forth here:
 - The project will start on the first day of a calendar month and the baseline information for comparison will be the same months in 2022 (ex: if the project duration is Sept-Dec 2023, the baseline will be Sept-Dec 2022);
 - During the project, the identified Emergency Response Social Worker II's shall have a monthly referral/workload standard of eight (8) and Social Worker III's shall have a monthly referral/workload 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) referrals to a Social Worker II participating in the project and more than ten (10) referrals to a Social Worker III participating in the project in any calendar month;
 - This over standard structure will begin immediately after ratification of this MOA by the County and Union. At the conclusion of the project the referral/workload standard along with the applicable over standard stipend structure, and case credit structure recommended by the Committee will remain in effect during the Meet and Confer process.
 - There will be no referral credits/reductions for single day absences and, as appropriate, a referral credit structure for multi-day absences within a given month shall be determined during this project. The formula for determining



credit to the monthly referral/workload standard (for reasons as specified in the MOA) shall be determined during this project.

- The Project Oversight Committee shall be permitted to make changes to the project parameters as necessary.

At the conclusion of the project, the findings and recommendations of the Project Oversight Committee shall be made available to SEIU. Further, DFCS will provide notice to SEIU detailing any modifications to the Emergency Response referral/workload standard structure that it proposes to make to the Parties' MOA. DFCS will comply with all notice and Meet and Confer obligations associated with any such proposed 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.



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Kristen Sweet, Labor Relations



SEIU 521 Chief Negotiator
Andrea Hightower, Senior Coordinator



County and SEIU agree to TA removing DFCS Over Standard Pilot and Differential; below (pg. 13)

SSU Unit DFCS Over Standard Pilot and Differential

Letter of Understanding

The parties (Union and County) agree to meet within 30 days of ratification to establish parameters of the DFCS over standard pilot program. This program is to provide a stipend for referrals over the contractual standard. The parties agree to the following:

- SWII/III who receive 1-2 referrals over the contractual standard shall receive a monthly stipend of \$100
- SWII/III who receive 3 or more referrals over the contractual standard shall receive a monthly stipend of \$150
- SWII/III in Continuing, DI, NMD, or Voluntary Services who are over the contractual standard may receive a monthly stipend of \$100 if over the contractual standard for over 60 days.

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


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