



# County of Los Angeles CHIEF ADMINISTRATIVE OFFICE

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DAVID E. JANSSEN  
Chief Administrative Officer

July 2, 2002

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

## APPROVAL OF AMENDMENT NO. 2 TO THE MEMORANDUM OF UNDERSTANDING WITH BARGAINING UNIT 711 (3-VOTES)

### IT IS RECOMMENDED THAT YOUR BOARD:

Approve Amendment No. 2 to the Memorandum of Understanding (MOU) for the Social Workers (Unit 711).

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The recommended action is to implement Amendment No. 2 to the MOU for Unit 711.

### IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action will promote Workforce and Service Excellence by ensuring that caseloads are appropriately assigned to the staff in an effort to provide quality service to the public.

### FISCAL IMPACT/FINANCING

The recommended changes will not result in any fiscal impact.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Amendment No. 2 to the MOU for Bargaining Unit 711 provides caseload language to Social Workers assigned to Social Security Income advocacy cases, clarifies the

Board of Supervisors

GLORIA MOLINA  
First District

YVONNE BRATHWAITE BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District



United We Stand

Honorable Board of Supervisors  
July 2, 2002  
Page 2

structure of caseload committees, and establishes a special committee to address workload issues involving Community Workers. The Amendment has been ratified by the employee organization.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

None.

**CONCLUSION**

The accompanying MOU amendment has been approved as to form by County Counsel.

Respectfully submitted,

DAVID E. JANSSEN  
Chief Administrative Officer

DEJ:DS:  
APM:rld

Attachment

c: Executive Officer, Board of Supervisors  
County Counsel  
Director of Community and Senior Services  
Director of Public Social Services  
Director of Children and Family Services  
Director of Health Services  
Director of Mental Health

AMENDMENT NO. 2  
MEMORANDUM OF UNDERSTANDING  
FOR JOINT SUBMISSION  
TO THE BOARD OF SUPERVISORS  
REGARDING SOCIAL WORKERS

THIS AMENDMENT NO. 2 TO THE MEMORANDUM OF UNDERSTANDING, made  
and entered into this 12<sup>th</sup> day of June, 2002,

BY AND BETWEEN

Authorized Management Representatives  
(hereafter referred to as "Management") of  
the County of Los Angeles (hereinafter  
referred to as "County")

AND

SOCIAL SERVICES UNION, LOCAL 535,  
SEIU, AFL-CIO (hereinafter referred to as  
"Local 535" or "Union")

WHEREAS, on the 31<sup>st</sup> day of July, 2000, the parties entered into a Memorandum of  
Understanding regarding Social Workers, which Memorandum of Understanding was  
subsequently approved and ordered implemented by the County's Board of Supervisors;  
and

WHEREAS, as a result of mutual agreement, the parties desire to amend said Memorandum of Understanding as set forth hereafter:

NOW, THEREFORE, the parties agree as follows:

1. Amend Article 18, Caseloads, as appended hereto.
2. This Amendment No. 2 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 2 will be effective when and if approved and implemented by said Board of Supervisors, in the same manner as provided in Article 4, which was applicable to the implementation of the original Memorandum of Understanding.
3. Except as herein specifically amended, each and every other provision of said Memorandum of Understanding shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Amendment No. 2 to the Memorandum of Understanding the day, month and year first above written.

SOCIAL SERVICES UNION, LOCAL 535  
SEIU, AFL-CIO  
REPRESENTATIVE

COUNTY OF LOS ANGELES  
AUTHORIZED MANAGEMENT

By \_\_\_\_\_

By \_\_\_\_\_

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

ARTICLE 18                    CASELOADS--DEPARTMENT OF PUBLIC SOCIAL SERVICES AND  
COMMUNITY AND SENIOR SERVICES

Section 1.                    Definitions

- A.     Workload is the number of employee hours which represents the work effort required to successfully complete a given quantity of tasks. These employee hours may represent individual, group, unit, district, division, or departmental employee work efforts.
  
- B.     In the Intake categories, caseload is a number representing the quantity of new cases assigned during a report month to an individual, group, unit, district, division, or department of employees. In the Approved categories, caseload is a number representing the quantity of cases permanently assigned at a specified point in time to an individual, group, unit, district, division, or department of employees.
  
- C.     Yardstick is a number used by Management to budget employee months each fiscal year.

Section 2.                    Caseload Assignments

A.     It is the intent of Management to:

1.     Fill vacant budgeted positions provided that adequate Federal/State funding is available and, in DPSS only, to fill behind approved medical and unpaid educational leaves in excess of thirty (30) days.
  
2.     Assign caseloads equitably so that a Social Worker, GSW, or Appeals Hearing Specialist will not have a significantly higher caseload than other Social Workers, GSW's, or Appeals Hearing Specialists performing similar tasks.

B.     In an effort to equitably distribute caseloads, Management will adjust Departmental staffing imbalances. When an employee believes that the caseload assigned by his immediate supervisor requires a work effort that the employee cannot attain or maintain, the employee may:

1.     File a grievance requesting that his/her caseload be reduced,
  
2.     Refer his/her caseload complaint to the Caseload Committee.

Prior to filing a caseload grievance or referring the complaint to the Caseload Committee, the employee will discuss the complaint with his Office Head Agent (Human Services Administrator I) in an attempt to resolve the dispute.

An employee desiring the Caseload Committee to review a caseload complaint must direct a letter to the Head, Employee Relations, or the Personnel Officer in CSS, with copies to the Union and the Human Services Administrator III or Section Chief in CSS fully describing the complaint. Such a letter shall be filed within ten (10) business days from the occurrence of the matter on which a violation is made or within ten (10) business days from his knowledge of such occurrence.

It is understood that employees may not have caseload complaints referred to the Caseload Committee and also process the complaint through Article 29, Grievance Procedure.

### Section 3.

Management shall not take disciplinary action, including, but not limited to suspension, reduction, or discharge, or prepare any written grams, warnings, or reprimands or make negative reference on performance evaluations due to inadvertent errors, or due to the

employee's inability to complete all the tasks associated with the employee's assigned cases, if such errors or omissions occur when the employee's caseload exceeds the Monthly Maximum Caseload for Discipline Purposes of the category to which he is assigned, as specified in this section. Nothing herein shall be construed to limited Management's authority to determine the priorities of an employee's case tasks.

During the term of this agreement, should yardstick studies be completed which reveal that the numbers listed in this Section are too high, they will automatically be adjusted downward to reflect the new yardsticks.

<u>Category</u>	<u>Monthly Maximum for Discipline Purposes</u>
In Home Support Services- Intake	31
In Home Support Services-Approved	249
Out of Home Care	139
Adult Protective Services-Referrals (Field Operations)	15
Adult Protective Services-Referrals (Civic Center Homeless Project)	30
Appeals - Regular	21

In addition, it is the intent of Department of Public Social Services management to maintain stable caseloads for GSW's and SSI Advocates. Also, in lieu of a monthly maximum for discipline purposes for GSW's and SSI Advocates, management shall not take disciplinary action, including but not limited to, suspension, reduction, or discharge, or prepare any written grams, warnings, or reprimands, or make negative reference on performance evaluations due to inadvertent errors or due to the employee's inability to complete all the tasks associated with the employee's assigned cases against such GSW's or SSI Advocates. Nothing herein shall be construed to limit management's authority to determine the priorities of an employee's case tasks.

It is management's intent to evaluate the feasibility of adjusting the IHSS numbers listed in this section and the corresponding yardsticks should substantial IHSS funding become available during the term of this agreement.

#### Section 4.            External Change

When changes in caseload or major changes in workload result from Federal or State legislative/regulatory changes, Management will implement such changes. It is Management's intent to notify the Union of such changes prior to implementation. In the event that Management cannot inform the Union prior to implementation, Management will ensure that the Union is advised within 30 days after Management is notified of such

changes. At the time Management notifies the Union, Management will make available to the Union, copies of the Federal or State legislation/Regulations which necessitate revision in the caseload. If the Union wishes to negotiate with Management regarding the caseload of the employees affected by such implementation, the Union shall notify Management's authorized agent within five (5) working days from the receipt of such notice.

Section 5.            Internal Change

Management will meet and consult with the Union prior to conducting Management work systems and/or measurement studies to discuss methodology, offices to be studied, and target dates. When changes in caseload or major changes in workload result from such studies, Management will notify the Union of the results of such studies prior to implementing the change. If the Union wishes to negotiate with Management regarding the caseload of the employees affected by such implementation, the Union shall notify Management's authorized agent within five (5) working days from the receipt of such notice.

The Union may request a review of the raw data resulting from the study within 5 days from receipt of notice from Management that the study is completed. If such review is requested, Management will designate a time, place and date for one (1) Union official and two (2) employees to review the raw data.

Section 6.            Caseload Committee

Five committees (IHSS, GSW, APS, ASH, and SSI Advocate) composed of representatives from departmental management from each department and employees selected by the Union from the Social Worker and GAIN classifications in each department shall be established with the effective date of this agreement. The purpose of each committee shall be to meet and discuss staffing imbalances, caseload problems and program changes for the purpose of resolving problems.

Each Caseload Committee shall consist of five (5) members representing departmental management, five (5) Social Workers, five (5) GSW's and GAIN Coordinators, or five (5) Appeals Hearing Specialists representing the Unit, and one (1) Union official. Others may participate upon mutual agreement. Meetings will be held on a monthly basis at the Union's request. Any proposals agreed to during such meetings will be recommended to top management for implementation by the Head, Employee Relations, PSS, or the Program Manager, Aging and Adult Services, CSS.

The Union will make every reasonable effort to provide to management an agenda at least 5 business days prior to each meeting. The Union may raise additional issues which arise after submission of the agenda at the time of the meeting. Issues which relate to an individual office will be discussed with the responsible office head before being brought to the Committee.

Section 7.            Specialization

When Management assigns caseloads resulting from the specialization of an intake or approved function of a category listed, or when Management assigns caseloads resulting from combinations of the intake or approved functions of categories listed, Management will adjust an employee's caseload to maintain an equitable workload relative to the workload of those employees assigned to an intake or approved function of related categories listed.

Section 8.

It is the intent of Management not to replace IHSS Social Worker positions with positions in other classifications.

Section 9.

In addition, the parties agree to establish a Community Worker workload review committee. This committee shall meet no more frequently than quarterly and will consist of six (6) members of Management and six (6) employees from the Community Worker series. The purpose of this committee is to discuss and endeavor to reach agreement on such workload issues as assignment imbalances and related considerations. Others may attend upon mutual agreement.