

5/18/23
8:25 AM

SEIU 521 Negotiations 2023
Public Health Unit County Proposal 2
Date: Monday, May 18, 2023 Time: 8-10AM
Meeting 3

Section	Proposal
C.1 Job Classifications	CP2 holds to CP1 dated 5/8/23
C.2 Public Health Nurses Voluntary Reduced Work Hours	CP2 holds to CP1 dated 5/8/23
C.3 Accumulated Time Earned	CP2 holds to CP1 dated 5/8/23
C.6 Work Out of Classification Assignment	CP2 modifies CP1 dated 5/8/23 See attached
C.8 Educational/Licensure Maintenance Provisions	CP2 modifies CP1 dated 5/8/23 See attached
C.11 Special Assignments	CP2 holds to CP1 dated 5/8/23
C.14 Lead Assignments	CP2 holds to CP1 dated 5/8/23
C.17 State or National Certification Pay	CP2 modifies to CP1 dated 5/8/23 See attached
C. 19 (SEIU NEW) C.9 Preceptor Pay Differential	CP2 holds to CP1 dated 5/8/23; still evaluating UP1 dated 4/14/23

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**County's Counter Proposal #2 to SEIU-May 18, 2023
Appendix C-Public Health Nursing Unit**

APPENDIX C – PUBLIC HEALTH NURSING UNIT

C.1 – Job Classifications – County Not in Agreement w/ UP from May 8, 2023, and holds to CP May 8, 2023

The following job classifications will be represented by the Public Health Nurse Unit:

Job Code	Job Title
S50	Public Health Nurse I
S48	Public Health Nurse II
S47	Public Health Nurse III
S45	Public Health Nurse Specialist

The salary shall be identified by job code and listed in Appendix A.

~~Salary realignment proposals for the Public Health Nurse Unit may be submitted during Public Health Nurse Unit negotiations.~~

Realignments:

~~Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), the following classifications shall receive realignments as listed below:~~

JOB CODE	CLASSIFICATION	REALIGNMENT
S50	Public Health Nurse I	5.00%
S48	Public Health Nurse II	5.00%
S47	Public Health Nurse III	5.00%
S45	Public Health Nurse Specialist	5.00%

~~Effective June 15, 2021 (pay period 21/23), the following classifications shall receive realignments as listed below:~~

JOB CODE	CLASSIFICATION	REALIGNMENT
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S50	Public Health Nurse I	1.00%
S48	Public Health Nurse II	1.00%
S47	Public Health Nurse III	1.00%
S45	Public Health Nurse Specialist	1.00%

~~C.2 – Public Health Nurses Voluntary Reduced Work Hours – County Not in Agreement w/ UP from May 8, 2023, and holds to CP May 8, 2023~~

~~All classes within the Public Health Nursing Bargaining Unit shall have a right to elect the five percent (5%) option of the Voluntary Reduced Work Hours Program as described in Article 8, Section 8.13.~~

~~C.3 – Accumulated Time Earned – County Not in Agreement w/UP from May 8, 2023, and holds to CP May 8, 2023~~

~~Public Health Nurses I, II, III, and Public Health Nurse Specialist(s) shall be provided six and one half (6.5) additional days of vacation per year to be used in accordance with prescribed vacation scheduling procedures. The parties recognize that this program is extended to those classifications which have an alternate pay plan two and one half percent (2 1/2%) below the regular pay or two and one half percent (2 1/2%) below the regular pay for those workers on the Voluntary Reduced Work Hours Program.~~

C.6 – Work Out of Classification Assignment - County Not in Agreement w/ UP from May 8, 2023, and County Modifies CP dated May 8, 2023, on May 18, 2023

a) Work Out of Classifications (WOOC)

1. The Deputy Director of Public Health, Nursing Services, or the appropriate level of management shall determine when a WOOC assignment will be made.
2. In evaluating a qualified Public Health Nurse, the following shall be considered: at least two (2) years' experience as a Public Health Nurse II within Santa Clara County, years and type of experience working in a public health nursing capacity; evidence of demonstrated competency; attendance record; and if relevant, disciplinary record. Public Health Nurses in Split Codes, Alternate Hours, or Voluntary Reduced Work Hours will not be prohibited from WOOC assignments provided their work schedule corresponds with the required coverage of the position designated for the WOOC assignment.

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Page | 2

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3. Qualified Public Health Nurses as defined above may express an interest in WOOC assignments by advising their manager in writing. Priority will be given to staff that meet the minimum qualifications within the worksite location affected before staff at other worksites.
- b) Short-term WOOC
1. All PHN staff interested in short-term WOOC will submit their name, in writing, to the Public Health Nurse Manager. Short-term WOOC assignments will be assigned as equally as practicable.
 2. At least once a year in the month of June, management will notify PHN staff of the opportunity to submit their name for the interest list described in b)1. ~~During the month of December, PHN staff may submit their name expressing their interest in a short-term WOOC assignment as described in (b)(1) for consideration between January and June of each calendar year. During the month of June, PHN staff may submit their name expressing their interest in a short-term WOOC assignment as described in (b)(1) for consideration between July and December of each calendar year.~~
 3. A PHN may withdraw their interest in a short-term WOOC assignment at any time.
 4. Upon request from the Union, the department will provide the Union with the list of PHNs interested in short-term WOOC assignments no more than two times in a calendar year.

Short-term WOOC assignments are defined as WOOC assignments expected to last twenty (20) working days or less. Short-term WOOC assignments will be rotated as equally as practicable among Public Health Nurses that are qualified, as defined in C.6 (a) (2), within the applicable work unit or work location. WOOC assignments are voluntary. WOOC assignments shall be offered first to workers within the unit or work location before requesting volunteers for short-term WOOC from other unit(s) or work location(s). Management reserves the right to select the Public Health Nurse for the WOOC. ~~Management also reserves the right to encourage and require nurse(s) to work WOOC assignments in the absence of a qualified volunteer. While management shall seek to only use volunteers for WOOC assignments, management reserves the right to require nurses to work WOOC assignments in the absence of a qualified volunteer.~~ These assignments

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Page | 3

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will be filled by the appropriate level of management at the affected worksite. Due to an unusual circumstance(s), an emergency(s) or time constraints, management may extend the short-term WOOC assignment for up to two (2) pay periods when necessary.

- ~~1. All PHN staff interested in short term WOOC will submit their name, in writing, to the Public Health Nurse Manager.~~
- ~~2. During the month of December, PHN staff may submit their name expressing their interest in a short term WOOC assignment as described in (b)(1) for consideration between January and June of each calendar year. During the month of June, PHN staff may submit their name expressing their interest in a short term WOOC assignment as described in (b)(1) for consideration between July and December of each calendar year.~~
- ~~3. A PHN may withdraw their interest in a short term WOOC assignment at any time.~~
- ~~4. Upon request from the Union, the department will provide the Union with the list of PHNs interested in short term WOOC assignments no more than two times in a calendar year.~~

c) Long-term WOOC

Long-term WOOC assignments are defined as more than twenty (20) working days to a maximum of one full calendar year with the option to extend the long-term WOOC assignment. Long-term WOOC assignments may be made outside the work unit or work location. The assignment will be filled as follows:

1. Management will post a long-term WOOC assignment for a minimum of ten (10) working days. All PHN staff will be notified of a long-term WOOC assignment via County e-mail.
2. Qualified PHN staff who wish to be considered for the assignment will submit a request in writing to the designated manager within ten (10) working days of e-mail notification.
3. The selection process shall include an interview with the appropriate level of management and one (1) PHN representative from the

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Page | 4

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affected worksite.

4. Staff input into the final selection shall be advisory. The Deputy Director of Public Health, Nursing Services, or the appropriate level of management, shall retain full and complete responsibility for selecting a candidate for the WOOC assignment as delegated by the appointing authority.
5. All PHN staff who have submitted written interest will be interviewed and considered prior to management making a final selection.
6. Long-term WOOC assignments will be rotated as equally as practicable among Public Health Nurses that are qualified as defined in C.6 (a) (2). In the event that a rotation is not possible, a PHN shall be provided with a reason for non-selection upon request of the PHN.

During this recruitment and selection process, management shall be able to temporarily fill the long-term WOOC assignment pursuant to the short-term WOOC processes described in C.6 (b) or, if applicable, pursuant to C.6 (d). Short-term WOOC assignments used to temporarily fill a long-term WOOC assignment may exceed the time limitations described in C.6 (b).

d) WOOC Selection from List

Where Public Health Nursing Administration or the appropriate level of management in other work locations is not able to comply with this procedure due to an unusual circumstance(s), an emergency(s) or time constraints, the selection shall be made from a list of interested staff who have previously submitted their names in writing to the Deputy Director of Public Health, Nursing Services or the appropriate level of management.

C.8 – Educational/Licensure Maintenance Provisions – County Not in Agreement w/ UP from May 8, 2023, and County Modifies CP dated May 8, 2023, on May 18, 2023

- a) Continuing Education Leave
 1. The County agrees to provide time without loss of compensation and benefits for workers within the Public Health Nursing Unit to participate in educational courses, seminars, in-service training, workshops, and courses taken for certifications and credentials provided it is needed in order to maintain licensure and is clearly

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Page | 5

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identified as needed for maintenance of licensure. Time off will be made available provided that the required work is covered.

2. For the purpose of providing time without loss of compensation and benefits, workers in the PHN Unit will ~~only be provided up to with enough paid time~~ thirty-two (32) hours every two years required to fulfill the continuing education ~~requirements units needed for maintenance of licensure by the State of California every two years.~~ Use of Continuing Education Leave shall only be granted for education needed to satisfy State of California licensure requirements. Educational leave for PHNs in half-time codes and split codes will be prorated. If the worker is requesting more educational leave, ~~then than needed to meet the State of California requirement for maintenance of licensure,~~ vacation, personal time, compensatory time, or leave without pay must be used.
3. Participation in the Public Health Nursing Unit Education/Licensure Maintenance Provisions shall not alter the nurses' right to benefits included in the Educational Leave and Tuition Reimbursement under Section 12.9 of the Master Agreement.

b) Maintenance of Licensure Fund

1. The County will fund, on a matching basis, twenty-five thousand dollars (\$25,000) over the contract period for continuing education. This amount is over and above the tuition reimbursement fund in the master agreement.
2. Funding shall include, but not be limited to, reimbursement for related expenses such as travel, lodging, and meals, in accordance with County policy.
3. Funding for tuition and books will be on a one hundred percent (100%) basis. Funding for related expenses in C.8 (b) (2) will be on a matching basis: fifty percent (50%) by the County and fifty percent (50%) by the worker, up to a total draw per worker of six hundred seventy-five dollars (\$675) per two-year licensure period.
4. The Department will be responsible for administering the funds. A financial statement reflecting the status of the fund will be forwarded to the Union semi-annually each fiscal year thereafter.

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Page | 6

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5. Reimbursement forms will be available in all offices. Reimbursement monies will be included in the workers regular pay check.

Note: Workers interested in accessing the fund must fill out the "PHN Educational/Licensure Maintenance Provisions Request for Reimbursement"

c) Requests for Continuing Education Leave and/or Reimbursement

1. Requests for continuing education leave and/or reimbursement will include a copy of the announcement with information about the course. If an announcement is not available for the course, details in the written application for PHN Educational/Licensure Maintenance Provisions shall include but not limited to the course(s), institute, hours, and the number of CEUs credited to maintenance of licensure.
2. Requests for continuing education leave and/or reimbursement must be received by the worker's immediate supervisor no less than twenty (20) working days prior to the requested date of continuing education leave and/or commencement of course requested for reimbursement. At least ten (10) working days prior to the commencement of the continuing education leave date and/or commencement of course requested for reimbursement, the worker's immediate supervisor shall respond in writing to the nurse. When notification of a need for continuing education leave and/or reimbursement for a course is received less than twenty (20) working days prior to the date requested for continuing education leave and/or commencement of course requested for reimbursement, the worker's direct supervisor may consider approval based on operational needs.
3. In all instances set forth above, the continuing education leave and/or reimbursement requests shall be subject to approval by the worker's direct supervisor. Such requests shall not unduly interfere with staffing requirements of the Department or duplicate comparable training offered by the Department. The Department agrees that it shall not unreasonably withhold approval. If denied, the reason for denial will be stated by the Department.

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Page | 7

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4. Written proof of attendance may be requested by the Department.

C.11 – Special Assignments – County Not in Agreement with UP dated April 14, 2023, and holds to CP May 8, 2023

a) **Policy**

It shall be the policy of the Deputy Director of Public Health, Nursing Services to consider all Public Health Nurses I/II when making an assignment that falls within the definition and scope of a special assignment.

b) **Definition of Special Assignment**

A special assignment is a project, Community Based Organization grant funded program, educational opportunity, or activity, that is designed and approved as a special assignment by the Deputy Director of Public Health, Nursing Services within the level of responsibility performed by a Public Health Nurse I/II, and requires the selection of an individual(s). A special assignment is one that has County-wide impact and/or has a broad program base (i.e., Communicable Disease).

- c) A special assignment may be initiated and/or requested by: the community; County or other agency; Public Health Administration; Public Health Medical Services; project grant proposals; PHN staff members; government agencies; consumers. (Refer to C.11 b)

d) **Procedure for Notifying Nurses of Special Assignments**

1. Public Health Administration shall notify all PHN staff via County e-mail.
2. The notification will include the following:
 - a. Identification that is a Special Assignment.
 - b. Length of assignment with approximate starting/ending dates, if known.
 - c. A brief description of the assignment.
 - d. List of criteria for staff to consider when making application.
 - e. Application deadline.

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Page | 8

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3. The posting period will be a minimum of ten (10) work days from the date all PHN staff are notified via County e-mail.
 4. Nurses who are interested will, submit an e-mail declaring their interest to the appropriate manager of said special assignment within ten (10) working days of the e-mail notification by the County. The appropriate manager will acknowledge receipt of the e-mail declaring interest in the special assignment.
 5. Public Health Administration will notify all applicants and their manager of the PHN selected for the special assignment within ten (10) work days after selection has been made.
- e) Special assignments may be made for up to fifty-two (52) pay periods. Assignments continuing beyond fifty-two (52) pay periods will be reopened using the above notification procedure, six (6) pay periods prior to the end of the fifty-two (52) pay periods.
- f) Public Health Administration may not comply with the above special assignment procedure in documented cases when a ten (10) day notification period may not be practicable. In such cases, documentation shall consist of the information regarding the special assignment submitted to Public Health Administration by the party requesting the special assignment and shall be available for review at the Public Health Administration Office when reasonable advance notice is given.
1. The Public Health Nurse selected will be responsible to her/his supervisor for arranging hours.
 2. The Public Health Nurse selected will be responsible to a Public Health Nurse Manager I/II with the program responsibility for sharing information, identifying problems and problem solving as they relate to the Special Assignment. Ten (10) working days notification shall be given to respective worksites.
- g) Special Assignments shall be rotated as equally as practicable. In the event that a rotation is not possible, a PHN shall be provided with a reason for non-selection upon request of the PHN.

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Page | 9

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C.14 – Lead Assignments - County Not in Agreement with UP dated May 8, 2023, and holds to CP May 8, 2023

The County and the Union agree to have up to ten (10) Public Health Nurse II Leads for a two-year rotation assignment. If the Lead PHN is out on leave of absence, they shall not receive the lead differential and the assignment may be temporarily assigned to another worker for the duration of the leave of absence. The Lead duties include will acting as a resource person and mentor to staff and will support and assist the Public Health Nurse Manager I or II in accordance with Section 20.2 in the Master Agreement.

- a) The Lead will not have disciplinary responsibilities, but may counsel workers as reflected in Section 6.4 of the Master Agreement.
- b) Each Lead assignment will be for a two-year rotation. By mutual agreement there can be an optional third year, if there are no other qualified volunteers.
- c) The Public Health Nurse II Leads shall receive a five (5%) differential for performing lead duties. ~~this assignment.~~
- d) After a request for volunteers, considering staff input, the manager will give consideration to qualified volunteers. The Public Health Nurse Manager, or the Deputy Director of Public Health, Nursing Services, will determine the Lead assignments.

C.17 – State or National Certification Pay - County Not in Agreement w/ UP from May 8, 2023, and County Modifies CP dated May 8, 2023, on May 18, 2023

Annual compensation of two hundred fifty seventy-five dollars (\$2750.00) may be issued to a coded worker in the Public Health Nursing Unit who is certified or recertified in a specialty that is applicable to her/his current area of practice in the Public Health Department. Each coded worker in the Public Health Nursing Unit may apply for State or National Certification Pay provided:

- a) The certification is clinically relevant to the worker's current area of practice in the Public Health Department and will enhance the worker's knowledge base and skill in providing expert care to Public Health Department clients.
- b) The certification is issued by a state or nationally recognized accrediting agency and applicable to current area of practice in the Public Health Department.
- c) Certification that is required by the California Board of Registered Nursing (BRN) to meet certification or recertification requirements as a Public Health Nurse shall not qualify for State or National Certification Pay

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Page | 10

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Verification of successful completion of such certification or recertification must be submitted during the month of April to receive State or National Certification Pay.

NEW Proposed by SEIU C.19– Preceptor Pay Differential - County Not in Agreement with UP dated April 14, 2023, County is still evaluating proposal, May 8, 2023

- ~~1. Preceptor differential of two dollars and twenty five (\$2.25) per hour will be paid to a Public Health Nurse or Public Health Nurse Specialist with established preceptor competencies and only on the hours they are assigned to precept. Precepting includes training/teaching nurses who:
 - Change specialty or transfer into a new specialty;
 - New graduate nurses and interim permittees;
 - Nursing students in their internships/externships.~~
- ~~2. For the purposes of this section, a preceptor is a Public Health Nurse II/III or Public Health Nurse Specialist assigned to function as a role model, teacher, and evaluator for a specific nurse. The preceptor role is voluntary and will be assigned equitably to all unit workers. A Public Health Nurse II/III or Public Health Nurse Specialist accepting assignment as a preceptor agrees to the role, duties, and responsibilities outlined in the role description for a preceptor.~~
- ~~3. To be eligible for this differential, a preceptor must have been assigned in writing by the preceptor's manager or designee pursuant to this Section.~~
- ~~4. Effective January 2024, a preceptor must also have successfully completed the preceptor training program and preceptor competencies. The structure, objectives, and content of the formalized training program and the amount of formalized training shall be determined by the Public Health Department in collaboration with the Union. No Public Health Nurse II/III or Public Health Nurse Specialist shall be assigned preceptor duties prior to completing this training program. Current Public Health Nurse II/III or Public Health Nurse Specialist performing preceptor duties shall receive the Preceptor pay.~~

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Page | 11