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County's Counter Proposal #6 to SEIU-June 26, 2023
Appendix C-Public Health Nursing Unit

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APPENDIX C – PUBLIC HEALTH NURSING UNIT

C.1 – Job Classifications – County Not in Agreement w/ UP from June 25, 2023, and County holds on CP dated June 24, 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 Adjustments:

Consistent with the County Classification Report for the Public Health Nurse Classification Series dated January 20, 2023, the County and Unit agree to meet and confer during the term of this Agreement regarding County-recommended salary adjustments. Subject to and depending on the outcome of the meet and confer process, workers in the Unit will have their salaries adjusted not less than the following:

| JOB CODE | CLASSIFICATION | SALARY ADJUSTMENT |
|----------|--------------------------------|-------------------|
| 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 | 6.50% |

The recommended Salary Adjustments are separate and apart from any realignments negotiated under the terms of this Agreement, and will be effective following the completion of the County Classification Report meet and confer process and approval by the Board of Supervisors.

~~Salary realignment proposals for the Public Health Nurse Unit may be~~

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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 |
|----------|--------------------------------|-------------|
| 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 June 25, 2023, and County holds to CP dated June 24, 2023, CCL

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.8 – Educational Leave /Licensure Maintenance Provisions – County Not in Agreement w/ UP from June 25, 2023, and County holds to CP dated June 24, 2023

- a) Continuing Education Leave
 - 1. The County agrees to provide thirty (30) hours per calendar year for educational leave time without loss of compensation and benefits for workers within the Public Health Nursing Unit to participate in Board

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of Registered Nurses approved continuing educational courses, seminars, in-service training, workshops, and courses for the purpose of maintenance of licensure. Educational leave for PHNs in part-time codes half-time codes and split codes will be prorated.
~~taken for certifications and credentials provided it is needed in order to maintain licensure and is clearly 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 (30) hours per calendar year for educational leave, required to fulfill the continuing education units needed for maintenance of licensure by the State of California every two years. 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. Educational leave granted shall not be counted toward the base period in calculation of overtime.
4. 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.

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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.
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.

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

C.17 – State or National Certification Pay - County Not in Agreement w/ UP from June 25, 2023, and County holds to CP dated June 9, 2023

Annual compensation of three hundred fifty dollars (\$25300.00) 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

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 C.19 – Preceptorship Program and Pay Differential - County Not in Agreement w/ UP from June 25, 2023, and County holds to CP dated June 24, 2023~~

Eligible Public Health Nurses (PHN) who engage in precepting, as defined in this section, shall receive a preceptor differential in accordance with the following terms:

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a) "Precepting" Defined.

- 1) Precepting means training/teaching nursing students who require one-on-one preceptorship with a PHN to fulfill clinical hours that are part of a Board-approved educational curriculum. For the purposes of this paragraph, "Board" means the California Board of Registered Nursing.
- 2) Precepting does not include time spent orienting new employees/staff (e.g., acting as a Guide Nurse); teaching new equipment or new skills; nor working with nursing students who are performing their routine clinical rotations or shadowing short term during their routine clinical rotations.

b) Eligibility. To be eligible for the Preceptorship Differential Program, ~~the worker a~~ PHN must:

- 1) Be employed as a Public Health Nurse (PHN) II/III or PHN Specialist and have at least two (2) years of relevant PHN experience.
- 2) Have successfully completed a Department authorized preceptor training and meet preceptor competencies and or orientation program and meet preceptor competencies. If authorized and/or directed by the Director of Public Health Nursing or the Director's designee, a PHN shall not be prohibited from receiving the Preceptor Differential, as outlined in this article, for any precepting performed prior to development and implementation of the training.
- 3) Agree to the role, duties, and responsibilities outlined in the role descriptions for a Preceptor that is approved and assigned by the Department.

c) Assignment. Service as a Preceptor is voluntary. The Director of Public Health Nursing, or Director's designee will assign Preceptor opportunities as equitably as practicable ~~practical~~ to eligible PHNs ~~workers~~ who volunteer for a Preceptor assignment. ~~To participate in the~~ serve as a Preceptorship Program, ~~workers~~ PHNs must express their interest in volunteering by emailing their direct manager or designee pursuant to this Section. Confirmation of assignment to serve as a preceptor, will be done via email by the preceptor's manager. Preceptor assignments are based on need and requests from outside agencies, and

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therefore cannot be guaranteed based on a worker's eligibility and interest.

- d) Pay Differential. Eligible ~~workers~~ PHNs assigned as Preceptors shall be paid an additional one dollar and seventy-five cents (\$1.75) per hour for the hours they are assigned to, and actually do, precept. Workers are responsible for accurately capturing Preceptor hours on their timecard. This differential shall not apply for the purposes of computing a worker's overtime rate or other pay premiums.
- e) Preceptorship Program. The Preceptorship Program includes a complete process of assessment and evaluation of competencies for a qualified Preceptor in the Department of Public Health (Department). The structure, objectives, and content of the formalized training program ~~and the amount of formalized training~~ shall be determined by the Department in collaboration with the Professional Performance Committee (refer to section C.9), in accordance with the goals in the Professional Performance Committee Bylaws (dated 1/16/2013).

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