

County's Counter Proposal #2
County and Union CCL Proposals 5/18/23 @ 8:27am

APPENDIX C – PUBLIC HEALTH NURSING UNIT

C.4 – PHN Manager Interview – County Proposes CCL, dated May 8, 2023, and UP dated May 8, 2023, CCL

When eligible qualified candidates are interviewed for the position of Public Health Nurse Manager I or II, the selection process shall include an interview with the appropriate administrator and one (1) staff nurse chosen by and from the affected office or worksite. The staff nurse will be rotated as equally as practicable amongst staff nurses interested in participating in a PHN Manager interview. The staff nurse will solicit input from and represent the views of the office to the appropriate administrator. This input shall be deemed advisory. Management may not comply with the input portion of the procedure in cases when input from the unit is not practicable due to an unusual circumstance(s), emergency(s) or time constraints. The appropriate administrator shall retain full and complete responsibility as delegated by the appointing authority.

C.5 – Transfer Information System and Procedures - County Proposes to Modify CCL, dated May 8, 2023, and UP dated May 8, 2023, TA- MP

- a) When a vacant regular coded PHN I, II, III or PHN Specialist position within Public Health Nursing is to be filled, the notice of the vacant position will be posted on the County's intranet (internal) website at www.sccgovatwork.org and the County internet (external) website at www.sccgov.org.
- b) In addition, notice of vacant position(s) being filled will be posted in a designated area at each work location within Public Health Nursing and will be provided to other work locations where Public Health Nurses are permanently assigned. Alternatively, in place of paper posting, a vacant position(s) will be posted on the Public Health Department's intranet (internal) website, at <http://www.sccgovatwork/portal/site/PublicHealth/>

Note: Public Health Nurse transfer(s) are posted under the "Transfer Opportunities" section of "Employment Opportunities" on the County's website. Both parties acknowledge that the names of the "Transfer Opportunities" or "Employment Opportunities" portions of the County's website may change or the County may elect to move its postings to an alternate site.

- c) Interested Public Health Nurses will submit an application electronically through the County's website, listed above in C.5 a., within five (5) working days of the date of posting. Once the hiring manager receives the list of eligible

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candidate(s), the candidate(s) will be interviewed. This procedure shall not prevent consideration of outside candidates who may be available via the established Merit System Rule procedures. Notice of selection will be posted in each regional office of the Public Health Department or in other work areas. Alternatively, in place of paper posting of the selection, notification will be sent via County e-mail to all Public Health Nurses.

C.7 – Split Codes – County Proposes CCL, dated May 8, 2023 and UP dated May 8, 2023, CCL

- a) Pursuant to Article 7, Section 7.4 (c), as part of the Authorized Split Codes, a minimum of three (3) full time Public Health Nurse I and II codes shall be allocated to the Public Health Nursing Bargaining Unit for purposes of splitting into one-half (1/2) time codes.
- b) Implementation
 1. Initially, the procedure for splitting codes shall be implemented only at the request of at least one (1) Public Health Nurse. For split codes other than those referenced in paragraph a) above, implementation shall be conditional upon management or administrative written approval.
 2. Notice of the intent to fill a split code vacancy will be posted for five (5) working days in the work location where the request originated or where the vacancy exists. Alternatively, notice will be sent to all PHN staff via County e-mail.
 3. Qualified PHN staff who wish to be considered for the split code vacancy will submit a request in writing to the designated manager by the end of the five (5) working day posting period.
 4. The split code shall be filled by the most senior applicant(s), merit and ability being adequate: first, in the work unit; second, in the work location; thereafter, open to all Public Health Nursing staff.
 5. Vacancies remaining after complying with b)_4 above will be filled in accordance with C.5 - Transfer Information System and Procedures.
 6. For purposes of implementation of this agreement, seniority shall be defined as days of accrued service. Seniority shall be retained, but shall not accrue during unpaid leaves of absence, except seniority shall accrue for all time spent on military leave, industrial injury leave, and parental leave.

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7. Management reserves the right to adjust the schedule of those Public HealthNurses holding split codes so as to insure adequate coverage of the work unit.

C.9 – Professional Performance Committee – County Proposes CCL, dated May 8, 2023 and UP dated May 8, 2023, CCL

Public Health Nursing Unit members recognize their obligation to perform the highest level of nursing service for citizens of the County. Professional Performance Committee shall act as an advisory body to Public Health Nursing Administration.

- a) The Professional Performance Committee shall be conducted according to the bylaws for the Professional Performance Committee of the Public Health Department, revised and ratified January 22, 2013. It is understood that Committee members will be elected and/or rotated in accordance with the bylaws. Changes in these bylaws shall not be effective without prior approval of the Director of Public Health Nursing.
- b) The Director of Public Health Nursing or his/her representative will meet with the Committee at their regularly scheduled meetings, when requested. The Director will respond to all written recommendations of the Committee within fifteen (15) working days after receipt.
- c) Minutes from the Professional Performance Committee meetings shall be made available to PHN managers within ten (10) working days.
- d) It is understood that the Professional Performance Committee shall not involve itself in any matter being grieved or appealed through the procedures provided in this Agreement.

C.10– Malpractice Protection – County Proposes CCL, dated May 8, 2023 and UP dated May 8, 2023, CCL

- a) The County's obligation to defend and indemnify its officers and workers is prescribed by California Government Code 825 et seq. and 995 et seq. The County shall indemnify and defend workers in this unit in accordance with the applicable law when and if they are sued for errors or omissions (malpractice) within the course and scope of their duties, save and except where the applicable law excuses County's obligation to defend (e.g., fraud, malice, etc.). This paragraph and the terms and conditions thereof shall be enforceable, at law in accordance with the applicable law, but shall not be subject to the grievance provision of this Agreement.
- b) If any member of the Public Health Nursing Unit is charged in any criminal action which he/she believes to have arisen from his/her employment with the County, he/she must

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contact the Director of Public Health Nursing or, if in another work unit, the appropriate level of management, immediately following his/her knowledge of the charges and provide the Director, or the appropriate level of management in other work locations, with all available information regarding the charges.

The charges and all information shall be immediately forwarded to County Counsel for evaluation according to the policy relating to the defense of members of the Public Health Nursing Unit.

C.12– PHN Unit Positions – County Proposes CCL, dated May 8, 2023 and UP dated May 8, 2023, CCL

Positions in the Public Health Nursing Unit shall be either half-time, split code, or full-time positions.

C.13– Safety – County Proposes CCL, dated May 8, 2023 and UP dated May 8, 2023, CCL

The County and the Union agree to continue the use of cellular phones by the Public Health Nurses in the Public Health Nursing Unit of the Santa Clara Valley Health & Hospital System for safety purposes of clients and nurses in the field. The County will make cellular phones available to PHN staff performing work in the field. The cellular phones will be assigned based on the use and need of the office. The Deputy Director of Public Health, Nursing Services, working jointly with field nurses, will set the policy for the use of cellular phones and the system for monitoring the program.

Safety policies and Safety guidelines will be presented in the Department's new employee orientation and at staff meetings annually as updates occur.

See Appendix M for guidelines for the Departmental Safety Committee that includes reporting safety work procedures, safety inspections, and safety training, to be used for addressing workplace safety and field safety issues. Also, see Appendix J for information on the Employee Assistance Program if the need arises for counseling.

The parties acknowledge that security and safety plans for Public Health Department facilities are an appropriate topic of discussion at the Department's Safety Committee meetings and Labor Management meetings.

C.15– Administrative Transfers – County Proposes CCL, dated May 8, 2023 and UP dated May 8, 2023, CCL

Administrative transfers are based on the operational needs identified by the Department. The Department shall have the right to consider continuity of services and programmatic needs relating to an administrative transfer. Once the Department Head or designee determines that continuity of services and programmatic needs are met, seniority shall be used when the

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Department deems it necessary to transfer a worker between two (2) geographical locations. For the purpose of this section, seniority shall be defined as accrued days of service in a classification. Administrative transfer between two (2) geographical locations will be conducted as follows:

- a) Appropriate notice will be given to potentially impacted employees to allow for qualified volunteers.
- b) Utilize qualified volunteers first.
- c) In the absence of qualified volunteers, the final determination will be made by the Deputy Director of Public Health, Nursing Services or the designee. After consideration is given to continuity of services and programmatic needs, the least senior qualified PHN will be selected for administrative transfer with consideration given to work life balance.

Note: The Department will notify the Union before any planned Administrative Transfers. Upon Union request, the County will meet with the Union to disclose the group of workers to be designated for the seniority purposes of this section.

- d) Transfers necessary to comply with provisions of the Americans with Disabilities Act and/or California Fair Employment and Housing Act shall not be governed by this section.
- e) Transfers necessary to comply with any other legal requirements (e.g., transfers necessitated by civil rights complaints) shall not be governed by this section. However, should an investigation of a complaint to EOD or complaints of other civil rights violations not be sustained, a transferred worker will have the right to return to his/her former location.

C.16 - Language Access – County Proposes CCL, dated May 8, 2023 and UP dated May 8, 2023, CCL

When a PHN identifies a language need in the community being served by the Public Health Department, the PHN may so inform his/her manager of this identified need for purposes of assessment and/or follow-up as management deems necessary.

This section is not subject to Article 19 – Grievance Procedure of the Memorandum of Agreement between the County of Santa Clara and the Service Employees International Union Local 521.

C.18 – Alternately Staffed PHN I/II – County Proposes CCL, dated May 8, 2023 and UP dated May 8, 2023, CCL

A positive recommendation on the Promotional Rating Form shall be deemed an appropriate qualifying examination to promote through the Public Health Nurse series. Once a Public Health Nurse I (PHN I) meets the minimum qualifications (typically after working equivalent to 1 year as

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a full-time PHN) for a Public Health Nurse II (PHN II) and receives a favorable promotional rating from their immediate supervisor, the PHN I will be eligible to promote from PHN I to PHN II. If the PHN I is not recommended for promotion due to an unfavorable promotional rating by their immediate supervisor, the PHN I may reapply for promotion to PHN II after three (3) months.

Sideletter – Pilot Agreement for Collaboration on Quality of Care Committee – County Proposes CCL, dated May 8, 2023

This Pilot Agreement is intended to provide a general structure and process within which the Public Health Nurses (PHNs) and Public Health Department (PHD) management can jointly develop creative solutions to the challenges encountered in our efforts to provide quality individual, family, and community care, including developing and maintaining community partnerships. When appropriate, the Collaboration on Quality of Care Committee will propose recommendations to the PHD's Executive Leadership Team based upon mutually agreed upon initiatives, findings, and/or proposed actions.

1. Meetings

Effective after the approval of the Board of Supervisors of a successor agreement between the County and SEIU Local 521, regular quarterly meetings shall be established between the Public Health Nursing unit and Public Health Department management to address their shared interest in developing collaborative approaches to improve quality public health nursing care delivery in Santa Clara County.

Topics for discussion include, but not limited to:

- Improving quality standards, quality improvement and quality assurance
- Surge capacity and PHN response with natural disasters, outbreaks and novel and/or emerging threats to public health (e.g.: training, policies, JITT – Just in Time Training)
- Preparing for and responding to changes under healthcare reform and new healthcare legislation
- PHN retention and recruitment
- Expanding opportunities to enhance and integrate public health nursing in traditional and unconventional settings
- Achieving operational efficiencies
- Generating new and increased revenue to various public health programs and opportunities for joint advocacy
- Restructuring initiatives, if applicable

2. Structure

- a. Representation: Up to three (3) representatives from PHD management and up to three (3) representatives from PHN staff. One (1) of the three (3) representatives from PHD management must include the Director of Public Health Nursing, who will serve as the

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Committee Chair. A Co-Chair shall be designated among the PHN staff representatives, which may be determined by the Union prior to the committee's first convening or at any time during the pilot phase. PHN staff representatives will communicate Co-Chair designation changes with the Director of Public Health Nursing within three (3) days of change.

- b. Upon mutual agreement of the parties, other representatives from either PHD management, PHN staff, or union staff may attend to provide subject matter expertise and/or experience.
- c. Such meetings will take place on a quarterly basis after the regularly scheduled PHD Labor Management Meetings for a period of one (1) hour. Meetings may be extended or meet more frequently upon mutual agreement of the parties.
- d. Agenda: The Director of Public Health Nursing and a designated PHN staff Co- Chair shall start drafting proposed agenda items one month prior to the meeting date. One week prior to the meeting date, 1.) Agenda will be mutually agreed upon and 2.) Finalized agenda will be shared with the committee members. The parties shall be open to last minute agenda items upon mutual agreement.

3. Term of Pilot Agreement

- a. After one year of this new Collaboration on Quality of Care Committee, both PHD management and PHN staff on the committee will assess the effectiveness and usefulness of such meetings.
- b. PHD management and PHN staff on the committee will identify benefits and potential improvements of such meetings and structure.
- c. After one year, PHN management and PHN staff on the committee will come to mutual agreement on whether to continue or cease further meetings.
- d. If, after the assessment, the parties mutually agree to continue or modify this Agreement, the Agreement will remain in effect.

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SEIU Nurse Alliance Partnership and Coordination

For information on the SEIU Nurse Alliance, please refer to the following website(s):

<http://www.seiu.org/nurses> or <http://www.nurseallianceca.org/>

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