

Negotiations between Service Employee International Union, Local 521 and  
County of Santa Clara  
Proposal #4  
Public Health Nurse Unit Table

DATE: 6/12/23  
TIME: 3:36pm

C.1	REALIGNMENTS	UP 5/8/23
C.2	PUBLIC HEALTH VOLUNTARY REDUCED WORK HOURS	NO CHANGE – CCL
C.3	ACCUMULATED TIME EARNED	TA to CCL
C.6	WORK OUT OF CLASSIFICATION ASSIGNMENT	TA to MP 6/9/23
C.8	EDUCATION/LICENSURE MAINTENANCE PROVISIONS	SEE ATTACHED
C.11	SPECIAL ASSIGNMENTS	TA to MP - CCL
C.14	LEAD ASSIGNMENTS	NO CHANGE – CCL
C.17	STATE OR NATIONAL CERTIFICATION PAY	SEE ATTACHED
C.19	*NEW* PRECEPTOR PAY	SEE ATTACHED

**Articles C.8, C.17 and C.19 are a PACKAGE proposal. Rejection of the Package proposal in part or whole by the County shall revert the Union's previous proposal.**

ALL OTHER ARTICLES NOT SPECIFICALLY MENTIONED ABOVE WILL BE NEGOTIATED AT A LATER DATE OR WILL REMAIN AS UNION'S POSITION IN IT'S INITIAL PROPOSAL, NO CHANGE OR HAVE BEEN T.A.'D. UNION RESERVES THE RIGHT TO MODIFY AND/OR AMEND IT'S PROPOSALS.



**C.8- Educational/Licensure Maintenance Provisions**

**a. Continuing Education Leave**

~~2.~~ 1. The County agrees to provide time without loss of compensation and benefits for workers within the Public Health Nursing Unit to participate in Board of Registered Nurses approved continuing educational courses, seminars, in-service training, workshops, and courses-classes 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.

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2. For the purpose of providing time without loss of compensation and benefits, workers in the PHN Unit will only be provided with enough paid time a maximum of forty (40) hours per calendar year required to attend Board of Registered Nurses approved continuing education courses, workshops or classes. Attendance, including reasonable travel time, shall count as educational leave with pay. fulfill the continuing education units needed for maintenance of licensure by the State of California every two years.

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. Leave requests shall be subject to approval by the Department. Such leaves shall not unduly interfere with staffing requirements for patients' case or duplicate comparable training offered by the Department. The Department agrees that it shall not unreasonably withhold approval.

4. Every effort shall be made to arrange scheduling for the individual nurse's use of educational leave time.

5. If the educational leave falls on the PHN's day off, the PHN shall select one of the following:

- The day will be charged to educational leave and the nurse will have a day added to the nurse's Paid Time Off Balance, or

- The day will be charged to educational leave and the

~~PHN will be given another day off during the pay period,  
of~~

~~The day will not be charged to educational leave.~~

4. Educational leave granted shall not be counted toward the base period in calculation of overtime.
5. 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
    2. 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.
    3. Funding shall include, but not be limited to, reimbursement for related expenses such as travel, lodging, and meals, in accordance with County policy.
    4. 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.
    5. 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.
    6. 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
    2. 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.

3. 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.
4. 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.
5. Written proof of attendance may be requested by the Department.



## PHN Union Proposal – 6/12/23 – SEIU 521 Package Proposal

### C.17 – State or National Certification Pay

Annual compensation of ~~two hundred fifty-~~ three hundred dollars (\$~~250~~ 300.00) 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.





PHN TABLE UNION PROPOSAL – 6/12/23 - SEIU 521 Package Proposal

NEW C.19 - Preceptor Pay Differential

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 nursing student in their internships/externships.

- 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 student 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 upon ratification of this agreement, the Quality of Care Committees shall meet to collaboratively develop a Preceptor Training program and competencies. January 2024, a preceptor must also have successfully completed the preceptor. 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 at the time of ratification shall receive the Preceptor pay and participate in the training upon completion by the Committee.

