

**County of Santa Clara Proposal No. 8 to SEIU Local 521 – APT Unit**  
**Dated: June 24, 2023, at 7:24**

**APPENDIX E – ADMINISTRATIVE, PROFESSIONAL, AND TECHNICAL UNIT**

**E.1 – Salaries**

Salaries shall be identified by job code on the salary table (Appendix A):

**The County is holding to its May 24, 2023, proposal with the following changes:**

**Add Associate Crisis Intervention Specialist (R6F) – HOLD to County proposal dated June 7, 2023.**

**Add Crisis Intervention Specialist (R6E) – HOLD to County proposal dated June 7, 2023.**

**Please see attached package proposal dated June 7, 2023, regarding the Victim/Witness Advocate, Senior Victim/Witness Advocate, Victim/Witness Claims Specialist, and Senior Victim/Witness Claims Specialist, and the following as part of that package: – HOLD to County package proposal dated June 7, 2023.**

**Retitle the Victim/Witness Advocate (D6G) to Victim Advocate (D6G)**

**Retitle the Senior Victim/Witness Advocate (D6H) to Senior Victim Advocate (D6H)**

**Retitle the Victim/Witness Claims Specialist (D6J) to Victim Claims Specialist (D6J)**

**Retitle the Senior Victim/Witness Claims Specialist (D6K) to Senior Victim Claims Specialist (D6K)**

**Add Sterile Processing Technician I (S68) – Both parties agree to add this classification to this section.**

Youth Engagement Specialist (D2O) (County Agrees with SEIU proposal to move from ATP to SSU)

Medical Social Worker I (Y04) (Parties agree with County proposal to move from SSU to APT)

Medical Social Worker II (Y03) (Parties agree with County proposal to move from SSU to APT)

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**Managed Care Intake Coordinator – VHP (D3F) – TA - County in agreement to move classification to Clerical Unit.**

**Realignments: Remove the 2020 realignments. County proposes the following realignments.**

JOB CODE	CLASSIFICATION	REALIGNMENT
V69	CRIMINALIST I	3%
V68	CRIMINALIST II	3%
V67	CRIMINALIST III	3%
E4J	ELECTRONIC RESOURCES LIBRARIAN	1%
V21	HAZARDOUS MATERIALS TECHNICIAN	1%
J64	LIBRARIAN I	1%
J63	LIBRARIAN II	1%
P97	MARRIAGE & FAMILY THERAPIST I	3%
P96	MARRIAGE & FAMILY THERAPIST II	3%
R2S	PHARMACY DATA SPECIALIST – VHP	2% - TA to County Proposal Dated June 7, 2023
Y42	PSYCHIATRIC SOCIAL WORKER I	3%
Y41	PSYCHIATRIC SOCIAL WORKER II	3%
P9E	PSYCHOLOGIST	3%
P9F	PSYCHOLOGIST – NEURO SERVICES	3%
S23	SURGICAL TECHNICIAN	2% - TA to County Proposal Dated June 7, 2023
D6G	VICTIM ADVOCATE (part of package proposal dated June 7, 2023)	6%
D6J	VICTIM CLAIMS SPECIALIST (part of package proposal dated June 7, 2023)	6%

**E.2 – Salary Alignments - Hold**

**a) Investigator Salaries**

~~The following classifications, during the term of this Agreement, shall continue the existing alignment with the appropriate classes in the Deputy Sheriff and District Attorney Investigator Units.~~

- ~~Investigator Assistant~~
- ~~Public Defender Investigator I~~
- ~~Public Defender Investigator II~~
- ~~Medical Examiner/Coroner Investigator~~

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Deputy Fire Marshal  
Rehabilitation Officer I  
Rehabilitation Officer II

b) The following classification(s), during the term of this Agreement, shall continue the existing alignment with the appropriate classes in the Registered Nurses Professional Association (RNPA).

Physician Assistant Primary Care

**E.23 – Career Incentive Programs – TA to May 31, 2023, CP.**

**E.34 – Public Defender Investigator Overtime Work Assignments – TA CCL.**

**E.45 – Information Technology Training – TA CCL.**

**E.56 – Educational Leave Program - Training Program – TA to May 31, 2023, CP (add Psychiatric Technician I/II).**

**E.67 – Weekend Off Provision – Discussion**

**E.78 – Surgical Technician Call Back Pay Option – TA CCL.**

**E.89 – LVN Practice Committee – TA CCL.**

**E.910 – Professional Pharmacy Practices Committee – TA CCL.**

**E.1014 – After-Hours Telephone Call Pay Discussion (need to leave open pending master contract negotiations outcome)**

**E.1112 – Educational Certification Maintenance – Assessor – TA CCL.**

**E.1213 – Educational Release Time – TA CCL.**

**E.1314 – In-Service Training – TA CCL.**

**E.1415 – Education Reimbursement – TA CCL.**

**E.1516 – Alternately Staffed Community Worker Positions – TA CCL.**

**E.1617 – Differentials**

1. **Central Permit Differential – TA CCL.**
2. **Communications Dispatcher Differential – County counter-proposes CCL for sections a. and b. County rejects adding new section c., through new section d., in response to SEIU's proposals.**
  - a. Communications Dispatcher I's who are trained, certified, and assigned by the Department to provide Emergency Medical Dispatching services shall receive a differential of approximately 5% above that specified for regular positions in this class for each shift actually worked.

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- b. Communications Dispatcher I's, II's or III's when assigned to instruct, observe, and evaluate an individual dispatcher or group of dispatchers will receive a differential of \$3.20, \$3.80, and \$4.00 respectively.
3. **Dental Assistant Differential – TA CCL.**
  4. **Technology Services and Solutions (TSS) Department Night Shift Differentials – Parties TA to May 31, 2023 County Proposal.**
  5. **Pharmacist Shift Differentials – TA CCL.**
  6. **Pharmacy Technician Advanced Admixture Duties Differential – Parties TA to May 31, 2023, CP (increase from \$1/hour to \$2/hour).**
  7. **BOE Advanced Appraiser's Certificate Differential: Appraiser Series – TA CCL.**
  8. **Respiratory Care Practitioner Shift Differentials – Hold.**  
Respiratory Care Practitioners and Respiratory Therapy Services Specialists assigned to the evening shift and night shift in accordance with the provisions of Sections 8.9 a) and 8.9 b) of the master agreement shall be additionally compensated at the rate of four dollars (\$4.00) per hour for evening shift and **six five dollars and fifty cents** (~~\$6.505.00~~) per hour for the night shift.
  9. **BOE Assessment Analyst Certificate and Advanced Assessment Analyst Certificate Differentials: Property Transfer Examiner & Exemption Investigator – TA CCL.**
  10. **Sr. Construction Inspector Class A Instructor Certified Differential – TA CCL.**
  11. **Deputy Public Guardian Conservator/Estate Administrator Differential – TA CCL.**
  12. **LVN/HSA Float Differential – Hold.**
    - a) Each LVN and Hospital Services Assistant will only float within like areas. The like areas are as follows:
      1. VMC-Bascom:
        - i. Medical-Surgical Units  
4 Surgical, **24** Medical, 6 Medical, 2 Surgical, 3 Surgical
        - ii. Newborn Intensive Care Unit  
Pediatrics  
Pediatric Intensive Care Unit  
~~Mother Infant Care Center (MICC)~~  
**Family Baby Unit (FBU)**
        - iii. Surgical ICU  
Medical ICU  
Coronary Care Unit

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Burn Intensive Care Unit  
Trauma ICU

- iv. Progressive Care Unit 5 (5PCU)
- v. Acute Rehabilitation Unit 3 (3ARU)  
Acute Rehabilitation Unit 4 (4ARU)  
Respiratory Rehabilitation Unit 3 (3RRU)
- vi. Labor and Delivery (L&D)
- vii. Ambulatory Surgery Post Anesthesia Care Unit (ASPA) (relief only),  
G.I. Suite at VMC
- viii. OPD  
Clinics
- ix. Emergency Department (Not to float except in an emergency)  
Express Care

2. O'Connor Hospital:

i. Critical Care: Emergency Department, Intensive Care Unit, and Critical Care Unit

ii. Medical Surgical Units: Orthopedics, Progressive Care Unit, Oncology, Sub Acute, and Infusion Center

- b) If a float assignment outside like areas is necessary, management shall attempt to send volunteers from the unit to be floated from, prior to making an involuntary assignment. If an LVN, or Hospital Services Assistant is required to float outside of one of the like areas, she/he shall receive ~~or~~ eight dollars and twenty cents (\$8.20) per full shift or eighty-five cents (\$0.85) per hour for less than a full shift for such assignment. An LVN, or Hospital Services Assistant who requests to float in order to broaden her/his experience may put her/his name on a list, maintained by Nursing Administration, indicating where she/he requests to float. In this case, a differential shall not be paid.
- c) This section will not apply when one of the units is temporarily closed.
- d) Except in emergencies, (defined as a situation when reasonable efforts to float from like areas fail), no LVN, or HSA will be assigned to an area without having adequate orientation to that area. Adequate orientation will be

determined by the Appointing Authority, who upon request, will review the orientation plan for an area with the Union.

- e) If Nursing Administration creates new nursing areas during the term of this Agreement, management and the Union shall meet and confer regarding their allocation to appropriate like areas as defined in this section.

- 13. **Criminalist Certification Differential Pay – TA CCL.**
- 14. **Therapy Certification Pay – TA to June 22, 2023, CP and June 20, 2023, UP.**
- 15. **Diagnostic Imaging Biopsy Differential – TA to May 31, 2023, CP (increase from \$2/hour to \$2.75/hour).**
- 16. **Diagnostic Imaging Technologist I Lightroom Coordinator Duties Differential – TA to May 24, 2023, CP.**
- 17. **Neuropsychology Differential – TA to May 24, 2023, CP.**

18. **Sterile Processing Certification Differential – TA to May 31, 2023, CP**

19. **Correctional Clinician Differential (Detention Services Premium) – Modified. Incumbents in the classifications of Marriage & Family Therapist I/II and Psychiatric Social Worker I/II, who are routinely and consistently assigned to work in the Elmwood Complex or the Main Jail will be compensated with a differential of five dollars and fifty cents (\$5.50) per hour above the employee's rate of pay for all hours in paid status.**

**Incumbents receiving the Correction Clinician Differential will not be entitled to receive Hazard Duty Pay as defined in Section 8.16 of the master pages of the MOA.**

20. **Therapy Technician Differential – TA to June 9, 2023, CP.**

**Please see County response to the following SEIU differential proposals:**

**Victim Witness Advocate Animal Handler Differential – See Draft Side Letter**

**In response to SEIU's proposals, County rejects adding the following SEIU differential proposals:**

**Diagnostic Imaging Technologist I, (DIT I) DIT II – Mammography Float Differential**

**E.1748 – Sterile Processing Technician Training and Education – TA CCL.**

**E.1849 – County Communications - Health and Wellness – TA CCL.**

**~~E.20 – Children's Counselor Training Agreement to delete section per SEIU proposal dated May 19, 2023.~~**

**E.1924 – Dietetic Technician Meal Allowance – TA CCL.**

**E.2022 – Liability Protection – TA CCL.**

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**E.2123 – Departments of Behavioral Health Services Clinician Quality of Patient Care Committee – TA CCL.**

**E.2224 – Alternately Staffed Diagnostic Imaging Technologist I (DIT I) Positions – TA CCL.**

**E.2325 – Lead Differential**

a) **Lead Role – TA CCL.**

b) **Lead Rotation – TA CCL.**

c) **Lead Differentials**

Lead differentials are listed alphabetically by classification.

**1. ~~Agricultural Biologist Lead Differential - Agreement to delete section per SEIU proposal dated May 19, 2023.~~**

**2. Anesthesia Technician Lead Differential – TA CCL.**

**3. Behavioral Health Lead Differential – Modified.**

Employees in designated positions in the classes of Psychologist, Psychosocial Occupational Therapist, Rehabilitation Counselor, Psychiatric Technician, Mental Health Community Worker and Community Worker, who perform lead duties shall receive ninety-five dollars (\$95.00) and employees in designated positions in the classes of Crisis Intervention Specialist, Marriage & Family Therapist II and Psychiatric Social Worker II who perform lead duties shall receive one hundred thirty five dollars (\$135.00) additional compensation each biweekly pay period provided they are:

- a. Assigned to a Community Mental Health Center, a unit in the Continuing Care Program in the Behavioral Health or Acute Psychiatric Services in Valley Medical Center and are
- b. Assigned to "lead" a functional unit as defined by the Behavioral Health Department or Acute Psychiatric Services in Valley Medical Center and approved by the County Executive.

**4. Child Support Specialist Lead Pay – TA CCL.**

**5. Deputy Public Guardian Conservator Lead Differential – TA CCL.**

**6. Diagnostic Imaging Technologist I Lead Differential – TA CCL.**

**7. Associate Cardiovascular Interventional Technologist, Cardiovascular Interventional Technologist, or Interventional Radiology Technologist ~~Diagnostic Imaging Technologist II~~ Lead Differential – TA to County June 7, 2023, proposal.**

**8. Employment Counselor Lead Differential – TA CCL.**

**9. Estate Administrator Lead Differential – TA CCL.**

**10. Estate Property Technician Lead Differential – TA CCL.**

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11. Forensic Chemist Differential – Agreement to delete section per May 25, 2023, Union proposal. Position was abolished.
12. Forensic Pathology Technician Lead Differential – TA CCL.
13. Hazardous Materials Technician Lead – TA CCL.
14. Library Assistant I/II Charge Differential – TA to June 9, 2023, CP (increase from \$1.50 per hour to \$2.00 per hour).
15. Library Assistant I/II Electronic Resources Duties Differential – TA CCL.
16. Magnetic Resonance Imaging Technologist Differential – TA CCL.
17. Medical Examiner-Coroner Investigator – TA CCL.
18. Medical Laboratory Assistant III Lead Differential – TA CCL.
19. Medical Social Worker II Lead Differential – TA to May 31, 2023, CP.
20. Obstetric Technician Lead Differential – TA CCL.
21. Payroll Audit Specialist Lead Differential – TA CCL.
22. Pharmacist Lead Differential – TA CCL.
23. Pretrial Services Officer II (V41) Lead Differentials – TA CCL.
24. Property / Evidence Technician Lead Differential – TA to SEIU's April 14, 2023, proposal (increase from \$1.63 per hour to \$1.83 per hour).
25. Protective Services Officer Lead Differential – TA CCL.
26. Public Defender Investigator II Lead Differential – TA CCL.
27. Public Health Nutritionist Lead Differential – TA CCL.
28. Pulmonary Diagnostic Tech Lead Differential – TA CCL.
29. Rehabilitation Officer II Lead Differential – TA CCL.
30. Respiratory Care Practitioner Lead Differential – TA to County June 7, 2023, County proposal (increase from \$1.75 per hour to \$2.00 per hour).
31. Sheriff Technician Lead Differential – TA CCL.
32. Senior Paralegal Lead Differentials – TA CCL.
33. Sterile Processing Technician II Lead Pay – TA CCL.
34. Ultrasonographer II Lead Differential – TA CCL.
35. Urodynamic Technician Lead Differential – TA CCL.
36. Veteran Services Representatives II Lead Differential – TA to May 24, 2023, CP.
37. Monitor Technician Lead Differential - TA to May 24, 2023, CP.
- ~~37. Weights and Measures Inspector III Lead Differential – Agreement to delete section per SEIU's proposal dated May 19, 2023.~~
38. Emergency Room Technician Lead Differential – Modified.  
When assigned by management to perform the full range of lead duties, up to nine (9) Emergency Room Technicians shall be paid a flat rate differential of one dollar and fifty cents (\$1.50) per hour for each hour actually worked.

- E.2426 – Pharmacy In-Service Training – TA CCL.
- E.2527 – Pharmacy – Special Assignment – TA CCL.
- E.2628 – Board of Pharmacy Specialties Exam & Recertification – TA CCL.
- E.2729 – Physician Assistant Professional Practice – TA CCL.
- E.2830 – Split Codes – TA CCL.

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- E.2934 – Work Out of Classification [REDACTED]
- E.3032 – Educational Certification Maintenance – MFT's and PSW's [REDACTED]
- E.3133 – Respiratory Care Practitioner Relief Supervisor Duties [REDACTED]
- E.3234 – Medical Staff Dues for Psychology Services [REDACTED]

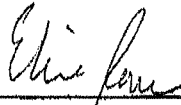
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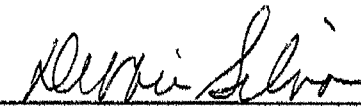
**SIDELETTER to:  
COUNTY COMMUNICATIONS  
CRITICAL INCIDENT/CATASTROPHIC LEAVE**

The County of Santa Clara and SEIU Local 521 have agreed to the following:

If a critical incident or catastrophic event occurs during the course of a Dispatcher's duties, the Dispatcher will be allowed to use their available leave balances, including compensatory time. The Department recognizes that physical or emotional reactions to such events may be immediate, delayed or cumulative.

DATED: May 27, 2012

  
\_\_\_\_\_  
Elaine Rowan

  
\_\_\_\_\_  
Debbie Silva

**~~Sideletter between the County of Santa Clara  
and  
SEIU Local 521 Administrative, Professional and Technical Unit~~**

**~~SANTA CLARA VALLEY MEDICAL CENTER HOSPITALS AND CLINICS LVN AND  
HSA FLOAT DIFFERENTIAL~~**

~~The County of Santa Clara and SEIU Local 521 have agreed to the following:  
Within sixty (60) calendar days following ratification by the Board of Supervisors of the  
2020-2023 Memorandum of Agreement between the County and the Union, the parties  
agree to meet and confer about the designation of like units for the purposes of a float  
differential for Licensed Vocational Nurses and Hospital Services Assistant I and IIs at  
VMC O'Connor and VMC St. Louise. The list of units to be discussed may include but is  
not limited to: Emergency Department, Intensive Care Unit, Medical Surgical Unit. The  
County and the Union shall each have three (3) representatives.~~

**Sideletter between the County of Santa Clara and SEIU Local 521 Administrative,  
Professional and Technical Unit**

Office of the District Attorney, Canine Handler

Within sixty (60) calendar days following ratification by the Board of Supervisors of the [insert dates] Memorandum of Agreement between the County and the Union, the parties agree to meet and confer regarding matters related to the Office of the District Attorney, Canine Handler program. The County and the Union may each have up to three (3) representatives.