

County of Santa Clara Proposal No. 5 to SEIU Local 521 – APT Unit
Dated: June 9, 2023, at 3:58pm

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 (D20) (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) - County rejects SEIU's proposal to add this to the Clerical Unit, County holds to our May 15, 2023, proposal to include this classification in the APT Unit.

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

JOB CODE	CLASSIFICATION	REALIGNMENT
V69	CRIMINALIST I	2%
V68	CRIMINALIST II	2%
V67	CRIMINALIST III	2%
R2S	PHARMACY DATA SPECIALIST – VHP	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%
S23	SURGICAL TECHNICIAN	2%
P97	MARRIAGE & FAMILY THERAPIST I	1%
P96	MARRIAGE & FAMILY THERAPIST II	1%
Y42	PSYCHIATRIC SOCIAL WORKER I	1%
Y41	PSYCHIATRIC SOCIAL WORKER II	1%
P9E	PSYCHOLOGIST	1%
P9F	PSYCHOLOGIST – NEURO SERVICES	1%

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~~
- ~~Deputy Fire Marshal~~
- ~~Rehabilitation Officer I~~
- ~~Rehabilitation Officer II~~

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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 – Hold to May 31, 2023, CP.

a) The County agrees to a Career Incentive Program for the Public Defender Investigators. The biweekly differentials paid under this program will be a based on a percentage of the incumbent's salary flat rate as follows:

	Basic	Intermediate	Advanced
Public Defender Investigator I	<u>2.5%</u> \$88.94	<u>5%</u> \$178.76	<u>7.5%</u> \$268.64
Public Defender Investigator II	<u>2.5%</u> \$98.99	<u>5%</u> \$197.13	<u>7.5%</u> \$295.07

b) ~~During the term of this agreement the above amounts will be increased by an amount equal to the percentage of salary increase in the Deputy Sheriff/District Attorney Investigator Unit computed on the existing flat amount payment.~~

c) The Public Defender's Office, the District Attorney's Office and the Human Resources Department will continue to coordinate the program.

d) ~~If the salary differentials for the Career Incentive Program for the Deputy Sheriff and District Attorney Investigator Units are applied towards a general salary adjustment during the term of this Agreement, the County will advise the Union and, notwithstanding the provisions of E.2(a) Investigator Salaries, meet and confer to discuss a similar adjustment for workers covered by this provision.~~

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.940 – 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.

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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.
 - 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 (~~\$6.00~~~~5.00~~) 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.**

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11. **Deputy Public Guardian Conservator/Estate Administrator Differential – TA CCL**
12. **LVN/HSA Float Differential – County evaluating SEIU proposal.**
 - 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
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)
 - viii. OPD
Clinics
 - ix. Emergency Department (Not to float except in an emergency)
Express Care
 - 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

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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 – HOLD.**

Annual compensation of six hundred dollars (\$600.00) may be issued to coded employee in the Physical Therapist, Occupational Therapist or Speech Language Pathologist series who is certified or recertified by any one or more of the following organizations: Hand Therapy from Hand Therapy Certification Commission (HTCC), Lymphedema from the Lymphology Association of North America (LANA) (to include training from organizations that meet the requirements set by LANA to provide the certification), Assistive Technology Professional (ATP) from the Rehabilitation Engineering And Assistive Technology Society of North America (RESNA), Burn Therapist Certified (BT-C) by the American Burn Association, Neuro-Developmental Treatment in Adult with Hemiplegia (NDT) from Neuro-Developmental Treatment Association (NDTA), Neuro-Integrative Functional Rehabilitation and Habituation from Neuro-IFRAH, Swallowing and Swallowing Disorders by the American Board of Swallowing and Swallowing Disorders, or any Clinical Specialist certification from the American Board of Physical Therapy Specialties (ABPTS).

Each eligible employee may apply for Certification Pay provided that verification of successful completion of such certification is submitted during the November submission month.

15. **Diagnostic Imaging Biopsy Differential – TA to May 31, 2023, CP (increase from \$2/hour to \$2.75/hour).**

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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 - Hold**

Incumbents in the classifications of Sterile Processing Technician I/II shall be compensated an additional one dollar (\$1.00) per hour after they obtain and maintain two (2) of the following three (3) certifications from either the Healthcare Sterile Processing Association (HSPA) or the Certification Board for Sterile Processing and Distribution, Inc., (CBSPD):

Categories of Certifications:

- 1) HSPA - Certified Instrument Specialist, or CBSPD - Certified Instrument Specialist;
- 2) HSPA - Certified Endoscope Preprocessor, or CBSPD - Certified Flexible Endoscope Re-processor; and
- 3) HSPA - Certified healthcare Leader, or CSPM – Certified Sterile Processing Management

Employees can only count one certification from each of the three (3) categories listed above towards the two (2) certifications need to qualify for the additional pay. The incumbent employee is responsible for providing initial and ongoing evidence of obtaining and maintaining the two (2) certifications to their respective SPD Manager. Payment will begin as soon as practicable after the incumbent employee provides evidence.

19. **Correctional Clinician Differential – HOLD.**

Incumbents in the classifications of Marriage & Family Therapist I/II and Psychiatric Social Worker I/II, assigned to work in the Elmwood Complex or the Main Jail will be compensated with a differential of three dollars (\$3.00) per hour above the employee's rate of pay for actual hours physically worked in the Elmwood Complex or the Main Jail. This differential shall only apply to hours physically worked within the locations listed in this section. All other hours that are not hours physically worked within the locations listed in this section do not qualify for this differential, including telework, remote work, vacation, sick, compensatory time, holiday time off, and personal leave.

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.

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20. Therapy Technician Differential

Incumbents shall be paid an additional five percent (5%) of the base hourly rate for actual hours worked when assigned the full range of responsibility to individually configure, maintain, inspect, and inventory complex rehabilitation wheelchairs including but not limited to custom seating and positioning system and services. Complex rehabilitation wheelchairs include adaptive seating systems and alternative positioning systems that are customizable and designed to meet the specific functional needs of an individual and are intended for long-term use.

County still evaluating the following SEIU differential proposals:

Victim Witness Advocate Animal Handler Differential

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
Level One Trauma Center Differential for Imaging
Respiratory Care Practitioner Certification 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.

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.

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3. Behavioral Health Lead Differential – TA CCL
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.
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 – Modified.
Incumbents in the class of Library Assistant I/II when in charge of a library facility or bookmobile shall receive two one dollars and fifty cent (\$2.001.50) per hour as the total premium payment for each hour worked.
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.

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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 - HOLD**
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 (\$1.00) per hour for each hour actually worked.

E.2426 – Pharmacy In-Service Training – County proposes CCL in response to SEIU’s proposal.

Pharmacists:

The Pharmacy Department will provide each Pharmacist with a minimum of two (2) hours quarterly or eight (8) hours annually of formal work in-service training per fiscal year on County time for the term of the agreement. The training may be in a group setting, e-learning or other appropriate teaching format on any of the following topics related to professional pharmacist practice, any business or practice model changes, skills and knowledge update and/or refresher courses on disease management.

Pharmacy Technicians:

The Pharmacy Department will provide each Pharmacy Technician with a minimum of 2 hours quarterly or 8 hours annually of formal work in-service training per fiscal year on County time for the term of the agreement. The training may be in a group setting, e-learning or other appropriate teaching format on any of the following topics related to professional practice of pharmacy.

In-service trainings will be posted in advance. Every effort will be made to schedule in-service trainings on a rotational basis during work hours to maximize attendance on all shifts.

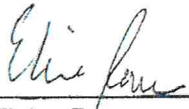
- E.2527 – Pharmacy – Special Assignment – TA CCL.**
- E.2628 – Board of Pharmacy Specialties Exam & Recertification – TA CCL.**
- E.2729 – Physician Assistant Professional Practice – TA CCL.**
- E.2830 – Split Codes – TA CCL.**
- E.2934 – Work Out of Classification – TA CCL.**
- E.3032 – Educational Certification Maintenance – MFT’s and PSW’s – TA CCL.**
- E.3133 – Respiratory Care Practitioner Relief Supervisor Duties – TA CCL.**
- E.3234 – Medical Staff Dues for Psychology Services – TA CCL.**

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

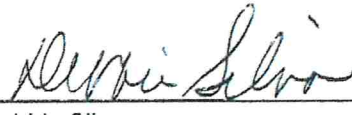
The County of Santa Clara and SEIU Local 521 have agreed to the following:

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.