

The County reserves the right to amend, modify, and/or make additional proposals as discussions during bargaining sessions commence. All agreements are tentative until full and final agreement is reached.

County's Counter Proposal #1 to SEIU-May 8, 2023 *e210p*
Appendix C-Public Health Nursing Unit

APPENDIX C – PUBLIC HEALTH NURSING UNIT

C.1 – Job Classifications – County Proposes Modified CCL, May 8, 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 realignment proposals for the Public Health Nurse Unit may be submitted during Public Health Nurse Unit negotiations.~~

Realignments:

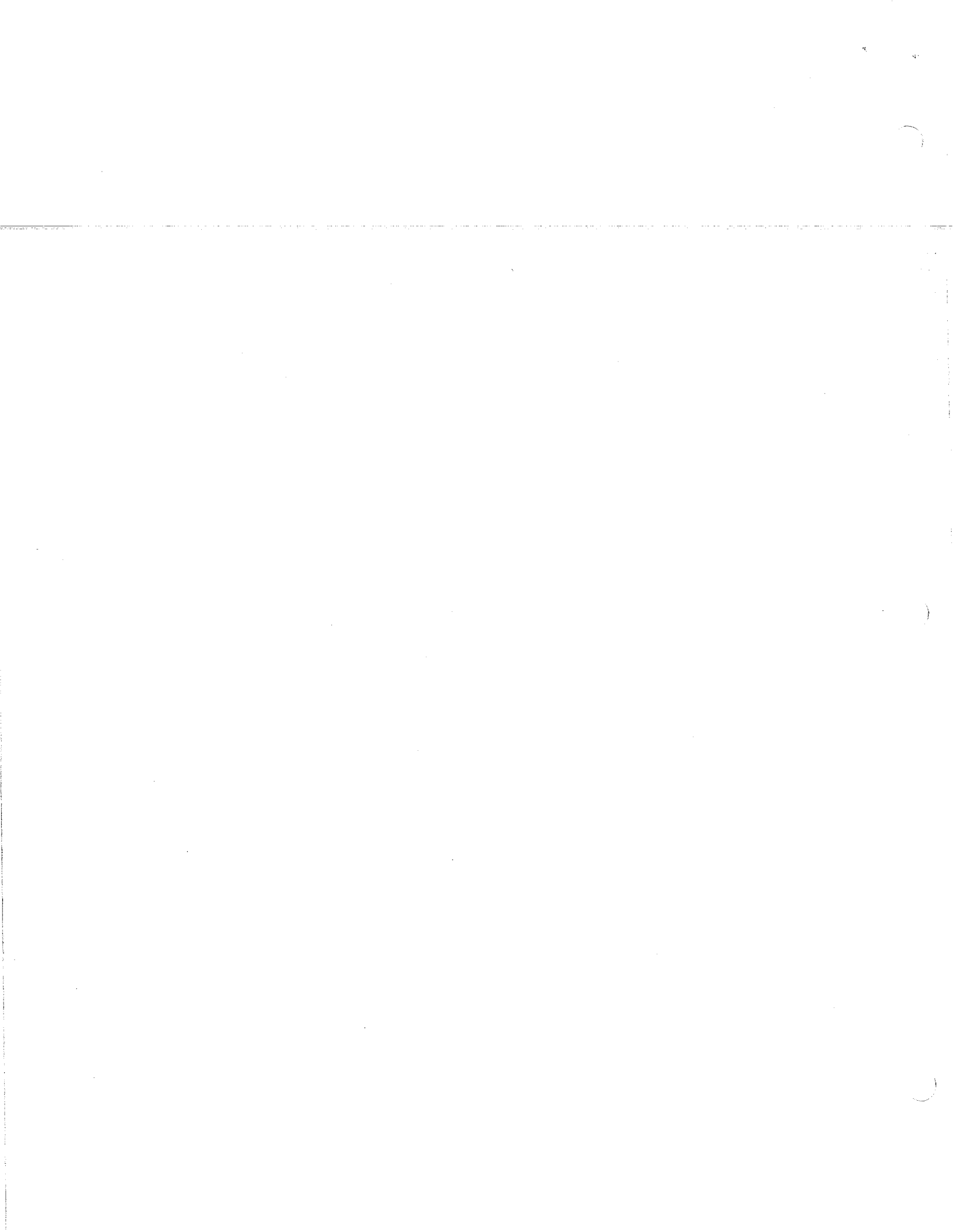
~~Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), the following classifications shall receive realignments as listed below:~~

JOB CODE	CLASSIFICATION	REALIGNMENT
<u>S50</u>	<u>Public Health Nurse I</u>	<u>5.00%</u>
<u>S48</u>	<u>Public Health Nurse II</u>	<u>5.00%</u>
<u>S47</u>	<u>Public Health Nurse III</u>	<u>5.00%</u>
<u>S45</u>	<u>Public Health Nurse Specialist</u>	<u>5.00%</u>

~~Effective June 15, 2021 (pay period 21/23), the following classifications shall receive realignments as listed below:~~

JOB CODE	CLASSIFICATION	REALIGNMENT
<u>S50</u>	<u>Public Health Nurse I</u>	<u>1.00%</u>
<u>S48</u>	<u>Public Health Nurse II</u>	<u>1.00%</u>
<u>S47</u>	<u>Public Health Nurse III</u>	<u>1.00%</u>

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S45	Public Health Nurse Specialist	1.00%
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C.2 – Public Health Nurses Voluntary Reduced Work Hours – County Proposes to Delete CCL (move to County Policy) May 8, 2023

~~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.3 – Accumulated Time Earned – County Proposes to Delete CCL May 8, 2023

~~Public Health Nurses I, II, III, and Public Health Nurse Specialist(s) shall be provided six and one half (6.5) additional days of vacation per year to be used in accordance with prescribed vacation scheduling procedures. The parties recognize that this program is extended to those classifications which have an alternate pay plan two and one half percent (2 1/2%) below the regular pay or two and one half percent (2 1/2%) below the regular pay for those workers on the Voluntary Reduced Work Hours Program.~~

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

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, May 8, 2023

- 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/>

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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 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.6 – Work Out of Classification Assignment - County Proposes to Modify CCL, May 8, 2023

a) Work Out of Classifications (WOOC)

1. The Deputy Director of Public Health, Nursing Services, or the appropriate level of management shall determine when a WOOC assignment will be made.
2. In evaluating a qualified Public Health Nurse, the PHN must meet the minimum qualifications of the job classification the PHN is to WOOC into. In addition, the following shall be considered: at least two (2) years' experience as a Public Health Nurse II within Santa Clara County, years and type of experience working in a public health nursing capacity; evidence of demonstrated competency; attendance record; and if relevant, disciplinary record. Public Health Nurses in Split Codes, Alternate Hours, or Voluntary Reduced Work Hours will not be prohibited from WOOC assignments provided their work schedule corresponds with the required coverage of the position designated for the WOOC assignment.
3. Qualified Public Health Nurses as defined above may express an interest in WOOC assignments by advising their manager in writing. Priority will be given to staff that meet the minimum qualifications within the worksite location affected before staff at other worksites.

b) Short-term WOOC

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1. At least once a year during the month of June, A-all PHN staff interested in short-term WOOC will submit their name, in via e-mail writing, to the Public Health Nurse Manager.
2. During the month of December, PHN staff may submit their name expressing their interest in a short term WOOC assignment as described in (b)(1) for consideration between January and June of each calendar year. During the month of June, PHN staff may submit their name expressing their interest in a short term WOOC assignment as described in (b)(1) for consideration between July and December of each calendar year.
3. A PHN may withdraw their interest in a short-term WOOC assignment at any time.
4. Upon request from the Union, the department will provide the Union with the list of PHNs interested in short-term WOOC assignments no more than two times in a calendar year.

Short-term WOOC assignments are defined as WOOC assignments expected to last twenty (20) working days or less. Short-term WOOC assignments will be rotated as equally as practicable among Public Health Nurses that are qualified, as defined in C.6 (a) (2), within the applicable work unit or work location. WOOC assignments are voluntary. WOOC assignments shall be offered first to workers within the unit or work location before requesting volunteers for short-term WOOC from other unit(s) or work location(s). Management reserves the right to select the Public Health Nurse for the WOOC. Management also reserves the right to encourage and require nurse(s) to work WOOC assignments in the absence of a qualified volunteer. While management shall seek to only use volunteers for WOOC assignments, management reserves the right to require nurses to work WOOC assignments in the absence of a qualified volunteer. These assignments will be filled by the appropriate level of management at the affected worksite. Due to an unusual circumstance(s), an emergency(s) or time constraints, management may extend the short-term WOOC assignment for up to two (2) pay periods when necessary.

1. All PHN staff interested in short term WOOC will submit their name, in writing, to the Public Health Nurse Manager.
2. During the month of December, PHN staff may submit their name expressing their interest in a short term WOOC assignment as described in (b)(1) for

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~~consideration between January and June of each calendar year. During the month of June, PHN staff may submit their name expressing their interest in a short term WOOC assignment as described in (b)(1) for consideration between July and December of each calendar year.~~

~~3. A PHN may withdraw their interest in a short term WOOC assignment at any time.~~

~~4. Upon request from the Union, the department will provide the Union with the list of PHNs interested in short term WOOC assignments no more than two times in a calendar year.~~

c) Long-term WOOC

Long-term WOOC assignments are defined as more than twenty (20) working days to a maximum of one full calendar year with the option to extend the long-term WOOC assignment. Long-term WOOC assignments may be made outside the work unit or work location. The assignment will be filled as follows:

1. Management will post a long-term WOOC assignment for a minimum of ten (10) working days. All PHN staff will be notified of a long-term WOOC assignment via County e-mail.
2. Qualified PHN staff who wish to be considered for the assignment will submit a request in writing to the designated manager within ten (10) working days of e-mail notification.
3. The selection process shall include an interview with the appropriate level of management and one (1) PHN representative from the affected worksite.
4. Staff input into the final selection shall be advisory. The Deputy Director of Public Health, Nursing Services, or the appropriate level of management, shall retain full and complete responsibility for selecting a candidate for the WOOC assignment as delegated by the appointing authority.
5. All PHN staff who have submitted written interest will be interviewed and considered prior to management making a final selection.
6. Long-term WOOC assignments will be rotated as equally as practicable among Public Health Nurses that are qualified as defined in C.6 (a) (2). In the event that a rotation is not possible, a PHN shall be provided with a reason for

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non-selection upon request of the PHN.

During this recruitment and selection process, management shall be able to temporarily fill the long-term WOOC assignment pursuant to the short-term WOOC processes described in C.6 (b) or, if applicable, pursuant to C.6 (d). Short-term WOOC assignments used to temporarily fill a long-term WOOC assignment may exceed the time limitations described in C.6 (b).

d) WOOC Selection from List

Where Public Health Nursing Administration or the appropriate level of management in other work locations is not able to comply with this procedure due to an unusual circumstance(s), an emergency(s) or time constraints, the selection shall be made from a list of interested staff who have previously submitted their names in writing to the Deputy Director of Public Health, Nursing Services or the appropriate level of management.

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

- 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.

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

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C.8 – Educational/Licensure Maintenance Provisions – County Not in Agreement with UP dated April 14, 2023, County Proposes Modified CCL, May 8, 2023

a) Continuing Education Leave

1. The County agrees to provide time without loss of compensation and benefits for workers within the Public Health Nursing Unit to participate in educational courses, seminars, in-service training, workshops, and courses 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 every two years required to fulfill the continuing education ~~requirements units needed for maintenance of licensure by the State of California every two years.~~ Use of Continuing Education Leave shall only be granted for education needed to satisfy State of California licensure requirements. Educational leave for PHNs in half-time codes and split codes will be prorated. If the worker is requesting more educational leave 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. 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.
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.

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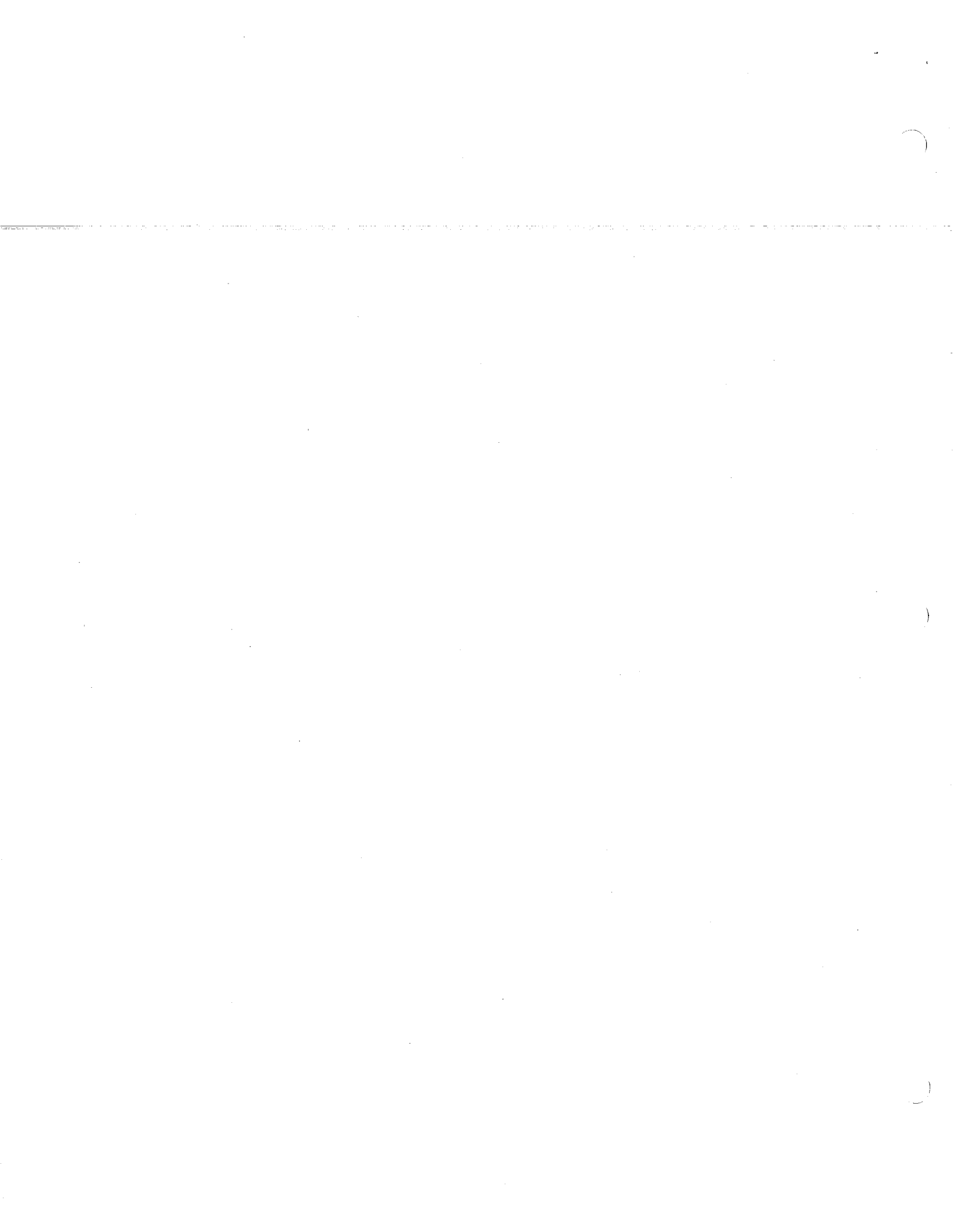
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5. Reimbursement forms will be available in all offices. Reimbursement monies will be included in the workers regular pay check.

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.
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.

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

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, May 8, 2023

- 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 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.

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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.11 – Special Assignments – County Not in Agreement with UP dated April 14, 2023, County Proposes CCL, May 8, 2023

a) **Policy**

It shall be the policy of the Deputy Director of Public Health, Nursing Services to consider all Public Health Nurses I/II when making an assignment that falls within the definition and scope of a special assignment.

b) **Definition of Special Assignment**

A special assignment is a project, Community Based Organization grant funded program, educational opportunity, or activity, that is designed and approved as a special assignment by the Deputy Director of Public Health, Nursing Services within the level of responsibility performed by a Public Health Nurse I/II, and requires the selection of an individual(s). A special assignment is one that has County-wide impact and/or has a broad program base (i.e., Communicable Disease).

c) A special assignment may be initiated and/or requested by: the community; County or other agency; Public Health Administration; Public Health Medical Services; project grant proposals; PHN staff members; government agencies; consumers. (Refer to C.11 b)

d) **Procedure for Notifying Nurses of Special Assignments**

1. Public Health Administration shall notify all PHN staff via County e-mail.
2. The notification will include the following:
 - a. Identification that is a Special Assignment.
 - b. Length of assignment with approximate starting/ending dates, if known.
 - c. A brief description of the assignment.
 - d. List of criteria for staff to consider when making application.
 - e. Application deadline.
3. The posting period will be a minimum of ten (10) work days from the date all PHN staff are notified via County e-mail.
4. Nurses who are interested will, submit an e-mail declaring their interest to the appropriate manager of said special assignment within ten (10) working days of the

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e-mail notification by the County. The appropriate manager will acknowledge receipt of the e-mail declaring interest in the special assignment.

5. Public Health Administration will notify all applicants and their manager of the PHN selected for the special assignment within ten (10) work days after selection has been made.
 - e) Special assignments may be made for up to fifty-two (52) pay periods. Assignments continuing beyond fifty-two (52) pay periods will be reopened using the above notification procedure, six (6) pay periods prior to the end of the fifty-two (52) pay periods.
 - f) Public Health Administration may not comply with the above special assignment procedure in documented cases when a ten (10) day notification period may not be practicable. In such cases, documentation shall consist of the information regarding the special assignment submitted to Public Health Administration by the party requesting the special assignment and shall be available for review at the Public Health Administration Office when reasonable advance notice is given.
 1. The Public Health Nurse selected will be responsible to her/his supervisor for arranging hours.
 2. The Public Health Nurse selected will be responsible to a Public Health Nurse Manager I/II with the program responsibility for sharing information, identifying problems and problem solving as they relate to the Special Assignment. Ten (10) working days notification shall be given to respective worksites.
 - g) Special Assignments shall be rotated as equally as practicable. In the event that a rotation is not possible, a PHN shall be provided with a reason for non-selection upon request of the PHN.

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

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

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

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.

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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.14– Lead Assignments - County Proposes Modified CCL, May 8, 2023

The County and the Union agree to have up to ten (10) Public Health Nurse II Leads for a two-year rotation assignment. If the Lead PHN is out on leave of absence, they shall not receive the lead differential and the assignment may be temporarily assigned to another worker for the duration of the leave of absence. The Lead duties include will acting as a resource person and mentor to staff and will support and assist the Public Health Nurse Manager I or II in accordance with Section 20.2 in the Master Agreement.

- a) The Lead will not have disciplinary responsibilities, but may counsel workers as reflected in Section 6.4 of the Master Agreement.
- b) Each Lead assignment will be for a two-year rotation. By mutual agreement there can be an optional third year, if there are no other qualified volunteers.
- c) The Public Health Nurse II Leads shall receive a five (5%) differential for performing lead duties. this assignment.
- d) After a request for volunteers, considering staff input, the manager will give consideration to qualified volunteers. The Public Health Nurse Manager, or the Deputy Director of Public Health, Nursing Services, will determine the Lead assignments.

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

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 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:

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- 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, May 8, 2023

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.17– State or National Certification Pay - County Not in Agreement with UP dated April 14, 2023, County Proposes CCL, May 8, 2023

Annual compensation of two hundred fifty dollars (\$250.00) 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.

From: SCCo To: SEIU May 8, 2023

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- 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.

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

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 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.

NEW Proposed by SEIU C.19– Preceptor Pay Differential - County Not in Agreement with UP dated April 14, 2023, County is still evaluating proposal, May 8, 2023

- ~~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 nurses who:
 - ~~• 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 specific 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 January 2024, a preceptor must also have successfully completed the preceptor training program and preceptor competencies. The structure, objectives, and content of the formalized training program and the amount of formalized training shall be determined by the~~

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~~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 shall receive the Preceptor pay.~~

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Sideletter – Pilot Agreement for Collaboration on Quality of Care Committee - County Proposes CCL, 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 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.

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- 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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