

SEIU 521 Negotiations 2023
Public Health Unit County Proposal 3
Date: Friday, June 9, 2023

Section	Proposal
C.1 Job Classifications	CP3 holds to CP1 dated 5/8/23
C.2 Public Health Nurses Voluntary Reduced Work Hours	CP3 holds to CP1 dated 5/8/23
C.3 Accumulated Time Earned	TA to UP dated 5/31/23
C.6 Work Out of Classification Assignment	CP3 modifies CP2 dated 5/18/23 See attached
C.8 Educational/Licensure Maintenance Provisions	CP3 modifies CP2 dated 5/18/23 See attached
C.14 Lead Assignments	TA to UP dated 5/31/23
C.17 State or National Certification Pay	CP2 modifies CP2 dated 5/18/23 See attached
C. 19 (SEIU NEW) C.9 Preceptor Pay Differential	CP3 holds to CP1 dated 5/8/23; open to discussion dated June 9, 2023

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**County’s Counter Proposal #3 to SEIU-June 9, 2023
Appendix C-Public Health Nursing Unit**

APPENDIX C – PUBLIC HEALTH NURSING UNIT

C.1 – Job Classifications – County Not in Agreement w/ UP from May 8, 2023, and holds to CP 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
S50	Public Health Nurse I	5.00%
S48	Public Health Nurse II	5.00%
S47	Public Health Nurse III	5.00%
S45	Public Health Nurse Specialist	5.00%

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

JOB CODE	CLASSIFICATION	REALIGNMENT
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S50	Public Health Nurse I	1.00%
S48	Public Health Nurse II	1.00%
S47	Public Health Nurse III	1.00%
S45	Public Health Nurse Specialist	1.00%

C.2 – Public Health Nurses Voluntary Reduced Work Hours – County Not in Agreement w/ UP from May 8, 2023, and holds to CP 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.6 – Work Out of Classification Assignment - County Not in Agreement w/ UP from May 31, 2023, and County Modifies CP dated May 18, 2023, on June 9, 2023

b) Short-term WOOC

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. 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 at any time, to the Public Health Nurse Manager. Short-term WOOC assignments will be assigned as equally as practicable.
2. At least once a year in the month of June, management will notify PHN staff of the opportunity to submit their name for the interest list described in b)1. During the month of December, PHN staff may submit their name expressing their interest in a short-term WOOC

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~~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.

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 making a final selection.

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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 non-selection upon request of the PHN.

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.8 – Educational/Licensure Maintenance Provisions – County Not in Agreement w/ UP from May 31, 2023, and County Modifies CP dated May 18, 2023, on June 9, 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~~ **forty (40) 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, ~~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.

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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.
 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.

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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.

C.17 – State or National Certification Pay - County Not in Agreement w/ UP from May 31, 2023, and County Modifies CP dated May 18, 2023, on June 9, 2023

Annual compensation of ~~three hundred fifty dollars (\$25300.00)~~ 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.

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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.

NEW Proposed by SEIU C.19– Preceptor Pay Differential - County Not in Agreement with UP dated April 14, 2023, County open to discussion, June 9, 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 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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