

Negotiations between Service Employee International Union, Local 521 and  
County of Santa Clara  
Proposal #3  
Public Health Nurse Unit Table

DATE: 5/31/23  
TIME: @4:25pm

C.1	REALIGNMENTS	UP 5/8/23
C.2	PUBLIC HEALTH VOLUNTARY REDUCED WORK HOURS	NO CHANGE – CCL
C.3	ACCUMULATED TIME EARNED	NO CHANGE – CCL
C.6	WORK OUT OF CLASSIFICATION ASSIGNMENT	SEE ATTACHED
C.8	EDUCATION/LICENSURE MAINTENANCE PROVISIONS	SEE ATTACHED
C.11	SPECIAL ASSIGNMENTS	TA to MP - CCL
C.14	LEAD ASSIGNMENTS	NO CHANGE – CCL
C.17	STATE OR NATIONAL CERTIFICATION PAY	SEE ATTACHED
C.19	*NEW* PRECEPTOR PAY	UP 4/14/23

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



# PHN Unit Proposal – May 31, 2023

## C.6 Work Out of Classification Assignment

### a) Work Out of Classifications (WOOC) TA to MP 5/18/23

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 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

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 equitably~~ 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 equitably.

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 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.
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.



## PHN Union Proposal –5/31/23

### C.8– Educational/Licensure Maintenance Provisions

#### 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 licensure/certifications and credentials. The individual PHN shall decide the educational program in which they shall participate. It is understood that all use of educational leave shall be principally related to the nursing practices within the County. 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. Educational leave for part-time PHN shall be pro-rated.

2. For the purpose of providing time without loss of compensation and benefits, workers in the PHN Unit will only be provided with enough paid time a maximum of forty (40) hours per calendar year, inclusive of travel time, required to fulfill the continuing education units needed for maintenance of licensure, certifications and staff development needs that benefit the County of Santa Clara. by the State of California every two years.

Educational leave will be cumulative to a maximum of eighty (80) hours from one calendar year to the other. Educational leave for PHN's in half-time codes and split codes will be pro-rated. If the worker is requesting more educational leave than than needed to meet the State of California requirement for maintenance of licensure, vacation, personal time, compensatory time or leave without pay must be used.

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

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

5. If the educational leave falls on the PHN's day off, the PHN

shall select one of the following:

- The day will be charged to educational leave and the nurse will have a day added to the nurse's Paid Time Off Balance, or
- The day will be charged to educational leave and the PHN will be given another day off during the pay period, or
- The day will not be charged to educational leave.
- Educational leave granted shall not be counted toward the base period in calculation of overtime.

2.6. 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

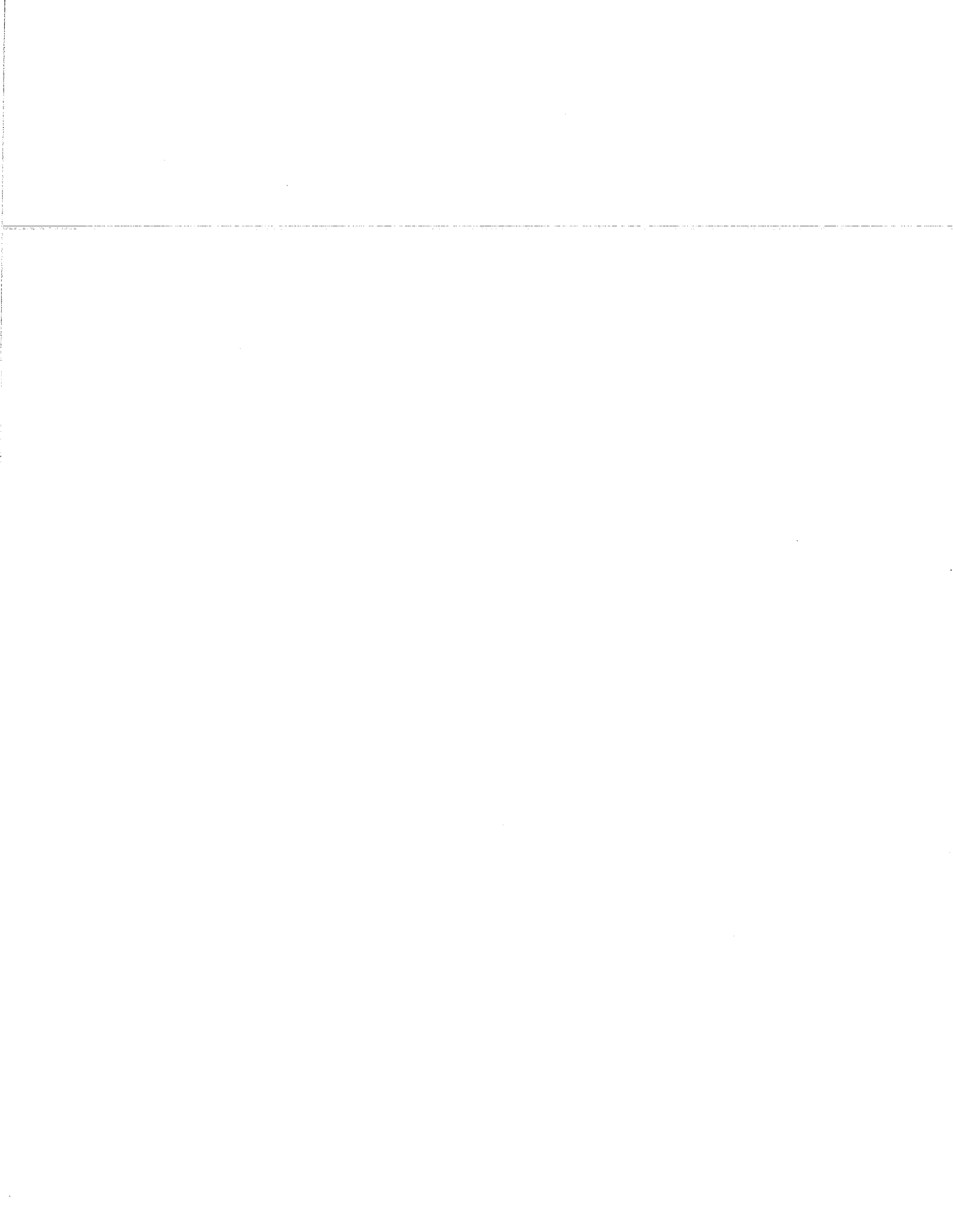
1. The County will fund, on a matching basis, twenty-five thousand dollars (\$25,000) over the contract period for continuing education. This amount is over and above the tuition reimbursement fund in the master agreement.
2. Funding shall include, but not be limited to, reimbursement for related expenses 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.
  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.



## PHN Union Proposal – 5/31/23

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

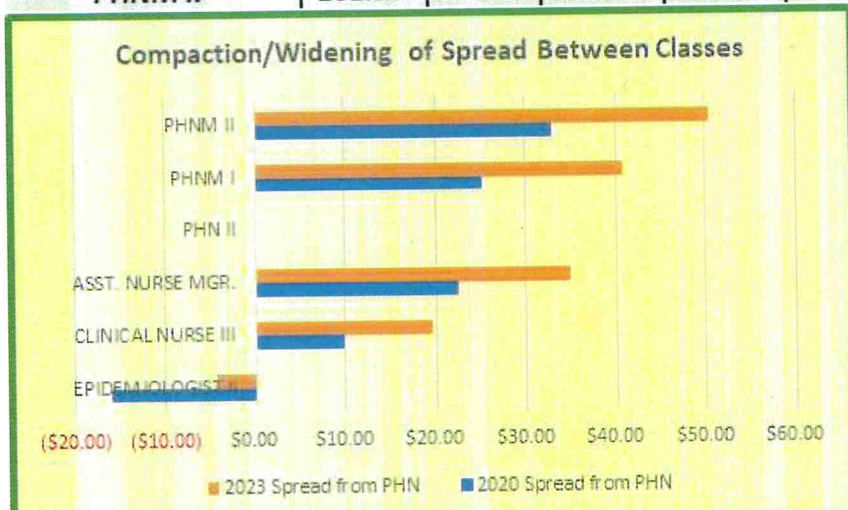
Annual compensation of ~~two hundred fifty three hundred and seventy-five~~ dollars (~~\$250,375.00~~) may be issued to a coded worker in the Public Health Nursing Unit who is certified or recertified in a specialty that is applicable to her/his current area of practice in the Public Health Department. Each coded worker in the Public Health Nursing Unit may apply for State or National Certification Pay provided:

- a. The certification is clinically relevant to the worker's current area of practice in the Public Health Department and will enhance the worker's knowledge base and skill in providing expert care to Public Health Department clients.
- b. The certification is issued by a state or nationally recognized accrediting agency and applicable to current area of practice in the Public Health Department.
- c. Certification that is required by the California Board of Registered Nursing (BRN) to meet certification or recertification requirements as a Public Health Nurse shall not qualify for State or National Certification Pay

Verification of successful completion of such certification or recertification must be submitted during the month of April to receive State or National Certification Pay.

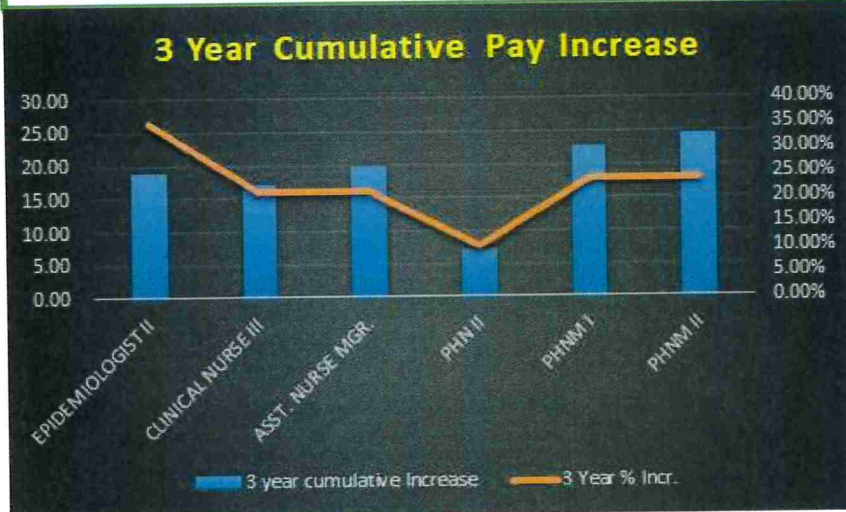


JOB	FY 19/20	FY 20/21	FY 21/22	FY 22/23	3 year Increase	3 Year % Incr.	2020 Spread from PHN II	2023 Spread from PHN II
EPIDEMIOLOGIST II	53.92	55.54	57.21	72.88	18.96	35.16%	(\$16.00)	(\$4.26)
CLINICAL NURSE III	79.75	82.94	85.43	96.79	17.04	21.37%	\$9.83	\$19.65
ASST. NURSE MGR.	92.32	96.02	98.90	112.05	19.73	21.37%	\$22.40	\$34.91
PHN II	69.92	72.01	74.89	77.14	7.22	10.33%	\$0.00	\$0.00
PHNM I	95.14	106.89	111.16	117.93	22.79	23.95%	\$25.22	\$40.79
PHNM II	102.99	115.71	120.34	127.67	24.68	23.96%	\$33.07	\$50.53



## Comparison of PHN II salary growth to related classifications:

- Epidemiologist II
- Clinical Nurse 3  
(RNPA counterpart to PHN II)
- PHN Manager I
- PHN Manager II
- Assistant Nurse Manager  
(RNPA counterpart to PHN I)



Sources : CEMA MOA, SEIU MOU, RNPA MOU, and the SCC Master Salary Ordinance. Step 5 is used for comparison purposes in all classes. Clinical Nurse 3 reports to ANM, and PHN II reports to (and can promote directly into) PHNM I

Union provided 5/31/23

