

**AMENDMENT TO THE MEMORANDUM OF AGREEMENT  
BETWEEN  
THE COUNTY OF VENTURA  
AND  
THE SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 721**

The County of Ventura ("County") and Service Employees International Union, Local 721 ("SEIU") have agreed to the following:

Amend the 2019-2022 Memorandum of Agreement ("MOA") as follow:

1. Revise Article 3, "Recognition", as follows:

This MOA shall apply only to persons employed by the County and/or the APCD in the classifications within the following bargaining units:

- A. Administrative Support Unit
- B. Supervisory Unit
- C. Technical Unit
- D. Maintenance and Labor Unit
- E. Professional Unit
- F. Social Services Non-Supervisory Unit
- G. **Primary Care Clinic Professional Unit**

The terms "employee" or "employees" as used in this MOA shall refer only to persons employed by the County or the APCD in said bargaining units.

2. Revise Article 31, "Annual Leave" section 3101 "Applicability" and section 3104 "Accrual Rates" as follows:

Sec. 3101 **APPLICABILITY:** The provisions of this Article shall apply only to Nursing Care Coordinators I, II and **to persons employed in the job classifications within the Primary Care Clinic Professional Unit** ~~Clinical Coordinators whom are SEIU represented classes.~~

Sec. 3104 **ACCRUAL RATES:** Full-time employees shall accrue hours of annual leave with pay for each hour of compensation to a maximum of 80 hours per biweekly work period according to the following schedule **commencing with the hire date of his/her latest period of County employment. Unpaid absence or time not worked and part-time employment shall cause said pay period's accrual of annual leave credits to be reduced on a pro rata basis.**

<u>Compensable Hours</u>	<u>Annual Leave Credit Earned per Hour</u>	<u>Annual Leave Accrual</u>
Less than 10,400 hours (Approximately less than 5 Years)	.0769	20 working days
10,400 but less		

than 22,880 hours (Approximately 5 Years but less than 11 Years)	.0962	25 working days
22,880 hours (Approximately 11 Years)	.1000	26 working days
24,960 hours (Approximately 12 Years)	.1038	27 working days
27,040 hours (Approximately 13 Years)	.1077	28 working days
29,120 hours (Approximately 14 Years)	.1115	29 working days
31,200 or more (Approximately 15 Years but less than 20 years)	.1154	30 working days
41,600 or more (Approximately 20 or more Years)	.1231	32 working days

~~Annual leave is earned according to each biweekly pay period of service commencing with the hire date of his/her latest period of County employment.~~

3. Add Article 38, "Primary Care Clinic Professional Unit" as follows:

Sec. 3801 Definition: Employees hired as of July 1, 2021 to work in one of the classifications listed below:

Primary Care Clinic Licensed Vocational Nurse I  
Primary Care Clinic Licensed Vocational Nurse II  
Primary Care Clinic Licensed Vocational Nurse III  
Primary Care Clinic Nurse Practitioner  
Primary Care Clinic Physician Assistant  
Primary Care Clinic Registered Nurse I  
Primary Care Clinic Registered Nurse II  
Primary Clinic Senior Registered Nurse

Sec. 3802 Wage Grid Pay/Salary Increases

For the classifications listed in Sec. 3801, Article 5 (Hourly Rate of Pay/Salary Plan), Section 501 of this MOA shall not apply. Instead, those identified classifications shall be subject to the wage grid as identified in Exhibit 2 to this MOA.

For the classifications listed in Sec. 3801, except for Primary Care Clinic Nurse Practitioner and Primary Care Clinic Physician Assistant, Article 5 (Hourly Rate of Pay/Salary Plan), Sections 515, 516, 517 and 518 of this MOA shall not apply. Instead, those identified classifications shall be subject to the annual step increase process set forth in Sec. 3803 (2) below.

Sec. 3803 Placement of Newly Hired Employees, except for Primary Care Clinic Nurse Practitioner and Primary Care Clinic Physician Assistant, on the Wage Grid Exhibit 2 to this MOA.

For the purposes of this section, a "New Hire" shall be defined as an individual hired into one of the job classifications listed in Sec. 3801:

1. Initial placement on to the Wage Grid shall be determined by the cumulative years of Verified Experience as defined below.

Verified Experience shall be determined based on the criteria set forth below:

- A. Verification of years of service shall be completed by the Agency prior to the New Hire's first day of employment and the determination shall be based on the professional experience information supplied by the New Hire on their County application.
  - B. The Agency's determination of years of Verified Experience will be the basis for determining the appropriate placement of a New Hire on the Wage Grid.
  - C. For the purposes of this Section, a year of Verified Experience shall be defined as 2,080 hours.
  - D. Credit for one (1) salary step shall be given for each year of Verified Experience gained within a County of Ventura facility.
  - E. Credit for one (1) salary step shall be given for each year of Verified Experience gained outside of the County of Ventura within that licensure.
  - F. Subsequent movement through the salary range will be the same as for incumbent staff.
2. Step Advances within the Wage Grid, except for Primary Care Clinic Nurse Practitioner and Primary Care Clinic Physician Assistant.
    - A. An employee who is below the maximum step 20 shall be eligible for an annual step advance upon:
      1. Completion of an additional 2,080 hours of compensable service; and
      2. The timely submission by supervision/management of a performance evaluation with a rating of "competent" or better filed at least two months before the employee's step advance anniversary date.
    - B. If no performance evaluation is issued in accordance with subparagraph "2A (2)" above, the employee may submit a written request for their department to issue a performance evaluation. The Department Head, or his/her designee, shall cause issuance of an accurate performance evaluation within five (5) working days of the employee's request. If said evaluation is competent or better, the employee shall be granted a step advance effective to his/her step advance anniversary date.

- C. An employee who has received an "Unsatisfactory" or "Improvement Needed" performance evaluation shall not be granted a step advancement in the position held when such rating was given until a "competent" or better rating is filed.

Sec. 3804 Certification Pay

Any employee in the classifications identified in Section 3801 of this Article who acquires and maintains certification(s) issued by a national or state recognized organization is eligible for certification pay per shift of \$0.813 per hour compensated for each certification to a maximum of five (5) certifications per employee upon the employee providing appropriate documentation and requesting certification pay. In order to qualify for the certification pay, certifications must be deemed clinically appropriate by Clinic Administrators and must be related to the employee's regular assignment.

Certification pay shall be granted pursuant to this section only after submission of appropriate documentation to the employee's nursing manager or his/her designee, who shall submit the documentation to HCA HR within seven (7) business days of receipt. Employee will become eligible for the certification pay the first day of the first full pay period following the receipt of the approved documentation by HCA HR.

Any employee who receives the Certification Pay pursuant to the provisions of this section, and who is absent as the result of having utilized a day of paid sick leave, paid annual leave, paid vacation, or paid holiday, shall continue to receive the Certification Pay as if they had worked their regular shift for that day(s). Any otherwise eligible part-time employee who takes such day of paid leave off, shall be compensated on a pro-rata basis.

Sec. 3805 License Reimbursement – Nurses and Specific Technician Classes:

The County shall reimburse employees in the below listed classifications for State required, job related licenses provided, however, that the Director, Health Care Agency determines that such licenses are necessary to meet the requirements of the position(s). Classifications eligible for reimbursement are:

1. Primary Care Clinic Licensed Vocational Nurse I and II.
2. Any position requiring a valid license as a Registered Nurse in the State of California.
3. Primary Care Clinic Physician Assistant.

Sec. 3806 Health Insurance:

For the classifications identified in Section 3801 of this Article, Article 7 'Health Insurance' Section 701 'County Contribution' of this MOA shall not apply. Instead, incumbents in the eligible classifications shall be subject to the following:

- A. Full-time employees covered by this Agreement are provided benefits by the County of Ventura Flexible Benefits Program ("Cafeteria Plan"). Subject to the terms and conditions of the Cafeteria Plan Document, the County shall contribute per biweekly pay period toward the Cafeteria Plan for each full-time employee the amount as follows:

Effective July 1, 2021, the County shall contribute \$547 biweekly for each full-time employee.

Effective December 12, 2021, the County shall contribute \$597 biweekly for each full-time employee.

- B. Flexible credits for enrolled less than full-time employees shall be established on a separate basis from full-time employees. For purposes of this Article only, less than full-time employees shall be defined as those who work no fewer than forty (40) hours but less than sixty (60) hours per biweekly pay period.

Effective July 1, 2021, the County shall contribute \$383 biweekly for each enrolled less than full-time employee.

Effective December 12, 2021, the County shall contribute \$418.00 biweekly for each enrolled less than full-time employee.

Sec. 3807 Pay-for-Performance

- A. Productivity Incentive Payment: In an effort to develop the metrics for the Productive Incentive Payment for the Primary Care Clinic Nurse Practitioner and Primary Care Clinic Physician Assistant, a Productivity Incentive Committee ("PIC") will be established to provide a forum for communication, information gathering, research, debate, and joint problem-solving. The PIC shall be comprised of two (2) SEIU-appointed unit members, not more than one (1) NP and one (1) PA; and two (2) County Ambulatory Care management representatives. County and SEIU labor negotiators will also attend PIC meetings. The PIC shall meet monthly, or on a more frequent basis as mutually agreed upon. The first PIC meeting shall take place within 30 days of adoption of this Amendment by the Board of Supervisors and shall be formally dissolved not later than December 31, 2021, unless there is mutual agreement to extend beyond that date.

The purpose of the PIC will be to develop a recommendation for eligibility requirements for a Productivity Incentive Payment for employees holding the classifications either of Primary Care Clinic Nurse Practitioner or Primary Care Clinic Physician Assistant. The Productivity Incentive Payment shall be up to five percent (5%) of base salary based on meeting quarterly productivity benchmarks developed by the PIC. Eligibility for the Productivity Incentive Payment will be measured on volume of patient-facing billable encounters in the FQHC clinic. The Productivity Incentive Payment shall be paid as a percentage of base pay earned during the measurement period and is payable within two pay periods following the final day of the applicable quarterly measurement period. Payments are subject to payroll taxes as required by the Internal Revenue Service (IRS) and will be includable as compensation earnable if so determined by VCERA. The implementation date of the Productivity Incentive Payment shall not be later than January 1, 2022.

In addition, the PIC will develop a recommendation for a revised minimum patients per half day (productivity) required for eligibility for the the Annual Quality Incentive Payment set forth in Section 3807(B), below. The implementation date of the recommendation for a revised minimum patients per half day (productivity) shall not be later than January 1, 2022.

**B. Quality of Care Incentive Payment:**

1. Primary Care Clinic Nurse Practitioners and Primary Care Clinic Physician Assistants shall be eligible to receive an Annual Quality of Care Incentive Payment of up to five percent (5%) of their base salary based on meeting quality benchmarks listed in the below chart. The Annual Quality of Care Incentive Payment shall be paid as a percentage of base pay earned during the measurement period and is payable within two pay periods following the last day of the applicable annual measurement period. Payments are subject to payroll taxes as required by the Internal Revenue Service (IRS) and will be includable as compensation earnable if so determined by VCERA.

Employees must be employed by the County at the beginning and end of each annual period in order to be eligible for the Quality of Care Incentive payment. Employees who are absent, regardless whether time off is paid or unpaid, for greater than 33% of their regularly assigned work schedule over the course of the applicable measurement period will not be eligible for any Quality of Care Incentive payment for that year.

Primary Care Clinic Nurse Practitioners and Primary Care Clinic Physician Assistants must meet minimum productivity of 6.5 patients per half-day of patient care to be eligible for Annual Quality of Care Incentive Payment. At least one measure will reflect patient satisfaction.

# of Measures Passed	Bonus Earned (per year)
7	5% of Base Salary
6	3% of Base Salary
5	2% of Base Salary
<5	Not eligible for payment

2. The initial metric measurement period for the Quality of Care Incentive Payment shall be the second half of the 2021 calendar year. Provider performance will be assessed from July 1, 2021 through December 31, 2021. The Quality of Care Incentive Payment shall be calculated on the provider's actual base wage earnings during the initial measurement period.
3. Effective the first full calendar year (i.e., Jan. – Dec.) after adoption of this Agreement by the County Board of Supervisors, employees holding the classification of Primary Care Clinic Nurse Practitioner or Primary Care Clinic Physician Assistant shall be eligible to receive an Annual Quality of Care Incentive Payment of up to five percent (5%) of their base salary based on meeting quality benchmarks listed in the above chart, Sec. 3807(B1).

**Sec. 3808**

Preceptor Payment: An employee employed in the classifications of Primary Care Clinic Nurse Practitioner, Primary Care Clinic Physician Assistant, Primary Care Clinic Registered Nurse I, Primary Care Clinic Registered Nurse II or Primary Clinic Senior Registered Nurse who is assigned by the Clinic Administrator, and has verifiable competencies to perform as a preceptor, shall receive an additional compensation of one dollar (\$1.00) per hour for any hours recognized as precepting.

Sec. 3809 Deferred Compensation:

For the classifications identified in Section 3801 of this Article, Article 6 'Other Benefits and Premium Pay' Section 629 'Deferred Compensation' of this MOA shall not apply. Instead, incumbents in the eligible classifications shall be subject to the following:

Employees in the Primary Care Clinic Professional unit covered by this MOA may participate in the County's Deferred Compensation Program. Employees eligible for, and who participate in, the 401(k) Plan may contribute the maximum amount allowed under the County's plan. The County will match a part of an employee's contribution of the employee's hourly rate of pay/salary on a pay period basis, according to the following schedule:

<u>Employee Contribution</u>	<u>County Match</u>
1.50%	1.50%
2.00%	2.00%

Se. 3810 Bachelors of Science in Nursing: The Health Care Agency (HCA) is offering a program for a Bachelor of Science in Nursing (BSN) degree for registered nurses employed with HCA. Employees employed in the classifications of Primary Care Clinic Registered Nurse I Primary Care Clinic Registered Nurse II or Primary Clinic Senior Registered Nurse who qualify for and enroll in a BSN degree program may be eligible to receive up to a maximum of two thousand dollars (\$2,000) each fiscal year for textbook and tuition reimbursement in addition to the reimbursement allowed by section 805 of this MOA. Participants of this reimbursement program must utilize the amounts allotted in Section 805 prior to receiving any reimbursement under this program and must currently be employed by the Health Care Agency to receive said reimbursement. The employee must have passing grades each semester in order to continue eligibility for reimbursement. There will be a maximum of ten (10) employees eligible for this reimbursement per fiscal year. Full time employees will receive priority.

This reimbursement program is subject to an annual review of effectiveness and renewal by the Health Care Agency, to be approved by the County Executive Office.

Sec. 3811 Continuing Education – Health Personnel: The Health Care Agency will attempt, through its Staff Development Program, to provide the required In-Service Health Care Personnel Education requirements imposed by the Continuing Education Statute of the State of California.

Sec. 3812 Staff Development for Nurses: Employees shall be authorized up to forty-eight (48) hours of leave with pay every two (2) calendar years (for example, January 1, 2021- December 31, 2022), to attend job related conferences, for example, and seminars which are conducted during times when said employees would regularly be on duty. Such leave may be taken while utilizing Textbook and Tuition Reimbursement. The approval and scheduling of such time off with pay by a department head is predicated on the availability of adequate staffing.

The provisions of Sec. 3812 shall not apply to Primary Care Clinic Physician Assistant or Primary Care Clinic Nurse Practitioner.

Sec. 3813 In-Service Training for Nurses: The Health Care Agency will attempt, through its Staff Development Program, to provide the In-Service Nursing Education required by statute (AB 449 of 1972). The Health Care Agency may provide up to fifteen (15) Continuing Education Units (CEU's) annually for designated courses which gain or maintain required certification/licensure or competency.

Sec. 3814 Higher Education Work Life Balance: Employees enrolled in a bona fide degree program (BSN, MSN, NP or PhD in nursing) may step down from full time status to 2/3 part-time status for the duration of their academic program, up to a maximum of two years, after which the RN/LVN would return to full-time status.

1. The County shall establish the maximum amount of thirteen (13) employees to participate in the Higher Education Work Life Balance Program.
2. A maximum of one (1) employee per Primary Care Clinic site shall participate in the program at the same time.
3. Employees who participate in the program shall be entitled to the provisions applying to Article 8 (Textbook and Tuition Reimbursement).

Sec. 3815 Job Related Seminars and Workshops: Employees employed in classifications within the Primary Care Clinic Professional Unit shall be eligible for the reimbursements provided by section 803F of this Agreement.

4. Add Article 39 "Continuing Medical Education" as follows:

Sec. 3901 Purpose: To increase the skills and effectiveness of employees employed in the classifications of Primary Care Clinic Nurse Practitioner and Primary Care Clinic Physician Assistant (collectively referred to as "advanced practice providers"). It is the policy of the County to support advanced practice providers in pursuing education in order to promote and encourage the meeting of licensure requirements and the upgrading of skills and knowledge for the effective delivery of medical services.

Sec. 3902 Eligibility: Regular, full-time and less than full-time employees (on a pro rata basis) employed in the classifications of Primary Care Clinic Nurse Practitioner and Primary Care Clinic Physician Assistant.

Sec. 3903 Approval: In order to be granted Continuing Medical Education (CME) leave, an eligible employee must submit a written request to the CEO Ambulatory Care containing all the information required to evaluate the request.

- A. CME leaves will be granted only in cases where there is a reasonable expectation that the employee's work performance or value to the County will be enhanced as a result of the course of study.
- B. Courses taken as part of a program of study for a college undergraduate or graduate degree will be evaluated individually for job-relatedness.



- C. CME may be granted for self-study (home-study) courses or those that prepare for certifications and are job related.
- D. Approval of CME leave may not be unreasonable denied.

Sec. 3904 Leave Duration: Full-time employees are eligible for CME leave of up to 40 hours of paid time each calendar year. Less than full-time employees are eligible for CME on a pro-rata basis.

Sec. 3905 Reimbursement for CME-Related Activities:

- A. The County shall, subject to reasonable budgetary control, and unless otherwise designated in this MOA, provide for one hundred percent (100%) reimbursement of those expenses allowed as per subsection 3903 for job-related CME activities up to a maximum of two thousand dollars (\$2,000) per fiscal year in accordance with the provisions of this Article. Reimbursement shall not exceed two thousand dollars (\$2,000) per fiscal year.
- B. Advanced Reimbursement - Reimbursement may be made to employees prior to the beginning of the approved CME activities. If the approved activities are not satisfactorily completed, the employee shall reimburse the County for all monies received. If an employee terminates prior to completion of the course, the monies must be reimbursed to the County.

Sec. 3906 Costs Not Covered: In terms of both time and money, the following costs are not covered by this program:

- A. Parking fees, meals, and other costs not specifically covered in this program will not be paid by the County.
- B. Costs for which reimbursement is received from other sources.

Sec. 3907 Conflicting Articles Inapplicable: Article 8 (Textbook and Tuition Reimbursement) of this Agreement, both in whole or in part, is not applicable to persons eligible for CME. Provisions of this Article are provided in lieu of the provisions of Article 8.

Agreed to this 30<sup>th</sup> day of March, 2021, by:

**For the County**

**For SEIU, Local 721**

  
\_\_\_\_\_  
J. Tabin Goso  
Chief Deputy Executive Officer

  
\_\_\_\_\_  
Leslie Simon  
Asst. Director, Collective Bargaining & Research

Base Salary Range, 03-16-2021

Primary Care Clinic Nurse Practitioner

Base Pay	Minimum	Mid-Point	Maximum	% Increase
7/1/2021	\$118,872.00	\$125,911.00	\$132,950.00	0.00%
12/26/2021	\$121,249.44	\$128,429.22	\$135,609.00	2.00%
4/3/2022	\$121,846.54	\$129,061.68	\$136,276.82	0.49%
4/17/2022	\$122,760.39	\$130,029.65	\$137,298.90	0.75%

Primary Care Clinic Physician Assistant

Base Pay	Minimum	Mid-Point	Maximum	% Increase
7/1/2021	\$118,872.00	\$125,911.00	\$132,950.00	0.00%
12/26/2021	\$121,249.44	\$128,429.22	\$135,609.00	2.00%
4/3/2022	\$121,846.54	\$129,061.68	\$136,276.82	0.49%
4/17/2022	\$122,760.39	\$130,029.65	\$137,298.90	0.75%

*J.L.*  
J. Tabin Casio  
3/19/2021

*Leslie*  
Leslie S. MO  
7/19/21

SEIU Local 721  
 Primary Care Clinic Nurses  
 Wage Grid 2021 - 2022  
 Exhibit 2 to MOA 2019 - 2022

**GRID ONE: EFFECTIVE JULY 1, 2021**

Position	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	17	20
Primary Care Clinic Licensed Vocational Nurse I	\$ 26.50	\$ 27.04	\$ 27.11															
Primary Care Clinic Licensed Vocational Nurse II	\$ 27.83	\$ 28.39	\$ 28.47															
Primary Care Clinic Licensed Vocational Nurse III	\$ 29.22	\$ 29.81	\$ 29.96															
Primary Care Clinic Registered Nurse I	\$ 33.85	\$ 35.04	\$ 35.31															
Primary Care Clinic Registered Nurse II	\$ -	\$ 42.05	\$ 42.36															
Primary Care Clinic Senior Registered Nurse	\$ -	\$ 44.08	\$ 44.41															

**GRID TWO: EFFECTIVE DECEMBER 26, 2021**

Position	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	17	20
Primary Care Clinic Licensed Vocational Nurse I	\$ 27.04	\$ 27.58	\$ 27.66															
Primary Care Clinic Licensed Vocational Nurse II	\$ 28.39	\$ 28.95	\$ 29.04															
Primary Care Clinic Licensed Vocational Nurse III	\$ 29.81	\$ 30.40	\$ 30.55															
Primary Care Clinic Registered Nurse I	\$ 34.52	\$ 35.74	\$ 36.01															
Primary Care Clinic Registered Nurse II	\$ -	\$ 42.99	\$ 43.21															
Primary Care Clinic Senior Registered Nurse	\$ -	\$ 44.96	\$ 45.30															

**GRID THREE: EFFECTIVE APRIL 3, 2022**

Position	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	17	20
Primary Care Clinic Licensed Vocational Nurse I	\$ 27.17	\$ 27.71	\$ 27.78															
Primary Care Clinic Licensed Vocational Nurse II	\$ 28.53	\$ 29.10	\$ 29.18															
Primary Care Clinic Licensed Vocational Nurse III	\$ 29.85	\$ 30.55	\$ 30.70															
Primary Care Clinic Registered Nurse I	\$ 34.69	\$ 35.92	\$ 36.19															
Primary Care Clinic Registered Nurse II	\$ -	\$ 43.10	\$ 43.42															
Primary Care Clinic Senior Registered Nurse	\$ -	\$ 45.18	\$ 45.52															

**GRID FOUR: EFFECTIVE APRIL 17, 2022**

Position	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	17	20
Primary Care Clinic Licensed Vocational Nurse I	\$ 27.37	\$ 27.92	\$ 28.00															
Primary Care Clinic Licensed Vocational Nurse II	\$ 28.74	\$ 29.31	\$ 29.40															
Primary Care Clinic Licensed Vocational Nurse III	\$ 30.18	\$ 30.78	\$ 30.93															
Primary Care Clinic Registered Nurse I	\$ 34.69	\$ 35.92	\$ 36.19															
Primary Care Clinic Registered Nurse II	\$ -	\$ 43.42	\$ 43.75															
Primary Care Clinic Senior Registered Nurse	\$ -	\$ 45.52	\$ 45.86															

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 (Eric Simon)  
 3/19/21

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 J. Taborski  
 3-19-2021