

**AMENDMENT TO THE MEMORANDUM OF AGREEMENT
BETWEEN
THE COUNTY OF VENTURA
AND
CALIFORNIA NURSES ASSOCIATION – Regular Unit**

The County of Ventura (“County”) and California Nurses Association (“CNA”) have agreed to the following:

Amend the 2020-2023 Memorandum of Agreement (“MOA”) as follow:

Article 3 Recognition:

Revise to add the following job classifications:

Classification	Code
<u>Primary Care Clinic Licensed Vocational Nurse I</u>	<u>00657</u>
<u>Primary Care Clinic Licensed Vocational Nurse II</u>	<u>00658</u>
<u>Primary Care Clinic Licensed Vocational Nurse III</u>	<u>00664</u>
<u>Primary Care Clinic Nurse Practitioner</u>	<u>00552</u>
<u>Primary Care Clinic Physician Assistant</u>	<u>00609</u>
<u>Primary Care Clinic Registered Nurse I</u>	<u>00616</u>
<u>Primary Care Clinic Registered Nurse II</u>	<u>00617</u>
<u>Primary Clinic Senior Registered Nurse</u>	<u>00618</u>

Sec. 501(D) Classifications Eligible for Market Based Adjustments:

Revise to add the following job classifications:

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

Revise to add the following section:

Sec. 518 **Merit Increases Within The Pay/Salary Range: Merit increases within a range shall not be automatic. They shall be based on merit and shall require the written approval of the appointing authority, containing the effective date thereof. Except as otherwise provided, a merit increase shall consist of an increase of approximately five percent (5%) within a range for the class unless the employee is less than five percent (5%) from the top of the range and, in such a case, the increase shall be to the top of the pay/salary range. Qualifying service for merit increase consideration shall be by compensable hours, which include all paid hours, not to exceed 40 per work week.**

Sec. 519 **Time For Merit Increases: A newly appointed, re-employed, or promoted employee may qualify for:**

- A. An initial merit increase within the pay/salary range upon completion of at least 1,040 hours of compensable service, exclusive of overtime, in that job code.**
- B. All affiliated clinic employees hired in accordance with the provisions of the Clinic Integration Plan Agreement dated May 26, 2021 shall be eligible for merit increases pursuant to Article 5 (Hourly Rate of Pay), sections 518 except that the timing of an employee's initial merit increase shall be upon completion of 2,080 hours of compensable service in the classification to which they were appointed.**
- C. Succeeding merit increases within the pay/salary range upon completion of at least each additional 2,080 hours of compensable service, exclusive of overtime in that class.**

No increase may be given which results in the employee receiving any amount in excess of the top of the pay/salary range of the classification in which he is employed. The period of service required to qualify for merit increases by regular less than full-time employees shall be the same as a regular full-time employee. The decision to grant or deny merit increases shall not be subject to the Arbitration provision of this Agreement but shall instead be appealable via the grievance procedure to the Agency Head whose decision shall be final and binding on the parties. All approved merit increases will be effective on the first Sunday of the pay period after completing the required compensable hours of service.

Sec. 520

Merit Review: At least one (1) pay period prior to the employee's merit increase, the appointing authority shall notify the Director-Human Resources and the employee in writing of his decisions regarding approval or denial of a merit increase. In all cases, the decision of the appointing authority shall be based on the employee's performance.

Sec. 521

Denial Of Merit Increase: If, in the appointing authority's judgment, the employee's performance does not warrant a merit increase upon meeting the service requirements of Section 519, the Department/Agency head may deny the increase and must complete the County Performance Evaluation rating form. Any time prior to the employee qualifying for his next scheduled merit increase, the employee may request a review of his merit increase by the appointing authority or the appointing authority, by his own initiative, may review the matter. If the appointing authority concurs with the requested review or if the appointing authority independently initiates his own review, then the appointing authority shall reopen the matter by submitting another performance rating and recommendation. If after a merit denial an employee's merit increase is granted any time prior to the employee qualifying for his next scheduled merit increase, that employee's following merit increase shall not be due until the employee has completed at least an additional 2,080 hours of compensable service following the date of the merit increase.

Sec. 522

Correcting Error In Overlooking Merit Increase: Upon discovery that an employee who would otherwise have been recommended for a merit increase failed to receive such increase as the result of an oversight or system error, the Auditor-Controller

shall compensate the employee for the additional salary he should have received dating from the first day of the pay period after which he would have satisfied the merit increase hours needed by adding said additional salary to the employee's next biweekly paycheck. In such cases, the employee's current merit increase hours needed will be adjusted as necessary.

Sec. 523 **Pay/Salary Placement - Personnel: Upon Request of the HCA Director and approval by the Director -Human Resources (or designated representatives), a newly appointed or reinstated employee assigned to any classification represented by CNA may receive a pay/salary placement at any point within the range assigned to the job classification involved. Such reinstatement pay/salary placement shall be limited to employees who formerly held permanent status in a classification CNA represented and who made such request for reinstatement within two (2) years after their effective date of termination. The provisions of this section are not applicable to pay/salary placement resulting from promotional examinations or appointment from Reemployment or Classification Reinstatement eligible lists.**

Sec. 606 **After-Hours Call: Effective July 1, 2021, Primary Care Clinic Nurse Practitioners and Primary Care Clinic Physician Assistants assigned by clinic management to take after-hours calls for Ambulatory Care Clinics shall be paid at one quarter (1/4) of their hourly rate of pay per hour over the length of the call shift. Employees receiving the After-Hours Call incentive are not eligible to receive the Standby Pay pursuant to Sec. 602 of this Agreement. Assignments to After-Hours Call shifts shall be done on a volunteer basis first then, absent volunteers, as assigned by clinic management.**

Sec. 808 **Preceptor Payment:**

Revise to add the following paragraph:

Effective July 1, 2021, 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.

Se. 909 **Bachelors of Science in Nursing**

Revise to add the following paragraph:

There shall be an additional up to (10) employees in the classifications of Primary Care Clinic Registered Nurse I Primary Care Clinic Registered Nurse II or Primary Clinic Senior Registered Nurse eligible for this reimbursement per fiscal year pursuant to the terms of this section. Full time employees will receive priority.

Revise to add the following section:

Sec. 1808 **Prior Work Hours Counted Toward FMLA/CFRA:**

All new employees hired into a classification covered by this MOA pursuant to the 2021 Ambulatory Care Clinic Integration Agreement Plan (“Integration Plan”) between the County of Ventura and CNA, who had been employed at one of the 18 primary care Ambulatory Care clinics immediately prior to the integration, shall have prior work hours in the Ambulatory Care clinics counted as County hours worked for the purposes of qualifying for FMLA/CFRA. In addition, any new employee who, prior to August 1, 2021, is hired into a classification covered by this MOA but who had been employed in a non-CNA represented position at one of the 18 primary care Ambulatory Care clinics immediately prior to the integration shall have prior work hours in the Ambulatory Care clinics counted as County hours worked for the purposed of qualifying for FMLA/CFRA.

Sec. 2407 Staff Development for Nurses:

Revise to add the following:

The provisions of Sec. 2407 shall not apply to Primary Care Clinic Physician Assistant or Primary Care Clinic Nurse Practitioner.

Sec. 2410 License Reimbursement – Nurses and Specific Technician Classes:

Revise to add the following job classifications:

6. Primary Care Clinic Licensed Vocational Nurse I, II and III.

7. Primary Care Clinic Physician Assistant.

Revise to add the following article:

Article 48 Continuing Medical Education:

Sec. 4801 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. 4802 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. 4803 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. 4804 Leave Duration: Full-time employees are eligible for CME leave of up to 60 hours of paid time each calendar year. Less than full-time employees are eligible for CME on a pro-rata basis.

Sec. 4805 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 4803 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. 4806 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. 4807 Conflicting Articles Inapplicable: Article 9 (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 9.

Revise to add the following article:

Article 49 PAY-FOR-PERFORMANCE:

Sec. 4901 Pay-for-Performance

- A. Definition: Average Patient Visits Per Half Day (APVPHD) is determined by the number of billable face-to-face (including billable telemedicine at the full Prospective Payment System (PPS) rate) patient encounters per one half day of scheduled patient care time in primary care. This value is used to determine employee eligibility for the Productivity and Quality incentives and is also used to calculate Federally Qualified Health Center (FQHC) productivity for each clinic. The denominator**

shall not include paid task time, paid leave, holidays not scheduled to work, mandatory manager-approved meetings, Union time, or after-hours phone calls.

- B. Productivity Incentive Payment: Effective July 1, 2021, Primary Care Clinic Nurse Practitioners and Primary Care Clinic Physician Assistants shall be eligible to receive a Productivity Incentive of up to seven percent (7%) of their base salary based on meeting monthly productivity benchmarks listed in the below chart. Eligibility for the Productivity Incentive will be measured on volume of patient-facing billable encounters in the FQHC clinic. The Productivity Incentive 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 monthly measurement period. Payments are subject to payroll taxes as required by the Internal Revenue Service (IRS) and will be pensionable as determined by the Ventura County Employees' Retirement Association (VCERA).**

Employees must be employed by the County at the beginning and end of each monthly measurement period to be eligible for the Productivity Incentive payment. Employees who are absent, regardless whether time off is paid or unpaid, for greater than fifty percent (50%) of their regularly scheduled work schedule over the course of the applicable measurement period will not be eligible for any Productivity Incentive Payment for that month.

Incentive Value Earned	Incentive as a % of Base Pay			
	2%	4%	5%	7%
Average Patients per Half Day	8	9	10	11

- C. Quality of Care Incentive Payment: 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.

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

The initial metric measurement period for the Quality of Care Incentive Payment shall be the second half of the 2021 calendar year. If each individual clinic site meets the quality benchmarks for performance period from July 1, 2021 through December 31, 2021, all incumbents in the eligible job classifications at that clinic site shall earn the Quality of Care Incentive. The Quality of Care Incentive Payment shall be calculated on the provider's actual base wage earnings during the initial measurement period.

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 individual quality benchmarks (not by clinic site) listed in the above chart, Sec. 4901(C).


Incorporate the attached "Wage Grid for Primary Care Clinic Classifications" as Exhibit 9 to the 2020-2023 CNA MOA.

Agreed to this 1st day of July, 2021, by:

For the County


J. Tabin Cosio
Chief Deputy Executive Officer

For CNA


Courtney Hayes
Labor Representative

CNA MOA
WAGE GRID FOR PRIMARY CARE CLINIC CLASSIFICATIONS

Position	GRID ONE: EFFECTIVE JULY 1, 2021																			
	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	\$ 28.55	\$ 28.63	\$ 28.72	\$ 28.80	\$ 28.88	\$ 28.97	\$ 29.05	\$ 29.14	\$ 29.22	\$ 29.31	\$ 29.39	\$ 29.48	\$ 29.56	\$ 29.65	\$ 29.89		
Primary Care Clinic Licensed Vocational Nurse II	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.41	\$ 30.56	\$ 30.71	\$ 30.87	\$ 31.02	\$ 31.17	\$ 31.33	\$ 31.49	\$ 31.64	\$ 31.80	\$ 31.96	\$ 32.12	\$ 32.73		
Primary Care Clinic Licensed Vocational Nurse III	\$ 33.85	\$ 35.04	\$ 35.31	\$ 35.57	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Primary Care Clinic Registered Nurse I	\$ -	\$ 42.05	\$ 42.36	\$ 42.68	\$ 43.00	\$ 43.87	\$ 44.19	\$ 44.52	\$ 44.97	\$ 45.41	\$ 46.21	\$ 46.56	\$ 46.90	\$ 47.26	\$ 47.61	\$ 48.56	\$ 49.05	\$ 50.28		
Primary Care Clinic Registered Nurse II	\$ -	\$ -	\$ -	\$ 44.74	\$ 45.07	\$ 45.98	\$ 46.33	\$ 46.67	\$ 47.14	\$ 47.60	\$ 48.44	\$ 48.80	\$ 49.17	\$ 49.54	\$ 49.91	\$ 50.91	\$ 51.42	\$ 52.71		

Position	GRID TWO: EFFECTIVE APRIL 3, 2022																			
	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	\$ 27.79	\$ 29.27	\$ 29.35	\$ 29.44	\$ 29.52	\$ 29.61	\$ 29.69	\$ 29.78	\$ 29.86	\$ 29.95	\$ 30.04	\$ 30.13	\$ 30.21	\$ 30.30	\$ 30.39	\$ 30.64		
Primary Care Clinic Licensed Vocational Nurse II	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31.17	\$ 31.32	\$ 31.48	\$ 31.64	\$ 31.79	\$ 31.95	\$ 32.11	\$ 32.27	\$ 32.44	\$ 32.60	\$ 32.76	\$ 32.92	\$ 33.55		
Primary Care Clinic Licensed Vocational Nurse III	\$ 34.69	\$ 35.92	\$ 36.19	\$ 36.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Primary Care Clinic Registered Nurse I	\$ -	\$ 43.10	\$ 43.42	\$ 43.75	\$ 44.07	\$ 44.96	\$ 45.30	\$ 45.63	\$ 46.10	\$ 46.55	\$ 47.37	\$ 47.73	\$ 48.08	\$ 48.45	\$ 48.80	\$ 49.78	\$ 50.27	\$ 51.53		
Primary Care Clinic Registered Nurse II	\$ -	\$ -	\$ -	\$ 45.85	\$ 46.20	\$ 47.13	\$ 47.49	\$ 47.83	\$ 48.32	\$ 48.79	\$ 49.65	\$ 50.02	\$ 50.40	\$ 50.78	\$ 51.15	\$ 52.18	\$ 52.70	\$ 54.02		

Position	GRID THREE: EFFECTIVE APRIL 17, 2022																			
	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	\$ 29.48	\$ 29.57	\$ 29.66	\$ 29.74	\$ 29.83	\$ 29.91	\$ 30.00	\$ 30.09	\$ 30.18	\$ 30.26	\$ 30.35	\$ 30.44	\$ 30.53	\$ 30.62	\$ 30.87		
Primary Care Clinic Licensed Vocational Nurse II	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31.40	\$ 31.56	\$ 31.72	\$ 31.87	\$ 32.03	\$ 32.19	\$ 32.35	\$ 32.52	\$ 32.68	\$ 32.84	\$ 33.01	\$ 33.17	\$ 33.80		
Primary Care Clinic Licensed Vocational Nurse III	\$ 34.69	\$ 35.92	\$ 36.19	\$ 36.46	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Primary Care Clinic Registered Nurse I	\$ -	\$ 43.42	\$ 43.75	\$ 44.08	\$ 44.40	\$ 45.30	\$ 45.64	\$ 45.98	\$ 46.44	\$ 46.90	\$ 47.72	\$ 48.09	\$ 48.44	\$ 48.81	\$ 49.17	\$ 50.15	\$ 50.65	\$ 51.92		
Primary Care Clinic Registered Nurse II	\$ -	\$ -	\$ -	\$ 46.20	\$ 46.55	\$ 47.48	\$ 47.84	\$ 48.19	\$ 48.68	\$ 49.16	\$ 50.02	\$ 50.39	\$ 50.78	\$ 51.16	\$ 51.54	\$ 52.57	\$ 53.10	\$ 54.43		