

**AMENDMENT NO. 2
MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING THE
REGISTERED NURSES
EMPLOYEE REPRESENTATION UNIT**

THIS AMENDMENT NO 2. TO THE MEMORANDUM OF UNDERSTANDING made and entered into this 7th day of August 2018;

BY AND BETWEEN

Authorized Management Representatives (hereinafter referred to as "Management") of the County of Los Angeles (hereinafter referred to as "County")

AND

LOS ANGELES COUNTY EMPLOYEES ASSOCIATION, SEIU, LOCAL 721, CTW, CLC (hereinafter referred to as "Union")

WHEREAS, on the 1st day of October 2015, the parties entered into a Memorandum of Understanding (MOU) regarding the Registered Nurses Unit, which Memorandum of Understanding was subsequently approved and ordered implemented by the County's Board of Supervisors: and

WHEREAS, the parties agreed to a "Re-opener" clause for Article 59, Salaries, Section 6, Registered Nurse Classification and Compensation System, of said Memorandum of Understanding, the parties have reached agreement and mutually desire to amend the MOU Article as set forth hereafter:

NOW, THEREFORE, the parties agree as follows:

1. Amend Article 59 – Salaries, Section 3 – Salary Structure, Subsection 2 – New Hires, Number 2 – Nurse Practitioners; to include a new section "C" – Nurse Practitioner Step Accelerator.


- Effective July 1, 2018, Nurse Practitioners hired between October 1, 2015 and June 30, 2017, will progress two steps.
- Nurse Practitioner hired between October 1, 2015 and June 30, 2017, will continue to progress two steps (on his/her anniversary date) for a total of five years from date of hire (e.g. 2015-2020, 2016-2021, and 2017-2022).
- After accelerator termination date, movement through the salary range will be the same as for all other nurses.

- Effective July 1, 2018, Nurse Practitioners appointed/promoting (from another County classification) between October 1, 2015 and June 30, 2017, will advance two steps.
 - Nurse Practitioner appointed/promoted between October 1, 2015 and June 30, 2017, will continue to progress two steps (on his/her anniversary date) for a total of five years from date of hire (e.g. 2015-2020, 2016-2021, and 2017-2022).
 - After accelerator termination date, movement through the salary range will be the same as for all other nurses.
- Effective July 1, 2018, Nurse Practitioners hired (into the County system) July 1, 2017, and later will progress two steps on each anniversary date for the first five years of continuous County service.
 - After the fifth year of continuous service, movement through the salary range will be the same as for all other nurses.
- Effective July 1, 2018, Nurse Practitioners appointed/promoting (from another County classification) July 1, 2017 and later will progress two steps, from their current step placement, on each anniversary date for the first five years of continuous service.


- After the fifth year of continuous service, movement through the salary range will be the same as for all other nurses.
 - Newly-hired (into the County system) but experienced Nurse Practitioners are not eligible for the step accelerator.
2. This Amendment No. 2 to said Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to the County's Board of Supervisors and this Amendment No. 2 will be effective when and if approved by said Board of Supervisors in the same manner provided for in Article 3, which was applicable to the implementation of the original Memorandum of Understanding.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

SEIU, LOCAL 721, CTW, CLC
AUTHORIZED REPRESENTATIVE

By 
EXECUTIVE DIRECTOR
SEIU, Local 721, CTW, CLC

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVE

By 
SACHI A. HAMAI
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

ARTICLE 59 SALARIESSection 1.

The parties jointly agree to recommend to the County's Board of Supervisors that said Board adopt and implement the following general salary movement: three (3%) effective 10/01/15, three percent (3%) effective 10/01/16, two percent (2%) effective 10/01/17, and two percent (2%) effective 04/01/18 applicable to employees in the Unit effective on the dates indicated.

Additionally, the parties jointly recommend the Board of Supervisors adopt and implement the Registered Nurse salary range described in Appendix II. The salary ranges provided in this article are those established as a result of the redesigned Registered Nurse and Supervisory Registered Nurse salary structure and compensation plan.

Section 2. ADDITIONAL COMPENSATION

In addition to the general salary movement referenced in Section 1 above, the parties jointly agree to recommend to the Board of Supervisors that said Board adopt and implement the additional compensation: 2.75 percent effective July 1, 2007 and 2.75 percent effective July 1, 2008, applicable to the Registered Nurse classifications listed below:

| <u>Item Number</u> | <u>Title</u> |
|--------------------|---|
| 5170 | Graduate Nurse Anesthetist |
| 5332 | Interim Permittee, Nursing |
| 5169 | Nurse Anesthetist Trainee (1 st Yr.) |
| 5169 | Nurse Anesthetist Trainee (2 nd Yr) |
| 5362 | Operating Room Nurse Trainee |
| 5355 | Student Nurse Midwife |

Subsequent movement through the salary range will be the same as for all other nurses.

Section 3. Salary Structure

The County agrees to implement 20 salary ranges with 3% between each range, each with 20 steps for the Registered Nurse classifications covered by this MOU. Said salary schedule shall consist of a 2% increase between each salary step. The County shall implement the 20 step salary schedule for all members of this bargaining unit no later than April 1, 2007.

Pending implementation of the 20 step salary schedule, employees will continue to be compensated in accordance with the County of Los Angeles Salary Schedule included in Section 6.28.050 of the County Code as modified either by (I) the notes immediately following the Tables of Classes of Positions in Section 6.28.050 of the County Code or (II) the notes as defined in the 2003 Memorandum of Understanding for Bargaining Unit

311, Article 57, Salaries and Bargaining Unit 312, Article 57, Salaries, in addition to the general salary movement as specified in Section 1 above.

A. Initial Placement of Registered Nurse Salary Schedule

Registered Nurses will be placed onto the appropriate pay range to a maximum of step 13 which equals to 12 years of Registered Nurse experience. Advancement to step 13 of the salary schedule will use the following criteria:

1. If applicable, the Registered Nurse will be credited with 1 salary step for each year of verified experience gained outside of L.A. County (must be within the United States), and
2. One (1) salary step for each year of Registered Nurse experience gained in Los Angeles County. The last performance evaluation on file must have a rating of 'competent' or higher.
3. If the Registered Nurse's current salary is higher than the newly calculated step placement, the employee's salary will move to the next highest step.

B. Movement on Registered Nurse Salary Schedule for Incumbent Registered Nurses Movement through the Registered Nurse Salary Range will occur for those who are eligible as follows:

| The following step credits and general movements will be given to only those who are eligible: | | |
|--|----------------|-------------------------|
| | Effective Date | To step: (max for year) |
| | 10/1/06 | 4% general movement |
| Plan Implemented – Placement up to step 13 for uncredited previous experience from outside or inside LA County | 4/1/07 | 13 |
| 1 step credit for previous uncredited RN experience from outside or inside LA County | 7/1/07 | 14 |
| | 1/1/08 | 3% general movement |
| 1 step credit for previous uncredited RN experience from outside or inside LA County | 1/1/08 | 15 |
| 1 step credit on anniversary for step increase | 1/1/08 | 16 |
| 1 step credit for previous uncredited RN experience from outside or inside LA County | 7/1/08 | 17 |
| | 1/1/09 | 3% general movement |
| 1 step credit for previous uncredited RN experience from outside or inside LA County | 1/1/09 | 18 |
| 1 step credit on anniversary for step increase | 1/1/09 | 19 |
| 1 step credit for previous uncredited RN experience from outside or inside LA County | 7/1/09 | 20 |

C. New Hires

1. Registered Nurses

Placement of a newly hired Registered Nurse onto the salary schedule will be determined by the number of years of verified Registered Nurse experience within the United States. Each year of experience will equate to a step credit. When hired initially, the maximum step placement will be step 13 for 12 years of Registered Nurse experience, with the following exception: Newly hired Registered Nurses, with ten (10) years or more of experience, will be placed one step lower than an incumbent with the same amount of Registered Nurse experience.

2. Nurse Practitioners

a. Newly Hired and Licensed Nurse Practitioners

Placement of a newly hired Nurse Practitioner, who has been licensed less than a year, onto the salary schedule will be determined by the number of years of verified Registered Nurse experience within the United States as follows:

Every four (4) years of experience, as a Registered Nurse, will equate to one step credit (i.e. 4 years of verified experience will result in placement on Step 1). When initially hired, the maximum step placement for a newly licensed Nurse Practitioner under this section will be step 3 (12 years of experience)

Subsequent movement through the salary range will be the same as for all other nurses.

b. Experienced Nurse Practitioners

Placement of a newly hired, but experienced, Nurse Practitioner will be determined by the number of years of verified Nurse Practitioners experience within the United States.

For the purposes of this section an experienced Nurse Practitioner is defined as a Nurse Practitioner with one or more years of verifiable work experience as a Nurse Practitioner.

c. Nurse Practitioner Step Accelerator

Management recognizes the value of retaining newly certified and newly hired/promoted Nurse Practitioners who are trained in the County's health system to serve its patient population.

1) Nurse Practitioners Newly Hired into the County system between October 1, 2015 and June 30, 2017

Effective July 1, 2018, newly hired and certified Nurse Practitioners hired between October 1, 2015 and June 30, 2017, will progress two steps.

After the initial two step acceleration, Nurse Practitioners newly hired into the County system between October 1, 2015 and June 30, 2017, will continue to accelerate on his/her (hire) anniversary date as follows:

Nurse Practitioners hired in 2015 will advance two steps, on each anniversary date, through 2020 to a maximum of four additional steps via the accelerator.

Nurse Practitioners hired in 2016 will advance two steps, on each anniversary date, through 2021 to a maximum of six additional steps via the accelerator.

Nurse Practitioners hired in 2017 will advance two steps, on each anniversary date, through 2022 to a maximum of eight additional steps via the accelerator.

After the above identified accelerator termination date, movement through the salary range will be the same as for all other nurses.

2) Nurse Practitioners Appointed (Promoting from another classification) between October 1, 2015 and June 30, 2017

Effective July 1, 2018, newly appointed and certified Nurse Practitioners who promoted between October 1, 2015 and June 30, 2017, will advance two steps from their current step placement.

After the initial two step acceleration, Nurse Practitioners appointed/promoted between October 1, 2015 and June 30, 2017, will continue to accelerate on his/her (appointment/promotion) anniversary date as follows:

Nurse Practitioners appointed/promoted in 2015 will advance two steps, on each anniversary date, through 2020 to a maximum of four additional steps via the accelerator.

Nurse Practitioners appointed/promoted in 2016 will advance two steps, on each anniversary date, through 2021 to a maximum of six additional steps via the accelerator.

Nurse Practitioners appointed/promoted in 2017 will advance two steps, on each anniversary date, through 2022 to a maximum of eight additional steps via the accelerator.

After the above identified accelerator termination date, movement through the salary range will be the same as for all other nurses.

3) Nurse Practitioners Newly Hired into the County system July 1, 2017 and later

Effective July 1, 2018, newly hired and certified (as defined in Section 2a of the Salaries Article) Nurse Practitioners, hired on or after July 1, 2017, will progress two steps on each anniversary date for the first five years of continuous County service.

The lowest step that a newly hired and certified Nurse Practitioner shall reach in the first five years of continuous service, via this step accelerator is Step 11.

The highest step that a newly hired and certified Nurse Practitioner shall reach in the first five years of continuous service, via this step accelerator is Step 13.

After the fifth year of continuous service as a Nurse Practitioner, movement through the salary range will be the same as for all other nurses.

4) Nurse Practitioners Appointed (Promoting from another classification) July 1, 2017 and later

Effective July 1, 2018, newly appointed and certified Nurse Practitioners, who promoted on or after July 1, 2017, will progress two steps, from their current step placement, on each anniversary date for the first five years of continuous service (i.e. a Nurse Practitioner appointed on July 1, 2017 would advance two steps through July 1, 2022).

After the fifth year of continuous service as a Nurse Practitioner, movement through the salary range will be the same as for all other nurses.

Newly hired (into the County system) but experienced Nurse Practitioners, as defined in Section 2b of this Article, are not eligible for the step accelerator.

D. Anniversary Date

The anniversary date for salary step increases will initially change to January 1, 2007 for incumbent Registered Nurses.

The anniversary date for salary step increases for Registered Nurses hired and/or promoted after January 1, 2007, will be determined by existing Civil Service Rules.

E. Promotional Process after Salary Schedule Implementation

Future promotions within the Registered Nurse classifications will be processed in accordance to existing Civil Service Rules, with the following exceptions:

1. If the promotion is to a class that is within one salary range of the Registered Nurse's current salary the salary increase will be 3%, up to the maximum of the salary range.
2. The salary of a Registered Nurse being promoted more than one salary range will increase by 6% or to the first step of the new salary range, whichever is greater.

The parties, having jointly reviewed and considered available salary and wage information data, agree that independent of their relationship to prior salaries, the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age, or national origin.

Section 4. Step Advances

- a. Full-time permanent employees in this Unit who are below the top step of the salary range and who are eligible for an annual step advance will be granted a step advance only when a competent or better Performance Evaluation has been filed by the employee's department head. The Performance Evaluation shall be filed at least one month prior to the employee's step advance anniversary date and within a period which does not exceed one year prior to that date.

- b. An employee shall not receive an annual step advance unless he has received a "competent" or better performance evaluation within the immediately preceding year, or has, as the resolution of a grievance, and for purposes of salary-step advancement only received an overall rating of "competent".

Where no performance evaluation is issued in accordance with Paragraph A. above, the employee may request his department in writing to issue a performance evaluation. The Department Head shall issue a 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 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.

An employee who has been rated as "Improvement Needed" or "Unsatisfactory" and denied the scheduled step advance who successfully grieves the rating and is subsequently rated overall as "competent" shall be granted a step advance effective to his step advance anniversary date.

d. Grievances arising out of this section shall be processed as follows:

(1) Where no Performance Evaluation is issued in accordance with Paragraph b. above, the employee may file a grievance with the Department of Human

Resource's Office. If the Director of Personnel fails to obtain issuance of such Performance Evaluation within ten days after the grievance is filed with the Department of Human Resources Office the employee shall be deemed competent and the step advance shall be processed within 30 days effective to his step anniversary date.

(2) Where the department head issues a Performance Evaluation upon the request of the Department of Human Resources Office, and said Performance Evaluation is competent or better, the employee shall be provided a step advance within 30 days effective to his step advance anniversary date.

(3) Grievances based on an Improvement Needed Performance Evaluation shall be filed within ten days of issuance with the department head or his designated representative who shall respond to the grievance within ten

days. Appeals from a department head decision shall be processed in accordance with Civil Service Rules.

- e. During the term of this agreement, should any changes be made in the existing categories of Performance Evaluations which adversely impact the application of this section, the parties agree to meet and renegotiate this section. In the event an agreement cannot be reached through negotiations, it is agreed that the Union may submit the dispute to arbitration. The arbitrator shall issue an award on the step advances as affected by the changes in existing categories of Performance Evaluation.

Section 5.

It is agreed that a Department Head (e.g., Health Services, Mental Health, or Sheriff) in the exercise of his/her discretion, may elect to implement or discontinue an internal registry. Management, however, agrees to meet and consult with the Union if an internal registry is discontinued. Further, it is understood that a registered nurse may work an internal registry in accordance with the needs of the service.

Paycheck errors will be resolved in accordance with Article 31, Employee Paycheck Errors of the current MOU.

Section 6. Registered Nurse Classification and Compensation System

The County and the Union agree to meet and confer regarding recruitment and retention issues related to salary grid placement determinations for Nurse Practitioners and any other issues mutually agreed upon. Said reopener shall commence no later than February 1, 2017.

Section 7. Nurse Practitioner Grid Placement

Effective October 1, 2015, the Nurse Practitioner classification shall be placed at salary Grid Assignment 13.

The step placement of an incumbent Nurse Practitioner on the new Grid Assignment (Grid Level 13) shall be the nearest step, to the currently salary, that does not allow for a decrease.

Section 8. Minimum Wage

All SEIU Local 721 bargaining unit members shall be paid no less than fifteen dollars (\$15.00) per hour by July 1, 2018 according to the following schedule:

On July 1, 2016, all bargaining unit members paid below ten dollars and fifty cents (\$10.50) per hour shall have their base salary increased to at least ten dollars and fifty cents (\$10.50) per hour.

On July 1, 2017, all bargaining unit members paid below twelve dollars (\$12.00) per hour shall have their base salary increased to at least twelve dollars (\$12.00) per hour.

On July 1, 2018, all bargaining unit members paid below fifteen dollars (\$15.00) per hour shall have their base salary increased to at least fifteen dollars (\$15.00) per hour.