

MEMORANDUM OF AGREEMENT

ICS Primary Care Only - 1.00 FTE NPs & PAs Changed to FLSA Exempt Status

I. Parties

The parties to this Memorandum of Agreement (hereinafter "MOA") are Multnomah County, Oregon (hereinafter "County") and Oregon Nurses Association (hereinafter "ONA").

II. Background

- A. Indirect patient care time refers to scheduled time outside of scheduled clinical visits spent coordinating, managing, and planning patient care for the purposes of improving patient outcomes.
- B. Indirect patient care time includes, but is not limited to, charting, phone calls, care coordination, call coverage, attending meetings, supporting quality and metrics initiatives, and managing the electronic health record (EHR).
- C. The current Full-Time Equivalency (hereinafter "FTE") of Nurse Practitioners (hereinafter "NPs") and Physicians Assistants (hereinafter "PAs) in Integrated Clinical Services (hereinafter "ICS") Primary Care reflects direct clinical care time with a limited amount of templated time for administrative tasks and not uniquely designated as indirect patient care time.
- D. The parties have agreed in 2022 successor bargaining to make the NP and PA job profiles for those at 1.00 FTE Exempt (salaried) under the Fair Labor Standards Act (hereinafter "FLSA).

THEREFORE, the parties mutually agree as follows:

III. Terms

The following provisions shall only apply to ICS Primary Care 1.00 FTE NPs and PAs:

- A. ICS Primary Care NPs and PAs who are currently 1.00 FTE shall have the number of direct patient care hours reduced to the amount in the table below to allow for scheduled indirect patient care time.

(Note: 1.00 FTE NPs and PAs not in ICS Primary Care and NPs and PAs who are less than 1.00 FTE would remain hourly (FLSA Non-Exempt). Hours worked

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(including any hours worked beyond the scheduled clinical care time) will be done in accordance with the ONA Collective Bargaining Agreement (hereinafter "CBA") and state and federal laws.

FTE	Direct Patient Care Time	Indirect Patient Care Time for Primary Care PCPs (Blocked Time in Epic)	Proposed Epic Schedule
1.00 FTE	32 hrs.	8 hrs.	4 X 10 hours 5 X 8 hours

B. **Salary**

One point zero (1.0) Full-Time Equivalent (FTE) salaries for NPs and PAs are set forth in Addendum A to this Agreement. Effective upon ratification, these salaries are based on the 2022 proposed hourly rate for all other nurses in the bargaining unit (and thus reflect the same five percent (5.0%) cost of living increase annualized by 2080 hours, plus an additional market adjustment of 2.53%.

C. The ICS Primary Care 1.00 FTE NPs and PAs salary represents compensation for the entire scope of work, which includes the following expectation:

As outlined in the employee's new hire offer letter, at least one "late" day of clinical patient care per week. A late day is defined as scheduled direct patient care time until 7:00 p.m., as defined by the health center.

D. Indirect patient care time shall be "scheduled" in Epic practice management (Cadence) in alignment with existing schedule assignments and processes and shall align with the Workday schedule. The scheduling of indirect patient care time shall be by mutual agreement of the provider and the Site Medical Director.

E. **Additional Shifts Worked Compensation**

1.00 FTE NPs and PAs in ICS Primary Care only who work additional shifts beyond their FTE in direct patient care (ie: additional clinical sessions) will receive additional compensation at the NPs or PAs hourly rate equivalent to their salary multiplied by the number of additional hours worked after receiving prior approval from the Clinic Manager. The additional compensation is done through time entry in Workday using the time code "Additional Shift Salaried."

F. **Continuing Education**

The Continuing Education dollar allowance and hours for ICS Primary Care NPs and PAs will continue to reflect their FTE in accordance with the provisions in Article 18, Section I.A. of the parties' CBA.

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G. **Vacation Leave**

1.00 FTE NPs & PAs (FLSA Exempt) in ICS Primary Care only would accrue vacation time as follows:

**Table of Vacation Accrual Rates - 1.00 FTE FLSA Exempt Employees
(Nurse Practitioners and Physician Assistants) in ICS Primary Care Only**

1. Years of Service	2. Hours Accrued Per Pay Period	3. Hours (Weeks) Accrued Per Year by Full Time Employees	4. Maximum Hours Accruable
Less than 2	5.0	120 (3.0 wks.)	224
2 to 5	5.67	136 (3.4 wks.)	272
5 to 8	7.33	176 (4.4 wks.)	352
8 to 15	9.0	216 (5.4 wks.)	432
15 or more	9.0	216 (5.4 wks.)	500

H. **Sick Leave**1. **Accrual**

For accrual purpose, "day" is defined as a unit of eight (8) hours. Sick leave for ICS Primary Care 1.00 FTE NPs & PAs will accrue sick leave at the rate of four point thirty-three (4.33) hours per pay period for a total of thirteen (13) eight-hour days per year, or one hundred four (104) hours.

2. **Charging of Sick Leave**

Time will be charged to sick leave only in half- or full- day increments for absences from work, to the extent allowed by state and federal law; however, an employee's leave bank will not be charged for the first three (3) qualifying partial day absences in the calendar year. For example:

- a. An employee scheduled to work eight (8) hours who takes sick leave after initially reporting to work will not have that leave charged to their sick leave bank until after the third occurrence in the calendar year.

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- b. The same employee, after the third occurrence of a partial day absence, who takes sick leave after initially reporting to work but before the beginning of the sixth hour or work, will have a half-day (four (4) hours) of sick leave charged to their sick leave bank.

I. **Longevity Pay, Bilingual Pay and Culturally-Specific Knowledge, Skills, and Abilities (KSA) Positions Compensation**

NPs and PAs will be eligible for the premiums for Longevity, Bilingual and KSA compensation set forth in Sections 18 and 19 of this Article. The percentage amounts of those premiums will be added to NPs' and PAs' base annual salaries.

- J. The County retains the exclusive right to exercise the customary functions of management listed in Article 4 of the parties' CBA, including but not limited to determining the levels of service and methods of operation to determine staffing, work schedules, to establish standards for work performance expectations, and assign work.
- K. This MOA shall not be construed as establishing a precedent, practice, or custom, and neither party may raise it as such in any other forum.
- L. The parties agree to meet one (1) year after implementation of this MOA to evaluate successes, failures, and opportunities for improvement.
- M. Any dispute over the meaning, interpretation, or application of this MOA shall be subject to the grievance procedure set forth in Article 20 of the parties' CBA.

Agreed to this 15th day of December, 2022.

For the Union:

Jocelyn Pitman
Jocelyn Pitman
ONA Labor Representative

For the County:

James J. Opoka
James J. Opoka
Labor Relations Manager