

Memorandum of Agreement

ONA 2022-2025 CBA - Additional Changes

I. Parties to the Agreement

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

II. Background

- A. The ONA 2022-2025 Collective Bargaining Agreement (hereinafter "CBA") was fully ratified on December 15, 2022.
- B. Following full ratification, several additional changes were identified that need to be made to the parties' CBA.

THEREFORE, the parties have reached agreement on the following additional changes to the ONA 2022-2025 CBA.

III. Agreement

The parties hereby agree that effective with signing of this agreement by both parties, the following Articles of the parties 2022-2025 CBA are amended as follows. The changes are in legislative format.

- A. Article 7, Holidays - Section 5
(Note: The change below was agreed to in bargaining, but missed when the Print Copy of the ONA CBA was created.)

Holiday Work

If a part time or full-time employee works on any of the holidays listed above, the employee shall in addition to the employee's holiday pay be paid for all hours worked at the rate of time and one half (1 1/2) the employee's regular rate of pay, or may elect, in lieu of holiday pay to receive another day off with pay on a date mutually agreeable between the employer and the employee. Holidays accumulated in this manner must be utilized by June 30th of each year, except Memorial Day **and Juneteenth** Holidays, which can be carried over to the following fiscal year. Those holidays not utilized will be paid to the employee at the employee's base rate.

B. Article 11, Health and Welfare - Section 1.1.6.

I. **Premium Reimbursement for Part-Time Employees**

6. Reimbursement requests must be submitted **in writing** to the Employee Benefits Office within ~~ninety (90) days of the last payroll period of eligible Full-Time work~~ **three (3) months from the end of the calendar year.**

C. Article 18, Wages - Section 5.A.

5. **Stand-by and Call-Back Pay**

A. **Stand-by (except NPs & PAs taking After Hours/On-Call Service in Corrections Health)**

1. Employees on a regular work schedule who are placed on "stand-by" duty beyond their regularly scheduled work day or work week and are assigned an answering device for stand-by purposes, shall be paid two dollars (\$2.00) per hour they are on stand-by status.

2. Employees on stand-by duty who are called in to work shall be compensated in compensatory time off or payment for the time worked at one and one-half (1.5) times their straight time hourly rate. Such employees are guaranteed a minimum credit of three (3) hours' work for each occasion on which they are called in. In the event an employee is unable to use earned compensatory time, then the employee shall receive payment for the unused compensatory time at the overtime rate earned.

3. Employees **(except NPs and PAs taking After Hours/On-Call Service in Corrections Health)** on stand-by duty who take a phone call at home shall be paid at their regular rate of pay in fifteen (15) minutes increments. If a person giving advice by phone talks for ten (10) minutes the employee shall be paid for fifteen (15) minutes. If a person giving advice by

phone talks for twenty-five (25) minutes the employee shall be paid for thirty (30) minutes, etc. Multiple calls less than fifteen (15) minutes between the end of the 1st and beginning of the 2nd (or more) calls will be considered one (1) call.

4. Work which is performed under this section shall be defined as work performed by an employee who is called back to work or consulted by phone away from work after having left the County facilities. It shall not include work performed immediately prior to or immediately after the regular daily work shift.

D. Article 18, Wages - Section 6

6. Corrections Health After Hours/On-Call Service Compensation

A. NPs and PAs in Corrections Health may be assigned After-Hours/On-Call service calls on a rotating basis.

B. For NPs and PAs in Corrections Health and other non-Corrections Health NPs and PAs who opt to take After-Hours/On-Call Service calls, texts, and/or chats shall be **on Stand-by duty and** compensated an amount equal to three (3) hours of pay for each Monday through Friday “on-call” shift and four (4) hours of pay for each weekend “on-call” shift for a total of twenty-three (23) hours of pay for seven (7) days of After Hours On-Call Service. After-Hours/On-Call service on a holiday shall be treated as a weekend day for purposes of compensation.

C. ~~Employees~~ NPs and PAs who take more than three (3) hours of Corrections Health After Hours/On-Call Service calls, texts, and/or chats for each Monday through Friday “on-call” shift and more than four (4) hours of Corrections Health After Hours/On-Call Service calls, texts, and/or chats for each weekend “on-call” shift shall be paid at their regular rate of pay in fifteen (15) minutes increments. If a person giving advice by phone talks, texts, and/or chats for ten (10) minutes the employee shall be paid for fifteen (15) minutes. If a person giving advice by phone talks, texts, and/or chats for twenty-five (25) minutes the employee shall be paid for thirty (30) minutes, etc. Multiple calls,

texts, and/or chats less than fifteen (15) minutes between the end of the 1st and beginning of the 2nd (or more) calls, texts, and/or chats will be considered one (1) call, text, and/or chat.

E. Article 18, Wages - Section 9

9. Parking

A. For those employees required to use their vehicle, determined by the County, as a condition of employment and whose permanent reporting station is the downtown core area (Defined as ~~Burnside~~ **Lovejoy** N, Market S, Naito Parkway E, Hwy 405 W), parking shall be provided for each employee by the County within a reasonable distance of that location. In addition, the County agrees to meet with the Building Security Sergeant and the Association to coordinate means whereby a nurse assigned to a downtown jail facility during night operation may, upon request, be escorted to the nurse's parking place.

F. Addendum C, Washington State Employees - Section 1.A.
(Housekeeping - Clarified Headers)

1. WASINGHTON PAID SICK LEAVE

(Oregon Paid Sick Leave (covered in Article 9)):

Employees working remotely from the State of Washington and who are not "regularly scheduled" to report to an Oregon worksite may be entitled to Washington Paid Sick Leave. "Regularly scheduled" means an employee is expected to report to an Oregon worksite at least one day per week. For remote employees who are not regularly scheduled at an Oregon worksite, but only occasionally report to an Oregon worksite, the following provisions apply:

1. Washington Paid Sick Leave

A. Paid Sick Leave

1. Definition and Allowable Use

G. Addendum C, Washington State Employees, Section 2.
(Housekeeping - Clarified Headers)

2. **WASHINGTON PAID FAMILY AND MEDICAL LEAVE (WA PFML)**

(Paid FAMILY AND MEDICAL Leave Oregon (covered in Article 9):

Employees working in Washington, who are not regularly scheduled to report to an Oregon worksite may be entitled to Washington Paid Family and Medical Leave (WA PFML). For those employees, the following provisions apply:

1. ~~**Washington Paid Family and Medical Leave (WA PFML):**~~

A. Overview

H. Addendum C, Washington State Employees - Section 3
(Housekeeping - Clarified Headers)

3. **WASHINGTON WORKERS' COMPENSATION**

(Oregon Workers' Compensation covered in Article 12):

1. ~~**Washington Workers' Compensation**~~

Employees working in Washington may be entitled to Washington Compensation benefits. For those employees, the following provisions apply:

AGREED to this 20th day of July, 2023.

For ONA:



Daisy Hernandez-Haws
Labor Representative
Oregon Nurses Association

For the County:

James J. Opoka

James J. Opoka
Labor Relations Manager
Multnomah County

Signature: *James J. Opoka*

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