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4 **LABOR AGREEMENT**

5
6 **between**

7
8 **NORTHWEST MEDICINE UNITED**
9 **(AMERICAN FEDERATION OF TEACHERS LOCAL 6552, AFL-CIO)**
10

11 **and**

12
13 **LEGACY CLINICS, LLC dba LEGACY MEDICAL GROUP**
14

15
16 Bargaining Unit: Hospitalists at Mount Hood Medical Center
17

18 December 1, 2025

19 through

20 March 31, 2028
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1 **AGREEMENT**

2
3 This collective bargaining agreement (hereinafter, "Agreement") is between Legacy Clinical, LLC dba
4 Legacy Medical Group (hereinafter, "Hospital" or "Employer") and the Northwest Medicine United,
5 American Federation of Teachers (AFT) Local 6552,AFL-CIO (hereinafter, "NWMU" or "Union"),
6 covering the bargaining unit referenced in Article 1.This Agreement is entered into December 1, 2025,
7 and shall remain in effect through March 31, 2028, andfrom year to year thereafter until the Union or
8 Hospital modifies or terminates this Agreement by givingthe other party written notice of its intent to do so
9 not less than 90 days prior to the above expiration dateorany succeeding anniversary date thereafter.
10

11 **PREAMBLE**

12
13 The parties enter into this Agreement to secure and preserve the rendition of uninterrupted patient care in an
14 atmosphere of harmony between management of the Hospital and the hospitalists employed by the Hospital
15 and represented by the Union. This Agreement is intended to:

- 16 • set forth an orderly collective bargaining relationship between the Hospital and the Union;
- 17 • secure prompt and fair disposition of grievances;
- 18 • assure the efficient operation of the Hospitals and uninterrupted service to its patients; and
- 19 • provide quality patient care in an atmosphere of seeking continuous improvement, enhanced
20 professional standards, and stewardship of available resources.

21 In applying this Agreement, no terms or provisions shall be interpreted as interfering with these intended
22 purposes.
23

24 Further, consistent with these intended purposes, the Union and the hospitalists covered by this
25 Agreement relinquish the exercise of the right to strike and to use any other measures such as walk
26 out, sympathy strike, picketing, public leafletting/publicity campaigns, slowdown, work stoppage or any
27 other interference with the performance of work of any nature relating to any disputes under this
28 Agreement or other wages, hours, terms and conditions of employment (provided that nothing shall be
29 construed to limit the hospitalists' rights or responsibilities regarding patient advocacy or other matters
30 outside the scope of this Agreement or collective bargaining). The Hospital, recognizing the Union's
31 and hospitalists' relinquishment of these rights, agrees to comply with all terms of this Agreement and
32 agrees not to engage in any lockout of employees during the term of this Agreement.
33
34

1 Finally, both parties intend to engage in collaborative and cooperative communications between
2 hospitalists and their managers on matters of mutual concern. Hospitalists are also encouraged to use
3 internal Hospital and Legacy processes and procedures to raise any individual concerns or issues they
4 may have as to matters not covered by this Agreement. Nothing in this Agreement should be construed
5 to prohibit, restrict, limit, or discourage such collaborative and cooperative communications or use of
6 Hospital and Legacy processes and procedures.

7
8 **ARTICLE 1 – RECOGNITION and UNION MEMBERSHIP**
9

10 **1.1 Recognition.** As provided for in the Certification of Representative issued by Region 19 of the
11 National Labor Relations Board in Case No. 19-RC-328119, the Employer recognizes the Union as the
12 exclusive collective bargaining agent and representative for all full-time, regular part-time and
13 supplemental LIMS/Adult Hospitalists and OB Hospitalists employed by the Employer at its acute care
14 hospital, Mount Hood Medical Center. All other employees of the Employer are excluded from the
15 recognized bargaining unit and are not covered by this Agreement.

16
17 **1.2 Membership.** A hospitalist employed on or after the effective date of this Agreement will, as a
18 condition of employment, within thirty days after the effective date of this Agreement (or thirty days after
19 their hire date), become and remain a member of the Union (or, alternatively, make payment of an agency
20 fee in lieu of dues to the Union to cover the costs of performing its duties as exclusive bargaining
21 representative, including bargaining and administering this Agreement).

22
23 **1.2.1 Remedy for Non-Payment.** If a hospitalist is not in compliance with the provisions in this
24 section, the Union will notify the hospitalist in writing that they are delinquent in the satisfaction of their
25 obligations, and will provide a copy of the notice to the designated Employee Relations Consultant of the
26 Employer. The Union will allow the hospitalist a reasonable period of time of not less than 30 days to cure
27 the delinquency. If the hospitalist fails to cure within the allotted time, then the Union may contact the
28 designated Employee Relations Consultant for the purpose of proceeding with termination of employment.
29 Should a termination occur, a duly authorized representative of the Union will be present for the
30 termination proceeding.

31
32 **1.2.2 Religious Exemption.** A hospitalist who is subject to the membership or payment
33 requirements of this Article, but who is a member of and adheres to established and traditional tenets or
34 teachings of a bona fide religion, body or sect which has historically held conscientious objections to

1 joining or financially supporting labor organizations, shall not be required to continue membership in
2 or financial support of the Union; except that such hospitalist shall contribute an amount equivalent to
3 the Association dues or agency fee to a nonreligious, tax-exempt charitable fund of their choice for
4 the duration of the membership or payment requirements had they been applicable.

5
6 **1.2.3 Dues Deduction.** The Employer will deduct Union membership dues/agency fees and
7 voluntary COPE contributions from the salary of each hospitalist who voluntarily agrees to such deductions
8 and who submits an appropriately written authorization form to the Employer setting forth the standard
9 amount of the deduction. Deductions shall be made each pay period and remitted each pay period to the
10 Association. The Employer shall furnish electronically to the Association, on a monthly basis, a current
11 alphabetical listing of the names and employee identification numbers, along with the amount deducted, for
12 each employee in the bargaining unit. New hires and terminations shall be indicated on the listing.

13
14 **1.2.4 Maintenance of Deduction.** An Employee may terminate any authorized payroll
15 deduction for Union dues or agency fees by sending written notice via U.S. mail to the Union and Employer
16 during the periods not less than 30 days and not more than 45 days before either (1) the annual
17 anniversary date of this agreement, or (2) the date of termination of the applicable contract between the
18 Employer and the Union. This authorization shall be automatically renewed from year to year unless the
19 Employee revokes it in writing. An Employee may terminate COPE deductions by notifying the Employer
20 and the Union via U.S. mail at any time.

21
22 **1.2.5 Indemnification.** The Union shall be obligated to hold the Employer and its officers,
23 employees, and agents, free and harmless from any claims or damages from any party whatsoever for
24 making dues deductions in accordance with this article. Further, the Union shall pay for the defense of any
25 such action against the Employer and shall indemnify the Employer against any and all claims or damages
26 which may originate from the dues deduction process.

27
28 **1.2.6 Agency Fee Payment in Lieu of Dues.** Agency fee payments in lieu of dues will be less
29 than or equal to the regular monthly Union dues as established by the Union and subject to the rights and
30 requirements set forth in Communications Workers of America v. Beck, 487 U.S. 735 (1988).

ARTICLE 2 – UNION RIGHTS

2.1 Employee Lists. The Employer shall quarterly furnish to the Union a current list of all bargaining unithospitalists, including name, home address, employee identification number, phone number on record, hiredate, pay rate, department and classification. The Employer will also provide timely notice of new hires into bargaining unit positions.

2.2 Union Access to Hospitals. Without interrupting patient care or other work of the hospitalists or other employees, duly authorized representatives of the Union shall be permitted at reasonable times on at least 24 hours' prior written or emailed notice to the designated Employee Relations Consultant to enter the facilities where bargaining unit employees are working. Less than 24 hours notice will be permitted in the event of bona fide emergencies (i.e., immediate safety issues). It is understood that such access is strictly limited for the purposes of transacting union business as relates to the hospitalists it represents, and not for other purposes. It is understood that union business beyond brief notifications will be conducted outside patient care areas. Visits of more than five minutes will take place in the public cafes (if open to visitors), other public location, or in available conference rooms scheduled for such purpose. Union business must be conducted on hospitalists' non-work time.

2.3. No Loss of Pay for Certain Union Activities. Designated hospitalist representatives or stewards will be permitted to attend investigatory or disciplinary meetings with Hospital representatives(s) without loss or docking of pay for such time. Additionally, designated hospitalist representatives or stewards will be allowed reasonable time during the work day to investigate potential grievances and provide orientation information for new employees, provided such activities do not delay, compromise, or otherwise interfere with patient care and other work activities normally required of the hospitalist. "Reasonable time" generally means no more than 20 minutes, but may be more or less depending on the time of day and the clinical responsibilities of the hospitalists. It is also understood that designated representatives and stewards will normally perform most union activities and responsibilities while off-duty, and will not be provided extra compensation by the Hospital to conduct such union activities and responsibilities.

2.4 Bulletin Board. The Hospital shall permit the Union to post one (1) bulletin board in a non-public/non-patient care area (e.g., LIMS office) not to exceed 36X24 for posting of Union notices and newsletters. The content of such messages will be limited to official Union business, and shall not contain content that is inflammatory, slanderous, or offensive in nature.

1 **2.5 Representative Time Off.** Bargaining unit employees who are elected/appointed to attend state
2 and national meetings and conventions may submit requests to have their schedule adjusted to
3 accommodate their attendance at such meetings, and requests will be reasonably granted if consistent with
4 staffing and patient needs and clinical and administrative responsibilities. It is advisable that hospitalists give
5 as much advance notice as possible in order to permit such scheduling accommodation. In no event will
6 attendance at such meetings result in a reduction of clinical or administrative responsibilities.
7

8 **ARTICLE 3 – MANAGEMENT RIGHTS**
9

10 **Subject** to the express terms and conditions of this Agreement, the management of the
11 hospitals and the direction of the work force is vested exclusively in the Employer. Such management
12 and direction shall include the rights to determine qualifications necessary and to hire, classify, orient,
13 and train employees; to assign work; to transfer, float, and promote employees; to discipline, suspend,
14 and discharge employees for good cause, and to maintain discipline and efficiency of its employees; to
15 relieve employees from duty because of lack of work or for other reasons; to require reasonable work
16 by employees outside normally scheduled hours; to establish standards of performance, productivity
17 and staffing requirements; to promulgate and modify rules, regulations and personnel policies; to
18 determine the nature and extent to which the hospitals and other operations shall be operated and to
19 change such methods or procedures or to use new technology, equipment or facilities; to establish and
20 change job assignments, daily panel or census size, and work schedules, and to determine the starting
21 times and scheduling for each shift; and the right to determine and change the services provided by
22 bargaining unit employees and to extend, limit or curtail its operations, facilities, and hours, including
23 the right to utilize the services of locum/temporary healthcare staffing personnel as needed. In
24 recognition of the professional and collegial relationship expected between hospitalists and their
25 managers, management will attempt to solicit input from hospitalists as to significant changes that
26 result from the exercise of management rights, prior to announcing and implementing such changes.
27

28 **3.2** The Union recognizes that the above statement of management rights is for illustrative purposes
29 only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not
30 mentioned which are inherent to the management function. Further, the Employer's right to exercise
31 any management right is not waived at any time by the Employer having previously abstained from
32 exercising such right (or exercising it in a particular way).
33

1 **3.3 Subcontracting.** Subcontracting is allowed as a means to augment or supplement bargaining
2 unit hospitalists, including (1) work done on an occasional or temporary basis by non-bargaining unit
3 personnel, including locums, travelers, and other third party agencies; (2) existing work that has been
4 customarily subcontracted; (3) subcontracted work that does not result in a reduction in FTE status of
5 any bargaining unit employee; or (4) work that cannot practically or reasonably be performed by
6 bargaining unit employees. Subcontracting shall not result in the layoff of any bargaining unit hospitalist
7 except in extraordinary circumstances where patient care cannot practically be delivered in the absence
8 of subcontracting.

9
10 **3.4** Employer policies shall not conflict with the express terms of this Agreement. Such policies are
11 available for review on Legacy's intranet. References to Employer policies in this Agreement refer to the
12 Legacy Policy then in effect, and as may be amended from time-to-time.

13
14 Employer policies that do not conflict with the express terms of this Agreement are not subject to
15 the grievance procedure. The Union may grieve a misapplication or violation of an Employer policy,
16 including discipline or discharge of a bargaining unit employee that it believes does not meet the
17 requirements of just cause.

18
19 **ARTICLE 4 – CORRECTIVE ACTION**

20
21 A. Hospitalists are expected to comply with all reasonable Employer policies and expectations for
22 conduct and performance. Hospitalists are responsible for knowing the rules and standards for individual
23 behavior, including maintaining all professional standards. Failure to comply with such policies,
24 expectations and standards shall result in corrective action as set forth below.

25
26 B. All corrective action shall be for good cause. Corrective action can be based on a single incident,
27 repeated or continued instances of a failure to meet performance or conduct standards, and/or overall
28 failure to meet performance or conduct standards. Separate progressive corrective actions are not
29 required for each issue or incident. Depending on the severity of the incident, any step, including
30 termination, may be an appropriate first action. Progression through each of the action steps is not
31 automatic or required. In determining the appropriate corrective action step, the Hospital will consider the
32 severity of the offense, the number of prior offenses, the time period between offenses, and any other
33 relevant criteria.

1 C. All levels of corrective action shall be documented in writing. A hospitalist shall receive a copy of
2 any corrective action that is retained in the personnel file after signing the document indicating receipt of a
3 copy. Upon request, hospitalists will be permitted to access their own personnel file, and Union
4 representatives shall be permitted access with the consent of the hospitalist.

5
6 D. Corrective Action Options:

- 7
- 8 1. Coaching: Site or medical management meets with the hospitalist to describe the problem or
9 issue and expectations. This discussion may be documented. The completed form should be
10 retained in the unit file for the hospitalist as a reference if needed. Discussion notes are not
11 corrective actions and are not sent to Human Resources to be placed in the hospitalist's
12 Human Resources file, and are not subject to the grievance procedure. A copy of the note is
13 given to the hospitalist.
 - 14 2. Documented Verbal Corrective Action: A corrective action discussion may be used following a
15 specific incident or after a period of time during which conduct or performance does not meet
16 expectations.
 - 17 3. Written Corrective Action: This action can address either a specific incident that calls for
18 immediate attention or an overall concern about performance or conduct that includes more
19 than one issue or problem. Written Corrective Action is more serious than a Documented
20 Verbal Corrective Action.
 - 21 4. Final Corrective Action: Final Corrective Action may or may not be given before termination of
22 employment. If it is given, it should clearly and concisely describe problem areas, performance
23 expectations/standards, and necessary actions for the hospitalist to meet expectations. The
24 Final Corrective Action states that termination will follow if the hospitalist does not correct the
25 problem.
 - 26 5. Suspension Preceding Final Determination: Suspension may occur when employee or patient
27 safety or security concerns indicate that the hospitalist must be removed from the workplace,
28 or when an investigation is needed. Suspension may occur with or without pay, depending on
29 the nature of the concern or investigation.
 - 30 6. Termination: Termination may occur when corrective action has not resulted in sufficiently
31 improved performance or conduct, or when a single incident is of such a serious nature as to
32 warrant immediate termination without prior corrective action.
- 33
34

1 E. A hospitalist subject to discipline will be permitted to submit a letter of explanation to their
2 personnel file to explain how the hospitalist believes a disciplinary action is inaccurate, fails to
3 account for an important circumstance, or fails to meet the good cause standard.
4

5 F. The Employer has the right, in its sole discretion, to propose a “separation of employment for
6 other than good cause” with one hundred twenty (120) days notice. During this notice period, at
7 the Employer’s sole discretion, the hospitalist may or may not be scheduled to work. The
8 hospitalist will receive compensation for the notice period. A “separation for other than good
9 cause” may not be grieved. If the hospitalist wishes to challenge a “separation for other than good
10 cause,” the hospitalist must notify the Employer in writing within ten (10) business days of being
11 provided notice, in which case the termination will be converted to a “good cause termination”
12 under this Article and the employee immediately terminated without notice or pay. If the
13 hospitalist agrees to the “separation of employment for other than good cause,” the Employer
14 shall record the separation as a resignation. At the option of the hospitalist, a union
15 representative or steward may participate in all discussions between the hospitalist and
16 management regarding a proposed “separation of employment other than good cause.”
17

18 G. It is understood that the corrective action process is separate from the medical staff
19 credentialing (i.e., “privileges”) process. Information may be shared between LMG and med
20 staff in appropriate circumstances, and investigations and proceedings may be parallel.
21 However, the med staff process is outside the scope of this Agreement, and actions taken by
22 med staff are not subject to the grievance and arbitration provisions of this Agreement.
23

24 **ARTICLE 5 - EMPLOYMENT STATUS**

25
26 **5.1** It is expressly recognized by the Parties that employees covered by this Agreement are
27 required, as a condition of employment, to sign an Individual Employment Agreement. It is the intent of
28 the Parties that the specific terms of this Agreement will supersede conflicting terms in the Individual
29 Employment Agreement. Within ninety days of ratification of this Agreement, the Employer will reform
30 current and prospective Individual Employment Agreements for bargaining unit members consistent
31 with this intent so as to avoid obvious conflicts or unnecessary confusion.
32

33 **5.2** A hospitalist employed by the Hospital shall be considered a probationary employee during the first
34 twelve (12) months of their employment, and is subject to corrective action under Article 4 (up to and

1 including termination) without recourse to the arbitration procedure in Article 14 below. All other provisions
2 of this Agreement will apply to such probationary employees. Probationary employees may be terminated
3 from employment at any time in the twelve (12) month probationary period (i.e., it is not a guarantee of
4 employment for a specific term).

5
6 **5.3** All hospitalists shall give the Hospital as much notice of intended resignation as possible to allow
7 for the orderly hiring of replacements, but in no event should hospitalists provide less than 120 calendar
8 days' written notice of intended resignation.

9
10 **5.4** It is generally expected that hospitalists will maintain consistent FTE status absent good reason for
11 change. Hospitalists may request a change in their allocated FTE (either increase or decrease) in
12 advance of development of each quarterly schedule. Such requests will be considered by the Hospital
13 based on staffing, patient, budget, and other operational factors, and decisions may be granted, partially
14 granted, denied, or granted subject to conditions, in the Hospital's discretion. In the event of competing
15 requests, consideration will be given to the need for the request, the length of time the request has been
16 pending, and relative seniority as defined in Article 6. Changes in FTE status will result in pro-rata
17 changes in PTO under Article 8 and other benefits as appropriate.

18
19 **5.5** It is understood that certain Legacy hospitals participate in formal graduate medical education
20 (GME). Hospitalists are expected, as part of their responsibilities, to supervise residents and participate as
21 attending physicians in the GME under the direction of the program leadership. Hospitalists may make
22 recommendations for improvements in the GME program at any time.

23 24 **ARTICLE 6 – SENIORITY, LAYOFF, AND RECALL**

25
26 **6.1 Definition.** Seniority is the total length of continuous service with the Employer from the date of
27 hire at Legacy as a medical doctor including Legacy GME Sponsored residency time, if applicable.

28
29 **6.2 Adjustments to Seniority.** Adjustments to a Hospitalist's seniority date will occur for any of the
30 following events:

31 6.2.2 A break in employment with the Employer, not including leave without pay or layoff:

32 6.2.2.1 Hospitalists who return to the Employer's service within one (1) year will retain
33 previously accrued seniority. After one (1) year separation from the Employer, all seniority
34 will be lost.

1 6.2.3 An approved leave without pay:

2 6.2.3.1 Hospitalists who returned from a leave without pay within one (1) year will
3 retain previously accrued seniority. After one (1) year on leave without pay, all seniority
4 will be lost.

5 6.2.4 Layoff:

6 6.2.4.1 An employee who is laid off retains accrued seniority while on layoff status for up to
7 one (1) year provided the employee returns to work when first recalled in accordance with
8 Section 6.4 below.

9 6.2.5 Employment with the Employer in a position outside the scope of this Agreement.

10 6.2.5.1 A Hospitalist, after returning to a position in the bargaining unit without a break in
11 Legacy service, will retain previously accrued seniority for all purposes.

12
13 **6.3** As set forth in Section 2.1, the Employer will provide quarterly updates to the seniority list for the
14 bargaining unit of hospitalists covered by this Agreement.

15
16 **6.4 Layoff or Workforce Reorganization.** The Hospital retains the right to determine whether a
17 permanent or prolonged reduction in or restructuring of hospitalists personnel is necessary, the timing
18 of such reduction or restructuring, the number of FTEs to be affected, and in which departments a layoff
19 and/or restructuring will occur.

- 20
21 a. Prior to initiating any permanent or prolonged involuntary layoff (including an involuntary
22 permanent reduction in contracted FTEs, but not including seasonal fluctuations during
23 the year), the Hospital will provide the Union not less than thirty (30) days advanced
24 notice in the absence of emergency or other unforeseen circumstances. This notice is to
25 provide the Union an opportunity to propose any alternatives to eliminate or mitigate the
26 need to layoff or reduce, but shall not delay any layoff or reduction that the Hospital
27 deems necessary.
- 28 b. If the Hospital determines that a layoff in personnel is necessary, hospitalists shall be
29 laid off in the following order: (1) hospitalists within the affected department who
30 volunteer for layoff, then (2) in inverse order of hospitalist seniority within the affected
31 department. Any hospitalist who is displaced under this paragraph will have the option
32 of accepting any vacant position for which they are qualified in accordance with the
33 following paragraph, or be placed on the recall list.

1 c. Open Positions: If there are open hospitalist position(s) at other Legacy-affiliated
2 hospitals at the time a layoff in this bargaining unit is announced, such position(s) shall
3 be made available based on qualifications and seniority to hospitalists facing layoff.
4

5 **6.5 Recall.** Hospitalists shall be recalled in seniority order to the departments from which they were
6 laid off, in the event positions become available. A hospitalist on the recall list may elect to work as a
7 supplemental hospitalist. Recall rights expire twelve months after layoff.
8

9 **6.6 Performance of Remaining Work.** The work remaining after a workforce reduction shall be
10 performed by currently employed hospitalists until the Hospital determines that recall shall be initiated.
11 The Hospital may employ laid off hospitalists who retain recall rights as supplemental hospitalists to
12 perform available work, and such laid off hospitalists who have indicated their availability to perform this
13 work will be offered it before the work is offered to temporary or contracted hospitalists. The foregoing
14 section shall not apply to laid-off hospitalists who do not retain recall rights.
15

16 **6.7 Severance.** Any employee that is subject to a complete layoff (i.e., loss of all employment) or a
17 reduction in FTEs that results in loss of current medical benefit eligibility status may waive their recall
18 rights in exchange for a severance payment that is equivalent to three (3) months' pay at their current
19 FTE level and additional compensation to cover the Employer portion of health insurance costs at the
20 same coverage level and rates as they were employed at the time of layoff. All full time and part time
21 employees who are designated for a layoff (including volunteers) will be eligible. Employees in their
22 introductory (probation) period and supplemental employees are not eligible.
23

24 Note: If the election of severance results in greater total FTE reductions than are necessary, the
25 Employer may rescind layoffs to offset such reductions, in which case the right to elect employment vs.
26 layoff/severance shall be by seniority order.
27

28 **ARTICLE 7 – WORK EXPECTATIONS and HOURS OF WORK**

29

30 **7.1 Annual Hours of Work.** Hospitalists compensated as a full 1.0 FTE shall be expected
31 to work the equivalent of 2080 scheduled hours/year (less their PTO, CME, and CRD allowance). The
32 normal quarterly schedule for a full 1.0 FTE is inclusive shifts or time off usage totaling 520 hours per
33 quarter, with reduced FTE hospitalists covering the proportion of 520 hours equivalent to their FTE
34 designation. All bargaining employees are salaried exempt and are thus not paid based strictly on

1 hours worked, but are eligible for extra compensation for certain extra work above their FTE
2 designation as provided in Article 8 and the related appendices.

3
4 **7.2 Work Expectations.** The standards pertaining to work expectations for LIMS/Adult
5 Hospitalists covered by this agreement are set forth in Appendix D.

6
7 **ARTICLE 8 – COMPENSATION**

8
9 **8.1 Pay Basis and Frequency.** Hospitalists are salaried professionals and will be paid an
10 annual base salary across the year in twenty (26) equal biweekly payroll checks or direct deposits.
11 Additionally, on a quarterly basis, a “true up” process will be administered consistent with the existing
12 practice.

13
14 **8.2 Compensation.** Compensation for the hospitalists covered by this Agreement is set
15 forth in Appendices A and C.

16
17 **ARTICLE 9 – PAIDTIME OFF (PTO)**

18
19 **9.1 Provider Time Off (“PTO”) Policy.** All hospitalists are covered are covered under the
20 Employer’s Provider Time Off (“PTO”) Policy (Policy # 500.305). PTO provides eligible providers a
21 specific number of paid hours each year for holidays, vacation, illness, and other personal absences.
22 The PTO allowance exceeds and is intended to be inclusive of paid sick time under Oregon and
23 Washington law. To the extent the provisions of this Article and Agreement do not address an issue
24 regarding PTO, employees should reference Policy #500.305.

25
26 **9.2 PTO Amounts.** PTO is awarded based on years of service with the Employer. Hours
27 awarded are prorated by FTE and weeks remaining in the fiscal year. For employees with 1.0 FTE, the
28 annual award of PTO is as follows:

Months of Service	Annual Award	Bank Maximum
0 to 60 months	61	216 hours
61 to 120 months	121	256 hours
121 to 180 months	181	288 hours
181 to 240 months		304 hours

241 months or more

312 hours

420 hours

1 **9.3 Annual Award.** All active full-time and regular part-time FTE'd hospitalists receive their
2 frontloaded PTO bank for the first pay period of the fiscal year. The PTO award is based on FTE and
3 years of service as of April 1 of each year. This award is up to the bank maximum. "Active" means that
4 provider is currently not on leave. Providers on protected leave will receive their full frontloaded PTO
5 award based on the full year upon return to work. Providers on unprotected leave will receive a
6 prorated award based on their date of return to work.

7
8 **9.4 PTO Usage.** Requests to use PTO will be made in conjunction with staffing needs and
9 consistent with current procedures for scheduling time off (including to fulfill the overall balance of
10 working hours, PTO use, and CME use consistent with a hospitalist's FTE) except as provided in
11 Appendix F (PEPTO Rules for LIMS/Adult Hospitalists). For hospitalists with both clinical and
12 administrative FTE, the distribution of PTO usage should be proportionate to the relative FTE.
13 Requests to be scheduled off (whether using PTO or not) are made initially through the scheduler
14 subject to oversight of the site director and medical director to ensure adequate staffing to meet
15 expected patient needs. Use of PTO shall result from entry of time off codes per regular practice,
16 including but not limited to VAC, ILL, UAB, and other codes that identify nature of absence.

17
18 **9.5 PTO Value.** PTO usage is always paid out at the hospitalists regular base rate of pay
19 and cannot be used to create extra shift incentive pay. Other than for use as time off with pay, PTO
20 has no cash value and is not eligible for cash out at termination or at any other time except as provided
21 in Appendix F (PEPTO Rules for LIMS/Adult Hospitalists).

22
23 **9.5.1 Clinical vs. Administrative PTO.** The Union agrees that, to the extent the
24 Employer develops a methodology to track relative value of clinical and administrative PTO, the
25 Employer may allocate separate banks for such time and deduct from such banks accordingly.

26
27 **9.6 Cultural Recognition Day.** In addition to the PTO allowance and usage above, all
28 hospitalists receive one paid Cultural Recognition Day per calendar year to be used as a flexible paid
29 day off for a day of personal importance to the employee.

1 **ARTICLE 10 – MALPRACTICE INSURANCE**

2
3 **10.1** The Employer shall provide bargaining unit employees, at no cost to the employee, coverage
4 under a malpractice insurance policy with limitations of not less than one million dollars
5 (\$1,000,000) for each claim and an aggregate of not less than three million dollars (\$3,000,000).
6

7 **10.2** Malpractice and general comprehensive liability insurance will be maintained for claims filed for
8 professional activities undertaken in the scope of employment and assigned by the Employer,
9 as well as approved volunteer activities and Good Samaritan activities undertaken without
10 compensation. Such coverage shall not apply any work undertaken for compensation for any
11 other employer or as an independent contractor.
12

13 **ARTICLE 11 – LEAVES OF ABSENCE**

14
15 **11.1** It is the intent of the Hospital to comply with all applicable federal and state laws regarding leaves
16 of absence, including the federal Family and Medical Leave Act, Uniformed Services Employment and
17 Reemployment Act, Oregon Sick Leave, Oregon Family and Medical Leave Act, Washington State Family
18 and Medical Leave laws, Washington Family Care Act, and other laws and regulations. Those leaves will
19 be administered by Legacy consistent with legal and regulatory compliance pursuant to policies and
20 procedures established by Legacy for all employees, and employees in the bargaining unit will receive the
21 same benefits and follow the same procedures as other Legacy employees. Additionally, with respect to
22 other leaves not required by law (or where benefits exceed those required by law), bargaining unit
23 employees will be eligible to receive the same leave benefits and subject to the same procedures and
24 conditions as other similarly-situated non-bargaining unit Physicians and similar salaried professionals
25 (e.g., jury leave, bereavement leave). It is understood such benefits and the requirements and conditions
26 related to such benefits may be changed by Legacy provided it is changed in the same manner for other
27 similarly-situated employees, and further provided that Legacy will provide the Union thirty (30) days notice
28 of any changes so that the parties may meet to discuss the impacts of the changes or present possible
29 alternatives to the changes.
30

31 **11.2 Use of PTO During Protected Leave.** Where provisions of the FMLA, Oregon Family Leave Act
32 (OFLA), or Washington State Family Leave Act (WSFLA) apply, the employee will be allowed (but not
33 required) to use any available PTO concurrently with the protected leave. Notwithstanding this, employees
34 receiving pay under Paid Leave Oregon or Washington State Paid Family and Medical Leave will be

1 allowed (but not required) to use PTO in the amount that supplements their state benefits to reach their full
2 regular pay.

3
4 **ARTICLE 12 – HEALTH AND WELFARE/RETIREMENT**

5
6 **12.1 Health and Welfare Benefits**

7
8 **12.1.1 Health and Welfare Benefits Provided.** Employees in the bargaining unit receive the
9 full benefits and rights of participating in the same medical, dental, prescription drug, and vision
10 insurance programs as are offered generally to other similarly-situated, non-bargaining unit employees
11 of the Employer. The Employer shall provide such benefits through the same Plans as those in effect
12 generally for other similarly-situated, non-bargaining unit employees. Employees in the bargaining unit
13 who choose to participate in such Plans shall participate in such Plans in the same manner and subject
14 to the same conditions and eligibility requirements as are generally in effect for other similarly-situated,
15 non-bargaining unit employees.

16
17 **12.1.2 Premium Contributions.** Employees in the bargaining unit who choose to participate
18 in insurance benefits shall contribute and participate in such benefit programs at the same rates as are
19 in effect from time-to-time for similarly-situated, non-bargaining unit employees. The Employee will be
20 responsible for paying his or her share of the costs for medical, dental, prescription drug and vision
21 benefits, which may be deducted from the Employee’s regular paychecks under the Plan provisions.
22 Premiums are deducted on a pre-tax basis. In the event the premium cost share is anticipated to
23 increase more than 10% in the aggregate in any plan year, the Hospital will provide advance notice to
24 the Union, provide information as to the reasons for the increases, and provide the Union the
25 opportunity to suggest alternatives to reduce the costs of providing coverage. It is understood, however,
26 that because employees in the bargaining unit participate in the same plans as other employees of the
27 Hospital, the Hospital retains the right to make any changes deemed necessary provided all changes
28 apply to similarly-situated non-bargaining unit employees.

29
30 **12.1.3 Changes in Insurance Benefits.** It is agreed and understood that the Employer may
31 modify the terms of the benefit programs including changes to carriers, administrators, benefit levels,
32 and costs associated with the benefit programs over the term of the Agreement, provided such
33 modifications apply consistently to other similarly-situated, non-bargaining unit employees in
34 accordance with the Employer’s reservation of rights in the Plans. In the event that changes in benefit

1 levels or costs are substantial (such as a change in co-insurance percentages, deductibles, or out of
2 pocket maximums), the Hospital will provide advance notice to the Union, provide information as to the
3 reasons for the change, and provide the Union the opportunity to suggest possible alternatives. It is
4 understood, however, that because employees in the bargaining unit participate in the same plans as
5 other employees of the Hospital, the Hospital retains the right to make any changes deemed necessary
6 provided all changes apply to similarly-situated non-bargaining unit employees.
7

8 **12.1.4 Terms of Plans and Insurance Policies to Govern.** The extent of coverage under any
9 benefit programs referred to in this Article shall be governed by the terms and conditions set forth in the
10 Plans and the underlying insurance policies. Any questions or disputes concerning the benefit
11 programs shall be resolved in accordance with the terms and conditions set forth in the Plan and said
12 policies and shall not be subject to the grievance and arbitration procedure set forth in this Agreement.
13 The failure of a Plan administrator or any insurance carrier to provide any insured benefit for which it
14 has contracted or is obligated shall result in no liability to the Employer, nor shall such failure be
15 considered a breach by the Employer of any obligation undertaken under this or any other Agreement.
16 However, nothing in this Agreement shall be construed to relieve any insurance carrier or Plan
17 administrator from any liability it may have to the Employer, employee or Plan participant.
18

19 **12.2 Retirement Plans**

20

21 **12.2.1 Retirement Benefits Provided.** Employees in the bargaining unit receive the full
22 benefits and rights of participating in the same retirement programs as are offered generally to other
23 similarly-situated, non-bargaining unit employees of the Employer. The Employer shall provide such
24 benefits through the same Plans as those in effect generally for other similarly-situated, non-bargaining
25 unit employees. Employees in the bargaining unit who choose to participate in such Plans shall
26 participate in such Plans in the same manner and subject to the same conditions and eligibility
27 requirements as are generally in effect for other similarly-situated, non-bargaining unit employees.
28

29 **12.2.2 Changes in Retirement Benefits.** It is agreed and understood that the Employer may
30 modify the terms and benefits of the retirement programs over the term of the Agreement, provided
31 such modifications apply consistently to other similarly-situated, non-bargaining unit employees in
32 accordance with the Employer's reservation of rights in the Plans. Any change in such terms and
33 benefits will not affect any vested retirement benefits.
34

1 **12.2.3 Terms of Plans to Govern.** The administration of retirement benefits Plans referred to
2 in this Article shall be governed by the terms and conditions set forth in the Plans. Any questions or
3 disputes concerning retirement benefits shall be resolved in accordance with the grievance and
4 arbitration procedure set forth in this Agreement, unless the Plan has a dispute resolution procedure.
5 Nothing in this Agreement shall be construed to relieve any Plan administrator from any liability it may
6 have to the Employer, employee or Plan participant.

7
8 **12.3 Life and Disability Insurance.**

9
10 **12.3.1 Life and Disability Insurance Benefits Provided.** Employees in the bargaining unit
11 receive the full benefits and rights of participating in the same life and disability insurance
12 programs/plans as are offered generally to other similarly-situated, non-bargaining unit employees of
13 the Employer. The Employer shall provide such benefits through the same plans and insurance
14 programs as those in effect generally for other similarly-situated, non-bargaining unit employees.

15
16 **12.3.2 Life Insurance Amount.** The Employer shall pay for life insurance coverage in an
17 amount equal to two times the annual base salary of all hospitalists maintaining status of at least 0.6
18 FTE. Optional supplemental coverage is available for the employee, their spouse/domestic partner,
19 and dependent children at the employee's cost under the terms of the insurance program. The failure of
20 any insurance carrier to provide any insured benefit for which it has contracted or is obligated shall
21 result in no liability to the Employer, nor shall such failure be considered a breach by the Employer of
22 any obligation undertaken under this or any other Agreement. However, nothing in this Agreement
23 shall be construed to relieve any insurance carrier from any liability it may have to the employee or any
24 beneficiary.

25
26 **12.3.3 Short and Long Term Disability Benefits.** The Employer provides basic income
27 protection for hospitalists in the event of disability due to injury, illness, or pregnancy under the terms of
28 disability insurance programs/plans, with specific enhanced benefits available to physicians and
29 director-level employees. It is agreed and understood that the Employer may modify the terms and
30 benefits of the programs/plans over the term of the Agreement, provided such modifications apply
31 consistently to other similarly-situated, non-bargaining unit employees. The administration of such
32 benefits shall be governed by the terms and conditions set forth in the plans, including provisions
33 regarding the coordination with other available benefits.

1 **ARTICLE 13 – GRIEVANCE PROCEDURE**

2
3 **13.1 Grievances.** A grievance is defined as a dispute involving the interpretation, application, or
4 alleged violation of the specific and express terms, provisions, and conditions of the Agreement. If any
5 such grievance arises, it shall be submitted to the following grievance procedure. Time limits set forth in
6 the following steps may only be extended by mutual written consent of the parties hereto.
7

8 **13.2 Exclusivity of Grievance Process.** The grievance process set forth herein is the sole and
9 exclusive means of dispute resolution for any grievance as defined in Section 13.1 between the
10 Employer and the Union and/or bargaining unit employees during the term of this Agreement. All other
11 forms of self- help (as set forth in the Preamble) with respect to any dispute which may have been
12 grieved are waived during the term of the Agreement.
13

14 **13.3 Grievance Process (Step 1).** If an employee or the Union has a grievance, the employee or
15 Union must first present the grievance in writing to the designated Employee Relations Consultant twenty-
16 eight (28) calendar days from the date the employee or Union knew or had reason to know that a
17 grievance existed. The grievance shall be signed and dated and state (1) the factual basis of the
18 grievance; (2) the specific contractual article, section, and provision allegedly violated; and (3) the relief or
19 remedy sought. Upon receipt thereof, a meeting will be scheduled by the designated Employee Relations
20 Consultant and/or other management representative with the employee and/or Union Representative to
21 attempt to resolve the problem within twenty-eight (28) calendar days from the date of the filing of the
22 grievance, with the intention of involving the appropriate decisionmaker(s) from both sides. The Employer
23 shall respond in writing to the grievance within twenty-eight (28) calendar days of the grievance meeting.
24

25 **13.4 Grievance Appeal (Step 2).** As to grievances involving a termination or separation of
26 employment, or having economic value in excess of \$5,000, in the event the grievance is not resolved by
27 the procedure outlined in 13.3 above, a grievance appeal may be submitted by the employee or Union in
28 writing to the LMG Chief Operating Officer (COO) or designee within 28 calendar days of the receipt of the
29 written response in Section 13.3 above. The COO or designee shall meet with the employee and a Union
30 representative within 28 calendar days of such notice, and shall respond in writing to the employee and
31 Union within 28 calendar days from the date of the meeting.
32

33 **13.5 Informal Discussion.** Nothing in this provision is intended to preclude informal discussion of
34 disputes between employees and their managers, and such is to normally be encouraged. However,

1 informal discussions and resolutions do not alter the timelines of the grievance procedure, and informal
2 resolutions will not create any binding commitment on the part of either the Employer or the Union that
3 otherwise modifies this Agreement or the rights of the parties.

4
5 **13.6 Voluntary Mediation.** Before setting a date for arbitration of any grievance, the parties may agree
6 to use the services of a mediator to attempt to resolve any dispute. Such agreement to mediate will be
7 subject to any conditions the parties may agree upon.

8
9 **ARTICLE 14 – ARBITRATION**

10
11 If the grievance is not settled on the basis of the foregoing procedures in Article 13, the Union may
12 submit the issue to arbitration by written notice to the Employer within fourteen (14) calendar days
13 following the Employer's written response or after such written response was due.

14
15 Unless the parties are able to mutually agree to an arbitrator, within fourteen (14) calendar days of
16 the notification that a dispute is submitted for arbitration, the parties shall request from the Federal
17 Mediation and Conciliation Service a regional panel of seven (7) arbitrators, all of whom shall be members
18 of the National Academy of Arbitrators. All arbitrators shall be available to conduct an in-person hearing,
19 unless the parties agree in advance that the panel may include arbitrators only available for virtual
20 hearings. The parties shall alternate in striking names from the panel, until one name remains. The
21 person whose name remains shall be the arbitrator. The first strike shall be determined by the loser of a
22 coin flip or other agreed random manner.

23
24 The arbitrator shall abide by the rules of the Federal Mediation and Conciliation Service. Each party
25 shall bear one half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the
26 arbitration hearing (e.g., arbitrator's transcript, hearing room). All other expenses shall be borne by the
27 party incurring them and neither party shall be responsible for the expenses of witnesses called by the
28 other party.

29
30 The arbitrator's decision shall be final and binding on all parties. The arbitrator shall be confined to
31 the issue submitted for arbitration and shall have no authority to determine any other issue not so
32 submitted. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify
33 the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this
34 Agreement as they may apply to the specific facts of the issue in dispute.

1 **ARTICLE 15 – EQUAL EMPLOYMENT OPPORTUNITY**

2
3 The Employer and Union affirm their mutual dedication to the principles of equal opportunity and
4 freedom from unlawful discrimination. Neither the Employer nor the Union will discriminate nor tolerate
5 discrimination or harassment, as defined by and pursuant to Employer policy and federal and state law.
6 As such, the Employer and Union agree that they will not discriminate nor tolerate discrimination on the
7 basis of race, color, ethnicity, ancestry, religion, gender, gender identity, gender expression, sex, sexual
8 orientation, age, national origin, immigration status (provided legal authorization to work), physical or
9 mental disability or medical condition unrelated to ability to perform essential functions of the job, marital
10 or domestic partnership status, familial status including parental status, pregnancy, status as a victim of
11 domestic violence, veteran status, political affiliation, membership or non-membership in, or activity on
12 behalf of or in opposition to, the Union, or other protected classification or activity, not directly and
13 substantially related to effective performance.
14

15 The Union agrees to cooperate fully with the Employer in the investigation of any allegations of
16 unlawful discriminatory behavior, including maintaining the confidentiality of ongoing investigations. It is
17 understood that confidentiality during an ongoing investigation is critical to protect the rights of both the
18 accused and the victim of such behavior, and to prevent any interference with the conduct of a fair
19 investigation. Such provision shall not be construed, however, as preventing the Union from conducting
20 any additional investigation after the completion of the Employer's investigation.
21

22 **ARTICLE 16 – PROFESSIONAL DEVELOPMENT AND EDUCATION**

23
24 During the term of this Agreement, the Employer will maintain its current policies governing
25 professional development and education, including those governing time off and
26 reimbursement of expenses. All hospitalists of .6 FTE or higher shall receive an annual
27 allowance of \$ 4,000 for approved CME expenses (and pro rated time off) under its policies.
28 The Employer may increase the benefits under such policies applicable to physicians, but will
29 notify the Union in the event of any such increases.
30
31
32
33

1 **ARTICLE 17 – HEALTH AND SAFETY**

2
3 **17.1 Mutual Responsibility.** The Hospital, Union, and Hospitalists recognize they have a mutual
4 responsibility for promoting safety and health regulations and complying with health and safety practices.
5 These shall include but not be limited to the following:

- 6 A. Adherence to Hospital policies and procedures.
- 7 B. Proper use of personal protective equipment and safety devices.
- 8 C. Identifying any new or evolving areas of concern and working cooperatively to address
9 such issues.

10
11 **17.2 Safety Protection and Devices.** Safety devices and required personal protective equipment shall
12 be provided by the Hospital for all Hospitalists engaged in work where such items are necessary to meet
13 the requirements of applicable law, regulations and policies.

14
15 **17.3 Physician Input.** Hospitalists who have concerns about safety issues should escalate
16 via their chain of command and/or refer their concerns to their Safety Committee. Hospitalists who have
17 concerns related to their own health status will follow the established disability accommodation process
18 and will follow organizational policies and procedures.

19
20 **17.4 Exposure to Communicable Diseases in the Workplace.** If a hospitalist is exposed to a serious
21 communicable disease (e.g., tuberculosis, bird flu, and similar or more serious conditions) due to a work
22 with an infected patient and is determined to have had a high-risk exposure to a disease that would require
23 immunization, testing, or treatment, the Hospital shall provide immunization against, testing for, and/or
24 treatment for such communicable disease without cost to the employee, in accordance with Hospital
25 policy. It is understood that treatment for such exposures may be covered by workers compensation,
26 existing health insurance, and other benefits.

27
28 **17.5 Personal Safety.**

29
30 The Hospital is committed to providing regular and ongoing education and training to promote
31 personal safety in the workplace setting. Hospitalists are obligated to participate in such programs and are
32 accountable to be leaders to encourage other employees to be actively engaged in such programs.
33

1 Safety is considered an ongoing and dynamic process, and the Hospital has a safety committee
2 and designated safety leaders. Hospitalists are encouraged to provide input as to ideas and concerns.
3 Threats to patient or staff member safety will be communicated to leadership and impacted staff in real
4 time or as promptly as possible. Hospitalists shall escalate safety concerns immediately.

5
6 At the request of the Union, a committee of bargaining unit hospitalists from across the units
7 represented by the Union may meet annually with representatives of the Security Department to review
8 Code Gray and Code Silver procedures and make recommendations about possible changes to the
9 procedures.

10
11 **ARTICLE 18 – SAVINGS AND SEPARABILITY**

12
13 In the event that any provision of this Agreement shall at any time be declared invalid by a court of
14 competent jurisdiction or through government regulation or decree, such decisions shall not invalidate
15 the entire Agreement, it being the express intention of the parties hereto that all other provisions not
16 declared invalid shall remain in full force and effect.

17
18 **ARTICLE 19 – DRUG AND ALCOHOL POLICY**

19
20 During negotiations for this Agreement, the Union received and reviewed a copy of the Legacy drug and
21 alcohol policy. Employment of hospitalists under this Agreement shall be subject to that policy.

22
23 **ARTICLE 20 – SUCCESSORS**

24
25 In the event the Hospital is actively considering any merger, consolidation, sale of assets, lease, franchise or
26 any other such change in structure, management or ownership which may be expected to affect the existing
27 collective bargaining unit, the Hospital shall call this Agreement to the attention of any entity, business or
28 person who is succeeding to the management or ownership of the Hospital. If such notice is given, the
29 Hospital shall have no further liability or obligations of any sort under this Section.

30
31 **ARTICLE 21 – LABOR MANAGEMENT COMMITTEE**

32
33 A committee consisting of management representatives and bargaining unit representatives
34 shall meet at least on a quarterly basis, with meetings not to exceed ninety (90) minutes unless

1 extended by mutual agreement. The purpose of the Labor Management Committee (LMC) is to
2 discuss labor-management contract administration matters and to foster improved communications
3 between management and labor with the intent of proactively resolving contract and other workplace
4 issues. These meetings shall be utilized to clarify contract interpretations and address workplace
5 issues as they arise to prevent situations arising to the level of a grievance. They shall also provide a
6 forum for collaborative discussions regarding clinical resources.

7
8 The Committee shall be comprised of two (2) representatives of management and two (2)
9 representatives who shall be members of the bargaining unit. Each party shall be responsible for
10 appointing their members to the Committee. The Employer and Union will each designate a Co-Chair of
11 the Committee. Mutually agreed upon dates for a Committee meeting must be set in advance of the
12 scheduled date and noticed to the Committee members. An agenda including the attendees for the
13 Committee will be set in advance of the next scheduled date by the Co-Chairs. The Co-chairs may
14 mutually agree to cancel a meeting. Meeting minutes will be kept and distributed to all bargaining unit
15 employees.

16
17 LMC meetings are not intended to replace regular staff meetings, nor to preclude open
18 discussion of issues and concerns in those meetings. They are also not intended to replace or
19 discourage individual employee physicians in the bargaining unit from directly communicating issues of
20 concern or interest to their physician leaders or other management.

21 22 **ARTICLE 22 – WORKING OUTSIDE THE BARGAINING UNIT**

23
24 A. The parties agree that a hospitalist shall be allowed to hold two or more non-supervisory
25 part-time, supplemental, on-call or per diem positions for Legacy-affiliated entities, regardless of
26 whether such positions are inside or outside the bargaining unit. The parties further agree, however,
27 that a hospitalist may not hold such positions if such work would interfere with the regular expectations
28 of the hospitalist's work within their bargaining unit position. A hospitalist who applies for a supervisory
29 position within LMG or any affiliated Legacy operation must be willing to resign from their bargaining
30 unit position in the event they are selected for such supervisory position. In the event a hospitalist
31 holds two or more positions at the same time – one inside the bargaining unit and one outside the
32 bargaining unit – the following conditions shall apply:

1 B. None of the provisions of this Agreement shall apply to the hospitalist's work outside of
2 the bargaining unit, or the hospitalist's application for work outside of the bargaining unit.

3
4 C. A termination from the hospitalist's non-bargaining unit position shall not be subject to
5 the grievance procedure under any circumstances. In addition, if a hospitalist is terminated for any of the
6 following egregious infractions, committed while working outside of the bargaining unit, the hospitalist shall
7 also be terminated from their bargaining unit position: improper treatment of patients; gross
8 insubordination; sexual, racial or other forms of harassment against other employees, patients, patients'
9 family members or visitors, or other customers; material dishonesty or lack of integrity regarding patient or
10 employment matters; theft; violation of patient confidentiality; violation of the drug and alcohol policy; or
11 falsification of employment or personal history data. Termination from the employee's bargaining unit
12 position in the foregoing circumstances shall not be subject to the grievance and arbitration procedures,
13 unless the Union can demonstrate that the hospitalist did not commit the offense for which they were
14 terminated. In other circumstances where a hospitalist is terminated from their non-bargaining unit
15 position, they also may be terminated from their bargaining unit position if the Employer can establish just
16 cause for such termination, based on the hospitalist's conduct and prior discipline, both inside and outside
17 the bargaining unit. A hospitalist must exhaust the Legacy Resolution of Problems and Grievances
18 procedure before proceeding with a contractual grievance or arbitration under Articles 13 and 14. The
19 timelines of the contractual grievance procedure will be suspended until the Legacy procedure is
20 complete.

21
22 D. Any discipline issued to a hospitalist, whether the hospitalist was working inside or
23 outside the bargaining unit, will count for purposes of progressive discipline. If the discipline is issued
24 while a hospitalist is working outside of the bargaining unit, the discipline will be deemed as issued for
25 just cause and may not be challenged through the grievance procedure, unless the discipline results in
26 the hospitalist's termination from their bargaining unit position. In such circumstances, the parties
27 agree that the hospitalist shall be entitled to the same number of progressive disciplinary steps that a
28 full-time hospitalist would receive. In other words, the fact that the hospitalist holds more than one
29 positions shall not result in the hospitalist being entitled to additional disciplinary steps.

30
31 In the event a hospitalist is removed from work pending the results of a for-cause drug
32 screen, or during the pendency of an investigation, the hospitalist will be removed from all work, both
33 inside and outside the bargaining unit. If the reason for the removal occurred while the hospitalist was
34 working outside of the bargaining unit, such removal shall not be subject to the grievance procedure.

1 The Employer agrees that if a hospitalist is removed from work for a for-cause drug screen, the
2 Employer will provide the results of the drug screen to the hospitalist quickly as possible and not later
3 than 48hours after receiving the results.
4

5 F. None of the above provisions in this Article 21 apply to circumstances where a
6 hospitalist performs work at another Legacy-affiliated hospital that is within the scope of work of a
7 bargaining unit represented by the Union at that hospital. In those circumstances, all discipline will be
8 handled in the same manner as if the hospitalist was working at their home hospital and under the
9 terms of this Agreement.
10

11 **ARTICLE 23 – COMPLETE AGREEMENT** 12

13 It is agreed that during the negotiation leading to the execution of this agreement, the Union and the
14 Hospital have had a full and complete opportunity to submit and bargain as to all items appropriate to
15 the collective bargaining process.
16

17 Upon the execution/ratification of this agreement, both parties acknowledge that this agreement
18 constitutes the entire agreement between the Hospital and the Union. In other words, the parties
19 acknowledge that any matters not specifically made a part of this agreement, including any prior
20 practices, understandings, grievance settlements or side letters not incorporated into this agreement, are
21 excluded and not a part of any agreement between the Hospital and the Union. The parties agree that
22 neither party shall be required to bargain during the term of this Agreement as to any matter covered by
23 this Agreement or any matter negotiated which was not ultimately included in the Agreement.
24

25 The parties may voluntarily amend this Agreement at any time, but agree that any new agreements
26 arrived at during the term of this Agreement must be in writing and signed by both parties.
27
28
29
30
31
32
33
34

IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the date first hereinabove mentioned.

LEGACY CLINICS, LLC dba
LEGACY MEDICAL GROUP

NORTHWEST MEDICINE UNITED,
AMERICAN FEDERATION OF TEACHERS
LOCAL 6552, AFL-CIO



Deb Alexander



Paige Pfunder



Jon Rogers

Appendix A – LIMS/Adult Hospitalist Compensation and Shift Credits

Regular Compensation

For 1.0 FTE starting 2nd full pay period following ratification:

Years of Experience*	Base Salary	5% Quality	Citizenship	TCC
Start	\$311,805	\$16,575	\$3,120	\$331,500
1 year	\$312,805	\$16,575	\$3,120	\$332,500
2 years	\$313,805	\$16,575	\$3,120	\$333,500
3 years	\$314,805	\$16,575	\$3,120	\$334,500
4 years	\$315,805	\$16,575	\$3,120	\$335,500
5 years	\$316,805	\$16,575	\$3,120	\$336,500
6 years	\$317,805	\$16,575	\$3,120	\$337,500
7 years	\$318,805	\$16,575	\$3,120	\$338,500
8 years	\$319,805	\$16,575	\$3,120	\$339,500
9 years	\$320,805	\$16,575	\$3,120	\$340,500
10+ years	\$321,805	\$16,575	\$3,120	\$341,500

*Years of experience based on years after graduating residency.

Effective the first full pay period following April 1, 2026 - 2.4% increase to base salary and quality incentive (with management discretion to increase salary above that amount)

Effective the first full pay period following April 1, 2027 - 2.4% increase to base salary and quality incentive (with management discretion to increase salary above that amount)

Ratification Bonus: All hospitalists employed as of the date of ratification of this collective bargaining agreement shall receive a \$4,000 ratification bonus.

Compensation for Supplemental LIMS Hospitalists: Hourly equivalent at 15% above the base salary rate ($\$311,805/2080 \times 1.15 = \172.39).

Additional Work/Excess Shift Pay: For shifts in excess of 520 credited clinical working hours in a quarter for 1.0 clinical FTE (pro rata threshold for less than 1.0 clinical FTE) -- 10% over the hospitalist base rate including YOE differential

Quality Incentive: The LIMS hospitalist quality incentive goals shall be determined by leadership. The goals will be determined in the 4th quarter of each fiscal year to be set for the 1st quarter of the new fiscal year. Incentive bonus is prorated for provider's clinical FTE.

Citizenship Incentive: LMG citizenship program, \$120/hr up to 26 hours per year (total \$3120) for 1.0 Clinical FTE

Administrative Compensation: Compensation for additional administrative roles will be as follows:

Tier -- \$120 (schedulers, GME, asst site director, transfer intake hospitalist)

Tier -- \$145 (HVCL, inpatient throughput lead, coding coaches, informaticists, PAUM)

Administrative pay can be reopened by mutual agreement

Additional Shift Credits

Night shift -- 1.25 credited working hours per hour worked for shifts crossing midnight

Back up Credit – 2 hours credit for 2 hours on back up bubble (note: Salmon Creek will convert to separate day/night call responsibilities)

Appendix C -- OB Hospitalist Compensation

Regular Compensation

For 1.0 FTE starting 2nd full pay period following ratification:

	RCH	SC/MH
Base Salary	\$ 370,000	\$ 370,000
Intensity Stipend	\$ 25,000	
Citizenship	\$ 3,120	<u>\$ 3,120</u>
Total Cash Compensation	\$ 398,120	\$ 373,120

Effective the first full pay period following April 1, 2026 - 2.4% increase to base salary (with management discretion to increase salary above that amount)

Effective the first full pay period following April 1, 2027 - 2.4% increase to base salary (with management discretion to increase salary above that amount)

Ratification Bonus: All hospitalists employed as of the date of ratification of this collective bargaining agreement shall receive a \$4,000 ratification bonus.

Compensation for Supplemental OB Hospitalists: Hourly equivalent at 15% above the base salary clinical rate

Excess Shift Rate: \$200/hour

Intensity Stipend: If the Salmon Creek or Mount Hood OB Hospitalists as a group maintain for a full quarter the 75th percentile for productivity as measured by the average of the four national market surveys against which LMG benchmarks, they shall receive the intensity stipend for the quarter as part of the quarterly true-up.

Back Up Model (Salmon Creek): Management will coordinate and facilitate a meeting with all bargaining units and representatives of all provider groups associated with Family Birth Services at Salmon Creek to discuss back up and staffing for unassigned patients. If no mutually agreed upon solutions are reached by April 1st, 2026 the parties agree to meet and negotiate a formal back up system for the OB Hospitalists.

Appendix D -- Work Expectations (LIMS/Adult Hospitalists)

Patient Census Expectations

- A. Day Rounders: The average daily work expectation is a start of day census of 12 patient (13 at Salmon Creek) encounters (defined as supervision of any hospitalized patient assigned to them such as follow-up patients, new consult or a new admission). It is understood that this daily average sets a normal expected range of 11 to 14 patient encounters, though daily circumstances may result in variation from this expected range for an individual hospitalist. A Complex Discharge Unit designated patient counts as a patient encounter only if actually seen by the hospitalist during the day.
- B. Admitting Swing/Night Shifts: With recognition that admitting shifts often entail significant “non-billable” work, the number of patient encounters has an expected ratio of one (1) patient per 2 hours worked (e.g., 8 hour shift = 4 expected encounters, 10 hour shift = 5 expected encounters, etc.), if responsible for crosscover and one (1) patient per 90 minutes worked if not responsible for crosscover (e.g., morning swing shift). It is understood that actual patient flow, acuity, and other daily circumstances may result in a different actual number of admitting patients. Admitting hospitalists are expected to use professional medical judgment in balancing admitting, crosscover, and other responsibilities.
- C. Crosscover Swing/Night Shifts: The typical ratio for crosscover shifts is one (1) Hospitalist per 60 patients for whom they are responsible. Notwithstanding that typical ratio, hospitalists working swing and night shifts with crosscover responsibilities will be generally be responsible for up to 80 patients before a second hospitalist is deemed necessary and scheduled for additional coverage.

Back Up and Flexing for Capacity

- A. Philosophy: Hospitalist workload and hospital census varies day to day and is unpredictable. As exempt professional employees, workload is expected and understood to vary on a day to day basis. However, to ensure patient safety and to avoid excessive

burdens on the Hospitalist team, provisions are made to allow for back up or flexing up staffing to meet patient demand that is materially above expectations and to provide for unexpected absences of hospitalists due to illness or other personal reasons. There are two options which the hospitalist team may choose for census surge/hospitalist absences management; namely, either a “Back Up Model” (Section B, below) or a “Flex Model” (Section C, below). The hospitalist team must opt for one model or the other on a quarterly basis in connection with the creation of the quarterly schedule.

B. Back Up Model:

1. The quarterly schedule will designate “backup” physicians who are available to be called in each day to provide coverage for unexpected physician absences due to illness or other personal reasons and/or to meet patient census demand.
2. For Physician Illness or Other Unexpected Physician Absence. In the event a physician is unexpectedly absent, the designated “backup” physician will be called to fill the shift of the absent physician. The backup hospitalist filling in for an absent hospitalist will be expected to handle the normal daily work expectation of the absent physician.
3. For Patient Census Demand.
 - a. If start of day average census for all scheduled rounders as a group is 13.51 or greater (14.51 or greater for Salmon Creek), the designated backup physician can be called in to help if, in the judgment of the hospitalist team on duty, such assistance is needed. Backup may be called in exceptional circumstances (e.g., unusual acuity, etc.) where the start of day average census is below 13.51 (14.51 for Salmon Creek) with site director approval.
 - b. If the backup hospitalist is expected to see at least 10 patient encounters and there are additional patients to be cared for, then a second backup hospitalist (if available) may be called in. Additional backup hospitalists (if available) may be called in as each secondary backup physician reaches 10 patient encounters.

- c. If all secondary backup hospitalists have reached 10 patient encounters, and there are no more backup physicians available, the hospitalist team will escalate the coverage issues to their supervisor to discuss mitigation strategies including mustering additional physicians vs. diverting care until the service can safely accept more patients.

C. Flex Model

1. The quarterly schedule will designate “backup” physicians who are available to be called in each day to provide coverage for unexpected physician absences due to illness or other personal reasons.
2. For Physician Illness or Other Unexpected Physician Absence. In the event a physician is unexpectedly absent, the designated “backup” physician will be called to fill the shift of the absent physician. The backup hospitalist filling in for an absent hospitalist will be expected to handle the normal daily work expectation of the absent physician.
3. For Patient Census Demand.
 - a. If average census at any point in the day for all scheduled rounders as a group is 13.51 or greater (14.51 at Salmon Creek), individual physicians who see 14 patients (15 patients at Salmon Creek) may “flex up” their rounding shift by one (1) hour. If they are going to see 15 patients (16 patients at Salmon Creek), they may “flex up” their rounding shift by two (2) hours. The willingness of one hospitalist to flex up cannot be used to reduce the expected patient encounters of other members of the hospitalist team below 13.
 - b. It is understood that use of the “Flex Model” requires a commitment that all members of the hospitalist day rounder team will be willing to flex up to meet patient demand in excess of the expected patient census.
 - c. Flexing up must be reported to a site director or delegate and the physician will be moved into a unique “Flex LONG” shift type on the

schedule for tracking purposes and compensation.

- d. In the event that one or more rounders have reached 16 patient encounters (and all other rounders are at 15 encounters) (note: 17 and 16 and Salmon Creek), then the hospitalist team will escalate the coverage issues to their supervisor to discuss mitigation strategies including calling in the back up physician, mustering additional physicians, or diverting care until the service can safely accept more patients.
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Appendix F -- PEPTO Rules (LIMS/Adult Hospitalists)

The PTO benefit is intended to provide paid time off for periodic vacations, illness, and other personal matters over the course of a year, and will be used to supplement an employee's credited working hours each quarter to meet the quarterly work expectations for their allocated FTE. Unused PTO may be banked for future use to cover anticipated or unanticipated periods of more extended absence up to a maximum of 420 hours. In situations where an employee is unable to use all of their PTO during the fiscal year because staffing needs have resulted in them working in excess of the work expectations for their FTE, employees may use pre-elected PTO (PEPTO) in accordance with the following rules.

1. PTO should be utilized naturally during the course of the year to cover periods of normal vacations, sickness, or other personal time off to fulfill the employee's quarterly work expectations (e.g., for 1.0 FTE, 520 hours).
2. PEPTO is an election to get paid for PTO without regard to actual time off taken below the 520 hour quarterly expectation for 1.0 FTE. Quarterly PEPTO elections will be permitted subject to the following restrictions intended to reduce the risk of potential "payback" situations:
 - (a) The employee must be scheduled to work at or above the "break even" point for the quarter (i.e., actual hours plus one-fourth of annual PTO equals the FTE expectation for the quarter) which would be the natural burn rate for the annual allotment of PTO.
 - (b) The quarterly PEPTO election may not exceed 60 hours except in the 4th quarter as per the following section.
 - (c) The quarterly PEPTO election may not reduce the employee's PTO balance below 120 hours, except in the 4th quarter in which the employee may PEPTO any amount necessary to reduce the PTO balance to 80 hours.

The PEPTO election will be made after the quarterly schedule is published, but before the first day worked of the quarterly schedule. Payment for PEPTO will be part of the quarterly "true up."

3. PTO/PEPTO (as well as CME and CRD) hours are always paid at the regular rate of pay.
4. PTO/PEPTO (as well as CME and CRD) hours cannot be used toward the threshold of hours necessary to meet the excess shift rate. The excess shift rate will only be paid for worked credit hours that exceed the quarterly target of 520 hours.
5. Effective April 1, 2026, clinical and non-clinical PTO allowances will be allocated by FTE and paid at the applicable rate. Only the clinical FTE portion of PTO can be used to

cover clinical work requirements. The non-clinical FTE portion of PTO will be managed by home department responsible for non-clinical FTE.

6. Upon notice of resignation, the fiscal year PTO allotment will be re-calculated based on eligible working days from start of fiscal year to date of resignation (i.e. prorated). Employees will maintain PTO hours that are carried over from the prior fiscal year. The re-calculated amount of current fiscal year PTO and carry over prior fiscal year PTO may be used prior to the final date of employment, but may not be cashed out or PEPTO'd upon termination.