

COLLECTIVE BARGAINING AGREEMENT

between

PeaceHealth Medical Group (Eugene, Oregon) (“Employer”)

and

**Pacific Northwest Hospital Medicine Association,
American Federation of Teachers Local 6552, AFL-CIO (“Association”)**

Effective February 28, 2025 through December 31, 2027

PREAMBLE

This Agreement between PeaceHealth Medical Group (Eugene, Oregon) (“Employer”) and the Pacific Northwest Hospital Medicine Association, American Federation of Teachers Local 6552, AFL-CIO (“Association”) is effective from the date of ratification through and until December 31, 2027, at which time all terms will expire and no longer be effective absent an extension or successor agreement thereto.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

1.1 **Recognition.** The Employer recognizes the Association as the certified exclusive representative of a bargaining unit of employees as set forth in Section 1.2 below for purposes of collective bargaining.

1.2 **Bargaining Unit.** The bargaining unit as certified in NLRB Case No. 19-RC-297068, filed on 06/06/2022, is defined as:

Included: All full-time and regular part time Physicians, Nurse Practitioners, and Physician Associates employed by the Employer at the following locations: West Eugene Urgent Care Clinic located at 3321 W. 11th Avenue, Eugene, OR; Gateway Urgent Care Clinic located at 860 Beltline Road, Springfield, OR; and Woodfield Station Walk-in Clinic located at 2846 Willamette Street, Eugene, OR.

Excluded: All non-professional employees, employees represented by other labor organizations, all other employees, managerial employees, and guards and supervisors as defined by the Act.

The Employer recognizes the location at 1200 Hilyard Street, Eugene, OR as a successor location to the closed clinic at 3321 W. 11th Avenue. Future locations in the Eugene/Springfield area may or may not be deemed successor locations and the Association may or may not be voluntarily recognized as the collective bargaining representative of Clinicians at such locations by the Employer. Any dispute concerning such recognition will be resolved exclusively through the representation procedures of the National Labor Relations Board.

ARTICLE 2 – ASSOCIATION MEMBERSHIP AND REPRESENTATION

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

2.2 **Remedy for Non-Payment.** If a Clinician is not in compliance with the provisions in this section, the Association will notify the Clinician in writing that they are delinquent in the satisfaction of their obligations, and will provide a copy of the notice to the designated Human Resources Director or designee of the Employer. The Association will allow the Clinician a reasonable period of time of not less than 30 days to cure the delinquency. If the Clinician fails to cure within the allotted time, then the Association may contact the Human Resources Director or designee for the purpose of proceeding with termination of employment. Should a termination occur, a duly authorized representative of the Association will be present for the termination proceeding.

2.3 **Religious Exemption.** A Clinician who is subject to the membership or payment requirements of this Article, but who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to continue membership in or financial support of the Union; except that such Clinician shall contribute an amount equivalent to the Association dues or agency fee to a nonreligious, tax-exempt charitable fund of their choice for the duration of the membership or payment requirements had they been applicable.

2.4 **Dues Deduction.** PeaceHealth will deduct Association membership dues/agency fees from the salary of each Clinician who voluntarily agrees to such deductions and who submits an appropriately written authorization form to the Employer setting forth the standard amount of the deduction. Deductions shall be made monthly and remitted monthly to the Association. The Employer shall furnish electronically to the Association, on a monthly basis, a current alphabetical listing of the names and employee identification numbers, along with the amount deducted, for each employee in the bargaining unit.

2.4.1 **Maintenance of Deduction.** A Clinician may terminate any authorized payroll deduction for Association dues or agency fees by sending written notice via U.S. mail to the Association and Employer during the periods not less than 30 days and not more than 45 days before either (1) the annual anniversary date of this agreement, or (2) the date of termination of the applicable contract between the Employer and the Association.

2.5 **Indemnification.** The Association will indemnify and hold harmless the Employer and its officers, employees, and agents, from any and all claims or damages from any party whatsoever for making dues deductions in accordance with this article. Further, the Association shall pay for the defense of any such action against the Employer which may originate from the dues deduction process.

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

ARTICLE 3 – ASSOCIATION RIGHTS

3.1 **Access to Premises.** Authorized representatives of the Association shall be allowed to enter the facilities operated by the Employer wherein members of the bargaining unit are employed for purposes of administering this Agreement and/or representing members of the bargaining unit. Association representatives must provide notice of the visit and the purpose of said visit to the Director of Human Resources or other management designee prior to 1 p.m. on the weekday business day prior to the visit. In no event shall such visits interfere with the work of employees, care of patients, or other operations of the facilities. Any such visitation shall be restricted to non-working time of the employee(s) involved, and such meeting shall occur in non-working and non-patient care areas unless expressly permitted otherwise by the Director of Human Resources or designee.

3.2 **Bulletin Board.** The Employer shall provide a space no smaller than an 18X12 inches for posting of Association notices and newsletters on a bulletin board designated by the clinic supervisor at each location and accessible to all staff clinicians. The content of such messages will be limited to official Association business, and shall not contain content that is inflammatory, slanderous, or offensive in nature.

3.3 **Bargaining Unit Meetings.** The Association may hold bargaining unit meetings in available conference rooms at PeaceHealth facilities associated with the bargaining for purposes of professional education, contract administration, and similar official business with bargaining unit employees. The scheduling of such meetings in available conference rooms shall be with the Director of Human Resources or their designee at mutually agreeable times and locations.

3.4 **Rosters.** Once per quarter, the Employer will provide the Association with a quarterly list of bargaining unit employees showing name, employee number, classification, address, telephone number, date of hire, and FTE status. The Employer shall also provide the Association with timely notice of any newly hired bargaining unit employees, as well as the terminations of any bargaining unit employees. The Association shall provide and timely update a list of all local officers, committee members and other representatives authorized to deal with the Employer on matters related to this Agreement and the bargaining unit.

3.5 **Union Business Leave.** Employee representatives of the Association may make requests for time off work to conduct union business or attend union conventions and similar activities. Such requests will be reasonably accommodated, considering staffing coverage and clinical needs. Clinicians will be expected to cover all expected shifts consistent with their FTE regardless of union business; bargaining sessions will be scheduled to permit clinicians to meet such work expectations so as to avoid the need to use ETO.

3.6 **Non-Discrimination.** The Employer and Association agree to abide by all applicable laws with respect to eligibility for membership and participation of employees in the Association. The parties further agree that there shall be no discrimination or harassment by either party against any employee on account of membership or non-membership in the Association or the decision by employees to participate in and support, or to refrain from, Association activities.

3.7 **Sale, Merger or Transfer.** In the event PeaceHealth operations covered by this Agreement are sold to or otherwise acquired by another entity, PeaceHealth shall give notice of this Agreement to such acquiring entity.

ARTICLE 4 -- MANAGEMENT RIGHTS

Except as expressly modified or restricted by a specific provision of this Agreement, all managerial rights, prerogatives, and functions are reserved, retained and vested exclusively in the Employer, including but not limited to, the following rights, in accordance with its discretion:

- to reprimand, suspend, discharge, or otherwise discipline employees for just cause;
- to determine and revise the number of employees to be employed;
- to hire employees, and assign and direct their work;
- to promote, demote, transfer, lay off, recall to work;
- to train, retrain, and to test and determine their ability;
- to set and revise standards of work quality, and to conduct performance reviews and otherwise hold employees accountable to such standards;
- to determine and change the services provided by bargaining unit employees, and provided by other employees, supervisors, and non-employees, including work to be subcontracted;
- to schedule and assign work;
- to determine and change the equipment to be used and operated;
- to determine and change the staffing methods, means, hours of operation and facilities by which operations are conducted;
- to control, regulate, delete or change the use of equipment, facilities and other property of the Employer and operating procedures pertinent thereto;
- to issue, amend and revise policies, rules, regulations, and practices, including safety rules, not inconsistent with the specific terms of this Agreement.

The parties recognize that the above list is for illustrative purposes and does not exclude managerial rights and functions not mentioned above. Further, the Employer's right to exercise any management right is not waived at any time by the Employer having previously abstained from exercising such right (or exercising it in a particular way).

ARTICLE 5 – EQUAL EMPLOYMENT OPPORTUNITY

To the extent required by law there shall be no discrimination by the Employer or the Association of any kind against any bargaining unit employee on account of race, color, creed, sex, sexual orientation, gender identity, marital or family status, national origin, ancestry, religion, political affiliation, medical condition, age, physical/mental/emotional disability, genetic information, past or current membership in the uniformed services, or on account of any other classification or activity protected by state or federal law or local ordinance.

ARTICLE 6 – INDIVIDUAL EMPLOYMENT AGREEMENTS

6.1 **Individual Employment Agreements.** It is expressly recognized by the Parties that the employees covered by this Agreement are required, as a condition of employment, to agree with the Employer's Individual Employment Agreement. All terms and conditions set forth in any and all Individual Employment Agreements remain in effect during the term of this Agreement, except that the specific terms of this Agreement will supersede any conflicting terms of any and all Individual Employment Agreements, regardless of whether the terms of this Agreement provide greater or lesser compensation or benefits, or more or less advantageous terms, than in the Individual Employment Agreements. In no event will this Agreement be construed to allow the Association and/or bargaining unit employees to selectively choose those terms in each agreement which they find most advantageous.

6.1.1 **Reform of Existing Individual Employment Agreements.** Within ninety days of ratification of this Agreement, the Employer will reform current and prospective Individual Employment Agreements for bargaining unit members to make clear that the terms of this Agreement supersede any conflicting terms and to avoid obvious conflicts or unnecessary confusion. The Employer will provide the Association with a copy of the reformed Individual Employment Agreement. Clinicians shall execute such reformed Individual Employment Agreements within 14 days thereafter.

6.2 **Professional Relationship and Medical Judgment.** The employment relationship between PeaceHealth and each Clinician shall not affect the independent exercise of professional judgment by the Clinician in their medical practice so long as it is consistent with the current standards of medical care in the state of Oregon and complies with the rules, policies, and procedures approved by the PeaceHealth consistent with those standards.

6.3 **Professional Educational Development.** During the term of this Agreement, the Employer's existing Physician and Advanced Practice Clinician CME & Dues, Fees, and Benefits Policy shall apply, provided that overall benefits are not reduced during the term of this Agreement. The Employer may make other changes in the Policy, including for approval and reimbursement procedures and to increase allowances and benefits, without negotiation with the Association, but will notify the Association of such changes.

ARTICLE 7 – HOURS OF WORK

7.1 Shift Expectations. Effective the calendar year starting January 1, 2025, full-time clinicians (1.0 FTE) are expected to cover 163 12-hour shifts per year (less the usage of personal time off (PTO) as set forth in Section 10.1 of this Agreement). Effective the calendar year starting January 1, 2026, full-time clinicians (1.0 FTE) are expected to cover 167 12-hour shifts per year (less the usage of personal time off (PTO) as set forth in Section 10.1 of this Agreement). Effective the calendar year starting January 1, 2027, full-time clinicians (1.0 FTE) are expected to cover 170 12-hour shifts per year (less the usage of personal time off (PTO) as set forth in Section 10.1 of this Agreement).

Clinicians with lower assigned FTE allowances will have expected shift coverage proportionally reduced to the nearest round number. Clinicians are expected to cover a proportional number of shifts each quarter so as to meet their annual shift requirement, unless management has approved a plan to vary from that in one quarter to be offset in another quarter.

7.2 Expected wRVUs. Full-time physicians and advanced practice clinicians are expected to generate minimum wRVUs as follows:

Year	Position	Minimum wRVUS
2025	Physician	5,664
	APC	4,406
2026	Physician	5,733
	APC	4,458
2027	Physician	5,790
	APC	4,502

In the event that data changes during the term of this Agreement, PeaceHealth will communicate the revised expectations to clinicians.

7.3 Hours of Operation and Available Start/End Times. The Employer will determine the hours of operation for each clinic within the window of 7 a.m. to 9 p.m., seven days a week. The parties acknowledge that the current operations call for the following work schedules:

- Urgent Care
 - Opening Shift 0800 – 2000
 - Closing Shifts 0900 – 2100 and 0930 - 2130
- Woodfield Station 0800 – 2000 (new)

In the event the Employer seeks to extend hours beyond this 7 a.m. to 9 p.m. window, it will provide the Association with 90 days notice and an opportunity to bargain regarding the effects of such decision prior to implementation.

Clinicians are expected to work their full and complete 12-hour shift regardless of patient count in order to ensure availability for patients who may arrive late in the day. Clinicians and clinic

management shall collaborate to manage patient load and flow to ensure clinicians are not routinely required to work beyond the end of their scheduled shift.

7.4 Scheduling. On a quarterly basis, and after consultation with the clinicians assigned to each clinic and after attempting to accommodate clinician preferences for scheduled days off during the quarter, a schedule will be established for all clinicians to provide stability and balanced coverage. Each clinician will be scheduled to work a sufficient number of shifts to meet their assigned FTE allowance unless management has approved a plan to vary from that in one quarter to be offset in another quarter. All shifts for the quarter will be covered at the time the quarterly schedule is published. To the extent staffing permits, a physician will be scheduled to work each day at each clinic. The established schedule will be applicable for an entire quarter; however, providers may agree to change days with each other, subject to approval by the Employer.

7.5 Extra Shifts. Clinicians will be offered the opportunity to work vacant shifts to cover unexpected absences on the basis of seniority, and before the shifts are filled by use of per diems, locums or other sources.

ARTICLE 8 – COMPENSATION

8.1 Productivity-Based Compensation

Starting in calendar year 2025, compensation will be based on the actual work relative value units (wRVUs) generated multiplied by the established conversion factor (CF) for the physician or advanced practice clinician. The Standard CF for each wRVU is as follows:

Physician: \$51.37/wRVU
APC: \$31.73/wRVU

In the event a physician or APC meets or exceeds the 65th percentile benchmark for productivity (i.e., 6927 wRVUs for physicians in 2025, and 6131 wRVUs for APCs in 2025), all wRVUs will be paid at an Enhanced CF as follows:

Physician: \$53.94/wRVU
APC: \$33.63/wRVU

8.1.1 Base Compensation. To provide a guardrail against fluctuations in patient flow and productivity that are beyond the control of individual physicians and APCs, PeaceHealth will continue to provide a minimum base compensation for the duration of this Agreement as follows:

	Eff. Ratification	Eff. 01/01/2026	Eff. 01/01/2027
Physician:	\$290,940/year	\$298,941/year	\$306,414/year
APC:	\$139,734/year	\$143,577/year	\$147,166/year

8.1.2 New Providers. New clinicians receive the Base Compensation rate in Section 8.1.1 and will be eligible for Productivity-Based Compensation beginning with first full quarter of employment. They are not eligible for Value Measure Bonuses under Section 8.4 until they have completed one year of employment.

8.1.3 Unforeseen Circumstances. In the event that an action of the Employer (e.g., site relocation) or a prolonged, unusual natural disaster (e.g., national pandemic) disrupts operations such that providers' ability to meet annual productivity expectations is substantially impaired, the parties shall meet to bargain as to the effects of such situation.

8.2 Conversion Factors for 2026 and 2027. PeaceHealth will increase the Standard and Enhanced Conversion Factors in 2026 and 2027 by 1.5% each year. Additionally, PeaceHealth will modify the benchmark for receiving the Enhanced Conversion Factor (i.e., the 65th percentile benchmark for productivity) based on blended MGMA and Sullivan-Cotter productivity data for urgent care physician and APCs. The Employer shall provide to the Association the MGMA and Sullivan-Cotter data used to make this determination. This data shall be reviewed by both parties within 60 days of release.

8.3 Option for Market Adjustments. PeaceHealth may provide greater increases to the Standard CF, Enhanced CF, and Base Compensation than those provided for in Section 8.1 and 8.2 in the event it

views such increases warranted and provides such increases to all employees in the respective classifications.

8.4 Bi-Weekly Draws and Quarterly True-Ups.

To mitigate against the potential for significant variable swings in compensation, clinicians will be permitted a bi-weekly draw against their compensation calculated at 90% of their annualized bi-weekly compensation from the prior calendar year. Quarterly true-ups will be timely performed to pay any additional compensation owed or to correct for any deficit on a calendar year-to-date basis.

8.4 Value Measure Bonuses

Physicians and APCs (at 1.0 FTE) will be eligible for an annual value measure bonus in the following amounts:

	For 2025	For 2026	For 2027
Physician:	\$30,000	\$30,750	\$31,500
APC:	\$14,000	\$14,500	\$15,000

These amounts are pro-rated for clinicians at less than 1.0 FTE, as well as for new clinicians completing a calendar year after completing their first year of employment. Earned amounts for each year will be paid within 60 days after the end of the calendar year to active employees in good standing as of the date of payment. Employees who have given notice of resignation are not in good standing.

The criteria used for the value measure bonus is subject to change, but shall be published by February 15 of each year and will be based on business and professional practice related standards, including such things as finance, people/safety, and quality metrics.

8.5 Extra Shift Compensation. A clinician who works extra shifts under Section 7.5 may elect to be paid either a flat rate per shift or based on the wRVUs generated during the shift. The election of the flat rate will result in wRVUs NOT counting towards Productivity-Based Compensation at either the Standard CF or Enhanced CF rates in Section 8.1. The flat rate amounts are:

	Eff. Ratification	Eff. 01/01/2026	Eff. 01/01/2027
Physician:	\$1800/shift	\$1825/shift	\$1850/shift
APC:	\$1050/shift	\$1075/shift	\$1100/shift

The clinician must elect as to whether they want to be paid the flat rate or based on wRVUs within 24 hours after the end of the shift. In the event the clinician fails to make an election, they will be paid the flat rate.

8.6 Mentoring Compensation. Clinicians who are asked and agree to serve as a mentor for a new clinician under the PeaceHealth New Clinician Mentorship Program shall be paid \$1000 after fulfilling their obligations as mentor under the program.

8.7 NP/PA Oversight Responsibilities. A stipend of \$2000/year shall be paid to: (a) physicians who provide supervision for Physician Associates; and (b) experienced clinicians who provide oversight (including monthly chart reviews, clinical/professional resource assistance, etc.) for Nurse Practitioners new to PeaceHealth (2 years for inexperienced NPs, 1 year for experienced NPs).

ARTICLE 9 – EMPLOYEE BENEFITS

9.1 Health Insurance Benefits. Eligible full-time and part-time employees who are regularly scheduled to work at least twenty (20) hours or more per week are eligible to participate in the health insurance benefit program, as governed by the benefit plans (“Plans”) offered by the Employer to a majority of its employees who are not in a bargaining unit. Employees shall be offered benefit options, in accordance with the terms of the Employer’s program, with regard to medical, dental, vision, life, AD&D, and long-term disability and short-term disability plans, and healthcare and dependent care spending accounts.

Employees in the bargaining unit who choose to participate in such Plans shall participate in the same manner and subject to the same conditions and eligibility requirements as are generally in effect for a majority of employees who are not in the bargaining unit. Employees in the bargaining unit who choose to participate in insurance benefits shall contribute and participate in such benefit programs at the same rates as are in effect for non-bargaining unit employees. Premiums are deducted on a pre-tax basis. It is agreed and understood that the Employer may modify the terms of the benefit programs including changes to carriers, administrators, benefit levels, and costs associated with the benefit programs over the term of the Agreement, provided such modifications apply consistently to non-bargaining unit employees in accordance with the Employer’s reservation of rights in the Plans. Any disputes regarding the administration of the Plans, including coverage disputes, shall follow the dispute procedures set forth in the Plans as governed by ERISA.

9.2 Retirement Benefits. Employees in the bargaining unit receive the full benefits and rights of participating in the same retirement programs as are offered generally to a majority of employees who are not in the bargaining unit. The Employer shall provide such benefits through the same benefit plans (“Plans”) as those in effect generally for such other non-bargaining unit employees. Employees in the bargaining unit who choose to participate in such Plans shall participate in such Plans in the same manner and subject to the same conditions and eligibility requirements as are generally in effect for non-bargaining unit employees. It is agreed and understood that the Employer may modify the terms and benefits of the retirement programs over the term of the Agreement, provided such modifications apply consistently to non-bargaining unit employees in accordance with the Employer’s reservation of rights in the Plans. Any change in such terms and benefits will not affect any vested retirement benefits. Any disputes regarding the administration of the Plans shall follow the dispute procedures set forth in the Plans as governed by ERISA.

9.3. General and Professional Liability Insurance. Employer shall procure and maintain in force during the term of this Agreement comprehensive general liability insurance covering the facility in which the Clinician practices. Employer shall also procure and maintain during the term of this Agreement professional liability insurance specifically naming and covering each clinician for work performed on behalf of Employer. In the event of a suit or claim against the Employer alleging fault on the part of the clinician, the Employer agrees not to seek indemnity or contribution from the clinician; provided, however, that Employer reserves the right to seek indemnity or contribution for any claim involving intentional wrongdoing, activity outside the scope of the clinician’s employment, or otherwise charging receipt of improper benefit by the clinician, in accordance with Employer’s Indemnification Policy.

ARTICLE 10 – PERSONAL TIME OFF, LEAVES OF ABSENCE and HOLIDAYS

Section 10.1 Personal Time Off for Providers. All regular full-time and part-time providers with a 0.5 FTE status or greater are eligible for personal time off effective upon date of hire consistent with the PeaceHealth Time Off for Providers Policy. The policy provides compensated time off for the Clinician to use as they determine best fits their own personal needs or desires, as set forth below, for absences from what would normally be scheduled days of work. Personal time off under the policy supersedes and is in lieu of provisions for vacations, holidays, and sick leave, except as specifically referred to below.

Eligible full-time providers receive the time off benefit based on their FTE status and completed years of service with PeaceHealth (PH) at the beginning of each calendar year as described below. The personal time off benefit is prorated for part-time (0.50-0.99 FTE):

FTE Status	0-2 years of service	3-9 years of service	10+ years of service
1.0	256 hours (21.33 -- 12 hour shifts)	288 hours (24 – 12 hour shifts)	320 hours (26.67 – 12 hour shifts)

Accrual methodology, usage limitations, and procedures governing the use of personal time off are set forth in the PeaceHealth Time Off for Providers Policy. While using personal time off, providers receive their normal bi-weekly compensation as calculated based on the greater of their base compensation under Section 8.1.1. or their bi-weekly draw as calculated under Section 8.3.

Section 10.2 Protected Leaves. PeaceHealth complies with all applicable federal and state laws regarding protected leaves of absence, including but not limited to the federal Family and Medical Leave Act and the Oregon Paid Sick Leave Law. Such leaves of absence shall be provided in accordance with law, regulations, and PeaceHealth policy for administering such leaves applicable to similarly-situated, shift-based non-bargaining unit employees.

Section 10.3 Holidays. The clinics staffed by bargaining unit employees are ordinarily open 365 days of the year to meet the healthcare needs of the community. In the event, however, that a clinic is going to be closed for a holiday, notice of such closing will be made by the time the quarterly schedule is being prepared and employees will not be scheduled to work that day so that they may make personal plans for the holiday.

Section 10.4. Scheduling Personal Time Off. Two scheduling processes will be used to ensure the approval of time off requests to accommodate advanced planning and usage of time off and the fair distribution of time off requested for holidays and other peak desired periods for time off.

Section 10.4.1. Scheduling of Holidays and Other Peak Periods. During March of each year, employees will submit time off requests for prime holidays and other peak periods during the twelve month period from July of the same year through June of the following year. Holidays included in this scheduling period include July 4th, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve, New Years Day, and Memorial Day. Other peak periods included in this scheduling period are the week before and week which school starts (including the first day of school, mid-winter break week, and spring break week).

Time off requests for this period will be reviewed and approved by May 15. The Employer will endeavor to approve requests to fairly distribute time off during these peak periods and fairly share burdens of working during these times. Each clinician is expected to work their fair share of holidays and peak times. If multiple requests for time off are received for the same holiday or peak

time, preference will be given to the clinician who did not take the same holiday or peak time off the year before.

Section 10.4.2. Quarterly Scheduling of Time Off. As part of the quarterly schedules developed and issued under Section 7.4 of this Agreement, clinicians will submit their time off requests no later than 45 days prior to the start of the quarter. Requests may be made up to six (6) months prior to the time requested, and will receive a response within 30 days of the request. Such requests for time off will be honored in the order that they are received. Additional requests may be made up to twelve (12) months in advance, but will be considered on a case-by-case basis and response may be delayed. Once time off is approved, it will not be changed without the mutual agreement of the Employer and the clinician absent unforeseen circumstances.

ARTICLE 11 – DISCIPLINE, DISCHARGE, AND SENIORITY

11.1 **Discipline and Termination for Cause.** PeaceHealth shall have the right to discipline, suspend or discharge a Clinician for proper cause. The form of corrective action taken may vary depending on the nature and severity of the infraction and any mitigating circumstances. Corrective action may take the form of verbal warnings, written warnings, suspensions from work, and/or termination. Where appropriate, progressive discipline may be used; however, PeaceHealth reserves the right to discharge a Clinician without prior discipline for serious misconduct or performance issues.

11.2 All disciplinary actions shall be recorded in writing. The written document shall be placed in the employee's personnel file and a copy of the document shall be provided to the Clinician receiving such discipline at the time it is administered.

11.3 **Professional Practice Development.** Voluntary enhancement plans, performance reviews, peer review processes, and informal counseling and reminders whether by peers or through the Employer will not be considered as disciplinary actions under the terms of this Agreement.

11.4 **Termination for Other Than Cause.** The Employer has the right, in its sole discretion, to terminate an employee for other than cause with ninety (90) days notice. During this notice period, at the Employer's sole discretion, the employee may or may not be scheduled to work. The employee will receive compensation for the notice period. A termination for other than cause may not be grieved. If the employee wishes to challenge a termination for other than cause, the employee must notify the Employer in writing within seven (7) calendar days of being provided notice, in which case the termination will be converted to a termination for cause under Section 11.1 of this Article and the employee immediately terminated without notice or pay. If converted to a termination for cause, the employee shall have access to the grievance process as provided in Article 12.

11.5 **Seniority.** An employee's seniority will be calculated based on most recent date of hire by the Employer as a physician, nurse practitioner, or physician's associate (correlating to their current position in the bargaining unit). If employees within a classification have the same union seniority date, the following tie-break will be used to determine seniority order: (a) hire date at PeaceHealth, then (b) date of first licensure in their current clinical classification.

11.6 **Layoffs and FTE Reductions.** PeaceHealth has the right to determine if a layoff/reduction in force or a temporary reduction in FTEs is necessary, and the classification(s) to be affected by such layoffs/reductions. Subject to the processes outlined below, in the event of a layoff, seniority within classification will control the order of involuntary layoffs or FTE reductions.

11.6.1. **Reductions Anticipated to Last Over Six (6) Months.** If the Employer anticipates the need to reduce staff and/or FTEs for a period of over six (6) months, then the Employer will give the Association advanced notice of at least 45 days prior to the implementation date. The Employer will inform the Association of the total FTEs by classification and operations schedules needed for anticipated future state at the time of the notification. The Association may propose alternate ways to structure/allocate FTEs within the anticipated future state, and the Employer and Association will meet to discuss alternatives within 21 days of the notification, provided the final decision as structure and allocation will remain with the Employer. Clinicians will then be permitted to bid on the available FTEs in order of seniority. Clinicians who end up without a

position as a result of this reduction shall be entitled to pay for a notice period of up to 90 calendar days (pro-rated per their FTE allowance) per their individual employment agreement.

11.6.2 Reductions Anticipated to Last Six (6) Months or Less. The Employer shall provide the Association with advanced notice of at least thirty (30) days prior to implementation of a temporary reduction in FTEs. The Employer will first seek volunteers to reduce FTEs. Should additional reductions be necessary, they shall be distributed proportionally among the remaining providers.

11.7 Recall Rights. Employees shall have recall rights in the reverse order of layoff for a period of twelve (12) months following the date of a reduction in force. When reemployment is offered by written notice to an employee who has been laid off, the employee will have seventy-two hours to accept or reject the position(s) offered. PeaceHealth shall offer all open and available bargaining unit positions, within their particular professional classification, to the laid off employee. If the employee fails to respond within the seventy-two hours, or if the employee rejects all positions for which he or she is qualified, the employee forfeits all further right to recall, and employment with PeaceHealth shall be terminated. It shall be the responsibility of the employee who has been laid off to provide PeaceHealth with the current telephone, email, and street address where he/she may be reached. Any vacancy within the bargaining unit shall be offered to and filled by a laid off employee, who possesses the experience and qualifications for the position, prior to the position being offered to an applicant outside the bargaining unit.

11.8 Performance of Remaining Work. The work remaining after a workforce reduction shall be performed by currently employed bargaining unit employees until PeaceHealth determines that a recall shall be initiated. PeaceHealth may employ laid off Clinicians who retain recall rights as on-call/per diem Clinicians to perform available work, and such laid off Clinicians who have indicated their availability to perform this work will be offered such work before it is offered to temporary or contracted Clinicians. The use of laid off Clinicians as per diem clinicians to perform available work (e.g., to cover FMLA or other temporary vacancies or schedule gaps) shall not be used as a permanent replacement for an FTE'd position. Laid off clinicians shall be offered these opportunities in reverse order of lay off.

11.9 Notice of Resignation. In light of the time period necessary to recruit and replace Clinicians, Clinicians are expected to give as much notice as possible of any resignation or retirement, and in no event less than ninety (90) days.

11.10 Requests for FTE Changes. It is generally expected that Clinicians will maintain consistent FTE status absent good reason for change. Clinicians may request a change in their allocated FTE (either increase or decrease), with no less than 90 days notice. Such requests will be considered by the Employer based on staffing, budget, and other operational factors, and decisions may be granted, partially granted, denied, or granted subject to conditions, in the Employer's discretion. In the event of competing requests, consideration will be given to the need for the request, the length of time the request has been pending, and relative seniority as defined in this Article.

ARTICLE 12 – GRIEVANCE AND ARBITRATION

12.1 **Grievances.** A grievance is defined as an alleged breach of the terms and conditions of this Agreement, the terms and conditions of the Individual Employment Agreements, or an alleged misapplication of PeaceHealth policy. If any such grievance arises, it shall be submitted to the following grievance procedure. A grievance impacting three (3) or more clinicians shall be considered an Association grievance.

12.2 **Exclusivity of Grievance Process.** The grievance process set forth herein is the sole and exclusive means of dispute resolution between the Employer and the Association and/or bargaining unit employees during the term of this Agreement for matters that meet the definition of a grievance as defined in Article 12.1. All other forms of self-help (e.g., strikes, slowdowns, picketing, etc.) are waived for matters that may be grieved during the term of the Agreement.

12.3 **Time Limits.**

12.2.1 All time limits set forth in the following steps refer to calendar days and may only be extended by mutual written consent of PeaceHealth and the Association. The end of the day for timely filing of a grievance or moving to subsequent steps or to arbitration will be 5:00 p.m. A time limit which ends on a Saturday, Sunday or a holiday as designated in this Agreement shall end at 5:00 p.m. on the next following non-weekend or holiday day. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto.

12.2.2 Failure of a Clinician or the Association to file a grievance as designated on a timely basis or advance a grievance (including to arbitration) in accordance with the time limits set forth below will constitute an automatic withdrawal of the grievance. Failure of PeaceHealth to respond within the time limits set forth below shall result in the grievance being automatically moved to the next step without any specific request from the Clinician or the Association as provided for below.

12.4 **Grievance Process**

Step 1. Grievance Meeting

If an employee or the Association has a grievance, the employee or Association must first present the grievance in writing to the Director of Human Resources twenty-one (21) calendar days from the date the employee or Association knew or had reason to know that a grievance existed. The grievance shall be signed and dated and state (1) the factual basis of the grievance; (2) the contractual article, section, and provision allegedly violated; and (3) the relief or remedy sought. Upon receipt thereof, a meeting will be convened within twenty-one (21) calendar days between the Director of Human Resources and/or other management representative with the employee and/or Association Representative to attempt to resolve the problem. The Employer shall respond in writing to the grievance within twenty-one (21) calendar days of a Step 1 meeting.

Step 2. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, the Association may submit the issue to arbitration by written notice to the Employer within twenty-one (21) calendar days following the Employer's response at Step 1.

In the event the Employer and Association cannot mutually agree on an arbitrator, the parties shall request from the Federal Mediation and Conciliation Service a regional panel of seven (7) arbitrators, all of whom shall be members of the National Academy of Arbitrators and available for in-person hearings. Within twenty-one (21) calendar days of the receipt of the panel, the parties will use the striking method to select the arbitrator, with the parties alternating who strikes first. The parties shall alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator, and the parties will jointly contact the arbitrator to schedule the arbitration. Arbitrations will be in-person, unless the parties mutually agree to a virtual hearing.

The arbitrator's decision shall be final and binding on all parties. The arbitrator shall be confined to the issue submitted for arbitration and shall have no authority to determine any other issue not so submitted. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. Each party shall bear one half (1/2) of the fee of the arbitrator and any other expense jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expenses associated with witnesses called by the other party or for the other party's attorney's fees.

12.4 Informal Discussion. Nothing in this provision is intended to preclude informal discussion of disputes between employees and their managers or supervisors, and such is to normally be encouraged. However, informal discussions and resolutions do not alter the timelines of the grievance procedure, and informal resolutions will not create any binding commitment on the part of either the Employer or the Associations that otherwise modifies this Agreement or the rights of the parties.

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

ARTICLE 13 – LABOR-MANAGEMENT COMMITTEE

3.1 A committee consisting of PeaceHealth Medical Group representatives and bargaining unit representatives shall meet at least on a bi-monthly basis, with meetings not to exceed sixty (60) minutes unless extended by mutual agreement. The purpose of the Labor Management Committee (LMC) is to discuss labor–management contract administration matters and to foster improved communications between the Employer and the Association with the intent of proactively resolving contract and other workplace issues. These meetings shall be utilized to clarify contract interpretations, address workplace issues as they arise, and reach new supplemental agreements when necessary. They shall also provide a forum for collaborative discussions regarding clinical resources.

The Committee shall be comprised of two (2) representatives of the Employer and two (2) representatives of the Association, one of whom may be a Association staff representative. Each party shall be responsible for appointing their members to the Committee. The Employer and Associations will each designate a Co-Chair of the Committee. Either party may invite other participants with notice to the other side. Mutually agreed upon dates for a Committee meeting must be set in advance of the scheduled date and noticed to the Committee members. An agenda including the attendees for the Committee will be set in advance of the next scheduled date by the Co-Chairs. The Co-chairs may mutually agree to cancel a meeting. Meeting minutes will be kept and distributed to all bargaining unit employees.

Labor-Management Committee meetings are not intended to replace regular staff meetings, nor to preclude open discussion of issues and concerns in those meetings.

3.2 The Employer will pay a flat fee stipend to one physician committee member of one-hundred fifty dollars (\$150) and to one nurse practitioner/physician associate committee member of sixty-five dollars (\$65) for each of the six (6) regularly scheduled bi-monthly meetings each year.

The parties will seek in good faith to schedule committee meetings at times and places that best allow the providers to participate, subject to the operational requirements of the Clinics.

ARTICLE 14 – CONTINUITY OF WORK AND SERVICES

The Association agrees that during the life of this Agreement there shall be no strike, slowdown, work stoppage, or any other form of disruption of the services or other operations or activities of the Employer's facilities, on the part of the Association or the employees. The Employer further agrees that there shall be no lockout of any employees during the life of this Agreement. In the event of an unauthorized strike, slowdown, work stoppage or other form of disruption in violation of the terms of this Agreement, the Association shall make a good faith effort to see that such activity is discontinued and work resumed in a timely manner.

Any bargaining unit employee who violates this Article shall be subject to immediate discharge or lesser discipline at the sole discretion of the Employer, provided that the Association reserves the right to use the grievance procedure to challenge whether or not the employee's action was in violation of this Article (but not the level of discipline issued).

ARTICLE 15 – GENERAL PROVISIONS

12.1 **Complete Agreement.** The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Accordingly, for the duration of this Agreement, both parties waive the right to bargain about any matter raised in negotiations and/or covered by the express terms of this Agreement, unless mutually agreed otherwise.

12.2 **Severability.** In the event that any provision of this Agreement shall be rendered invalid by reason of any existing or subsequently enacted legislation or by any decree of any court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement and the remaining portions shall remain in full force and effect. The parties agree to meet and discuss whether by mutual consent such invalid provisions should be amended or replaced.

12.3 **Amendment.** The terms of this Agreement may also be amended by mutual consent of the Parties in writing at any time during its term.

ARTICLE 16 – DURATION AND TERMINATION

This Agreement shall become effective the date of ratification and shall remain in full force and effect to and including December 31, 2027, unless changed by mutual consent. Should either party desire to change, modify or renew the Agreement upon the expiration date, written notice must be given to the other party at least sixty (60) days prior to the expiration date. If notice is given by either party, both parties may propose changes, modifications, or renewals of the Agreement. After receipt of such notice, negotiations shall commence at a mutually agreeable time. In the event negotiations do not result in a new Agreement on or before the expiration date, this Agreement shall terminate unless both parties mutually agree to extend the Agreement. If neither party gives timely written notice, then the Agreement shall renew from year-to-year thereafter.

**PeaceHealth Medical Group
(Eugene, Oregon)**

**Pacific Northwest Hospital Medicine
Association, American Federation of
Teachers Local 6552, AFL-CIO**

By _____

Memorandum of Agreement re Implementation of Agreement

PeaceHealth Medical Group (Eugene, Oregon) (“Employer”) and Pacific Northwest Hospital Medicine Association, American Federation of Teachers Local 6552, AFL-CIO (“Association”) agree as follows with regard to the implementation of their new collective bargaining agreement going into effect on ratification and expiring December 31, 2027.

1. The additional shift expectations set forth in Section 7.1 will go into effect with the quarterly schedule prepared for April through June, 2025.
2. The extended hours expectations set forth in Section 7.3 for Woodfield Station Primary Care will go into effect starting July 1, 2025.
3. The Employer will permit all providers to adjust their FTE to offset the increases in annual shift expectations for 1.0 FTE in Section 7.1 on the following schedule: (a) during March 2025, for increased expectation starting April 2025; (b) during November 2025, for increased expectation starting January 2026; and (c) during November 2026, for increased expectation starting January 2027. Such adjustments of FTE will have priority over voluntary requests for FTE changes under Section 11.10 of the agreement.
4. Base Compensation and Standard/Enhanced CFs for 2025 will be effective the first full payroll period following January 1, 2025.

For the Employer:

For the Association:
