

COLLECTIVE BARGAINING AGREEMENT
between
Oregon Nurses Association (ONA)
and
Northwest Hospitalist Medicine Association,
PeaceHealth Sacred Heart Medical Center



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1 **ARTICLE 1 – PARTIES TO AGREEMENT**

2 1.1 Parties. This Agreement is made between PeaceHealth Sacred Heart
3 Medical Center (“Employer”) and the American Federation of Teachers Local 6552,
4 the Pacific Northwest Hospitalist Medicine Association, AFL-CIO (the “Union”). The
5 Association and the Employer agree to add the Hospitalist Nurse Practitioners and
6 the Hospitalist Clinical Nurse Specialist, as defined in Case 19-RC-256439, from the
7 registered nurse bargaining unit represented by the Association to the adult hospital
8 medicine physician bargaining unit represented by the Association.

9
10 **ARTICLE 2 – RECOGNITION AND BARGAINING UNIT**

11 2.1 Recognition and Bargaining Unit. Employer recognizes the Union as the sole
12 and exclusive bargaining agent for all full-time and regular part–time adult hospital
13 medicine physicians and Advanced Practice Registered Nurses (APRNs) employed
14 by Employer in the hospital medicine department at the Employer’s RiverBend
15 campus located in Springfield, OR, and the University District campus located in
16 Eugene, OR (hereinafter “employees” or “hospitalists” or “physicians, or APRNs, or
17 “NPs”, or “CNS”); but excluding all adult hospital medicine department physicians
18 with a Full Time Equivalent (FTE) of less than .5, per-diem employees, casual
19 employees, all other physicians, advance practice clinicians, all other employees,
20 and guards and supervisors. The term “regular part time” refers to employees
21 having a Full Time Equivalent (FTE) of .5 or above. A regular full-time employee
22 refers to employees having an FTE of .9 and above. Hereafter the employees
23 covered by this agreement shall be referred to as “hospitalist” collectively. The
24 designation of “physician” and “APRN” shall be used to distinguish between these
25 employees where indicated.

26
27
28 2.1.1 Associate Medical Director. No more than two (2) Associate Medical
29 Directors will also be exempt from the bargaining unit. Each Associate
30 Medical Director may work up to a .75 FTE doing bargaining unit work. The
31 provisions of this article apply to physicians only, not ARPNS.

32 2.1.1(a): If a bargaining unit physician is promoted to an Associate
33 Medical Director position, the individual shall receive a six (6) month

1 trial period. If, during such trial period, the Employer or the Associate
2 Medical Director determine the individual should not be continued in
3 the position, they shall be reassigned to his/her former position.

4

5 2.2 Hospital Medicine Department. For purposes of this Article, the Hospital
6 Medicine Department shall mean those hospital medicine services provided within
7 Sacred Heart Medical Center consisting of credentialed physicians and APRNs
8 serving an acute care adult patient population.

1 **ARTICLE 3 – UNION MEMBERSHIP AND REPRESENTATION**

2 3.1 Membership

3
4 3.1.1 Membership. A Hospitalist hired on or after the effective date of this
5 Agreement will, as a condition of employment, within thirty (30) days after the
6 Hospitalist’s hire date, become and remain a member of the Union or make
7 payment in lieu of dues to the Union.

8
9 3.1.1.1 Maintenance. Currently employed Hospitalists who are
10 members of the Union or are paying to the Union an amount
11 equivalent to Union dues, will be required, as a condition of
12 employment, to maintain membership in the Union or make payment
13 in lieu of dues to the Union.

14
15 3.1.2 Dues Deduction and Indemnification. For Hospitalists who decide to
16 become members of the Union and for any bargaining unit members who are
17 required to make payment in lieu of dues, the Employer will deduct bi-weekly
18 dues/payment in-lieu of dues from the pay of those employees covered by
19 this Agreement who are members of the Union and who voluntarily execute a
20 Union payroll deduction Authorization Form. When filed with Employer, the
21 Authorization Form will be honored in accordance with its terms until such
22 time as the Hospitalist withdraws authorization. Deductions will be
23 transmitted to the Union by check payable to its order. Upon issuance and
24 transmission of a check to the Union, the Employer’s responsibility shall
25 cease with respect to such deductions. The Union and each employee
26 authorizing the payroll deduction for the payment of union dues hereby
27 undertakes to indemnify and hold the Employer harmless from all claims,
28 demands, suits, or other forms of liability that may arise against the Employer
29 for or on account of any deduction made from the wages of such employee.
30 The Employer shall be obligated to honor only an authorization to deduct the
31 specific dollar amount specified, in writing by the employee. The Employer
32 shall have no obligation or responsibility for calculating, computing, or
33 verifying the amount of dues to be deducted.

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3.1.3 Remedy for non-payment. If a Hospitalist is not in compliance with the provisions in this section, the Union will notify the hospitalist in writing that he/she is delinquent in the satisfaction of his/her obligations and will provide a copy of the notice to the designee of the Employer. The Union will allow the Hospitalist a reasonable period of time of not less than twenty (20) days to cure the delinquency. If the Hospitalist fails to cure within the allotted time, then the Association may contact the designee of the Employer 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.

3.1.4 Religious exemption. A Hospitalist 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 hospitalist shall contribute an amount equivalent to the Union dues to a nonreligious, tax-exempt charitable fund of his/her choice for the duration of the membership or payment requirements had they been applicable. Proof of contribution shall be supplied by the member to the Union in a timely fashion.

3.1.5 Payment in lieu of dues. Payments in lieu of dues will be less than or equal to the regular monthly Union dues as established by the Union.

3.2 Rosters. Employer will provide the Union electronically with a quarterly list of hospitalists showing name, address, yearly base salary, FTE, and telephone number. The Union shall provide a list of local officers, committee members and authorized representatives upon ratification of the Agreement and on an annual basis and notify the Employer of any changes within 30 days.

1 3.3 Access to Premises. Non-employee representatives of the Union shall be
2 allowed to enter Medical Center premises for pre-scheduled meetings with
3 management (e.g., grievance meetings) or after having given the Director of Human
4 Resources/designee at least 24 hours' notice of the visit and purpose of said visit.
5 Such visitation shall be limited to one person at any given time unless otherwise
6 agreed by the parties and shall be solely for the purpose of administration of this
7 Agreement. In no event shall activities be engaged in which interfere with the
8 efficient and proper functions of the Medical Center. Any such visitation shall be
9 restricted to Hospitalist non-working time, and such meeting shall occur in non-
10 working and non-patient care areas unless expressly permitted otherwise by
11 Director of Human Resources/designee. The Union may request room space
12 through the Employer for bargaining unit meetings for purposes of professional
13 education, grievance and arbitration administration and contract negotiations at
14 mutually agreeable times and places to be scheduled through Human Resources.

15
16 3.4 Bulletin Boards. Employer shall provide to the Union bulletin board space in the
17 Hospitalists' office for posting of notices of all meetings of the Union, Union
18 recreational and social affairs, appointments, newsletters and elections. All such
19 notices shall be signed by a Union official/officer and shall be submitted to Director
20 of Human Resources/designee for approval before posting. The Employer reserves
21 the right to remove any discriminatory notices or information with profane or
22 slanderous contents. Any material removed will be returned to the Union.

23
24 3.5 Union Membership Non-Discrimination. The Employer and Union agree to abide
25 by all applicable local, state and federal laws with respect to eligibility for
26 membership and participation for Hospitalists in the bargaining unit. The parties
27 further agree that there shall be no discrimination or harassment by either party
28 against any Hospitalist on account of membership or non-membership or lawful
29 activity in respect to the Union.

30
31 3.6 Sale, Merger or Transfer. In the event the Medical Center is sold, leased, or
32 otherwise transferred to be operated by another person or firm, the Medical Center
33 shall have an affirmative duty to call this Agreement to the attention of such firm or

1 individual and, if such notice is so given, the Medical Center shall have no further
2 obligation hereunder. The Medical Center further agrees to abide with all laws and
3 requirements in effect at time.

ARTICLE 4 – EMPLOYER RIGHTS

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The Union recognizes the Employer’s right to operate and manage its business and facilities. Except where limited by a specific provision of this Agreement, all rights are subject to the Employer’s exclusive control. These rights include but are not limited to the following: to determine the number of Hospitalists to be employed in each location, shift or to establish, change, modify, interpret or abolish the Employer’s policies and procedures; to increase or diminish, change, improve or discontinue operations, programs and jobs, in whole or in part; to increase or diminish, change, improve or discontinue personnel, in whole or in part; to hire, promote, and transfer Hospitalists; to suspend, discharge, demote and discipline Hospitalists for just cause; to determine the duties of and to direct Hospitalists in their duties, including direction as to the location of the work to be performed; to lay off Hospitalists; to authorize work to be performed by any outside person or entity as selected by the Employer, including the subcontracting of work; to evaluate the performance and competency of Hospitalists in their assigned work; to increase or change the content, substance or methodology of any work assignment; to determine materials and equipment to be used; to reward and pay Hospitalists; and to determine working schedules. The parties recognize that the above list is for illustrative purposes and does not exclude those rights and responsibilities not mentioned above.

The Employer’s failure to exercise any right, prerogative or function hereby reserved to it, or the Employer’s exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer’s right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the expressed provisions of this Agreement.

1 **ARTICLE 5 – COMPENSATION**

2 5.1 Base Yearly Salary and Yearly Number of Shifts

3
4 5.1.1 Base salary will be paid out in equal amounts through regular payroll
5 regardless of actual shifts worked during the payroll period.

6
7 5.1.2 Hospitalist Yearly Number of Scheduled Shifts and Salary. Yearly
8 number of scheduled shifts for 1.0 FTE physicians is 173 shifts with a base
9 yearly salary of \$329,000 . This increase shall be effective the first full pay
10 period following ratification. Salary and number of shifts are prorated for FTE
11 levels less than a 1.0 FTE.

12
13 Yearly number of scheduled shifts for 1.0 FTE APRNs are 173 shifts with a
14 base yearly salary of \$160,000.–Salary and number of shifts are prorated for
15 FTE levels less than a 1.0 FTE. This increase shall be effective the first full
16 pay period following ratification.

17
18 5.1.3 Base Yearly Salary.

19 For Physicians is to increase to:

- 20 • by 2.5% to \$337,225 effective the first full pay period following July 1,
- 21 2022
- 22 • by ~2.25% to \$344,810 effective the first full pay period following July 1,
- 23 2023
- 24 • by ~ 2.00% to \$351,705 effective the first full pay period following July
- 25 1, 2024
- 26 • In the event that the Physicians percent increase for the 60th percentile
- 27 MGMA West Region Hospitalists Compensation for each year of this
- 28 contract is greater than the increases set forth above, the greater
- 29 increase shall be applied instead, provided however such increase shall
- 30 not exceed 6%. The Employer shall provide to the union the MGMA
- 31 data used to make this determination. This data shall be reviewed by
- 32 both parties within 60 days of release. Any market increase greater

1 than the percentage increases set forth above will be retroactive to the
2 first full pay period following July 1 of the corresponding year.

3 For APRN's to increase to:

- 4 • by 2.5% to \$164,000 effective the first full pay period following July 1,
5 2022
- 6 • by 2.25% to \$167,690 effective the first full pay period following July 1,
7 2023.
- 8 • By ~2.00% to \$171,045 effective the first full pay period following July
9 1, 2024.
- 10 • In the event that the APRN percent increase for the 90th percentile
11 MGMA National NP Hospitalists (Primary Care) Compensation for each
12 year of this contract is greater than the increases set forth above, the
13 greater increase shall be applied instead, provided however such
14 increase shall not exceed 6%. Western Region data will be used if the
15 group count exceeds 50 participants. The Employer shall provide to the
16 union the MGMA data used to make this determination. This data shall
17 be reviewed by both parties within 60 days of release. Any market
18 increase greater than the percentage increases set forth above will be
19 retroactive to the first full pay period following July 1 of the
20 corresponding year.

21
22 5.1.4 Nocturnist Hospitalist Yearly Number of Scheduled Shifts and Salary.

23 Yearly number of scheduled shifts for 1.0 FTE Nocturnist physicians is 163
24 shifts with a base yearly salary of 117% of the Hospitalist base yearly salary.
25 Salary and number of shifts are prorated for FTE levels less than a 1.0 FTE.
26 Yearly number of scheduled shifts for 1.0 FTE Nocturnist APRN is 163 shifts
27 with a base yearly salary of 117% of the APRN base yearly salary. Salary
28 and number of shifts are prorated for FTE levels less than a 1.0 FTE.

29
30 5.1.5 For Physician absences over thirty continuous days *not* scheduled in
31 accordance with the Scheduling Time Off provisions of this Agreement (see
32 Appendix A), the Physician's Base Yearly Salary will be prorated as well as
33 the Yearly Number of Scheduled Shifts. During this period of time short or

1 long-term disability and paid sick days may be used for salary continuation in
2 accordance with terms of that plan.

3
4 5.1.6 For Physician absences less than thirty continuous days not scheduled
5 in accordance with the Scheduling Time Off provisions of this Agreement
6 (see Article 12), the Physician's ' Base Yearly Salary will be not be reduced.
7 Unless otherwise required by state law, the number of Yearly Shifts will
8 remain the same for absences less than thirty continuous days not scheduled
9 in accordance with the Scheduling Time Off provisions of this Agreement
10 (see Article 12). During this period of time short or long-term disability and
11 paid sick days may be used for salary continuation in accordance with terms
12 of that plan.

13
14 5.1.7 During the term of this Agreement the Employer, in its sole discretion,
15 may implement across the board increases for all Hospitalists to the Base
16 Yearly Salary amounts.

17
18 5.2 Incentive Potential. Effective fiscal year 2023 the incentive compensation is paid
19 in addition to the yearly base salary amount. The total potential fiscal year Incentive
20 compensation is ten thousand dollars (\$10,000) pro-rated by FTE.

- 21 • 50% of the incentive components for this incentive potential shall be based
22 on achievement of 83% attendance in person or virtually, at PHM monthly
23 business meetings. For nocturnist, this metric shall be 83% attendance at the
24 regular nocturnist meetings.
- 25 • 50% of the incentive component shall be for 90% of discharge summaries
26 complete within 36-hours of discharge for Primary Rounders or 90% of
27 Emergency Department admission orders placed within 30-minutes of
28 accepting patient for Primary Admitters.

29 In addition, depending on the Incentive components, Incentive compensation will
30 be paid out on a semi-annual basis based on achievement of individual criteria.
31 Applicable payments will be made within thirty (30) days of the end of the fiscal
32 quarter or within thirty (30) days of the end of the fiscal year. The Employer retains
33 the right, in its sole discretion, to increase to the total dollar amount of potential

1 Incentive compensation however the total potential Incentive amount *will not* be
2 decreased below ten thousand dollars (\$10,000) during the term of this Agreement.
3 The metrics for any amount above the ten thousand dollars (\$10,000) shall be
4 determined at the sole discretion of the Hospital. For fiscal year 2022 the bonus
5 potential shall remain at \$30,000 and will continue to be paid on a quarterly basis.

6

7 5.3 Extra Shift Compensation. At the end of each fiscal quarter, the number of shifts
8 worked over a Physician's regularly scheduled shifts will be determined for each
9 Physician. For each Extra Shift worked by a Physician, the Physician will be paid
10 their base hourly rate and an additional \$600 for a full shift. The Extra Shift rate
11 shall increase at the same rate as the percentage of base salary rates increases as
12 set forth in 5.1.3. Extra Shift Compensation will be paid out within thirty (30) days of
13 the end of the fiscal quarter. Regularly scheduled shifts include only one for one
14 shift trades, as approved by the Employer. Trade will be defined as both parties
15 working a shift within the same fiscal quarter or the successive fiscal quarter.

16

17 APRNs will be expected to work the annual required 173 shifts for days or 163 shifts
18 for nocturnist. However, PTO is to be used for any missed shifts, therefore re-
19 calculation is not needed. For each extra shift worked by an APRN, the APRN will
20 be paid their base hourly rate and an additional \$560 for a full shift or \$280 for a half
21 shift. Fractions of shifts will be rounded up to be paid as either a half shift or a whole
22 shift. The Extra Shift rate for the APRNs shall increase at the same rate as the
23 percentage of base salary rates increases as set forth in 5.1.3.

1 5.4 Other Compensation:

2 5.4.1 Teaching/Preceptorship Compensation. If a teaching/preceptorship is
3 funded by the GME institution, the assigned Hospitalist will be paid the
4 compensation designated for that individual Hospitalist's services.

5

6 5.4.2 Grant Related Compensation. If Hospitalist research activities are
7 funded by outside grants, the assigned Hospitalist will be paid the
8 compensation designated for that individual Hospitalist's services whichever
9 is higher.

10

11 5.4.5 Payment of Other Compensation. Payment of Other Compensation,
12 except Extra Shift Compensation, will be made within thirty (30) of the date in
13 which it was earned.

1 **ARTICLE 6 – BENEFIT PLANS**

2 6.1 Health and Welfare, Retirement, and Physician Benefits. All Hospitalists shall be
3 eligible to participate in the Medical Center's programs of insurance of the following
4 types in accordance with the Employer's policies regarding eligibility, payment, and
5 benefits as applicable to a majority of the Employer's employees who are not in a
6 bargaining unit.

7
8 Health Insurance – Medical-Dental-Vision

9 Health Savings Account

10 Paid Time Off (APRNs only)

11 Short Term Disability Insurance

12 Long Term Disability

13 Life and Accidental Death & Personal Loss

14 Retirement Programs

15 Others Benefit Plans as may be applicable to a majority of the Employer's
16 employees.

17
18 6.1.1 The benefits available under this section will not be reduced unilaterally
19 during the term of this Agreement. If the Employer contemplates any changes
20 in insurance plan design benefits that would not make them substantially
21 equivalent. The Employer will notify the Union of the proposed changes and will
22 meet with the Union, upon request, to bargain over the proposed changes prior
23 to their implementation.

24
25 6.1.2 The Employer will provide during the term of this Agreement a retirement
26 program. If the Employer contemplates changes in retirement benefits that
27 would not make them substantially equivalent to the existing benefits. The
28 Employer will notify the Union of the proposed changes and will meet with the
29 Union, upon request, to bargain over the proposed changes prior to their
30 implementation.

31
32 6.2 General and Professional Liability Insurance. Employer shall procure and
33 maintain in force during the term of this Agreement comprehensive general liability

1 insurance covering the facility in which the Hospitalist practices. Employer shall
2 also procure and maintain during the term of this Agreement professional liability
3 insurance specifically naming and covering the Hospitalist for work performed on
4 behalf of Employer all medical support personnel provided to the Hospitalist by the
5 Employer for work performed on behalf of the Employer. In the event of a suit or
6 claim against the Employer alleging fault on the part of the Hospitalist, the Employer
7 agrees not to seek indemnity or contribution from the Hospitalist; provided,
8 however, that Employer reserves the right to seek indemnity or contribution for any
9 claim involving intentional wrongdoing, activity outside the scope of the Hospitalist's
10 employment, or otherwise charging receipt of improper benefit by Hospitalist, in
11 accordance with Employer's Indemnification Policy.

1 **ARTICLE 7 – HOSPITALIST PROFESSIONAL RELATIONSHIP**

2 7.1 Independent Exercise of Medical Judgment. The employment relationship
3 between the Employer and Hospitalist shall not affect the independent exercise of
4 Hospitalists’ professional judgment in the practice of medicine so long as it is
5 consistent with the current standards of medical care in the state and complies with
6 the rules, policies, and procedures approved by Employer consistent with these
7 standards.

8
9 7.2 Professional Educational Development Professional Educational Development.
10 During the term of the agreement the existing Physician and Advance Practice
11 Clinician CME & Dues, Fees, and Benefits Policy shall apply, provided that such
12 benefits are not reduced during the term of this agreement. In the event the policy is
13 modified to increase benefits, the Employer will notify the union.

14
15 7.3 Professional Practice Development. The Parties agree that performance
16 improvement plans, performance reviews, peer review processes, coaching,
17 counseling, and reminders whether by peers or through the Employer are viewed as
18 desired methods to address hospitalist practice and conduct concerns which also
19 includes whether accepted standards of care are being met. Such Professional
20 Practice Development methods will not be considered as disciplinary actions under
21 the terms of this Agreement.

22
23 7.4 Upon request, the Employer may, to the best of their ability, provide
24 opportunities for members of the bargaining unit to cross train with any
25 subcontracted specialists brought into the hospital so that they might become
26 proficient in this area to the accepted national standard of care.

27
28 7.4.1 When specialty care needs are identified, bargaining unit members
29 shall be offered the opportunity to fulfill the needs prior to the initiation of
30 subcontracting.

1 **ARTICLE 8 – EMPLOYMENT PROVISIONS**

2 8.1 Discipline. Discipline and discharge shall be for just cause. The Hospitalist shall
3 receive a copy of any written disciplinary action.

4
5 8.1.1 Upon written request by the Hospitalist, written disciplinary notices will
6 be removed from the Hospitalist’s PeaceHealth personal file after two years if
7 there have been no further disciplinary occurrences during that two year
8 period with the following exceptions: (1) violation of the Employer’s non-
9 discrimination policies, including any and all harassment; (2) conduct
10 threatening or endangering patient safety; (3) abuse issues; (4) theft or
11 falsifying records; (5) breach of confidential or other privacy violations; of (6)
12 violation of the Employer’s substance free workplace policy.

13
14 8.2 Individual Employment Agreement. It is expressly recognized by the Parties that
15 Hospitalists are required, as a condition of employment, to agree with the
16 Employer’s Individual Employment Agreement. All terms and conditions under any
17 Individual Employment Agreement remain in effect during the term of this
18 Agreement except as provided in 8.2.1.

19
20 8.2.1. It is the intent of the Parties that the specific terms of this Agreement
21 will supersede conflicting terms in the Individual Employment Agreement.
22 Within ninety days of ratification of the contract, the Employer will reform
23 current Individual Employment Agreements for bargaining unit members
24 consistent with this intent. The Employer will review the reformed contract at
25 the Labor Management Meeting before it is used.

26
27 8.3 Union Seniority and Lay-Off. Union seniority shall mean a Hospitalist’s length of
28 employment in the bargaining unit. The Bargaining Unit was certified October 15,
29 2014. Seniority will control in the lay-off order, except where, based on job related
30 criteria including assignment, specific duties, competence, skills, and ability the
31 Employer determines that the Employer’s needs require otherwise.

1 8.3.1 If Hospitalists have the same union seniority date, the following tie-
2 break will be used to determine seniority order:

- 3
- 4 • Hire Date at PeaceHealth, and
 - 5 • If the Hire Date is the same, then date of birth (oldest to be most
6 senior).
- 7

8 8.4 Notice of Termination/Resignation of Employment.

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10 8.4.1 Employer shall give Hospitalist at least one hundred and twenty (120)
11 days' notice of termination of employment except if the Hospitalist is
12 terminated for cause the Employer will give the Hospitalist at least thirty (30)
13 days' notice. During this notice period, at the Employer's sole discretion, the
14 Hospitalist may or may not be scheduled to work during the notice period.
15 The Hospitalist will receive compensation for the amount of the notice period.

16

17 8.4.2 Hospitalist shall give at least one hundred and twenty (120) days'
18 notice of resignation however the Hospitalist and Employer may negotiate a
19 different notice period. During this notice period, at the Employers sole
20 discretion, the Hospitalist may or may not be scheduled to work.

21

22 8.5 Scheduling Time Off. To the extent possible, physicians should schedule
23 personal plans on days when they are not scheduled to work. Article 12 specifies
24 how Hospitalists can request not to be scheduled to work on certain days
25 ("requests") and, for ARPNs, request time off.

26

27 8.6 Lockers. Lockers will be provided by the Employer in or near the designated
28 Hospitalist team room.

29

30 8.7 Laundry. Laundry services for those Hospitalists who use scrubs and lab coats
31 shall be provided by the Employer.

1 8.8 Shifts. The Employer shall maintain its current practice of shift start and ending
2 times. In the event the employer determines that shift times need to be altered, it
3 shall notify the Union of its proposed changes and bargain to agreement over any
4 proposed changes. However, a hospitalist may volunteer to work a shift with a
5 different start and stop time. A hospitalist may choose to stop working these non-
6 core shifts at any time. If a non-core shift continues for more than 12 months and
7 the HMRC has determined it is a needed shift, it will be considered a core shift
8 thereafter and shall be staffed accordingly. The HRMC can decide to make a non-
9 core shift a core shift prior to 12 months. This decision shall be memorialized in a
10 written agreement and shared with the Union. The parties acknowledge that the
11 shift start, and end times are as listed below:

12

- 13 • Day Shift: 0700-1900 (day shift hospitalists may sign out at 1700 if all
14 daily work is completed and they have signed out to the swing shift
15 Hospitalist)
- 16 • PM 1300-2200 or 1400-2300 (Riverbend swing shift)
- 17 • PM (1/2 swing shift)
- 18 • Swing 5 1600 – 0000 (Riverbend)
- 19 • Night Shift: 2100-0700 (Riverbend)
- 20 • Night Shift: 1900 – 0700 (University District)

21

22 8.9 Changes in FTE status. A Hospitalist may apply for modification to his or her
23 FTE status no more frequently than semi-annually and approval shall be granted,
24 unless the FTE change creates an undue hardship for the employer.

ARTICLE 9 – NO-STRIKE OR LOCKOUTS

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9.1 The Employer agrees that during the term of this Agreement as long as the parties act in accord with this 9.2 of this Article there shall be no lockout of Hospitalists covered by this Agreement.

9.2 The Union agrees that during the term of this Agreement, and regardless of whether an unfair labor practice is alleged, (a) there shall be no strike, sympathy strike, sit-down, walk-out, work slow-down or boycott and (b) the Union shall not directly or indirectly authorize, encourage or approve any refusal on the part of a Hospitalist to proceed to the location of normal work assignment and/or provide scheduled services. Any Hospitalist who violates this clause shall be subject to a written warning or discharge.

9.3 A Hospitalist’s discharge for violation of any section of this Article is grievable under the terms of this Agreement.

1 **ARTICLE 10 – GRIEVANCE AND ARBITRATION PROCESS**

2 10.1 Grievance Defined. A grievance is defined as an alleged violation of an
3 express term of this Agreement by a Hospitalist or Hospitalists adversely affected
4 by the alleged violation. The Union may not file a grievance unless authorized by
5 the affected Hospitalist(s). If such grievance arises it must be reduced to writing in
6 accordance with the terms of this Article.

7
8 10.1.1 The following actions are not grievable and are not subject to the
9 grievance/arbitration process: (1) any disciplinary action taken by the
10 Employer regarding a Hospitalist limited to those at the explicit direction of
11 the Medical Staff, (2) a termination or suspension resulting from withdrawal
12 of privileges, (3) termination or suspension resulting from non-compliance
13 with state or federal requirements covering the Hospitalist. (4) Professional
14 Practice Development (see Article 7.3).

15
16 10.2 Time Limits.

17
18 10.2.1 All Time limits set forth in the following steps refer to calendar days
19 and may only be extended by mutual written consent of Employer and the
20 Union. The end of the day for timely filing of a grievance or moving to
21 subsequent steps or to arbitration will be 5:00 p.m. A time limit which ends
22 on a Saturday, Sunday or a holiday as designated in this Agreement shall
23 end at 5:00 p.m. on the next following non-weekend or holiday day.

24
25 10.2.2 Failure of a Hospitalist or the Union to file a grievance as designated
26 on a timely basis or advance a grievance (including to arbitration) in
27 accordance with the time limits set forth below will constitute an automatic
28 withdrawal of the grievance. Failure of the Employer to respond-within the
29 time limits set forth below shall result in the grievance being automatically
30 moved to the next step through Step 2 without any specific request from the
31 Hospitalist or Union as provided for below.

10.3 Grievance/Arbitration Process.

1 Step 1 - Hospitalist and Employer Hospital Medicine Designee (“Director”)

2
3 If the-Hospitalist or Union believes a grievance exists, a written grievance must
4 be submitted to the Director within twenty (20) days of the date that the
5 Hospitalist or Union knew or should have known that a grievance exists. The
6 written grievance must be signed and dated and must also include (1)
7 description of the nature of the grievance, (2) the article(s) of the contract or
8 provisions of the Individual Agreement alleged to have been violated, (3) and
9 the specific remedy(ies) requested. Grievances may not be submitted by email
10 to the Director and the parties shall meet in an attempt to resolve the grievance.
11 If the Hospitalist requests it, a Union representative may be present and the
12 Employer may have the Medical Director and/or a Human Resources
13 representative present. The Director will issue a written reply within twenty (20)
14 days following the meeting.

16 Step 2 - Hospitalist and Employer Designated Executive (“Executive”)

17
18 If the grievance is not resolved at Step 1, and it is the Hospitalist’s and/or
19 Union’s desire to proceed further, then the Union must refer the grievance to
20 Step 2 within twenty (20)-days of receipt of the Step 1 response. The referral
21 notice must be dated and submitted to the Director. The Executive, aggrieved
22 Hospitalist and a Union Representative shall meet in an attempt to resolve the
23 grievance. The Medical Director and/or a Human Resources representative
24 may also be present. The Executive-shall issue a written reply within fourteen
25 (20) days following the meeting.

27 Step 3 – Arbitration

28
29 1. Optional Grievance Mediation. After the Step 2 response, the Employer and
30 the Union may mutually agree in writing to submit any unresolved grievance to
31 mediation. The fees of the mediator and any costs for a mediation room will be
32 borne equally by both parties. At any time during the mediation process either

1 party, through written notice to the other, may terminate the mediation process.
2 If the mediation is terminated the Union has twenty (20) days to refer the matter
3 to Arbitration from the date of termination of the mediation.
4

5 2. Request for Arbitration and Process. If the grievance is not settled on the
6 basis of the foregoing procedures, the Union must submit the request for
7 arbitration to the Director within twenty (20) days after receipt of the Step 2
8 decision of the Executive-of grievance mediation. After notification that the
9 dispute is submitted for arbitration, Employer and the Union will attempt to
10 agree on an arbitrator. If Employer and the Union fail to agree on an arbitrator
11 within five (5) days, either party may request a list of nine arbitrators who are
12 attorneys with practice addresses within Oregon or Washington or Northern
13 California from the Federal Mediation and Conciliation Service ("FMCS").
14 Within five (5) days of receipt of the list the parties shall alternate in striking a
15 name from the list until one (1) name remains. A toss of the coin will choose
16 who goes first. The person whose name remains shall be the arbitrator and the
17 parties contact the arbitrator to set an arbitration date.
18

19 3. The arbitrator's decision shall be final and binding on all parties, subject to
20 the following terms and conditions. The arbitrator shall have no authority to add
21 to, subtract from, or otherwise change or modify the provisions of this
22 Agreement, but shall be authorized only to interpret existing provisions of this
23 and Individual Employment Agreements as they may apply to specific facts of
24 the issue in dispute. Any dismissal by the arbitrator, whether on the merits or
25 on procedural grounds, shall bar any further arbitration. The arbitrator may not
26 award punitive damages.
27

28 4. Each party shall bear one-half (1/2) of the fee of the arbitrator and any other
29 expenses jointly incurred by mutual consent incident to the arbitration hearing.
30 All other expenses shall be borne by the party incurring them, and neither party
31 shall be responsible for the expenses or pay for expenses associated with
32 witnesses called by the other party or for the other party's attorney's fees.

1 **ARTICLE 11 – COMMITTEES**

2 11.1 Labor –Management Committee

3
4 The Employer, jointly with the elected representatives of the Hospitalists covered by
5 this Agreement, shall establish a Labor Management Committee (“Committee”).
6 The purpose of the Committee is to discuss labor–management contract
7 administration matters and to foster improved communications between the
8 Employer and the Union. The function of the Committee shall be limited to an
9 advisory rather than a decision-making capacity. Such a Committee shall exist on a
10 permanent basis and meet quarterly and shall consist of up to four (4)
11 representatives of management (to include the PHM Business Director and at least
12 one Medical Director) and up to four (4) representatives of the Hospitalists to
13 include an ARPN covered by this Agreement. The Employer and Union will each
14 designate a Co-Chair of the Committee. Meetings shall be for up to one and 1/2
15 hours, or longer by mutual agreement of the Co-Chairs. Mutually agreed upon
16 dates for a Committee meeting must be set in advance of the scheduled date. An
17 agenda including the attendees for the Committee will be set in advance of the next
18 scheduled date by the Co-Chairs. The Co-chairs may mutually agree to cancel a
19 quarterly meeting.

20
21 11.2 Hospital Medicine Resource Committee (“HMRC”)

22
23 11.2.1 Focus of Committee:

- 24
25 1. Appropriate utilization of Hospitalist resources;
26 2. Problem solving of physician Hospitalist workload;
27 3. Develop workload surge protocol;
28 4. Monitor monthly patient acuity, census, changes in patient population,
29 work schedules; to identify trends requiring potential adjustments or
30 considerations related to physician workload and patient care.
31 5. Create and maintain co-Management agreements with other service
32 lines, subject to approval by the union executive committee bargaining
33 unit members.

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6. The Committee will also review and consider requests by the Chief Operating Officer of the Employer (“COO”)/designee that may have an effect on Hospitalist workload.

11.2.2 Composition of Committee:

1. The Committee shall be composed of four (4) bargaining unit Hospitalists including an APRN member, selected by the Union, and four (4) management members selected by the Employer including the PHM Business Director and PHM Medical Director. There shall be two Co-Chairs, one designated by the Union and the other designated by the Employer. The Co-Chairs will work together to determine mutually agreeable meeting dates and agenda for the Committee.
2. The Chairs of the Committee may mutually agree to request other subject matter persons to attend the meeting(s) to provide information to the Committee.

11.2.3 Meeting Times. The Committee will meet bi-monthly for up to one and 1/2 hours or otherwise as mutually agreed by the Co-Chairs. Starting with the first full month after ratification, a Committee meeting will be scheduled every month through the end of the calendar year the contract is ratified unless mutually agreed otherwise by the Co-Chairs.

1. Ad Hoc HMRC meetings may be called at any time, by agreement of the Co-Chairs, in order to discuss urgent staffing or workload issues, as well as to address other urgent issues within the Committee’s purview.

11.2.4 Quorum and Committee Decision Making

1. A majority of the Committee members constitutes a quorum. There must be a quorum in order to hold a Committee meeting. Actions by the Committee shall be taken by a majority vote.

1 1.2 Any member of the Committee or COO may request the assistance of
2 a neutral facilitator or mediator to assist in resolution of disputes. If
3 such assistance is requested notice must be provided to all parties.

4
5 1.3 Recommended action from the Committee will be submitted in writing
6 to the COO of SHMC for review and assessment. If the COO does not
7 approve the recommended action the COO will meet with the
8 Committee to discuss the reasons for lack of approval which would
9 allow the Committee, if it desires, to adjust its recommendations
10 based on additional information received from the COO.

11
12 2. If the parties cannot reach a mutually agreed upon action then each party
13 will submit their recommended action to the COO. The COO reserves the
14 right to make the final decision based on the submitted recommendations.
15 The decision of the COO will be provided to all committee members in
16 writing.

17 11.3. Hospitalists Physicians selected by the Union shall receive a stipend
18 of \$150 dollars an hour for attendance at each HMRC and LMC meeting or
19 mutually agreed upon subcommittee meeting. APRNs selected by the Union
20 shall receive a stipend of \$65 dollars an hour for attendance at each HMRC
21 meeting or mutually agreed upon subcommittee meeting. This stipend shall
22 increase at the same rate as the Med/Staff rate, should the meeting stipend
23 for Med/Staff be increased.

1 **ARTICLE 12 – SCHEDULING TIME OFF**

2 12. Time Off Request Process:

3
4 12.1 Requests must be made on the designated on-line Request Calendar.

5
6 12.2 The Employer will publish a work schedule at least forty-five calendar (45)
7 days prior to the beginning of the work period. Requests must be made a minimum
8 of thirty (30) and a maximum of 365 calendar days before the schedule is posted.
9 The scheduling office will notify Hospitalists when the next schedule will be posted.
10 The work schedule shall be posted on a quarterly basis.

11
12 12.3 Once the work schedule is posted it shall not be changed by the employer
13 without the mutual consent between the employer and the hospitalist.

14
15 12.4 Maximum total number of requests per calendar year are limited to 4
16 separate requests per each calendar six-month period (January through June and
17 July through December).

18
19 12.5 Requests cannot be made for “Holiday Weeks” (see below).

20
21 12.6 Requests must include the Hospitalist’s name, the requested dates and date
22 the request was made.

23
24 12.7 Requests of more than twenty-eight (28) continuous calendar days must be
25 approved by the Director, Medical Director, or designee. The Director, Medical
26 Director, or designee shall be notified of non-emergent, full or partial shift trades or
27 substitutions resulting in twenty-eight (28) or fewer consecutive days off at least 48
28 hours prior to the shift trade or substitution. Such trades or substitutions shall
29 require Director, Medical Director, or designee, approval. Shift trade requests shall
30 not be unreasonably denied as long as the Hospitalist taking the shift has the
31 necessary competencies, and the Hospitalists are working up to their yearly FTE
32 and such trade or substitution does not result in in extra cost.

1 Holiday Weeks Scheduling Process

- 2 1. There will be a separate Holiday Week time-off schedule that is accessible
3 to bargaining unit members.
- 4 2. Holiday weeks include: Thanksgiving, Christmas, New Years, and Spring
5 Break, or a Hospitalist may designate up to 2 holiday week that will not
6 count against time off requests.
- 7 3. Each Hospitalist is expected to work 2 of the 4 holiday weeks. If the
8 Hospitalist is designating their own holiday week(s), they will be expected
9 to work the equivalent number of holiday week(s) listed above.
- 10 4. If multiple requests for time off are received for the same holiday week
11 preference will be given to the Hospitalist who did not take the same
12 holiday week the year before and historical use assessment.

13 APRN Paid Time Off (PTO) Accrual/Cap:

Service Months/Years	Accrual Year/Rate per Hour	Years of Service	Maximum PTO Accrual (Hours)
0-48 months/0-4 years	28 days/0.10769 hours	0-4.99 years	336 hours
49-108 months/5-9 years	33 days/0.12692 hours	5-9.99 years	396 hours
109-168 months/10-14 years	37 days/0.14231 hours	10-14.99 years	444 hours
169-228 months/15-19 years	39 days/0.15000 hours	15-19.99 years	468 hours
229+ months/20+ years	40 days/0.15385 hours	20+ years	480 hours

14

15 Approval

- 16 1. At a minimum the first five (5) requests for any given day will be approved
17 except that if up to two of these requests are FMLA, OFLA and Worker's
18 Compensation leaves known at the time the schedule is created they will be
19 counted in the five (5) request total. This number of total requests will
20 increase to six (6) if hospitalist daily core staffing exceeds twenty-one (21).
21 In addition, if there are multiple requests for time off to attend the same
22 conference preference will be given to the Hospitalist who did not attend the
23 same conference the prior year.
- 24
- 25 2. All requests beyond the first five (or six) requests will be considered in the

1 order received with approval by the Director, Medical Director, or Designee.

1 **ARTICLE 13 – LEAVES OF ABSENCE**

2 **13.1** The Employer shall grant Hospitalists leaves of absences in accordance with
3 applicable state and/or federal law. Statutory leaves include Family Medical Leave
4 Act (FMLA), Oregon Family Leave Act (OFLA), Victims of Certain Crimes Leave
5 Act, Military Leave, Spousal Military Leave (Oregon Military Family Leave Act) and
6 Worker’s Compensation.

7
8 **13.1.1** The Employer will administer leaves of absence and maintain policies
9 in accordance with state and federal law.

10
11 **13.1.2** Each hospitalist is eligible for paid sick leave per the Oregon Paid Sick
12 Leave Law, ORS 653.601 – 653.661 (2016).

13
14 **13.2** Upon a return from a statutory leave of absence, a Hospitalist will be
15 returned to their former position. In addition, a Hospitalist will receive the rate of
16 pay and benefit accrual as prior to the leave of absence.

1 **ARTICLE 14 – SEVERABILITY AND MUTUAL AGREEMENT**

2 14.1 In the event that any provision of this Agreement shall at any time be declared
3 invalid by any court of competent jurisdiction or through government resolution or
4 decree, such decision shall not invalidate the entire Agreement, it being the express
5 intention of the parties hereto that all other provision not declared invalid shall
6 remain in full force and effect.

7
8 14.2 The terms of this Agreement may also be amended by mutual consent of the
9 Parties in writing at any time during its term.

ARTICLE 15 – SUBCONTRACTING

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15.1 Before subcontracting work currently performed by hospitalists in the bargaining unit, the Employer will provide the Union at least 120 calendar days' notice of its intent to subcontract the work and will provide the union with an opportunity to meet and discuss this impending decision and to bargain over the impact of the decision on the bargaining unit hospitalists within the 120-day period. Hospitalists who are notified of elimination of their position as a result of subcontracting may elect to receive severance benefits at the director level in accordance with the terms of the Employer's severance policy, as determined by the Employer in its sole discretion. This provision shall not apply to 1) work done on an occasional or temporary basis by non-bargaining unit personnel, including locums; 2) existing work that has customarily been subcontracted; 3) overload work that does not result in a reduction in FTE status of any hospitalists; or 4) new work that cannot feasibly be performed by bargaining unit hospitalists; the feasibility of bargaining unit hospitalists performing the work will be presented and discussed at the HMRC.

15.2 If there is a need to shift bargaining unit FTE among units in order to meet patient care needs, the issue will be brought to the Hospital Medicine Resource Committee for discussion

1 **ARTICLE 16 – DURATION OF AGREEMENT**

2 .

3 16.1 Duration. This Agreement shall be effective the first full payroll period following
4 its ratification by the Hospitalists, except as otherwise specifically provided for
5 herein, up to and including October 31, 2024 and from year to year thereafter if no
6 notice is served as hereinafter provided.

7

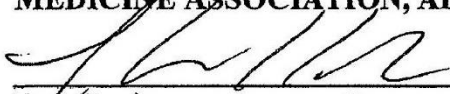
8 16.2 Modification/Termination Notice. If either party wishes to modify or terminate
9 this Agreement, it shall serve notice of such intention upon the other party no more
10 than one hundred twenty (120) days and no less than ninety (90) days prior to the
11 expiration or subsequent anniversary date.

SIGNED January 24 of 2019

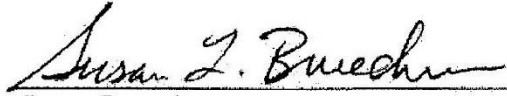
SIGNED January 16 of 2019

AMERICAN FEDERATION OF
TEACHERS LOCAL 6552, THE PACIFIC
NORTHWEST HOSPITALIST
MEDICINE ASSOCIATION, AFL-CIO

PEACEHEALTH SACRED HEART
MEDICAL CENTER



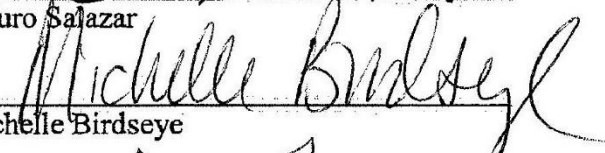
Tom Doyle



Susan Bruechner



Arturo Salazar



Michelle Birdseye



David Schwartz



Claire Syrett

1

1 **MEMORANDUM OF UNDERSTANDING – ONE**

2 **Smart Phone Policy**

3 This is a Memorandum of Understanding (“MOU”) between PeaceHealth Sacred
4 Heart Medical Center (the “Employer”) and the American Federation of Teachers
5 Local 6552, the Pacific Northwest Hospitalist Medicine Association, AFL-CIO (the
6 “Union”).

7
8 The Parties recognize that based on the communication needs for delivery of adult
9 in-patient medicine, Hospitalists should be provided a smart phone. On this basis,
10 effective June 23, 2015, the following policy regarding providing smart phones for
11 Hospitalists in the bargaining unit will be implemented and remain in effect through
12 the term of this Agreement.

- 13
14 1. The Employer will provide Hospitalists a smart phone.
15 2. The Employer would own the smart phone and provide the smart
16 phone plan.
17 3. Limited personal use by the Hospitalist would be allowed.

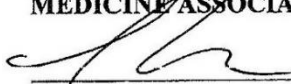
18
19 The terms of this MOU may be modified, canceled or an entirely new smart phone
20 policy implemented through subsequent agreement between the Parties.


SIGNED January 24 of 2019


SIGNED January 16 of 2019

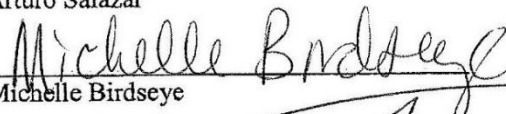
AMERICAN FEDERATION OF
TEACHERS LOCAL 6552, THE PACIFIC
NORTHWEST HOSPITALIST
MEDICINE ASSOCIATION, AFL-CIO


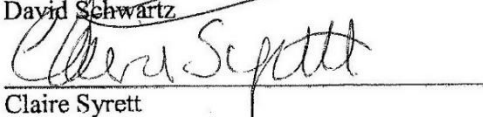
PEACEHEALTH SACRED HEART
MEDICAL CENTER


Tom Doyle


Susan Bruechner


Arturo Salazar


Michelle Birdseye


David Schwartz

Claire Syrett

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MEMORANDUM OF UNDERSTANDING – TWO

Bonus

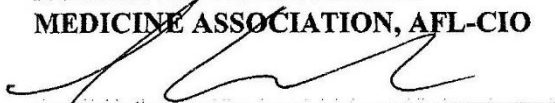
Upon ratification of 2018 negotiations each hospitalist will receive a onetime bonus of \$1500, less applicable tax and other required deductions, paid the first full pay period after 30 days following ratification.

SIGNED January 24 of 2019

SIGNED January 16 of 2019

**AMERICAN FEDERATION OF
TEACHERS LOCAL 6552, THE PACIFIC
NORTHWEST HOSPITALIST
MEDICINE ASSOCIATION, AFL-CIO**

**PEACEHEALTH SACRED HEART
MEDICAL CENTER**




Tom Doyle



Susan Bruechner



Arturo Salazar



Michelle Birdseye



David Schwartz



Claire Syrett

8
9

1 **LETTER OF UNDERSTANDING**

2 **Tail Insurance**

3 The Medical Center agrees to provide Tail Insurance as outlined below or
4 equivalent:

5
6 Coverage for Independent Professional Services. Unless PeaceHealth provides
7 insurance for Physician’s independent patient care services as specified in Section
8 4.5.1, Physician shall procure and maintain professional liability insurance covering
9 such activities in a form acceptable to PeaceHealth with liability limits of not less
10 than One Million and No/100 Dollars (\$1,000,000) per occurrence and Three Million
11 and No/100 Dollars (\$3,000,000) in the aggregate. Physician shall provide System
12 Risk Management with the certificate of insurance evidencing the insurance
13 coverage required under this Section and providing for not less than thirty (30) days’
14 notice to system Risk Management of the cancellation of such insurance. Physician
15 shall promptly notify System Risk Management of any cancellation, reduction, or
16 other material change in the amount or scope of any coverage required under this
17 Section.

18
19 Tail Coverage for Independent Professional Services. If the medical professional
20 liability coverage procured pursuant to Section 4.5 .1.1 is on a “claims made” rather
21 than “occurrence” basis, Physician shall, upon ceasing of independent medical
22 professional services, obtain extended reporting malpractice insurance coverage
23 (“tail coverage”) or prior acts medical professional liability coverage (“nose
24 coverage”) for all claims relating to Physician’s independent medical professional
25 services in a form acceptable to PeaceHealth, with liability limits of not less than
26 One Million and No/100 Dollars (\$1,000,000) per occurrence and Three Million and
27 No/100 Dollars (\$3,000,000) aggregate. Physician shall provide System Risk
28 Management with proof of such tail coverage, upon reasonable request.

29
30 Change of Carriers. If during the term of this Agreement, PeaceHealth opts to
31 change the professional liability insurance carrier for Physician as set forth in
32 Section 5.2.1, it shall either secure a “retro” clause in such coverage (i.e., “nose”
33 coverage) or shall purchase tail insurance with equivalent coverage to the prior

1 policy for errors or omissions arising from professional services rendered by
2 Physician under this Agreement prior to the effective date of the new professional
3 liability insurance policy.

4

5 Termination of Agreement. If this Agreement is terminated by PeaceHealth pursuant
6 to Sections 7.2.2, or 7.3 due to a cause attributable to Physician, Physician agrees
7 to reimburse PeaceHealth for the tail insurance premium and all reasonable costs
8 related to securing tail insurance for Physician. If Physician's employment is
9 terminated other than pursuant to Sections 7.2.2 or 7.3 due to a cause attributable
10 to Physician, the Parties shall share cost of tail insurance that PeaceHealth
11 procures for Physician as 33 1/3% of the tail insurance premium, (ii) if during the
12 second year, PeaceHealth shall pay 66 2/3% of the tail insurance premium, (iii) if
13 during any subsequent year, PeaceHealth shall pay 100% of the tail insurance
14 premium. Physician further agrees that PeaceHealth may set off such amounts
15 Physician owes from any and all amounts due to Physician, including salary and
16 bonuses. Physician shall reimburse PeaceHealth for any and all amounts remaining
17 due following such set-off.

18

PeaceHealth Sacred Heart Medical Center

By: Susan L. Zuehl Date: 16 January 2019

19

20

1 **LETTER OF UNDERSTANDING**

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3 The Medical Center agrees to provide Tail Insurance as outlined below or
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11 and No/100 Dollars (\$3,000,000) in the aggregate. Physician shall provide System
12 Risk Management with the certificate of insurance evidencing the insurance
13 coverage required under this Section and providing for not less than thirty (30) days’
14 notice to system Risk Management of the cancellation of such insurance. Physician
15 shall promptly notify System Risk Management of any cancellation, reduction, or
16 other material change in the amount or scope of any coverage required under this
17 Section.

18
19 Tail Coverage for Independent Professional Services. If the medical professional
20 liability coverage procured pursuant to Section 4.5 .1.1 is on a “claims made” rather
21 than “occurrence” basis, Physician shall, upon ceasing of independent medical
22 professional services, obtain extended reporting malpractice insurance coverage
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27 No/100 Dollars (\$3,000,000) aggregate. Physician shall provide System Risk
28 Management with proof of such tail coverage, upon reasonable request.

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16 bonuses. Physician shall reimburse PeaceHealth for any and all amounts remaining
17 due following such set-off.

18

PeaceHealth Sacred Heart Medical Center

By: Susan L. Zuehl Date: 16 January 2019

19

20

1 **MEMORANDUM OF UNDERSTANDING**

2 Reconciliation of Minimum Shifts

3

4 In order to ensure that individual hospitalists meet their minimum shift requirements,
5 the Labor Management Committee shall develop a mutual agreed upon process to
6 ensure that minimum shift requirements are being met in a timely fashion.

7

8

9

1 IN WITNESS WHEREOF the parties have hereunto executed this agreement on the
2 following dates:

Pacific Northwest Hospital Medicine Association

Claire Syrett

Tanmay Samant

Mollie Skov Ortega

Marc Zarraga

Will Emerson

Julius Laban

Dave Schwartz

Sarah Malins Karasch Barry

Charlotte Yeomans

Elena Shin

Adrienne Nicklin

PeaceHealth Sacred Heart Medical Center

Marie Stehmer

3