

LABOR AGREEMENT

between

OREGON NURSES ASSOCIATION

and

LEGACY MEDICAL GROUP (LEGACY EMANUEL MEDICAL CENTER AND
LEGACY GOOD SAMARITAN MEDICAL CENTER)

_____, 2025

through

_____, 2028

Bargaining Unit: Advanced Practice Providers

*LMG Proposal on All Items
(June 26, 2025 4:10 p.m.)
Updated Sections are Highlighted*

Note: This proposal is based on the Employer's current understanding of the issues as of the date of the proposal. By making such proposal, there is no intention to foreclose other proposals based on different understandings that may develop during negotiations or changes in business or other circumstances. Additionally, proposals as to individual items should be considered as part of an overall package and not severable from the package unless the Company consents (i.e., no cherry-picking). The Company reserves the right to change, modify, amend, or withdraw any proposals in the future.

1 **AGREEMENT**

2
3 This Agreement is between the Oregon Nurses Association, hereinafter called "Union," and
4 Legacy Clinics, LLC dba Legacy Medical Group, hereinafter called "Hospital" or "Employer."

5
6 **PREAMBLE**

7 The parties enter into this Agreement to secure and preserve the rendition of uninterrupted patient
8 care in an atmosphere of harmony between the Hospital management and the Advanced Practice
9 Providers (APPs) employed by it. This Agreement is entered into _____, 202_, and to remain in
10 effect until and through the anniversary date of _____, 202_, and from year to year thereafter until
11 the Association or Hospital modifies or terminates this Agreement by giving the other party notice in
12 writing of its intention to do so not less than 90 days prior to the above expiration date or of every
13 succeeding _____ anniversary date thereafter.

14
15 **ARTICLE 1 – DEFINITIONS**

16
17 A. For the purposes of this Agreement, "Advanced Practice Provider" or "APP" is an
18 independent licensed Nurse Practitioner or Physician Assistant/Associate employed by the Hospital
19 at either Legacy Emanuel Medical Center and/or Legacy Good Samaritan Medical Center.

20
21 **ARTICLE 2 – RECOGNITION and UNION MEMBERSHIP (TA 9.16.24)**

22
23 2.1 Recognition. As provided for in the Certification of Representative issued by Region 19 of the
24 National Labor Relations Board in Case No. 19-RC-331464, the Employer recognizes the Oregon
25 Nurses Association (Union) as the exclusive collective bargaining agent and representative for all
26 full-time, regular part-time and supplemental/per diem Nurse Practitioners and Physician Assistants
27 employed by the Employer in its Behavioral Health, Cardiology, Cardiothoracic Surgery, ECMO,
28 Neurosurgery, Palliative Care, Pulmonary Critical Care, Trauma Surgery and Vascular Surgery
29 departments in its acute care Hospital Legacy Good Samaritan Hospital located at 1015 NW 22nd
30 Avenue, Portland, Oregon and its acute care hospital Legacy Emanuel Medical Center located at
31 501 North Graham Street, Portland, Oregon; excluding all other employees, nonprofessional
32 employees, technical employees, managerial employees, office clerical employees, confidential
33 employees, and guards and supervisors as defined in the Act.

1
2 2.2 Membership. A bargaining unit employee employed on or after the effective date of this
3 Agreement will have the option to join the Union, or to pay an agency fee in lieu of membership, by
4 completing the application provided by the Union. Employees shall have the right to join the Union,
5 as well as the right to refrain from any or all such membership activities, as provided in Section 7 of
6 the National Labor Relations Act. Accordingly, bargaining unit employees who are members or
7 paying agency fees shall be allowed to discontinue their dues or fee deductions at any time with thirty
8 (30) days notice to the Union and Employer.

9
10 2.3 Dues deduction. The Employer will deduct Union membership dues from the regular
11 paychecks of each employee who voluntarily agrees to such deductions and who submits an
12 appropriate written authorization form to the Employer. The amount of the deduction shall either be
13 in a fixed and standard amount or a fixed and standard percentage for each paycheck, without
14 variation, subject to one change annually by the Union. Deductions shall be remitted monthly to the
15 Union with a list of those employees authorizing deductions.

16
17 2.4 Indemnity. The Union shall be obligated to hold the Employer and its officers, employees, and
18 agents, free and harmless from any claims or damages from any party whatsoever for making dues
19 deductions in accordance with this article. Further, the Union shall pay for the defense of any such
20 action against the Employer and shall indemnify the Employer against any and all claims or damages
21 which may originate from the dues deduction process.

22 23 **ARTICLE 3 - UNION RIGHTS (TA 9.16.24)**

24
25 A. Employee Lists: Once per quarter, the Employer shall furnish to the Union a current list of all
26 bargaining unit APPs, including name, home address, employee identification number, phone
27 number on record, hire date, pay rate, department and classification. Additionally, the Employer shall
28 provide timely notice of new hires into positions in the bargaining unit, along with the requisite contact
29 and other information.

30
31 B. Union Access to Hospitals: Without interrupting normal Hospital work and patient care
32 routine, duly authorized representatives of the Association shall be permitted at reasonable times
33 on at least 24 hours' prior written or emailed notice, or less, if 24 hours is not feasible, to the
34 Employee Relations Consultant to enter the facilities where bargaining unit employees are

1 working for the purposes of transacting Union business and observing conditions under which
2 APPs are employed. It is understood that Union business beyond brief notifications will be
3 conducted outside patient care areas. Visits of more than ten minutes will take place in the public
4 cafes (if open to visitors), other public location, or in available conference rooms. Union business
5 must be conducted on APPs non-work time.

6
7 C. No Loss of Pay for Certain Union Activities: Designated APP representatives or stewards
8 will be permitted to attend investigatory or disciplinary meetings with Hospital representatives
9 without loss or docking of pay for such time. Additionally, designated APP representatives or
10 stewards will be allowed reasonable time during the work day to investigate potential grievances
11 and provide orientation information for new employees, provided such activities do not delay,
12 compromise, or otherwise interfere with patient care and other work activities normally required of
13 the APP. "Reasonable time" generally means no more than 20 minutes, but may be more or less
14 depending on the time of day and the clinical responsibilities of the APP. It is also understood that
15 designated representatives and stewards will normally perform most union activities and
16 responsibilities while off-duty, and will not be provided extra compensation by the Hospital to
17 conduct such union activities and responsibilities.

18
19 D. Bulletin Board. The Hospital shall permit the Union to post one (1) 36X24 bulletin board in
20 each non-public/non-patient care breakroom in units where APPs work for posting of Union notices
21 and newsletters. The content of such messages will be limited to official Union business, and shall
22 not contain content that is inflammatory, libelous, or offensive in nature to a reasonable person.

23
24 E. No Strike/No Lockout. The Union and the APPs relinquish the exercise of the right to
25 strike and to use any other measures such as walk out, sympathy strike, slowdown, work
26 stoppage or any other interference with the performance of work of any nature. Additionally, the
27 Union and APPs relinquish the right to engage in any picketing, leafletting, and other publicity
28 campaigns in support of any grievance or other matters within the scope of this Agreement or
29 the terms and conditions of their own employment (provided that nothing shall be construed to
30 limit the APPs' rights or responsibilities regarding patient advocacy or other matters outside the
31 scope of this Agreement or collective bargaining). The Hospital, recognizing the Union's and
32 APPs' relinquishment of these rights, agrees to comply with all terms of this Agreement and
33 agrees not to engage in any lockout of employees during the term of this Agreement.

1 **ARTICLE 4 – MANAGEMENT RIGHTS (TA 10.15.24)**
2

3 4.1 Subject to the express terms and conditions of this Agreement, the management of the
4 hospitals and the direction of the work force is vested exclusively in the Employer. Such
5 management and direction shall include the rights to determine qualifications necessary and to
6 hire, classify, orient, and train employees; to assign work; to transfer, temporarily float, and
7 promote employees; to discipline, suspend, and discharge employees for just cause, and to
8 maintain discipline and efficiency of its employees; to relieve employees from duty because of
9 lack of work or for other reasons; to expect reasonable work by employees outside normally
10 scheduled hours consistent with their professional status; to establish standards of
11 performance, productivity and staffing requirements; to promulgate and modify rules, regulations
12 and personnel policies; to determine the nature and extent to which the hospitals and other
13 operations shall be operated and to change such methods or procedures or to use new
14 equipment or facilities; to establish and change job assignments, patient census size, and work
15 schedules, and to determine the starting times and scheduling for each shift; and the right to
16 determine and change the services provided by bargaining unit employees and to extend, limit
17 or curtail its operations, facilities, and hours including the right to utilize the services of
18 subcontractors pursuant to Section 4.3.

19
20 4.2 The Union recognizes that the above statement of management rights is for illustrative
21 purposes only and should not be construed as restrictive or interpreted so as to exclude those
22 prerogatives not mentioned which are inherent to the management function. Further, the
23 Employer's right to exercise any management right is not waived at any time by the Employer
24 having previously abstained from exercising such right (or exercising it in a particular way).

25
26 4.3 Subcontracting. Subcontracting is allowed as a means to augment or supplement
27 bargaining unit hospitalists, including (1) work done on an occasional or temporary basis by
28 non-bargaining unit personnel, including locums, travelers, and other third party agencies; (2)
29 existing work that has been customarily subcontracted; (3) subcontracted work that does not
30 result in a reduction in FTE status of any bargaining unit employee; or (4) work that cannot
31 practically or reasonably be performed by bargaining unit employees. Subcontracting shall not
32 result in the layoff of any bargaining unit hospitalist except in extraordinary circumstances where
33 patient care cannot practically be delivered in the absence of subcontracting.
34

1 4.4 Employer policies shall not conflict with the express terms of this Agreement. Such policies
2 are available for review on Legacy's intranet. References to Employer policies in this Agreement
3 refer to the Legacy Policy then in effect, and as may be amended from time-to-time.
4

5 **ARTICLE 5 – CORRECTIVE ACTION (TA 10.03.24)**
6

7 A. APPs are expected to comply with all reasonable Employer policies and expectations for
8 conduct and performance. APPs are responsible for knowing the rules and standards for individual
9 behavior. Failure to comply with such policies and expectations shall result in corrective action as
10 set forth below.
11

12 B. Upon request, APPs will be permitted to access their own personnel file.
13

14 C. All corrective action shall be for just cause. Corrective action can be based on a single
15 incident, repeated or continued instances of a failure to meet performance or conduct standards,
16 and/or overall failure to meet performance or conduct standards. Where appropriate, the principles
17 of progressive discipline shall apply to corrective action. Separate progressive corrective actions
18 are not required for each issue or incident. Depending on the severity of the incident, any step,
19 including termination, may be an appropriate first action. Progression through each of the action
20 steps is not automatic or required. In determining the appropriate corrective action step, the
21 Hospital will consider the severity of the offense, the number of prior offenses, the time period
22 between offenses, and any other relevant criteria.
23

24 D. All levels of corrective action shall be documented in writing. An APP shall receive a copy
25 of any corrective action that is retained in the personnel file after signing the document indicating
26 receipt of a copy.
27

28 E. The Employer encourages staff to express their professional opinions, and encourages an
29 open and free exchange of ideas and opinions in the interest of providing optimum care to patients.
30 No employee will suffer adverse action due to expressing a differing professional opinion in a
31 reasonable, respectful, and professional manner, and within the parameters of the APP's
32 appropriate role in the decisionmaking hierarchy.
33

34 F. No Employee shall be subject to disciplinary action or separation for reasonable, good
35 faith compliance with state and federal laws governing Nurse Practitioners (NPs), Physician

1 Associates (PAs), and Psychiatric Mental Health Nurse Practitioners (PMHNPs) and the
2 licensures thereof.

3
4 G. Employees will have the right to union representation during investigatory interviews that
5 may lead to the discipline of the employee being interviewed. The employee must request the
6 presence of a union representative or steward, and the meeting will not be unreasonably
7 delayed to provide for the presence of any particular representative or steward. It is understood
8 that the role of the representative or steward is to assist and counsel the employee, and that the
9 representative or steward may not interfere with or obstruct the employer's right to interview the
10 employee and get the employee's version of the events under investigation without interruption.

11
12 H. Corrective Action Options:

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

I. An APP subject to discipline will be permitted to submit a letter of explanation to their personnel file and explain how the APP believes a disciplinary action is either inaccurate, fails to account for an important circumstance, or fails to meet the just cause standard.

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

ARTICLE 6 – COMPENSATION (Modified 06.26.25)

6.1 APPs are salaried professionals and will be paid an annual salary across the year in twenty (26) equal biweekly payroll checks or direct deposits.

6.2 Effective upon the first full payroll period following ratification of this Agreement, the salary schedule for APPs in the bargaining unit shall be as set forth in Appendix A.

6.3 Upon hire, employees will be placed on a step in Appendix A commensurate with their years of prior relevant experience consistent with existing practice (for example, 1.0 years of credit for previous APP experience, 0.5 years credit for prior RN experience, etc.). After placement on the salary schedule set forth in Appendix A upon ratification of this Agreement, all employees will receive increases reflecting movement on the salary schedule upon their individual anniversary dates consistent with the current practice for annual salary reviews.

6.4 On the first anniversary and again on the second anniversary of this Agreement, the salary schedule shall be adjusted by 1.5%. The Employer may adjust the salary schedule by a greater amount if, in its sole discretion, it determines that market conditions warrant.

6.5 Employees who work extra shifts shall receive Supplemental Advanced Practice Pay (SAP Pay) in the amount of \$640 (Group 1)/\$680 (Group 2)/\$720 (Group 3) for each extra full day shift (approximating 8 hours) regardless of classification. Under no circumstances does SAP Pay apply to the extension of a regular shift.

1
2 A. Surgical and Medical Specialty APPs. An extra shift is an additional full shift
3 amounting to the greater or lesser part of eight (8) hours worked in addition to the
4 regularly scheduled 80 equivalent hours in a 14 day pay period (less any APL taken
5 during that pay period). Employees may also be paid for a half (.5) shift for the greater or
6 lesser part of an extra four (4) hour time block, or for a one-and-a-half (1.5) shift for the
7 greater or lesser part of an extra twelve (12) hour time block. SAP for the extra shift will
8 be paid on paycheck for that pay period.

9
10 B. Critical Care and Trauma APPs. An extra shift is an additional full shift
11 amounting to the greater or lesser part of eight (8) hours worked in addition to the
12 regular 1824 scheduled hours in a calendar year. Employees may also be paid for a half
13 (.5) shift for the greater or lesser part of an extra four (4) hour time block, or for a one-
14 and-a-half (1.5) shift for the greater or lesser part of an extra twelve (12) hour time block.
15 Quarterly true-ups for extra shifts will be done each calendar quarter for the quarter
16 within 30 days of the end of the quarter with payment of SAP for extra shifts.

17
18 6.6 ECMO Transport Lead. Where an APP serves as the lead on an ECMO transport (i.e.,
19 there is no ECMO-certified physician present), the APP will be paid an additional \$200 for each
20 4 hour increment in recognition of the additional duties and responsibility. This pay is in addition
21 to either regular pay (if done during regularly scheduled hours) or SAP pay (if done on an extra
22 shift).

23
24 6.76 Call Pay. Employees who are on call subject to call back after normal staffing hours will
25 be paid \$125 for weeknight and \$175 for weekend call coverage. In the event of an actual call
26 back, the employee will be paid SAP Pay as provided in Section 6.5.

27
28 6.87 If a new or existing APP believes they were not awarded the correct number of years of
29 experience for prior work, the APP may appeal the step placement. The appeal process is used
30 only to review whether an APP was placed properly at the time of placement, in accordance
31 with the rules in effect at that time. The appeal may not be used to change the rules by which
32 steps were awarded at the time of the placement or under a prior appeal. Rather, it is for the
33 purpose of reviewing the APP's years of experience only. In its sole discretion, the Hospital may
34 increase an APP's step level as a result of its review of the APP's experience. The Hospital's

1 decision in the appeal process is not subject to the grievance procedure.

2
3 6.9 Lead Pay. At the discretion of each department, a lead APP may be designated to aid in
4 scheduling, training, graduate medical education, new provider onboarding and other non-
5 clinical/administrative functions. An APP who has been designated as and performs the duties
6 of a department lead APP will receive an additional 6% in compensation over their normal
7 salary. A lead may or may not be provided administrative FTE for such additional duties
8 depending on the demands of the role.

9
10 6.10. Per Diem/Supplemental APPs. Supplemental, or per diem, APPs do not have any
11 assigned FTE or expected work schedule, and are scheduled or called as needed to fill vacant
12 shifts or schedule gaps, or otherwise meet patient needs. Supplemental APPs need to have
13 reasonable availability and work with sufficient frequency to maintain familiarity with Legacy
14 processes and procedures, as determined by the management of each department.
15 Supplemental APPs will be compensated at an hourly rate consistent with their placement on
16 Appendix A, but shall receive no health & welfare or other fringe benefits, nor any paid time off
17 or other leave benefits. They shall receive the same malpractice benefits as other employees
18 covered by this Agreement.

19 20 **ARTICLE 7 – ANNUAL PAID LEAVE (Modified 06.26.25)**

21
22 7.1 Full time and part-time APPs will earn and may use Employees will continue to be
23 covered by the Employer's Annual Paid Leave (APL) program as specified under this Article and
24 by Employer policy not in conflict with the provisions of this Agreement, including the provisions
25 governing the accumulation and use of APL to arrange for time off from their regular work
26 schedules for purposes of vacation, personal, and sick time off. The management of each
27 department will determine the procedures used for scheduling of time off, including required use
28 during a calendar quarter to coincide with staffing fluctuations and demands, consistent with
29 department needs after due consideration to the input from employees in the practice group or
30 service..

31
32 7.2. **Initial APL balance.** New employees and former employees rehired into an APL eligible
33 position will receive an initial (frontloaded) APL balance of 40 hours.
34

7.2.1 Employees eligible for an initial APL balance will not accrue additional APL until they have worked enough eligible hours to accrue hours equal to the initial front-loaded amount.

7.2.2 If an employee terminates employment before accruing back the front-loaded APL, then no cash out of the remaining APL balance will occur.

7.3 **APL Accrual Rates.** APPs will accrue APL, according to the following table and the months of service from their seniority date defined in Article _ - Seniority:

Months of Service	Accrual Rate (per hour worked)	Maximum Annual Accrual	Maximum APL Bank
0-60	0.100	208	480
61-120	0.1192	248	480
121-180	0.1347	280	480
181-240	0.1424	296	480
241-above	0.1462	304	480

7.3.1 APL accrues on a proportionate basis each two-week pay period.

7.3.2 When employees become eligible for a higher accrual rate, the new rate begins on the first day of the pay period in which the employee's adjusted hire date falls.

7.4. **APL Scheduling.** APL may be scheduled in advance or used to meet emergent personal needs. In scheduling APL in advance, requests for use will be reviewed to ensure that staffing needs can be reasonably met, but shall generally be approved unless there is significant burden placed on the operations of the department. For shift-based employees, before each quarterly schedule is issued, discussion will be had between the employees, scheduler, and management as to expected department shift demands and availability and team requests for and expected employee APL use for the

quarter and for the balance of the calendar year. It is understood that APL usage should try -to accommodate employee requests while meeting overall department staffing needs, and provide for APL use in a fair and equitable manner. to try to maximize use of APL at times desired by the employee and minimize the forced use of APL. It is expected that employees will be scheduled a sufficient amount such that shifts worked and APL use will equal an annualized 2080 hours or pro-rated for employee with <1.0 FTE.

7.5 **Cultural Recognition Day.** Employees are entitled to one employer paid shift per calendar year as a Cultural Recognition Day to be used as a flexible paid day off. For employees with variable shift lengths, the hours paid out by the Employer for Cultural Recognition Day are equivalent to the hours of the shortest regular shift.

7.6 **Holidays.** It is understood that APL allowances are meant to cover paid time off on holidays. Any employee off work due to the closure of their department, service, or clinic, on a holiday occurring on a day which they would regularly be scheduled to work will have APL applied to cover the day off.

ARTICLE 8 - PROFESSIONAL DEVELOPMENT AND EDUCATION (Revised 06.26.25)

8.1. Allowance and Time. During the term of this Agreement, the Employer will maintain its current policies governing professional development and education, including those governing time off and reimbursement of expenses. The essential elements of such policy include APPs shall have the following continuing medical education (CME) benefits shall:

- All APPs of .6 FTE or higher shall receive an annual allowance of \$4000 for approved CME expenses under its policies to cover the following expenses:
 - High quality educational sessions with CME-category 1 accreditation.
 - Purchase of medical information resources
 - Dues for medical societies/organizations
 - Board certification expenses, registrations and preparation courses
 - Online classes/activities with documentation of completed testing component – 1 CME hour per Category 1 credit. (Travel expenses are not reimbursed for online

classes).

- o Stethoscopes (or other medical equipment approved by manager) -up to \$250/year
- o Electronic devices (computers, laptop, tablet, phone, smartwatch) up to \$1000/year

- . If the annual CME allowance is not fully utilized by the end of the fiscal year, up to 50% of the prior year's allowance may be carried forward to be used at a future date with a maximum amount of 1.5 times the amount of the annual CME allowance.
- All APPs of .6 FTE or higher shall receive a pro rata amount of time up to 40 hours of paid time each year to complete their professional educational requirements (i.e., 1.0 FTE receives 40 hours, .9 FTE receives 36 hours, etc.). CME time may only be used for attending accredited CME courses with category one credit including board recertification. If attending an online accredited CME course, you will receive one hour per category 1 credit with submission of documentation of completion. Self-study without category 1 credit is not eligible.

The Employer may increase the benefits under such policies applicable to APPs, but will notify the Union in the event of any such increases.

8.2. Required education and training. The Employer shall provide a reasonable opportunity for Employees to obtain their required education and attend inter-disciplinary emergency drills, either during the Employee's normal hours of work, or as authorized paid time away from patient care responsibilities. Such opportunity will also be afforded to Employees who are returning from protected leave and prior to performing patient care. Employees who fail to comply with mandatory and regulatory-required certification, licensure, education and testing will be placed on unpaid suspension for up to 15 days until they have achieved compliance, after which disciplinary proceedings may be initiated. Non-compliance will be grounds for disciplinary action up to and including discharge.

8.3 Renewal of Required Licensing and Certifications. The Employer will pay the cost of renewing the following licenses and certifications (if required) for all incumbent APPs (i.e.,- renewals after initial hire) during the term of this Agreement: NP, NRP, PA, RN, DEA, BLS, ACLS, ATLS, ELSO, STEPSS, **PALS, FCCS, E-EAC.**

1 ~~During the term of this Agreement, the Employer will maintain its current policies governing~~
2 ~~professional development and education, including those governing time off and reimbursement~~
3 ~~of expenses. All APPs of .6 FTE or higher shall receive an annual allowance of \$4,000 for~~
4 ~~approved CME expenses under its policies. The Employer may increase the benefits under~~
5 ~~such policies applicable to APPs, but will notify the Union in the event of any such increases.~~

7 **ARTICLE 9 - HOURS OF WORK (Revised 05.27.25)**

8
9 **9.1 Pay period.** The pay period is Sunday, 12:01 a.m. through the following
10 Saturday at 12:00 midnight. Employees shall be paid at least as frequently as the
11 current bi-weekly payroll unless the parties mutually agree otherwise.

12
13 **9.2 Regular hours of work.** The normal scheduled workweek for a full-time
14 exempt employee in Surgical and Medical Specialties is considered to be 40 hours
15 (actual hours worked and APL), and for part-time exempt employees the proportion of
16 40 hours equivalent to their FTE designation. The normal quarterly schedule for a full
17 time-time exempt employee in Trauma and Critical Care is ~~456 hours per quarter [or~~
18 ~~520 hours per quarter (actual hours worked and APL)]~~, and for part-time exempt
19 employees the proportion of 520 hours equivalent to their FTE designation. All
20 bargaining employees are salaried exempt and are thus not paid based strictly on hours
21 worked, but are eligible for extra compensation for certain extra work as provided in
22 Article 6. "True up" for quarterly extra work and deficits will be performed based on the
23 department standards in place at ratification, unless otherwise agreed.

24
25 **9.3 Scheduling.** Schedules in each department are intended to be issued at
26 least 30 days in advance of the start of the quarter. APPs will submit their requests for
27 shifts to work and/or days off at least 60 days in advance of the start of the next quarter.
28 The process is intended to allow for the designated scheduler ~~(e.g., department~~
29 ~~manager, medical director, or lead APP)~~ to prepare the schedule to meet all required
30 staffing needs of the department while attempting to accommodate employee requests
31 as reasonably practical. To the extent conflicts may exist, additional input should be
32 solicited from the employees. Remaining conflicts should be resolved based on

equitably distributing favored and disfavored schedules and/or requested days off. All schedules are subject to management approval.

9.4 Shift differentiation. Day and night shift lengths are defined by each department and included in the APPs job description. For the purposes of this agreement, weekdays begin at 0500 Monday and continue through 1700 on Friday. Nights begin daily at 1700 and end at 0500. A shift will be considered a night shift, a weekend shift or a weekend night shift if more than 50% of the scheduled hours of the shift meet the definitions herein.

9.5 Weekends. The number of weekends an APP will be required to work each quarter will be based on departmental need and detailed in the relevant job description. Weekend shifts will be distributed as evenly as possible among all providers in a classification, specialty and department over a month, quarter, or year, taking into account employee requests for days off and/or to work more than the standard hours for their FTE amount.

9.6 Schedule Changes Between Day/Night Shifts. An APP will be provided a minimum of 24 hours to recover between being scheduled for a night shift and day shift.

9.7 Night shift rest. APPs are expected to remain alert and engaged for the duration of their shift. Periods of rest while remaining on hospital property is allowed for those working night shifts after ensuring there are no active patient issues.

ARTICLE 10 - EMPLOYMENT STATUS, SENIORITY, and VACANCIES

(TA 10.15.24)

A. An APP employed by the Hospital shall be considered a probationary employee for the first twelve (12) months after their date of hire (i.e., commencement of employment) , and is subject to corrective action under Article 5 (up to and including termination) without recourse to the arbitration procedure in Article 13B below to challenge whether the termination was for just cause under

Article 5. All other provisions of this Agreement will apply to such probationary employees. Probationary employees may be terminated from employment at any time in the twelve (12) month probationary period (i.e., it is not a guarantee of employment for a specific term).

B. All APPs shall give the Hospital as much notice of intended resignation as possible to allow for the orderly hiring of replacements. Given the duration of necessary credentialing, a 90-day notice is preferred.

C. As of the effective date of this Agreement, "seniority" is calculated based on total years of service worked as an APP in a department of LMG or an affiliated Legacy operation.

In the event two or more employees have the same seniority, seniority of the one as against the other shall be determined by giving the greater seniority credit to the employee with the longer total length of Legacy employment in any other position. If a tie remains, then by the total length of APP licensure in either Oregon or Washington, whichever is older.

1. Loss of Seniority: An APP shall lose all seniority rights for any of the following reasons: Termination, voluntary resignation, retirement. An APP shall also lose seniority rights after twelve consecutive months on layoff status.
2. Service Outside the Bargaining Unit: An APP covered by this Agreement who, without a break in employment by the Hospital or an affiliated LMG operation, enters non-bargaining unit employment that is not covered by this Agreement and returns to a bargaining unit position, shall retain all previously earned seniority under this Agreement. Reinstatement of previously accrued seniority will not apply until after the non-bargaining unit APP's return to the bargaining unit.
3. Seniority and Wage Reinstatement: A bargaining unit APP who terminates from employment and is rehired to a position covered by the Agreement within 12 months will (a) be returned to a wage no lower than the previously paid wage and (b) will have their seniority reinstated.

D. Vacancies. Where the Employer seeks to fill open positions within the bargaining unit, current bargaining unit employees will have priority application and interview preference for positions for which they are qualified. An employee is qualified for a position if the employee is either immediately ready to perform the essential functions of the position or is deemed by the

1 Employer as having the skills, ability, background and suitability to perform the functions within
2 a standard period of onboarding for the department.

3
4 Interested employees can apply for vacancies by submitting their application as
5 described on the position posting. Applicants who are deemed qualified candidates will have
6 an initial phone screening following established HR procedures for screening, interviewing, and
7 hiring with priority interviewing of qualified bargaining unit employees who are interested in filling
8 the vacancy. APPs are encouraged to provide input and collaborate with management
9 regarding hiring processes, and one or more APPs will normally participate in the interviewing of
10 candidates for vacancies in their department. The Employer retains the right to hire the
11 candidate deemed most qualified in its discretion either from within or from outside the
12 bargaining unit.

13 E. Job Offer Letters. Job Offers will be in writing and include job title, department,
14 compensation, and FTE, and will include current expectations of call responsibility,
15 schedule type (M- F, variable, weekends/ holiday, nights), shift length (8, 10, 12,
16 variable), and primary location(s) of work. To the extent the job offer is materially
17 different from the expectations set forth in the original job posting, such differences will
18 be communicated to the candidate prior to sending the written job offer.

19 **ARTICLE 10A – LAYOFF AND RECALL (TA 10.15.24)**

20

21 **Layoff/FTE Reduction Procedure.** The Employer retains the right to determine
22 whether a reduction in personnel is necessary, the timing of such reduction, the number of FTEs
23 to be eliminated, and in which departments such reductions will occur. Subject to this right, the
24 Employer may lay off employees according to the following procedure.

25
26 **Definition of Layoff.** “Layoff” shall be defined as an involuntary separation from
27 employment, an involuntary reduction in allocated FTE amount that changes an employee’s
28 benefit status, or an involuntary reduction in an employee’s FTE status of .5 FTE or more, for an
29 indefinite period of time. A layoff will also include situations where a restructuring of operations
30 requires employees to relocate or transfer to a substantially different facility or office location
31 from which they were hired or subsequently voluntarily moved, in which case the employee may
32 elect layoff in lieu of a voluntary transfer.

1
2 **Notice of layoff.** Following its determination of the number of FTEs to be eliminated in
3 each unit or workplace, the Employer shall give written notice to the affected employee(s) and
4 the Union of the pending layoff at least sixty (60) days before the effective date, stating the
5 reason(s) for the layoff. The Employer may, prior to providing such notice, solicit volunteers for
6 layoff in order of seniority among the affected employees. Employees who volunteer shall be
7 eligible for severance pay as provided below.

8 Employees whose FTE status is involuntarily reduced without constituting a layoff as
9 defined above will be notified of the pending action at least fourteen (14) calendar days before
10 the effective date.
11

12 **Option of employee notified of FTE reduction.** An employee notified of an involuntary
13 reduction that changes their benefit status may elect to remain in their reduced FTE position or
14 follow the layoff procedure.
15

16 **Order of layoff.** The order of layoff within each department shall be:

- 17 (1) volunteers (with most senior having priority);
18 (2) part-time APPs as defined by less than 0.6 FTE (by inverse order of
19 seniority)
20 (3) APPs having 0.6 or more FTE (by inverse order of seniority).
21

22 **Election to fill vacant position in lieu of layoff or to take severance pay.** Employees
23 notified of an impending layoff may elect either to fill a vacant position for which they are
24 qualified from among the list of available APP positions, or to be laid off with severance.
25 Employees shall have seven (7) calendar days from receipt of such notice in which to notify
26 Human Resources of their selection. If more than one employee is interested in filling an open
27 vacant position, eligible employees shall be selected in order of seniority provided skills,
28 abilities, qualifications, and background are reasonably equal.
29

30 **Qualified.** For purposes of this article, an employee is qualified for a position if the
31 employee is immediately ready to perform the essential functions of the position or is deemed
32 by the Employer as having the skills, abilities, and qualifications to perform the functions within a
33 standard period of onboarding for the department.
34

1 **Recall.** Laid off employees will be placed on a recall list. While on a recall list, laid off
2 employees will be eligible to be employed as preferred supplemental APPs to cover available
3 shifts for which they are qualified.

4 Laid off employees will remain on the recall list for one (1) year, until they have been
5 recalled to the APP department from which they were laid off or refuse a recall to the APP
6 department from which they were laid off.

7 Laid off employees will have the right to be recalled or to refuse recall to any available
8 position for which they are qualified by licensure and could become proficient within the
9 standard period of onboarding. If a laid off employee accepts a recall to a position other than the
10 position in the APP department from which they were laid off, they will remain on the recall list
11 until recalled to the APP department from which they were laid off.

12
13 **Rate of Pay on Recall from Layoff.** When an employee is recalled from the layoff list to
14 a bargaining unit position, the employee shall be paid at the salary commensurate with their
15 experience.

16
17 **Severance Pay and Benefits Upon Layoff.** Bargaining unit APPs will participate in
18 Legacy's Employee Severance Policy (Policy # 500.819) under the same conditions as other
19 employees in the same or similar classifications at other hospitals within the system. Any APPs
20 who elect to participate in Legacy's Employee Severance Policy (Policy # 500.819) will waive
21 any right to placement or recall under this Article 10. Nothing in this agreement shall prevent
22 the Employer, at its discretion, from offering a severance benefit of greater value.

23 24 **ARTICLE 11 - LEAVES OF ABSENCE (Revised 06.26.25)**

25
26 11.1 It is the intent of the Hospital to comply with all applicable federal and state laws regarding
27 leaves of absence, including the federal Family and Medical Leave Act, Uniformed Services
28 Employment and Reemployment Act, Oregon Sick Leave, Oregon Family and Medical Leave Act,
29 and other laws and regulations. Those leaves will be administered by Legacy consistent with legal
30 and regulatory compliance pursuant to policies and procedures established by Legacy for all
31 employees, and employees in the bargaining unit will receive the same benefits and follow the
32 same procedures as other Legacy employees. Additionally, with respect to other leaves not
33 required by law (or where benefits exceed those required by law), bargaining unit employees will
34 be eligible to receive the same leave benefits and subject to the same procedures and conditions

1 as other similarly-situated non-bargaining unit APPs and similar salaried professionals (e.g., jury
2 leave, bereavement leave). It is understood such benefits and the requirements and conditions
3 related to such benefits may be changed by Legacy provided it is changed in the same manner for
4 other similarly-situated employees. Yearly shift requirements shall be proportionally adjusted for
5 leaves of absence under this Article.

6
7 **11.2 Use of APL During Protected Leave.** To the extent permitted by law, where provisions
8 of the `FMLA and/or OFLA apply, the employee will be required to use any available APL
9 concurrently with the protected leave. Employees receiving pay under Paid Leave Oregon -may
10 use APL in the amount that supplements their Paid Leave Oregon state benefits to reach their
11 full regular pay.

12
13 **11.3 Time Spent in Legal Matters.** It is understood that, due to the nature of the patient work
14 performed, employees may from time to time be required to participate in legal proceedings
15 relating to patient claims. Time spent in legal proceedings (e.g., trials, hearings, depositions,
16 and preparation for the same), either in response to a subpoena or in cooperation with Legacy
17 counsel, will be compensated by the Employer at the regular rate of pay of the employee (either
18 by treating the hours as replacing time on a regular work day/shift or by providing additional pay
19 if on a scheduled day off).

20
21 **11.4 Jury service.** Employees will have no loss of pay due to previously scheduled work time
22 missed due to jury duty, and will not be required to make up the lost time from work. For night
23 shift employees, affected shifts shall include the shift beginning the night before jury duty and
24 the shift beginning the day of jury duty. In the event the employee is released from jury duty for
25 a day in which the employee would otherwise be required to work, and where a sufficient period
26 of time would reasonably permit a day shift employee to report for one-half (1/2) or more of the
27 day shift, or a night shift employee to receive ten (10) hours rest between release from jury duty
28 and the start of the employee's shift, then the employee must contact their manager to
29 determine if the employee will be required to report for work for their regular scheduled shift.

30
31 **11.5 Leaves of Absence Without Pay and Benefits.** An employee may request a leave of
32 absence without pay and without benefits, not to exceed one (1) year, for a leave of absence
33 not covered elsewhere under this article. Requests for such leave must be submitted in writing
34 to the employee's department manager or higher level and must establish reasonable

1 justification for approval of the request. Each request will be reviewed and considered for
2 approval by the Employer. however, such leave will not be approved (a) for employees not in
3 good standing, or (b) for an employee who is accepting employment outside the Employer. The
4 Employer shall make every reasonable effort to reinstate an employee returning from a leave
5 granted pursuant to Section 11.5 to their former position. If that position is no longer available,
6 the employee will be placed in an equivalent position for which they are qualified. If no
7 equivalent position is available, the employee may apply for other positions in the future, and
8 will be given preferential rehiring treatment.

11 **ARTICLE 12 - HEALTH AND WELFARE/RETIREMENT (Modified 05.06.25)**

13 **12.1 Health and Welfare Benefits**

15 **12.1.1 Health and Welfare Benefits Provided.** Employees in the bargaining unit
16 receive the full benefits and rights of participating in the same medical, dental, prescription drug,
17 vision and life insurance programs as are offered generally to other similarly-situated, non-
18 bargaining unit employees of the Employer. The Employer shall provide such benefits through
19 the same Plans as those in effect generally for other similarly-situated, non-bargaining unit
20 employees. Employees in the bargaining unit who choose to participate in such Plans shall
21 participate in such Plans in the same manner and subject to the same conditions and eligibility
22 requirements as are generally in effect for other similarly-situated, non-bargaining unit
23 employees.

25 **12.1.2 Premium Contributions.** Employees in the bargaining unit who choose to
26 participate in insurance benefits shall contribute and participate in such benefit programs at the
27 same rates as are in effect from time-to-time for similarly-situated, non-bargaining unit
28 employees. The Employee will be responsible for paying his or her share of the costs for
29 medical, dental and vision benefits, which may be deducted from the Employee's regular
30 paychecks under the Plan provisions. Premiums are deducted on a pre-tax basis. In the event
31 the premium cost share is anticipated to increase more than 10% in the aggregate in any plan
32 year, the Hospital will provide thirty (30) days advance notice to the Union, provide information
33 as to the reasons for the increases, and provide the Union the opportunity to suggest
34 alternatives to reduce the costs of providing coverage. It is understood, however, that because

1 employees in the bargaining unit participate in the same plans as other employees of the
2 Hospital, the Hospital retains the right to make any changes deemed necessary provided all
3 changes apply to similarly-situated non-bargaining unit employees.
4

5 **12.1.3 Changes in Insurance Benefits.** It is agreed and understood that the Employer
6 may modify the terms of the benefit programs including changes to carriers, administrators,
7 benefit levels, and costs associated with the benefit programs over the term of the Agreement,
8 provided such modifications apply consistently to other similarly-situated, non-bargaining unit
9 employees in accordance with the Employer's reservation of rights in the Plans.
10

11 **12.1.4 Terms of Plans and Insurance Policies to Govern.** A dispute between an
12 employee or their covered family member and a claims administrator or insurance carrier
13 regarding the appropriateness of a claim or coverage shall not be subject to the grievance and
14 arbitration procedures under this Agreement. ~~The extent of coverage under any benefit~~
15 ~~programs referred to in this Article shall be governed by the terms and conditions set forth in the~~
16 ~~Plans and the underlying insurance policies. Any questions or disputes concerning the benefit~~
17 ~~programs shall be resolved in accordance with the terms and conditions set forth in the Plan~~
18 ~~and said policies and shall not be subject to the grievance and arbitration procedure set forth in~~
19 ~~this Agreement.~~ The failure of a Plan administrator or any insurance carrier to provide any
20 insured benefit for which it has contracted or is obligated shall result in no liability to the
21 Employer, nor shall such failure be considered a breach by the Employer of any obligation
22 undertaken under this or any other Agreement. However, nothing in this Agreement shall be
23 construed to relieve any insurance carrier or Plan administrator from any liability it may have to
24 the Employer, employee or Plan participant.
25

26 **12.2 Retirement Plans**

27

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

1 non-bargaining unit employees.

2
3 **12.2.2 Changes in Retirement Benefits.** It is agreed and understood that the
4 Employer may modify the terms and benefits of the retirement programs over the term of the
5 Agreement, provided such modifications apply consistently to other similarly-situated, non-
6 bargaining unit employees in accordance with the Employer's reservation of rights in the Plans
7 ~~and only after thirty (30) days written notice to the Association so that the parties may meet to~~
8 ~~discuss the impacts of the changes or present possible alternatives to the changes.~~ Any
9 change in such terms and benefits will not affect any vested retirement benefits.

10
11 **12.2.3 Terms of Plans to Govern.** ~~The administration of retirement benefits Plans~~
12 ~~referred to in this Article shall be governed by the terms and conditions set forth in the Plans.~~
13 Any questions or disputes ~~concerning between an employee and the administrator or any~~
14 ~~retirement plan concerning the terms or administration of any~~ the retirement plan retirement
15 ~~benefits~~ shall be resolved in accordance with the terms and conditions set forth in the Plans and
16 shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The
17 failure of a Plan administrator to provide any benefit shall result in no liability to the Employer,
18 nor shall such failure be considered a breach by the Employer of any obligation undertaken
19 under this or any other Agreement. However, nothing in this Agreement shall be construed to
20 relieve any Plan administrator from any liability it may have to the Employer, employee or Plan
21 participant.

22 **ARTICLE 13 - GRIEVANCE PROCEDURE (TA 9.16.24)**

23
24 **13.1 Grievances.** A grievance is defined as a dispute involving the interpretation, application, or
25 alleged violation of the specific and express terms, provisions, and conditions of the Agreement. If
26 any such grievance arises, it shall be submitted to the following grievance procedure. Time limits
27 set forth in the following steps may only be extended by mutual written consent of the parties
28 hereto. However, the failure of the Hospital to respond to a grievance or grievance appeal in a
29 timely manner shall be considered to extend the timelines of the Union in advancing the grievance
30 by a corresponding amount of time.

31
32 **13.2 Exclusivity of Grievance Process.** The grievance process set forth herein is the sole and
33 exclusive means of dispute resolution for any grievance as defined in Section 13.1 between the

1 Employer and the Union and/or bargaining unit employees during the term of this Agreement. All
2 other forms of self-help (as set forth in Article 3, Section E) with respect to any dispute which may
3 have been grieved are waived during the term of the Agreement.
4

5 13.3 Grievance Process (Step 1). If an employee or the Union has a grievance, the employee or
6 Union must first present the grievance in writing to the designated Employee Relations Consultant
7 twenty-eight (28) calendar days from the date the employee or Union knew or had reason to know
8 that a grievance existed. The grievance shall be signed and dated and state (1) the factual basis of
9 the grievance; (2) the contractual article, section, and provision allegedly violated; and (3) the relief
10 or remedy sought. Upon receipt thereof, a meeting will be scheduled by the designated Employee
11 Relations Consultant and/or other management representative with the employee and/or Union
12 Representative to attempt to resolve the problem within twenty-eight (28) calendar days from the
13 date of the filing of the grievance. The Employer shall respond in writing to the grievance within
14 twenty-eight (28) calendar days of the grievance meeting.
15

16 13.4 Grievance Appeal (Step 2). In the event the grievance is not resolved by the procedure
17 outlined in 13.3 above, a grievance appeal may be submitted by the employee or Union in writing
18 to the LMG Chief Operating Officer (COO) or designee within twenty-eight (28) calendar days of
19 the receipt of the written response in Section 13.3 above. The COO or designee shall meet with the
20 employee and a Union representative within twenty-eight (28) calendar days of such notice, and
21 shall respond in writing to the employee and Union within twenty-eight (28) calendar days from the
22 date of the meeting.
23

24 13.4 Informal Discussion. Nothing in this provision is intended to preclude informal discussion of
25 disputes between employees and their managers or supervisors, and such is to normally be
26 encouraged. However, informal discussions and resolutions do not alter the timelines of the
27 grievance procedure, and informal resolutions will not create any binding commitment on the part
28 of either the Employer or the Union that otherwise modifies this Agreement or the rights of the
29 parties.
30

31 13.5 Voluntary Mediation. Before setting a date for arbitration of any grievance, the parties may
32 agree to use the services of a mediator to attempt to resolve any dispute. Such agreement to
33 mediate will be subject to any conditions the parties may agree upon.
34

1 **ARTICLE 14 – ARBITRATION (TA 9.16.24)**

2
3 If the grievance is not settled on the basis of the foregoing procedures in Article 13, the
4 Union may submit the issue to arbitration by written notice to the Employer within fourteen (14)
5 calendar days following the Employer's written response or after such written response was due.
6

7 Unless the parties are able to mutually agree to an arbitrator, within fourteen (14) calendar
8 days of the notification that a dispute is submitted for arbitration, the parties shall request from the
9 Federal Mediation and Conciliation Service a regional panel of seven (7) arbitrators, all of whom
10 shall be members of the National Academy of Arbitrators. All arbitrators shall be available to
11 conduct an in-person hearing, unless the parties agree in advance that the panel may include
12 arbitrators only available for virtual hearings. The parties shall alternate in striking names from the
13 panel, until one name remains. The person whose name remains shall be the arbitrator. The
14 parties shall take turns striking first.

15 The arbitrator shall abide by the rules of the Federal Mediation and Conciliation Service.
16 Each party shall bear one half (1/2) of the fee of the arbitrator and any other expense jointly
17 incurred incident to the arbitration hearing (e.g., arbitrator's transcript, hearing room). All other
18 expenses shall be borne by the party incurring them and neither party shall be responsible for the
19 expenses of witnesses called by the other party.
20

21 The arbitrator's decision shall be final and binding on all parties. The arbitrator shall be
22 confined to the issue submitted for arbitration and shall have no authority to determine any other
23 issue not so submitted. The arbitrator shall have no authority to add to, subtract from, or otherwise
24 change or modify the provisions of this Agreement, but shall be authorized only to interpret existing
25 provisions of this Agreement as they may apply to the specific facts of the issue in dispute.
26

27 **ARTICLE -- – LABOR MANAGEMENT COMMITTEE (TA 06.11.25)**

28
29 A committee consisting of APP management representatives and bargaining unit
30 representatives shall meet at least on a quarterly basis, with meetings not to exceed ninety (90)
31 minutes unless extended by mutual agreement. The purpose of the Labor Management
32 Committee (LMC) is to discuss labor-management contract administration matters and to foster
33 improved communications between management and labor with the intent of proactively
34 resolving contract and other workplace issues. These meetings shall be utilized to clarify

1 contract interpretations and address workplace issues as they arise to prevent situations arising
2 to the level of a grievance. They shall also provide a forum for collaborative discussions
3 regarding clinical resources and improving patient care (e.g., staffing needs, scheduling,
4 training, etc.). The Employer and Association have a shared commitment to staffing that seeks
5 to ensure productive and effective use of resources to provide stable financial footing for the
6 institution, safe patient care, a safe work environment, and mitigation of provider burnout.

7
8 The committee may review and modify job descriptions from time-to-time to reflect the
9 ordinary evolution of the duties, responsibilities, requirements and qualifications for such APP
10 classification. A review of existing job descriptions may be initiated by the Employer, or at the
11 request of an employee who believes the job description for their classification is no longer
12 accurate. Final decisions as to the changes in job descriptions will remain in the Employer's
13 discretion.

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

23
24 LMC meetings are not intended to replace regular staff meetings, nor to preclude open
25 discussion of issues and concerns in those meetings. They also do not replace the grievance
26 procedure or the parties' contractual rights or obligations, or constitute a waiver of those rights.

27
28 **ARTICLE 15 - EQUAL EMPLOYMENT OPPORTUNITY AND WORKPLACE CONDUCT**
29 **(TA 9.16.24)**
30

31 15.1 Policy. The Employer and Union affirm their mutual dedication to the principles of equal
32 opportunity and freedom from unlawful discrimination. Neither the Employer nor the Union will
33 discriminate nor tolerate discrimination or harassment, as defined by and pursuant to Employer
34 policy and federal and state law. As such, the Employer and Union agree that they will not

discriminate nor tolerate discrimination on the basis of race, color, ethnicity, ancestry, religion, gender, gender identity, gender expression, sex, sexual orientation, age, national origin, immigration status (provided legal authorization to work), physical or mental disability or medical condition unrelated to ability to perform essential functions of the job, marital or domestic partnership status, familial status including parental status, pregnancy, status as a victim of domestic violence, veteran status, political affiliation, membership or non-membership in, or activity on behalf of or in opposition to, the Union, or other protected classification or activity, not directly and substantially related to effective performance. Unlawful discrimination includes sexual, racial and other forms of harassment based on protected classification or conduct.

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

15.3. Respectful Behavior. The Employer and the Union agree that mutual respect between and among workforce members is integral to a healthy work environment, a culture of safety, and the provision of excellent patient care.

ARTICLE 17 - HEALTH AND SAFETY (TA 9.16.24; except 17.7 TA 06.11.25)

17.1 Mutual Responsibility. The parties collectively and individually recognize they have a mutual responsibility for promoting safety and health regulations and complying with health and safety practices. These shall include but not be limited to the following:

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

17.2 Safety Protection and Devices. - Safety devices and required personal protective equipment shall be provided by the Hospital for all APPS engaged in work where such items are

necessary to meet the requirements of applicable law, regulations and policies.

17.3 APP Input - APPs who have concerns about safety issues should escalate via their chain of command and/or refer their concerns to their Safety Committee. APPs who have concerns related to their own health status will follow the established disability accommodation process and will follow organizational policies and procedures.

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

17.5 Personal Safety. The Hospital is committed to providing regular and ongoing education and training to promote personal safety in the workplace setting. APPs are obligated to participate in such programs and are accountable to be leaders to encourage other employees to be actively engaged in such programs.

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

17.6 Parking. Parking at Emanuel and Good Samaritan shall remain free for APPs, and the Hospital shall take reasonable security measures regarding parking structures/lots.

17.7. Severe Weather Conditions. In extreme situations, APPs may be prevented from working as scheduled or need to stay at work beyond the planned workday/hospital shift. Where the National Weather Service has declared a weather emergency, APPs who are unable to attend their shift will have APL deducted as usual for a missed shift. Similarly, if an APP is staying to work additional hours because of a weather emergency, they will be paid in accordance to the extra shift policy. The employer will make a good faith effort to provide some

1 form of safe accommodation on the hospital campus. Additionally, depending on the severity of
2 the circumstances, the employer may provide reimbursement support for food services.

3
4 **ARTICLE 18 – SEPARABILITY (TA 9.16.24)**
5

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

10
11 **ARTICLE 19 - DRUG AND ALCOHOL POLICY (TA 07.11.24)**
12

13 During negotiations for this Agreement, the Union received and reviewed a copy of the Legacy drug
14 and alcohol policy. Employment of APPs under this Agreement shall be subject to that policy,
15 including (a) prohibiting the use, possession, or distribution of alcohol, marijuana, or other
16 intoxicants/mind-altering substances on Hospital property, (b) prohibiting being under the influence of
17 alcohol, marijuana, or other intoxicants/mind-altering substances while on duty, (c) providing for “for
18 cause” testing (and random testing if required by an accrediting body), and (d) permitting the use of
19 alcohol and marijuana while off-duty.

20
21 **ARTICLE 20 – MALPRACTICE INSURANCE (TA 01.28.25)**

22 20.1 The Employer shall provide bargaining unit employees coverage under a malpractice
23 insurance policy with limitations of not less than one million dollars (\$1,000,000) for each
24 claim and an aggregate of not less than three million dollars (\$3,000,000).

25
26 20.2 Malpractice insurance will be maintained throughout the statute of limitations for claims
27 filed for professional activities undertaken in the scope of employment and assigned by
28 the Employer. Such insurance will be at no cost to the employee.

29
30 **ARTICLE 21 – SUCCESSORS (TA 9.16.24)**
31

32 In the event the Hospital is actively considering any merger, consolidation, sale of assets, lease,
33 franchise or any other such change in structure, management or ownership which may be expected

1 to affect the existing collective bargaining unit, the Hospital shall call this Agreement to the attention
2 of any entity, business or person who is succeeding to the management or ownership of the Hospital.
3 If such notice is given, the Hospital shall have no further liability or obligations of any sort under this
4 Section.

5
6 **ARTICLE 22 – WORKING OUTSIDE THE BARGAINING UNIT (TA 9.16.24)**
7

8 The parties agree that an APP shall be allowed to hold two or more non-supervisory
9 part-time, supplemental, on-call or per diem positions for Legacy Health, regardless of whether
10 such positions are inside or outside the bargaining unit. The parties further agree, however,
11 that an APP may not hold such positions if such work would interfere with the regular
12 expectations of the APP's work within their bargaining unit position.

13
14 An APP who applies for a supervisory position within LMG or any affiliated Legacy operation
15 must be willing to resign from their bargaining unit position in order to be considered for such
16 supervisory position.

17
18 In the event an APP holds two or more positions at the same time – one inside the bargaining
19 unit and one outside the bargaining unit – the following conditions shall apply:

20
21 A. None of the provisions of this Agreement shall apply to the APP's work outside of the
22 bargaining unit, or the APP's application for work outside of the bargaining unit.

23
24 B. A termination from the APP's non-bargaining unit position shall not be subject to the
25 grievance procedure under any circumstances. In addition, if an APP is terminated for any of
26 the following egregious infractions, committed while working outside of the bargaining unit, the
27 APP shall also be terminated from their bargaining unit position: improper treatment of patients;
28 gross insubordination; sexual, racial or other forms of harassment against other employees,
29 patients, patients' family members or visitors, or other customers; dishonesty; theft; violation of
30 patient confidentiality; violation of the drug and alcohol policy; or falsification of employment or
31 personal history data. Termination from the employee's bargaining unit position in the foregoing
32 circumstances shall not be subject to the grievance and arbitration procedures, unless the
33 Union can demonstrate that the APP did not commit the offense for which they were terminated.
34 In other circumstances where an APP is terminated from their non-bargaining unit position, they

1 also may be terminated from their bargaining unit position if the Employer can establish just
2 cause for such termination, based on the APP's conduct and prior discipline, both inside and
3 outside the bargaining unit. An APP must exhaust the Legacy Resolution of Problems and
4 Grievances procedure before proceeding with a contractual grievance or arbitration under
5 Articles 13 and 14. The timelines of the contractual grievance procedure will be suspended until
6 the Legacy procedure is complete.

7
8 C. Any discipline issued to an APP, whether the APP was working inside or outside the
9 bargaining unit, will count for purposes of progressive discipline. If the discipline is issued while
10 an APP is working outside of the bargaining unit, the discipline will be deemed as issued for just
11 cause and may not be challenged through the grievance procedure, unless the discipline results
12 in the APP's termination from their bargaining unit position. In such circumstances, the parties
13 agree that the APP shall be entitled to the same number of progressive disciplinary steps that a
14 full-time APP would receive. In other words, the fact that the APP holds more than one position
15 shall not result in the APP being entitled to additional disciplinary steps.

16
17 D. In the event an APP is removed from work pending the results of a for-cause drug
18 screen, or during the pendency of an investigation, the APP will be removed from all work, both
19 inside and outside the bargaining unit.

20 21 **ARTICLE 23 – OUTSIDE EMPLOYMENT (TA 9.16.24)**

22
23 23.1 APPs will be permitted to pick up shifts and/or maintain employment outside of Legacy
24 Health and affiliated entities, provided such employment does not unreasonably interfere with
25 the APP's duties at Legacy and the normal expectations of their Legacy employment. Outside
26 employment is to be disclosed prior to working for other entities to ensure the absence of
27 interfering or conflicting employment, and to attempt to resolve issues.

28
29 23.2. Outside employment is subject to Legacy's Standards of Business Conduct Policy,
30 including the following restrictions.

31
32 23.2.1 No work may be performed for the outside employer while the APP is being paid
33 for work performed on behalf of Legacy Health.

1 23.2.2. No Legacy Health proprietary information may be shared with the outside
2 employer, unless approved in advance by your supervisor/ manager, including but not limited to
3 policies, procedures, forms, strategic information, software or any other information/ documents
4 not otherwise available in the public domain.

5
6 23.2.3. No Legacy Health assets or equipment may be used to perform work for the
7 outside employer, or otherwise benefit the outside employer.

8
9 23.1.4. It is strictly prohibited to attempt to steer, or otherwise influence Legacy Health
10 patients or employees to seek services, purchase goods or receive care from the outside
11 employer except for appropriate referrals and/or continuation of care.

12
13 **ARTICLE 24 – COMPLETE AGREEMENT (TA 9.16.24)**

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

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

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

31
IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the date first
hereinabove mentioned.

LEGACY MEDICAL GROUP

OREGON NURSES ASSOCIATION

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