

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

*ONA Proposal on All Items
(June 26, 2025)
Updated Sections are Highlighted*

Note: The Association reserves the right to add, subtract, or otherwise modify these proposals.

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

15
16 **ARTICLE 1 – DEFINITIONS**

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

22
23 **ARTICLE 2 – RECOGNITION and UNION MEMBERSHIP (TA 9.16.24)**

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

1 other employees, nonprofessional employees, technical employees, managerial employees, office
2 clerical employees, confidential employees, and guards and supervisors as defined in the Act.

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

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

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

24 25 **ARTICLE 3 - UNION RIGHTS (TA 9.16.24)**

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

32
33 B. Union Access to Hospitals: Without interrupting normal Hospital work and patient care
34 routine, duly authorized representatives of the Association shall be permitted at reasonable times

on at least 24 hours' prior written or emailed notice, or less, if 24 hours is not feasible, to the Employee Relations Consultant to enter the facilities where bargaining unit employees are working for the purposes of transacting Union business and observing conditions under which APPs are employed. It is understood that Union business beyond brief notifications will be conducted outside patient care areas. Visits of more than ten minutes will take place in the public cafes (if open to visitors), other public location, or in available conference rooms. Union business must be conducted on APPs non-work time.

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

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

E. No Strike/No Lockout. The Union and the APPs relinquish the exercise of the right to strike and to use any other measures such as walk out, sympathy strike, slowdown, work stoppage or any other interference with the performance of work of any nature. Additionally, the Union and APPs relinquish the right to engage in any picketing, leafletting, and other publicity campaigns in support of any grievance or other matters within the scope of this Agreement or the terms and conditions of their own employment (provided that nothing shall be construed to limit the APPs' rights or responsibilities regarding patient advocacy or other matters outside the scope of this Agreement or collective bargaining). The Hospital, recognizing the Union's and APPs' relinquishment of these rights, agrees to comply with all terms of this Agreement and

1 agrees not to engage in any lockout of employees during the term of this Agreement.

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

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

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

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

1 patient care cannot practically be delivered in the absence of subcontracting.

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

6
7 **ARTICLE 5 – CORRECTIVE ACTION (TA 10.03.24)**
8

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

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

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

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

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

1
2 F. No Employee shall be subject to disciplinary action or separation for reasonable, good
3 faith compliance with state and federal laws governing Nurse Practitioners (NPs), Physician
4 Associates (PAs), and Psychiatric Mental Health Nurse Practitioners (PMHNPs) and the
5 licensures thereof.
6

7 G. Employees will have the right to union representation during investigatory interviews that
8 may lead to the discipline of the employee being interviewed. The employee must request the
9 presence of a union representative or steward, and the meeting will not be unreasonably
10 delayed to provide for the presence of any particular representative or steward. It is understood
11 that the role of the representative or steward is to assist and counsel the employee, and that the
12 representative or steward may not interfere with or obstruct the employer's right to interview the
13 employee and get the employee's version of the events under investigation without interruption.
14

15 H. Corrective Action Options:
16

- 17 1. Coaching: The manager or supervisor meets with the APP to describe the problem
18 or issue and expectations. This discussion will be documented. The completed form
19 should be retained in the unit file for the APP as a reference if needed. Discussion
20 notes are not corrective actions and are not sent to Human Resources to be placed
21 in the APP's Human Resources file, and are not subject to the grievance procedure.
22 A copy of the note is given to the APP.
- 23 2. Documented Verbal Corrective Action: A corrective action discussion may be used
24 following a specific incident or after a period of time during which conduct or
25 performance does not meet expectations.
- 26 3. Written Corrective Action: This action can address either a specific incident that calls
27 for immediate attention or an overall concern about performance or conduct that
28 includes more than one issue or problem. Written Corrective Action is more serious
29 than a Documented Verbal Corrective Action.
- 30 4. Final Corrective Action: Final Corrective Action may or may not be given before
31 termination of employment. If it is given, it should clearly and concisely describe
32 problem areas, performance expectations/standards, and necessary actions for the
33 APP to meet expectations. The Final Corrective Action states that termination will
34 follow if an APP does not correct the problem.

1 5. Termination: Termination may occur when corrective action has not resulted in
2 sufficiently improved performance or conduct, or when a single incident is of such a
3 serious nature as to warrant immediate termination without prior corrective action.

4
5 I. An APP subject to discipline will be permitted to submit a letter of explanation to their
6 personnel file and explain how the APP believes a disciplinary action is either inaccurate, fails to
7 account for an important circumstance, or fails to meet the just cause standard.

8
9 J. It is understood that the corrective action process is separate from the medical staff
10 credentialing (i.e., "privileges") process. Information may be shared between LMG and med
11 staff in appropriate circumstances, and investigations and proceedings may be parallel.
12 However, the med staff process is outside the scope of this Agreement, and actions taken by
13 med staff are not subject to the grievance and arbitration provisions of this Agreement.

14
15 **ARTICLE 6 – COMPENSATION (Modified 06.24.25)**
16

17 6.1 **Job Descriptions.** Each position will have an accurate job description that includes the
18 FTE, if there is call responsibility, schedule type (M - F, variable, weekends/ holiday,
19 nights), shift length, primary location of work and summary of the duties. Each Employee
20 covered by this Agreement shall be assigned and provided a position description that is
21 consistent throughout the Bargaining Unit and accurately reflects the duties and
22 responsibilities of their position. If an Employee believes that their position description is
23 not accurate, they may request a review by their Supervisor and, upon request, forward
24 to the Labor-Management Committee. All proposed changes to the position description
25 of Bargaining Unit Employees shall be forwarded to the Union, in advance, for comment
26 and/or negotiations, if applicable.

27 6.2 **Base Annual Salary and hourly rates.** All employees covered by this agreement shall
28 be compensated according to Figures A and B below. Annual compensation for regular
29 and part time providers is paid out in equal distributions on a biweekly pay cycle.

30 6.3 **Years of Experience (YOE).**

31 6.3.1 APPs without prior YOE as an Advanced Practice Provider will be placed at step
32 0.
33

6.3.2 New hires with previous APP experience in a job requiring APP licensure will be placed at their corresponding step rounding up to the higher step if in the middle of a step. For example, an APP with 1.6 YOE is placed at Step 2 upon hire into the bargaining unit. Documentation of previous APP YOE experience will be furnished to the Employer before or at the time of hire. Experience with multiple jobs within the same year do not count for more than 1 year of experience. Breaks in service as an APP employee are not included in the calculation of YOE.

6.4 Effective on the ratification of this Agreement, all APP members within the Bargaining Unit will have their YOE recalculated retroactively to April 1, 2024 based on their original date of hire as an APP and total YOE working in a position requiring APP licensure.

6.5 APP's will receive written notice of their step placement, date of projected step advancement, and rate of pay on date of hire.

Figure A: APP base compensation. Scale adjusted to decrease the minimum (YOE 0) and maximum (YOE 1440).

YOE as an APP	2025	2026	2027
0	\$70.16	\$78.58	\$84.87
1	\$72.19	\$80.85	\$87.32
2	\$74.28	\$83.19	\$89.85
3	\$76.42	\$85.59	\$92.44
4	\$78.63	\$88.07	\$95.11
5	\$80.90	\$90.61	\$97.86
6	\$83.24	\$93.23	\$100.69
7	\$85.65	\$95.93	\$103.60
8	\$88.12	\$98.69	\$106.59
9	\$90.67	\$101.55	\$109.67
10	\$93.29	\$104.48	\$112.84
11	\$95.99	\$107.51	\$116.11
12	\$98.76	\$110.61	\$119.46
13	\$101.62	\$113.81	\$122.92
14	\$104.55	\$117.10	\$126.46

Figure B: Differentials.

Differentials	
Call shift weekday	\$175 per 24 hours
Call shift weekend	\$200 per 24 hours
Holiday pay	\$450

Call back	Providers base rate w/ schedule differential. min 4-hour increments
Schedule differential: Mon-Sun, holidays, and/or occasional call	3%
Schedule differential: in house 24/7 service	6%
ECMO transport/remote cannulation	\$450
APP-Led ECMO Transport	\$170/hr
Mileage and parking reimbursement	Per Federal government rate

1

2 6.5 **Step increases.** Step increase and contractual increase will be implemented on the first
3 day of the pay period after the APP's annual anniversary date of hire.

4 6.6 **ECMO.** The Employer shall provide a payment of \$450 per remote cannulation.
5 Employees are individually responsible for tracking and recording all ECMO
6 cannulations. APP-led ECMO cannulation will be paid out at a rate of \$170 per hour.

7 6.7 **Promotion and Compensation Adjustments.** In the event of a promotion involving a
8 compensation adjustment, APPs will receive their new rate of compensation on the
9 paystub following the start date of their new role.

10 APPs remain eligible for annual compensation increases related to cost of living and
11 market adjustments based on their original date of hire in addition to promotion
12 compensation commensurate with their new role within the same fiscal year. Both of
13 these compensation adjustments will be given at their full value rather than partial
14 adjustments made within the year.

15 6.8 **Extra shift compensation.** Extra shifts are defined as shifts worked beyond an APP's
16 biweekly or quarterly requirements defined by each department. Extra shifts will be paid
17 out at time and one half (1.5x) of the APP's base pay rate. Schedule differentials in
18 Figure B will be applied in addition to extra shift compensation to eligible Employees.
19 Extra shift pay will be dispersed in the next pay period following the date shifts were
20 worked. Extra shifts will not be compensated with APL reimbursement in lieu of extra
21 shift compensation. True up" for quarterly extra work and deficits will be performed
22 biweekly, unless otherwise agreed. (moved from Article 9).

23 6.9 **Prolonged shift.** When full time APPs' shift length extends beyond 10% of its intended
24 length, they will receive time-and-one-half (1.5x) of their base pay rate for the excess
25 hours worked in house. This does not apply to call pay. The intent of prolonged shift pay
26 is to capture surgeries added to the end of a shift resulting in excess hours worked.

27 6.10 **Call Compensation.** Employees are considered "on-call" when they must limit their
28 proximity away from Employer premises to respond and return to work promptly upon
29 request. The use of cellular phones, pagers, or other methods to stay accessible, without
30 imposing location restrictions does not qualify for on-call compensation.

6.10.1 The APP will receive their base rate plus applicable schedule differentials (Figure B) for call back pay. Call back time which will be rounded up to 4 hour increments.

6.10.2 Holiday differentials will apply to a call shift regardless of the APP being called in. For example, a vascular APP is on call and is called into a hospital site for 2 hours on Saturday, 4th of July. The Employee will receive their weekend call pay of \$200 plus 4 hours of their base pay rate, a 3% differential, and a \$450 stipend for holiday pay.

6.11 Per Diem/supplemental/ unscheduled. Per diem APPs do not receive financial or health related benefits from the employer. Per diem APPs shall provide their availability to the APP scheduler for a time frame and the APP will be scheduled to work as needed. Per diem APPs shall be compensated at a Step equivalent to their YOE, plus an additional fifteen percent (15%) per diem payment. The Employer will reimburse credentialing fees and any required certifications required by the Department for the per diem APP. Malpractice shall be provided by the employer for the per diem APP mirroring that of other APPs within the bargaining unit.

6.12 Citizenship Program Eligibility. An APP is eligible for up to 26 hours per year for citizenship activities in the following categories:

- Education
- Research
- Diversity, Equity, and Inclusion (DEI)
- High-Priority Initiatives (as requested by the Senior Medical Director, VP, or higher)
- System-Wide Initiatives (as requested by the LMG Senior Medical Director, VP, or higher)
- Committee Work (as requested by the LMG Senior Medical Director, VP, or higher)

The following activities are not eligible for citizenship hours:

- Continuing Medical Education (CME)
- Personal development
- Departmental meetings or huddles
- Required training

- Teaching duties included in your job role
- Responsibilities tied to leadership or administrative roles

Citizenship hours are compensated at the APP's base hourly rate and hours are paid out in the last paycheck of the calendar year. Activities may not be counted under multiple categories.

6.14 Lead APPs. Each service line/ department may establish Lead APP positions. Lead APPs within the department will receive additional benefits based on several factors, including:

- The number of APPs within the department.
- If applicable, the number of residents whose schedules are coordinated by the APP.
- Consideration taken for the number of different health care sites involved in scheduling and coordinating
- Other departmental considerations

Leadership CME benefit. All APP leadership positions receive an additional \$1,000 in CME funding every two years for leadership conferences, retreats, or similar professional development opportunities, in addition to the CME allocated to non-lead bargaining unit employees. Leadership CME funds do not roll over if unused after the two year period.

6.15 Administrative Time and Stipend for Lead APPs

The following administrative time and stipend structure applies to lead APP positions. These stipends will be distributed equally on a biweekly pay schedule.

Number of APPs/residents/fellows	Administrative days per month	Annual Stipend
1-5	1	\$15,000
6-10	1.5	\$15,000
11-15	2	\$20,000
16+	2	\$25,000

1
2
3 6.16 The Labor Management Committee will collaborate in good faith to keep job duties and
4 responsibilities of APP team leadership roles up to date.
5

6 **ARTICLE 7 – ANNUAL PAID LEAVE (Modified 06/24/25, package proposal with Article**
7 **8 Removal)**
8

9 7.1 Full and part-time APPs will earn and may use Annual Paid Leave (APL) as specified
10 under this Article and by Employer Policy not in conflict with any provision of this
11 Agreement.
12

13 7.2 **Initial APL balance.** New employees and former employees rehired into an APL eligible
14 position will receive an initial (frontloaded) APL balance of 40 hours.
15

16 7.2.1 Employees eligible for an initial APL balance will not accrue additional APL
17 until they have worked enough eligible hours to accrue hours equal to the initial
18 front-loaded amount.
19

20 7.2.2 If an employee terminates employment before accruing back the front-loaded
21 APL, then no cash out of the remaining APL balance will occur.
22

23 7.3 **APL Accrual Rates.** APPs will accrue APL, according to the following table and the
24 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
Not capped by hours worked each pay period, just annual max (i.e. accrue APL over seventy-two (72) or eighty (80) hours in a pay period)			

1

2 7.3.1 APL accrues on eligible hours worked during each two-week pay period. Accrual is not
3 limited on a biweekly basis, but instead is limited on an annual basis to the maximum
4 annual accrual limit. Once employees reach their annual accrual, they will no longer
5 accrue hours until the beginning of the next calendar year. APL shall be deducted from
6 APL banks in the pay period following use.

7 7.3.2 When employees become eligible for a higher accrual rate, the new rate begins on the
8 first day of the pay period in which the employee's adjusted hire date falls.

9 7.3.3 Regular employees eligible for APL who change to any non-benefited status are paid for
10 any accrued APL at the time of the change. Extended Illness and Extended Disability
11 hours, if any, are frozen and are not available for use during the changed status unless
12 required by law. If such an employee returns to regular full or part-time status within 12
13 months of the status change, frozen Extended Illness and Extended Disability hours are
14 once again available for use and APL accrual begins again at the years of service
15 accrual rate in force at the time of the employee's adjusted hire date. If the employee
16 does not return within the 12 months benefit bridging period, define EIB and ED hours
17 are forfeited.

18

19 7.9 **APL payroll deduction.** APL will be deducted from the employees first pay stub
20 following the period of time that the APL was used by the timecard manager. For those
21 APPs who "true up" their shifts on a quarterly basis, it is the responsibility of the
22 individual APP to ensure enough APL is available in their bank to utilize the amount
23 requested throughout the quarter. Should an APP miscalculate their APL balance and
24 spend over that amount, this APL will be deducted from subsequent pay stubs and the
25 APP will no longer be able to schedule APL usage until a bank of 40 hours is once again
26 achieved. If APL is not deducted by the first paystub following APL usage, Employees

1 will retain the APL that should have been deducted as it was not deducted in a timely
2 manner.

3
4 7.10 **Cultural day.** Employees are entitled to one employer paid shift per calendar year to be
5 used as their Cultural Day however they see fit. Cultural Day is not deducted from an
6 employee's APL bank. The hours paid out by the employer for Cultural Day are
7 equivalent to the APPs total hours in one full shift.

8
9 7.11 **Supplemental shifts.** APL is accrued at the normal rate for all supplemental hours
10 worked.

11
12 7.13 **Use of APL.** APL may be scheduled in advance or used to meet emergent personal
13 needs. In scheduling APL in advance, requests for use will be reviewed to ensure that
14 staffing needs can be reasonably met, but shall generally be approved unless there is
15 significant burden placed on the operations of the department. For shift-based
16 employees, before each quarterly schedule is issued, discussions will be had between
17 employees and the scheduler regarding shift availability and team requests. It is
18 understood that APL usage should be driven by the employees request but that
19 extenuating staffing circumstances can be discussed in a fair and equitable manner. It is
20 expected that employees will be scheduled a sufficient amount such that shifts worked
21 and APL use will equal an annualized 2080 hours or pro-rated for employees with <1.0
22 FTE.

23 ~~The parties recognize APL as a vital component of the total compensation package. APL is~~
24 ~~crucial for employee's health and wellbeing, thereby impacting productivity, recruitment~~
25 ~~and retention. Therefore, it is agreed that the employee's APL shall not be deducted~~
26 ~~without the APPs approval. APPs shall have the right to schedule APL subject to~~
27 ~~departmental approval based on minimum safety requirements. Such approval will not~~
28 ~~be unreasonably denied.~~

29 7.13.1 Exempt Employees are not required to use their APL if Legacy closes to observe
30 a holiday that falls on their regular workdays and this day will count as one
31 regular shift.
32

1 7.13.2 ~~In the event Legacy does not provide adequate shifts for the Employee to meet~~
2 ~~their full time FTE, the APP will not be required to use APL to supplement their~~
3 ~~shifts. Should Legacy fail to provide adequate shifts, Employees shall not suffer a~~
4 ~~loss in compensation. It is expected that the employer provides enough shifts for~~
5 ~~an employee to work the full amount of their FTE status. Regular required use of~~
6 ~~APL to supplement an APPs FTE is not allowable.~~

7 ~~7.13.3 APPs cannot be required to use APL on a rolling basis for scheduling sake.~~

8 7.14 Holidays: The following are considered holidays, and are observed on the calendar days
9 on which they fall:

10 New Year's Day

11 Memorial Day

12 Juneteenth

13 Independence Day

14 Labor Day

15 Thanksgiving Day

16 Christmas Eve

17 Christmas Day

18 7.15 **Floating Holiday:** For the following holidays that happen to fall on a Thursday, the next
19 day will be considered a holiday.

20 July 4th

21 Thanksgiving

Christmas Day

ARTICLE 8 - PROFESSIONAL DEVELOPMENT AND EDUCATION (Revised 06.24.25)

8.1 Continuing Medical Education. All APPs shall have the benefits of the Continuing Medical Education (CME) Program. All APPs of .6 FTE or higher shall receive an annual allowance of \$4,000. All Supplemental (per diem) APPs shall receive an annual allowance of \$1,000. APPs are eligible to use "CME Hours" and receive expense reimbursement for the following:

- A. High-quality educational sessions with CME- category 1 accreditation.
- ~~B.~~ Purchase of medical information resources
- C. Dues for medical societies/organizations
- D. Board certification expenses, registrations and preparation courses.
- E. Online classes/activities with documentation of completed testing component - 1 CME hour per Category 1 credit. Travel expenses are not reimbursed for online classes.
- ~~F.~~ Medical equipment and/or apparel up to \$500

~~17.2 Upon hire and renewal for every year of employment, APPs are reimbursed from the system budget all costs associated with employment requirements or admitting privilege requirements~~
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, PA, RN, DEA, BLS, ACLS, ATLS, ELSO, STEPSS, PALS, FCCS, E-EAC.

17.3 **Employees' non-compliance with requirements.** The Employer shall provide a reasonable opportunity for Employees to obtain their required education, preferably 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.

17.4 APPs can use up to \$1000 of CME allowance, once per fiscal year, toward technology purchases.

17.5 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 \$6,000.00.

17.6 Should Legacy Health increase the CME allowances for Specialty Physicians, the amounts contained herein shall likewise, be increased for APPs.

17.7 CME hours. 40 hours of CME are allotted to a full time APP per fiscal year. The hours are prorated based on an APP's total FTE value determined at date of hire and at the beginning of each fiscal year. Hours are available for use immediately upon date of hire. The hour allotment will not change up or down if the APP changes FTE mid-year. Up to 4 hours of annual CME allowance can be carried forward 1 fiscal year

17.7.1 Usage: 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.

17.7.2 Up-To-Date: CME hours will not be credited for achieving Up-To-Date CME credits.

ARTICLE 9 - HOURS OF WORK (Revised 06.10.25)

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

9.2 Regular hours of work. The normal scheduled workweek for a full-time exempt employee is considered to be 40 hours (actual hours worked and APL), and for part-time exempt employees the proportion of 40 hours equivalent to their FTE designation. Shift based workers are not expected to meet this 40 hour work week schedule in accordance with their quarterly work expectation. The normal quarterly schedule for a full time-time exempt employee in Trauma and Critical Care is 520

hours per quarter (actual hours worked and APL)], and for part-time exempt employees the proportion of 520 hours equivalent to their FTE designation. ~~The normal quarterly schedule for a full time time exempt employee in Trauma and Critical Care is 456 hours per quarter for 520 hours per quarter (actual hours worked and APL)], and for part-time exempt employees the proportion of 520 hours equivalent to their FTE designation.~~ All bargaining employees are salaried exempt and are thus not paid based strictly on hours worked but are eligible for extra compensation for certain extra work as provided in Article 6. Trauma and Critical Care shift length shall be 13 hours to account for hand-off and transition of care between providers.

9.3 **Scheduling.** Schedules in each department are intended to be issued at least 30 days in advance of the start of the quarter. APPs will submit their requests for shifts to work and/or days off at least 60 days in advance of the start of the next quarter. The process is intended to allow for the designated scheduler-to prepare the schedule to meet all required staffing needs of the department while attempting to accommodate employee requests as reasonably practical. To the extent conflicts may exist, additional input should be 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.

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

- 5
6 1. Loss of Seniority: An APP shall lose all seniority rights for any of the following
7 reasons: Termination, voluntary resignation, retirement. An APP shall also lose
8 seniority rights after twelve consecutive months on layoff status.
- 9 2. Service Outside the Bargaining Unit: An APP covered by this Agreement who,
10 without a break in employment by the Hospital or an affiliated LMG operation, enters
11 non-bargaining unit employment that is not covered by this Agreement and returns to
12 a bargaining unit position, shall retain all previously earned seniority under this
13 Agreement. Reinstatement of previously accrued seniority will not apply until after
14 the non-bargaining unit APP's return to the bargaining unit.
- 15 3. Seniority and Wage Reinstatement: A bargaining unit APP who terminates from
16 employment and is rehired to a position covered by the Agreement within 12 months
17 will (a) be returned to a wage no lower than the previously paid wage and (b) will
18 have their seniority reinstated.

19
20 D. Vacancies. Where the Employer seeks to fill open positions within the bargaining
21 unit, current bargaining unit employees will have priority application and interview preference for
22 positions for which they are qualified. An employee is qualified for a position if the employee is
23 either immediately ready to perform the essential functions of the position or is deemed by the
24 Employer as having the skills, ability, background and suitability to perform the functions within
25 a standard period of onboarding for the department.

26
27 Interested employees can apply for vacancies by submitting their application as
28 described on the position posting. Applicants who are deemed qualified candidates will have
29 an initial phone screening following established HR procedures for screening, interviewing, and
30 hiring with priority interviewing of qualified bargaining unit employees who are interested in filling
31 the vacancy. APPs are encouraged to provide input and collaborate with management
32 regarding hiring processes, and one or more APPs will normally participate in the interviewing of
33 candidates for vacancies in their department. The Employer retains the right to hire the
34 candidate deemed most qualified in its discretion either from within or from outside the

bargaining unit.

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

ARTICLE 10A – LAYOFF AND RECALL (TA 10.15.24)

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

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

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

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

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

4
5 **Order of layoff.** The order of layoff within each department shall be:

- 6 (1) volunteers (with most senior having priority);
- 7 (2) part-time APPs as defined by less than 0.6 FTE (by inverse order of
- 8 seniority)
- 9 (3) APPs having 0.6 or more FTE (by inverse order of seniority).

10
11 **Election to fill vacant position in lieu of layoff or to take severance pay.** Employees
12 notified of an impending layoff may elect either to fill a vacant position for which they are
13 qualified from among the list of available APP positions, or to be laid off with severance.
14 Employees shall have seven (7) calendar days from receipt of such notice in which to notify
15 Human Resources of their selection. If more than one employee is interested in filling an open
16 vacant position, eligible employees shall be selected in order of seniority provided skills,
17 abilities, qualifications, and background are reasonably equal.

18
19 **Qualified.** For purposes of this article, an employee is qualified for a position if the
20 employee is immediately ready to perform the essential functions of the position or is deemed
21 by the Employer as having the skills, abilities, and qualifications to perform the functions within a
22 standard period of onboarding for the department.

23
24 **Recall.** Laid off employees will be placed on a recall list. While on a recall list, laid off
25 employees will be eligible to be employed as preferred supplemental APPs to cover available
26 shifts for which they are qualified.

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

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

1
2 **Rate of Pay on Recall from Layoff.** When an employee is recalled from the layoff list to
3 a bargaining unit position, the employee shall be paid at the salary commensurate with their
4 experience.

5
6 **Severance Pay and Benefits Upon Layoff.** Bargaining unit APPs will participate in
7 Legacy's Employee Severance Policy (Policy # 500.819) under the same conditions as other
8 employees in the same or similar classifications at other hospitals within the system. Any APPs
9 who elect to participate in Legacy's Employee Severance Policy (Policy # 500.819) will waive
10 any right to placement or recall under this Article 10. Nothing in this agreement shall prevent
11 the Employer, at its discretion, from offering a severance benefit of greater value.

12
13 **ARTICLE 11 - LEAVES OF ABSENCE (Revised 06.24.25)**
14

15 11.1 It is the intent of the Hospital to comply with all applicable federal and state laws
16 regarding leaves of absence, including the federal Family and Medical Leave Act, Uniformed
17 Services Employment and Reemployment Act, Oregon Sick Leave, Oregon Family and Medical
18 Leave Act, and other laws and regulations. Notwithstanding requirements listed in Section 11.2
19 – 11. 5, those leaves will be administered by Legacy consistent with legal and regulatory
20 compliance pursuant to policies and procedures established by Legacy for all employees, and
21 employees in the bargaining unit will receive the same benefits and follow the same procedures
22 as other Legacy employees. Additionally, with respect to other leaves not required by law_or
23 this Agreement (or where benefits exceed those required by law), bargaining unit employees will
24 be eligible to receive the same leave benefits and subject to the same procedures and
25 conditions as other similarly-situated non-bargaining unit APPs and similar salaried
26 professionals. Productivity goals, such as yearly shift requirements, shall be
27 proportionally adjusted for leaves of absence under this Article.

28
29 11.2 **Use of APL During Protected Leave.** To the extent permitted by law, where provisions
30 of the FMLA/OFLA, the employee will be required to use any available APL concurrently with
31 the protected leave. ~~Notwithstanding this, employees Employees~~ receiving pay under Paid
32 Leave Oregon may use APL in the amount that supplements their Paid Leave Oregon state
33 benefits to reach their full regular pay.

1
2 **11.3 Time Spent in Legal Matters.** It is understood that, due to the nature of the patient work
3 performed, employees may from time to time be required to participate in legal proceedings
4 relating to patient claims. Time spent in legal proceedings (e.g., trials, hearings, depositions,
5 and preparation for the same), either in response to a subpoena or in cooperation with Legacy
6 counsel, will be compensated by the Employer at the regular rate of pay of the employee (either
7 by treating the hours as replacing time on a regular work day/shift or by providing additional pay
8 if on a scheduled day off).

9
10 **11.4 Bereavement Leave.** Employees are entitled to take up to five (5) days of paid leave in
11 the event of a death of a member of the employee's immediate family, a member of their
12 household, or the employee experiences a reproductive loss. Immediate family, for purposes of
13 this policy, includes employee's spouse, domestic partner, parent (including biological, adoptive
14 or foster parent, parent-in-law, or parent of domestic partner) or a person with whom the
15 employee is or was in a relationship of in loco parentis, child (including biological, adopted, step
16 or foster child, child-in-law or child of domestic partner), sibling or step-sibling, aunt, uncle,
17 niece, nephew, grandparent, grandchild or another member of the employee's immediate
18 household. If the death is the employee's spouse, domestic partner or child, the employer may
19 grant up to thirty (30) days paid leave.

20
21 **11.5 Jury service.** Time missed due to jury duty will be compensated at the APP's base rate of
22 pay and will count towards the APP's total yearly shift requirement. The employee may keep
23 any money paid by the court for serving on a jury. For evening and night shift employees,
24 affected shifts shall include the shift beginning the evening of the calendar day before jury duty
25 and the shift beginning the calendar day of jury duty. In the event the employee is released
26 from jury duty for a day in which the employee would otherwise be required to work, and where
27 a sufficient period of time would reasonably permit a day shift employee to report for one-half
28 (1/2) or more of the day shift, or an evening or night shift employee to receive ten (10) hours
29 rest between release from jury duty and the start of the employee's shift, then the employee
30 must contact their scheduler to determine if the employee will be required to report for work for
31 their regular scheduled shift.

32
33 **11.5 Leaves of Absence Without Pay.** An employee may request a leave of absence without

1 pay, not to exceed one (1) year, for a leave of absence not covered elsewhere under this article.
2 Requests for such leave must be submitted in writing to the employee's immediate supervisor
3 and must establish reasonable justification for approval of the request. Each request will be
4 reviewed and considered for approval by the Employer. Normally, such leave will not be
5 approved for an employee who is accepting employment outside the Employer. The Employer
6 shall make every reasonable effort to reinstate an employee returning from a leave granted
7 pursuant to Section 11.5 to their former position. If that position is no longer available, the
8 employee will be placed in an equivalent position for which they are qualified. If no equivalent
9 position is available, the employee may elect to be placed on the recall list.

12 **ARTICLE 12 - HEALTH AND WELFARE/RETIREMENT (Modified 06.10.25)**

12.1 **Health and Welfare Benefits**

12.1 Health and Welfare Benefits Provided. Employees in the bargaining unit receive
the full benefits and rights of participating in the same medical, dental, prescription drug,
vision and life insurance programs as are offered generally to the majority of the
Employer's employed APPs who are not in a bargaining unit of the Employer. The
Employer shall provide such benefits through the same Plans as those in effect
generally for other similarly-situated, non-bargaining unit employees. Employees in the
bargaining unit who choose to participate in such Plans shall participate in such Plans in
the same manner and subject to the same conditions and eligibility requirements as are
generally in effect for other similarly-situated, non-bargaining unit employees.

12.1.2 Premium Contributions. Employees in the bargaining unit who choose to
participate in insurance benefits shall contribute and participate in such benefit programs
at the same rates as are in effect from time-to-time for similarly-situated, non-bargaining
unit employees. The Employee will be responsible for paying his or her share of the
costs for medical, dental and vision benefits, which may be deducted from the
Employee's regular paychecks under the Plan provisions. Premiums are deducted on a
pre-tax basis. The percentage of Employer contributions towards premiums for each of
the plan options offered by the Employer will not be reduced unilaterally during the term

of this Agreement.

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

12.1.4 Terms of Plans and Insurance Policies to Govern. A dispute between an employee or their covered family member and a claims administrator or insurance carrier regarding the appropriateness of a claim or coverage shall not be subject to the grievance and arbitration procedures under this Agreement. The failure of a Plan administrator or any insurance carrier to provide any insured benefit for which it has contracted or is obligated shall result in no liability to the Employer, nor shall such failure be considered a breach by the Employer of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any insurance carrier or Plan administrator from any liability it may have to the Employer, employee or Plan participant.

12.1.5 APPs continue to be eligible for the current benefits provided by Bright Horizon (including backup care) and these benefits will not be reduced unilaterally throughout the life of this contract~~Employees shall continue to be eligible for the same additional benefits as similarly-situated, non-bargaining unit employees (e.g. Backup Care — Bright Horizons).~~

12.2 Retirement Plans

12.2.1. Retirement Benefits Provided. Employees in the bargaining unit receive the full benefits and rights of participating in the same retirement programs as are offered generally similarly-situated, non-bargaining unit employees. The Employer shall provide such benefits through the same Plans as those in effect generally for the similarly-situated, non-bargaining unit employees.. Employees in the bargaining unit who choose to participate in such Plans shall participate in such Plans in the same manner and

subject to the same conditions and eligibility requirements as are generally in effect for other similarly-situated, non-bargaining unit employees.

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

12.2.3 Terms of Plans to Govern. Any questions or disputes between an employee and the administrator or any retirement plan concerning the terms of the retirement plan shall be resolved in accordance with the terms and conditions set forth in the Plans and shall not be subject to the grievance and arbitration procedure set forth in this Agreement. The failure of a Plan administrator to provide any benefit shall result in no liability to the Employer, nor shall such failure be considered a breach by the Employer of any obligation undertaken under this or any other Agreement. However, nothing in this Agreement shall be construed to relieve any Plan administrator from any liability it may have to the Employer, employee or Plan participant.

12.2.4 Upon ratification of this Agreement, Pacific Surgical years of experience will be recognize in calculating APL accrual and existing retirement matches.

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~~Pac Surg YOY (moved from Seniority Article for retirement benefits — amended at the end of the plan year.)~~

ARTICLE 13 - GRIEVANCE PROCEDURE (TA 9.16.24)

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

consent of the parties hereto. However, the failure of the Hospital to respond to a grievance or grievance appeal in a timely manner shall be considered to extend the timelines of the Union in advancing the grievance by a corresponding amount of time.

13.2 Exclusivity of Grievance Process. The grievance process set forth herein is the sole and exclusive means of dispute resolution for any grievance as defined in Section 13.1 between the Employer and the Union and/or bargaining unit employees during the term of this Agreement. All other forms of self-help (as set forth in Article 3, Section E) with respect to any dispute which may have been grieved are waived during the term of the Agreement.

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

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

13.4 Informal Discussion. Nothing in this provision is intended to preclude informal discussion of disputes between employees and their managers or supervisors, and such is to normally be encouraged. However, informal discussions and resolutions do not alter the timelines of the grievance procedure, and informal resolutions will not create any binding

1 commitment on the part of either the Employer or the Union that otherwise modifies this
2 Agreement or the rights of the parties.

3
4 13.5 Voluntary Mediation. Before setting a date for arbitration of any grievance, the parties
5 may agree to use the services of a mediator to attempt to resolve any dispute. Such agreement
6 to mediate will be subject to any conditions the parties may agree upon.

7
8 **ARTICLE 14 – ARBITRATION (TA 9.16.24)**
9

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

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

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

28
29 The arbitrator's decision shall be final and binding on all parties. The arbitrator shall be
30 confined to the issue submitted for arbitration and shall have no authority to determine any other
31 issue not so submitted. The arbitrator shall have no authority to add to, subtract from, or
32 otherwise change or modify the provisions of this Agreement, but shall be authorized only to
33 interpret existing provisions of this Agreement as they may apply to the specific facts of the
34 issue in dispute.

1
2 **ARTICLE -- LABOR MANAGEMENT COMMITTEE (TA 06.11.25)**
3

4 A committee consisting of APP management representatives and bargaining unit
5 representatives shall meet at least on a quarterly basis, with meetings not to exceed ninety (90)
6 minutes unless extended by mutual agreement. The purpose of the Labor Management
7 Committee (LMC) is to discuss labor-management contract administration matters and to foster
8 improved communications between management and labor with the intent of proactively
9 resolving contract and other workplace issues. These meetings shall be utilized to clarify
10 contract interpretations and address workplace issues as they arise to prevent situations arising
11 to the level of a grievance. They shall also provide a forum for collaborative discussions
12 regarding clinical resources and improving patient care (e.g., staffing needs, scheduling,
13 training, etc.). The Employer and Association have a shared commitment to staffing that
14 seeks to ensure productive and effective use of resources to provide stable financial footing for
15 the institution, safe patient care, a safe work environment, and mitigation of provider burnout.
16

17
18 The committee may review and modify job descriptions from time-to-time to reflect the
19 ordinary evolution of the duties, responsibilities, requirements and qualifications for such APP
20 classification. A review of existing job descriptions may be initiated by the Employer, or at the
21 request of an employee who believes the job description for their classification is no longer
22 accurate. Final decisions as to the changes in job descriptions will remain in the Employer's
23 discretion.
24

25 The Committee shall be comprised of two (2) representatives of APP management and
26 two (2) representatives who shall be members of the bargaining unit. Each party shall be
27 responsible for appointing their members to the Committee. The Employer and Union will each
28 designate a Co-Chair of the Committee. Mutually agreed upon dates for a Committee meeting
29 must be set in advance of the scheduled date and noticed to the Committee members. An
30 agenda including the attendees for the Committee will be set in advance of the next scheduled
31 date by the Co-Chairs. The Co-chairs may mutually agree to cancel a meeting. Meeting minutes
32 will be kept and distributed to all bargaining unit employees.
33

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

4
5 **ARTICLE 15 - EQUAL EMPLOYMENT OPPORTUNITY AND WORKPLACE CONDUCT**
6 **(TA 9.16.24)**
7

8 15.1 Policy. The Employer and Union affirm their mutual dedication to the principles of equal
9 opportunity and freedom from unlawful discrimination. Neither the Employer nor the Union will
10 discriminate nor tolerate discrimination or harassment, as defined by and pursuant to Employer
11 policy and federal and state law. As such, the Employer and Union agree that they will not
12 discriminate nor tolerate discrimination on the basis of race, color, ethnicity, ancestry, religion,
13 gender, gender identity, gender expression, sex, sexual orientation, age, national origin,
14 immigration status (provided legal authorization to work), physical or mental disability or medical
15 condition unrelated to ability to perform essential functions of the job, marital or domestic
16 partnership status, familial status including parental status, pregnancy, status as a victim of
17 domestic violence, veteran status, political affiliation, membership or non-membership in, or
18 activity on behalf of or in opposition to, the Union, or other protected classification or activity, not
19 directly and substantially related to effective performance. Unlawful discrimination includes
20 sexual, racial and other forms of harassment based on protected classification or conduct.

21
22 15.2. Investigations. The Union agrees to cooperate fully with the Employer in the investigation
23 of any allegations of unlawful discriminatory behavior, including maintaining the confidentiality of
24 ongoing investigations. It is understood that confidentiality during an ongoing investigation is
25 critical to protect the rights of both the accused and the victim of such behavior, and to prevent
26 any interference with the conduct of a fair investigation. Such provision shall not be construed,
27 however, as preventing the Union from conducting any additional investigation after the
28 completion of the Employer's investigation.

29
30 15.3. Respectful Behavior. The Employer and the Union agree that mutual respect between and
31 among workforce members is integral to a healthy work environment, a culture of safety, and the
32 provision of excellent patient care.

33 **ARTICLE 17 - HEALTH AND SAFETY (TA 9.16.24; Final TA 6.11.25)**
34

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.

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

ARTICLE 18 – SEPARABILITY (TA 9.16.24)

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

ARTICLE 19 - DRUG AND ALCOHOL POLICY (TA 07.11.24)

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

ARTICLE 20 – MALPRACTICE INSURANCE (TA 01.28.25)

1 20.1 The Employer shall provide bargaining unit employees coverage under a malpractice
2 insurance policy with limitations of not less than one million dollars (\$1,000,000) for each
3 claim and an aggregate of not less than three million dollars (\$3,000,000).
4

5 20.2 Malpractice insurance will be maintained throughout the statute of limitations for claims
6 filed for professional activities undertaken in the scope of employment and assigned by
7 the Employer. Such insurance will be at no cost to the employee.
8

9 **ARTICLE 21 – SUCCESSORS (TA 9.16.24)**
10

11 In the event the Hospital is actively considering any merger, consolidation, sale of assets, lease,
12 franchise or any other such change in structure, management or ownership which may be
13 expected to affect the existing collective bargaining unit, the Hospital shall call this Agreement to
14 the attention of any entity, business or person who is succeeding to the management or
15 ownership of the Hospital. If such notice is given, the Hospital shall have no further liability or
16 obligations of any sort under this Section.
17

18 **ARTICLE 22 – WORKING OUTSIDE THE BARGAINING UNIT (TA 9.16.24)**
19

20 The parties agree that an APP shall be allowed to hold two or more non-supervisory
21 part-time, supplemental, on-call or per diem positions for Legacy Health, regardless of whether
22 such positions are inside or outside the bargaining unit. The parties further agree, however,
23 that an APP may not hold such positions if such work would interfere with the regular
24 expectations of the APP's work within their bargaining unit position.
25

26 An APP who applies for a supervisory position within LMG or any affiliated Legacy operation
27 must be willing to resign from their bargaining unit position in order to be considered for such
28 supervisory position.
29

30 In the event an APP holds two or more positions at the same time – one inside the bargaining
31 unit and one outside the bargaining unit – the following conditions shall apply:
32

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

1
2 B. A termination from the APP's non-bargaining unit position shall not be subject to the
3 grievance procedure under any circumstances. In addition, if an APP is terminated for any of
4 the following egregious infractions, committed while working outside of the bargaining unit, the
5 APP shall also be terminated from their bargaining unit position: improper treatment of patients;
6 gross insubordination; sexual, racial or other forms of harassment against other employees,
7 patients, patients' family members or visitors, or other customers; dishonesty; theft; violation of
8 patient confidentiality; violation of the drug and alcohol policy; or falsification of employment or
9 personal history data. Termination from the employee's bargaining unit position in the foregoing
10 circumstances shall not be subject to the grievance and arbitration procedures, unless the
11 Union can demonstrate that the APP did not commit the offense for which they were terminated.
12 In other circumstances where an APP is terminated from their non-bargaining unit position, they
13 also may be terminated from their bargaining unit position if the Employer can establish just
14 cause for such termination, based on the APP's conduct and prior discipline, both inside and
15 outside the bargaining unit. An APP must exhaust the Legacy Resolution of Problems and
16 Grievances procedure before proceeding with a contractual grievance or arbitration under
17 Articles 13 and 14. The timelines of the contractual grievance procedure will be suspended until
18 the Legacy procedure is complete.

19
20 C. Any discipline issued to an APP, whether the APP was working inside or outside the
21 bargaining unit, will count for purposes of progressive discipline. If the discipline is issued while
22 an APP is working outside of the bargaining unit, the discipline will be deemed as issued for just
23 cause and may not be challenged through the grievance procedure, unless the discipline results
24 in the APP's termination from their bargaining unit position. In such circumstances, the parties
25 agree that the APP shall be entitled to the same number of progressive disciplinary steps that a
26 full-time APP would receive. In other words, the fact that the APP holds more than one position
27 shall not result in the APP being entitled to additional disciplinary steps.

28
29 D. In the event an APP is removed from work pending the results of a for-cause drug
30 screen, or during the pendency of an investigation, the APP will be removed from all work, both
31 inside and outside the bargaining unit.

32
33 **ARTICLE 23 – OUTSIDE EMPLOYMENT (TA 9.16.24)**
34

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

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

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

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

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

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

ARTICLE 24 – COMPLETE AGREEMENT (TA 9.16.24)

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

Upon the execution/ratification of this agreement, both parties acknowledge that this agreement constitutes the entire agreement between the Hospital and the Union. In other words, the parties acknowledge that any matters not specifically made a part of this agreement, including any prior practices, understandings, grievance settlements or side letters not incorporated into this

1 agreement, are excluded and not a part of any agreement between the Hospital and the Union.
2 The parties agree that neither party shall be required to bargain to the term of this Agreement as
3 to any matter covered by this Agreement or any matter negotiated which was not ultimately
4 included in the Agreement. ~~The Association reserves the right to add a maintenance of rights~~
5 ~~section in the agreement.~~

6
7 Maintenance of Rights: All employee rights and benefits under this Agreement shall remain
8 unchanged during the term of this Agreement unless modified by mutual agreement. The
9 Employer shall not alter any other employee rights and benefits which are mandatory subjects of
10 bargaining and are well established in the bargaining unit without first notifying the Association
11 and bargaining upon demand.

12
13
14 The parties may voluntarily amend this Agreement at any time, but agree that any new
15 agreements arrived at during the term of this Agreement must be in writing and signed by both
16 parties.

17
18 IN WITNESS WHEREOF the parties have hereunto executed this Agreement on the date first
19 hereinabove mentioned.

20

LEGACY MEDICAL GROUP

OREGON NURSES ASSOCIATION

21