

PROFESSIONAL AGREEMENT

BETWEEN

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

AND

PEACEHEALTH SACRED HEART MEDICAL CENTER

July 1, 2018 through October 31, 2020

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ARTICLE 1 - PARTIES TO AGREEMENT

1.1 Parties This Agreement is made between PeaceHealth Sacred Heart Medical Center (“Employer”) and the American Federation of Teachers Local 6552, the Pacific Northwest Hospitalist Medicine Association, AFL-CIO (the “Union”).

ARTICLE 2 - RECOGNITION AND BARGAINING UNIT

2.1 Recognition and Bargaining Unit. Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time adult hospital medicine physicians employed by Employer in the hospital medicine department at the Employer’s RiverBend campus located in Springfield, OR, and the University District campus located in Eugene, OR (hereinafter “employees” or “hospitalists”); but excluding all adult hospital medicine department physicians with a Full Time Equivalent (FTE) of less than .5, per-diem employees, casual employees, all other physicians, advance practice clinicians, all other employees, and guards and supervisors. The term “regular part time” refers to employees having a Full Time Equivalent (FTE) of .5 or above.

2.1.1 Associate Medical Director. No more than two (2) Associate Medical Directors will also be exempt from the bargaining unit. Each Associate Medical Director may work up to a .75 FTE doing bargaining unit work.

2.1.1(a): If a bargaining unit hospitalist is promoted to an Associate Medical Director position, the individual shall receive a six (6) month trial period. If, during such trial period, the Employer or the Associate Medical Director determine the individual should not be continued in the position, they shall be reassigned to his/her former position.

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

ARTICLE 3 - UNION MEMBERSHIP AND REPRESENTATION

3.1 Membership

3.1.1 Membership. A Hospitalist hired on or after the effective date of this Agreement will, as a condition of employment, within thirty (30) days after the Hospitalist’s hire date,

become and remain a member of the Union or make payment in lieu of dues to the Union.

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

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

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

3.1.4 Religious exemption. A Hospitalist who is subject to the membership or payment requirements of this Article, but who is a member of and adheres to established and

traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations, shall not be required to continue membership in or financial support of the Union; except that such hospitalist shall contribute an amount equivalent to the Union dues to a nonreligious, tax-exempt charitable fund of his/her choice for the duration of the membership or payment requirements had they been applicable. Proof of contribution shall be supplied by the member to the Union in a timely fashion.

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

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

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

3.4 Bulletin Boards. Employer shall provide to the Union bulletin board space in the Hospitalists' office for posting of notices of all meetings of the Union, Union recreational and social affairs, appointments, newsletters and elections. All such notices shall be signed by a Union official/officer and shall be submitted to Director of Human Resources/designee for approval before posting. The Employer reserves the right to remove any discriminatory notices or

information with profane or slanderous contents. Any material removed will be returned to the Union.

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

3.6 Sale, Merger or Transfer. In the event the Medical Center is sold, leased, or otherwise transferred to be operated by another person or firm, the Medical Center shall have an affirmative duty to call this Agreement to the attention of such firm or individual and, if such notice is so given, the Medical Center shall have no further obligation hereunder. The Medical Center further agrees to abide with all laws and requirements in effect at time.

ARTICLE 4- EMPLOYER RIGHTS

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

The Employer's failure to exercise any right, prerogative or function hereby reserved to it, or the Employer's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative or function or

preclude it from exercising the same in some other way not in conflict with the expressed provisions of this Agreement.

ARTICLE 5 - COMPENSATION

5.1 Base Yearly Salary and Yearly Number of Shifts

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

5.1.2 Hospitalist Yearly Number of Scheduled Shifts and Salary. Yearly number of scheduled shifts for 1.0 FTE Hospitalist is 173 shifts with a base yearly salary of \$257,204. Salary and number of shifts are prorated for FTE levels less than a 1.0 FTE.

5.1.3 Base Yearly Salary. is to increase by 3% effective the first full pay period following July 1, 2018, 3% effective the first full pay period following July 1, 2019, and 3% effective the first full pay period following July 1, 2020.

5.1.4 Nocturnist Hospitalist Yearly Number of Scheduled Shifts and Salary. Yearly number of scheduled shifts for 1.0 FTE Nocturnist Hospitalist is 163 shifts with a base yearly salary of 117% of the Hospitalist base yearly salary. Salary and number of shifts are prorated for FTE levels less than a 1.0 FTE.

5.1.5 For absences over thirty continuous days *not* scheduled in accordance with the Scheduling Time Off provisions of this Agreement (see Appendix A), the Hospitalist's Base Yearly Salary will be prorated as well as the Yearly Number of Scheduled Shifts. During this period of time short or long-term disability and paid sick days may be used for salary continuation in accordance with terms of that plan.

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

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

5.2 Incentive Potential. Incentive compensation is paid in addition to the yearly base salary amount. The total potential fiscal year Incentive compensation is twenty thousand dollars (\$20,000) pro-rated by FTE. Depending on the Incentive components, Incentive compensation will be paid out on a quarterly or annual fiscal year basis based on achievement of individual and/or team criteria. Applicable payments will be made within thirty (30) days of the end of the fiscal quarter or within thirty (30) days of the end of the fiscal year. The Employer retains the right, in its sole discretion, to increase to the total dollar amount of potential Incentive compensation however the total potential Incentive amount *will not* be decreased below twenty thousand dollars during the term of this Agreement.

5.2.2. The incentive potential components will be developed for each fiscal year by SHMC and presented to the Labor Management Committee for discussion. The components for each fiscal year will be in effect beginning July 1. Prior to May 1st, members will be notified of the components for the next fiscal year's incentive.

5.3 Designated Extra Shift Compensation. At the end of each fiscal quarter, the number of shifts worked over a hospitalist's regularly scheduled shifts (prorated based on FTE), will be determined for each Hospitalist. For each Extra Shift the Hospitalist will be paid in accordance with the below schedule. Designated Extra Shift Compensation will be paid out within thirty (30) days of the end of the fiscal quarter. Regularly scheduled shifts include only one for one shift trades, as approved by the Employer. Trade will be defined as both parties working a shift within the same fiscal quarter or the successive fiscal quarter.

Effective the first full pay period following July 1	Effective July 1, 2018	Effective July 1, 2019	Effective July 1, 2020
Full Shift	\$1531	\$1577	\$1625
Half Shift	\$766	\$789	\$812
Nocturnist Full Shift	\$1902	\$1959	\$2017
Nocturnist Half Shift	\$951	\$979	\$1009

5.4 Other Compensation:

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

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

5.4.3 Approved Committee Compensation. Hospitalists participating in committees or special projects which have been approved by the Employer, including the amount of time, will be paid a stipend of \$125 per hour.

5.4.4 Critical Needs Extra Compensation. The Employer may designate a Critical Needs period of time. This designated period of time shall be communicated via email to the bargaining unit. The communication will state date and shift that will be designated as critical needs. Any changes or extensions in this designation shall also be communicated via email to the bargaining unit. During this period of time Hospitalists who work Critical needs will receive extra compensation of \$700.00 for each full shift and \$ 350.00 for each half shift. This extra compensation is in addition to any Designated Extra Shift Compensation a Hospitalist may be entitled. Critical Needs Extra Compensation will be paid out in the subsequent pay period. It is within the Employer's sole discretion to implement or cancel a Critical Needs period of time. This extra compensation does not apply to trades.

5.4.5 Payment of Other Compensation. Payment of Other Compensation, except Critical Needs Extra Compensation, will be made within thirty (30) days of the end of the fiscal quarter during which the compensation was incurred.

ARTICLE 6 - BENEFIT PLANS

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

Health Insurance – Medical-Dental-Vision

Health Savings Account

Short Term Disability Insurance

Long Term Disability

Life and Accidental Death & Personal Loss

Retirement Programs

Others Benefit Plans as may be applicable to a majority of the Employer's employed physicians.

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

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

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

ARTICLE 7 – HOSPITALIST PROFESSIONAL RELATIONSHIP

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

7.2 Professional Educational Development Professional Educational Development. All

Hospitalists shall receive up to twenty-five hundred dollars (\$2,500) per year for professional development related to the practice of medicine. A maximum of five thousand (\$5,000) may be rolled over per year. Hospitalists shall be reimbursed if acceptable expense documentation is submitted. Hospitalists will be reimbursed within 30 days of the submission.

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

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

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

ARTICLE 8 - EMPLOYMENT PROVISIONS

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

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

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

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

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

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

- Hire Date at PeaceHealth, and
- If the Hire Date is the same, then date of birth (oldest to be most senior).

8.4 Notice of Termination/Resignation of Employment.

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

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

8.5 Scheduling Time Off. To the extent possible, Hospitalists should schedule personal plans on days when they are not scheduled to work. Article 12 specifies how Hospitalists can request not to be scheduled to work on certain days ("requests").

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

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

8.8 Shifts. The Employer shall maintain its current practice of shift start and ending times. In the event the employer determines that shift times need to be altered, it shall notify the Union of its proposed changes and bargain to agreement over any proposed changes. The parties acknowledge that the shift start and end times are as listed below:

- Day Shift: 0700-1900 (day shift hospitalists may sign out at 1700 if all daily work is completed and they have signed out to the swing shift Hospitalist)
- PM 1300-2200 or 1400-2300 (Riverbend swing shift)
- PM (1/2 swing shift) 1500-2000
- Night Shift: 2100-0700 (Riverbend)
- Night Shift: 1900 – 0700 (University District)

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

ARTICLE 9 - NO-STRIKE OR LOCKOUTS

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

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

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

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCESS

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

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

10.2 Time Limits.

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

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

10.3 Grievance/Arbitration Process.

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

If the-Hospitalist or Union believes a grievance exists, a written grievance must be submitted to the Director within twenty (20) days of the date that the Hospitalist or Union knew or should have known that a grievance exists. The written grievance must be signed and dated and must also include (1) description of the nature of the grievance, (2) the article(s) of the contract or provisions of the Individual Agreement alleged to have been

violated, (3) and the specific remedy(ies) requested. Grievances may not be submitted by email to the Director and the parties shall meet in an attempt to resolve the grievance. If the Hospitalist requests it, a Union representative may be present and the Employer may have the Medical Director and/or a Human Resources representative present. The Director will issue a written reply within twenty (20) days following the meeting.

Step 2 - Hospitalist and Employer Designated Executive ("Executive")

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

Step 3 – Arbitration

1. Optional Grievance Mediation. After the Step 2 response, the Employer and the Union may mutually agree in writing to submit any unresolved grievance to mediation. The fees of the mediator and any costs for a mediation room will be borne equally by both parties. At any time during the mediation process either party, through written notice to the other, may terminate the mediation process. If the mediation is terminated the Union has twenty (20) days to refer the matter to Arbitration from the date of termination of the mediation.

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

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

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

ARTICLE 11 - COMMITTEES

11.1 Labor –Management Committee

The Employer, jointly with the elected representatives of the Hospitalists covered by this Agreement, shall establish a Labor Management Committee ("Committee"). The purpose of the Committee is to discuss labor–management contract administration matters and to foster improved communications between the Employer and the Union. The function of the Committee shall be limited to an advisory rather than a decision-making capacity. Such a Committee shall exist on a permanent basis and meet quarterly and shall consist of up to three (3) representatives of management and up to three (3) representatives of the Hospitalists covered by this Agreement. The Employer and Union will each designate a Co-Chair of the Committee. Meetings shall be for up to one and 1/2 hours, or longer by mutual agreement of the Co-Chairs. Mutually agreed upon dates for a Committee meeting must be set in advance of the scheduled date. An agenda including the attendees for the Committee will be set in advance of the next scheduled date by the Co-Chairs. The Co-chairs may mutually agree to cancel a quarterly meeting.

11.2 Hospital Medicine Resource Committee ("HMRC")

11.2.1 Focus of Committee:

1. Appropriate utilization of physician resources;
2. Problem solving of physician workload;

3. Develop workload surge protocol;
4. Monitor monthly patient acuity, census, changes in patient population, work schedules; to identify trends requiring potential adjustments or considerations related to physician workload and patient care.
5. The Committee will also review and consider requests by the Chief Operating Officer of the Employer ("COO")/designee that may have an effect on Hospitalist workload.

11.2.2 Composition of Committee:

1. The Committee shall be composed of three bargaining unit Hospitalists, selected by the Union, and three management members selected by the Employer. There shall be two Co-Chairs, one designated by the Union and the other designated by the Employer. The Co-Chairs will work together to determine mutually agreeable meeting dates and agenda for the Committee.
2. Hospitalists selected by the Union shall receive a stipend of \$125 dollars an hour for attendance at each HMRC meeting or mutually agreed upon subcommittee meeting.
3. The Chairs of the Committee may mutually agree to request other subject matter persons to attend the meeting(s) to provide information to the Committee.

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

11.2.4 Quorum and Committee Decision Making

1. A majority of the Committee members constitutes a quorum. There must be a quorum in order to hold a Committee meeting. Actions by the Committee shall be taken by a majority vote.
- 1.2 Any member of the Committee or COO may request the assistance of a neutral facilitator or mediator to assist in resolution of disputes. If such assistance is requested notice must be provided to all parties.

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

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

ARTICLE 12 – SCHEDULING TIME OFF

12. Time Off Request Process:

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

12.2 The Employer will publish a work schedule at least sixty calendar (60) days prior to the beginning of the work period. Requests must be made a minimum of thirty (30) and a maximum of 730 calendar days before the schedule is posted. The scheduling office will notify Hospitalists when the next schedule will be posted.

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

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

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

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

12.7 Requests of more than twenty-eight (28) continuous calendar days must be approved by the Director, Medical Director, or designee. The Director, Medical Director, or designee, shall be notified of non-emergent, full or partial shift trades or substitutions resulting in twenty-eight (28) or fewer consecutive days off at least 48 hours prior to the shift trade or substitution. Such

trades or substitutions shall require Director, Medical Director, or designee, approval. Shift trade requests shall not be unreasonably denied as long as the Hospitalist taking the shift has the necessary competencies, and the Hospitalists are working up to their yearly FTE and such trade or substitution does not result in in extra cost.

Holiday Weeks Scheduling Process

1. There will be a separate Holiday Week time-off schedule that is accessible to bargaining unit members.
2. Holiday weeks include: Thanksgiving, Christmas, New Years, and Spring Break
3. Each Hospitalist is expected to work 2 of the 4 holiday weeks
4. If multiple requests for time off are received for the same holiday week preference will be given to the Hospitalist who did not take the same holiday week the year before and historical use assessment.

Approval

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

ARTICLE 13 – LEAVES OF ABSENCE

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

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

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

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

ARTICLE 14 - SEVERABILITY AND MUTUAL AGREEMENT

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

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

ARTICLE 15 - DURATION OF AGREEMENT

15.1 Duration. This Agreement shall be effective the first full payroll period following its ratification by the Hospitalists, except as otherwise specifically provided for herein, up to and including October 31, 2020, and from year to year thereafter if no notice is served as hereinafter provided.

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

ARTICLE 16 – SUBCONTRACTING

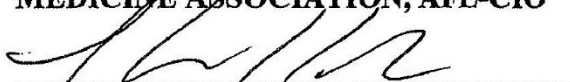
16.1 Before subcontracting work currently performed by hospitalists in the bargaining unit, the Employer will provide the Union at least 120 calendar days' notice of its intent to subcontract the work, and will provide the union with an opportunity to meet and discuss this impending decision and to bargain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


subcontracted; 3) overload work that does not result in a reduction in FTE status of any hospitalists; or 4) new work that cannot feasibly be performed by bargaining unit hospitalists; the feasibility of bargaining unit hospitalists performing the work will be presented and discussed at the HMRC.


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


SIGNED January 24 of 2019

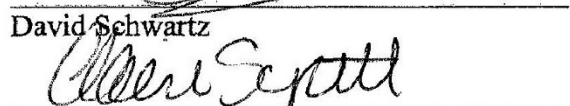
AMERICAN FEDERATION OF
TEACHERS LOCAL 6552, THE PACIFIC
NORTHWEST HOSPITALIST
MEDICINE ASSOCIATION, AFL-CIO


Tom Doyle


Arturo Salazar

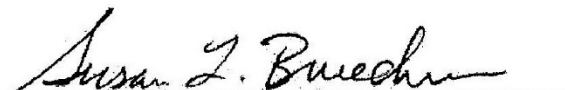

Michelle Birdseye


David Schwartz


Claire Syrett

SIGNED January 16 of 2019

PEACEHEALTH SACRED HEART
MEDICAL CENTER


Susan Bruechner

MEMORANDUM OF UNDERSTANDING – ONE

Smart Phone Policy

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

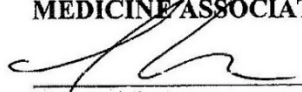
The Parties recognize that based on the communication needs for delivery of adult in-patient medicine, Hospitalists should be provided a smart phone. On this basis, effective June 23, 2015, the following policy regarding providing smart phones for Hospitalists in the bargaining unit will be implemented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


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

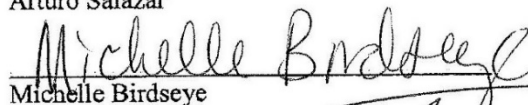
The terms of this MOU may be modified, canceled or an entirely new smart phone policy implemented through subsequent agreement between the Parties.


SIGNED January 24 of 2019

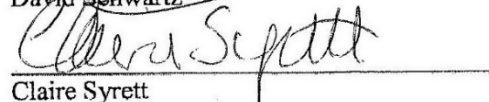
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Tom Doyle


Arturo Salazar



Michelle Birdseye


David Schwartz


Claire Syrett

SIGNED January 16 of 2019

PEACEHEALTH SACRED HEART
MEDICAL CENTER


Susan Bruechner


MEMORANDUM OF UNDERSTANDING – TWO

Bonus

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

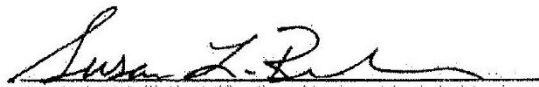
SIGNED January 24 of 2019

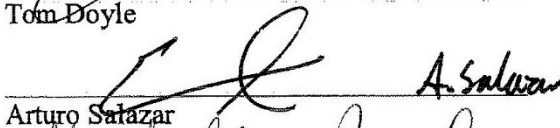
**AMERICAN FEDERATION OF
TEACHERS LOCAL 6552, THE PACIFIC
NORTHWEST HOSPITALIST
MEDICINE ASSOCIATION, AFL-CIO**

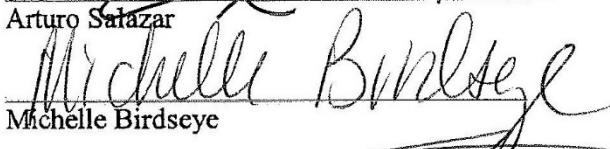

Tom Doyle


SIGNED January 16 of 2019


**PEACEHEALTH SACRED HEART
MEDICAL CENTER**


Susan Bruechner


Arturo Salazar


Michelle Birdseye


David Schwartz


Claire Syrett

LETTER OF UNDERSTANDING

Tail Insurance

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

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


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

Change of Carriers. If during the term of this Agreement, PeaceHealth opts to change the professional liability insurance carrier for Physician as set forth in Section 5.2.1, it shall either secure a "retro" clause in such coverage (i.e., "nose" coverage) or shall purchase tail insurance with equivalent coverage to the prior policy for errors or omissions arising from professional services rendered by Physician under this Agreement prior to the effective date of the new professional liability insurance policy.

Termination of Agreement. If this Agreement is terminated by PeaceHealth pursuant to Sections 7.2.2, or 7.3 due to a cause attributable to Physician, Physician agrees to reimburse PeaceHealth for the tail insurance premium and all reasonable costs related to securing tail insurance for Physician. If Physician's employment is terminated other than pursuant to Sections 7.2.2 or 7.3 due to a cause attributable to Physician, the Parties shall share cost of tail

insurance that PeaceHealth procures for Physician as 33 1/3% of the tail insurance premium, (ii) if during the second year, PeaceHealth shall pay 66 2/3% of the tail insurance premium, (iii) if during any subsequent year, PeaceHealth shall pay 100% of the tail insurance premium. Physician further agrees that PeaceHealth may set off such amounts Physician owes from any and all amounts due to Physician, including salary and bonuses. Physician shall reimburse PeaceHealth for any and all amounts remaining due following such set-off.

PeaceHealth Sacred Heart Medical Center

By:  Date: 16 January 2019

CONTRACT RECEIPT FORM

(Please fill out neatly and completely)

Return to Oregon Nurses Association
18765 SW Boones Ferry Road, Ste. 200, Tualatin, OR 97062-8498
or by fax 503-293-0013. Thank you.

Your Name: _____

I certify that I have received a copy of the ONA Collective Bargaining Agreement with
PeaceHealth Sacred Heart Medical Center FOR July 1, 2018 through October 31, 2020.

Signature: _____

Today's Date: _____

Your Mailing Address: _____

Home Phone: _____ Work Phone: _____

Email: _____

Unit: _____

Shift: _____