

LABOR AGREEMENT

between

NORTHWEST MEDICINE UNITED
(AMERICAN FEDERATION OF TEACHERS LOCAL 6552,
AFL-CIO)

and

PROVIDENCE HEALTH SERVICES - OREGON, dba
PROVIDENCE MEDICAL GROUP

September 22nd, 2025

through

December 31st, 2027

Article 1 - Recognition

Providence Health and Services – OR d/b/a Providence Medical Group (“Employer”) recognizes the Union as the exclusive bargaining representative of all full-time, regular part-time, and per diem Physician, Physician Associates, and Nurse Practitioners employed by the Employer at the following immediate care clinic facilities: 18040 SW Lower Boones Ferry Rd., Suite 100A, Tigard, OR; 200 S SE Hazel Dell Way, Canby OR; 1321 NE 99th Ave., Suite 100, Portland OR; 16180 SE Sunnyside Rd., Suite 102, Happy Valley OR; 7305 SE Circuit Dr., Suite 180, Hillsboro OR; 12442 SW Scholls Ferry Rd., Suite 100, Tigard OR; 16770 SW Edy Rd., Suite 102, Sherwood, OR; and 10670 NE Cornell Rd., Suite 101, Hillsboro OR. Excluded are all other employees, non-professional employees, Medical Directors, coordinators, administrative personnel, and guards and supervisors as defined by the National Labor Relations Act. If the Employer decides to relocate one of the aforementioned clinic locations within the Portland metropolitan area, the full-time, regular part-time and per diem Physicians, Physician Associates and Nurse Practitioners employed by the Employer, as defined above, who are employed at the relocated clinic will be represented by the Union and will be considered part of the bargaining unit.

Should additional Providence Immediate Care clinics be opened in the Portland Metropolitan area all full-time, regular part-time, and per diem Physicians, Physician Associates, and Nurse Practitioners employed by the Employer who work at such sites shall be covered by the terms and conditions of this Agreement, if a majority of the employees at the newly opened clinic sign on to a petition to join the Association.

Article 2 – Union Membership

2.1 Membership. A bargaining unit member, employed on or after the effective date of this Agreement will, as a condition of employment, within thirty (30) days after the effective date of the Agreement (or thirty days after their hire date), become and remain a member of the union (or, alternatively, make payment of an agency fee in lieu of dues to the Union to cover the costs of performing its duties as exclusive bargaining representative, including bargaining and administering this Agreement).

2.2 Remedy for Non-Payment. If a bargaining unit member is not in compliance with the provisions in the section, the Union will notify the bargaining unit member in writing that they are delinquent in the satisfaction of their obligations, and will provide a copy of the notice to the designated Employee Relations Consultant of the Employer. The Union will allow the bargaining unit member a reasonable period of time of not less than fourteen (14) days to cure the delinquency. If the bargaining unit member fails to cure within the allotted time, then the Union may contact the designated Employee Relations Consultant for the purpose of proceeding with termination of employment. Should a termination occur, a duly authorized representative of the Union will be present for the termination proceeding.

2.3 Religious Exemption. A bargaining unit 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 bargaining unit member shall contribute an amount equivalent to the Association dues or agency fee to a nonreligious, tax-exempt charitable fund of their choice for the duration of the membership or payment requirements had they been applicable.

2.4 Dues Deduction. The Employer will deduct union membership dues/agency fees and voluntary COPE contributions from the salary of each bargaining unit member who voluntarily agrees to such deductions and who submits an appropriately written authorization form to the Employer setting forth the standard amount of the deduction. Deductions shall be made monthly and remitted monthly to the Association. Changes in amounts to be deducted from a provider's wages will be made on The Employer reserves the right to add, alter, amend, modify, substitute or withdraw any proposals during these negotiations.

The bases of specific written confirmation by the Union received not less than one (1) month before the deduction. The Employer shall furnish electronically to the Association, on a monthly basis, a current alphabetical listing of the names and employee identification numbers, along with the amount deducted, for each employee in the bargaining unit. The list shall also include new hires and terminations.

2.5 Maintenance of Deduction. An Employee may terminate any authorized payroll deduction for Union dues or agency fees by sending written notice via U.S. mail to the Union and the Employer during the periods not less than 30 days and not more than 45 days before either (1) the annual anniversary date of this agreement, or (2) the date of termination of the applicable contract between the Employer and the Union. This authorization shall be automatically renewed from year to year unless the Employee revokes it in writing. An Employee may terminate COPE deductions by notifying the Employer and the Union via U.S. mail at any time.

2.6 Indemnification. The Union shall be obligated to hold the Employer and its officers, employees, and agents, free and harmless from any claims or damages from any party whatsoever for any actions taken in connection with this article. Further, the Union shall pay for the defense of any such action against the Employer and shall indemnify the Employer against any and all claims or damages which may originate from this article.

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

Article 3 - Union Business

3.1 Rosters. On a quarterly basis, the Employer will provide the Union electronically with a list of bargaining unit providers which will include, as available, providers' names, addresses, FTE, job classification/title, date of hire with the Employer, personal email and telephone number. In addition, every three (3) months, the Employer will provide information to the Union about terminations and transfers of bargaining unit members. The Union may request additional information relevant to this Agreement and its application, as needed, in accordance with the National Labor Relations Act.

3.2 Representatives and Access to Premises. Non-employee representatives of the Union will be allowed to enter the Employer's premises for pre-scheduled meetings with management (e.g., grievance meetings). In addition, one authorized union representative may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employee lounges, work areas or other patient care areas unless advance approval has been obtained from Human Resources or the Clinic Manager. Providers who are members of the bargaining unit may make such requests to Human Resources or the Clinic Manager on behalf of Union representatives and may request use of meeting rooms or office space for the provider(s) and representatives, provided that

such requests comply with the Clinic's guidelines on use of such space, e.g., adherence to patient privacy and confidentiality policy and non-interference with performance of work. If the Employer denies the request, it will communicate its decision in writing, along with any recommendations it may have for alternate times and/or spaces. This limited right of access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not unnecessarily interfere with or disturb providers in the performance of their work during working hours and shall not interfere with or provide any distraction to patient care, patient families, or the normal operation of the Employer.

3.2.1 List of Authorized Representatives. The Union shall provide a list of local officers, committee members and authorized representatives (to include shop stewards/grievance officers) on an annual basis and will notify the Employer of any change(s) within thirty (30) days of the change(s).

3.3 Bulletin Boards. A bulletin board in a mutually agreed upon location at each clinic where bargaining unit providers work, shall be designated for the use of the bargaining unit. The provider and non-provider units will share the bulletin board with designated space of at least two (2) feet by three (3) feet. Postings shall not exceed standard legal size and may not be defamatory. All materials posted must be dated and signed by a designated union representative. The Union and each bargaining unit member agree to limit the posting of Union materials to this designated bulletin board.

3.4 Meeting Space. The Union recognizes that the Employer has limited meeting space available. Subject to the Employer's guidelines on use of meeting/conference room space, the Union may utilize an available room of the Employer for official Union meetings of the bargaining unit, provided sufficient advance request for meeting facilities is made to the designated administrator and space is available.

3.5 Negotiations. Each party to negotiations is responsible for the availability of the bargaining team it has chosen to represent it. The parties commit to the importance of participation of providers in contract negotiations. Provider members of the Union's negotiating team will work with their leaders or other bargaining unit members to make good faith attempts to adjust their schedules to accommodate negotiations, which may include schedule trades. Providers should give notice as far in advance as possible. Members of the Union's negotiating team may also request adjustments to their schedules to accommodate negotiations, provided that such notice is given as far in advance as possible and attendance at negotiations does not disrupt patient care or the Employer's operations. Requests for agreed upon schedule trades between providers will be honored, provided that, in the judgment of the Employer, operational and patient care needs can be met. Providers will be paid for the entire day if they work any portion of their scheduled shift before or after negotiations that day.

Article 4 - Orientation

During the first thirty (30) days of a newly hired provider's employment, a bargaining unit provider or Union representative designated by the Union may arrange a meeting with the newly hired provider for up to thirty (30) minutes to discuss Union membership and contract administration matters, provided the discussion does not interfere with the work of either provider. The time spent on this orientation must be within both provider's regularly-scheduled work weeks (i.e., not on extra shifts).

Article 5 - General Provisions

5.1 Separability/Savings Clause. This Agreement is subject to all applicable federal, state and local laws and regulations. Should any article, section or portion of this Agreement be held or rendered unlawful and/or unenforceable by a new law or regulation or by a court or board of competent jurisdiction, such invalidation shall apply only to the specific article, section or portion directly specified. Any provision of this Agreement not declared invalid shall remain in full force and effect for the term of this Agreement. If any provision(s) of this Agreement become(s) invalid and upon demand of either party, the parties shall begin negotiations for the sole purpose of replacing this Agreement's invalidated provision.

5.2 Complete Agreement. The parties hereto have had an opportunity to raise and discuss all negotiable subjects leading to the adoption of this Agreement. Therefore, for the life of this Agreement, each party voluntarily and unqualifiedly waives the right to, and each agrees that the other shall not be obligated to, bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of any or all of the parties at the time they negotiated or signed this Agreement. The provisions of this Agreement take precedence over past or existing practices that are inconsistent with these provisions. The parties further agree, however, that this Agreement may be amended by the mutual consent of the parties in writing at any time during its term.

5.3 Extinguishing Individual Employment Agreements. The parties recognize that the providers covered by this Agreement have elected the Union to represent them in regard to wages, benefits and other terms and conditions of employment. Effective upon ratification of this Agreement, providers' individual employment agreements will be deemed null and void, except that for any actions and/or omissions pre-dating the extinguishing of the individual employment agreement such as, but not limited to, compensation for hours worked prior to ratification, the rights, obligations, and responsibilities of the parties will be controlled by the terms of the providers' individual employment agreements.

Article 6 - Management Rights

Except as may be limited by an express provision of this Agreement, and applicable federal law, all rights to manage the facilities and direct providers are vested exclusively in the Employer. This Article does not waive any bargaining obligation that the Employer may have under federal law on any subject that is not identified in this Article. The management rights as to which the Employer may so act include, but are not limited to:

- determining its services, methods for delivering services and operations;
- the right to discontinue or transfer processes, services or operations;
- to sell or lease the business;
- to introduce new or different methods, processes, procedures, technological changes, equipment or facilities;
- to automate job functions or duties, and/or to determine, or redetermine, the methods, processes, equipment, and materials to be employed;
- to hire or contract for temporary providers to perform work,
- to establish or continue policies, practices, or procedures, except those that conflict with the provisions set forth in this Agreement. Any new policies that affect scope of practice must be negotiated with the union;
- to establish, modify and enforce reasonable rules and regulations pertaining to provider conduct, safety policies and procedures, and work activities, and to amend and revise current

policies, rules and regulations, except those that conflict with the provisions set forth in this Agreement. Any new policies that affect scope of practice must be negotiated with the union;

- to select and to determine the number and types of providers required;
- to assign work covered by this Agreement in accordance with the requirements determined by management;
- to establish and change work schedules, shifts, locations, duties and assignments subject to the provisions set forth in this Agreement;
- to transfer, promote or demote providers, or to lay off, terminate or otherwise relieve providers from duty, subject to the provisions set forth in this Agreement;
- to establish wage rates for new or changed classifications or positions, following bargaining with the Union and bargaining about appropriate wage rates;
- to establish reasonable work or performance standards;
- to shut down for any lawful reason necessary;
- to suspend, discharge, or otherwise discipline providers for Just Cause in accordance with this Agreement;
- to fix reasonable standards of quality and quantity for work to be done;
- to determine job content, provided that the Union may request to bargain when the Clinic changes job content of bargaining unit providers;
- to alter, rearrange, combine and/or eliminate jobs, positions, job classifications or descriptions in accordance with this Agreement

All matters not covered by the language of this Agreement shall be administered by the Employer on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine, except as may be limited by applicable federal law, including the National Labor Relations Act.

Article 7 - Provider Resource Committee

7.1 Provider Resource Committee (CRC). Within ninety days (90) days of the ratification of this agreement, the Employer shall form a new Provider Resource Committee (RC) to address workplace issues related to the Employer's operations.

7.1.1 Focus of Committee:

1. Appropriate utilization of clinician resources and process improvement;
2. Problem solving of clinician workload;
3. Provider work schedules and appointment times; and,
4. Safety in the clinic locations.

7.1.2 Composition of Committee:

1. The Committee shall be composed of one (1) bargaining unit physician, two (2) bargaining unit Advanced Practice Providers (APPs), and three (3) members selected by the Employer, including the Employer's Regional Medical Director (or designee). There shall be two Co-Chairs, one designated by the providers and the other designated by the Employer. The Co-Chairs will work together to determine mutually agreeable meeting dates and agenda for the Committee.
2. The Co-Chairs of the Committee may mutually agree to request other subject matter persons to attend the meeting(s) to provide information to the Committee.

3. When appropriate, members of the non-provider Resource Committee may be invited to attend the Provider Resource Committee meeting, to collaborate on issues of shared concern. Both Co-Chairs of the Provider Resource Committee must agree to have members of the non-provider Resource Committee attend a Provider Resource Committee meeting. Additionally, at the request of the Co-Chair representing the providers, an RN (who may or may not be a member of the non-provider Resource Committee) may be invited to a Committee meeting(s).

3. Meeting Times. The Committee will meet at least quarterly for up to ninety (90) minutes or otherwise as mutually agreed by the Co-Chairs.

4. Committee Charter. The first order of business for this Committee will be to draft a charter and Committee bylaws.

B. If the providers are scheduled to work on the day of the meeting, meeting time spent by the three (3) providers will be paid at the appropriate rate of pay. Meeting dates shall be established at least forty-five (45) days in advance so appropriate coverage for meeting time can be obtained. Providers who are not scheduled to work will not receive any additional pay for attending the meeting. The Clinic will use its best efforts to schedule meetings on days where providers are already scheduled to work. The two Co-Chairs will coordinate dates for these meetings.

C. Any recommendations made by the providers will be advisory only. Nothing in this Article grants participants the right to make changes or vary from the terms of the Agreement.

Article 8 - Task Force

8.1 Purpose. The purpose of the Task Force is to discuss labor-management contract administration matters, problems that arise between the Employer and the Union, and to foster improved communications between the Employer and the Union. The Task Force is intended to be advisory, but both parties recognize that the Task Force may develop, as appropriate, written solutions to problems amenable to both parties. The Task Force may also identify issues that require negotiation of a Memorandum of Understanding. Joint communications and/or recommendations of the Task Force shall be made by majority vote.

8.2 Membership. Task Force is comprised of a Human Resources representative, up to two (2) additional members of management designated by the Employer, up to two (2) providers covered by this Agreement who will be selected by the Union, and (1) Union representative. The Employer and the Union will each designate a Co-Chair.

8.3 Meetings. Task Force will meet on a quarterly basis and such meetings will not exceed ninety (90) minutes, unless mutually agreed upon by the Co-Chairs. The Co-Chairs may also agree to cancel a quarterly meeting. The meetings will be held virtually unless there is mutual agreement by the Union and the Employer to meet in person. Mutually agreed upon dates for a meeting shall be set in advance of the scheduled date to provide sufficient notice to meeting participants. An agenda, including the attendees for the Task Force, will be set in advance of the next scheduled date by the Co-Chairs.

8.3.1 Task Force meetings for the provider and non-provider units may be combined if there are issues of shared concern to be discussed. Both Co-Chairs must agree to combine the provider and non-provider

unit meeting(s). If the providers' Chair makes a request for combining both units, the Employer's Chair will not unreasonably deny such a request.

8.4 Minutes. Minutes for each meeting shall be prepared and furnished to the members of the Task Force. The Employer and Union will, upon request by the Task Force, supply relevant records and information necessary to fulfill the Task Force's goals, provided that the information does not contain confidential information. The minutes and information furnished to the Union and Task Force members in connection with the functioning of the Task Force are to be deemed confidential and may be disclosed to other persons only by mutual agreement of the Employer and Union.

8.5 Provider Unit Task Force Members. The Union shall provide the names of the two (2) providers and the Union's representative to Human Resources at least thirty (30) days prior to the first scheduled meeting. If the providers are scheduled to work on the day of the meeting, meeting time spent by the two (2) providers will be compensated at the appropriate rate of pay. Meeting dates shall be established at least forty-five (45) days in advance so appropriate coverage for meeting time can be obtained. Providers who are not scheduled to work will not receive any additional pay for attending the meeting. The dates of the meeting will be selected jointly by the Co-Chairs. The Co-Chairs will disseminate a written agenda one week before the meeting.

Article 9 -No Strike/No Lockout

It is agreed that during the term of this Agreement, (a) the Employer shall not lock out its employees and (b) neither the employees nor their agents, including the Union, or other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, picketing in regard to their employment relationship with Employer, walkout, slowdown, boycott or any other interference with the operations of the Employer, including any refusal to cross any other labor organizations' picket line. If any employees or group of employees represented by the Union should violate the intent of this section, the Union will take steps to affect a prompt resumption of work.

Any employee participating in any strike, sympathy strike, picketing in regard to their employment relationship with Employer, walkout, slowdown, boycott or any other interference with the operations of the Employer shall be subject to discipline up to and including discharge, as the Employer may direct.

Nothing in this Article prohibits an off-duty employee from participating in a picket for another bargaining unit; however, an employee may not participate in any such picket during their work hours nor may the employee interfere with patient access and/or care.

Article 10 - Successorship

In the event that the Employer sells a clinic location or the entirety of its business, the Employer will inform the buyer about the existence of the bargaining unit covered by this Agreement and will provide the buyer with a copy of this Agreement.

MEMORANDUM OF AGREEMENT
On
Ethical and Religious Directives

As articulated in Article XX of this Agreement, providers are expected to deliver medical care consistent with *The Ethical and Religious Directives for Catholic Health Care Services* (“ERD”), as interpreted and communicated to providers by Clinic leadership in consultation with Ethics and Mission leaders.

In order to deal with the nuances presented by the overlapping obligations of ERD and applicable standards of care, providers are encouraged to raise questions regarding interpretation or application of ERD in particular circumstances with Clinic leadership. Clinic leadership, in consultation with the Employer’s Ethics and Mission professionals, will provide appropriate additional guidance. Providers will not be disciplined for following the guidance relayed by Clinic leadership, and there will be no retaliation for good faith inquiries to Clinic leadership regarding ERD issues. Discipline for any alleged violation of ERD principles will be subject to the grievance procedure in this Agreement.

Within ninety (90) days following ratification of this Agreement, the Employer and the Union agree to form a working group to discuss concerns or questions the providers have regarding ERD. The parties acknowledge that the ERD working group will issue further guidance for providers regarding the interaction between ERD and applicable standards of care. The ERD working group will be composed of three Employer representatives, two clinicians from the bargaining unit, and one Union representative.

Article 11 - EMPLOYMENT PROVISIONS

11.1 Probationary Period. A provider employed by the Employer shall not become a regular employee and shall remain a probationary employee until they have been continuously employed for a period of three (3) months. However, at its discretion, the Employer may extend the provider’s probationary period up to an additional three (3) months by written notice to the provider.

11.2 Discipline. The Employer shall have the right to discipline, suspend or terminate providers for just cause. The Union may file a grievance on behalf of the provider if they believe this Article has been violated. The Employer expressly reserves the right to discharge any provider deemed to be incapable or incompetent. The Employer shall be the sole judge of the provider’s capability and competence; provided, however, that such judgment shall be exercised in good faith and based upon established job criteria. Further, the Employer shall have the right to immediately terminate providers, following an appropriate investigation, for the following reasons that both parties to this Agreement constitute “just cause” under this Article:

(a) the provider’s license in Oregon state is terminated, suspended, reduced, restricted, or expired or provider is otherwise materially disciplined by the action of any state agency having jurisdiction or authority over providers practicing in the state of Oregon, without regard to whether or not such termination, suspension, reduction, restriction or discipline has been fully adjudicated if such license suspension, reduction, restriction or expiration continues for a period of thirty (30) days or more;

(b) the provider fails to inform the Employer as soon as reasonably possible about the suspension, revocation, termination, restriction, or expiration of the provider’s federal

DEA number, license to practice medicine in the state of Oregon and/or provider's medical staff privileges (if applicable) at any hospital;

(c) the provider fails to inform the Employer as soon as reasonably possible about the initiation of a disciplinary proceeding/inquiry before the Medical Board for the state of Oregon or a similar body;

(d) the provider fails to inform the Employer as soon as reasonably possible about any investigation, sanction or similar action by a peer review organization;

(e) the provider fails to inform the Employer as soon as reasonably possible about any auditor's or similar proceeding by any federal, state or local agency dealing with payment for medical services or any commercial or government payor;

(f) the provider fails to inform the Employer as soon as reasonably possible about any criminal investigation, including but not limited to any arrest, criminal charge or indictment of the provider;

(g) the provider fails to inform the Employer as soon as reasonably possible about any action with respect to, or impediment of, provider which may negatively affect the status of provider's license, permits, or privileges;

(h) the provider fails to inform the Employer as soon as reasonably possible about any threatened, proposed or actual exclusion, restriction, suspension, probation, loss of billing privileges or sanction from any federally-funded health care program, including Medicare and Medicaid;

(i) the provider engages in sexual or other harassment or discrimination;

(j) the provider is charged with either (1) any offense punishable as a felony, or (2) any offense punishable as a gross misdemeanor that also tends to injure the reputation of the Employer as reasonably determined by the Employer;

(k) the provider's medical staff privileges (if applicable) at a Providence facility or privileges at any other hospital are suspended, restricted, or revoked for a period longer than thirty (30) days;

(l) the provider is abusing or misusing drugs (either illegal drugs or prescription drugs in a manner other than as prescribed) that impacts their workplace performance, or is impaired by drugs or intoxicants in the workplace;

(m) the provider willfully, repeatedly, or flagrantly fails to fulfill the provider's responsibilities to provide professional medical services in compliance with the requirements of applicable standards of relevant professional societies, applicable laws and regulations, and in a manner designed to meet or exceed the recognized standard of care for the provider's specialty practicing under the same or similar circumstances and is consistent with the PSJH Mission and Core Values and *The Ethical and Religious Directives for Catholic Health Care Services*, as interpreted and communicated to providers by Clinic leadership in consultation with Ethics and Mission leaders;

(n) the provider is terminated or excluded from participation in any government healthcare payor program or commercial payor program in which the Employer participates; or

(o) the provider fails to immediately inform the Employer about a medical malpractice claim or action against the provider that may impact the provider's ability to provide care to Employer's patients.

11.3 Clinic Policies, Rules and Procedures. Providers must comply with all applicable Clinic policies, rules and procedures for any Clinic in which the provider has privileges. Providers must also comply with the PSJH Compliance Plan and Conflict of Interest Policy. Failure to abide by these policies, rules and procedures may lead to disciplinary action, up to and including, termination from employment. Employer policies may be found on the HR Portal accessible to all providers.

11.4 Investigatory Interviews. The Employer will comply with providers' *Weingarten* rights, which pertain to a provider's right to Union representation when they reasonably believe that such a meeting may result in a disciplinary action. The bargaining unit member will be given advance written notice of at least twenty-four (24) hours of the subject matter of an investigatory meeting. In order to minimize disruption to patient care and provider productivity, this meeting should be held at a time that is mutually agreed upon, so long as it does not unreasonably impede the Employer's investigation.

11.5 Administrative Leave Pending Investigation. A provider may be placed on paid administrative leave pending investigation in the event of an allegation of serious misconduct. The Employer will notify the bargaining unit member of their right to consult with the Union. Determination of the appropriate discipline in compliance with this Article shall be made at the completion of the investigation. The Employer shall attempt in good faith to conclude the investigation within fourteen (14) calendar days or as soon as reasonably possible given the circumstances, with written notice given to the provider and copied to the Union if more time is needed.

11.6 Performance Improvement Plans. The Employer, at its discretion, has the right to place a provider on a performance improvement plan for unsatisfactory performance. Any such performance improvement plan will constitute progressive discipline under the just cause standard agreed upon by the parties in this Article. Performance improvement plans will have a reasonable start and end date with measurable goals. Further, at its discretion, the Employer may issue to providers a warning, Memorandum of Expectations, or other form of corrective action, all of which will constitute progressive discipline under the just cause standard agreed upon by the parties. The Employer is not obligated to issue all of the above types of corrective action before making a decision to terminate the provider. Both parties recognize that the severity of the misconduct will dictate what progressive discipline is appropriate. Disciplinary action will be conveyed in a private manner intended to minimize disruption to operations where practical and recorded in writing, with a copy given to the provider and placed in their personnel file. A provider will also be permitted to submit to their personnel file a written rebuttal or explanation, which will be included with any documentation of discipline or discharge.

11.7 No Cause Separation. Nothing in this Article prevents the Employer and a provider from mutually agreeing to a no-cause separation on a case-by-case basis, the terms of which separation would be negotiated between the Employer and the Union.

11.8 Notice of Resignation By Providers. In the event that a provider wishes to resign from their employment with the Employer, the provider must give ninety (90) days written notice to the Employer. The Employer reserves the right to rescind any approvals for time-off previously given to the provider beyond a total of six full shifts, prorated by FTE, during the last forty-five (45) days of the notice period and has the right to deny unreasonable requests for time-off during this 90-day notice period. Failure to give 90-day notice by the provider may, at the Employer's discretion, make the provider ineligible for rehire. The Employer will give consideration to situations that would make lack of notice by a provider excusable. A provider's major illness/life event, or major illness/life event or death in their immediate family, will be deemed "excusable." Upon resignation, the provider may request to stay on as part of the per diem float pool. The Employer may not put the provider on administrative leave once they have given notice of resignation, except for a resignation pursuant to X.7 in this Article.

11.9 Personnel Files. A provider may review the contents of their personnel file upon request. A provider may submit a written request seeking that written disciplinary notices be removed from their personnel file after three (3) years, if no further disciplinary action is applied. Any removal of material from the Human Resource file shall be at the sole discretion of the Chief Human Resources Officer.

11.10 Exit Interview. A provider shall, if they so request, be granted an exit interview upon the termination or resignation of their employment.

11.11 Peer Review Processes. The parties recognize that peer review processes and recommendations made by the PMG Peer Review Committee are entirely separate from providers' employment and are not governed by or superseded by any provision of this Agreement.

11.12 Reports to the State Licensing Board/Association. Under normal circumstances, the Employer will make a reasonable effort to inform a provider if the Employer is making an official report about the provider to the relevant state-based Licensing Board/Association. The Union understands that individual employees and/or leaders have the right to make confidential reports to a state Licensing Board/Association and may not inform the Employer about a report being made; in such circumstances, the Employer has no obligation to inform the provider. Reports made by the Employer in good faith shall not be subject to challenge or review under the grievance procedure in this Agreement.

11.13 Inability to Perform Essential Functions. If a provider is unable to perform the essential functions of their job, as reasonably determined by the Employer, the provider does not qualify for leave under the Employer's policies, and there are no reasonable accommodations which would enable the provider to perform the essential functions of their job, the parties recognize that the Employer may separate the provider. In such circumstances, the Employer will, upon request by the provider, meet with the provider and the Union to discuss the terms of the provider's separation.

Article 12 - Seniority Definitions and Applications of Seniority

For the purposes of this Agreement, the following definitions shall apply:

12.1 Unit Seniority. Seniority shall mean a regular full or part-time provider's length of employment in the represented bargaining unit. The bargaining unit was certified February 29, 2024. If providers have the same unit seniority date, the providers' hire date with PMG Immediate Care will be used to determine

who is the most senior provider. In the event that the hire date of providers is the same, seniority will be determined by the total length of time employed by Providence Medical Group.

12.1.1 Loss of Unit Seniority. A regular full or part-time provider will lose their unit seniority if the provider (a) resigns for a period of longer than one (1) year, (b) retires for a period of longer than one (1) year, (c) is terminated for “just cause”, (d) is on an unpaid leave of absence for longer than one (1) year, or (e) is separated via a reduction in force for a period longer than one (1) year.

12.1.2 Reinstatement of Seniority. The parties may mutually agree to reinstate the previously-held unit seniority of a provider. Any such reinstatement of seniority will be reflected in a separate agreement executed by the provider, the Union and the Employer, and will be placed in the provider’s personnel file.

12.2 Applications of Seniority.

12.2.1 Additional Available FTE at a Clinic Location. The Employer will announce open core provider FTE within the IC Clinics to the bargaining unit. A provider may request modification to their FTE status by submitting their request in writing to their Medical Director. In the case of multiple requests from providers to add available additional FTE which the Employer determines cannot all be approved, the most senior provider’s request will be granted, provided that it does not disrupt other providers’ schedules at the clinic location.

12.2.2 Voluntary FTE Changes. Not more frequently than once per year, on dates designated by the Employer after the ratification of this Agreement, a provider may request increases to their FTE status by submitting their request in writing to the Medical Director. A provider may freely decrease FTE with ninety (90) days’ notice provided to the Medical Director. The Medical Director expressly reserves the right to approve or deny a provider’s request to modify their FTE based on operational or patient care needs and to determine the date that the modification will go into effect. Responses to a request for FTE changes will be provided within thirty (30) days after the submission of the request. In the case of multiple requests to change FTE status which, in the determination of the Employer cannot all be approved, the most senior provider’s request to modify their FTE will be granted; provided that, in the opinion of the Employer, operational and patient care needs can be met.

12.2.3 Applying for Open Positions/Vacancies. When the Employer intends to fill a vacancy within the bargaining unit, it will notify bargaining unit providers via email. A provider who desires to fill such vacancy may notify their Clinic Medical Director in writing within seven (7) days of receiving the email, during which time the Employer will not post for external candidates. Formal applications still require using the Employer’s electronic application system. If a regular full and/or part-time bargaining unit provider meets the qualifications of the job, the bargaining unit provider will be given preference for the open position; provided that, in the Employer’s judgment, all patient care and business needs can be met. In cases where multiple bargaining unit providers apply to an open position, the most senior qualified internal applicant will be given preference for the open position.

12.2.4 Changes to Clinic Scheduling Templates. When changes to the clinic scheduling template are necessary, the Employer will notify impacted providers of any conflicts. The scheduling preference of the more senior provider will be accommodated, provided that the Employer determines that all patient care and operational needs can be met.

Article 13 - Attendance

13.1 Requirements. The parties acknowledge the importance of Providers arriving to work on time and that reliable attendance is critical to ensuring care for our patients and for good teamwork in the Clinic. Unplanned and unreported absences, including tardiness or partial day absences, may result in disciplinary action up to and including termination. Providers are expected not to exceed five (5) occurrences of unscheduled, unapproved absences or tardy events in a rolling twelve (12) month period.

13.2 Construction. Consecutive day absences for the same reason are counted as one (1) occurrence. Unplanned absences related to family medical leave, military leave, work-related illness or injury, jury duty, bereavement leave, Oregon Protected Sick Time and other approved leaves are not counted as occurrences under this policy, unless related to an intermittent leave and the caregiver does not appropriately communicate the time of an intermittent leave, in accordance with the Clinic's practice or instructions. Similarly, any unplanned absence due to Caregiver Health Services having deemed the provider unable to work will not be considered an occurrence. Caregivers are expected to give notice of the need for time away whenever possible.

13.3 Consequences. Providers who show a pattern of absences less than this standard may be verbally counseled to avoid further occurrences and disciplinary action. Providers demonstrating a pattern of unavailability may also be counseled or disciplined. Examples include repeated absences on days preceding or following a day off, and weekend absences when scheduled to work weekends.

13.4 Reporting. Providers are expected to follow their home Clinic's procedures for reporting absences. Not reporting an absence may result in discipline, up to and including termination. Providers who are absent for three (3) or more consecutive days without notifying Clinic management are considered to have voluntarily terminated their employment.

Article 14 - Equal Employment Opportunity

The Employer and the Union agree and support the policy to employ, evaluate, compensate, promote and retain individuals on the basis of qualifications, ability, and performance regardless of union membership, race, national origin, age, color, sex, marital status, religious belief, veteran status, political ideology, sexual orientation, gender identity or expression, genetic information or disability. Neither the Union nor the Employer shall discriminate against any provider on account of the provider's choice to join or refrain from joining the Union, nor shall either party discriminate against any provider for lawful activity on behalf of or against the Union, provided, however, the parties understand that any such activity must not violate the terms of this Agreement, interfere with normal routine, patient care, comfort and safety, or the provider's duties or the duties of other employees.

Article 15 - Reduction in Force

15.1 Definition of a Reduction in Force. A reduction in force is defined as a mandatory reduction in the number of regular full- and/or parttime bargaining unit providers employed by the Clinic or a mandatory reduction in FTE. Voluntary reductions in FTE or temporary consolidations of Clinic locations of no more than thirty (30) days will not be considered a reduction in force. Per diem employees are not covered by the process set forth in this Article. The Employer may choose to not schedule a per diem employee at the Employer's discretion.

15.2 Seniority Lists. For a reduction in force, Physicians and APPS shall be considered a single seniority list.

15.3 Order of Reduction in Force. Layoffs shall be governed by seniority. Mandatory reductions in FTE shall be governed by Clinic-specific seniority and PRD-specific seniority.

15.4 Notice. If the Employer determines that a reduction in force as defined in section 1 of this Article is necessary, it will provide ninety (90) days notice to the Union and the regular full and/or parttime impacted provider(s) with a list of open positions. An "open position" is any position for which the Employer is still accepting applications and the Employer will use reasonable efforts to ensure that impacted providers are able to apply for such open positions before an offer is extended to an external applicant. An impacted provider will be offered any such open positions in PMG Immediate Care.

15.4.1 Discussions with Union. Upon notice to the Union, representative of the Employer and t Union will meet to discuss scope of the reduction and the likely impacted clinics and positions as well as options for voluntary lay-offs (including requests for voluntary layoff), reduction of the scheduling of per diem providers, conversion from regular status to per diem provider, and FTE reductions (full-time providers going to part-time status). The Employer will consider the options suggested by the Union but will not be required to implement the suggested options.

Article 16 - Grievance Procedure

16.1 Grievance Definitions. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If an alleged violation arises, the provider is encouraged to discuss it with their immediate supervisor in an effort to resolve it, prior to filing a formal grievance. As used in this Article, the word "days" shall mean calendar days.

16.2 Time Limits. The time limits in this Article may be extended by mutual written consent of the parties. By mutual written agreement, the parties may waive steps of the grievance procedure.

16.3 Probationary Providers. Probationary providers shall have access to this grievance and/or arbitration procedure except for matters relating to discipline or termination.

16.4 Procedure:

To advance a grievance to the next step of the grievance procedure beyond the first, the provider's appeal from the grievance resolution/decision shall include a supplementary written statement identifying the remaining unresolved issues and why the resolution/decision at the previous step was not acceptable.

Step 1: Provider and Medical Director

If a provider has a grievance, the provider shall present the grievance in writing to the provider's Medical Director and a copy to Human Resources within twenty-one (21) calendar days from the date when the provider became aware or reasonably should have been aware of the event from which the grievance arose. The written statement shall describe the Article of this Agreement allegedly violated, why and how it was violated, and the remedy requested. Upon receipt thereof, the Medical Director (or their designee) shall attempt to resolve the problem and shall respond in writing within twenty-one (21) calendar days following receipt of the written grievance.

Step 2: Provider and Regional Medical Director

If the matter is not resolved at Step 1, the provider shall present the written grievance and supplemental statement within fourteen (14) calendar days of receiving the Medical Director's decision to the Regional Medical Director. The Regional Medical Director (or designee) and the provider shall confer in an attempt to resolve the grievance. A Bargaining Unit Representative and/or the Union Representative may be present, if requested by the provider. The Regional Medical Director (or designee) shall issue a written reply within fourteen (14) calendar days following the meeting attempting to resolve the grievance. If the same person would decide Step 2 as Step 1, then the parties may skip this step and proceed to Step 3.

Step 3: Provider and Chief Human Resources Officer

If the matter is not resolved at Step 2, the provider shall present the written grievance and supplemental statement within fourteen (14) calendar days of receipt of the Step 2 response to the Chief Human Resources Officer or designee. Within fourteen (14) calendar days thereafter (which may be extended if the parties are not available to meet), there shall be a meeting with the Chief Human Resources Officer, or designee, the provider and/or the Bargaining Unit Representative and/or a Union Representative. The Chief Human Resources Officer or their designee will issue a response within fourteen (14) calendar days following the meeting.

Step 4: Arbitration

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing for arbitration within fourteen (14) calendar days following receipt of the Step 3 decision.

- a. Within twenty-one (21) calendar days of notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the Employer and the Union cannot agree on an arbitrator, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator.
- b. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute.
- c. Each party shall bear one-half of the fee of the arbitrator and any other expenses jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

16.5 Mediation. The parties may agree to use the mediation process in an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. Mediation may be used between any steps in the grievance procedure, but shall not itself be considered a step in the grievance procedure and shall pause any timelines provided for in this grievance process. Should the grievance submitted to mediation subsequently be pursued to arbitration, the Employer shall not be liable for any potential back pay liability for that period of time when the parties agreed to mediate until the parties terminate the mediation effort, if the mediation process extends or delays the arbitration time limits.

16.6 Withdrawal of the Grievance. Any disposition of a grievance from which no appeal is taken within the time limits specified herein shall be deemed withdrawn and shall not thereafter be subject to the Grievance Procedure. If the Employer fails to timely respond at Steps 1 through 3 of the grievance process, the Union may advance the grievance to the next step of the grievance process provided that it gives notice to the Employer within the appropriate timelines set forth in each step.

16.7 Group/Association Class Grievance. Any grievance that is filed on behalf of the entire bargaining unit must identify, by name, at least two (2) providers in the bargaining unit who have been impacted by the alleged violation of the Agreement. Failure to identify at least two (2) providers who have been impacted by the alleged violation will result in treatment of the grievance as an individual grievance. The Union will present the group/association grievance at Step 1 if the affected providers have the same Medical Director. Otherwise, the group/Association grievance will be presented at Step 2.

Article 17 - Compensation

17.1 Payment of Salary. Providers' base salary will be paid out in equal amounts through regular payroll for professional medical services personally provided by providers. Providers are expected to meet any documentation and other requirements necessary to be billed by Providence to payers, patients or other responsible third parties.

17.2 Effective Date of Wage Increases. Any wage increases provided for in this Agreement will take effect on the first full payroll period following the date the increase is scheduled to occur. For example, if an increase is scheduled to occur on Wednesday May 1st (the middle of a pay period), the increase would be reflected in providers' base salary beginning the next pay period.

17.3 Compensation Reconciliation. Due to legal and regulatory requirements, the parties to this Agreement understand that it is very important for the Employer to try to recoup any overpayments paid to bargaining unit providers. Providers shall cooperate in good faith with any post-service reviews, audits or investigation of services rendered by providers during the term of this Agreement.

17.4 Compensation for Bargaining Unit Providers.

17.4.1 Pro-Rating Salaries. Annual salaries will be pro-rated based on FTE and partial year status.

17.4.2 Physicians' Compensation.

a. **Physicians, Salary.** Full-time (1.0) physicians are expected to work 2080 hours per year (80 hours per bi-weekly pay period, which includes 72 clinical, patient-facing hours). Physicians' Base Salary is reflected in Appendix A of this Agreement and will take effect one full payroll period following ratification. The Employer reserves the right to, on an annual basis, improve physicians' Base Salary pursuant to its review and analysis of market benchmark surveys typically used by the Employer. If a compensation adjustment is deemed necessary by the Employer, it will take effect the first full payroll period of July in the year the adjustment occurs.

i. The Employer will, effective January 1, 2026, increase physicians' base salary by a minimum of one and one-half percent (1.5%).

ii. The Employer will, effective January 1, 2027, increase physicians' base salary by a minimum of two percent (2%).

b. **Physicians, Production Pay.** Any earned wRVUs will be calculated and paid on a monthly basis. This will be paid out within 30 days of the end of the month. The current wRVU threshold and conversion factor is set forth in Appendix A of this Agreement.

c. **Physicians, Extra Shift Incentive.** Physicians who work extra shifts (which are designated by the Employer) will earn an extra shift incentive, which is calculated as ten percent above their regular hourly clinical rate, for such shifts.

d. **Per Diem Rate for Physicians.** Per Diem Physicians (defined as those Physicians who do not have a regular full-time and/or part-time FTE) will be paid \$161.00 per hour. The Employer has the right to increase the aforementioned hourly rate. In the event that the Employer decides to increase these rates, the Employer will provide thirty (30) days advance notice to the Union, and upon request, meet to discuss the effects of the change. Per Diem Physicians are not eligible for Quality, Production or Extra Shift Incentives.

17.4.3 Advanced Practice Providers – Compensation.

a. Full-time (1.0) advanced practice providers (APPs) are expected to work 2080 hours per year (80 hours per pay period, which includes 72 clinical, patient-facing hours). APPs' Base Salary is reflected in Appendix A of this Agreement and will take effect one full payroll period following ratification. The Employer reserves the right to, on an annual basis, improve APPs' Base Salary pursuant to its review and analysis of market benchmark surveys typically used by the Employer. If a compensation adjustment is deemed necessary by the Employer, it will take effect the first full payroll period of July in the year the adjustment occurs.

i. The Employer will, effective January 1, 2026, increase APPs' base salary by a minimum of two percent (2.0%).

ii. The Employer will, effective January 1, 2027, increase APPs' base salary by a minimum of two and one-half percent (2.5%).

b. **Advanced Practice Providers, Production Pay.** Any earned wRVUs will be calculated and paid on a monthly basis. This will be paid out within 30 days of the end of the month. The current wRVU threshold and conversation factor is set forth in Appendix A of this Agreement.

c. **Advanced Practice Providers, Extra Shift Incentive.** APPs who work extra shifts (which are designated by the Employer) will be eligible for an Extra Shift Incentive, which is calculated as ten percent (10%) above their regular hourly clinical rate, for such shifts.

d. **Per Diem Rate for Advanced Practice Providers.** Per Diem APPs (defined as those APPs who do not have a regular full-time and/or part-time FTE) will be paid eighty-five dollars and seventy-five cents (\$85.75) per hour. The Employer reserves the right to increase the aforementioned hourly rate. In the event that the Employer decides to increase these rates, the Employer will provide thirty (30) days advance notice to the Union, and upon request, meet to discuss the effects of the change. Per Diem APPs are not eligible for Quality, Production or Extra Shift Incentives.

17.4.4 Quality Incentive for Physicians and Advanced Practice Providers. Providers will be eligible for a Quality Incentive (FTE and partial-year status adjusted) on an annual basis if providers satisfy certain criteria established by the PRC. In no case will the Employer decrease the amount of the Incentive at the time of ratification. Quality Incentives shall be evaluated and paid out quarterly within thirty (30) days of the date the data becomes available. Providers must be employed the last day of the quarter in order to be eligible for payment.

17.4.5 Ratification Bonus. All bargaining unit providers will receive a one-time ratification bonus of three thousand five hundred dollars (\$3,500.00), pro-rated for FTE, provided that the clinician was employed on the date of ratification and is employed on the date of the bonus payment. The bonus shall be paid on the regular pay date for the first full payroll period following ratification.

17.4.6 Retention Bonus. All APPs (0.5 FTE or higher) employed as of January 1, 2027 will receive a one-time retention bonus of three thousand five-hundred dollars (\$3,500). The bonus shall be paid on the first regular pay date following January 1, 2027.

Appendix A Supposal #8 for APP and physician compensation

APP Year 1

APP Years Post Licensure	BASE	VBI	TCC (BASE+VBI)	clinical hourly rate (BASE/2080)	extra shift rate hourly (1.1x clinical hourly rate) + RVU	RVU threshold (CF@\$30)
0 - 2.99 Years	\$148,000.00	\$12,000.00	\$160,000.00	\$71.15	\$78.27	5,783
3-6.99	\$168,810.00	\$12,000.00	\$180,810.00	\$81.16	\$89.28	5,783
7-9.99	\$176,970.00	\$12,000.00	\$188,970.00	\$85.08	\$93.59	5,783
10+	\$185,130.00	\$12,000.00	\$197,130.00	\$89.00	\$97.90	5,783

APP January 1, 2026 – 2% ATB raise

APP Years Post Licensure	BASE	VBI	TCC (BASE+VBI)	clinical hourly rate (BASE/2080)	extra shift rate hourly (1.1x clinical hourly rate) + RVU	RVU threshold (CF@\$30.25)
0 - 2.99 Years	\$150,960.00	\$12,000.00	\$162,960.00	\$72.58	\$79.84	5,783
3-6.99	\$172,186.20	\$12,000.00	\$184,186.20	\$82.78	\$91.06	5,783
7-9.99	\$180,509.40	\$12,000.00	\$192,509.40	\$86.78	\$95.46	5,783
10+	\$188,832.60	\$12,000.00	\$200,832.60	\$90.78	\$99.86	5,783

APP January 1 2027 – 2.5% ATB raise

APP Years Post Licensure	BASE	VBI	TCC (BASE+VBI)	clinical hourly rate (BASE/2080)	extra shift rate hourly (1.1x clinical hourly rate) + RVU	RVU threshold (CF@\$30.50)
0 - 2.99 Years	\$154,734.00	\$12,000.00	\$166,734.00	\$74.39	\$81.83	5,899
3-6.99	\$176,490.86	\$12,000.00	\$188,490.86	\$84.85	\$93.34	5,899
7-9.99	\$185,022.14	\$12,000.00	\$197,022.14	\$88.95	\$97.85	5,899
10+	\$193,553.42	\$12,000.00	\$205,553.42	\$93.05	\$102.36	5,899

Physician Year 1

Physician	BASE	VBI	TCC (BASE+VBI)	Hourly Rate	Extra Shift Hourly Rate	RVU threshold (CF@\$49)
	\$289,469.88	\$31,533.00	\$321,002.88	\$139.17	\$153.09	5,908

Physician January 1, 2026 –1.5% ATB raise

Physician	BASE	VBI	TCC (BASE+VBI)	Hourly Rate	Extra Shift Hourly Rate	RVU threshold (CF@\$49)
	\$293,811.93	\$31,533.00	\$325,344.93	\$141.26	\$155.39	5,996

Physician January 1, 2027– 2% ATB raise

Physician	BASE	VBI	TCC (BASE+VBI)	Hourly Rate	Extra Shift Hourly Rate	RVU threshold (CF@\$49)
	\$299,688.17	\$31,533.00	\$331,221.17	\$144.08	\$158.49	6,116

Article 18 - Retirement

18.1 Providers will participate in the Employer's retirement plans in accordance with their terms.

18.2 Providers covered by this Agreement will continue to have the same access to all retirement plans offered by the Employer at the time of ratification without any reduction or other substantive change to those benefits provided, unless the Employer notifies the Union and bargains the impacts of those changes first.

Article 19 - Health and Welfare

19.1 Health Benefits. The Employer will provide comprehensive health benefits to bargaining unit providers. Effective beginning the date of hire or from the effective date the provider moves to a position that is benefits-eligible, full-time and part-time providers with a .5 FTE and above will participate in the health benefits plan provided by the Employer on the same basis and the same cost (including premiums, deductibles, annual out-of-pocket maximums and spousal surcharge) as offered to non-represented providers of the Employer. Available medical plans currently include a Health Reimbursement Medical Plan, Health Savings Plan, or the EPO Plan (where available). Before eliminating any of the aforementioned medical plans, the Employer will provide at least ninety (90) days advance notice to the Union, and upon request by the Union, meet to negotiate the effects of the decision. Participation in the health benefits programs provided by the Employer shall be subject to specific eligibility requirements and plan documents, which may be amended from time to time.

19.1.1. Health Incentive. Should the Employer decide to change or eliminate the health incentive for future plan years, the Employer will provide at least ninety (90) days advance notice to the Union, and upon request by the Union, meet to negotiate the effects of the decision.

19.2 Other Benefits. Providers shall be offered the same benefit options as the Employer's non-represented providers. Some of these benefits are provided at no cost to the provider, while other benefits are optional/voluntary and providers share in the costs. The benefit programs currently include:

- Basic Life Insurance
- Caregiver Assistance Program
- Well-being Resources
- Dental
- Vision
- Health Care FSA
- Dependent Care FSA
- Supplemental Life Insurance
- Voluntary AD&D Insurance
- Short-Term Disability
- Long-Term Disability Buy-Up Insurance

Article 20 - Value-Based Incentive Criteria

Providers (Physicians and APPs) will be eligible for Quality Incentive Compensation on an annual basis by satisfying value-based metrics established by the Clinic Resource Committee. Quality Incentive Compensation shall be evaluated and paid out quarterly, within 30 days of the end of the quarter. Quality Incentive payments will be prorated for part-time providers.

Article 21 - Hours of Work

21.1 Exempt Status. Except for those per diem providers who are specifically hired to perform work on an hourly basis, providers in the bargaining unit with a regular FTE are considered to be overtime exempt under applicable state and federal wage laws. Providers are paid on a salary basis and thus, may work fewer or more than their regular FTE hours in any specific regular workweek.

21.2 Work Expectations. The regular workweek for a 1.0 FTE shall be three (3) shifts of twelve (12) hours. However, providers can choose a combination of 6 and 12 hour shifts to fulfill their FTE requirement. A provider and their Clinic Medical Director may also mutually agree to any schedule that meets clinic needs as well as the provider's FTE requirement.

21.3 Breaks. Bargaining unit providers are professional, overtime exempt caregivers who have discretion to take reasonable rest and/or meal breaks at any time during their workday. Providers are not expected to clock in/out for meal breaks. If a provider requires specific times for rest and/or meal breaks, the provider should work with their leader and Clinic manager to create a schedule for such breaks.

21.4 Work Schedules. Work schedules shall be input into the Employer's scheduling tool no less than ninety (90) days in advance and be prepared for four (4) week periods. Should the Employer make modifications to this process during the life of this Agreement, it will meet with the Union to discuss the impacts of those changes.

21.4.1. Temporary Schedule Changes. The Employer may request to modify a posted schedule to address operational and patient care needs. Should the Employer determine that it needs to change providers' schedules to accommodate the needs of the clinic that cannot otherwise be met through use of Benefit Floats, or per diems, it shall notify all affected providers as soon as possible. The Employer will seek volunteers in such circumstances. Locum providers may only be utilized if all bargaining unit members decline the open shifts or positions.

21.4.2. Weekend Schedules. Providers will be scheduled 2 weekend days per month. If the schedule within a clinic allows for additional weekends off, preference will be given to providers with clinic-specific seniority on a rotating basis, starting with the most senior provider.

21.4.3 Moves Between Clinics. The Employer retains the discretion to move core providers between Clinics for operational needs, so long as the provider has indicated a willingness to do so. Providers may decline requests to move without disciplinary penalty. If a provider declines to move to another clinic, it will not be viewed as an occurrence.

21.5 Shift Trades. Providers are permitted to trade scheduled shifts, provided that, (1) in the judgment of the Clinic, patient care and operational needs can be met, and (2) the traded shifts are scheduled within 2 pay periods of each other (4 week block). Providers are expected to notify the Clinic using the Clinic's specified process if they desire to trade shifts.

21.6 Benefit Floats. Hours of work, scheduling and related issues for Benefit Floats are addressed separately in this Agreement (see Article XX, Float Pool).

21.7 Hours of Clinic. Clinic hours of operation are currently 0700 to 1845. The Employer agrees to provide the Union with at least ninety (90) days notice of any planned change to Clinic hours of operation so that the parties may discuss any impacts of the change. Such discussions may occur via Task Force or may be the subject of a Memorandum of Agreement between the parties. Management may seek volunteers for any proposed changes and affected providers may directly agree to same. Notwithstanding the foregoing, the Clinic may decide to open late or close early on holidays without providing advance notice to the Union.

Article 22 - Paid Time Away Program & Holidays

22.1 Paid Time Away. All full-time and part-time providers with a full-time equivalent (FTE) of .5 or greater will be eligible to participate in the Employer's Paid Time Away program. The intent of PTA is to allow providers time-off for vacation, holidays, personal days, sick time, or any other reason required by law.

22.2 Annual Amount of PTA. Providers with a .5 FTE or greater are eligible for 264 hours of PTA each year. PTA will be front-loaded each year on January 1, and will be prorated based on FTE status (if less than 1.0 FTE) and the date the provider is hired or becomes eligible for PTA.

22.3 Rollover. Up to 40 hours of time away can be carried over to the next year (pro-rated by FTE). Rollover time will be based on FTE. For example, a provider with a .5 FTE will have up to 20 hours rolled over from one year to the next.

22.4 Recording PTA. Providers should take and record time away in increments of no less than one (1) hour. PTA balance will be reflected on each paycheck. PTA for a full twelve (12) hour shift shall be recorded as twelve (12) hours.

22.5 Rate of Pay. PTA pay will be at the provider's regular rate of pay. PTA is paid on regular paydays after the pay period the PTA is used. Advance time away payments are not allowed.

22.6 PTA Scheduling.

22.6.1 Time away requests should be made as much in advance as possible and approved in accordance with the Clinic's established scheduling processes. Full and partial PTA requests made at least 30 days in advance will be approved unless operational capacity for coverage is exceeded as a result of multiple provider PTA requests already approved for the date in question. Operational capacity includes resources such as float providers, per diem providers and extra shifts. The provider will receive an approval or denial of the request within a reasonable timeframe and in accordance with established practices. If the reason for the time away request falls under a federal, state and municipal sick leave law, notice/approval process requirements may vary, and at all times, will conform with applicable law.

22.6.2 Providers should use PTA for planned and unplanned time off unless federal, state and/or local laws allow them the choice on whether they want to use their PTA or go unpaid.

22.6.3 If more providers at a clinic location request the same dates for time away than the Clinic determines to be consistent with its operating needs, PTA will be awarded in the order of request. In the event that a provider needs time off for major life events and the Clinic is not able to approve the request

for PTA, or the provider requests time away after the scheduling deadline, the provider may seek coverage swaps (provided the leader approves). Further, the provider's Clinic Medical Director or Clinic Manager may, in their discretion, increase the number of providers allowed off, based on the leader's assessment of the Clinic's operational needs.

22.6.4 In the event a provider has concerns about a perceived pattern of denial of PTA or a specific situation involving denial of their PTA request, the provider is encouraged to discuss their concern(s) with their leader and/or may raise the issue to the Task Force.

22.7 Separation. PTA is not accrued and is not considered to be a vested benefit that is paid out at the time of the provider's separation.

22.8 PTA in Connection with Short-Term Disability, Workers' Compensation & Paid Parental Leave. PTA can be used to cover the waiting periods for both short-term disability and workers' compensation leaves. PTA can also be used to supplement Oregon Paid Family Leave, short-term disability, workers' compensation benefits or Paid Parental Leave up to 100% of base pay for the life of the claim or until PTA is exhausted, but no longer than six (6) months from the first date of disability.

22.9 Holidays. If a provider chooses to take time off on a holiday when they are scheduled to work, the provider must use PTA, as they would for any other normally scheduled day. For holidays when the Clinic is closed – currently Thanksgiving Day and Christmas Day – providers who are scheduled to work on those days are not required to use PTA and will receive pay for their shift at their regular rate of pay. Exempt providers should not use PTA for holidays if they perform any work on the designated holiday. If a provider works a 12-hour shift on a holiday when the Clinic is open, they will receive a stipend of four hundred dollars (\$400), regardless of whether the Clinic closes early or opens late. If a provider works a 6-hour shift or less on a holiday when the Clinic is open, they will receive a stipend of two hundred dollars (\$200). The holiday stipend will be paid within two (2) pay periods of the date the holiday was worked, inclusive of the pay period encompassing the holiday. At the Employer's discretion, stipends may be applied to other days surrounding the holidays if it determines this will better support clinic operations. The holiday stipend will also apply to the day after Thanksgiving and the day after Christmas.

New Year's Day
Martin Luther King Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Article 23 - Per Diems

23.1 A per diem provider is any provider who does not have a designated FTE, is not regularly scheduled to work, and is not benefits eligible. Per diem providers do not earn wRVUs for work performed. Per diem providers are contracted to fill clinician staffing for operational needs as determined by the Employer. Per diem providers are required to maintain all licensure and certifications as required for the position, including mandatory Employer compliance modules.

23.2 Per diem providers are expected to work a minimum of two (2) shifts per month when open shifts are available. Exceptions to this requirement must be reviewed and approved by PRD and the IC Chief Medical Director. Per diem providers may be reassigned on the date of their shift to any clinic based on operational needs. Per diems who commit to work their minimum and are called off of any of their committed shifts by the Employer shall be considered to have fulfilled their minimum shift requirements.

23.3 Per diem providers are obligated to fulfill committed shifts. A provider canceling a committed shift less than thirty (30) calendar days from the shift date may be considered an occurrence under the Employer's attendance policy. If the Employer cancels a per diem provider's scheduled shift less than seven (7) calendar days from the shift date, the Employer will pay the per diem provider fifty percent (50%) of the scheduled hourly pay for that shift (e.g., cancellation of a 12-hour shift would result in 6 paid hours at the applicable per diem rate). Per Diems must be provided with at least 24 hours notice for shift cancellations.

23.4 Per diem providers who have fulfilled their minimum shift requirements will be eligible for the holiday stipend offered in Article XX of under this Agreement.

Article 24 - Extra Shifts and Moonlighting

24.1 Definitions. An Extra Shift is defined as additional clinical hours within Providence Immediate Care beyond a provider's contracted FTE hours. Moonlighting is defined as additional clinical hours beyond a provider's contracted FTE hours with a Providence entity other than Providence Immediate Care or with an outside employer. Extra Shifts and Moonlighting shall be done in accordance with the Employer's relevant policies and practices covering those topics.

24.2 Compensation for Extra Shifts. Providers working an Extra Shift shall receive the Extra Shift Incentive applicable to their job classification (see Article #, Compensation) for that shift. Extra Shifts will generally be paid out on the paycheck of the pay period in which they are worked. In addition, providers will be credited for all wRVUs accrued during Extra Shifts.

24.3 Compensation for Moonlighting. Compensation for moonlighting is not governed by this Agreement, but rather by the entity for which the provider moonlights. Providers will not accrue wRVUs for moonlighting work.

24.4 Extra Shifts. Schedules are posted ninety (90) days in advance. Once the schedule has been posted, providers have two (2) weeks to request extra shifts for the posted pay period. The Employer will send an email to all Providers reminding them of this opportunity each pay period. In order to give all providers a fair chance to request extra shifts, the Employer will not process shift requests made during these two (2) weeks until that-pay period has closed. Once the second week is over, the Employer will review and approve extra shift requests as evenly as possible between providers. Once this process has been completed, providers may request any extra shifts left unfilled on a first-come, first-served basis at each Clinic. In addition:

- Weekly email message will be sent to providers notifying them of any open shifts in the coming fourteen (14) days, and providers may request any of these open shifts on a first-come, first-served basis at each Clinic.
- As needed "SOS" emails, defined as openings within twenty-four (24) hours and including the next seven (7) days, will be sent to providers to notify them of any open shifts, and

providers may request any of these open shifts on a first-come, first-served basis at each Clinic.

- Additional open shifts outside of the above timeframes will be viewable in the scheduling platform (currently Inovalon) and providers may request those for Employer review and approval.

Article 25 - Professional Development

25.1 Continuing Medical Education. Providers will complete CME as required by their specialty board (if applicable), State regulating board, and/or stipulated by the appropriate Chief Medical Officer (or designee). The amount of CME funds available, CME leave time, and eligibility for reimbursement will be determined by the Employer's applicable policies, which may be amended from time to time in the sole discretion of the Employer. During the life of this Agreement, the Employer affirms that (1) regular full-time and part-time (.50 FTE and above) providers' annual CME funds will not be less than five thousand dollars (\$5,000) (pro-rated by partial year status); (2) providers will receive up to forty (40) hours of CME leave per year (pro-rated by FTE and partial year status); and (3) providers may accrue additional CME "incentive dollars" for attending Employer-sponsored CME, and may supplement their annual CME funds with up to one thousand five hundred incentive dollars (\$1,500) per year, with unused incentive dollars rolling over to the next year.

25.2 Licensing and Dues. Providers must maintain any required licensure or certifications necessary to provide medical services to patients of the Clinic. Providers working a .5 FTE or higher are eligible to receive reimbursement for the following: (1) Oregon State Professional License Fees; (2) DEA License Fees; (3) Board Certification Examination Fees; and (4) Hospital Medical Staff Dues.

25.3 Education Benefit Policy. All providers may apply for education benefits in accordance with the Employer's Education Benefit policy. The policy currently provides up to \$5250 in assistance and/or reimbursement for qualifying costs, which include undergraduate/graduate degrees and other professional education programs. Providers are expected to satisfy the specific eligibility requirements set forth in the policy in order to qualify for assistance and/or reimbursement. In the event that the Employer decides to reduce the benefits provided for in this policy, the Employer will provide the Union with at least thirty (30) days advance notice, and upon request, meet to discuss impacts to bargaining unit providers. In no case will the benefits provided under the policy be less generous than those provided to non-represented providers employed by Providence Medical Group – Oregon

Article 26 - Leaves of Absence

26.1 General Provisions. All Leaves of Absence. Providers are responsible for notifying their leader of the need for any leave and must initiate any requests for leave using the third party administrator responsible for managing leaves of absence. Whenever a provider is eligible for more than one type of leave, all applicable leaves will run concurrently unless stated otherwise. A leave may be paid or unpaid or a combination of both, depending on the circumstances of the leave and applicable leave laws. Where permitted by law, and subject to the provisions set forth in this Article, a provider may be required to use any paid time accruals during an unpaid leave until such accruals are exhausted. Further, any paid time provided by the Employer in connection with a leave of absence will be coordinated with other benefits (if any), such as Oregon Paid Family Leave benefits and the Employer's short-term disability and/or parental leave benefits.

The Employer will maintain policies regarding leaves of absences and ensure the leaves are administered in accordance with applicable federal, state and local laws. Any reinstatement obligations will be administered by the Employer in accordance with those laws.

26.2 Paid Oregon Family Leave, Family and Medical Leave (FMLA) and Oregon Family Leave Act (OFLA). The Employer will provide Oregon Paid Family Leave, FMLA and OFLA to its eligible providers in accordance with applicable laws. Effective July 1, 2024, in accordance with Oregon law, OFLA will not include family leave or serious health condition leaves for a provider or their family member. Those leaves will be covered by Oregon's Paid Family Leave law. Permissive and/or required use of paid time away will be administered in accordance with those laws; however, in no case will a bargaining unit provider be permitted to use paid time away if, when coordinated with Paid Oregon Family Leave, it would enable the provider to earn more than 100% of their base pay.

26.3 Additional Medical Leaves. In accordance with federal, state and local laws, providers may be eligible for additional types of paid and unpaid medical leave. Laws governing these leaves may be more generous than the FMLA and/or may offer greater coverage for medical or other similar issues affecting a provider or their family member. Providers will receive the same additional medical leaves as non-represented caregivers of the Employer.

26.4 Military Leave. Military leave will be granted in accordance with applicable federal and state law, and the Employer's policy, which may be amended from time to time. Military leave is unpaid but providers may choose to use PTA while on leave.

26.5 Personal Leave. Providers will receive the same opportunities for personal leave as other caregivers employed by the Employer. Eligibility for and the conditions of such leaves will be determined by the Employer's policy, which may be amended from time to time.

26.6 Bereavement Leave. All benefits eligible providers will receive bereavement leave in accordance with the Employer's policy, which may be amended from time to time. The policy currently provides up to twenty-four (24) hours with pay in the event of the death of an immediate family member or up to forty (40) hours with pay in the event of the death of the caregiver's spouse, domestic partner or child. Additional unpaid time off and/or paid time for bereavement leave may be authorized by the provider's supervisor. If leave is needed due to the death of a person who does not qualify as an immediate family member, PTA or unpaid time off may similarly be authorized by a provider's core leader. For purposes of bereavement leave, "immediate family" includes current spouse and/or domestic partner, child, parent, sibling, stepparent, stepchild, stepsibling, grandparent or grandchild, a person who stood in loco parentis (legal responsibility of a person to take on the functions and responsibilities of a parent) or current in-law relationships through marriage or partnership. Providers are encouraged to be mindful of Oregon's leave protections under OFLA in the event that the death of a family member as described herein requires a provider to travel long distances. When OFLA applies, OFLA and the bereavement leave provided by this Article will run concurrently.

26.7 Jury Duty and Witness Leave. To support providers in meeting their civic responsibilities as jurors and witnesses, providers will receive the same jury duty and witness leave as non-represented caregivers of the Employer, in accordance with the Employer's policy, which may be amended from time to time. Providers must notify managers as soon as they are aware that they have been called for jury duty or subpoenaed and must be able to provide documentation of the need for leave upon request. The policy currently provides that jury duty/witness leave is paid at the provider's regular hourly rate for any scheduled hours of work while serving on a jury or as a witness subject to certain exceptions in the policy, up to a maximum of four (4) weeks of absence from scheduled work in a calendar year. Providers may keep any fees received for jury duty or witness service (though some courts may require jurors to waive receipt of court fees if compensated by their employer).

26.7.1 Paid leave for witness services does not apply where:

- a. The provider is a plaintiff, member of a class, or defendant in the legal proceeding; or,
- b. The provider is testifying in the proceeding for a fee, as an expert witness.

In these instances, the provider may use available PTA or take the time off unpaid.

27.8 Short-Term Disability Benefits. Providers will be eligible to participate in the Employer’s short-term disability benefit program on the same basis as other caregivers of the Employer. Participation shall be subject to specific plan eligibility requirements and timely submission of benefit election. Short-term disability benefits will be coordinated with any eligible pay/benefits available through city, state or federal leave programs.

27.9 Paid Parental Leave Benefits. Providers will be eligible to participate in the Employer’s paid parental leave program on the same basis as other caregivers of the Employer. Participation will be subject to specific plan eligibility requirements and timely submission of benefit election. Paid parental leave benefits will be coordinate with any eligibility pay/benefits available through city, state or federal leave programs.

27.10 Use of Paid Time Away Off Benefits During an Unpaid Leave. Where consistent with applicable laws, a provider on an approved leave will be expected to use paid time away provided by the Employer during a leave without pay. Paid time away provided by the Employer will be coordinated with other benefits (if any), including Oregon Paid Family Leave benefits and the Employer’s short-term disability and/or parental leave benefits. The number of hours of paid time away used per week during the leave shall not exceed the number of hours the provider was regularly scheduled to work (FTE). Further, when coordinated with other benefits, paid time away used per week to “top off” such benefits may not exceed the number of hours the provider was regularly scheduled to work (FTE).

27.11 Oregon Paid Sick Leave Law. The Employer recognizes its obligations under the Oregon Paid Sick Leave Law. Providers’ paid time away (PTA) satisfies the requirements of the Oregon Paid Sick Leave Law and can be used by providers in accordance with the Law.

Article 28 - Lactation Support

The Employer supports employees who continue breastfeeding upon return to work, and will, in accordance with applicable local, state and/or federal law and its policy, which may be amended from time to time, provide appropriate space and additional reasonable break time for the purpose of expressing breast milk or nursing their child. Wherever possible this will not be a patient care room. The space shall have an electrical outlet, flat surface, a door that can be secured from the inside (vetted by the Employer’s security team), and without windows or with window coverings for privacy. Each Clinic will also provide refrigeration.

Providers that are breastfeeding will have reduced capacity requirements for their shift, pro-rated by shift length. This will be agreed upon by the provider and their Medical Director and may be amended as needed during the length of their time breastfeeding.

Article 29 - Workplace Safety and Technology

29.1 General Provisions. The Employer recognizes it is subject to national and state laws, and professional and regulatory standards for use of medical and safety equipment. The Employer commits to making good faith efforts toward ensuring medical and safety equipment is available according to patient care requirements and provider health protections and working on improvements to the overall safety of providers.

Clinical technology is intended to complement the provider's judgment in assessment, evaluation, planning and implementation of care. It is understood that technology/equipment decisions fall under management rights and responsibilities and are at the discretion of the Employer.

29.2 Safety Protection and Devices. Safety devices and required personal protective equipment shall be provided by the Employer for all providers engaged in work where such items are necessary to meet the requirements of applicable law, regulations and policies, informed by CDC guidance. Providers must use such items in accordance with the Employer's policies.

29.3 Mutual Responsibility. Providers and leadership personnel 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:

1. Adherence to Employer policies and procedures.
2. Proper use of personal protective equipment and safety devices.
3. Use of equipment according to manufacturers' instructions for use (IFU) or in accordance with state and national guidelines and standards.

29.4 Provider Input into Equipment and Technology. Providers who have concerns about safety, technology and/or equipment may escalate those concerns to the Employer location's manager.

1. When feasible, providers shall be given the opportunity to provide input whenever new technology affecting the delivery of care is being considered.
2. Providers are encouraged to identify deficits, malfunctions, and/or outdated equipment and bring proposals for new equipment or alterations of current equipment to the Employer location's manager.
3. After having first escalated the matter to the Employer location's manager, concerns regarding equipment may be brought to the [Provider Resource](#) Committee.

29.5 Workplace Concerns.

1. A provider who has workplace concerns related to their health status will follow the established disability accommodation process by informing their supervisor and leave administrator and will follow organizational policies and procedures.
2. A provider who has concerns about their workplace environment or safety shall inform their supervisor, and escalate pursuant to the below process as needed for review and/or resolution.

3. If the provider's leader fails to resolve a concern about their workplace environment or safety, in accordance with OSHA protections, the provider will not be required to accept an unsafe assignment while escalating the matter to the Director of Clinical Operations. Reasonable efforts will be made to reach a resolution, which may include consideration of additional resources, support and/or training, safety measures, a modified or changed assignment or another practical solution. The grievance procedure in this Agreement also remains an available option.

29.6 Exposure to Communicable Disease in the Workplace. If a provider is exposed to a serious communicable disease due to a work assignment with an infected patient and is determined by Caregiver Health or Emergency/Ambulatory Care, informed by CDC guidance, to have had a high-risk exposure to a disease that would require immunization, testing, or treatment, the provider shall be provided immunization against, testing for, and/or treatment for such communicable disease without cost to the provider. The provider shall not incur an occurrence if required by Caregiver Health or Emergency Care to remain away from work due to exposure.

In the event that a declared national or local public health emergency occurs during the duration of this Agreement, the Employer will, upon request, meet with the Union to discuss appropriate compensation and/or special parameters around use of Paid Time Away for providers if they miss work due to CDC and/or local public health-mandated isolation standards. Such discussions will conclude within thirty (30) days following the Union's request to meet and may result in a Memorandum of Agreement. In the interim, (a) the Employer will pay providers at their normal rate for the first forty (40) hours that they miss work due to CDC and/or local public health-mandated isolation standards, prorated for FTE, and (b) Providers may use Paid Time Away to cover any remaining hours that they miss work due to CDC and/or local public health-mandated isolation standards.

29.7 Personal Safety.

1. The Employer is committed to providing regular and ongoing education and training for providers to promote their personal safety in the workplace setting.
2. The Employer shall maintain a process for emergency lockdowns and train providers on that process annually. This process will include a communications plan for all Employer locations and will include, but not be limited to, establishing safe zones for providers behind lockable doors. Providers will be made aware of and shown the physical locations of safety features including panic buttons, emergency alarms, and safe zones.
3. Threats to patient or staff member safety will be communicated to leadership and impacted staff in real time or as promptly as possible. Providers shall escalate safety concerns immediately.
4. The Employer will create an escalation pathway for instances of violence and/or threats of violence. This pathway will be in writing, available at each Employer location, and reviewed annually by the Director of Clinical Operations.
5. The Employer will inform interested providers about how to participate in Providence Medical Group – Oregon's workplace violence committee. Any provider who is a member of the committee may place safety issues on the agenda. Provider Resource Committee may request that workplace violence committee work be placed on the agenda.

- a. The Employer will ensure that the schedule for one (1) provider who is a member of the workplace violence committee is arranged, e.g., Employer time blocked off, to attend committee meetings. If the committee is scheduled on a provider's day off, the provider will not receive additional pay for meeting attendance; however, their pay will not be reduced for any time spent at the meeting.

29.8 Artificial Intelligence (AI) Technology

1. The Employer may introduce Artificial Intelligence (AI) technology to the clinics as it deems appropriate.
2. The Employer shall not require providers to use their own devices (phones, iPads, etc.) to use such AI technology.
3. The Employer shall provide each Clinic with at least two (2) dedicated devices for use of AI technology at the time of ratification of this Agreement. Within six (6) months of ratification, the Employer will provide each Clinic with enough dedicated devices for each provider on shift. The parties agree to address requests for any more devices at the Provider Resource Committee.

Article 30 - Capacity Workflow

30.1 In the event that community demand exceeds the capacity of the clinic to care for patients safely and timely, Capacity Workflow is a leverage tool that will be utilized as follows.

30.2 When a clinic has seen a total of three (3) patients per hour of provider coverage cumulatively, that clinic may go to Capacity Workflow. This number will be prorated based on a provider's shift length (e.g., 6 hours of provider time = 18 patients seen). The total patients seen per clinic includes:

- Patients already seen by providers;
- Patients waiting to be seen; and
- Patients expected on reservation programs (On My Way).

30.3 Patients with Urgent/Emergent symptoms will be seen regardless of capacity status. When Capacity Workflow is reached, other patients (those without Urgent/Emergent symptoms) may be diverted to other facilities or resources as appropriate. Should the clinic be able to return to normal operations after catching up, doing so is at the discretion of the individual providers.

30.4 Capacity Workflow parameters will be continually evaluated by the Provider Resource Committee.

Article 31 - Provider Professional Relationship

31.1 Providers' Provision of Patient Services. Providers covered under this Agreement shall provide professional services in conformity with ethical and professional standards; any directives specific to the IC Clinics; the standards and recommendations of The Joint Commission or applicable accreditation organization; applicable standards of relevant professional societies; applicable local, state,

and federal laws, in a manner that meets or exceeds the recognized standard of care for the Employer's specialty (if applicable) practicing under the same or similar circumstances and in a manner that is consistent with the PSJH Mission and Core Values. Further, providers shall provide healthcare services to patients within the scope of their licensure and privileges in accordance with this Agreement, as well as applicable disclosed agreements between the Employer and entities with which the Employer contracts; and, shall clinically supervise the rendering of services by others as appropriate.

31.2 Exclusive Efforts. Providers may engage in the practice of medicine and provide professional services outside their work as an employee of the IC Clinics, except that such practice/services cannot interfere with their practice of medicine as an employee of the IC Clinics and must adhere to applicable Employer policies. Providers will notify their Medical Director or designee in advance of any outside work and shall not violate standard practice ethics with self-referrals. Except to investigate potential misuse of Employer physical or intellectual property, the Employer will not interfere with Providers' employment outside of the immediate care.

31.3 Insurance Coverage. During the term of providers' employment, and subject to any applicable laws or regulations and also subject to providers maintaining insurability status in accordance with applicable underwriting guidelines and requirements for insurability, as amended from time to time, the Employer shall provide medical malpractice liability coverage through the Providence Health & Services self-insurance program, for all activities and services provided by providers within the course and scope of duties required as an employee. "Good Samaritan" activities are covered, subject to advance written approval for volunteer activities from the provider's Medical Director. Should a provider leave the employ of the Clinic, coverage will continue indefinitely, irrespective of when a claim arises, for any activities performed while an employee of the Clinic. Providence's self-insurance program, which is continuous claims-made liability coverage, applies to malpractice claims that arise during the course of an provider's employment without regard to whether the provider is still employed at the Employer at the time the claim is made. The Employer shall offer an extended reporting period to providers covered by this Agreement.

31.4 Research, Publication, and Inventions Assignment. The Employer may conduct a program of research and develop materials for publication related to its endeavors and activities in which providers participate. Providers acknowledge that all original works of authorship which are made by them (solely or jointly with others) within the scope of their employment at the Employer and which are protectable by copyright are "works made for hire" as that term is defined in the United States Copyright Act (17 U.S.C., Section 101). Providers will promptly disclose to the Employer all inventions, designs, processes, and protectable works that they may create during the term of employment that pertain to the Employer's business or that are created by providers during working hours or by using any Employer resource. All such inventions, designs, or processes shall be the exclusive property of the Employer, unless otherwise specifically agreed to in writing by the provider and the Employer.

31.5 Support Personnel. The Employer shall provide sufficient support and staffing for providers' professional medical services. Providers may have input regarding employment issues related to support personnel, including reporting observed performance concerns to Clinic management, but in all circumstances, the hiring, compensation, termination and supervision of support personnel must be done in accordance with the Employer's human resource policies and procedures. Clinical concerns and concerns of patient safety may be reported through the HRP (formerly Datix) system. Disputes regarding whether the Employer has provided sufficient support and staffing shall not be subject to the grievance process in this Agreement.

31.6 Equipment and Supplies. The Employer shall use its best efforts to make available office space, furniture, fixtures, and equipment as well as inventory, supplies, and such other materials and services as are necessary for providers to provide medical services, all of which shall be used by providers solely for that purpose. Providers and the Employer shall consult periodically regarding equipment and supply needs. Providers shall not have authority to incur expenses on behalf of the Employer except as authorized by the Employer or its policies. Disputes regarding whether the Employer has provided sufficient equipment and supplies shall not be subject to the grievance process in this Agreement.

31.7 Patient Records. Patient records related to the services provided by providers are and shall remain the property of the Employer. Providers recognize that they are required to timely complete patient charts in compliance with the Employer's reasonable requirements and failure to do so may result in disciplinary action, up to and including discharge in accordance with the terms of this Agreement.

31.8 Fees and Charges. All fees and charges relating to providers' practice at the Employer and/or services related to providers' medical expertise and within the scope of providers' employment at the Employer are the property of the Employer, unless otherwise agreed to in writing. Nothing in this Section is intended to require providers to remit payment to the Employer for approved moonlighting work for another employer.

31.9 Assignment and Collections. Providers shall cooperate with the Employer as necessary for billing and collection efforts and will complete, as appropriate, statements for patient services rendered by providers. Providers assign to the Employer all of their professional charges in connection with their services provided to Employer's patients and grant authority to the Employer to collect and to enforce payment.

Article 32 - Float Pool

32.1 Composition. The Float Pool is defined as all full-time, regular part-time, and per-diem APPs and Physicians that do not have a position at a home clinic as a "core" provider. Providers unassigned to a particular clinic are known as Benefit Floats. Benefit Floats contracted 0.5 FTE or higher will be eligible for the same benefits as core providers. Providers may be hired as a Benefit Float or choose to volunteer for consideration to become a Benefit Float when an opening occurs in the float pool.

32.2 Scheduling. The Provider Resource Department (PRD) will prepare schedules for the Benefit Floats ninety (90) days in advance. PRD will work directly with the Benefit Floats to determine the most appropriate schedule for coverage among all 8 Immediate Care Clinics. While PRD will try to accommodate Benefit Float scheduling requests and preferences, PRD cannot guarantee a fixed weekly schedule, as needs change often among the Clinics. In addition, Benefit Float schedules are subject to changes in location, based upon priority within the system (e.g., solo Clinician, clinic at risk for closure). Given the nature of float pool work, such changes may occur as late as same day. If providers are being moved within 24 hours of the start of their shift, PRD must call the provider to notify them of the change. If there are not enough shifts to fulfill a Benefit Float's contracted FTE, PRD may schedule them as an extra Clinician at any Clinic.

32.3 Reporting. Benefit Floats will report to their respective Medical Director. Scheduling requests and concerns should be discussed directly with PRD. If issues arise and cannot be resolved directly with PRD, they should then be discussed with the Benefit Float's Medical Director.

32.4 Stipend. In recognition of the costs inherent in Benefit Float work, including commuting expenses and potential impact on RVU accruals, Benefit Floats will receive a two hundred dollars (\$200.00) stipend per pay period, prorated to the provider's FTE status and time spent serving as a Benefit Float.

Article 33 - Modified Operations

33.1 Decision to Modify Operations. In the event of circumstances such as staffing issues, inclement weather, fires, and/or civil unrest which, in the Employer's judgment, may impact the safety of providers, employees and patients, the Employer may decide to modify its operations at specific clinic locations or throughout the Employer's operations.

33.2 Expectations for Providers During Modified Operations. In the event that the Employer decides to modify its operations, expectations for employees are as follows:

33.2.1 Providers will make every effort to report to work.

33.2.2 If a provider reasonably determines that travel to their assigned work location is unsafe, the provider must notify the Employer as soon as possible, in a manner consistent with the Employer's established process.

33.2.3 In the event that a provider's assigned clinic location has been closed, a provider may request that the Employer modify their assignment to work in person at a different clinic location. In the event that the Employer identifies an alternate work location, the provider will make effort to report to work at the alternate work location.

33.2.4 A provider who reports to work late during modified operations will not be considered tardy if the provider has timely notified the Employer, in a manner consistent with the Employer's established process, about their inability to report to work at their scheduled start time and their inability to report to work is due to the events causing modified operations covered by this Article.

33.3 Pay for Providers During Modified Operations. Providers who are unable to report to work due to modified operations may use their Paid Time Away (PTA) or choose to pick-up an additional shift. The Employer will use its best efforts to offer additional shifts to providers who were impacted by modified operations. If the Clinic has decided to close due to unforeseen circumstances or emergency events before or after the provider reports to work, the provider will be paid their usual rate of pay for the remainder of their work shift without suffering loss, and will not need to use PTA.

Article 34 - Substance Free Workplace

34.1 The parties to this Agreement are committed to providing a workplace free of illegal drug and alcohol use. Providers covered by this Agreement will be expected to adhere to the Employer's Substance Free Workplace Policy, which may be amended from time to time.

34.2 The Employer recognizes that certain states have adopted laws legalizing off-duty use of certain drugs that remain illegal under federal law. Providers understand and agree that they must adhere to the Employer's Substance Free Workplace policy and may not use any drugs that impair their performance at work.

Article 35 - Duration and Termination

This Agreement shall be effective on the first full pay period following the date of its ratification, unless specifically noted otherwise, and shall remain in full force and effect until December 31, 2027, and annually thereafter unless either party hereto serves written notice on the other to amend or terminate the Agreement not less than ninety (90) calendar days prior to the Agreement's termination date, or any annual anniversary date thereafter that this Agreement is in effect.

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

PROVIDENCE HEALTH SERVICES - OREGON,
dba PROVIDENCE MEDICAL GROUP

NORTHWEST MEDICINE UNITED, AMERICAN
FEDERATION OF TEACHERS LOCAL 6552,
AFL-CIO
