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PROVIDENCE MEDICAL GROUP – OREGON

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Northwest Medicine United AFT Local 6552

Providence St. VincentHospitalists Chapter

February 8, 2025–February 7, 2027

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Article 1 - Recognition

1.1 Recognition. Providence Medical Group - Oregon and Providence Palliative Care Connections (collectively "Employer") recognize the Northwest Medicine United AFT Local 6552 (the "Union" or "NWMU") as the exclusive bargaining representative of all full-time, regular part-time and per diem Physicians who are employed by the Employer as Hospitalists, OB Hospitalists and Palliative Care Physicians and provide acute patient care at Providence St. Vincent Medical Center, located at 9205 SW Barnes Rd., Portland, OR. This unit also includes Nurse Practitioners who are employed by the Employer as Hospitalists and provide acute patient care at Providence St. Vincent Medical Center, located at 9205 SW Barnes Rd., Portland, OR. This unit excludes Medical Directors, Regional Float Hospitalists, Registered Nurses, all other professional employees, technical employees, non-professional employees, business office clerical employees, skilled maintenance employees, managerial employees, and guards and supervisors as defined by the National Labor Relations Act. Further, this unit excludes those employees who are employed by the Employer and who are principally assigned to work at facilities other than St. Vincent Medical Center, but who, from time to time, provide temporary coverage at St. Vincent Medical Center due to bargaining unit employees' absence or other business operational needs. The Medical Center acknowledges that the use of such non-bargaining unit employees shall not erode bargaining unit positions at the Medical Center; nothing in this provision prevents the Medical Center from determining a reduction in force is necessary.

Article 2 - Membership

2.1. Membership. The following provisions apply to any clinician hired by the Employer before February 8, 2025 ("Effective Date"): Membership in the Union shall be encouraged, although it shall not be required as a condition of employment. Notwithstanding the prior sentence, if a clinician hired before February 8, 2025, voluntarily joins the Union or has voluntarily joined the Union as of February 8, 2025, the clinician must thereafter maintain such membership, as an ongoing condition of employment, or exercise one (1) of the two (2) options listed in 2.1(a)ii or 2,1(a)iii below.

The following provisions apply to any clinician hired after February 1, 2025:

a. By the 31st calendar day following the day that the clinician begins working, each bargaining unit clinician must do one of the following, as a condition of employment:

   i. Become and remain a member in good standing of NWMU and pay membership dues (NWMU member); or

   ii. Pay a representation fee established by NWMU in accordance with the law; or,

   iii. Exercise their right to object on religious grounds. Any clinician who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect, that holds conscientious objections to joining or financially supporting labor organizations will, in lieu of dues and fees, pay sums equal to such dues and/or fees to a non-religious charitable fund. These religious objections and decisions as to which fund will be used must be documented and declared in writing to NWMU and the Employer. Such payments must be made to

the charity within fifteen (15) calendar days of the time that dues would have been paid.

2.2 Distribution of Information. The Employer will distribute membership informational material provided by NWMU to newly employed clinicians including a copy of the Collective Bargaining Agreement, a form provided by the Union that confirms the provisions of Section 2.1(a) above, and NWMU's form authorizing voluntary payroll deduction of dues, if such form expressly states that such deduction is voluntary. The clinician will be asked to sign upon receipt and return the signed form directly to NWMU. The Employer will work in good faith to develop a procedure to retain copies of such signed forms.

2.3 Change in Membership Status. A clinician should notify NWMU's Membership Coordinator, in writing, of a desire to change their status under the provisions of Section 2.1(a) above by mail to the business address for NWMU.

2.4 Termination for Failure to Comply. NWMU will provide the Employer with copies of at least two notices sent to a clinician who has not met the obligations to which they are subject, pursuant to this Article. NWMU may request that the Employer terminate the employment of a clinician who does not meet the obligations to which they are subject, pursuant to this Article. After such a request is made, the Employer will terminate the clinician's employment no later than fourteen (14) days after receiving the written request from NWMU. The Employer will have no obligation to pay severance or any other notice pay related to such termination of employment.

2.5 Dues Deduction. The Employer shall deduct the amount of NWMU dues, as specified in writing by NWMU, from the wages of all clinicians covered by this Agreement who voluntarily agree to such deductions and who submit an appropriately written authorization to the Employer. The deductions will be made each pay period. Changes in amounts to be deducted from a clinician's wages will be made on the basis of specific written confirmation by NWMU received not less than one month before the deduction. Deductions made in accordance with this section will be remitted by the Employer to NWMU monthly, with a list showing the names and amounts regarding the clinicians for whom the deductions have been made.

2.6 Indemnification. NWMU will indemnify and hold the Employer harmless against any and all third-party claims, demands, suits, and other forms of liability that may arise against the Employer by reason of any actions taken in connection with this Article.

2.7 Tracking of Information. The parties will work together to reach a mutual agreement on the information to be provided to NWMU to track the provisions in this Article.

2.8 Orientation. During the first thirty (30) days of a newly-hired clinician's employment, a bargaining unit clinician designated by the Union may arrange a meeting with the newly-hired clinician for twenty (20) minutes to discuss Union membership and contract administration matters, provided the discussion does not interfere with the work of either clinician. The time spent on this orientation must be within both clinicians' regularly-scheduled work week(s) and shall be compensated as time worked. To ensure the meetings do not interfere with work and the time is properly tracked and compensated without unnecessary cost to the Employer, the bargaining unit clinician designated by the Union to discuss membership during such orientations shall inform the Employer when the 20-minute discussion is scheduled. If a bargaining unit clinician is not available, a union representative may make arrangements to meet with the newly-hired clinician to discuss Union membership and contract administration. The union representative must contact

the Chief Human Resources Officer (or designee) at least three (3) business days in advance to make arrangements for the meeting.

Article 3 - UNION BUSINESS

3.1 Access to Premises - Union Staff. Non-employee representatives of the Union will be allowed to enter the Hospital's premises for pre-scheduled meetings with management (e.g., grievance meetings). In addition, one authorized union representative will have access at reasonable times to those areas of the Hospital'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. Such requests should be made to the Chief Human Resources Officer (or designee) and shall not be unreasonably denied. This limited right of access to the Hospital's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees 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 Bulletin Boards. One bulletin board for each group of clinicians (Hospitalists, OB Hospitalists and Palliative Care Physicians) in mutually agreed upon locations shall be designated for use. The Union may post local unit meeting notices, Union recreational and social affairs, appointments, newsletters and elections on the designated bulletin boards. The Union and each bargaining unit member agree to limit the posting of Union materials to this designated bulletin board.

3.3 Negotiations. Each party to this Agreement is responsible for the availability of the bargaining team it has chosen to represent it. The members of the Union negotiating team will work with their leaders to make good faith attempts to adjust their schedules to accommodate negotiations, which may include schedule trades. 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 bargaining unit members will be honored, provided that patient care and operational needs can be met.

3.4 Rosters. On a bi-annual basis, the Employer will provide the Union electronically with a list of bargaining unit members which will include clinicians' names, addresses (as available), FTE, personal email (as available) and telephone number (as available). 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). The Union may request the information above as frequently as every three (3) months.

Article 4 - Management Rights

4.1 Management Rights. Except as particular matters are specifically limited by this Agreement, the Employer has the exclusive right to operate and manage its operations, and the Employer retains all rights, powers, and authority inherent in the management function, including,

but not limited to, the right to extend, limit, consolidate, or discontinue operations and services, and employment pertaining thereto, to determine the methods and means for providing services; to determine the kind and location of facilities; to administer and control the premises, facilities, utilities, equipment, and supplies; to select, hire, classify, train, orient, promote, transfer, assign, direct, reward, demote, layoff, and supervise clinicians, to take corrective action; to determine work schedules; to direct clinicians and determine job assignments; to formulate, modify, and assess qualifications and standards of performance and attendance; to determine staffing requirements; and to utilize suppliers, subcontractors (in accordance with any limitations in this Agreement), and independent contractors as it determines appropriate, including the right to use locums, agency, or other temporary personnel.

4.2 Illustrative Only. This list is illustrative only and should not be construed to restrict or limit those prerogatives not mentioned which are inherent in the management function.

4.3 Limits on Employer's Rights. The only limits on the Employer's right to operate and manage the Employer's operations are those specifically expressed in this Agreement. If not expressly and specifically limited by this Agreement, all rights are subject to the Employer's exclusive control.

4.4 Employer Policies. The Employer has the right to establish, change, modify, interpret, or discontinue its policies, procedures, and regulations.

Article 5 - Equal Employment Opportunity

The parties 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, sex, marital status, religious belief, veteran status, political ideology, sexual orientation, gender identity or expression, genetic information, or disability.

Article 6 - Extinguishing Individual Employment Agreements

6.1 Extinguishing Individual Employment Agreements. The parties recognize that the clinicians 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, clinicians' 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 clinicians' individual employment agreements.

6.2 Effect of this Article on Non-Bargaining Unit Work Performed by Clinicians. Nothing herein is intended to extinguish and/or eliminate clinicians' employment and/or work in other positions outside the bargaining unit covered by this Agreement. In the event that this Agreement extinguishes clinicians' existing individual employment agreements, clinicians who currently work in positions outside the bargaining unit will be offered a new individual employment agreement covering work performed in positions outside the bargaining unit.

Article 7 - Clinician Professional Relationship

7.1 Medical Staff Processes and Discipline. The parties recognize that peer review processes and recommendations made by Medical Staff are entirely separate from bargaining unit clinicians' employment and are not governed by or superseded by any provision of this Agreement. Any Medical Staff decision to coach, investigate, suspend, terminate privileges, or any other action that the clinician believes adversely affects them will be governed solely by Medical Staff's Bylaws, Rules and applicable procedures and will not be subject to the grievance process set forth in this Agreement.

7.2 Clinician's Provision of Patient Services. Clinicians covered under this Agreement shall provide professional services in conformity with the ethical and professional standards of their specialty and in accordance with the Bylaws, Rules and Regulations of the medical staff; any directives specific to their department; the standards and recommendations of The Joint Commission; 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 and the Roman Catholic moral tradition as articulated in such documents as *The Ethical and Religious Directives for Catholic Health Care Services*. Further, clinicians shall provide healthcare services to patients within the scope of their licensure and privileges in accordance with applicable agreements between the Employer and entities with which the Employer contracts shall directly supervise the rendering of services by others as appropriate, and shall provide call coverage in accordance with call schedules reasonably established by the Employer from time to time.

7.3 Exclusive Efforts. Clinicians shall not engage in the practice of medicine or provide services except as a clinician of the Employer and shall not engage in any activity that would interfere with their practice of medicine as a clinician of the Employer unless such activity adheres to applicable Employer policies and is otherwise agreed to in writing and in advance pursuant to the established practice of the Employer. During their employment, clinicians shall not engage in any activity competitive with or adverse to the Employer. Nothing in this section is intended to prohibit a clinician from engaging in approved moonlighting work for another employer, provided that the clinician has followed Providence's established process and/or policy for approval of this work.

7.4 Insurance Coverage. During the term of clinicians' employment, and subject to any applicable laws or regulations and also subject to clinicians 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 clinicians within the course and scope of duties required as an clinicians. Following termination/cessation of bargaining unit clinicians' employment, the Employer will provide coverage as may be necessary to cover claims arising from activities during the applicable statute of limitations. Providence's self-insurance program, which is continuous claims-made liability coverage, applies to malpractice claims that arise during the course of a clinician's employment without regard to whether the clinician is still employed at the Employer at the time the claim is made.

7.5 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 clinicians participate. Clinicians acknowledge that all original works of authorship that are made by them (solely or jointly with others) within the scope of their employment by 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). Clinicians 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 clinicians 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 clinicians and the Employer.

7.6 Support Personnel. The Employer shall use its best efforts to provide sufficient support and staffing for clinicians' professional medical services. Clinicians may have input regarding employment issues related to support personnel, 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. Disputes regarding whether the Employer has provided sufficient support and staffing shall not be subject to the grievance process in this Agreement.

7.7 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 clinicians to provide medical services, all of which shall be used by clinicians solely for that purpose. Clinicians and the Employer shall consult periodically regarding equipment and supply needs. Clinicians 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. The "Workplace Safety and Technology" Article is subject to the grievance article set forth in this Agreement.

7.8 Fees and Charges. All fees and charges relating to clinicians' practice at the Employer and/or services related to clinicians' medical expertise and within the scope of clinicians' employment at the Employer, including but not limited to medical directorships, committee service stipends, research, publications expert testimony fees, and lecture fees or Honoraria are the property of the Employer, unless otherwise agreed to in writing and in advance by the Employer. Nothing in this Section is intended to require clinicians to remit payment to the Employer for approved moonlighting work for another employer.

7.9 Assignment and Collections. Clinicians shall cooperate with the Employer as necessary for billing and collection efforts and will complete, as appropriate, statements for patient services rendered by clinicians. Clinicians assign to the Employer all of their professional charges and grant authority to the Employer to collect and to enforce payment.

ARTICLE 8 – EMPLOYMENT STATUS

8.1 Independent Exercise of Medical Judgment. The employment relationship between the Employer and clinicians shall not affect the independent exercise of clinicians' professional

judgment in the practice of medicine so long as that judgment is consistent with the current standards of medical care in the state and complies with the rules, policies and procedures approved by the Employer consistent with these standards.

8.2 Probationary Period. A clinician 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 six (6) months. However, at its discretion, the Employer may extend the clinician's probationary period up to an additional six (6) months by written notice to the clinician.

8.3 Discipline. The Employer shall have the right to discipline, suspend or terminate clinicians for just cause. The Union may file a grievance on behalf of a clinician if they believe this Article has been violated. Termination of probationary clinicians will not be subject to the grievance process. The Employer shall have the right to immediately terminate clinicians, following an appropriate investigation that is compliant with just cause principles, for the following reasons without requiring other proof of "just cause" under this Article if:

(a) the clinician's license in Oregon state is terminated, suspended, reduced, restricted, or expired or clinician is otherwise materially disciplined by the action of any state agency having jurisdiction or authority over clinicians 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; or,

(b) the clinician fails to immediately inform the Employer about the suspension, revocation, termination, restriction, or expiration of the clinician's federal DEA number, and/or clinician's medical staff privileges (if applicable) at any hospital; or,

(c) the clinician fails to immediately (defined as twenty-four (24) hours) inform the Employer about investigations, complaints/claims, sanctions and/or other disciplinary proceedings (collectively, "proceedings") that will impact a clinician's ability to provide care to patients of the Employer, bill for services provided to patients or pertain to care provided by the clinician to Employer's patients. Such proceedings include: (i) those initiated by a peer review organization; (ii) an auditor or federal, state or local agency/Medical Board; (iii) a commercial or government payor; or, (iv) a claim of medical malpractice relating to care provided by the clinician to a Employer's patient; or,

(d) the clinician fails to immediately inform the Employer about any criminal investigation, including but not limited to any arrest, criminal charge or indictment of the clinician; or,

(e) the clinician engages in sexual or other harassment and/or discrimination; or,

(f) the clinician is convicted or 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; however, nothing in this provision prevents the Employer from taking appropriate employment

action if a clinician is unable to work for forty-five (45) days or more, all of which will be treated as an unpaid personal leave of absence, due to a criminal charge which has not yet been adjudicated; or,

(g) the clinician'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 or the clinician is unable to obtain medical staff privileges at Employer-affiliated Providence facilities or privileges at any other hospital where the Employer's patients receive care; or, (h) the clinician is abusing or misusing drugs (either illegal drugs or prescription drugs in a manner other than as prescribed) in a manner that impacts their work performance, or is impaired by drugs or intoxicants in the workplace; or, (m) the clinician willfully, repeatedly, or flagrantly fails to fulfill the clinician's responsibilities to provide professional medical services in compliance with the requirements of medical staff, the Joint Commission, 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 clinician's specialty practicing under the same or similar circumstances and is consistent with the PSJH Mission and Core Values and the Roman Catholic moral tradition as articulated in such documents as *The Ethical and Religious Directives for Catholic Health Care Services*; or (n) the clinician is terminated or excluded from participation in any government healthcare payor program or commercial payor program in which the Employer participates. **No Cause Separation.** Nothing in this Article prevents the Employer and the clinician from mutually agreeing to a no-cause separation under appropriate circumstances, e.g., declining performance and/or behavioral concerns. Should this situation occur, the clinician will not be entitled to ninety (90) days notice; the terms of the clinician's departure will be negotiated. The current process relating to separation of per diem clinicians who have not signed up for shifts will continue to apply.

8.4

8.5 Notice of Resignation By Clinicians. In the event that a clinician wishes to resign from their employment with the Employer, the clinician must give ninety (90) days written notice to the Employer. The Employer reserves the right to deny requests for time-off during the last forty-five (45) days of this 90-day notice period. Failure to give 90-day notice by the clinician may, at the Employer's discretion, make the clinician ineligible for rehire. The Employer will give consideration to situations that would make lack of notice by a clinician excusable.

8.6 Inability to Perform Essential Functions. If a clinician is unable to perform the essential functions of their job, as reasonably determined by the Employer, the clinician does not qualify for leave under the Employer's benefit policies, and there are no reasonable accommodations which would enable the clinician to perform the essential functions of their job, the parties recognize that the Employer may separate the clinician

from employment. In such circumstances, the Employer will, upon request by the clinician, meet with the clinician and the Union to discuss the terms of the clinician's separation.

8.7 Performance Improvement Plans and other Progressive Discipline. The Employer, at its discretion, has the right to place a clinician 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. Further, at its discretion, the Employer may issue to clinicians a written 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 clinician. Both parties recognize that the severity of the misconduct will dictate what progressive discipline is appropriate. Clinicians will receive a copy of any written disciplinary action taken by the Employer.

8.7.1 Consideration of Past Discipline/Corrective Action. After two (2) years, if the clinician has not been subject to additional corrective and/or disciplinary action, the clinician may submit a written request to the Chief Human Resources Officer (or designee) seeking that the discipline not be considered for future disciplinary action by the Employer. The CHRO (or designee) has sole discretion to approve or deny this request; however, if this request is granted, the prior corrective and/or disciplinary action may still be considered insofar as evidence that the clinician had notice of the rule, policy, and/or expectation at issue in the corrective action.

8.8 Personnel Files. A clinician may review the contents of their personnel file upon request.

8.9 Reports to the State Based Licensing Board/Association. Under normal circumstances, the Employer will make a reasonable effort to inform a clinician if the Employer is making an official report about the clinician 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 clinician. Reports made by the Employer in good faith shall not be subject to challenge or review under the grievance procedure in this agreement.

8.10 Effect of Termination. If a clinician is terminated for any reason, the Employer and the clinician shall use their best efforts to ensure continuity of care for patients. The clinician will cooperate with the Employer to transfer the care of the clinician's patients to another clinician.

Article 9 - Work Locations and Scheduling

9.1 Work Locations

9.1.1 Hospitalists**.** Bargaining unit Hospitalists' primary work location is St. Vincent Medical Center. The Employer may request that Hospitalists work at another facility. Hospitalists may agree to work at another facility but will not be required by the Employer to do so except in emergent circumstances.

9.1.2 OB Hospitalists. Bargaining unit OB Hospitalists' primary work location is St. Vincent Medical Center. The Employer may request that OB Hospitalists work at another facility.

OB Hospitalists may agree to work at another facility but will not be required by the Employer to do so except in emergent circumstances.

9.1.3 Palliative Care Physicians. Bargaining unit Palliative Care Physicians' primary work location is St. Vincent Medical Center. From time to time, the Employer may request that Palliative Care Physicians perform work at another facility and/or provide care virtually for another facility's patients.

9.2 Clinician Scheduling

9.2.1 Hospitalists. The Employer determines Hospitalists' work schedule, including shift start/end times. Hospitalists will participate in the Employer's scheduling process, which currently requires Hospitalists to sign-up for a minimum number of shifts based on their FTE and shift types worked. In the event that the Employer changes a Hospitalist's work schedule after the schedule has been posted, the Employer will notify the Hospitalist as soon as possible. Further, due to patient care and operational needs, Hospitalists may, from time, time, be asked by the Employer to come in early and/or work past their normal shift start/end times. Nurse Practitioner Internal Medicine Hospitalists may only move to required night shifts through mutual agreement.

9.2.2 OB Hospitalists. The Employer determines OB Hospitalists' work schedule, including shift start/end times. OB Hospitalists will participate in the Employer's scheduling process, which currently requires OB Hospitalists to sign-up for a minimum number of shifts based on their FTE. Further, due to patient care and operational needs, OB Hospitalists may, from time, time, be asked by the Employer to come in early and/or work past their normal shift start/end times. The Employer, in consultation with the resource committee, determines OB Hospitalists' work schedule, including shift start/end times. OB Hospitalists will maintain the current self-scheduling system for day shift, night shift, and time-off requests, with the requirement of signing up for a minimum number of annual shifts based on their FTE. Further, due to patient care and operational needs, OB Hospitalists may, from time, time, be asked by the Employer to come in early and/or work past their normal shift start/end times.

9.2.3 Palliative Care Physicians. The Employer determines Palliative Care Physicians' work schedule, upon hire. Palliative Care Physicians' preferences for days of the week to be worked will be considered. Changes to a Palliative Care Physician's shift duration and shift time may only occur through mutual agreement of the physician and employer. Palliative Care Physicians shall not move to weekend or after hour scheduling unless by mutual agreement of the physician and employer.

9.2.4 Changes to Scheduling Processes. If the Employer determines that a change to its current scheduling processes is necessary, the Employer will present the proposed change to the appropriate Resource Committee(s). The process for decisions relating to such changes will follow the process set forth in the Resource Committee article.

Article 10 - Time Off for Hospitalists and OB Hospitalists

10.1 Time-Off Incorporated in Minimum Shift Requirement. Hospitalist and OB Hospitalist physicians and Advanced Practice Clinicians may request work schedules that provide for time-off for vacation, medical appointments, and/or other purposes, provided that they fulfill their minimum

shift requirement. Hospitalist and OB Hospitalist clinicians' salary will not be reduced during pay periods in which they work fewer shifts than their FTE due to time-off, provided that they fulfill their annual minimum shift requirement (prorated by FTE and partial year status).

10.2 Extended Illness Benefit. The Employer will provide Extended Illness Benefit (EIB) for regular full-time and part-time Hospitalist and OB Hospitalists with a FTE of .5 or above in accordance with its applicable policy and practices. EIB shall be calculated in accordance with the following rate: 4.61 hours per pay period (prorated by FTE). Clinicians may accrue up to a maximum of 1040 hours; clinicians will not accrue any additional EIB after reaching the maximum of 1040 hours.

10.3 Purpose of Extended Illness Benefit. EIB is intended to provide time-off for Hospitalist and OB Hospitalist clinicians for unplanned personal or qualifying family members' illness, to satisfy the waiting period for short-term disability and/or for other qualifying reasons under applicable federal, state and/or local sick leave laws. Clinicians will be expected to use EIB time when taking time-off for qualifying reasons unless a federal, state or local leave law allows them the choice of whether they want to use their EIB or go unpaid.

10.4 Sunset of Separate Oregon Paid Sick Leave Time. Effective upon ratification of this Agreement, any separately tracked Oregon paid sick leave hours for clinicians who earn EIB will be sunset and removed. Clinicians understand that EIB satisfies Oregon paid sick leave law requirements and may be used in the same manner as Oregon Paid Sick Leave Time.

10.5 Extended Illness Benefit and End of Employment. EIB is not considered to be a vested benefit and will not be paid out at the time of separation from employment.

10.6 Shift Credit and EIB. Clinicians who utilize EIB will receive shift-credit equal to the type of shift missed in accordance with the Employer's practice in effect for non-represented clinicians with EIB.

10.7 Notice Regarding Use of EIB. Clinicians are expected to provide appropriate notice to the Employer when using EIB in accordance with the Employer's call-in requirements and applicable federal, state and/or local leave laws.

10.8 Rate of Pay. EIB pay will be at the clinician's regular rate of pay. EIB is paid on regular paydays after the pay period the EIB is used. Advance EIB payments are not allowed.

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

Article 11 - Paid Time Away for Palliative Care Physicians

11.1 Paid Time Away for Palliative Care Physicians. All full-time and part-time palliative care physicians 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 physicians time-off for vacation, holidays, personal days, sick time, or any other reason required by law.

11.2 Annual Amount of PTA. Physicians 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 clinician is hired or becomes eligible for PTA.

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

11.4 Recording PTA. Physicians should only record time away when taken in full day increments.

11.5 Rate of Pay. PTA pay will be at the physician'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.

PTA Scheduling.

11.6.1 Time away requests should be made as much in advance as possible and approved in accordance with the Employer's scheduling processes. The physician will receive an approval or denial of the request. 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.

11.6.2 Physicians 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.

11.6.3 If more physicians request the same dates for time away than the Employer determines to be consistent with its operating needs, PTA will be awarded in the order of seniority. In the event that a physician needs time off for major life events and the Employer is not able to approve the request for PTA, the physician may seek coverage swaps (provided the leader approves). Further, the physician's leader may, in their discretion, increase the number of physicians allowed off, based on the leader's assessment of the Employer's operational needs.

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

11.8 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 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.

Article 12 - COMPENSATION

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

12.2 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 clinicians' base salary beginning the next pay period.

12.3 Compensation Reconciliation. Due to legal and regulatory requirements, the parties to this Agreement understand that it is very important for the Employer to recoup any overpayments paid to bargaining unit clinicians. Clinicians shall cooperate in good faith with any post-service reviews, audits or investigation of services rendered by clinicians during the term of this Agreement. Clinicians shall promptly report to the Employer any actual or expected overpayment or underpayment received and must reimburse the Employer for any overpayment received.

12.4 Compensation for Bargaining Unit Clinicians.

12.4.1 Prorating Salaries. Annual salaries will be prorated based on FTE and partial year status.

12.4.2 Fair Market Value and Commercial Reasonableness. The compensation for bargaining unit clinicians must, in the sole judgment of the Employer, be deemed consistent with fair market value and commercial reasonableness.

12.4.3 Hospitalists' Compensation.

a. Hospitalist Physicians, Salary. Full-time (1.0) Hospitalist physicians are expected to work a minimum of 161 shifts (prorated by FTE and partial-year status). Length of shift and shift credit for day, swing and night shifts are set forth in Appendix A. Hospitalists will be placed on the tiers set forth in Appendix A, based on their continuous years of service with the Employer's Hospitalist program. During the life of this Agreement, the Employer affirms it will not decrease Hospitalists' Base Salary set forth in Appendix A, provided that their total compensation remains consistent with fair market value and commercial reasonableness and does not exceed the 75th percentile using the Employer's market benchmarks. For July 1, 2025, the Employer will guarantee at least a 4.00% increase, provided that Hospitalists' total compensation remains consistent with fair market value and commercial reasonableness and does not exceed the 75th percentile using the Employer's market benchmarks. For July 1, 2026, the Employer will, provided that it remains consistent with fair market value and commercial reasonableness and does not exceed the 75th percentile using the Employer's market benchmarks, guarantee at least a 3.0% increase to Hospitalists.

b. Hospitalists – Physicians, Production Pay**.** The Employer reserves the right to establish amounts, production/wRVU metrics and set policies and procedures for wRVU compensation. Any earned wRVUs will be calculated and paid on a quarterly basis, on dates determined by the Employer. During the life of this Agreement, the Employer affirms it will not decrease the amount of Hospitalists' wRVU compensation paid in conformance with its policies and metrics. Hospitalists' wRVU compensation as part of their total cash compensation is reflected in Appendix A.

c. Hospitalists – Advanced Practice Clinicians. Full time (1.0) Hospitalist Advanced Practice Clinicians are expected to work a minimum of 161 shifts (prorated by FTE and partial-year status). Length of shift and shift credit for day, swing and night shifts are set forth in Appendix A. The Employer does not expect that Advanced Practice Clinicians work night shifts. Hospitalist Advanced Practice Clinicians will be placed on the tiers set forth in Appendix A, based on their years of experience post-licensure as an Advanced Practice Clinician. During the life of this Agreement, the Employer affirms it will not decrease Hospitalist APCs Base Salary. For July 1, 2025, the Employer will guarantee at least a 4.0% increase to Hospitalist APCs. For July 1, 2026, the Employer will guarantee at least a 4.0% increase to Hospitalist APCs.

d. Value Based Incentive for Hospitalist Physicians and Advanced Practice Clinicians. Clinicians will be eligible for a Value Based Incentive (FTE and partial-year status adjusted) on an annual basis if clinicians satisfy certain criteria established by the Employer. The Employer will determine the total amount of the Value Based Incentive, and will allocate a percentage of the Incentive to group and/or individual metrics. For Hospitalist Physicians, the total VBI available is $20,000. For Hospitalist APCs, the total VBI available is $12,000. In no case will the Employer decrease the amount of available total VBI during the life of this Agreement. VBI criteria will be subject to the process set forth in the Resource Committee Article. The Employer, in its sole judgement, shall determine clinicians' performance and satisfaction of the criteria; any such determination is final and not subject to the grievance and arbitration process set forth in this Agreement. Individual VBI shall be evaluated and paid out quarterly within ninety (90) days of the date the data becomes available. Clinicians must be employed the last day of the quarter in order to be eligible for payment. For Group VBI, clinicians must be employed on December 1. Group VBI will be paid during quarter one (1) of the following calendar year and no later than ninety (90) days after the data becomes available. During the life of this Agreement, the Employer affirms it will not modify individual and group VBI allocation of the total VBI incentive available without following the process outlined in the Resource Committees Article and upon request by the Union, meeting to discuss impacts of the modification. The portion of Hospitalist physicians and APCs' total compensation allocated to VBI/Quality is reflected in Appendix A.

e. Nocturnal Shift Credit for Hospitalist Physicians. Physicians who work night shifts will receive additional shift credit towards their annual shift requirement. The Employer will determine appropriate shift credit and in no case will the Employer decrease the shift credit from the amount of the credit in place at the time of ratification of this Agreement without following the process outlined in the Resource Committee article, and upon request by the Union, meeting to negotiate the impacts of the change.

f. Excess Shift Coverage Incentive Compensation for Hospitalist Physicians. If physicians work more than their required number of shifts, the Employer will pay an excess shift coverage incentive to Hospitalist physicians which will be calculated at their regular rate for shifts + $500. No other shift incentives will apply. Excess shift coverage incentives will be paid quarterly, on a date determined by the Employer.

g. Excess Shift Coverage Incentive Compensation for Advanced Practice Clinicians. If Advanced Practice Clinicians work more than their required number of shifts, the Employer will pay an excess shift coverage incentive bonus to Advanced Practice Clinicians which will be calculated at the Tier 6 rate set forth in Appendix A + 25% for one (1) shift. The Employer has the right to increase excess shift coverage incentive compensation.

h. Back-up Call Coverage for Hospitalist Physicians. Hospitalist physicians will be expected to provide back-up call coverage a minimum of twelve (12) back up call shifts per year (prorated by FTE and partial year status). Hospitalist physicians will be eligible for $350.00 per back-up call shift. If called into work, Hospitalist physicians will be paid the regular rate for that shift and will receive typical shift credit according to the shift worked and the $350.00 will not be withheld.

i. Per Diem/Moonlighting Rate for Hospitalist Physicians. Hospitalist physicians who have a primary position at another facility that is part of the Providence family of organizations and provide per diem coverage at St. Vincent's Medical Center will receive the following hourly rate for shift coverage: $183.75 per hour (days) and $220.00 (nights). Per diem Hospitalists who are not employed to work at another facility that is part of the Providence family of organizations will receive the following hourly rate for shift coverage: $157.50 per hour (days) and $189.00 (nights). The Employer has the right to increase the aforementioned hourly rates. 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.

j. Per Diem/Moonlighting Rate for Hospitalist Advanced Practice Clinicians. Hospitalist Advanced Practice Clinicians who have a primary position at another facility that is part of the Providence family of organizations and provide per diem coverage at St. Vincent's Medical Center will receive the following hourly rate for shift coverage: $102.48 (days) and $122.98 (nights). Hospitalist Advanced Practice Clinicians who are not employed to work at another facility that is part of the Providence family of organizations will receive the following hourly rate for shift coverage: $102.48 (days) and $122.98 (nights). The Employer reserves the right to increase the aforementioned hourly rates. 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.

12.4.4 OB Hospitalist Compensation.

a. Base Salary for OB Hospitalists. Full-time (1.0) OB Hospitalists are expected to work a minimum of 161 12-hour shifts (prorated by FTE and partial-year status) paid a Base Salary of $307,443.00 (prorated by FTE and partial-year status, which will be paid out in regular bi-weekly installments. Effective the first full payroll period following ratification, the Employer will, provided that their total compensation remains consistent with fair market value and commercial reasonableness and does not exceed the 75th percentile of the Employer's market benchmarks, guarantee a 3.0% increase for OB Hospitalists, and for July 1, 2025, another 2.0% increase. For July 1, 2026, the Employer will, provided it remains consistent with fair market value and commercial reasonableness, guarantee at least a 3.0% increase for OB Hospitalists.

b. Value Based Incentive Compensation for OB Hospitalists. Physicians will be eligible for Value Based Incentive Compensation up to $20,000 (FTE and partial-year status adjusted) on an annual basis if physicians satisfy certain criteria established by the Employer. The Employer affirms it will not decrease the amount of VBI available (subject to FTE and partial-year status) during the life of this Agreement. VBI criteria will be subject to the process outlined in the Resource Committees Article. The Employer, in its sole judgement, shall determine physicians' performance and satisfaction of the VBI criteria; any such determination is final and not subject to the grievance and arbitration process set forth in this Agreement. VBI compensation shall be evaluated and paid out on a quarterly basis, no later than ninety (90) days after the incentive data has become available. In addition, to be eligible for VBI compensation, the physician must be employed on the date the payment is scheduled to occur. Physicians who resign or are terminated before the date of payment will not be eligible.

c. Nocturnal Shift Differential for OB Hospitalists. Upon ratification of this Agreement, the Employer will give OB Hospitalists additional .20 shift credit towards the completion of their annual shift expectations for each full night shift worked. Day/night shifts will be evenly distributed amongst the group.

d. Extra Shift Incentive for OB Hospitalists. Physicians who work more than their required number of shifts will receive the following payment: their regular rate + $500.00 for a twelve (12) hour shift. The Employer has the right to further increase this hourly rate. In the event that the Employer decides to increase this rate, it will provide thirty (30) days advance notice to the Union, and upon request by the Union, will meet to discuss the effects of this change.

e. Per Diem Rate for OB Hospitalists. Per diem physicians will receive the following hourly rate for shift coverage: $180.67 per hour. Across the board percentage adjustments provided to regular full-time and part-time OB Hospitalists will be applied to the per diem rate. The Employer has the right to increase this 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 by the Union, will meet to discuss the effects of the change.

12.4.5 Palliative Care Physician Compensation.

a. Base Salary for Palliative Care Physicians. Palliative Care Physicians will be paid a Base Salary of $284,000.00 (prorated by FTE and partial-year status) which will be paid in regular bi-weekly installments. During the life of this Agreement, the Employer affirms it will not decrease Palliative Care Physicians' Base Salary, provided it remains consistent with fair market value and commercial reasonableness. Effective the first full payroll period following ratification, the Employer will, provided that it remains consistent with fair market value and commercial reasonableness, guarantee at least a 2.0% increase for Palliative Care Physicians, and for July 1, 2025, guarantee at least a 2.0% increase. For July 1, 2026, the Employer will, provided Physicians' total compensation remains consistent with fair market value and commercial reasonableness and does not exceed the 75% of the Employer's market benchmarks, guarantee at least a 3.0% increase for Palliative Care Physicians.

b. Value-Based Incentive Compensation. Physicians will be eligible for Value-Based Incentive Compensation up to $25,000 per (FTE and partial-year status adjusted) on an annual

basis if physicians satisfy certain criteria established by the Employer. The Employer affirms it will not decrease the amount of VBI incentive available (subject to FTE and partial-year status) during the life of this Agreement. VBI criteria will be subject to the process outlined in the Resource Committees Article. The Employer, in its sole judgement, shall determine physicians' performance and satisfaction of the VBI criteria; any such determination is final and not subject to the grievance and arbitration process set forth in this Agreement. VBI compensation shall be evaluated and paid out on a quarterly basis, no later than ninety (90) days after the incentive data has become available. In addition, to be eligible for VBI compensation, the physician must be employed on the date the payment is scheduled to occur. Physicians who resign or are terminated before the date of payment will not be eligible.

c. Extra Hours Rate. Physicians who work hours above their regularly scheduled shifts/FTE will be eligible for an additional $10.00 per hour on top of their regular hourly rate. The Employer has the right to increase this rate. In the event that the Employer decides to increase this rate, the Employer will provide thirty (30) days advance notice to the Union, and upon request by the Union, will meet to discuss the effects of the change.

Article 13 - Holidays

13.1 Holidays.

The following are the Employer's holidays:

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

13.2 Palliative Care Unit and Observed Holidays. Palliative Care Physicians are required to use PTA for holidays observed by the Employer unless the Physician works on the holiday or is not regularly scheduled to work on the day the holiday is observed by the department. For designated holidays that fall on a Saturday or Sunday, the department will observe the holiday on the preceding Friday or the following Monday. If accrued PTA is available, it must be used before unpaid time is reported by that Physician. Exempt Physicians should not use PTA for holidays if they perform any work on the designated holiday. Before working on a designated holiday, Physicians must obtain prior approval from their leader.

Article 14 – LEAVES OF ABSENCE

14.1 General Provisions. All Leaves of Absence. Clinicians 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 Clinician 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, a Clinician may be required to use paid time

away during an unpaid leave until such time is 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 paid parental leave benefits.

The Employer will maintain policies regarding leaves of absences and ensure the leaves are administered in accordance with applicable laws.

14.2 Family and Medical Leave (FMLA), Oregon Paid Family Leave and Oregon Family Leave Act (OFLA). The Employer will provide FMLA, Oregon Paid Family Leave, and OFLA to its eligible Clinicians 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 clinician or their family member. Those leaves will be covered under Oregon's Paid Family Leave law.

14.3 Additional Medical Leaves. In accordance with federal, state and local laws, Clinicians 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 Clinician or their family member. Clinicians will receive the same additional medical leaves as other caregivers of the Employer.

14.4 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.

14.5 Personal Leave. Clinicians will receive the same opportunities for personal leave as other caregivers of the Employer, in accordance with the Employer's policy, which may be amended from time to time. Approvals of personal leaves are based on patient care and operational needs of the Employer.

14.6 Bereavement Leave. All benefits eligible Clinicians will receive bereavement leave in accordance with the Employer's bereavement leave policy, which may be amended from time to time. Additional unpaid time off and/or paid time away for bereavement leave may be authorized by the Clinician's core leader, and will be administered in accordance with applicable laws.

14.7 Jury Duty and Witness Leave. To support Clinicians in meeting their civic responsibilities as jurors and witnesses, Clinicians will receive the same jury duty and witness leave as other caregivers of the Employer, in accordance with the Employer's policy, which may be amended from time to time. Clinicians 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.

14.8 Use of Paid Time Away During an Unpaid Leave. Where consistent with applicable laws, a Clinician on an approved leave will be expected to use their Extended Illness Benefit (EIB) or Paid Time Away (collectively "paid time off"), whichever is applicable, during a leave without pay. Paid time off will be coordinated with other benefits (if any), including Oregon Paid Family Leave benefits and the Employer's short-term disability and/or paid parental leave benefits. The number of hours of paid time off used per week during the leave shall not exceed the number of hours the Clinician was regularly scheduled to work (FTE) and will be consistent with their regular salary. Further, when coordinated with other benefits, paid time off used per week to "top off" such benefits may not

exceed the number of hours the Clinician was regularly scheduled to work (FTE) and will be consistent with their regular salary.

Article 15 - Student Loan Assistance

15.1 Public Service Loan Forgiveness. For the purpose of Public Service Loan Forgiveness, the Employer defines "full-time" employment as .90 FTE (36 working hours, or an average thereof, per week).

Article 16 - Professional Development

16.1 Continuing Medical Education. Clinicians 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 (CME & Dues, Travel Policy, Accounting Policy), which may be amended from time to time in the sole discretion of the Employer. Currently, regular full-time and part-time (.50 or above) Hospitalist physicians receive $5000.00 for CME (prorated by partial-year status). Regular full-time and part-time (.50 or above) Hospitalist Nurse Practitioners receive $3000.00 (prorated by partial-year status). Regular full time and part-time (.50 or above) OB Hospitalists receive $6000.00 for CME (prorated by partial year status). Regular full-time and part-time (.50 or above) Palliative Care Physicians receive $4000.00 (prorated by partial-year status). Per Diem clinicians are not eligible for CME funds.

16.2 Attendance at CMEs by Hospitalists and OB Hospitalists. Hospitalist and OB Hospitalist clinicians who wish to attend a CME will receive priority for scheduling time-off to attend the desired conference, training and/or event. Clinicians do not receive shift credit or extra pay for attending a CME conference/training/event.

16.3 CME Leave Time for Palliative Care Physicians. Regular full-time and part-time (.50 or above) Palliative Care Physicians will receive forty (40) hours of paid CME educational time (prorated by partial-year status). Physicians are expected to comply with the Employer's requirements for eligibility, scheduling and proper coding of such time.

16.4 Education Benefits. All clinicians may apply for education benefits in accordance with the Employer's Education Benefit policy, which may be amended from time to time. The policy currently provides up to $5250 in assistance and/or reimbursement for qualifying costs, which include undergraduate/graduate degrees, professional certifications and educational events. Clinicians 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 modifies the policy, the Employer will provide at least fourteen (14) days notice to the Union, and upon request, meet to negotiate impacts of the change.

Article 17 – Seniority and Reduction in Force

17.1 Unit Seniority. Unit seniority shall mean a clinician's length of employment in the represented bargaining unit. The bargaining unit was certified August 9, 2023. If physicians have the same unit seniority date, the clinician's hire date at the Employer in the Hospitalist, OB Hospitalist or Palliative Care programs will be used to determine who is the most senior clinician.

In the event that the hire date of clinicians within their program is the same, seniority will be determined by the length of time clinicians have been employed with the current Providence employer. In the event that their original hire date with the Hospitalist, OB Hospitalist or Palliative Care program is the same, clinicians' seniority will be determined by a coin toss.

17.2 Lay-Off. A lay-off is defined as a mandatory reduction in the number of bargaining unit clinicians employed by the Employer. For purposes of lay-off, Hospitalist physicians shall be considered a single seniority list. Hospitalist Nurse Practitioners will be considered a single seniority list. OB Hospitalists shall be considered a single seniority list. Palliative Care Physicians shall be considered a single seniority list. Per diem clinicians are not covered by the process set forth in this Article. The Employer may choose to not schedule a per diem clinician at the Employer's discretion.

17.3 Order of Lay-Off. Layoffs shall be governed by skill, competence, performance, and qualifications, which includes, but is not necessarily limited to, Board certification and/or eligibility, certifications (preferred and required) and education. Where skill, competence, performance, and qualifications are equal in the judgment of the Employer, seniority will prevail and the least senior clinician will be selected for layoff.

17.4 Reduction in Force Notice By Employer. In the event of a reduction in force, the Employer may terminate a clinician's employment upon ninety (90) days' prior written notice. At the Employer's option, the physician may be placed on paid administrative leave for any part of the ninety (90) day notice period. Further, this notice period will include a minimum of thirty (30) days of paid administrative leave, which is intended to serve as severance. The Employer will follow its established practice and any specific provisions of this Agreement governing the payment of bonuses when issuing clinicians' final paychecks. The Employer will provide concurrent notice to the Union and the clinician in the event of a reduction of force.

17.4.1 Notice of Open Positions. The Employer will provide the Union and the impacted clinician(s) with a list of open positions with the Employer at St. Vincent's Medical Center. An "open position" is any position, including per diem positions, for which the Employer is still accepting applications. The Employer will use reasonable efforts to ensure that impacted clinicians are able to apply for such open positions before an offer is extended to an external applicant. An impacted clinician may apply for any such open positions. The Employer has sole discretion to determine whether the clinician is qualified for any open position to which the clinician applies and the impacted clinician will be given preference over external applicants, provided that skills, competence, performance, and qualifications, (including certifications and education) are equal.

17.4.2 Discussion with Union. Upon notice to the Union of a reduction in force, representatives of the Employer and Union will meet to discuss the scope of the reduction and the likely impacted positions as well as options for voluntary lay-offs (including requests for voluntary layoff), reduction of the scheduling of per diem clinicians, conversion from regular status to per diem clinician, and FTE reductions (full-time clinicians going to part-time status). In addition, if the Employer believes that consideration of clinicians' skill, competence, performance, qualifications, certifications and education will lead to layoff of a more senior clinician, the Employer will notify the Union and upon request, discuss its reasons for the selection. The Employer will consider the options suggested by the Union but will not be required to implement the suggested options.

17.5 Recall. A clinician who is subject to a reduction in force will be placed on a reinstatement roster for a period of nine (9) months, provided that the clinician notifies in writing the Employer at the time of layoff that they wish to be placed on the reinstatement roster. When vacancies occur at the Employer for positions in the bargaining unit following a reduction in force, the Employer will use its best efforts to notify clinicians on the reinstatement roster of the opening and clinicians on the reinstatement roster will be given preference for such vacancies, provided that their competence, and qualifications (including certifications and education) are equal to other applicants for that position. Clinicians should also sign-up for open position notification alerts. If multiple clinicians are on the reinstatement roster, they will be given preference by order of seniority, e.g., the most senior clinician will have preference before less senior clinicians. Clinicians on the reinstatement roster are responsible for monitoring vacancies and at the time of application, must inform the recruiter that they are on a reinstatement roster. If the clinician is offered a position and fails to accept the position within fourteen (14) calendar days, the clinician will be removed from the reinstatement roster. Clinicians on the reinstatement roster have an obligation to keep their address and phone number up to date.

17.6 Workforce Reorganization. A workforce reorganization is defined as staffing changes that result in mandatory materially significant increases or decreases in FTE status of bargaining unit clinicians. Mandatory materially significant decreases in FTE status mean those changes to FTE that are required by the Employer which change a clinician's benefits eligibility status from full-time to part-time or eliminate benefits eligibility. Mandatory materially significant increases mean changes in FTE status that result in a .10 FTE or more increase. Prior to implementing a workforce reorganization as defined in this section, the Employer will provide the Union and the impacted clinician(s) with concurrent thirty (30) days advance notice, and upon the Union's request, meet with the Union and the impacted clinician(s) to discuss impacts. The least senior clinician(s) will be impacted, provided that skills, competence, performance, and qualifications (including certification and education) are equal in the judgment of the Employer. If the Employer believes it will need to go out of seniority order, the Employer will notify the Union, and upon request, will meet to discuss its rationale.

ARTICLE 18 - WORKPLACE SAFETY AND TECHNOLOGY

18.1 General. 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 towards ensuring medical and safety equipment is available in good working order according to patient care requirements and caregiver health protections. The Employer commits to work on improvements to the overall safety of our caregivers and will make reasonable efforts to improve efficiency and the effectiveness of clinicians' daily work.

18.2 Clinical technology. Clinical technology is intended to complement the clinician's clinical 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. The Employer will use its best efforts to ensure availability of optimally functioning equipment.

18.3 Safety Protection and Devices. Safety devices and required personal protective equipment shall be provided by the Employer for all clinicians engaged in work where such items are necessary to meet the requirements of applicable law, regulations and policies.

18.4 Clinician Medical and Technological Equipment. It is understood that technological and medical equipment are necessary to provide quality patient care. The Employer shall be responsible for the providing and upkeep of the following devices for each clinician in the bargaining unit:

i. When deemed necessary by the Employer, tablets with adequate network capability (as available) that supports all necessary applications for day-to-day work such as Zoom, Teams, and other requirements, will be provided. If such equipment is not functioning correctly, the Employer will use its best efforts to promptly restore the functioning of this equipment.

ii. Clinicians will be subject to the same Use of Cell Phone/Personal Devices policy as other employees employed by the Employer. That policy includes a process for requesting reimbursement for reasonable expenses associated with use of their personal devices for work purposes.

iii. When deemed necessary by the Employer, medical equipment and other required medical devices.

iv. When deemed necessary by the Employer, computers, monitors, and other allied equipment and services, including updated software.

18.5 Mutual Responsibility. Clinicians 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:

i. Adherence to the Employer and Medical Center's policies and procedures.

ii. Proper use of personal protective equipment and safety devices.

iii. Use of equipment according to manufacturers' instructions for use (IFU) or in accordance with state and national guidelines and standards.

18.6 Clinician Input into Equipment and Technology. Clinicians who have concerns about safety, technology and/or equipment may escalate via their chain of command and/or take those concerns to their appropriate designee. When feasible, clinicians shall be given the opportunity to provide input whenever new technology affecting the delivery of medical care is being considered.

i. Clinicians are encouraged to identify deficits, malfunctions, and/or outdated equipment and bring proposals for new equipment or alterations of current equipment to the medical director or designee. ii. Concerns regarding equipment shall be brought to the appropriate Resource Committee.

iii. The Employer will provide information to bargaining unit clinicians about how to access IS Support Technicians.

18.7 Workplace Concerns.

i. A clinician who has workplace concerns related to their health status will follow the established disability accommodation process by informing their medical director and leave administrator, and will follow organizational policies and procedures.

ii. A clinician who has concerns about their workplace environment or safety shall follow their chain of command, including their medical director, and escalate as needed for review and/or resolution.

iii. In rare instances, when the chain of command fails to resolve a concern about their workplace environment or safety, including the care of a patient with a communicable disease, the clinician will escalate the matter to their director and/or Resource Committee. Every effort will be made to reach a resolution, which may include additional resources, equipment, support and/or training, safety measures, a modified or changed assignment or another practical solution.

18.8 Exposure to Communicable Disease in the Workplace. - If a clinician is exposed to a serious communicable disease due to a work assignment and is determined by Caregiver Health to have had a high-risk exposure to a disease that would require immunization, testing, or treatment, the clinician shall be provided immunization against, testing for, and/or treatment for such communicable disease without cost to the clinician in accordance with the Employer's policy. Clinicians have the responsibility to promptly respond to communications from the Employer and Caregiver Health Services about exposures, required immunizations, testing and/or treatment.

18.9 Personal Safety.

i. The Employer is committed to providing regular and ongoing education and training for Clinicians to promote their personal safety in the workplace setting.

ii. The Employer shall maintain a process for emergency lockouts and perform annual in-person training. This process will include a communications plan for all St. Vincent locations.

iii. Threats to patient or staff member safety or violations to hospital safety policies will be communicated to leadership and impacted staff in real time or as promptly as possible. Clinicians shall escalate safety concerns immediately.

iv. The Employer will create an escalation pathway for instances of violence and/or threats of violence. The pathway will be reviewed annually with bargaining unit clinicians.

v. Security shall be physically present in the hospital 24/7.

vi. Signage: Prominent signs shall be posted in the workplace indicating weapons and violence is prohibited on campus.

vii. Effective upon contract ratification, the Employer will inform clinicians about the availability of PMAB training classes. As exempt, highly-skilled professionals, clinicians will not receive separate/additional pay for attendance at PMAB training classes but the Employer will use its best efforts to ensure that the trainings are scheduled at convenient times for them and when possible, coordinated with their regular work shifts.

viii. The Employer will maintain a safety committee and a workplace violence committee, and clinicians may request and shall be granted a place on the agenda to bring forward safety related subjects. Additionally, clinicians may raise issues of concern to Providence St. Vincent Medical Center's safety committee and workplace violence committee and request to participate in such committees.

18.10 Workplace Violence Occurrence Reviews. The Employer will make reasonable efforts to ensure that monitors are maintained and functional. The incidents of reported behavior/combative persons (code gray), weapons/hostage situations and active threat on campus (code silver), and the reported occurrences of workplace violence may be reviewed. The data will be shared and reviewed, upon request, but no more than quarterly, with the appropriate Resource Committee.

i. The Employer will encourage clinicians who are victims of assault in the workplace to report the event and will recognize the potential emotional impact. The Employer will follow its established process regarding workplace violence reports.

ii. Wellbeing resources are available to clinicians via Providence's caregiver assistance and other programs, the Choose Well portal, Caregiver Support Sharepoint site (i.e., My Mental Health Matters), and HealthStream, including information and classes about suicide prevention. The Employer will take affirmative steps to ensure that clinicians who are victims of assault are aware of these resources.

iii. If a clinician who has been assaulted at work is unable to continue working after reporting the incident, the clinician will be released from duty without loss of pay for the remainder of that shift. If additional time away is needed, the Caregiver Health Department will explore options with the clinician via programs, resources, and offerings available.

iv. A clinician who has been assaulted by a patient or patient's visitor will inform the medical director, using their chain of command, and may request not to be assigned the patient as their clinician. All requests for reassignment will be honored to the extent possible and the Employer will use its best efforts to prevent any additional assaults if the clinician is not able to be reassigned.

v. The Employer will extend reasonable cooperation to any clinician assaulted in the workplace who chooses to exercise their rights under the law.

vi. The Employer will put in place, review, modify and enforce workplace policies that may give rise to or cause to precipitate situations that may escalate to workplace aggression or violence of any type towards the clinician by the patients and visitors (Such as policies regarding smoking on the campus while hospitalized, patient rights while hospitalized,

expectations from patients regarding their behavior while hospitalized, visitation by family and friends, etc.).

ARTICLE 19 – RETIREMENT

The Employer will provide a retirement plan (which currently includes a 401(k) and 457(b) plan) for all eligible clinicians. Retirement benefits, including but not limited to the Employer match and discretionary contributions, and eligibility requirements for participation will be defined by the Employer's plan(s). The Employer may from time to time amend the terms of the plans; coverage will correspond with the terms of coverage applicable to the majority of the Employer's employees and in case will be no less than the benefits offered to those employees.

Article 20 - Health & Welfare Benefits

20.1 Health Benefits. The Employer will provide comprehensive health benefits to bargaining unit clinicians. Effective beginning the date of hire or from the effective date the clinician moves to a position that is benefits-eligible, full-time and part-time clinicians 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 caregivers 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. Clinicians will be subject to the same higher income surcharge applicable to other higher income earning caregivers employed by the Employer.

20.1.1 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 change.

20.2 Other Benefits. Clinicians shall be offered the same benefit options as the Employer's other caregivers. Some of these benefits are provided at no cost to the clinician, while other benefits are optional/voluntary and caregivers 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
- Long-Term Disability Buy-Up Insurance

ARTICLE 21 – Contracting

21.1 Temporary Locums Clinicians. The Union recognizes the Employer's right to contract with locums clinicians to provide temporary coverage of bargaining unit work. Locums clinicians will not be considered part of the bargaining unit covered by this Agreement and will not be used to permanently replace bargaining unit work. In the event that an agency/locum clinician exceedsone thousand two hundred and forty-eight hours (1248) in a calendar year, the Employer will inform the appropriate Resource Committee, and upon request by the Committee, ongoing use of the locum clinician will be discussed by the Committee, to include discussions regarding the need to hire another clinician.

21.2 Contracting Out. At least forty-five (45) days in advance of making a decision to permanently contract out work that would result in the elimination of bargaining unit positions, the Employer will inform the appropriate Resource Committee(s) about the fact that it is considering contracting out, provide the rationale for its decision, and consider any proposals from the affected group in the bargaining unit about the feasibility of their clinicians' continued performance of the work. Once it has made the decision to contract out work after considering any proposal(s) made through the appropriate Resource Committee(s), the Employer agrees to provide the Union with one hundred and eighty (180) days notice, and upon request, meet with the Union to discuss impacts. Such discussions will be concluded within sixty (60) working days from the date the Employer advised the Union that a decision to subcontract has been made.

22.2.1 Preferential Hiring Requests. The Employer will make a good faith effort to obtain preferential hiring opportunities with the contracting entity for bargaining unit clinicians. Preferential hiring commitments include first consideration over other qualified candidates for positions created as a result of the contract and favorable treatment of such employment conditions as FTE status, rate of pay, and medical/dental/vision insurance.

22.2.2 "Contract Out" Definition. For purposes of this Section, the term "contract out" is defined as a practice whereby the Employer hires another firm to do work that had previously been done within the organization by existing bargaining unit employees. The work may be done by the new firm either inside the organization or at another site.

22.2.3 Commitments Relating to End of Employment.

a. If the clinician applies and is not able to obtain a position with the contracting entity and the clinician continues working throughout the 180-day notice period, the Employer will, in exchange for the clinician's execution of a mutually agreed upon release agreement, pay the equivalent of ninety (90) days pay at the clinician's base salary and a payment that the clinician may use to cover three (3) months of COBRA costs. In addition, the Employer agrees that as part of the clinician's final paycheck, it will pay to the clinician any earned wRVU pay and prorated VBI.

b. If the clinician chooses not to apply for a position with the contracting entity or chooses not to accept a position offered by the contracting entity, the clinician will, in exchange for the clinician's execution of a mutually agreed upon release agreement and working through the 180-days notice period, be offered, as severance, 45 days pay at the

clinician's base salary and a payment that the clinician may use to cover two (2) months of COBRA costs. In addition, the Employer agrees that, as part of the clinician's final paycheck, it will pay to the clinician any earned wRVU pay and prorated VBI.

c. The Employer will not contest an impacted clinician's application for unemployment benefits.

22.2.4 Section Not Applicable. This provision shall not apply to 1) work done on an occasional or temporary basis by non-bargaining unit personnel, including locums; 2) existing work that has customarily been subcontracted; 3) overload work that does not result in a reduction in FTE status of any clinicians; or 4) new work that cannot feasibly be performed by bargaining unit clinicians.

Article 23 - Staffing

23.1 Posting of Vacancies. When the Employer identifies a need to fill a vacant clinician position, the Employer will use its best efforts to post the vacant position in a reasonable time period (generally, within four (4) weeks) unless determining factors, including but not limited to reconfiguration of vacant FTE(s) to full-time, part-time or per diem status, require additional consideration and time to determine need for posting. The Employer's physician executive/medical director (or designee) for the Hospitalist, OB Hospitalist and/or Palliative Care Physicians will share information about vacancies and posted positions with the appropriate Resource Committee. In addition, the physician executive/medical director (or designee) will present planned changes about reconfigurations of vacant FTEs (or other determining factors) to the appropriate Resource Committee.

23.2 Notice of Leave of Absence. Upon notice of a leave of absence, the Employer will use its best efforts to post any resulting shift vacancies before the next schedule during which the leave of absence will occur or during the current schedule (if applicable). Further, the Employer will use its best efforts to ensure sufficient staffing through utilization of locums or per diems to cover shifts for known and unanticipated FMLA.

23.3 Staffing Updates. The Employer will share information about clinician FTEs, decisions on which type of clinicians to hire and vacancies at the Resource Committee meetings. Committee members will provide input about such subjects.

23.4 Additional Staffing Analysis. In the event that clinicians believe that the number of unfilled shifts warrant additional positions, clinician representatives will present their concerns at the applicable Resource Committee. In such circumstances, the Committee will evaluate those concerns, to include analysis of unfilled shifts, to determine whether additional staffing is warranted, and formulate a recommendation once the analysis has been completed. The process for decisions relating to such recommendations will follow the process set forth in the Resource Committees article.

23.5 Charting Requirements During Emergencies. The Resource Committee will work with the Employer representatives on the Committee and the Medical Center's CMO to clarify clinicians' charting obligations during emergencies.

Article 24 - HOSPITALIST MEDICINE/OB HOSPITALIST/PALLIATIVE CARE RESOURCE COMMITTEES

24.1 Hospital Medicine Resource Committee ("HMRC")

24.1.1 Focus of Committee:

1. Appropriate utilization of Hospitalist resources;

2. Problem solving of Hospitalist workload;

3. Develop workload surge protocol;

4. Develop staffing framework and conduct a quarterly review of team staffing needs to establish minimum numbers of clinicians scheduled for each specified shift, recognizing differences in patient acuity and clinician care intensity to help ensure patient safety;

5. Monitor monthly patient acuity, census, changes in patient population, work schedules; to identify trends requiring potential adjustments or considerations related to Hospitalist workload and patient care;

6. Hospitalist FTEs, including discussion and recommendations on additional FTEs that may be necessary, and vacancies; and,

7. The Committee will also review and consider requests by leaders and/or their designee that may have an effect on Hospitalists' workload.

24.1.2 Composition of Hospital Medicine Resource Committee:

1. The Committee shall be composed of three (3) bargaining unit Hospitalists selected by their peers, and three (3) management members selected by the Employer. There shall be two Co-Chairs, one designated by the bargaining unit Hospitalists and the other designated by the Employer. The Co-Chairs will work together to determine mutually agreeable meeting dates and agenda for the Committee.

2. The Chairs of the Committee may mutually agree to request other subject matter experts/persons to attend the meeting(s) to provide information to the Committee.

3. Members of the OB Hospitalist and/or the Palliative Care Physician Resource Committee may be invited to attend the Hospital Medicine Resource Committee meeting, to collaborate on issues of shared concern. The bargaining-unit clinician Co-Chair of the Hospital Medicine Resource Committee may invite members of other Resource Committees to attend a Hospital Medicine Resource Committee meeting; however, members of other Resource Committees will not be able to vote.

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

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

24.1.4 Quorum and Committee Decision Making

1. A majority of the Committee members constitutes a quorum unless mutually agreed upon by all members of the Committee. There must be a quorum in order to hold a Committee meeting. Actions by the Committee shall be taken by a majority vote. The Committee will have no authority to modify the terms of this Agreement.

2. Recommended action from the Committee will be submitted in writing to the Physician Medical Director III (or designee) for review and assessment. If the Physician Medical Director III (or designee) does not approve the recommended action the Physician Medical Director III (or designee) will meet with the Committee to discuss the reasons for lack of approval which would allow the Committee, if it desires, to adjust its recommendations based on additional information received from the Physician Medical Director III (or designee).

3. If the parties cannot reach a mutually agreed upon action then each party will submit their recommended action to the Physician Medical Director III (or designee). The Chief Medical Officer of the Medical Center and the Chief Medical Officer of the Providence Medical Group – OR will also review the recommendations. The Chief Medical Officer of Providence Medical Group - OR M will make the final decision based on the submitted recommendations and will consider the feedback provided by the Chief Medical Officer of the Medical Center and Physician Medical Director III (or designee).

24.1.5 Committee Time. Hospitalists selected by their peers to serve on the Hospital Medicine Resource Committee shall be compensated in accordance with current Value Based Incentive policies.

24.2 OB Hospitalist Resource Committee

24.2.1 Focus of Committee:

1. Appropriate utilization of OB Hospitalist resources;

2. Problem solving of physician OB Hospitalist workload;

3. Develop workload surge protocol;

4. Create annual staffing framework and conduct a quarterly review of team staffing needs to establish minimum numbers of clinician staff scheduled for each specified shift, recognizing differences in patient acuity and clinician care intensity to help ensure patient safety;

5. Monitor monthly patient acuity, census, changes in patient population, work schedules; to identify trends requiring potential adjustments or considerations related to physician workload and patient care;

6. OB Hospitalist FTEs, including discussion and recommendations on additional FTEs that may be necessary, and vacancies;

7. The Committee will also review and consider requests by leaders and/or their designee that may have an effect on OB Hospitalists' workload.

24.2.2 Composition of OB Hospitalist Resource Committee:

1. The Committee shall be composed of one (1) bargaining unit OB Hospitalist selected by their peers, and one (1) management member selected by the Employer. The Committee members will work together to determine mutually agreeable meeting dates and agenda for the Committee.

2. The Committee may mutually agree to request other subject matter experts/persons to attend the meeting(s) to provide information to the Committee.

3. Members of the Hospital Medicine and/or the Palliative Care Physician Resource Committee may be invited to attend the OB Hospitalist Resource Committee meeting, to collaborate on issues of shared concern. The bargaining-unit OB Hospitalist Physician Co-Chair of the OB Hospitalist Resource Committee may invite members of other Resource Committees to attend an OB Hospitalist Resource Committee meeting; however, members of other Resource Committees will not be able to vote.

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

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

24.2.4 Quorum and Committee Decision Making

1. Both Committee members constitute a quorum, unless otherwise agreed upon by the Committee. There must be a quorum in order to hold a Committee meeting. Actions by the Committee shall be taken by a majority vote. The Committee will have no authority to modify the terms of this Agreement.

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

3. If the parties cannot reach a mutually agreed upon action then each party will submit their recommended action to the Physician Executive (or designee). The Chief Medical

Officer of the Medical Center and the Chief Medical Officer of Providence Medical Group – OR will also review the recommendations. The Chief Medical Officer of Providence Medical Group - OR will make the final decision based on the submitted recommendations and the feedback provided by the Chief Medical Officer of the Medical Center and Physician Executive.

24.2.5 Committee Time. The OB Hospitalist selected by their peers shall be compensated in accordance with current Value Based Incentive policies.

24.3 Palliative Care Resource Committee

24.3.1 Focus of Committee:

1. Appropriate utilization of palliative care physician resources;

2. Problem solving of palliative care physician workload;

3. Monitor monthly patient acuity, census, changes in patient population, work schedules; to identify trends requiring potential adjustments or considerations related to physician workload and patient care; 4. Develop staffing framework and conduct a quarterly review of team staffing needs to establish minimum numbers of clinicians scheduled for each specified shift, recognizing differences in patient acuity and clinician care intensity to help ensure patient safety; 5. Palliative care physician FTEs and vacancies;

6. The Committee will also review and consider requests by leaders and/or their designee that may have an effect on palliative care physicians' workload.

24.3.2 Composition of Committee:

1. The Committee shall be composed of one (1) bargaining unit palliative care physician selected by their peers, and one (1) management member selected by the Employer. The Committee members will work together to determine mutually agreeable meeting dates and agenda for the Committee.

2. The Committee may mutually agree to request other subject matter experts/persons to attend the meeting(s) to provide information to the Committee.

3. Members of the Hospitalist Medicine Resource Committee and/or the OB Hospitalist Resource Committee may be invited to attend the Palliative Care Physician Resource Committee meeting, to collaborate on issues of shared concern. The bargaining-unit Physician Co-Chair of the Palliative Care Physician Resource Committee may invite members of other Resource Committees attend a Resource Committee meeting; however, members of other Resource Committees will not be able to vote.

24.3.3 Meeting Times. The Committee will meet every other month for up to one and 1/2 hours or otherwise as mutually agreed by the Committee members. Starting with the first full

month after ratification, a Committee meeting will be scheduled every month through the end of the calendar year the contract is ratified unless mutually agreed otherwise by the Co-Chairs.

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

24.3.4 Quorum and Committee Decision Making

1. Both Committee members constitute a quorum, unless otherwise agreed upon by the Committee. There must be a quorum in order to hold a Committee meeting. Actions by the Committee shall be taken by a majority vote. The Committee will have no authority to modify the terms of this Agreement.

2. Recommended action from the Committee will be submitted in writing to the Director Palliative Care (or designee) for review and assessment. If the Director (or designee) does not approve the recommended action, the Director (or designee) will meet with the Committee to discuss the reasons for lack of approval which would allow the Committee, if it desires, to adjust its recommendations based on additional information received from the Director (or designee).

3. If the parties cannot reach a mutually agreed upon action then each party will submit their recommended action to the Director (or designee). The Chief Medical Officer of the Medical Center and the Executive Director of Providence Connections Palliative Care Program will also review the recommendations and provide feedback. The Executive Director of Providence Connections will make the final decision based on the submitted recommendations and feedback from the Chief Medical Officer of the Medical Center and the Director of Palliative Care.

24.3.5 Committee Time. The palliative care physician selected by their peers will be expected to use administrative time for time spent attending Committee meetings.

Article 25 - Grievance Procedure

25.1 Grievance Defined. A grievance is defined as an alleged violation of the terms and conditions of this Agreement. If an alleged violation arises, the clinician is encouraged to discuss it with their immediate supervisor in an effort to resolve it, prior to filing a formal grievance.

25.2 Time Limits. The time limits may be extended by mutual written consent of the parties. By mutual agreement, through an agreed upon procedure, the parties may waive steps of the grievance procedure.

25.3 Contents of Grievance and Supplemental Statements. The clinician and/or the Union shall provide a written statement to their Medical Director or immediate direct leader (whichever is applicable) describing the Article of the Contract allegedly violated, why and how violated, and remedy requested. At each subsequent step, the Union shall provide a written statement of unresolved issues and why the resolution/decision at the previous step was not acceptable.

25.4 Grievance Process.

A clinician who believes that the Employer has violated provisions of this Agreement is encouraged to discuss the matter with the clinician's manager before undertaking the following grievance steps. A grievance shall be presented exclusively in accordance with the following procedure:

Step 1: Clinician and Immediate Supervisor/Medical Director

If a clinician has a grievance, the clinician and/or the Union must present the grievance in writing to the clinician's immediate supervisor/Medical Director within fourteen (14) calendar days from the date when the clinician became aware or reasonably should have been aware of the event from which the grievance arose. Upon receipt thereof, the immediate supervisor/Medical Director (or their designee) shall attempt to resolve the problem and shall respond in writing within fourteen (14) calendar days following receipt of the written grievance.

Step 2: Clinician and Chief Human Resources Officer

If the matter is not resolved at Step 1, the Union shall present the written grievance within fourteen (14) calendar days of receiving the Medical Director's decision to the Chief Human Resources Officer. The Chief Human Resources Officer (or designee) and the clinician shall confer in an attempt to resolve the grievance, with a Bargaining Unit Representative and/or Union Representative present. The Chief Human Resources Officer (or designee) shall issue a written reply within fourteen (14) calendar days following receipt of the grievance.

Step 3: Clinician and Senior Physician Leader or Director

If the matter is not resolved at Step 2, the Union shall present the written grievance within fourteen (14) calendar days of receipt of the Step 2 response to the clinician's Senior Physician Leader or Director. 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 Senior Physician Leader or Director, or designee, the clinician and the Bargaining Unit Representative and/or a Union Representative. The Senior Physician Leader or Director 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. 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. 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. 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.

25.5 **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 shall not be considered a step in the grievance procedure. Should the grievance 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.

25.6 **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 respond at a step of the grievance process, the Union has the right to give notice to the Employer that it is moving the grievance to the next step of the grievance process.

25.7 Group/Class Grievance. Any grievance that is filed on behalf of a group or class must identify, by name, at least three (3) employees who have been impacted by the alleged violation of the Agreement. Failure to identify at least three (3) employees who have been impacted by the alleged violation will result in treatment of the grievance as an individual grievance. Group/class grievances will begin at Step 2 of the Grievance Process.

Article 26 - No Strike/No Lockout

It is agreed that during the term of this Agreement, (a) the Employer shall not lock out its clinicians and (b) neither the clinicians 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. The parties agree that a clinician's good faith exercise of independent professional judgment does not constitute a strike/lockout, sympathy strike, picketing, walkout, slowdown, boycott or prohibited interference with the operations of the Employer under this Article.

Any clinician 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 clinician from participating in a picket for another bargaining unit; however, a clinician may not participate in any such picket during their work hours nor may the clinician interfere with patient access and/or care.

Article 27 - Successors

In the event that the Employer sells the entirety or the portion of its business covering clinicians in this bargaining unit, 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.

Article 28 – 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 by a court or board of competent jurisdiction, such invalidation shall apply only to the specific article, section or portion directly specified. Any provisions 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(s).

Article 29 - Duration and Termination

This Agreement shall be effective on February 8, 2025, unless specifically noted otherwise, and shall remain in full force and effect until February 7, 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

APPENDIX A

1. Shift Length and Credit for Hospitalist Clinicians:

Shift	Hours	Shift Credit
Day	12	1.0
Day VSS	8	0.7
Day Swing	8	0.7
Swing	10	1.0
Short Swing	6	0.5
Night	10.5	1.2
Peds Night	10.5	1.2
Peds Swing	10	1.0
Surge Night	6	0.5
NP Day	12	1.0

2. Tiers for Hospitalist Physicians:

Tiers – Continuous Years with Hospitalist Program	**Current Base Salary (Not Including Individual and Group Quality Incentive)**	**Target Production**	**Target Group VBI**	**Individual VBI**	**Total Cash Compensation Opportunity**
<5 Years	$297,879.00	$13,621.00	$16,000	$4000	$331,500
5-9 Years	$302,879.00	$13,621.00	$16,000	$4000	$336,500
10-14 Years	$305,379.00	$13,621.00	$16,000	$4000	$339,000
15-19 Years	$307,879.00	$13,621.00	$16,000	$4000	$341,500
20+ Years	$312,879.00	$13,621.00	$16,000	$4000	$346,500

3. Compensation Tiers for Hospitalist Advanced Practice Clinicians:

Tiers – Years Post-Licensure	**Current Base Hourly Rate (Not Including Individual or Group Quality Incentive)**	**Target Group QI**	**Individual QI**
Licensed <2 Years	$68.91	$9600	$2400
Licensed 2-<5 Years	$74.45	$9600	$2400
Licensed 5 - <8 Years	$75.83	$9600	$2400
Licensed 8- <12 Years	$77.22	$9600	$2400
Licensed 12+ Years	$79.98	$9600	$2400
Licensed 16+ Years	$81.98	$9600	$2400

LETTERS OF AGREEMENT

Letter of Agreement Establishing Hospitalist Surge Subcommittee

The Employer agrees that during the duration of this Agreement, it will maintain status quo rounding targets as set forth in its production modeling from 2024-2025, unless such targets are adjusted pursuant to the Hospital Medicine Resource Committee process. The Employer will ensure that all Hospitalists, including new hires, are informed of those targets.

Further, the parties commit that, within thirty (30) days of the ratification of this Agreement, the Hospital Medicine Resource Committee will form a subcommittee tasked with addressing both proactively and reactively, a process through which Hospitalists can, as individuals, effectively trigger mechanisms to request additional assistance for patient volume surges, including internally (by the Hospitalist program through activation of surge teams and/or back-up procedures), from members of medical staff (e.g., specialists with in-scope primary coverage), and pause(s) in admissions and/or delays to patient transfers in coordination with necessary Medical Center partners (e.g., Patient Logistics Center, Emergency Department, nursing staff and members of Medical Center leadership).

The committee appointed above will, within ninety (90) days of the ratification of this Agreement meet to identify specific deliverables, the steps necessary for achievement of the deliverables, and the timeline for achievement of those deliverables. The Employer will ensure that the committee understands the Hospitalists' desired triggers for pausing admissions and will take those triggers into consideration as the committee identifies deliverables. Members from the Medical Center's leadership, including nursing leadership, and medical staff will be identified to participate in the process. The committee will establish a timeline/deadline for development of the deliverables and in no case, absent circumstances beyond the committee's control or the mutual agreement by all committee members, will such deadline exceed six (6) months following ratification of the Agreement. The protocols developed by this committee will be communicated to the Hospital Medicine Resource Committee, and when agreed upon, will be communicated to all bargaining unit Hospitalist clinicians.

In addition to the above, when there is sustained deviation from established rounding and admissions targets as set forth in Hospitalist backup and Variably Staffed Shift coverage protocols that exceeds 30 days, the Hospital Medicine Resource Committee will assess ongoing staffing resource needs.

- VSS and Additional Rounding Team

If VSS is called in (except for instances when VSS is called in due to Hospitalists' illness or otherwise unanticipated absence; in which case, Hospitalists' current staffing plan and process will apply) for more than seven (7) consecutive days, the Employer commits to using its best efforts to staff an additional rounding team, which for bargaining unit Hospitalists, will be counted towards their shift credit. The Employer has discretion to determine the end date for the additional rounding team.

- Night and Swing Admitting Team Surge Plan

Except for instances when the call-in is due to Hospitalist's illness or otherwise unanticipated absence, if the average number of patients during swing/night hours is 5.5 adult patients/Hospitalist or greater, including hold overs but excluding pediatric, newborn patients, patients admitted by day swing, and/or night surge for 5 consecutive days, the Employer will commit to using its best efforts to staff an additional swing/night surge team, which for bargaining unit Hospitalists will be counted towards their shift credit. The Employer has discretion to determine the end date for the additional admitting team.

- HMRC Review of VSS and Night Surge Events

The Hospital Medicine Resource Committee will review all instances of VSS and night surge activation as part of their regular standing meeting agenda. Further, the Committee will review Hospitalists' staffing plan and process regarding coverage for Hospitalists' illness or other unanticipated absences.

- Job Postings

The Hospital Medicine Resource Committee will review ongoing staffing needs for the Hospitalist program taking into account instances of VSS and night surge activation and may make recommendations regarding adding additional positions.

OB Hospitalists Staffing Letter of Agreement

The Employer recognizes that OB Hospitalists may experience patient volume surges during their shifts which may require additional assistance from another OB Hospitalist or competent clinician.

Within thirty (30) days of the ratification of this Agreement, the Employer's representatives and at least two (2) OB Hospitalists will form a committee to create a process/criteria through which an OB Hospitalist is empowered to:

(1) Alert charge nurse and community clinicians (employed and affiliated clinicians covering labor and delivery) of patient volume surges that potentially compromise quality of care and the need for additional support;

(2) Pause unassigned admissions due to OB Hospitalist availability to cover patient volumes;

(3) "Surge" shifts will be compensated at the extra shift rate and will be a minimum of four (4) hours effective upon contract ratification.

(4) A short notice shift, defined as a request to work due to an emergent situation with less than 48 hours of notice, is paid at the extra shift rate.

(5) The committee will report back on its deliverables to the OB Hospitalist Resource Committee within six (6) months after the date of its first meeting.

(6) In addition, the OB Hospitalists Resource Committee will collaboratively discuss additional FTE needs, including FTE resulting from the Nocturnal Shift Credit change.

(7) The OB Hospitalists participating in this committee shall be compensated in accordance with current Value Based Incentive policies.

Letter of Agreement Relating to Unanticipated Illnesses Impact on Staffing and Time for HMRC to Effectively Review Staffing Needs

The parties recognize that the Hospital Medicine Resource Committee (HMRC) will review ongoing staffing needs for the Hospitalist program, which will include reviewing instances of VSS and night surge activation and may make recommendations on adding additional positions. Staffing for day team and off-hour admitting shift staffing will be monitored and collaboratively determined during monthly meetings of the HMRC.

The Employer recognizes that it may take some time until the HMRC is able to effectively review and determine recommendations on staffing. Therefore, the Employer commits to the following until such time that recommendations can be made by the HMRC:

- If VSS is called more than 25% of the time in a quarter, the Employer will temporarily staff an additional day team until such time that the Employer deems an additional day team is unnecessary.

- If the number of patients admitted by swing/night shift Hospitalists is an average of 5.5 adult patients per Hospitalist, including hold overs, but excluding pediatric, newborn, and day swing admissions and/or night surge occurs more than 25% of the time in a quarter, the Employer will use its best efforts to temporarily staff an additional swing or night team until such time that the Employer deems an additional swing or night team is unnecessary.

- The above commitments will be reviewed and revised if there are changes in staffing operations.

The Employer further recognizes the impacts of unanticipated illnesses/absences on Hospitalists' admission and rounding capacities. The Employer has already augmented staffing levels for 2025 to account for such absences and its impacts on 2025 VSS call-in frequency. Specifically, the Employer has, beginning in 2025, staffed 1-1.7 additional day teams and is piloting 1 additional night team during Q1 2025 to assess effects on VSS and surge backup call-in. The HMRC will review unanticipated absences and propose recommendations for further staffing strategies, as needed.

Letter of Agreement Regarding Hospitalists' Volume Concerns

The Employer will ensure that the surge subcommittee appointed understands the Hospitalists' desired triggers for pausing admissions and will take those triggers into consideration as the subcommittee identifies deliverables. The HMRC will review these deliverables for implementation within 30 days.

For at least 180 days after ratification of this LOA, the Employer will staff an additional temporary day swing team with .7 shift credit (8 hours shift length); this shift may be called off on a day-to-day basis in the event the census is in the green zone on the basis of scheduled teams only, not including VSS. The Employer will not pay back-up pay to this team nor will this team be exempt from RVU expectations.

For at least 270 days after ratification of this LOA, the Employer will continue to staff the previously referenced additional Night team to reduce cross cover burden and surge situations while the surge committee's solutions are being developed and considered for implementation.

Letter of Agreement Regarding Ratification Bonus

On the regular pay date for the first full payroll period following ratification, the Employer will pay to bargaining unit members a bonus of $5000.00 (prorated by FTE), provided that the clinician was employed on the date of ratification and is employed on the date of payment of the bonus by the Employer.

Letter of Agreement Regarding EIB Accrual Rate Equity for OB Hospitalists

No later than the first full payroll period in January 2025, the Employer will provide Extended Illness Benefit (EIB) for regular full-time and part-time OB Hospitalists at the following rate: 4.6 hours per pay period (prorated by FTE). EIB may continue to be used by OB Hospitalists in accordance with the Employer's policy. Pursuant to that policy, OB Hospitalists may accrue up to a maximum of 1040 hours.

Letter of Agreement Regarding Subcontracting

During the life of this Agreement, the Employer affirms that it will not subcontract out this bargaining unit's work, except for emergent/exceptional circumstances, e.g., unanticipated staffing challenges that interfere with the Employer's ability to provide patient care. This side letter will expire on February 7, 2027.

Letter of Agreement Regarding Equipment and Technology

~~Within ninety (90) days of ratification of this Agreement, the~~ parties agree to create a special committee to discuss solutions relating to equipment and technology problems, including, but not limited to, lack of access to work smartphones or other devices (such as tablets) that facilitate clinicians' use of applications necessary for patient care. The committee will be composed of one (1) Hospitalist, one (1) OB Hospitalist, and one (1) Palliative Care Physician, along with two (2) members appointed by the Employer. The committee will consult with the Chief Medical Officer ("CMO") of Providence St. Vincent's Medical Center about available options at the Medical Center. The committee shall also develop a recommended process to fast-track clinicians' request(s) for purchase and/or repair of devices necessary to perform their job responsibilities.

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

Northwest Medicine United:

DocuSigned by:
Lena Hillenburg
AE8C4B4F99E745B...
Lena Hillenburg

Signed by:
Chandra Shekhar Ojha
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Chandra Shekhar Ojha

Signed by:
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Robert Fojtasek

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