

## FINAL TENTATIVE AGREEMENT

Between

Providence Medford Medical Center and Southern Oregon Providers Association  
(PNWHMA AFT Local 6552)

### PARTIES TO AGREEMENT

Parties: This agreement is made between Providence Medford Medical Center (“Employer”) and the American Federation of Teachers Local 6552, the Pacific Northwest Medicine Association, AFL-CIO (the “Union”).

### RECOGNITION AND BARGAINING

- 2.1 Recognition and Bargaining Unit. Providence Medford Medical Center (“Employer” or “Medical Center”) recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time Physicians, Advanced Practice Registered Nurses and Physician Associates employed by the Employer at its Emergency Department at its acute care hospital located in Medford, OR. This unit excludes all other professional employees, registered nurses, 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.
- 2.2 Medical Director. The parties recognize that the ED Medical Director also holds an FTE as an Emergency Department provider providing direct patient care. The clinical portion of the FTE connected to this position shall be considered part of the bargaining unit.

### UNION MEMBERSHIP AND REPRESENTATION

#### 3.1 Membership.

3.1.1 Membership. By the 31<sup>st</sup> day following initial ratification of this Agreement, or the 31<sup>st</sup> day of employment for providers hired after such ratification, each

provider must become and remain a member in good standing of the Union or make payment in lieu of dues to the Union for the duration of their employment in the bargaining unit.

3.1.2 Dues Deduction and Indemnification. For Providers who decide to become members of the Union and for any bargaining unit members who are required to make payment in lieu of dues, the Employer shall deduct uniformly required dues/payment in-lieu of dues from the pay of those employees covered by this Agreement who are members of the Union and who voluntarily execute and have not revoked a wage assignment Authorization Form. When filed with Employer, the Authorization Form will be honored in accordance with its terms until such time as the Provider withdraws authorization. Such dues or representation fee shall be transmitted to the Pacific Northwest Hospital Medicine Association, or their agent. The Employer will send an electronic dues report monthly to the Union which will include the employee's name, employee ID number, FTE and the amount deducted. Upon issuance and transmission of a check to the Union or their designated agent, the Employer's responsibility shall cease with respect to such deductions. The Union and each employee authorizing the payroll deduction for the payment of union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from the wages of such employee. The Employer shall be obligated to honor only an authorization to deduct the specific dollar amount specified, in writing by the employee. The Employer shall have no obligation or responsibility for calculating, computing, or verifying the amount of dues to be deducted.

3.1.3 Remedy for non-payment. If a Provider is not in compliance with the provisions in this section, the Union will notify the Provider in writing that he/she is delinquent in the satisfaction of his/her obligations and will provide a copy of the notice to the designee of the Employer. The Union will allow the Provider a reasonable period of time of not less than twenty (20) days to cure the delinquency. If the Provider fails to cure within the allotted time, then the Union may contact the designee of the Employer for the purpose of proceeding with termination of employment. The Medical Center shall terminate the employment of the provider no later than fourteen (14) days after receiving the written notice from the Union. Should a termination occur, a duly authorized representative of the Union will be present for the termination proceeding.

3.1.4 Religious exemption. A Provider who is subject to the membership or payment requirements of this Article, but who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially

supporting labor organizations, shall not be required to become a member, continue membership in or to financially support of the Union; except that such Provider shall contribute an amount equivalent to the Union dues to a nonreligious, tax-exempt charitable fund of his/her choice for the duration of the membership or payment requirements had they been applicable. Proof of contribution shall be supplied by the member to the Union in a timely fashion.

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

3.2 Rosters. Employer will provide the Union electronically with a quarterly list of Providers showing name, address, telephone number, and FTE. The Union shall provide a list of local officers, committee members and authorized representatives upon ratification of the Agreement and on an annual basis and notify the Employer of any change(s) within thirty (30) days of the change(s).

3.3 Access to Premises. Non-employee representatives of the Union shall be allowed to enter Medical Center premises for pre-scheduled meetings with management (e.g., grievance meetings) In addition, one authorized union representative may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employee lounges, departments, units, work areas or other patient care areas unless advance approval has been obtained from Human Resources. Access will not be unreasonably denied. This limited right of access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not 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 Medical Center.

3.4 Meeting Rooms. Subject to the Medical Center's guidelines of use of meeting/conference room space, the Union shall be permitted to use designated premises of the Employer for meetings of the bargaining unit, provided sufficient advance request for meeting facilities is made to the designated administrator and space is available.

3.5 Bulletin Boards. Employer shall provide to the Union bulletin board space in the Providers' office for posting of notices of the Union, Union recreational and social affairs, appointments, newsletters, and elections. The Employer reserves the right to request the removal any discriminatory notices or information with profane or slanderous contents. The Medical Center, through its Human Resources Manager or designee reserves the right to object to posting of materials that falls outside the postings permitted in this Article. Should the Human Resources Manager object to the material

posted by the Union, the Union agree to remove the posting until the dispute is resolved. The parties shall meet to resolve any such disputes within five (5) business days.

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

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

### MANAGEMENT RIGHTS

Except as may be limited by an express provision of this Agreement, and applicable federal law, all rights to manage the facilities and direct providers are vested exclusively in the Medical Center. This Article is to be interpreted broadly and is intended as a clear and unmistakable waiver of the subject matters identified. The management rights as to which the Medical Center may so act include, but are not limited to:

- determining its services, methods for delivering services and operations;
- the location where services are provided;
- the right to discontinue or transfer processes, services or operations;
- to sell or lease the business free of the liabilities of this Agreement;
- to introduce new or different methods, processes, procedures, technological changes, equipment or facilities;
- to automate job functions or duties, and/or to determine, or redetermine, the methods, processes, equipment, and materials to be employed;
- to subcontract work in accordance with the relevant provisions of this Agreement;
- to hire or contract for temporary employees to perform work,

- to establish or continue policies, practices, or procedures except those that conflict with the provisions set forth in this Agreement;
- to establish, modify and enforce reasonable rules and regulations on any matter whatsoever, including, but not limited to, employee conduct, discipline, and safety policies and procedures, as well as work activities, and to amend and revise current policies, rules and regulations except those that conflict with the provisions set forth in this Agreement without first having to bargain with the Union to impasse or agreement;
- to select and to determine the number and types of employees required;
- to determine or redetermine the number and kinds of classifications required subject to the provisions set forth in this Agreement, including appropriate notice to the Union;
- to assign work covered by this Agreement in accordance with the requirements determined by management;
- to establish and change work schedules, shifts, duties and assignments subject to the provisions set forth in this Agreement;
- to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty;
- to establish wage rates for new or changed classifications or positions following appropriate notice to the Union;
- to establish work or performance standards;
- to shut down for any reason necessary; to suspend, discharge, or otherwise discipline employees for nondiscriminatory, legitimate reasons subject to the provisions set forth in this Agreement;
- to fix standards of quality and quantity for work to be done; to determine job content;

## COMPENSATION

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

### x.2 Salaries for Bargaining Unit Providers.

x.2.1 Fair Market Value and Commercial Reasonableness. The compensation for bargaining unit ED providers must, in the sole judgment of the Medical Center, be deemed consistent with fair market value and commercial reasonableness. Upon request from the Union, the Medical Center will provide information regarding fair market value benchmarks for ED providers.

No provider shall be required to work beyond their FTE except on a voluntary basis or as provided by the provisions of this agreement.

### x.2.2 ED Physician Compensation.

a. Annual Adjustments to ED Physicians' Hourly Rate. The Medical Center reserves the right to, on an annual basis, adjust physicians' Hourly Rate pursuant to its review and analysis of market benchmark surveys typically used by the Medical Center. Such review shall take place no later than June of each year, except that for year one of the contract, the adjustment will occur two (2) full payroll periods following ratification of this Agreement. If such adjustment is deemed necessary by the Medical Center, it will take effect the first full payroll period of April in the year the adjustment occurs. In no case will the Medical Center reduce physicians' Hourly Rate without sixty (60) days advance notice to the Union. In such circumstances, at the Union's request, the Medical Center will produce market data information demonstrating that ED physicians' current Hourly Rate is not consistent with fair market value and commercial reasonableness.

b. Adjustment to Hourly Rate for ED Physicians for 2025. The Medical Center recognizes that ED Physicians have not received an increase to their hourly rates for multiple years. Effective two full payroll periods following ratification, the

Medical Center will increase ED Physicians' Hourly Rate to \$245.00. Any increase deemed appropriate by the Medical Center shall take place effective two (2) full payroll periods following the date of ratification of this Agreement. This Article assumes that this Agreement will be ratified during 2024. In the event that this Agreement is not ratified until after 2024, the aforementioned minimum guaranteed increase (or at the discretion of the Medical Center, a larger increase) will be applied at that time (effective two full pay periods following ratification).

c. Adjustment to Hourly Rate for ED Physicians effective April 1 for 2026. The Medical Center commits to reviewing fair market value data for ED Physicians on an annual basis. Provided that it can be supported by the Medical Center's review of fair market value data and does not exceed the 75% using the Medical Center's market benchmark methodology, the Medical Center will approve a minimum 3.0% increase to ED physicians' hourly rate for April 1, 2026.

d. Value Based Incentive Compensation. Physicians will be eligible for Value Based Incentive Compensation up to \$20,000 (pro-rated based on a full-time clinical FTE (defined as 1560 scheduled work hours) and partial-year status) on an annual basis if physicians satisfy certain criteria established by the Medical Center, which will be based on industry and professional standards for quality incentives. The Medical Center will discuss any proposed changes to annual VBI criteria with the ED Provider Resource Committee to obtain input from ED Provider Representatives who will make suggestions about at least two of the annual criteria, which will be based on industry and professional standards for quality incentives. The Medical Center, 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 an annual 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.

e. Night Shift Differential. Effective two full pay periods following ratification, physicians who work a night shift as designated by the Medical Center will receive an additional twenty (20%) percent shift differential. The Medical Center reserves the right to increase physicians' night shift differential during the life of this Agreement. In the event the Medical Center

decides to increase physician's night shift differential, the Medical Center will provide thirty (30) days advance notice to the Union, and upon request, meet to discuss the increase.

f. Critical Need Extra and Holiday Shift Differential. Effective two full pay periods following ratification, ED physicians will receive \$600.00 fifteen (15%)thirteen (13%) when they work a critical need extra shift, which are designated by the Medical Center, provided h that they were not originally scheduled for the shift and they work their regular FTE in the month that the critical need shift takes place.

.g. Flex Shift. Effective two full pay periods following ratification, ED physicians will receive a ten (10%) percent shift differential for all hours worked when an ED physician works a Flex Shift, as defined by the Medical Center. Additionally, for the physician covering the extended overnight shift (9 p.m. – 7 a.m.), all hours of their shift will be paid at base rate plus the night differential. Flex shifts will not be implemented unless the critical need extra shift has not been filled.

x.2.3 For APRNs/PAs: For purposes of compensation, 1.0 FTE shall equal 1872 annual hours worked. The hourly rate of pay for APRNs/PAs shall be tiered as follows:

<b>Tiers – Years Post- Licensure</b>	<b>Current Base Hourly Rate</b>	<b>Quality Bonus</b>
Licensed <2 Years	\$68.91	\$12,000
Licensed 2-<5 Years	\$74.45	\$12,000
Licensed 5 - <8 Years	\$75.83	\$12,000



Licensed 8- <12 Years	\$77.22	\$12,000
Licensed 12+ Years	\$79.98	\$12,000
Licensed 16+ Years	\$81.98	\$12,000

This rate shall go into effect the first full pay period following ratification.

Required hours of work shall be pro-rated for FTE below 1.0 as defined by this agreement.

a. Annual Adjustment to Base Salary. The Medical Center reserves the right to, on an annual basis beginning in 2026, adjust ED Nurse Practitioners and Physician Assistants' Base Salary and Quality Bonus pursuant to its review and analysis of market benchmark surveys typically used by the Medical Center. Such review shall take place no later than April of each year. If such adjustment is deemed necessary by the Medical Center, it will take effect the first full payroll period of July in the year the adjustment occurs. In no case will the Medical Center reduce ED Nurse Practitioners' and Physician Assistants' salary without sixty (60) days advance notice to the Union. In such circumstances, at the Union's request, the Medical Center will produce market data information demonstrating that ED providers' current rate is not consistent with fair market value and commercial reasonableness.

b. Adjustment to Hourly Rate for NPs and PAs effective April 1, 2026. The Medical Center commits to reviewing fair market value data for ED NPs and PAs on an annual basis. Provided that it can be supported by the Medical Center's review of fair market value data, the Medical Center will effective April 1, 2026, approve a minimum 3.0% increase to ED NP and PAs.

c. Determinations On Quality Bonus. The Medical Center, in its sole discretion, shall determine ED Nurse Practitioners and Physician Associates performance and satisfaction of quality bonus criteria; any such determination is final and not subject to the grievance and arbitration process set forth in this Agreement. The Medical Center will discuss any proposed changes to annual Quality Bonus criteria with the ED Provider Resource Committee to obtain input from ED Provider Representatives. ED Nurse Practitioners and Physician Assistants' quality bonuses will be evaluated and paid out on an annual basis, no later than 90 days after the data relating to such bonuses has become available. To be eligible for the quality bonus, ED Nurse Practitioners and Physician Assistants must be employed on the date the payment is scheduled to occur. ED providers who resign or are terminated before the date of payment will not be eligible. A full-time FTE for purposes of this Quality Bonus is defined as a 1.0 (1872 hours) FTE.

d. Evening and Night Shift Differential. Effective two full pay periods following ratification, ED Nurse Practitioners and Physician who work evening shift hours (as defined by the Medical Center) will receive a seven (7%) evening shift differential. Effective two full pay periods following ratification, ED Nurse Practitioners and Physician Assistants who work the night/nocturnal shift (as defined by the Medical Center, will receive an eighteen (18%) percent shift differential.

e. Critical Need Extra Differential. Effective two full pay periods following ratification, ED Nurse Practitioners and Physician Assistants will receive a twenty (20%) percent shift differential when they work a critical need extra shift, which are designated by the Medical Center, provided that the shift is one they were not originally scheduled for and they have work their regular FTE in the month the Critical Need shift takes place.

**x.3 Administrative and Committee Time.** ED providers will receive their regular rate for administrative and committee time. The parties will via the ED Provider Resource Committee, work to define what administrative and committee time is compensable. Union-related work and meetings will not be considered administrative and/or committee time.

## BENEFIT PLANS

**x.1    Health Benefits.** The Medical Center will provide comprehensive health benefits to bargaining unit providers. Effective beginning the date of hire or from the effective date the provider moves to a position that is benefits-eligible, full-time and part-time providers with a .5 FTE and above will participate in the health benefits plan provided by the Medical Center on the same basis as offered to non-represented caregivers of the Medical Center. Participation in the health benefits programs provided by the Medical Center shall be subject to specific eligibility requirements and plan documents, which may be amended from time to time.

**x.1.1**    The Medical Center will pay the premium cost of the medical benefits selected by each participating provider for Providence Health Insurance coverages offered under x.1 above up to the amount provided to a majority of the Medical Center's other employees, based on category of coverage and full-time or part-time status, except that providers will be subject to the same higher income surcharge applicable to other higher income earning caregivers employed by the Medical Center.

**x.2    Other Benefits.** Providers shall be offered the same benefit options as offered to non-represented caregivers of the Medical Center. Some of these benefits are provided at no cost to the provider, while other benefits are optional/voluntary and providers share in the costs. The benefit programs currently include:

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

**x.3    Retirement Benefits.** The Medical Center will provide a retirement plan (which currently includes a 401(k) and 457(b) plan) for all eligible providers. Retirement

benefits and eligibility requirements for participation will be defined by the Medical Center's plan(s) and providers will receive the same benefits and have the same eligibility applicable to the majority of Medical Center employees. The Medical Center may from time to time amend the terms of the plans; coverage will correspond with the terms of coverage applicable to the majority of Medical Center employees.

## PROVIDER PROFESSIONAL RELATIONSHIP

**X.1 Provider's Provision of Patient Services.** Providers covered under this Agreement shall provide professional services in conformity with the ethical and professional standards of the Physician's 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 provider'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, providers shall provide healthcare services to patients within the scope of their licensure and privileges in accordance with applicable agreements between the Medical Center and entities with which the Medical Center contracts; and shall directly supervise the rendering of services by others as appropriate.

**X.2 Independent Exercise of Medical Judgment.** The employment relationship between the Employer and providers shall not affect the independent exercise of providers' professional judgment in the practice of medicine so long as that judgement 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.

**X.3 Exclusive Efforts.** Providers may engage in the practice of medicine and provide professional services outside their work as an employee of the Medical Center, except that such practice/services cannot interfere with their practice of medicine as an employee of the Medical Center and must adhere to applicable Medical Center policies. The policy currently requires that the provider receive advance written approval from the Associate Medical Director.

**X.4 Insurance Coverage.** During the term of providers' employment, and subject to any applicable laws or regulations and also subject to providers maintaining insurability status in accordance with applicable underwriting guidelines and requirements for

insurability, as amended from time to time, the Medical Center shall provide medical malpractice liability coverage for providers, through the Providence Health & Services self-insurance program, for all activities and services provided by providers within the course and scope of duties required as an employee. Following termination/cessation of a provider's employment, the Medical Center 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 provider's employment without regard to whether the provider is still employed at the Medical Center at the time the claim is made.

**X.5 Research, Publication, and Inventions Assignment.** The Medical Center may conduct a program of research and develop materials for publication related to its endeavors and activities in which providers participate. In the event that providers engage in research, publication and/or inventions within the scope of their employment at the Medical Center and/or use any Medical Center resource, providers understand and agree that any such research, publication or invention will be the exclusive property of the Medical Center, unless otherwise specifically agreed in writing by the provider and the Medical Center.

**X.6 Support Personnel.** The Medical Center shall use its best efforts to provide sufficient support and staffing for providers' professional medical services. Providers 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 Medical Center's human resource policies and procedures. Disputes regarding whether the Medical Center has provided sufficient support and staffing shall not be subject to the grievance process in this Agreement. If providers believe that there has been consistent failure by the Medical Center to provide sufficient support and staffing as provided for in this provision, the providers may request discussion of their concerns at the Emergency Medicine Resource Committee. The Committee will seek to identify appropriate remedies.

**X.7 Equipment and Supplies.** The Medical Center shall use its best efforts to make available office space, furniture, fixtures, and equipment as well as inventory, supplies, and such other materials and services as are necessary for providers to provide medical services, all of which shall be used by providers solely for that purpose. Providers and the Medical Center shall consult periodically regarding equipment and supply needs. Providers shall not have the authority to incur expenses on behalf of the Medical Center except as authorized by the Medical Center or its policies. Disputes regarding whether the Medical Center has provided sufficient equipment and supplies shall not be subject to the grievance process in this Agreement. If providers believe that there has been a consistent failure by the Medical Center to provide sufficient equipment and supplies as

provided for in this provision, the providers may request discussion of their concerns at the Emergency Medicine Resource Committee. The Committee will seek to identify appropriate remedies.

**X.8 Fees and Charges.** All fees and charges relating to providers' practice at the Medical Center and/or services related to providers' medical expertise and within the scope of providers' employment at the Medical Center, 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 Medical Center, unless otherwise agreed to in writing and in advance by the Medical Center. The parties agree that fees and honoraria that have been reviewed for legal compliance and for which there is no finding of a conflict of interest shall be considered the property of the provider. Nothing in this Section is intended to require providers to remit payment to the Medical Center for approved moonlighting work for another employer.

**X.9 Assignment and Collections.** Providers shall cooperate with the Medical Center as necessary for billing and collection efforts and will complete, as appropriate, statements for patient services rendered by providers. Providers assign to the Medical Center all of providers' professional charges and grants authority to the Medical Center to collect and to enforce payment.

**X.10 Continuing Medical Education (CME).** Providers will complete CME as required by their specialty board (if applicable), State regulating board, and/or stipulated by the appropriate Chief Medical Officer (or designee). CME leave time, and eligibility for reimbursement will be determined by the Medical Center's applicable policies (CME & Dues, Travel Policy, Accounting Policy), which may be amended from time to time in the sole discretion of the Medical Center.

**X.10.1 Physician CME Allocation.** Regular full-time and part-time physicians are eligible for Five Thousand Five Hundred Dollars (\$5500) per year (pro-rated for partial year and partial status). To be eligible for the full CME benefit, physicians must work at least twenty-two (22) hours per week. Any unused amount may not be carried over to the following year. The Medical Center reserves the right to change the CME allocation. In the event that the Medical Center decides to increase the CME allocation, the Medical Center will provide fourteen (14) days notice to the Union and upon request, meet to discuss its decision.

**X.10.2 Nurse Practitioner and Physician Assistant CME Allocation.** Regular full-time and/or part-time Nurse Practitioners and Physician Assistants are eligible for Four Thousand Seven Hundred and Fifty Dollars (\$4750.00) per year (pro-rated for partial year and partial status). Currently, a full-time Nurse Practitioner and/or Physician Assistant works 36 hours per week and would be eligible for the full CME benefit. Any unused amount may not be carried over to the following year. The Medical Center

reserves the right to change the CME allocation. In the event that the Medical Center decides to increase the CME allocation, the Medical Center will provide fourteen (14) days notice to the Union and upon request, meet to discuss its decision.

**X.11 Licensing Fees.** Providers must maintain any required licensure or certifications (as approved by the CMO or designee) necessary to provide medical services to patients of the Medical Center. Providers working a .5 FTE or higher are eligible to receive reimbursement for the following: (1) Oregon State Professional License Fees; (2) DEA License Fees; (3) Board Certification Examination Fees; (4) Hospital Medical Staff Dues, and; (5) all required certifications, as applicable, including but not limited to ACLS, ATLS, and NRP. Providers are not expected to use CME funds for the aforementioned licensing fees/dues.

## EMPLOYMENT PROVISIONS

**8.1 Probationary Period.** A provider employed by the Medical Center 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 Medical Center may extend the provider's probationary period up to an additional six (6) months by written notice to the provider.

**8.2 Discipline.** The Medical Center shall have the right to discipline, suspend or terminate providers for just cause. The Union may file a grievance on behalf of the provider if they believe this Article has been violated,

8.2.3 The Medical Center expressly reserves the right to discharge any provider deemed to be incapable or incompetent. The Medical Center shall be the sole judge of the provider's capability and competence; provided, however, that such judgment shall be exercised in good faith and based upon established job criteria. Further, the Medical Center shall have the right, following a proper investigation, to immediately terminate providers for the following reasons without requiring other proof of "just cause" under this Article if:

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

(b) the provider fails to immediately inform the Medical Center about the suspension, revocation, termination, restriction, or expiration of the provider's federal DEA number,

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

(c) the provider fails to immediately inform the Medical Center about the initiation of a disciplinary proceeding/inquiry before the Medical Board for the state of Oregon or a similar body;

(d) the provider fails to immediately inform the Medical Center about any investigation, sanction or similar action by a peer review organization;

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

(f) the provider fails to immediately inform the Medical Center about any criminal investigation, including but not limited to any arrest, criminal charge or indictment of the provider;

(g) the provider fails to immediately inform the Medical Center about any action with respect to, or impediment of, provider which may negatively affect the status of provider's license, permits, or privileges;

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

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

(j) the provider is convicted of 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 Medical Center as reasonably determined by the Medical Center; however, nothing in this provision prevents the Medical Center from taking appropriate employment action if a provider is unable to work for a reasonable period of time (e.g. a time period that exceeds 60 days, of which will be treated as an unpaid personal leave of absence) due to a criminal charge which has not yet adjudicated. If the provider is separated from employment under this provision and subsequently their criminal charge is resolved with no conviction, the Medical Center will return the provider to work at their request, if there are open, available positions. The provider shall return with no loss of unit seniority. In addition, the provider will be credited for seniority hours, for up to one (1) year, they would have otherwise accrued at their prior FTE had they been working during the time of the separation. If the provider returns within one year following their separation, the provider's original date of hire will be used for time-off accrual, and retirement service credit.



(l) the provider's medical staff privileges (if applicable) at a Providence facility or privileges at any other hospital are suspended, restricted, or revoked for a period longer than thirty (30) days or the provider is unable to obtain medical staff privileges at Medical Center-affiliated Providence facilities or privileges at any other hospital.

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

(n) the provider willfully, repeatedly, or flagrantly fails to fulfill the provider'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 provider'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*;

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

(p) the provider fails to immediately inform the Medical Center about a medical malpractice claim or action against the provider.

8.3 Reduction in Force. In the event of a reduction in force, the Medical Center may terminate a provider's employment without cause upon one hundred and twenty (120) days' prior written notice. Such notice will include a minimum of sixty (60) days of paid administrative leave which is intended to serve as severance for the provider. At the Medical Center's option, the provider may be placed on paid administrative leave for an additional period of time up to the length of the entire one hundred and twenty (120) day notice period.

8.4 No Cause Termination (non Reduction in Force) by Medical Center. The Medical Center may terminate a providers' employment without cause upon one hundred and twenty (120) day's prior written notice. At the Medical Center's options, the provider may be placed on paid administrative leave during any part of the 120-day notice period. Nothing in this provision prevents the Medical Center and the provider on mutually agreeing to a "no cause" separation under appropriate circumstances, e.g. declining performance and/or behavioral concerns as noted by Medical Executive Committee. Should this situation occur, the provider will not be entitled to 120-days' notice.

8.5 Resignation of Employment. Provider shall give at least one hundred and twenty (120) days' notice of resignation however the Provider and Employer may negotiate a

different notice period by mutual agreement. The Medical Center reserves the right to rescind any approvals for time-off previously given to the provider during the last thirty (30) days of their notice period and has the right to deny requests for time off during this one hundred and twenty (120) notice period. Failure to give 120-day notice by the provider may, at the Medical Center's discretion, make the provider ineligible for rehire. Further the Medical Center reserves the right to place a provider on paid administrative leave at any point during the 120 -day period. The Medical Center shall give consideration to situations that would make the lack of notice by a provider excusable.

8.6 Inability to Perform Essential Functions. If a provider is unable to perform the essential functions of their job, as reasonably determined by the Medical Center, the provider does not qualify for leave under the Medical Center's benefit policies, and there are no reasonable accommodations e.g. additional leave of absence for a reasonable length of time, which would enable the provider to perform the essential functions of their job the parties recognize that the Medical Center may separate the provider. In such circumstances, the Medical Center will, upon request of the provider, meet with the provider and the Union to discuss the terms of the provider's separation. A separation under these conditions shall not be considered a disciplinary action.

8.7 Performance Improvement Plans and Progressive Discipline. The Medical Center, at its discretion, has the right to place a provider on a performance improvement plan for unsatisfactory performance. Any such performance improvement plan will constitute progressive discipline under the just cause standard agreed upon by the parties in this Article. Further at its discretion, the Medical Center may issue to a provider a written warning, Memorandum of Expectations, or other form of corrective action, all of which will continue progressive discipline under the just cause standard agreed upon by the parties. The Medical Center is not obligated to issue all of the above types of corrective action before making a decision to terminate the provider. Both parties recognize that the severity of the misconduct will dictate what progressive discipline is appropriate. The Provider shall receive a copy of any written disciplinary action.

8.8 Consideration of Past Discipline/Corrective Action. After four (4) years, if the provider has not been subject to additional corrective and/or disciplinary action, the provider may submit a written request to the Human Resources Business Partner (or designee) seeking that the discipline not be considered for future disciplinary action by the Medical Center. The Human Resources Business Partner (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 provider had notice of the rule, policy and/or expectation at issue in the corrective and/or disciplinary action. The provider shall receive a response to their request within 60 days of submitting it to the Human Resources Business Partner (or designee).

8.9 Personnel Files. A provider may review the contents of their personnel file upon request.

8.10 Medical Staff Processes and Discipline. The parties recognize that peer review processes and recommendations made by Medical Staff are entirely separate from providers' 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 provider 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.

8.11 Unit Seniority. Union seniority shall mean a Provider's length of employment in the bargaining unit. The Bargaining Unit was certified May 3, 2023. If two Providers have the same union seniority date, the following tie-break will be used to determine seniority order:

- Hire Date at Providence Medford Medical Center
- If the Hire Date is the same, seniority will be determined by coin toss or other similar process agreed upon by the Union and the Medical Center.

8.12 Lay-Off. A lay-off is defined as a mandatory reduction in the number of bargaining unit providers employed by the Medical Center. For purposes of lay-off, Physicians shall be considered a single seniority list. Advanced Practice Nurses and Physician Associates shall be considered a single seniority list.

8.13 Order of Lay-Off. Union seniority will control in the lay-off order.

8.14 Reduction of FTE. If the Employer anticipates the need to reduce staff and/or FTEs, the Employer will give the Association advanced notice of at least sixty (60) days prior to the implementation date. The Employer will inform the Association of the total FTEs by classification and operations schedules needed for anticipated future state at the time of the notification. The Association may propose alternate ways to structure/allocate FTEs within the anticipated future state, but the Employer is not obligated to accept them. The Employer and Association will meet to discuss alternatives within 21 days of the notification, provided the final decision as to structure and allocation will remain with the Employer.

If a reduction in force is still necessary following this selection process, the 60 day notice period will be counted towards the 120-day notice for reductions in force, and the impacted provider will receive at least sixty (60) days paid administrative leave during this notice period. If a provider is offered a new position with a different FTE

but chooses not to accept it, the provider will not be eligible to receive sixty (60) days paid administrative leave unless the new position negatively impacts the provider's benefits eligibility status (e.g., results in a loss of eligibility for benefits or a change from full-time to part-time benefits status); however, the provider with a more than or equal to .10 FTE change without negative impact to benefits will be permitted to continue working at their prior FTE until the notice period has concluded.

#### 8.15 Scheduling Time Off.

8.15.1 All time off shall be documented in the Emergency Department's online scheduling application or other designated timekeeping system, and submitted to the Chief Medical Officer (or designee.) Mid-levels' requests are made before physicians' requests.

8.15.2 Requests for time off that exceed fourteen (14) consecutive calendar days must be specifically approved by the Chief Medical Officer (or designee) and submitted no less than sixty (60) days prior to the posting of schedule.

8.15.3 Time off requests of less than fourteen (14) consecutive calendar days should be made as far in advance as possible before a schedule is posted. If a time off request is made after a schedule has been posted, the provider is responsible for finding coverage for the time off to be taken by working collaboratively with their bargaining unit colleagues.

8.15.4 Conflicting requests for time off that cannot be mutually worked out between the individual providers, shall be resolved by the Chief Medical Officer (or designee.) Preference shall be given to those providers who were unable to take the desired time off in the previous year due to competing requests. Competing requests that cannot be resolved in this manner shall be settled by a coin toss.

8.15.5 Holiday Schedules. Providers shall be scheduled to work holidays per the holiday block scheduling process currently used by the department. This entails providers being designated as Group A and Group B with alternating holiday coverage responsibilities. Providers may swap their designated holiday with another provider within the same job classification by mutual agreement

8.16 Lockers. Lockers will be provided by the Employer in a location in or near the Providers' office. Each Provider shall be provided their own locker.

8.17 Laundry. Laundry services for those Providers who use scrubs and lab coats shall be provided by the Employer, at the Employer's discretion Any change in these services shall be noticed to the Association thirty (30) days prior to implementation.

8.18 Shifts. The Medical Center reserves the right to determine shift start and stop times. A provider's schedule shall not be changed once the schedule has been published except on a voluntary basis or as otherwise agreed to in this agreement. The Employer shall maintain its current practice of shift start and ending times. In the event the Employer determines that shift times need to be permanently altered, it shall provide 90 days' notice to the Union of its proposed changes and bargain to agreement over any proposed changes. The changes shall go into effect on the next posted schedule that occurs after notice unless otherwise agreed, such discussions will be concluded within thirty (30) days following the issuance of the notice.

8.19 Temporary Changes to Shift Start/Stop Times. The Medical Center may temporarily adjust shift start and end times to address changes in patient volumes, absences due to illness or leave of absence, or other similar circumstances that may require an ED provider to begin their shift early or stay after their scheduled shift end time. Start and stop times, including Flex Shifts, may be adjusted by no more than two hours, except in exigent circumstances by mutual agreement of both parties. The Medical Center shall endeavor to give the affected providers reasonable notice of temporary changes to shift start and/or stop times and will, when possible, provide 48-hour notice of the change. The Medical Center shall first seek volunteers to work the shift time before requiring a Provider to work the modified shift. Should the Medical Center anticipate the need to continue the adjusted start/stop time beyond a two-week period, they shall be obliged to notify the Association which may request to meet and bargain over the change.

8.20 Physicians' Flex Shifts In the event of that Physicians are asked to Flex their shift, scheduled physicians will typically work the following shifts:

- 2300 – 0700 – Overnight physician
- 0700 – 1700
- 1100 – 2100
- 1600 – 0200
- 2100 – 0600

8.21 Early Departure/Late Arrival. If departmental conditions allow because of low census and the availability of other providers and in collaboration with the charge nurse, a provider may be offered the option to start later or end earlier by no more than sixty (60) minutes without the provider being required to use time off. The provider who is leaving early and/or arriving late must document the fact for the Medical Center using the designated method. Any adjustments of greater than sixty (60) minutes shall require

the approval of the House Supervisor or their designee and if approved, the provider will not be required to use time off.

8.22 Changes in FTE status. Not more frequently than every six months per year, on a date designated by the Medical Center after ratification of this Agreement, a Provider may request modification to their FTE status. Such requests shall be submitted in writing to the Medical Director. The Medical Center expressly reserves the right to approve or deny a provider's request to modify their FTE and to determine the date that the modification will go into effect. In the case of multiple requests to change FTE status which, in the determination of the Medical Center cannot all be approved, the most senior provider's request to modify their FTE will be granted, provided that, in the opinion of the Medical Center, operational and patient care needs can be met. A response to a request for FTE change shall be provided within 60 days. Providers who have had their request to change their FTE status denied at least twice will receive priority consideration, provided that the Medical Center concludes operational and patient care needs can be met. After a first request for FTE modification has been denied, any subsequent requests for modifications of FTE status will be reviewed by the Chief Medical Officer. Further the Medical Center will make good faith efforts to approve FTE status changes; if such an event occurs and if unable to approve, will provide an explanation for its inability to approve and the circumstances in which a future FTE change may be possible. If circumstances change such that an FTE change becomes possible, the Medical Center will approve the FTE status change without requiring the provider to wait for the next submission deadline for such requests.

#### No Strike/No Lockout

X.1 During the term of this Agreement, the Employer shall not lock out its providers, provided that the parties and the providers covered by this Agreement act in accord with Article 9.2.

X.2 Neither the providers nor their agents, including the Union, or other representatives shall, directly or indirectly, authorize, assist, encourage or participate in any way in any strike, including any sympathy strike, picketing in regard to their employment relationship with Employer, walkout, slowdown, boycott or any other interference with the operations of the Employer, including any refusal to cross any other labor organizations' picket line. If any providers or group of providers represented by the Union should violate the intent of this section, the Union will take steps to affect a prompt resumption of work.

X.3 Any provider participating in any strike, sympathy strike, picketing that violates Section 2 of this Article, 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.

X.4 Nothing in this Article prohibits an off-duty provider from participating in a picket for another bargaining unit; however, a provider may not participate in any such picket during their regular work hours nor may the provider interfere with patient access and/or care.

### Grievance Procedure

X.1 Grievance Defined. A grievance is defined as an alleged violation of an express term of this Agreement. If an alleged violation arises, the provider is encouraged to discuss it with their immediate supervisor in an effort to resolve it, prior to filing a formal grievance.

X.2 Time Limits. The time limits in this Article may be extended by mutual written consent of the parties. By mutual written agreement, the parties may also waive steps of the grievance procedure.

X.3 Written Statements. Any grievance shall be documented in writing, describing the Article of the Contract allegedly violated, why and how violated, and remedy requested. At each subsequent step, the Union and/or grievance shall provide a written supplemental statement describing the unresolved issues and why the resolution/decision at the previous step was not acceptable.

X.4 Grievance/Arbitration Process.

#### Step 1: Provider and Human Resources Business Partner (HRBP)

If a provider has a grievance or the Union believes a grievance exists, the provider and/or the Union shall present the grievance in writing to the HRBP within twenty-one (21) calendar days from the date when the provider became aware or reasonably should have been aware of the event from which the grievance arose. Upon receipt thereof, the HRBP (or their designee) shall, within fourteen (14) days, attempt to resolve the problem and/or arrange to meet with the grievant and the Association. If a meeting is held and/or actions are taken to resolve the problem, the HRBP shall respond in writing to the grievance within fourteen (14)

calendar days after the meeting and/or action is taken to resolve the problem.

#### Step 2: Provider and Human Resources Manager

If the matter is not resolved at Step 1, the provider shall present the written grievance within fourteen (14) calendar days of receiving the HRBP's decision to the Human Resources Manager. The Human Resources Manager (or designee) and the provider shall confer in an attempt to resolve the grievance. A Bargaining Unit Representative and/or the Union Representative may be present, if requested by the provider. The HR Manager (or designee) shall issue a written reply within fourteen (14) calendar days following receipt of the grievance.

#### Step 3: Provider and Chief Medical Officer

If the matter is not resolved at Step 2, the provider shall present the written grievance within fourteen (14) calendar days of receipt of the Step 2 response to the Chief Medical Officer or designee. Within fourteen (14) calendar days thereafter (which may be extended if the parties are not available to meet), there shall be a meeting with the Chief Medical Officer, or designee, the provider and/or the Bargaining Unit Representative and/or a Union Representative. The Chief Medical Officer or their designee will issue a response within twenty-one (21) calendar days following the meeting.

#### Step 4: Arbitration

If the grievance is not settled on the basis of the foregoing procedures, either the Employer or the Union may submit the issue in writing for arbitration within twenty-one (21) 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.

#.5 Mediation. At any step of the grievance process, 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 and shall toll any timelines provided for in this Article. 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.

#.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 Medical Centre fails to timely respond at Steps one – three of the grievance process, the Union may advance the grievance to the next steps of the grievance process provided that it gives notice to the Medical Center within the appropriate timelines set forth in each step.

#.7 Group/Class Grievance. Any grievance that is filed on behalf of the entire bargaining unit must identify, by name, at least three (3) providers in the bargaining unit who have been impacted by the alleged violation of the Agreement. Failure to identify at least three (3) providers who have been impacted by the alleged violation will result in treatment of the grievance as an individual grievance.

## COMMITTEES

X.1 Labor-Management Committee. The purpose of the Labor-Management Committee is to discuss labor-management contract administration matters and to foster improved communications between the Medical Center and the Union. The Labor-Management Committee is advisory.

The Labor-Management Committee is comprised of a Human Resources representative, up to two (2) additional members of management designated by the Medical Center, up to two (2) providers covered by this Agreement who will be selected by the Union, and (1) Union representative. The Medical Center and the Union will each designate a Co-Chair of the Labor-Management Committee. In addition, both parties may designate an alternate to provide coverage in the event a regular member is unable to attend.

The Labor-Management Committee will meet on a quarterly basis and such meetings will not exceed ninety (90) minutes, unless mutually agreed upon by the Co-Chairs. The Co-Chairs may also agree to cancel a quarterly meeting.

Mutually agreed upon dates for a meeting shall be set in advance of the scheduled date to provide sufficient notice to meeting participants. An agenda, including the attendees for the Committee, will be set in advance of the next scheduled date by the Co-Chairs.

The Union shall provide the names of the two (2) providers and the Union's representative to Human Resources at least thirty (30) days prior to the first scheduled meeting. Meeting time spent by the two (2) providers will be compensated at the appropriate rate of pay.

## X.2 Emergency Medicine Provider Resource Committee.

X.2.1 Frequency and Scope of Committee. Every other month, a Committee meeting not to exceed ninety (90) minutes, will be scheduled to discuss the following subjects: (1) utilization of Emergency Department provider resources; (2) problem solving of provider workload; (3) surge protocols; (4) monitor patient acuity, census, boarding of patients and trends that may require adjustments to provider work; (5) co-management agreements with other service lines; and, (6) decisions made by the CMO (or designee) that may have an impact on providers' workload. Any recommendations made by the Committee will be advisory only. Nothing in this Article grants participants the right to make changes to or vary from the terms of this Agreement. The Committee may also meet ad hoc, as necessary, provided that the Medical Center's representatives and the participating providers agree.

X.2.2 Composition. Two (2) providers covered by this Agreement will be selected by their peers in the bargaining unit to attend the meetings. The Medical Center will appoint up to two management (2) representatives. There shall be two Co-Chairs, one designated by the providers and the other designated by the Medical Center. The Co-Chairs will work together to determine mutually agreeable meeting dates and agenda for the Committee. The Chairs of the Committee may also mutually agree to request other subject matter persons to attend the meeting(s) to provide information to the Committee.

X.2.3 Meeting Minutes. The meeting minutes will be recorded and distributed to members of the Committee prior to the next meeting. Meeting minutes will be reviewed and approved by Committee members at the next scheduled meeting. To ensure freedom of discussion, meeting minutes will not be distributed outside of the Committee members without the approval of the full Committee. Further, Committee members understand and agree that private and confidential information, such as patient or personnel information, may not be shared outside of the Committee.

X.3 Compensation for Committee Work. Committee Representatives shall be paid in accordance with Article XX (Compensation) of this Agreement for attendance at each EMRC and/or LMC meeting or mutually agreed upon subcommittee meetings not to exceed ninety (90) minutes in length unless otherwise agreed to by the Co-Chairs of the respective committee.

## STAFFING

x.1 Posting of Vacancies. When the Medical Center identifies a need to fill a vacant ED provider position, the Medical Center 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 Chief Medical Officer (or designee) will share information about vacancies, and posted positions with the Emergency Medicine Resource Committee. In addition, the Chief Medical Officer (or designee) will present planned changes about reconfigurations of vacant FTEs (or other determining factors) to the Emergency Medicine Resource Committee.

x.2 Notice of Leave of Absence. Upon notice of a leave of absence, the Medical Center 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 Medical Center will use its best efforts to ensure sufficient staffing of the ED through utilization of locums or per diems to cover shifts for known and unanticipated FMLA.

x.3 Staffing Updates. The Medical Center will share information about provider FTEs, decisions on which type of providers to hire, metrics and target ratios, and vacancies at Emergency Medicine Resource Committee meetings. Committee members may provide input about such subjects.

x.4 Agency or Locums. Typically, the Medical Center will use agency or locum providers to temporarily cover bargaining unit positions due to leaves of absence, seasonal fluctuations, inability or a delay in the ability to fill a provider vacancy or because of other emergent circumstances, e.g., natural disaster, pandemic or other unexpected surge in patient volumes. Neither agency nor locum providers shall be used to permanently replace bargaining unit work. Nothing in this Article supersedes the Medical Center's right to permanently subcontract bargaining unit work in accordance with the provisions of this Agreement.

x.5 FMLA or other Leave of Absence Coverage. The Medical Center shall make its best effort to ensure there is coverage for known and unanticipated FMLA or other

leaves of absence. Such coverage may include utilization of locums or per diems when possible.

x.6 Additional Staffing Analysis In the event that providers believe that the number of unfilled shifts warrant additional positions, provider representatives will present their concerns at the Emergency Medicine Resource Committee. In such circumstances, the Chief Medical Officer (or designee) shall evaluate those concerns, including analysis of unfilled shifts, to determine whether additional staffing is warranted, and provide a response once the analysis has been completed. The Chief Medical Officer (or designee) will provide the analysis or updates regarding progress of the analysis at the next Emergency Medicine Resource Committee meeting. In the event that an update is provided in lieu of an analysis, the analysis shall be provided at the following meeting.

## LEAVES OF ABSENCE

x.1 General Provisions. All Leaves of Absence. Providers are responsible for notifying their leader of the need for any leave and must initiate any requests for leave using the third party administrator responsible for managing leaves of absence. Whenever a provider is eligible for more than one type of leave, all applicable leaves will run concurrently unless stated otherwise. A leave may be paid or unpaid or a combination of both, depending on the circumstances of the leave and applicable leave laws. Where permitted by law, a provider may be required to use any paid time accruals during an unpaid leave until such accruals are exhausted. Further, any paid time provided by the Medical Center in connection with a leave of absence will be coordinated with other benefits (if any), such as Oregon Paid Family Leave benefits and the Medical Center's short-term disability and/or parental leave benefits.

The Medical Center will maintain policies regarding leaves of absences and ensure the leaves are administered in accordance with applicable federal, state and local laws.

x.2 Paid Oregon Family Medical Leave, Family and Medical Leave (FMLA) and Oregon Family Leave Act (OFLA). The Medical Center will provide Oregon Paid Family Medical Leave, FMLA and OFLA to its eligible providers in accordance with applicable laws. Effective July 1, 2024, in accordance with Oregon law, OFLA will not include family leave or serious health condition leaves for a provider or their family member. Those leaves will be covered by Oregon's Paid Family Leave law.

x.3 Additional Medical Leaves. In accordance with federal, state and local laws, providers may be eligible for additional types of paid and unpaid medical leave. Laws governing these leaves may be more generous than the FMLA and/or may offer greater coverage for medical or other similar issues affecting a provider or their family member.

Providers will receive the same additional medical leaves as non-represented caregivers of the Medical Center.

x.4 Military Leave. Military leave will be granted in accordance with applicable federal and state law, and the Medical Center's policy, which may be amended from time to time.

x.9. Short-Term Disability Benefits. Providers will be eligible to participate in the Medical Center's short-term disability benefit program on the same basis as other caregivers of the Medical Center. Participation shall be subject to specific plan eligibility requirements and timely submission of benefit election. Short-term disability benefits will be coordinated with any eligible pay/benefits available through city, state or federal leave programs.

x.10 Paid Parental Leave Benefits. Providers will be eligible to participate in the Medical Center's paid parental leave program on the same basis as other caregivers of the Medical Center. Participation will be subject to specific plan eligibility requirements and timely submission of benefit election. Paid parental leave benefits will be coordinated with any eligibility pay/benefits available through city, state or federal leave programs.

x.11 Use of Paid Time Off Benefits During an Unpaid Leave. Where consistent with applicable laws, a provider on an approved leave will be expected to use paid time off provided by the Medical Center during a leave without pay. Paid time off provided by the Medical Center will be coordinated with other benefits (if any), including Oregon Paid Family Leave benefits and the Medical Center's short-term disability and/or 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 provider was regularly scheduled to work (FTE). 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 provider was regularly scheduled to work (FTE).

x.12 Oregon Paid Sick Leave Law. The Medical Center recognizes its obligations under the Oregon Paid Sick Leave Law. Providers' paid time off benefit (PTO or PTA, whichever is applicable) satisfies the requirements of the Oregon Paid Sick Leave Law and can be used by providers in accordance with the Law.

#### SEPARABILITY

Should any provision or provisions of this Agreement become unlawful by virtue of separability or by declaration of any court of competent jurisdiction, including state, federal, or local government entities, such action shall not invalidate the entire

Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of this Agreement. If any provision is held invalid, the Medical Center and the Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provision.

## CONTRACTING

X.1 Agency/Temporary Locums Providers. The Union recognizes the Medical Center's right to contract with Agency/Locums providers to provide temporary coverage of bargaining unit work in the Emergency Department for reasons including, but not limited to, leaves of absence, planned time-off of bargaining unit providers, seasonal fluctuations, inability or a delay in the ability to fill a provider vacancy or because of emergent circumstances, e.g., natural disaster, pandemic or other unexpected surge in patient volumes. Agency/Locums providers 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 use of agency/Locum providers exceeds one thousand two hundred and forty-eight hours (1248) in a calendar year, the Medical Center will provide notice to the Union and upon request, meet to discuss its ongoing use of the agency/Locum providers. In addition, the continued use of locums in excess of 1248 hours will, upon request by the Emergency Medicine Resource Committee, be subject to analysis under the provisions set forth in Article 12.6 (Staffing). Nothing in this Article is intended to supersede X.2 of this Article.

X.2 Contracting Out. Prior to permanently contracting out work that would result in the elimination of bargaining unit positions, the Medical Center agrees to provide the Union with one hundred and twenty (120) days notice, and upon request, meet with the Union to discuss impacts. This agreement to meet for purposes of further review and consideration of alternatives is not intended to create a duty to bargain that would not otherwise exist. Such discussions will be concluded within sixty (60) working days from the date the Medical Center advised the Union that a decision to subcontract has been made. The Medical Center will make a good faith effort to obtain preferential hiring opportunities with the contracting entity for bargaining unit providers. 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. For purposes of this Section, the term "contract out" is defined as a practice whereby the Medical Center 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.

## DURATION OF AGREEMENT

16.1 Duration. This Agreement shall be effective the first full payroll period following its ratification by the Association, except as otherwise specifically provided for herein, up to and including January 1, 2027, and from year to year thereafter if no notice is served as hereinafter provided.

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

## Appendix - WORKPLACE SAFETY

1. Commitment to Providing a Safe Workplace. The parties recognize the importance of maintaining a safe workplace for patients, visitors and providers. They further recognize the unique vulnerabilities of the Emergency Department to incidents of violence and threats of violence.

2. Updates on Safety Issues. The Chief Medical Officer of the Medical Center (or designee) will, as part of the meetings with representative providers referenced in Article X – Committees, provide regular updates on the provision and assignment of appropriately trained security officers who provide security in the Emergency Department and other areas of the Medical Center, a process by which the ED medical staff is notified if the security officer stationed at the metal detector is called away from their station, the installation of metal detectors and other methods to help improve security for providers and other caregivers, such as improved methods for enforcement of its no weapons policy. In addition, the Chief Medical Officer will discuss with representative providers possible methods to improve the privacy of their workstations in the Department.

3. Reports on Workplace Violence. The Medical Center will provide re-orientation for providers on how to report workplace violence in the Medical Center's High Reliability Platform (HRP) which is the system of record for such reports. The Medical Center recognizes that the Union may request information about workplace violence incidents regarding the providers it represents, and will respond to such requests for information in the event that they are received. Further, the victim of a workplace violence event may request a documented debrief and the Medical Center will endeavor to provide this debrief within fourteen (14) business days. The Medical Center will work

to ensure that caregivers are alerted of available resources, including informing caregivers of their ability to request a documented debrief after instances of workplace violence.

4. Emergency Lockdowns. The Medical Center shall maintain a process for emergency lockdowns and train providers on that process.

5. Prompt Communication. Threats to patient or staff member safety will be communicated as promptly as possible.

6. Escalation Pathway. The Medical Center will create an escalation pathway for instances of violence and/or threats of violence. The pathway will be in writing, available on each unit, and reviewed annually in the workplace safety committee.

7. Weapons Policy. The Medical Center will maintain a policy prohibiting dangerous weapons or items that can be used as weapons. This policy may be amended from time to time. The policy will include a provision that provides for securing of dangerous weapons or items before admission to patient care areas.

8. Security in Emergency Department. The Medical Center will make reasonable efforts to provide appropriately trained security personnel to support the Emergency Department. The assigned ED security officer will be present in the Emergency Department at all hours of operation except under exigent circumstances. Where events necessitate additional security response, the security officer assigned to the metal detector at the entrance to the Emergency Department will be the last to leave their post. As referenced above, a process will be created which notifies the ED medical staff when the security officer stationed at the metal detector is called away from their station.

9. Safety Committee. The Medical Center will maintain a caregiver safety committee and a workplace violence committee. Providers in the bargaining unit are encouraged to participate, and bargaining unit providers may appoint one (1) provider to attend committee meetings.

10. Data Regarding Safety Events. The Medical Center monitors the incidents of reported behavior/combatative persons (code gray), weapons/hostage situations and active threat on campus (code silver), and the reported occurrences of workplace violence. Appropriate data (non HIPAA/privacy protected data) will be shared and reviewed with the Labor-Management Committee upon request of that Committee.



### Appendix PAID TIME OFF FOR ED PHYSICIANS

During the duration of this Agreement, the Medical Center agrees that it will maintain the current Paid Time Off (PTO) accruals, payment and approval processes. Regular full-time and part-time ED Physicians will continue to accrue PTO consistent with past practice in place at the time of ratification of this Agreement. If ED Physicians end their employment, they will be paid out any accrued but unused PTO, provided that they comply with notice requirements set forth in Article XX (Employment Provisions) and are not terminated for just cause.

### MOU EXTINGUISHING INDIVIDUAL PROVIDER AGREEMENTS

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

### LETTER OF UNDERSTANDING

#### EXPANSION OF EMERGENCY DEPARTMENT

If, during the life of this Agreement, the Medical Center decides to expand the Emergency Department, the Medical Center will give at least one hundred and twenty (120) days notice to the Union, and upon request, meet to discuss the impacts of the expansion. Such impacts may include, but are not limited, use and duration of locums and/or contracted-for providers to meet the needs of the expanded Emergency Department, modifications to work schedules, and configuration of providers' workspaces.

In the event that the Medical Center expands the emergency department, the Medical Center shall have the option to contract with a company to provide ED provider services for the expanded department, should it decide that use of these services is necessary. The Medical Center will, upon request, meet with the Union to discuss extension of these services if it determines the need to continue the use of those services for a time period to exceed one (1) year. Such a determination shall be conducted in accordance with Article 12.6. In all other cases, the Medical Center will comply with the provisions of Article X, Contracting.

LETTER OF UNDERSTANDING  
COLLABORATIVE PROCESS FOR PRIVATE, SECURE WORKSPACES FOR  
PROVIDERS

The parties recognize the importance of private, secure workspaces for providers in the bargaining unit. The parties agree to engage in a collaborative process to identify how the Medical Center can improve Providers' workspaces to provide more privacy and security, and agree to work towards timely implementation of such improvements. Representatives of the parties agree to meet within thirty (30) days of ratification of this Agreement to begin this process.

LETTER OF UNDERSTANDING  
BEAR CREEK SURGERY

Nothing in this Agreement prevents the Medical Center's ongoing contract with Bear Creek Surgery for provider services in the Emergency Department; any Bear Creek Surgery provider who provides coverage of work typically performed by bargaining unit members will not be considered part of the bargaining unit covered by this Agreement.

Letter of Understanding

Call Schedule

The Medical Center shall not implement a permanent call schedule.

However, the parties recognize the key importance of the Emergency Department to the community and the need to keep it open during unanticipated challenges. Therefore, the parties agree that the Medical Center may implement a temporary, Exigent Circumstances Call Schedule for no longer than six (6) weeks, absent mutual agreement to extend the Call Schedule. Exigent circumstances may include but are not limited to natural disasters, a mass casualty event, a situation in which a state of emergency has been declared by the state of Oregon or federal or local authorities, or a situation where a substantial number of providers are unable to work for an extended period of time. In such case, the Medical Center will, on request from the union, meet and discuss impacts of the temporary Exigent Circumstances Call Schedule. The Union and the Medical Center will negotiate the terms of the temporary Exigent Circumstances

Call Schedule as well as discuss alternative solutions that do not require implementing a call schedule. The Medical Center will also identify a plan to improve staffing by, for example, use of locums, so that the Exigent Circumstances Call Schedule can be sunset as soon as possible.

Further, if an Exigent Circumstances Call Schedule is implemented the Medical Center will: (1) ensure that the Call Schedule does not extend beyond the time period when a substantial number of providers are unable to work; (2) the Medical Center will explore all other options before implementing the Call Schedule, including, but not limited to, use of Flex Schedules; and, (3) the Medical Center commits to negotiating with the Union appropriate compensation for the Call Schedule.

The use of a call schedule shall not be implemented to cover FMLA leave that has been noticed to the Medical Center at least eight weeks prior.

#### Letter of Understanding

#### APRN/PA Continuing Education Funds

In the event that the funds available to APRN/PAs for Continuing Medical Education are or become restricted by changes to the Providence Health Systems Guild policy, the amount of funds available under the Professional Educational Development provisions of the collective bargaining agreement provided to the APRNs and PAs shall be increased by \$750.00.