

PROVIDENCE WOMEN'S CLINIC
&
OREGON NURSES ASSOCIATION
PROVIDER UNIT
COLLECTIVE BARGAINING AGREEMENT

EFFECTIVE FEBRUARY 4, 2025 – DECEMBER 31, 2026

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ARTICLE 1 – RECOGNITION AND MEMBERSHIP

A. Recognition. Providence Women’s Clinic (“Clinic” or “PWC”) recognizes the Oregon Nurses Association (“ONA” or the “Union”) as the exclusive bargaining representative with respect to the rate of pay, hours of work, and other conditions of employment for a bargaining unit composed of all full-time, regular part-time, per diem and Advanced Clinical Track OB/GYN Physicians, Certified Nurse Midwives, and Nurse Practitioners employed by the Clinic at its facilities located at 4400 NE Halsey St. Bldg 1, Ste. 285, Portland, OR, 97213; 10330 SE 32nd Avenue, Suite 305, Milwaukie, OR; 4004 Kruse Way Place, Suite 300-A, Lake Oswego, OR; 9135 SW Barnes Road, Suite 761, Portland, OR; 12345 SW Horizon Boulevard, Suite 57-B, Beaverton, OR; and 7305 SE Circuit Drive, Suite 260, Hillsboro, OR; but excluding all Medical Directors, Lead Midwives, Midwife Supervisors, Registered Nurses, Nurse Supervisors, Quality Program Manager Registered Nurses, and guards and supervisors as defined by the Act. In the event the Clinic relocates one of the aforementioned clinic locations, the Clinic recognizes that OB/GYN Physicians, Certified Nurse Midwives, and Nurse Practitioners, as defined above, who are employed at the relocated clinic will be represented by the Union and remain within the bargaining unit.

B. Membership.

1. The following provisions apply to any provider hired by PWC before February 1, 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 provider hired before February 1, 2025, voluntarily joins the Union or has voluntarily joined the Union as of February 1, 2025, the provider must thereafter maintain such membership, as an ongoing condition of employment, or exercise one (1) of the two (2) options listed in 2(a)ii or 2(a)iii below.

1 **2.** The following provisions apply to any provider hired after February
2 1, 2025:

- 3 a. By the 31st calendar day following the day that the provider
4 begins working, each bargaining unit provider must do one of
5 the following, as a condition of employment:
- 6 i Become and remain a member in good standing of ONA
7 and pay membership dues (ONA member); or
 - 8 ii Pay a representation fee established by ONA in
9 accordance with the law; or
 - 10 iii Exercise their right to object on religious grounds. Any
11 provider who is a member of and adheres to
12 established and traditional tenets or teachings of a bona
13 fide religion, body, or sect, that holds conscientious
14 objections to joining or financially supporting labor
15 organizations will, in lieu of dues and fees, pay sums
16 equal to such dues and/or fees to a non-religious
17 charitable fund. These religious objections and
18 decisions as to which fund will be used must be
19 documented and declared in writing to ONA and the
20 Clinic. Such payments must be made to the charity
21 within fifteen (15) calendar days of the time that dues
22 would have been paid.
- 23 b. The Clinic will distribute membership informational material
24 provided by ONA to newly employed providers including a
25 copy of the Collective Bargaining Agreement, a form provided
26 by the Union that confirms the provisions of Section B.1 above,
27 and ONA's form authorizing voluntary payroll deduction of
28 dues, if such form expressly states that such deduction is
29 voluntary. The provider will be asked to sign upon receipt and
30 return the signed form directly to ONA. The Clinic will work in
31
32
33

1 good faith to develop a procedure to retain copies of such
2 signed forms.

3
4 c. A provider should notify ONA's Membership Coordinator, in
5 writing, of a desire to change their status under the provisions
6 of Section B.1 above by mail to the business address for ONA.

7
8 d. ONA will provide the Clinic with copies of at least two (2)
9 notices sent to a provider who has not met the obligations to
10 which they are subject, pursuant to this Article. ONA may
11 request that the Clinic terminate the employment of a provider
12 who does not meet the obligations to which they are subject,
13 pursuant to this Article. After such a request is made, the Clinic
14 will terminate the provider's employment no later than fourteen
15 (14) days after receiving the written request from ONA. The
16 Clinic will have no obligation to pay severance or any other
17 notice pay related to such termination of employment.

18
19 **3. Dues Deduction:** The Clinic shall deduct the amount of ONA dues,
20 as specified in writing by ONA, from the wages of all providers
21 covered by this Agreement who voluntarily agree to such deductions
22 and who submit an appropriately written authorization to the Clinic.
23 The deductions will be made each pay period. Changes in amounts
24 to be deducted from a provider's wages will be made on the basis of
25 specific written confirmation by ONA received not less than one (1)
26 month before the deduction. Deductions made in accordance with
27 this section will be remitted by the Clinic to ONA monthly, with a list
28 showing the names and amounts regarding the providers for whom
29 the deductions have been made.

1 **4.** ONA will indemnify and save the Clinic harmless against any and all
2 third-party claims, demands, suits, and other forms of liability that
3 may arise against the Employer by reason of any actions taken in
4 connection with this Article.

5
6 **5.** The parties will work together to reach a mutual agreement on the
7 information to be provided to ONA to track the provisions in this
8 Article.

9
10 **C. Orientation.** During the first thirty (30) days of the newly hired provider's
11 employment, a bargaining unit provider designated by ONA may arrange
12 a meeting with the newly hired provider thirty (30) minutes to discuss
13 ONA membership and contract administration matters, provided the
14 discussion does not interfere with the work of either provider.

15
16 The time spent on this orientation for a newly-hired provider must be
17 within that provider's regularly-scheduled work week(s) and will be
18 compensated as time worked. If such conversation happens outside the
19 ONA designated provider's regularly scheduled work week, they will not
20 be compensated for the additional time. To ensure the meetings do not
21 interfere with work and the time is properly tracked and compensated
22 without unnecessary cost to the Employer, the bargaining unit provider
23 designated by ONA to discuss membership during such orientations shall
24 inform the Employer when the thirty (30) minute discussion is scheduled.

ARTICLE 2 – UNION BUSINESS

A. Rosters. On a quarterly basis, the Clinic will provide the bargaining unit chair and the Union electronically with a list of bargaining unit providers which will include providers' names, addresses, FTE, job classification/title, assigned clinic location, date of hire with the Clinic, personal email and telephone number. In addition, every three (3) months, the Clinic will provide information to the Union about terminations and transfers of bargaining unit members. 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 Clinic of any change(s) within thirty (30) days of the change(s).

B. Access to Premises - Union Staff. Non-provider representatives of the Union will be allowed to enter the Clinic's premises for pre-scheduled meetings with management (e.g., grievance meetings). In addition, authorized union representatives will have access at reasonable times to those areas of the Clinic's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employee lounges, work areas or other patient care areas unless advance approval has been obtained from Human Resources or the Clinic Manager; requests for access will be made with reasonable advance notice preferably in writing where feasible. Providers who are members of the bargaining unit may make such requests to Human Resources or the Clinic Manager on behalf of Union representatives and may request use of meeting rooms or office space for the provider(s) and representatives, provided that such requests comply with the Clinic's guidelines on use of such space, e.g., adherence to patient privacy and confidentiality policy and non-interference with performance of work. Requests for access will not be unreasonably denied. Any such denial must be provided in writing (or verbally, with appropriate follow-up in writing) with the justification for

1 denial stated and a list of not less than two alternate times and/or spaces
2 when the representative would be approved for said visit. This limited
3 right of access to the Clinic's premises shall be subject to the same
4 general rules applicable to other non-employees and shall not interfere
5 with or disturb employees in the performance of their work during working
6 hours and shall not interfere with or provide any distraction to patient
7 care, patient families, or the normal operation of the Clinic.

8
9 **C. Meeting Rooms.** The Union recognizes that the Clinic has limited
10 meeting room space available. Subject to the Clinic's guidelines on use of
11 meeting/conference room space, the Union may utilize an available room
12 of the Clinic for official Union meetings of the bargaining unit, provided
13 sufficient advance request for meeting facilities is made to the designated
14 administrator and space is available. Any bargaining unit provider who so
15 desires shall be entitled to attend such meetings during non-working time.

16
17 **D. Negotiations.** Each party to negotiations is responsible for the availability
18 of the bargaining team it has chosen to represent it. Provider members of
19 the Union's negotiating team will work with their leaders to make good
20 faith attempts to adjust their schedules to accommodate negotiations,
21 which may include schedule trades and advance scheduling of time-off
22 for negotiation dates. Requests for agreed-upon schedule trades between
23 providers will be honored.

24
25 **E. Bulletin Boards.** A bulletin board in a mutually agreed upon location at
26 each clinic, shall be designated for the use of the bargaining unit. The
27 Provider and RN unit will share the bulletin board. The Union may post
28 local unit meeting notices, Union recreational and social affairs,
29 appointments, newsletters and elections or other relevant union
30 information on the designated bulletin board. Such notices shall not
31 exceed standard legal size and may not be defamatory.

ARTICLE 3 – MANAGEMENT RIGHTS

A. Except as may be limited by an express provision of this Agreement, and applicable federal law, all rights to manage the facilities and direct employees are vested exclusively in the Employer. This Article is intended as a clear and unmistakable waiver of the subject matters identified, except to the extent a different Article expressly addresses that issue. This Article does not waive any bargaining obligation that the employer may have under Federal law on any subject that is not identified in this Article. The management rights as to which the Employer may so act include, but are not limited to:

- determining its services, methods for delivering services and operations;
- the right to discontinue or transfer processes, services or operations;
- to sell or lease the business;
- to introduce new or different methods, processes, procedures, technological changes, equipment or facilities;
- to automate job functions or duties, and/or to determine, or redetermine, the methods, processes, equipment, and materials to be employed;
- to subcontract work, provided that it has given the Union thirty (30) days advance notice, and upon request, meets to discuss impacts to bargaining unit providers;
- 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, pertaining to employee conduct, 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;

- 1 • to select and to determine the number and types of employees
2 required;
- 3 • to determine or redetermine the number and kinds of classifications
4 required subject to the provisions set forth in this Agreement, including
5 appropriate notice to the Union;
- 6 • to assign work covered by this Agreement in accordance with the
7 requirements determined by management;
- 8 • to establish and change work schedules, shifts, locations, duties and
9 assignments subject to the provisions set forth in this Agreement;
- 10 • to transfer, promote or demote employees, or to lay off, terminate or
11 otherwise relieve employees from duty, subject to the provisions set
12 forth in this Agreement;
- 13 • to establish wage rates for new or changed classifications or positions
14 following appropriate notice to the Union and bargaining about
15 appropriate wage rates;
- 16 • to establish reasonable work or performance standards;
- 17 • to shut down for any lawful reason necessary;
- 18 • to suspend, discharge, or otherwise discipline employees for
19 nondiscriminatory, legitimate reasons subject to the provisions set
20 forth in this Agreement;
- 21 • to fix reasonable standards of quality and quantity for work to be done;
- 22 • to determine job content, provided that the Union may request to
23 bargain impacts when the Clinic changes job content of bargaining
24 unit providers;
- 25 • to discontinue and modify past practices of any nature except as may
26 be limited by this Agreement. Nothing herein limits the Clinic's
27 obligation to provide notice to the Union about the
28 discontinuance/modification of such practices, and upon request, meet
29 to bargain impacts.
- 30 • to alter, rearrange, combine and/or eliminate jobs, positions, job
31 classifications or descriptions in accordance with the provisions set
32 forth in this Agreement.

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

ARTICLE 4 – DEFINITIONS

A. Definitions:

1. Clinic Manager. A Clinic Manager is responsible for the operations of a clinic location(s) and supervises non-provider team members of the clinic location(s).
2. Medical Director. A Medical Director supervises physicians and nurse practitioners, performs administrative/operational duties, and provides patient care.
3. Lead Midwife. A Lead Midwife supervises the other midwives and performs some administrative duties in addition to practicing midwifery.
4. Clinic Location. A Clinic Location is the physical location where bargaining unit providers are principally assigned to work.
5. Team. An interdisciplinary group of caregivers, including providers, within a clinic location.
6. Shift. The assigned hours of a provider's workday.

B. Provider Status:

7. Regular Provider. A part-time or full-time provider.
 - a. Part-time Provider. A regular part-time provider is a provider who is regularly scheduled to work at the Clinic but has an FTE of less than 1.0. For purposes of health and welfare benefits, "part-time" is defined as a provider with an FTE of .50 - .74.

1 **b. Full-time Provider.** A regular full-time provider is a provider with
2 a 1.0 FTE. For purposes of health and welfare benefits, “full-
3 time” is defined as a provider with an FTE of .75 or more.
4

5 **8. Per Diem Provider.** Any provider (a) who does not have a
6 designated FTE, is not regularly scheduled to work, and is not
7 benefits eligible or (b) who is employed on a temporary basis not to
8 exceed ninety (90) calendar days, or one hundred and eighty (180)
9 calendar days where replacing a provider on an approved leave of
10 absence. To remain per diem, other than for those per diem
11 providers described by (b) in the preceding sentence, the following
12 will apply:

13 **a.** Per diem providers must be available for a minimum number of
14 shifts during each scheduling period, except that a per diem
15 provider may completely opt out of one (1) calendar month
16 each calendar year, provided the per diem provider notifies
17 their leader and Clinic Manager in advance of the preparation
18 of the work schedule;
19

20 **b.** Per diem providers will not be required to work more than one
21 (1) holiday in a calendar year. The assigned holiday will be
22 rotated between winter (New Year’s Day, Martin Luther King,
23 Jr. Day, Thanksgiving Day, or Christmas Day) and summer
24 holidays (Memorial Day, Fourth of July, or Labor Day), in
25 alternate calendar years; and
26

27 **c.** If a per diem provider desires to be a regular part-time or full-
28 time provider, the provider should notify their leader. A per
29 diem provider who has averaged twenty-four (24) or more
30 hours of work per week during the preceding six (6) months
31 may apply in writing for reclassification, except that a per diem
32 provider employed on a temporary basis to replace a clinician
33 on an approved leave of absence will not be eligible for this

1 reclassification. The Clinic will determine whether a regular
2 part-time or full-time position is available based on its
3 operational needs. An eligible per diem provider applicant will
4 be reclassified as of the next schedule to be posted to a
5 regular part-time or full- time schedule, as appropriate, closest
6 to the Per diem provider's work schedule (including shifts)
7 during the preceding twelve (12) weeks.

1 **ARTICLE 5 – EQUAL EMPLOYMENT OPPORTUNITY**

2

3 **A.** The parties agree and support the policy to employ, evaluate,
4 compensate, promote and retain individuals on the basis of qualifications,
5 ability, and performance regardless of union membership, race, national
6 origin, age, color, sex, marital status, religious belief, veteran status,
7 political ideology, sexual orientation, gender identity or expression,
8 genetic information, or disability.

9

10 **B.** Neither the Union nor the Employer shall discriminate against any
11 provider on account of the provider's choice to join or refrain from joining
12 the Union, nor shall either party discriminate against any provider for
13 lawful activity on behalf of or against the Union, provided, however, the
14 parties understand that any such activity must not interfere with normal
15 Clinic routine, patient care, comfort, and safety, or the provider's duties or
16 the duties of other Clinic employees.

ARTICLE 6 – PROVIDER PROFESSIONAL RELATIONSHIP

A. Medical Staff Processes and Discipline. The parties recognize that Medical Staff requirements, including but not limited to, call coverage policies and procedures, responsibilities to patients, peer review processes, and recommendations made by Medical Staff are entirely separate from bargaining unit 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.

B. Provider's Provision of Patient Services. Providers 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 Clinic'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* as interpreted and communicated to providers by Clinic leadership in consultation with Ethics and Mission leaders. Further, providers shall provide healthcare services to patients within the scope of their licensure and privileges in accordance with applicable agreements between the Clinic and entities with which the Clinic contracts; shall directly supervise the rendering of services by others as appropriate; and

1 shall provide call coverage in accordance with call schedules reasonably
2 established by the Clinic from time to time.

3
4 **C. Exclusive Efforts.** Providers shall not engage in the practice of medicine
5 or provide services except as a provider of the Clinic and shall not
6 engage in any activity that would interfere with their practice of medicine
7 as an employee of the Clinic unless such activity adheres to applicable
8 Clinic policies and is otherwise agreed to in writing and in advance
9 pursuant to the established practice of the Clinic. During their
10 employment, providers shall not engage in any activity competitive with or
11 adverse to the Clinic; nothing in this provision prohibits approved
12 moonlighting work. Approval for moonlighting work will not be
13 unreasonably denied unless it presents a conflict with the provider's work
14 at the Clinic (e.g., a conflict with the provider's FTE, work hours or is a
15 conflict of interest as defined by the Clinic's conflict of interest policy) or,
16 in the opinion of the Clinic, presents a risk for patient safety and quality. In
17 the event that the Clinic denies a provider's request to moonlight because
18 of the risk for patient safety and quality, the provider may present the
19 request to the Clinic Resource Committee; the Clinic will consider the
20 Committee's recommendations.

21
22 **D. Insurance Coverage.** During the term of providers' employment, and
23 subject to any applicable laws or regulations and also subject to providers
24 maintaining insurability status in accordance with applicable underwriting
25 guidelines and requirements for insurability, as amended from time to
26 time, the Clinic shall provide medical malpractice liability coverage
27 through the Providence Health & Services self-insurance program, for all
28 activities and services provided by providers within the course and scope
29 of duties required as an employee. Following termination/cessation of a
30 bargaining unit provider's employment, the Clinic will provide coverage as
31 may be necessary to cover claims arising from activities during the
32 applicable statute of limitations. Providence's self-insurance program,
33 which is continuous claims-made liability coverage, applies to malpractice

1 claims that arise during the course of a provider's employment without
2 regard to whether the provider is still employed at the Clinic at the time
3 the claim is made. The Clinic will notify providers and the Union of any
4 significant changes in the terms of coverage, and upon request by the
5 Union, will meet to discuss the impact(s) of the change(s).

6
7 **E. Research, Publication, and Inventions Assignment.** The Clinic may
8 conduct a program of research and develop materials for publication
9 related to its endeavors and activities in which providers participate.
10 Providers acknowledge that all original works of authorship which are
11 made by them (solely or jointly with others) within the scope of their
12 employment at the Clinic and which are protectable by copyright are
13 "works made for hire" as that term is defined in the United States
14 Copyright Act (17 U.S.C., Section 101). Providers will promptly disclose
15 to the Clinic all inventions, designs, processes, and protectable works that
16 are created by providers during working hours or by using any Clinic
17 resource. All such inventions, designs, or processes shall be the
18 exclusive property of the Clinic, unless otherwise specifically agreed to in
19 writing by the employee and the Clinic.

20
21 **F. Support Personnel.** The Clinic shall use its best efforts to provide
22 sufficient support and staffing for providers' professional medical services.
23 Providers may have input regarding employment issues related to support
24 personnel, but in all circumstances, the hiring, compensation, termination
25 and supervision of support personnel must be done in accordance with
26 the Clinic's human resource policies and procedures. Disputes regarding
27 whether the Clinic has provided sufficient support and staffing may be
28 discussed at Step One of the Grievance process set forth in this
29 Agreement, but will not be subject to Steps 2-4 of the Grievance process.
30 Concerns relating to this Section may be placed on the agenda for
31 discussion during the Clinic Resource Committee meeting.

1 **G. Equipment and Supplies.** The Clinic shall use its best efforts to make
2 available office space, furniture, fixtures, and equipment as well as
3 inventory, supplies, and such other materials and services as are
4 necessary for providers to provide medical services, all of which shall be
5 used by providers solely for that purpose. Providers and the Clinic shall
6 consult periodically regarding equipment and supply needs. Providers
7 shall not have authority to incur expenses on behalf of the Clinic except
8 as authorized by the Clinic or its policies. Disputes regarding whether the
9 Clinic has provided sufficient equipment and supplies may be discussed
10 at Step One of the Grievance process set forth in this Agreement, but will
11 not be subject to Steps 2-4 of the Grievance process. Concerns relating
12 to this Section may be placed on the agenda for discussion during the
13 Clinic Resource Committee meeting.

14
15 **H. Patient Records.** Patient records related to the services provided by
16 employees are and shall remain the property of the Clinic. Providers
17 recognize that they are required to timely complete patient charts in
18 compliance with the Clinic's requirements. Providers further recognize
19 that failure to timely complete patient charts may result in the initiation of
20 performance management following appropriate investigation of the
21 reasons for untimely chart completion.

22
23 **I. Fees and Charges.** All fees and charges relating to providers' practice at
24 the Clinic and/or services related to providers' medical expertise when
25 within the scope of providers' employment at the Clinic, including but not
26 limited to medical directorships, committee service stipends, research,
27 publications expert testimony fees, and lecture fees or Honoraria are the
28 property of the Clinic, unless otherwise agreed to in writing and in
29 advance by the Clinic. The parties agree that fees, service stipends, and
30 honoraria that have been reviewed for legal compliance and for which
31 there is no finding of a conflict of interest shall be considered the property
32 of the provider. Nothing in this Section is intended to require providers to

1 remit payment to the Clinic for approved moonlighting work for another
2 employer.

3
4 **J. Assignment and Collections.** Providers shall cooperate with the Clinic
5 as necessary for billing and collection efforts and will complete, as
6 appropriate, statements for patient services rendered by employees.
7 Providers assign to the Clinic all of their professional charges for services
8 performed on behalf of the Clinic and grant authority to the Clinic to
9 collect and to enforce payment.

10
11 **K. Remote Work.** Providers may work remotely when performing
12 remote/virtual visits and/or administrative tasks, provided that the provider
13 has coordinated the remote work with their supervisor and the clinic
14 location manager, and the remote work has been approved by the
15 supervisor.

ARTICLE 7 – EMPLOYMENT STATUS AND DISCIPLINE

A. Probationary Period. A provider employed by the Clinic shall not become a regular employee and shall remain a probationary employee until they have been continuously employed for a period of one hundred twenty (120) calendar days. However, at its discretion, the Clinic may extend the provider's probationary period up to an additional one hundred twenty (120) calendar days by written notice to the provider and the Union.

B. Cause for Discipline. The Clinic shall have the right to discipline, suspend or terminate providers for just cause. The Union may file a grievance on behalf of the provider if they believe this Article has been violated. The Clinic, however, reserves the right to discharge any provider deemed to be incapable or incompetent. The Clinic 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 Clinic shall have the right, following an appropriate investigation, to immediately terminate providers for the following reasons that both parties to this Agreement acknowledge constitute "just cause" under this Article:

1. 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; if the provider is separated, there are no restrictions or conditions on their license and the provider meets all qualifications in the judgment of the Clinic, including but not limited to, satisfaction of any credentialing requirements, the Clinic will return the provider to work if there are open, available positions, in which case the provider's unit seniority at the time of separation will

1 be reinstated. If the provider returns to work within twelve (12)
2 months following their separation, the provider's original date of hire
3 will be used in accordance with Article 16 - Seniority, set forth in this
4 Agreement; or,

5
6 **2.** The provider fails to immediately (defined as twenty-four (24) hours
7 from the provider's first knowledge) inform the Clinic about the
8 suspension, revocation, termination, restriction, or expiration of the
9 provider's federal DEA number, and/or provider's medical staff
10 privileges (if applicable) at any hospital; or,

11
12 **3.** The provider fails to immediately (defined as twenty-four (24) hours
13 from the provider's first knowledge of the event) inform the Clinic
14 about investigations, complaints/claims, sanctions and/or other
15 disciplinary proceedings (collectively, "proceedings") that will impact
16 a provider's ability to provide care to patients of the Clinic, bill for
17 services provided to patients or pertain to care provided by the
18 provider to Clinic patients. Such proceedings include: (i) those
19 initiated by a peer review organization; (ii) an auditor or federal,
20 state or local agency/Medical Board; (iii) a commercial or
21 government payor; or (iv) a claim of medical malpractice relating to
22 care provided by the provider to a Clinic patient; or,

23
24 **4.** The provider fails to immediately (within twenty-four (24) hours from
25 the provider's first knowledge of the event) inform the Clinic about
26 any threatened, proposed or actual exclusion, restriction,
27 suspension, probation, loss of billing privileges or sanction from any
28 federally-funded health care program, including Medicare and
29 Medicaid; or,

- 1 **5.** The provider is convicted of either (1) any offense punishable as a
2 felony, or (2) any offense punishable as a gross misdemeanor that
3 also tends to injure the reputation of the Clinic as reasonably
4 determined by the Clinic. However, nothing in this provision
5 prevents the Clinic from taking appropriate employment action if a
6 provider is unable to work for an unreasonable duration of time (e.g.,
7 a time period that exceeds sixty (60) days all of which will be treated
8 as an unpaid personal leave of absence) due to a criminal charge
9 which has not yet been adjudicated. If the provider is separated and
10 their criminal charge resolves with no conviction, the Clinic will
11 return the provider to work if there are open, available positions; the
12 provider will have no loss of unit seniority and will be credited for
13 unit seniority hours, up to one (1) year, that they would have
14 otherwise accrued at their prior FTE had they worked during the
15 time of separation. If the provider returns to work within twelve (12)
16 months following their separation, the provider's original date of hire
17 will be used in accordance with Article 16 - Seniority set forth in this
18 Agreement; or,
19
- 20 **6.** The provider's medical staff privileges (if applicable) at a Providence
21 facility are suspended, restricted, or revoked for a period longer than
22 thirty (30) days or the provider is unable to obtain medical staff
23 privileges at Clinic-affiliated Providence facilities where the Clinic's
24 patients receive care; or,
25
- 26 **7.** The provider is abusing or misusing drugs (either illegal drugs or
27 prescription drugs in a manner other than as prescribed) in a
28 manner that impacts their work performance, or is impaired by drugs
29 or intoxicants in the workplace; or,

1 **8.** The provider willfully, repeatedly, or flagrantly fails to fulfill the
2 provider's responsibilities to provide professional medical services
3 as described in Article 6.B, Provider's Provision of Patient Services,
4 of this Agreement; or,

5
6 **9.** The provider is terminated or excluded from participation in any
7 government healthcare payor program or commercial payor
8 program in which the Clinic participates.

9
10 **C. Investigatory Interviews.** The Clinic will comply with providers' *Weingarten*
11 rights, which pertain to a provider's right to Union representation during an
12 investigatory interview that may result in discipline for the provider.

13
14 **D. Clinic and Hospital Policies, Rules and Procedures.** Providers must comply
15 with all applicable Clinic and Hospital policies, Provider handbook, rules and
16 procedures for any Hospital in which the provider has privileges. Providers must
17 also comply with the PSJH Compliance Plan and Conflict of Interest Policy.
18 Failure to abide by these policies, rules and procedures may lead to disciplinary
19 action, up to and including, termination from employment.

20
21 **E. No Cause Separation.** Nothing in this Article prevents the Clinic and the
22 provider on mutually agreeing to a no-cause separation under appropriate
23 circumstances. Should this situation occur, the provider will not be entitled to
24 one hundred and twenty (120)-days notice; the terms of such separation will be
25 negotiated between the Clinic and the Union.

26
27 **F. Inability to Perform Essential Functions.** If a provider is unable to perform the
28 essential functions of their job, as reasonably determined by the Clinic, the
29 provider does not qualify for leave under the Clinic's benefit policies, and there
30 are no reasonable accommodations which would enable the provider to perform
31 the essential functions of their job, the parties recognize that the Clinic may
32 separate the provider. In such circumstances, the Clinic will, upon request by the

1 provider, meet with the provider and the Union to discuss the terms of the
2 provider's separation.
3

4 **G. Notice of Resignation.** In the event that a provider wishes to resign from their
5 employment with the Clinic, Nurse Practitioners and Certified Nurse Midwives
6 must give no less than ninety (90) calendar days' written notice of resignation to
7 the Clinic. Physicians must give one hundred and twenty (120) calendar days
8 written notice. The Clinic reserves the right to rescind any approvals for time-off
9 previously given to NPs and CNMs during the last thirty (30) days of this notice
10 period and for Physicians, the last forty-five (45) days of the notice period. The
11 Clinic also has the right to deny new requests for time-off during this notice
12 period. Nothing in the preceding sentence shall prevent a provider from utilizing
13 PTA in the event of an unplanned qualifying event (i.e. illness). Failure to give
14 appropriate notice may, at the Clinic's discretion, make the provider ineligible for
15 rehire. The Clinic will give consideration to situations that would make lack of
16 notice by a provider excusable.
17

18 **H. Performance Improvement Plans and other Progressive Discipline.** The
19 Clinic, at its discretion, has the right to place a provider on a performance
20 improvement plan for unsatisfactory performance. Any such performance
21 improvement plan may, at the discretion of the Clinic constitute progressive
22 discipline under the just cause standard agreed upon by the parties in this
23 Article. If the Clinic decides that the performance improvement plan will
24 constitute progressive discipline, the Clinic will notify the provider prior to
25 meeting with the provider to discuss the specifics of the plan. Further, at its
26 discretion, the Clinic may issue to providers a warning, Memorandum of
27 Expectations, or other form of corrective action, all of which will constitute
28 progressive discipline under the just cause standard agreed upon by the parties.
29 The Clinic is not obligated to issue all of the above types of corrective action
30 before making a decision to terminate the provider. Both parties recognize that
31 the severity of the misconduct will dictate what progressive discipline is
32 appropriate. Disciplinary action will be conveyed in a private manner. A provider
33 will also be permitted to submit to their personnel file a written rebuttal or

1 explanation, which will be included with any documentation of discipline or
2 discharge.

3
4 **I.** After three (3) years, if the provider has not been subject to additional corrective
5 and/or disciplinary action, the provider may submit a written request to the Chief
6 Human Resources Officer requesting that the discipline not be considered for
7 future disciplinary action by the Clinic. The Chief Human Resources Officer has
8 sole discretion to approve or deny this request; however, if this request is
9 granted, the prior corrective and/or disciplinary action may still be considered
10 insofar as evidence that the provider had notice of the rule, policy and/or
11 expectation at issue in the corrective and/or disciplinary action.

12
13 **J. Personnel Files.** A provider may review the contents of their personnel file upon
14 request.

15
16 **K. Exit Interview.** A provider shall, if they so request, be granted an interview upon
17 the termination or resignation of their employment.

18
19 **L. Reports to the State Based Licensing Board/Association.** Under normal
20 circumstances, the Clinic will make a reasonable effort to inform a provider if the
21 Clinic is making an official report about the provider to the relevant state-based
22 Licensing Board/Association. The Union understands that individual employees
23 and/or leaders have the right to make confidential reports to a state Licensing
24 Board/Association and may not inform the Clinic about a report being made; in
25 such circumstances, the Clinic has no obligation to inform the provider. Such
26 reports, made by the Clinic in good faith, shall not be subject to challenge or
27 review under the grievance procedure in this agreement.

ARTICLE 8 – GRIEVANCE PROCEDURE

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

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

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

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

Step 1: Employee and Medical Director/Lead Midwife

If an employee has a grievance, the employee shall present the grievance in writing to the employee’s Medical Director or Lead Midwife and a copy to Human Resources within twenty-one (21) calendar days from the date when the employee became aware or reasonably should have been aware of the event from which the grievance arose. The written statement shall describe the Article of this Agreement allegedly violated, why and how it was violated, and the remedy requested. Upon

1 receipt thereof, the Medical Director or Lead Midwife (or their
2 designee) shall attempt to resolve the problem and shall
3 respond in writing within twenty-one (21) calendar days
4 following receipt of the written grievance.

5
6 **Step 2: Employee and Director**

7 If the matter is not resolved at Step 1, the employee shall
8 present the written grievance and supplemental statement
9 within fourteen (14) calendar days of receiving the Medical
10 Director or Lead Midwife's decision to the Executive Medical
11 Director. The Executive Medical Director (or designee) and the
12 employee shall confer in an attempt to resolve the grievance. A
13 Bargaining Unit Representative and/or the Union
14 Representative may be present, if requested by the employee.
15 The Director (or designee) shall issue a written reply within
16 fourteen (14) calendar days following receipt of the grievance.

17
18 **Step 3: Employee and Chief Human Resources Officer**

19 If the matter is not resolved at Step 2, the employee shall
20 present the written grievance and supplemental statement
21 within fourteen (14) calendar days of receipt of the Step 2
22 response to the Chief Human Resources Officer or designee.
23 Within fourteen (14) calendar days thereafter (which may be
24 extended if the parties are not available to meet), there shall be
25 a meeting with the Chief Human Resources Officer, or
26 designee, the employee and/or the Bargaining Unit
27 Representative and/or a Union Representative. The Chief
28 Human Resources Officer or their designee will issue a
29 response within twenty-one (21) calendar days following the
30 meeting.

Step 4: Arbitration

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

a. Within twenty-one (21) calendar days of notification that the dispute is submitted for arbitration, the Employer and the Union shall attempt to agree on an arbitrator. If the Employer and the Union cannot agree on an arbitrator, a list of seven (7) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator.

b. The arbitrator's decision shall be final and binding on all parties. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement as they may apply to the specific facts of the issue in dispute.

c. Each party shall bear one-half of the fee of the arbitrator and any other expenses jointly incurred incident to the arbitration hearing. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

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

12
13 **F. Withdrawal of the Grievance.** Any disposition of a grievance from which
14 no appeal is properly taken within the time limits specified herein shall be
15 deemed withdrawn and shall not thereafter be subject to the Grievance
16 Procedure. If the Clinic fails to timely respond at Steps 1 - 3 of the
17 grievance process, the Union may advance the grievance to the next step
18 of the grievance process provided that it gives notice to the Clinic within
19 the appropriate timelines set forth in each step.

20
21 **G. Group/Association Grievance.** Any grievance that is filed on behalf of
22 the entire bargaining unit must identify, by name, at least two (2)
23 employees from different clinic locations in the bargaining unit who have
24 been impacted by the alleged violation of the Agreement. Failure to
25 identify at least two (2) employees who have been impacted by the
26 alleged violation will result in treatment of the grievance as an individual
27 grievance. The Union may choose to present a group/Association
28 grievance at Step 1 if the affected providers have the same Medical
29 Director or Lead Midwife. Otherwise, the group/Association grievance will
30 be presented at Step 2.

ARTICLE 9 – PAID TIME AWAY

A. Paid Time Away (PTA) Program. All full-time and part-time providers with a full-time equivalent (FTE) of 0.5 or greater will be eligible to participate in the Clinic's Paid Time Away program. The intent of PTA is to allow providers time-off for vacation, personal days, sick time, or any other reason required by law.

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

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

D. Recording PTA. Providers should only record time away when taken in full day increments.

- 1.** PTA hours taken should reflect the provider's Tier (as defined below and where applicable for OB/GYN Physicians) and/or FTE, and the hours associated with events for physicians is intended to provide a total of 33 days (264 hours) of time-away. For example, if a full-time provider, including an OB/GYN physician with DOD in any Tier, takes one (1) week off from work (to include DOD/MOD events), the provider will use forty (40) PTA hours. If a part-time provider takes one (1) week off from work, the provider will use PTA hours consistent with their FTE, e.g., twenty (20) hours if a .50 FTE. For partial weeks, the provider will use PTA hours equivalent to the portion of their FTE they did not work, e.g., if a full-time Tier 3

provider missed two (2) events during a typical workweek, they would take sixteen (16) hours of PTA.

a. PTA Hour Deductions for Events - OB/GYN Physicians in Tiers 1-3

Tier	12-hr DOD or 24-hr DOD	Clinic/OR days	Events/Week	Hours of PTA per missed Event
Tier 1	2 (12 hr) or 1 (24 hr*)	2	4	10
Tier 2	2 (12 hr) or 1 (24 hr*)	2.5	4.5	9
Tier 3	2 (12 hr) or 1 (24 hr*)	3	5	8

*For the purposes of PTA one (1) twenty-four (24) hour DOD is considered two (2) events.

b. PTA Hour Deductions for Events – GYN-only Physicians

GYN – only Physicians			
24-hour calls	Clinic/OR days	Events/ week	Hours of PTA per event missed
1	4 (3.5 on city call weeks)	5	8

c. Physicians with DOD: For physicians with DOD, PTA is used to cover any missed events including clinic/surgery or DOD. PTA used to cover time-off of DOD events will be reconciled on a quarterly basis. Physicians are expected to take PTA for missed weekly DOD events even if the physician works additional DOD shifts later in the quarter. Only twenty-four hours of DOD shift(s) will be removed per quarter when a physician takes PTA to cover a missed DOD event, regardless of whether PTA is used to cover more than twenty-four hours of DOD shift(s) during that quarter. In a quarter in which at least one week of PTA is used, the DOD shift requirement is reduced from twelve (12) to eleven (11) 24-hour shifts, prorated by FTE. DOD shifts in excess of this amount will be

1 considered as eligible for the extra call incentive set forth in the
2 Compensation Article in this Agreement.

3
4 **E. Rate of Pay.** PTA pay will be at the provider's regular rate of pay. PTA
5 pay is paid on regular paydays after the pay period in which the PTA is
6 used. Advance time away payments are not allowed.

7
8 **F. Scheduling.**

9 **1.** Time away requests should be made as much in advance as
10 possible and approved in accordance with the Clinic's established
11 scheduling processes which currently require that providers submit
12 PTA requests on a specific date prior to creation of the quarterly
13 schedule. The provider will receive an approval or denial of the
14 request on the schedule notification dates established by the Clinic.
15 If the reason for the time away request falls under a federal, state
16 and municipal sick leave law, notice/approval process requirements
17 may vary, and at all times, will conform with applicable law.

18
19 **2.** Providers should use PTA for planned and unplanned time off
20 unless federal, state and/or local laws allow them the choice on
21 whether they want to use their PTA or go unpaid.

22
23 **3.** If more providers at a clinic location request the same dates for PTA
24 during the same PTA scheduling period than the Clinic determines
25 to be consistent with its operating needs, PTA will be awarded in the
26 order of seniority by clinic location (see Article 16 – Seniority). In the
27 event that a provider needs time off for major life events and the
28 Clinic is not able to approve the request for PTA, or the provider
29 requests time away after the scheduling deadline, the provider may
30 seek coverage swaps (provided the leader approves). Further, the
31 provider's leader may, in their discretion, increase the number of

1 providers allowed off, based on the leader's assessment of the
2 Clinic's operational needs.

3
4 **4.** For requests submitted less than one (1) quarter in advance,
5 preference will be in order of the Clinic's receipt of the written
6 requests for providers within the clinic location. All requests will be
7 approved or denied as quickly as possible.

8
9 **5.** The Clinic will make every effort to rotate holiday work equitably
10 based on a combination of factors, including employee preference,
11 and/or holidays worked or not worked over the past two (2) years.
12 The Clinic will announce the holiday schedule as soon as possible,
13 but not less than two (2) quarters prior to the holiday in question.

14
15 **6.** Due to the Clinic's operational needs, providers may be asked to
16 postpone their scheduled PTA days. The Clinic will take all
17 reasonable steps to avoid requiring that providers postpone their
18 scheduled PTA which will include asking for coverage from other
19 providers, including per diem providers and rescheduling non-urgent
20 patient appointments and/or surgeries.

21
22 **7.** In the event a provider has concerns about a perceived pattern of
23 denial of PTA or a specific situation involving denial of their PTA
24 request, the provider is encouraged to discuss their concern(s) with
25 their leader. If the concern has not been resolved, representatives of
26 the Union may raise it with the Task Force.

27
28 **G. PTA in Connection with Short-Term Disability, Workers'**

29 **Compensation & Paid Parental Leave.** PTA can be used to cover the
30 waiting periods for both short-term disability and workers' compensation
31 leaves. PTA can also be used to supplement Oregon Paid Family Leave,
32 short-term disability, workers' compensation benefits or Paid Parental
33 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.

H. Holidays. Providers are required to use PTA for holidays observed by the Clinic unless the provider works on the designated holiday or has met their weekly obligations for events as an OB/GYN or GYN-only physician. If PTA is available, it must be used before unpaid time is reported by that provider. Exempt providers should not use PTA for holidays if they perform any work on the designated holiday. Before working on a designated holiday, providers must obtain prior approval from their leader.

The following are the Clinic's observed holidays, which will be observed on the federally recognized day of observation except when they fall on a Saturday or Sunday. Saturday holidays are observed on the preceding Friday and Sunday holidays are observed on the following Monday.

New Year's Day	Labor Day
Martin Luther King Jr. Day	Thanksgiving Day
Memorial Day	(Day After Thanksgiving Day)*
Independence Day	Christmas Day

*The Day after Thanksgiving is not a recognized holiday by the Clinic. However, the Clinic may decide whether to close clinic locations and/or have reduced services. If the Clinic decides that clinic location(s) will be closed, the same rules regarding Holidays will apply.

- 1. CNMs with MOD Shifts Regularly Scheduled on a Holiday.** CNMs who are regularly scheduled to work MOD on a day of the week which is a holiday that the CNM(s) is not designated to work, may (provided that the clinic location can accommodate the CNM) choose to work an alternate MOD shift during that pay period; in such circumstances, CNMs will not be required to take PTA for the holiday.

1 **2. Nurse Practitioners Regularly Scheduled on a Holiday.** Nurse
2 Practitioners are required to use PTA for holidays observed by the
3 Clinic unless the nurse is scheduled to work subject to the
4 provisions in this section. When an NP is regularly scheduled to
5 work an observed holiday and requests time-off, PTA will be used
6 for the time-off; however, if the NP chooses to work a substitute day
7 during the same pay period as the observed holiday, the NP is not
8 required to use PTA for the holiday. The clinic location manager will
9 work with NPs to ensure that they are able to work a substitute day
10 as described in the previous sentence if they choose; the NP must
11 give the clinic location manager at least one (1) month's advance
12 notice so patient visits may be scheduled for the date that the NP
13 substitutes for the holiday.

14
15 **I. Separation.** PTA is not accrued and is not considered to be a vested
16 benefit that is paid out at the time of the provider's separation.

ARTICLE 10 – HOURS OF WORK AND SCHEDULING

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

B. Physician Hours of Work.

1. OB/GYN. The Clinic reserves the right to schedule OB/GYN physicians for clinic and Doctor of the Day (“DOD”) coverage, consistent with the physician’s FTE. Expected number of clinic/surgery and DOD events will depend on the Tier (set forth in Appendix A) that the physician selects for their work schedule. DOD events will be covered first, and clinic/surgery events will be adjusted based on DOD responsibilities. Extra DOD events will be compensated pursuant to the Compensation Article set forth in this Agreement. For part-time physicians, the hours of work will be prorated based on their FTE. Part-time FTEs and the required number of events will be based on Tier 3 of Appendix A.

2. GYN. The Clinic reserves the right to schedule GYN physicians for clinic and DOD coverage, consistent with the physician’s FTE. A full-time (1.0 FTE) GYN physician’s typical work schedule will consist of three and a half (3.5) days (during city call week) or four (4) days (on non-city call weeks) of clinic/surgery per week and one twenty-four (24) hour DOD shift depending on patient care and/or operational needs, averaged over a quarter. GYN physicians are expected to each cover four (4) twenty-four (24)-hour GYN DOD shifts per month. DOD events will be covered first, and clinic/surgery events will be adjusted based on DOD responsibilities. Extra DOD events will be compensated pursuant to the Compensation article set forth in this Agreement. For part-time GYN physicians, the

required number of events worked during the week depends on their FTE and will be pro-rated based on their FTE.

3. Clinic only OB/GYN. The Clinic reserves the right to create a clinic-only OB/GYN physician position. A full-time (1.0) clinic-only OB/GYN physician will be expected to work in clinic/surgery an average of four (4) or five (5) days per week a portion of which may be dedicated to administrative time, as discussed in Section F.1 below, and is mutually agreed on by the physician and the Clinic. The clinic/surgery-only OB/GYN physician will not be expected to take weekday or weekend DOD shifts. For part-time clinic/surgery-only OB/GYN physician positions, the required number of clinic days per week will be prorated based on their FTE.

4. Clinic Physician. The Clinic reserves the right to schedule the Family Medicine physician for clinic coverage, consistent with the physician's FTE. A full-time (1.0 FTE) Family Medicine with OB physician's work schedule will consist of four (4) or five (5) days of clinic per week, a portion of which may be dedicated to administrative time as discussed in Section F.1 below, depending on the schedule agreed upon by the physician and the Clinic. For part-time Family Medicine physicians, the required number of clinic days worked during the week will be prorated based on their FTE.

5. The Clinic will use its best efforts to give physicians one (1) consistent weekday off per week, provided that it can meet patient care and operational needs; the Clinic cannot guarantee a specific weekday off every week.

6. New physician positions. Should the Clinic decide to create an OB/GYN, GYN-Only and/or Family Medicine OB position that falls within this bargaining unit, e.g., a type of OB/GYN position with different DOD requirements than those set forth in Appendix A, the

1 Clinic will notify the Union at least thirty (30) days in advance before
2 posting the position and will meet to bargain terms and conditions of
3 employment for this position.
4

5 **C. Certified Nurse Midwives (CNMs) Hours of Work.**

6 **1.** The Clinic reserves the right to schedule Certified Nurse Midwives
7 for clinic and Midwife of the Day ("MOD") coverage, consistent with
8 the Midwife's FTE. A full-time (1.0 FTE) CNM (with MOD duties)
9 work schedule is forty (40) hours per week, which will include a
10 combination of clinic days and MOD shifts depending on patient
11 care and/or operational needs. For part-time CNMs, the required
12 number of events (clinic and/or MOD) per workweek will be prorated
13 based on their FTE. The Clinic will use its best efforts to give
14 Midwives one consistent weekday off per week, provided that it can
15 meet patient care and operational needs; the Clinic cannot
16 guarantee a specific weekday off every week.
17

18 **2.** A full-time (1.0 FTE) CNM (without MOD duties) work schedule is
19 forty (40) hours per week in clinic. For part-time CNMs with no MOD
20 duties, the required number of days worked will be prorated based
21 on their FTE. The Clinic will use its best efforts to give Midwives one
22 (1) consistent weekday off per week, provided that it can meet
23 patient care and operational needs; the Clinic cannot guarantee a
24 specific weekday off every week.
25

26 **3.** CNMs may be provided the option to sign up for shifts in addition to
27 their regular workweek. Such additional shifts shall be considered
28 incentive shifts and will be compensated as outlined in Article 14 -
29 Compensation.
30

31 **4.** New CNM positions. Should the Clinic determine the need to create
32 a new CNM position that falls within this bargaining unit, e.g., a type
33 of CNM position with different MOD requirements, the Clinic will

1 notify the Union at least thirty (30) days in advance of posting the
2 position and will meet to bargain terms and conditions of
3 employment for this position.
4

5 **D. Nurse Practitioner (NP) Hours of Work.** The Clinic reserves the right to
6 schedule Nurse Practitioners for clinic coverage, consistent with the
7 Nurse Practitioner's FTE. A full-time (1.0 FTE) NP workweek will be
8 scheduled for at least four (4) days of clinic time each week. For part-time
9 Nurse Practitioners, the required number of days worked per week will be
10 prorated based on their FTE. The Clinic will use its best efforts to give
11 Nurse Practitioners one consistent weekday off per week, provided that it
12 can meet patient care and operational needs; the Clinic cannot guarantee
13 a specific weekday off every week.
14

15 **E. Breaks.** Bargaining unit providers have discretion to take reasonable rest
16 and/or meal breaks at any time during their workday. Providers are not
17 expected to clock in/out for meal breaks. If a provider requires specific
18 times for rest and/or meal breaks, the provider should work with their
19 leader and Clinic manager to create a schedule for such breaks. For
20 providers on DOD/MOD, the provider is encouraged to work with other
21 providers to cover each other for rest and/or meal breaks.
22

23 **F. Types of Events.**

24 1. **Clinic/Surgery Day.** A scheduled clinic/surgery day for Physicians
25 and Certified Nurse Midwives will, on average, include seven (7)
26 hours of scheduled patient visits and/or surgeries in a ten (10) hour
27 period (i.e. "One Event") ; the parties understand that the Clinic
28 cannot control for unanticipated circumstances that result in an
29 extension of time spent for patient care and/or surgeries, e.g.,
30 delays in OR availability and/or unexpected clinical care needs.
31 Scheduled patient/surgery time beyond the normal ten (10) hour
32 schedule would need to be mutually agreed upon by the provider
33 and the Clinic. Physicians and CNMs will have a portion of their non-

1 scheduled time while in clinic/surgery dedicated for administrative
2 tasks. CNMs shall be allotted blocked time during the first twenty
3 (20) minutes of the day, twenty (20) minutes at mid-day, and the last
4 twenty (20) minutes of the day, reserved for administrative tasks
5 relating to patient care. CNMs and clinic managers will work
6 together to create their preferred schedule, which may have different
7 blocked times allotted for administrative tasks relating to patient care
8 and which may be blocked time according to the CNM's preference.
9 Nurse Practitioners' schedule for patient visits will vary depending
10 on the needs of the clinic location and the desires of the Nurse
11 Practitioner(s).

- 12 **a.** The Clinic recognizes that providers have an interest in and
13 important input on the length of typical patient appointments.
14 Both parties recognize that appointments can end earlier or go
15 later than the amount of time allotted on the schedule,
16 depending on the needs of the patient and that technological
17 and/or protocol changes may require that a typical
18 appointment length be modified. The Clinic commits to using a
19 collaborative process with clinic location providers if there is a
20 desire to change the clinic location's typical patient
21 appointment length depending on type of appointment and
22 type of provider. Further, if a clinic location's providers do not
23 agree on changes to typical appointment lengths, the changes
24 may be discussed in the Clinic Resource Committee. If the
25 members of the Clinic Resource Committee do not agree on
26 the change, members' opposing recommendations will be
27 submitted to the PMG-Chief Medical Officer for discussion and
28 resolution. If the PMG-CMO's proposed resolution is still not
29 supported by a majority of the members of the Clinic Resource
30 Committee, the parties to this Agreement will meet and
31 negotiate the impacts of any change. No provision of this
32 Agreement will be re-opened in connection with these
33 negotiations absent mutual agreement by the parties.

1 **2. Doctor of the Day (DOD)/Midwife of the Day (MOD) Event.**

2 DOD/MOD events are those where a physician or CNM is
3 designated to be the available physician or CNM for acute inpatient
4 care and emergency consultation. A physician or CNM who is DOD
5 or MOD has discretion to complete administrative responsibilities,
6 such as necessary charting, during the scheduled event. When a
7 physician or CNM works the night DOD/MOD (either twelve (12)-
8 hour or twenty-four (24) hour), they will not be scheduled to work for
9 twelve (12) hours following the end of the shift. Physicians and/or
10 CNMs, however, may voluntarily elect to be scheduled for work. If a
11 physician and/or CNM does not voluntarily elect to work, they will
12 only be called to work by the Clinic after a night DOD/MOD in the
13 case of an emergency.

14
15 **3. Backup Call.** When used, Backup Call is time when a physician
16 provides emergency backup standby service for the primary
17 physician(s) on DOD. The provider who is designated for Backup
18 Call must be within thirty (30) minutes of the affiliated hospital during
19 this time and must be available to provide patient services as
20 needed.

21
22 **4.** All inpatient work (Surgery, DOD/MOD, and Backup Call) will occur
23 at only one hospital per shift, unless mutually agreed by the provider
24 and the Clinic. Nothing herein is intended to modify current practices
25 for coverage of emergency surgical consultation or outpatient
26 services provided for patients at Providence Milwaukie Hospital.

27
28 **5. Administrative time.** Providers are expected to timely complete
29 patient charts and attend necessary Clinic meetings. Providers are
30 not eligible for additional pay for administrative time spent during
31 their scheduled workdays and/or call; however, a portion of their
32 expected clinic/surgery days will be reserved for administrative time
33 as described in Section F.1 above. Providers may perform patient

1 administrative tasks at work or at home, provided that they adhere
2 to the Clinic's security practices and maintain appropriate patient
3 confidentiality.

4
5 **G. Scheduling.** The Clinic reserves the right to determine the process for
6 scheduling bargaining unit providers. The Clinic will create quarterly
7 schedules and use its best efforts to provide a balanced number of
8 day/nights, weekday/weekend and holiday call shifts. Providers must
9 submit their schedule requests, including preferred days of work, days-off
10 and DOD/MOD coverage requests by specified dates announced in
11 advance by the Clinic. Providers will have an opportunity to review a draft
12 of the schedule and submit change requests on pre-determined dates
13 announced in advance by the Clinic which will occur a minimum of (10)
14 days in advance of the posting of the final schedule. Final schedules will
15 be available for bargaining unit providers at least thirty (30) days in
16 advance of the beginning of the quarter.

17 **1.** Notwithstanding the procedure laid out above, each clinic location
18 has the flexibility to develop their own process for scheduling
19 providers, subject to the following:

20 **a.** The process must be approved by the clinic location manager;

21
22 **b.** There should be a reasonable attempt to give each provider
23 within each applicable discipline an equal amount of day shifts
24 and night shifts per quarter;

25
26 **c.** Provider preference should be taken into account; and

27
28 **d.** After the schedule has been published, shifts may not be
29 moved or changed without prior approval by the provider(s)
30 affected.

1 **2.** After the schedule is posted, providers are permitted to trade
2 scheduled clinic and/or DOD/MOD shifts provided that, in the
3 judgment of the Clinic, patient care and operational needs can be
4 met. Providers are expected to notify the Clinic using the Clinic's
5 specified process if they desire to trade shifts.

ARTICLE 11 – PROFESSIONAL DEVELOPMENT

A. Continuing Medical Education. Providers will complete CME as required by their specialty board (if applicable), State regulating board, and/or stipulated by the appropriate Chief Medical Officer (or designee). The amount of CME funds available, CME leave time, and eligibility for reimbursement will be determined by the Clinic's applicable policies (CME & Dues, Travel Policy, Accounting Policy), which may be amended from time to time in the sole discretion of the Clinic. Amounts listed below will not be reduced during the duration of this Agreement.

1. Regular full time and part-time Physicians will receive six thousand dollars (\$6,000.00) for CME (pro-rated by partial year status), and up to eighty (80) hours per calendar year for CME (pro-rated by partial year status).

2. Regular full-time and part-time Nurse Practitioner receive three thousand five hundred dollars (\$3500.00) and Certified Nurse Midwives receive four thousand five hundred dollars (\$4500.00) for CME (pro-rated by partial year status). In addition, NPs and CNMS receive up to forty (40) hours per year (pro-rated by FTE and partial year status) of CME time, which will not be subtracted from NPs and CNMs' PTA.

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

1 **C. Education Benefit Policy.** All providers may apply for education benefits
2 in accordance with the Clinic's Education Benefit policy, which may be
3 amended, at the Clinic's discretion, from time to time. The policy currently
4 provides up to five thousand two hundred and fifty dollars (\$5,250) in
5 assistance and/or reimbursement for qualifying costs, which include
6 undergraduate/graduate degrees and other professional education
7 programs. Providers are expected to satisfy the specific eligibility
8 requirements set forth in the policy in order to qualify for assistance
9 and/or reimbursement. In the event that the Clinic decides to reduce the
10 benefits provided for in this policy, the Clinic will provide the Union with at
11 least thirty (30) days advance notice, and upon request, meet to discuss
12 impacts to bargaining unit providers. In no case will the benefits provided
13 under the policy be less generous than those provided to non-
14 represented providers employed by Providence Medical Group – Oregon.

ARTICLE 12 – HEALTH & WELFARE BENEFITS

A. Health Benefits. The Clinic 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 Clinic 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 Clinic. 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 Clinic 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 Clinic shall be subject to specific eligibility requirements and plan documents, which may be amended from time to time. Providers will be subject to the same higher income surcharge applicable to other higher income earning caregivers employed by the Clinic.

1. Health Incentive. Should the Clinic decide to change or eliminate the health incentive for future plan years, the Clinic 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.

B. Other Benefits. Providers shall be offered the same benefit options as the Clinic's non-represented caregivers. Some of these benefits are provided at no cost to the provider, 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

- 1 • Dental
- 2 • Vision
- 3 • Health Care FSA
- 4 • Dependent Care FSA
- 5 • Supplemental Life Insurance
- 6 • Voluntary AD&D Insurance
- 7 • Long-Term Disability Buy-Up Insurance

ARTICLE 13 – LEAVES OF ABSENCE

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

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

B. Paid Oregon Family Medical Leave (Paid Leave Oregon), Family and Medical Leave (FMLA) and Oregon Family Leave Act (OFLA). The Clinic will provide Paid Leave Oregon, FMLA and OFLA to its eligible providers in accordance with applicable laws. Permissive and/or required use of paid time-off will be administered in accordance with those laws; however, in no case will a bargaining unit provider be permitted to use paid time accruals if, when coordinated with Paid Leave Oregon, such use would enable the provider to earn more than one hundred percent (100%) of their base pay.

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

8
9 **D. Military Leave.** Military leave will be granted in accordance with
10 applicable federal and state law, and the Clinic's policy applicable to non-
11 represented caregivers of the Clinic. Military leave is unpaid but providers
12 may choose to use PTA while on leave. In the event that the Clinic
13 desires to change/modify its policy, the Clinic will provide at least fourteen
14 (14) days' notice to the Union, and upon request, meet to bargain the
15 impacts of that change.

16
17 **E. Personal Leave.** Providers will receive the same opportunities for
18 personal leave as non-represented caregivers of the Clinic and such
19 leaves will be subject to the Clinic's applicable policy. In the event that the
20 Clinic desires to change/modify its policy, the Clinic will provide at least
21 fourteen (14) days' notice to the Union, and upon request, meet to
22 bargain the impacts of the change. The policy provides:

23 1. Personal leaves of absence without pay may be granted, at the
24 discretion of the Clinic, to regular full-time and/or part-time providers
25 who have been continuously employed at the Clinic for at least six
26 (6) months. Personal leaves cannot exceed six (6) months in a
27 rolling twelve (12) month period, and will not be approved for a
28 provider to work outside of the Clinic and may be canceled at any
29 time if it is determined that the provider is working elsewhere.

30
31 2. A provider is required to use PTA accruals while on a personal
32 leave. Personal leaves of absence will be unpaid after a provider
33 has exhausted all PTA that they are eligible to take. The number of

1 hours of PTA used per week during the leave shall not exceed the
2 number of hours the provider was regularly scheduled to work
3 (FTE). However, the Clinic will make good faith efforts to allow
4 providers to take unpaid leaves of absence to participate in
5 Providence medical missions.
6

7 **3.** The Clinic will make its decision whether to grant or deny a request
8 for leave based on its need to grant providers' requests for PTA,
9 education days or other required leaves of absence as well as the
10 ability of the Clinic to replace the provider for the duration of the
11 leave, including such factors as impact on other providers, cost to
12 the Clinic and impact on patient care. The Clinic may also consider,
13 in consultation with the provider, whether the provider expects to
14 return to their same position, clinic location, shift and schedule. The
15 Clinic may further consider whether it is feasible to post and fill a
16 temporary position to cover for the provider during the leave.
17

18 **4.** A provider who is granted a personal leave may not be able to return
19 to the same position, clinic location, FTE or schedule, and is not
20 guaranteed employment with the Clinic. If the position has been
21 filled a provider may or not may not be offered a similar position at
22 the conclusion of the leave of absence. If the provider has not
23 secured another position at the conclusion of the personal leave of
24 absence, the provider will be considered a voluntary termination.
25

26 **5.** Health and welfare benefits will continue for the first sixty (60) days
27 of the personal leave, and deductions for those benefits will continue
28 while the provider is in paid status. Benefit coverage will be
29 discontinued at the end of the month following the first (60) days of
30 the leave. The provider will be sent COBRA information and can
31 then choose to continue coverage at their own expense.

1 **F. Bereavement Leave.** All benefits eligible providers will receive
2 bereavement leave in accordance with the Clinic's bereavement leave
3 policy. The policy currently-provides up to twenty-four (24) hours with pay
4 in the event of the death of an immediate family member or up to forty
5 (40) hours with pay in the event of the death of the caregiver's spouse,
6 domestic partner or child. Additional unpaid time off and/or paid time off
7 for bereavement leave may be authorized by the provider's core leader. If
8 leave is needed due to the death of a person who does not qualify as an
9 immediate family member, PTA or unpaid time off may similarly be
10 authorized by a provider's core leader. For purposes of bereavement
11 leave, "immediate family" includes current spouse or domestic partner,
12 child, parent, sibling, stepparent, stepchild, stepsibling, grandparent or
13 grandchild, a person who stood in loco parentis (legal responsibility of a
14 person to take on the functions and responsibilities of a parent) or current
15 in-law relationships through marriage or partnership. Providers are
16 encouraged to be mindful of Oregon's leave protections under OFLA in
17 the event that the death of a family member as described herein requires
18 a provider to travel long distances. When OFLA applies, OFLA and the
19 bereavement leave provided for by this Article will run concurrently. In the
20 event the Clinic desires to change/modify its policy, the Clinic will provide
21 at least fourteen (14) days' notice to the Union, and upon request, meet to
22 bargain the impacts of the change.

23
24 **G. Jury Duty and Witness Leave.** To support providers in meeting their
25 civic responsibilities as jurors and witnesses, providers will receive the
26 same jury duty and witness leave as non-represented caregivers of the
27 Clinic. Providers must notify managers as soon as they are aware that
28 they have been called for jury duty or subpoenaed and must be able to
29 provide documentation of the need for leave upon request. The policy
30 currently provides that jury duty/witness leave is paid at the provider's
31 regular hourly rate for any scheduled hours of work while serving on a
32 jury or as a witness subject to certain exceptions in the policy, up to a
33 maximum of four (4) weeks of absence from scheduled work in a

1 calendar year. Providers may keep any fees received for jury duty or
2 witness service (though some courts may require jurors to waive receipt
3 of court fees if compensated by their employer). In the event that the
4 Clinic desires to change/modify its policy, the Clinic will provide at least
5 fourteen (14) days' notice to the Union, and upon request, meet to
6 bargain the impacts of that change.

7 **1. Paid leave for witness services does not apply where:**

8 **a.** The provider is a plaintiff, member of a class, or defendant in
9 the legal proceeding; or,

10
11 **b.** The provider is testifying in the proceeding for a fee, as an
12 expert witness.

13
14 **c.** In these instances, the provider may use available PTA or take
15 the time off unpaid.

16
17 **H. Education Leave.** Providers will receive the same educational leave as
18 non-represented caregivers of the Clinic. Core leaders approve or deny
19 the request at their discretion, balancing the needs of the provider and the
20 organization.

21
22 **I. Short-Term Disability Benefits.** Providers will be eligible to participate in
23 the Clinic's short-term disability benefit program on the same basis as
24 other caregivers of the Clinic. Participation shall be subject to specific
25 plan eligibility requirements and timely submission of benefit election.
26 Short-term disability benefits will be coordinated with any eligible
27 pay/benefits available through city, state or federal leave programs.
28 Within thirty (30) days of ratification of this Agreement, the Clinic will
29 prepare a document that describes for providers how Paid Leave Oregon

1 and the Clinic's short-term disability program works together for purposes
2 of pay during a provider's qualifying short term disability leave of
3 absence; this document will be updated, as necessary, when there are
4 changes to Paid Leave Oregon benefits or the Clinic's short-term
5 disability program.

6
7 **J. Paid Parental Leave Benefits.** Providers will be eligible to participate in
8 the Clinic's paid parental leave program on the same basis as other
9 caregivers of the Clinic. Participation will be subject to specific plan
10 eligibility requirements and timely submission of benefit election. Paid
11 parental leave benefits will be coordinate with any eligibility pay/benefits
12 available through city, state or federal leave programs. Within thirty (30)
13 days of ratification of this Agreement, the Clinic will prepare a document
14 that describes for providers how Paid Leave Oregon, and the Clinic's paid
15 parental leave benefit works together for purposes of pay during a
16 provider's qualifying parental leave; this document will be updated, as
17 necessary, when there are changes to Paid Leave Oregon benefits or the
18 Clinic's paid parental leave benefit.

19
20 **K. Use of PTA During an Unpaid Leave.** Where consistent with applicable
21 laws and the specific provisions of this Article, a provider on an approved
22 leave will be expected to use PTA during a leave without pay. PTA time
23 will be coordinated with other benefits (if any), including Oregon Paid
24 Family Leave benefits and the Clinic's short-term disability and/or
25 parental leave benefits. The number of hours of PTA used per week
26 during the leave shall not exceed the provider's weekly salary and FTE.
27 Further, when coordinated with other benefits, PTA used per week to "top
28 off" such benefits may not exceed the provider's weekly salary and FTE.

ARTICLE 14 – COMPENSATION

A. Payment of Salary. Providers' base salary will be paid out in equal

amounts through regular payroll for professional medical services

personally provided by providers. Providers are expected to meet any

documentation and other requirements necessary to be billed by

Providence to payers, patients or other responsible third parties.

B. Effective Date of Wage Increases. Any wage increases provided for in

this Agreement will take effect on the first full payroll period following the

date the increase is scheduled to occur. For example, if an increase is

scheduled to occur on Wednesday May 1st (the middle of a pay period),

the increase would be reflected in providers' base salary beginning the

next pay period.

C. Compensation Reconciliation. Due to legal and regulatory

requirements, the parties to this Agreement understand that it is very

important for the Clinic 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

Clinic any actual or expected overpayment or underpayment received and

must reimburse the Clinic for any overpayment received.

D. Salaries for Bargaining Unit Providers.

1. Pro-Rating Salaries. Annual salaries will be pro-rated based on

FTE and partial year status.

2. Fair Market Value and Commercial Reasonableness. The

compensation for bargaining unit providers must, in the sole

judgment of the Clinic, be deemed consistent with fair market value

and commercial reasonableness. Upon request by the Union, the

Clinic will provide the Union with information about market benchmarks for providers in this bargaining unit and meet to discuss its conclusions regarding benchmarks.

3. Physician Compensation.

a. OB/GYN Physicians. Full-time (1.0) OB/GYN physicians will be paid in accordance with Appendix A, based on their selection.

i The Clinic will, for July 1, 2025, pay at least a 2.0% increase to OB/GYNs' Base salary.

ii For July 1, 2026, the Clinic will pay at least a 3.0% increase to OB/GYNs' Base salary.

b. GYN Physicians. Full-time (1.0) GYN physicians will be paid an annual salary of two hundred and eighty five thousand dollars (\$285,000) ("Base Salary").

i Effective the second full payroll period following the date of ratification, GYN-only Physicians will be paid in accordance with Appendix A.

ii For July 1, 2025, the Clinic will pay at least a two percent (2.0%) increase to GYN Physician's Base Salary.

iii For July 1, 2026, the Clinic will pay at least a three percent (3.0%) increase to GYN Physicians' Base salary.

c. Clinic or Clinic/Surgery-only OB/GYN Physician. Full-time Clinic or Clinic/Surgery-only OB/GYN physicians will be paid an annual salary of two hundred and sixty five thousand dollars (\$265,000) ("Base Salary"). If a Clinic or Clinic/Surgery

only OB/GYN currently makes more or has already been offered more than the annual salary set forth in this Agreement, that Clinic or Clinic/Surgery only OB/GYN will be red-circled and their pay will not be reduced. Clinic or Clinic/Surgery only OB/GYNs will only be considered if they have at least fifteen (15) years practicing as an OB/GYN with the Clinic.

- i The Clinic or Clinic/Surgery-only OB/GYN physician(s) will be eligible for the same percentage increases as OB/GYN physicians with DOD responsibilities unless the Clinic or Clinic/Surgery-only OB/GYN is red-circled.

d. Family Practice/OB Physician. Currently, the Clinic employs a Family Medicine physician with OB. This physician will be paid an annual salary of two hundred and forty-five thousand dollars (\$245,000) (pro-rated by FTE) ("Base Salary").

- i Effective the second full payroll period following ratification, this physician's annual Base Salary will be increased by three percent (3.0%).

- ii The Clinic will, for July 1, 2025, pay at least a two percent (2.0%) increase to Family Medicine with OB physician's Base Salary.

- iii For July 1, 2026, the Clinic will pay at least a three percent (3.0%) increase to the Family Medicine physician with OB's Base Salary.

e. Value Based Incentive Compensation. OB-GYN with DOD Physicians and Gyn-only Physicians will be eligible for Value Based Incentive (VBI) Compensation up to twenty thousand dollars (\$20,000) (FTE adjusted) on an annual basis if physicians satisfy certain criteria established by the Clinic. Any

changes to incentive criteria will be discussed at the Clinic Resource Committee. If the Committee cannot agree on the proposed changes, the dispute will be escalated to the Chief Executive of PMG-OR, who will consider the recommendations from the provider and Clinic-appointed members of the Committee and make a final decision. The Clinic, in its sole judgement, shall determine physicians' performance and satisfaction of the VBI criteria; grievances about this issue shall not be subject to arbitration. 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. During the life of this Agreement, the Clinic reserves the right to increase the aforementioned VBI Compensation, in which case the Clinic will provide at least thirty (30) days advance notice to the Union, and upon request, meet to discuss the change.

f. Excess DOD Coverage Incentive Compensation for OB/GYN Physicians. If a physician volunteers to take greater than an average of four (4) DOD shifts (1 DOD shift = 24 hours) per month, the physician will be compensated as follows:

1. Westside Primary/1st OBGYN DOD:

- (i) \$4,000.00 per twenty-four (24) hour shift, and;
- (ii) \$2,000.00 per twelve (12) hour shift.

2. Westside second DOD (covering GYN-only):

- (i) \$2,000 per twenty-four (24) hour shift and;
- (ii) \$1,000 per twelve (12) hour shift.

1 **3. Eastside DOD:**

- 2 (i) \$3,000 per twenty-four (24) hour shift (1 DOD shift)
- 3 and;
- 4 (ii) \$1,500.00 per twelve (12) hour shift (1/2 DOD
- 5 shift).

6

7 To be eligible for this extra compensation, physicians must

8 provide DOD coverage for a minimum of a twelve (12) hour

9 shift. Compensation for extra DOD shifts will be reconciled and

10 paid quarterly. The Clinic reserves the right to adjust excess

11 DOD coverage incentive compensation. During the life of this

12 Agreement, the Clinic affirms it will not decrease Excess DOD

13 Coverage Incentive compensation for OB/GYN physicians.

14

15 **g. Back-up Call Coverage for OB/GYN Physicians.** When used,

16 back-up call coverage is shared and paid as part of OB/GYN

17 physician's regular salary.

18

19 **h. Per Diem Rate for OB/GYN Physicians.** Per diem OB/GYN

20 Physicians will receive the following hourly rate for shift

21 coverage: one hundred and seventy dollars (\$170.00) per

22 hour. This hourly rate will be subject to the same percentage

23 increases as regular full and/or part-time OB/GYN Physicians.

24

25 **i. Per Diem Rate for GYN-Only Physicians.** Per diem GYN-Only

26 Physicians will receive the following hourly rate for shift

27 coverage: one hundred and fifty five dollars (\$155.00) per

28 hour. This hourly rate will be subject to the same percentage

29 increases as regular full and/or part-time GYN-Only

30 Physicians.

j. Extra Clinic/Surgery Days. When mutually agreed upon, OBGYN physicians with DOD may work additional clinic/surgery days beyond their regular FTE (defined on average, seven hours of patient appointments/surgery time). Physicians will be eligible to receive an additional one thousand and four hundred dollars (\$1,400.00). Payments for extra clinic/surgery days will be made quarterly.

4. Nurse Practitioner Compensation.

a. Base Salary and Quality Bonus. Full-time (1.0) Nurse Practitioners are eligible for the following base salary and quality bonuses:

Tier	NP Experience	Hourly Rate	Base	Quality	Total Opportunity
Tier 1	Licensed <2 years	\$63.73	\$132,558.40	\$7500	\$140,058.40
Tier 2	Licensed 2 up to 5 years	\$67.62	\$140,649.60	\$7500	\$148,149.60
Tier 3	Licensed 5 up to 8 years	\$69.00	\$143,520.00	\$7500	\$151,020.00
Tier 4	Licensed 8 up to 12 years	\$70.39	\$146,411.20	\$7500	\$153,911.20
Tier 5	Licensed 12 up to 16 years	\$72.05	\$149,864.00	\$7500	157,364.00
Tier 6	Licensed 16+ Years	\$73.80	\$153,504.00	\$7500	\$161,004.00

b. Annual Adjustment to Compensation.

- i The Clinic will, within two pay periods of ratification, 2025, guarantee a two percent (2.0%) increase for NPs at Tiers 1-3, and a two-point two five percent (2.25%) increase for NPs at Tiers 4-6.
- ii For July 1, 2025, the Clinic will guarantee a two-point two five percent (2.25%) increase to NPs' Base Salary.

1 iii For July 1, 2026, The Clinic will guarantee at least a
2 three and a half percent (3.50%) increase to NPs' Base
3 Rate.
4

5 c. Determination of Amount of Quality Bonus. The Clinic, in its
6 sole discretion, shall determine Nurse Practitioners'
7 performance and satisfaction of quality bonus criteria;
8 grievances about this issue shall not be subject to arbitration.
9 Effective two full payroll periods following the ratification of this
10 Agreement, NPs' QI Bonus will be reduced to seven thousand
11 five hundred (\$7,500), and the difference between twelve
12 thousand (\$12,000) and seven thousand five hundred (\$7,500)
13 will be converted into NPs' base rate. Any changes to incentive
14 criteria will be discussed at the Clinic Resource Committee.
15 Incentive criteria will be developed together with the Resource
16 Committee and will be expected to be readily achievable by all
17 NPs. If the Committee cannot agree on the proposed changes,
18 the dispute will be escalated to the Chief Executive of PMG-
19 OR, who will consider the recommendations from the provider
20 and Clinic-appointed members and make a final decision.
21 Nurse Practitioners' quality bonuses will be evaluated and paid
22 out on a quarterly basis, no later than ninety (90) days after the
23 data relating to such bonuses has become available. To be
24 eligible for the quality bonus, the Nurse Practitioner must be
25 employed on the date the payment is scheduled to occur.
26 Nurse Practitioners who resign or are terminated before the
27 date of payment will not be eligible. During the life of this
28 Agreement, the Clinic reserves the right to increase the
29 aforementioned Quality Bonus, in which case the Clinic will
30 provide at least thirty (30) days advance notice to the Union,
31 and upon request, meet to discuss the change.

d. Per Diem Rate for Nurse Practitioners. Per diem Nurse Practitioners will receive an hourly rate which is equivalent to the rate for Tier 6 in the table above + 25%. The Clinic has the right to increase this hourly rate. In the event that the Clinic decides to increase these rates, the Clinic 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.

5. Certified Nurse Midwife Compensation.

a. Base Salary for CNMs with MOD. Full-time (1.0) CNMs are eligible for the following base salary and Value Based Incentive/Quality bonuses (pro-rated for FTE and partial-year status):

Tier	CNM with Call Coverage Experience	Hourly Rate	Base	Quality	Total Opportunity
Tier 1	Licensed <2 years	\$67.98	\$141,398.40	\$7500	\$148,898.40
Tier 2	Licensed 2 up to 5 years	\$71.85	\$149,448.00	\$7500	\$156,948.00
Tier 3	Licensed 5 up to 8 years	\$73.22	\$152,297.60	\$7500	\$159,797.60
Tier 4	Licensed 8 up to 12 years	\$74.62	\$155,209.60	\$7500	\$162,709.60
Tier 5	Licensed 12 up to 16 years	\$76.28	\$158,662.40	\$7500	\$166,162.40
Tier 6	Licensed 16+ Years	\$78.13	\$162,510.40	\$7500	\$170,010.40

b. Annual Adjustment for CNMs with MOD.

- i The Clinic will, effective no later than two full payroll periods following ratification, increase the base salary for CNMs with call coverage responsibilities in Tiers 1-3 by five percent (5%); Tiers 4-6 will receive six and a half

1 percent (6.5%). In addition, the Clinic will, for July 1,
2 2025, guarantee at least a four and a half percent
3 (4.5%) increase to CNMs' Base Salary for CNMs at
4 Tiers 1-3, and a five and a quarter percent (5.25%)
5 increase for Tiers 4-6.

6
7 ii For July 1, 2026, the Clinic will guarantee at least a
8 three and a half percent (3.50%) increase.

9
10 c. Value Based Incentive/Quality Compensation for CNMs with
11 MOD Duties. CNMs with MOD duties will be eligible for Value
12 Based Incentive/Quality Bonus Compensation up to seven
13 thousand five hundred dollars (\$7,500) (FTE and partial year
14 status adjusted) on an annual basis if CNMs satisfy certain
15 criteria established by the Clinic. Effective two full payroll
16 periods following ratification, the difference between twelve
17 thousand dollars (\$12,000) and seven thousand five hundred
18 dollars (\$7,500) will be converted into CNMs' base salary rate.
19 Any changes to incentive criteria will be discussed at the Clinic
20 Resource Committee. Incentive criteria will be developed
21 together with the Resource Committee and will be expected to
22 be readily achievable by all CNMs. If the Committee cannot
23 agree on the proposed changes, the dispute will be escalated
24 to the Chief Executive of PMG-OR, who will consider the
25 recommendations from the provider and Clinic-appointed
26 members and make a final decision. The Clinic, in its sole
27 discretion, shall determine CNMs' performance and
28 satisfaction of the VBI criteria; grievances about this issue
29 shall not be subject to arbitration. VBI compensation shall be
30 evaluated and paid out on a quarterly basis, no later than
31 ninety (90) days after the incentive data has become available.
32 In addition, to be eligible for VBI compensation, the CNMs
33 must be employed on the date the payment is scheduled to

1 occur. CNMs who resign or are terminated before the date of
2 payment will not be eligible. During the life of this Agreement,
3 the Clinic reserves the right to increase the aforementioned
4 VBI/Quality Compensation, in which case the Clinic will
5 provide at least thirty (30) days advance notice to the Union,
6 and upon request, meet to discuss the change.

7
8 **d. Compensation for Extra Shift Coverage for CNMs with Call**
9 **Coverage Duties.** If a CNM volunteers to provide additional
10 shift coverage of four (4), eight (8), twelve (12) or twenty-four
11 (24) hours in excess of their FTE and regularly scheduled
12 clinic and call shifts, the CNM will receive incentive bonus
13 compensation equivalent to Tier 6+ an additional \$6.06 per
14 hour. Compensation for extra call shifts will be reconciled and
15 paid each pay period. The Clinic reserves the right to adjust
16 the compensation for extra shift coverage for CNMs. During
17 the life of this Agreement, the Clinic affirms it will not decrease
18 Extra Shift Coverage compensation for CNMs, provided that it
19 remains consistent with fair market value and commercial
20 reasonableness.

21
22 **e. Base Salary for CNMs with No Call Coverage Duties.** Full-time
23 (1.0) CNMs are eligible for the following base salary and Value
24 Based Incentive/Quality bonuses (pro-rated for FTE and
25 partial-year status):

Tier	CNM (Outpatient Only) Experience	Hourly Rate	Base	Quality	Total Opportunity
Tier 1	Licensed <2 years	\$63.73	\$132,558.40	\$7500	\$140,058.40
Tier 2	Licensed 2 up to 5 years	\$67.62	\$140,649.60	\$7500	\$148,149.60
Tier 3	Licensed 5 up to 8 years	\$69.00	\$143,520.00	\$7500	\$151,020.00
Tier 4	Licensed 8 up to 12 years	\$70.39	\$146,411.20	\$7500	\$153,911.20
Tier 5	Licensed 12 up to 16 years	\$72.05	\$149,864.00	\$7500	\$157,364.00
Tier 6	Licensed 16+ years	\$73.80	\$153,504.00	\$7500	\$161,004.00

f. Annual Adjustment for CNMs-Outpatient Only.

i The Clinic will, for effective two full pay periods following ratification, guarantee at least a two percent (2.0%) increase to CNMs' (Outpatient only) Base Salary for those at Tiers 1-3, and a two and a quarter percent (2.25%) increase for those at Tiers 4-6. For July 1, 2025, the Clinic will guarantee another 2.25% increase to CNMs (Outpatient only) Base Salary.

ii The Clinic will for July 1, 2026, guarantee at least a three and a half percent (3.50%) increase to CNMs' (Outpatient Only) Base Salary.

g. Value Based Incentive/Quality Compensation for CNMs Outpatient Only. CNMs Outpatient Only will be eligible for Value Based Incentive/Quality Bonus Compensation up to seven thousand five hundred dollars (\$7,500) (FTE and partial year status adjusted) on an annual basis if CNMs satisfy

1 certain criteria established by the Clinic. Effective two (2) full
2 payroll periods following ratification, the difference between
3 twelve thousand dollars (\$12,000) and seven thousand five
4 hundred dollars (\$7,500) will be converted into CNMs' base
5 salary rate. Any changes to incentive criteria will be discussed
6 at the Clinic Resource Committee. Incentive criteria will be
7 developed together with the Resource Committee and will be
8 expected to be readily achievable by all CNMs. If the
9 Committee cannot agree on the proposed changes, the
10 dispute will be escalated to the Chief Executive of PMG-OR,
11 who will consider the recommendations from the provider and
12 Clinic-appointed members and make a final decision. The
13 Clinic, in its sole discretion, shall determine CNMs'
14 performance and satisfaction of the VBI criteria; grievances
15 about this issue shall not be subject to arbitration. VBI
16 compensation shall be evaluated and paid out on a quarterly
17 basis, no later than ninety (90) days after the incentive data
18 has become available. In addition, to be eligible for VBI
19 compensation, the CNMs must be employed on the date the
20 payment is scheduled to occur. CNMs who resign or are
21 terminated before the date of payment will not be eligible.
22 During the life of this Agreement, the Clinic reserves the right
23 to increase the aforementioned VBI/Quality Compensation, in
24 which case the Clinic will provide at least thirty (30) days
25 advance notice to the Union, and upon request, meet to
26 discuss the change.

1 **h. Per Diem Rate for CNMs (Outpatient Only).** Per diem CNMs
2 (Outpatient only) will receive an hourly rate that is equivalent to
3 the hourly rate at Tier 6 set forth in the tables above + 25%.
4 The Clinic has the right to increase this hourly rate. In the
5 event that the Clinic decides to increase these rates, the Clinic
6 will provide thirty (30) days advance notice to the Union, and
7 upon request by the Union, will meet to discuss the effects of
8 the change.

ARTICLE 15 – RETIREMENT

A. Providers will participate in the Clinic’s plans in accordance with their terms except as modified by this Agreement.

B. At the time of ratification, the retirement plans include:

1. The 401(k) plan; and

2. The 457(b) plan.

C. The Clinic shall not reduce the benefits provided in such plans unless required by the terms of a state or federal statute during the term of this Agreement.

D. The Clinic may from time to time amend the terms of the plans described in this Article, except (1) as limited by C above and (2) that coverage of providers under B above shall correspond with the terms of coverage applicable to a majority of Clinic employees.

ARTICLE 16 – SENIORITY AND JOB POSTING

A. Continuous Employment Defined. Continuous employment means the period of time the bargaining unit provider has been employed by the Clinic.

1. Return within twelve (12) months after resignation. When a provider resigns their position and is rehired within twelve (12) months of their resignation date, their original hire date with the Clinic will be used for time-off accruals, retirement service credit and seniority.

2. Return within twelve (12) months after reduction in force. If a provider is rehired within twelve (12) months following a reduction in force, their original hire date with the Clinic will be used for time-off accruals, retirement service credit and seniority of the provider.

B. Seniority. Seniority shall mean the length of continuous regular full or part-time employment in a bargaining unit position within the Clinic. The bargaining unit was certified on April 26, 2023. Per diem physicians shall accrue the equivalent of a .2 FTE of Seniority each year they are employed by the Clinic. Per diem Nurse Practitioners and Certified Nurse Midwives shall accrue the equivalent of .4 FTE of seniority each year they are employed by the Clinic. Upon request but no more than quarterly, the Clinic will provide a copy of the seniority list to the Union. In the event that there is a decision that requires consideration of seniority, and seniority between providers is the same, the Clinic will consider the provider who has been employed by the Clinic for the longest continuous period of time to be the most senior.

1. Effect of Move to Non-Represented Position. In the event a provider moves to a non-represented position, but remains with the Clinic, and then returns to a represented position, their seniority will be considered that time which they worked in the represented position less the amount of time worked in the non-represented position.

1 **C. Applying for Open Positions/Vacancies.** When the Clinic intends to fill
2 a vacancy within the bargaining unit, it will post the open position using its
3 system of record for open positions. A provider who desires to fill such
4 vacancy may apply in writing using the Clinic's electronic application
5 system. The Clinic affirms that it will not fill the position with an external
6 applicant until at least seven (7) days have passed after the posting of the
7 position so that internal applicants can decide whether to submit their
8 application. If the bargaining unit provider's skills, competence,
9 qualifications, performance and education are equal to those of external
10 applicants, the bargaining unit provider (including per diem providers) will
11 be given preference for the open position. In cases where multiple
12 bargaining unit providers apply to an open position, the most senior
13 internal applicant will be given preference for the open position, provided
14 that in the Clinic's judgment, the internal applicant's competence,
15 qualifications, performance and education are equal, and all patient care
16 and business needs can be met.

17
18 **D. Voluntary Changes in FTE Status.** Once per quarter on a date
19 designated by the Clinic after the ratification of this Agreement, a provider
20 may request modification to their FTE status by submitting their request in
21 writing to their Medical Director (for OB/GYNs and NPs) or Lead Nurse
22 Midwife (for Nurse Midwives). The Clinic expressly reserves the right to
23 approve or deny a provider's request to modify their FTE and to
24 determine the date that the modification will go into effect. In the case of
25 multiple requests to change FTE status which, in the determination of the
26 Clinic cannot all be approved, the most senior provider's request to
27 modify their FTE will be granted, provided that, in the opinion of the Clinic,
28 operational and patient care needs can be met.

ARTICLE 17 – REDUCTION IN FORCE

A. Definition of a Reduction in Force. A reduction in force is defined as a mandatory reduction in the number of regular full- and/or part-time bargaining unit providers employed by the Clinic or a mandatory reduction in FTE that results in the change of a provider's benefits eligibility. Voluntary reductions in FTE or temporary consolidations of clinic locations of less than one (1) year will not be considered a reduction in force. Per diem providers are not covered by the process set forth in this Article. The Clinic may choose to not schedule a per diem employee at the Clinic's discretion.

B. Seniority Lists. For a reduction in force, OB/GYNs shall be considered a single seniority list, GYN physicians will be considered a single seniority list and family practice physicians with OB shall be considered a single seniority list. Nurse Practitioners shall be considered a single seniority list. Nurse Midwives shall be considered a single seniority list.

C. Notice. If the Clinic determines that a reduction in force as defined in section 1 of this Article is necessary, the Clinic will provide one hundred twenty (120) days' notice to the Union and the regular full and/or part-time impacted provider(s) concurrently. Provided that skill, competence, performance, qualifications and needs of the Clinic are equal in the judgment of the Clinic, the least senior provider(s) will be impacted. The notice period will include a minimum of sixty (60) days of paid administrative leave, which is intended to serve as severance for the provider. At the Clinic's discretion, the provider(s) identified to be impacted by the reduction in force may be placed on paid administrative leave during the entirety of the one hundred and twenty (120) days' notice period.

1. **Notice of Open Positions.** The Clinic will provide the Union and the impacted provider(s) with a list of open positions at the Clinic. An "open position" is any position, including per diem positions, for

1 which the Clinic is still accepting applications, and the Clinic will use
2 reasonable efforts to ensure that impacted providers are able to
3 apply for such open positions before an offer is extended to an
4 external applicant. An impacted provider may apply for any such
5 open positions. The Clinic has sole discretion to determine whether
6 the provider is qualified for any open position to which the provider
7 applies, and the impacted provider will be given preference over
8 external applicants consistent with the Vacancies provision in the
9 Seniority Article of this Agreement.

10
11 2. Discussion with Union. Upon notice to the Union, representatives of
12 the Clinic and Union will meet to discuss scope of the reduction and
13 the likely impacted clinics and positions as well as options for
14 voluntary lay-offs (including requests for voluntary layoff), reduction
15 of the scheduling of per diem providers, conversion from regular
16 status to per diem provider, and FTE reductions (full-time providers
17 going to part-time status). In addition, if the Employer believes that
18 consideration of providers' skills, competence, performance and
19 qualifications will lead to layoff of a more senior provider, the
20 Employer will notify the Union and upon request, discuss its reasons
21 for the selection. The Employer will consider the options suggested
22 by the Union but will not be required to implement the suggested
23 options.

24
25 **D. Recall.** A provider who is subject to a reduction in force will be placed on
26 a reinstatement roster for a period of six (6) months, provided that the
27 provider notifies in writing the Clinic at the time of layoff that they wish to
28 be placed on the reinstatement roster. When vacancies occur at the Clinic
29 following a reduction in force, the Clinic will use its best efforts to notify
30 providers on the reinstatement roster of the opening and providers on the
31 reinstatement roster will be given preference for such vacancies, provided
32 that their skill, competence, performance and qualifications are equal to
33 other applicants for that position. Providers should also sign-up for open

1 position notification alerts. If multiple providers are on the reinstatement
2 roster, they will be given preference by order of seniority, e.g., the most
3 senior provider will have preference before less senior providers.
4 Providers on the reinstatement roster are responsible for monitoring
5 vacancies and at the time of application, must inform the recruiter that
6 they are on a reinstatement roster. If the provider is offered a position and
7 fails to accept the position within ten (10) business days, the provider will
8 be removed from the reinstatement roster. Providers on the reinstatement
9 roster have an obligation to keep their address and phone number up to
10 date.

11
12 **E. Workforce Reorganization.** A workforce reorganization is defined as
13 staffing changes, including mandatory materially significant increases or
14 decreases in FTE status of bargaining unit providers and mandatory
15 changes of clinic locations resulting from the permanent merger or
16 consolidation of two or more clinics. Mandatory materially significant
17 decreases in FTE status mean those changes to FTE that are required by
18 the Clinic which change a provider's benefits eligibility status (in which
19 case the reduction in force process in this Article will apply), or exceed
20 more than a .20 FTE reduction. A mandatory materially significant
21 increase in FTE status is one that exceeds an additional eight (8) hours
22 per week of work. Prior to implementing a workforce reorganization as
23 defined in this section, the Clinic will provide the Union and the impacted
24 provider(s) with concurrent thirty (30) days advance notice, and upon the
25 Union's request, meet with the Union and the impacted provider(s) to
26 discuss impacts. If the workforce reorganization involves mandatory
27 materially significant decreases in FTE status, the least senior provider(s)
28 will be impacted, provided that skills, competence, performance,
29 qualifications and education, and patient care and needs of the Clinic are
30 equal in the judgment of Clinic.

ARTICLE 18 – CLINIC RESOURCE COMMITTEE

A. Clinic Resource Committee (CRC). Within one hundred twenty (120) days of the ratification of this agreement, PWC shall form a new Clinic Resource Committee (CRC) to address workplace issues related to the Clinic's operations.

1. Focus of Committee:

- a.** Appropriate utilization of clinician resources and process improvement;
- b.** Problem solving of clinician workload;
- c.** Clinician work schedules and appointment times.

2. Composition of Committee:

- a.** The Committee shall be composed of two (2) bargaining unit physicians, two (2) bargaining unit Advanced Practice Providers (APPs), and two (2) bargaining unit Registered Nurses (RNs) elected by their Union peers, and six (6) members selected by the Employer including the Director of Clinical Operations (or designee) and the Clinic's Physician Executive. Two physician/APP representatives, representatives will be from an eastside clinic location and two from a westside clinic location. Selection of the RN bargaining unit members is covered in the Agreement that applies to that unit. There shall be two Co-Chairs, one designated by the bargaining unit clinicians and the other designated by the Employer. The Co-Chairs will work together to determine mutually agreeable meeting dates and agenda for the Committee.

1 **b.** The Co-Chairs of the Committee may mutually agree to
2 request other subject matter persons to attend the meeting(s)
3 to provide information to the Committee.
4

5 **3.** Meeting Times. The Committee will meet at least quarterly for up to
6 ninety (90) minutes or otherwise as mutually agreed by the Co-
7 Chairs.
8

9 **4.** Committee Charter. The first order of business for this Committee
10 will be to draft a charter and Committee bylaws.
11

12 **B.** Providers shall be paid at the appropriate rate of pay for time spent at
13 Committee meetings.
14

15 **C.** Any recommendations made by the Committee Clinicians will be advisory
16 only. Nothing in this Article grants participants the right to make changes
17 or vary from the terms of the Agreement.

ARTICLE 19 – TASK FORCE

A. Purpose. The purpose of the Task Force is to discuss contract administration matters and to foster improved communications between the Clinic and the Union. Task Force is advisory. Decisions of the committee shall be made by majority vote.

B. Membership. The Task Force is comprised of one (1) Human Resources representative and up to two (2) additional members of management designated by the Clinic and two (2) providers covered by this Agreement and (1) Union representative to be designated by the Union. 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. The Clinic and the Union will each designate a Co-Chair. Meeting time spent by the two (2) providers will be compensated at the appropriate rate of pay.

C. Meetings. The Task Force shall meet at least once (1) every two (2) months to accomplish its assignment 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 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 Task Force, will be set in advance of the next scheduled date by the Co-Chairs. The Task Force for the Providers Unit may, provided that both Co-Chairs agree, combine its Committee meeting with the RN Unit Committee meeting, if there are issues of shared concern to be discussed. The meetings shall be held virtually unless there is mutual agreement by the Union and Employer to meet in person.

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

ARTICLE 20 – WORKPLACE SAFETY & TECHNOLOGY

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

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

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

C. Mutual Responsibility. Providers and leadership personnel recognize they have a mutual responsibility for promoting safety and health regulations and complying with health and safety practices. These shall include but not be limited to the following:

1. Adherence to Clinic policies and procedures (and applicable Medical Center policies and procedures when performing work in an affiliated Medical Center).
2. Proper use of personal protective equipment and safety devices.

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

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

1. When feasible, providers shall be given the opportunity to provide input whenever new technology affecting the delivery of care is being considered.

2. Providers are encouraged to identify deficits, malfunctions, and/or outdated equipment and bring proposals for new equipment or alterations of current equipment to the clinic location's manager.

3. After having first escalated the matter to the clinic location's manager, concerns regarding equipment may be brought to the Task Force.

E. Workplace Concerns.

1. A provider who has workplace concerns related to their health status will follow the established disability accommodation process by informing their Medical Director (if employee is a Physician or NP) or Lead Midwife (if the employee is a CNM) and leave administrator and will follow organizational policies and procedures.

2. A provider who has concerns about their workplace environment or safety shall inform their Medical Director or Lead Midwife, and escalate pursuant to the below process as needed for review and/or resolution.

- 1 **3.** If the provider's leader fails to resolve a concern about their
2 workplace environment or safety the provider will escalate the
3 matter to the Director of Clinical Operations. Reasonable efforts will
4 be made to reach a resolution, which may include consideration of
5 additional resources, support and/or training, safety measures, a
6 modified or changed assignment or another practical solution.

7
8 **F. Exposure to Communicable Disease in the Workplace.** If a provider is
9 exposed to a serious communicable disease due to a work assignment
10 with an infected patient and is determined by Caregiver Health to have
11 had a high-risk exposure to a disease that would require immunization,
12 testing, or treatment, the provider shall be provided immunization against,
13 testing for, and/or treatment for such communicable disease without cost
14 to the provider.

15
16 **G. Personal Safety.**

- 17 **1.** The Clinic is committed to providing regular and ongoing education
18 and training for providers to promote their personal safety in the
19 workplace setting.
20
21 **2.** The Clinic shall maintain a process for emergency lockdowns and
22 train providers on that process annually. This process will include a
23 communications plan for all clinic locations and will include, but not
24 be limited to, establishing safe zones for providers behind lockable
25 doors. Providers will be made aware of and shown the physical
26 locations of safety features including panic buttons, emergency
27 alarms, and safe zones.
28
29 **3.** Threats to patient or staff member safety will be communicated to
30 leadership and impacted staff in real time or as promptly as
31 possible. Providers shall escalate safety concerns immediately.

- 1 **4.** The Clinic will create an escalation pathway for instances of
2 violence and/or threats of violence. This pathway will be in writing,
3 available at each clinic location, and reviewed annually by the
4 Director of Clinical Operations.
- 5
- 6 **5.** The Clinic will inform interested providers about how to participate in
7 Providence Medical Group – Oregon's workplace violence
8 committee. Any provider who is a member of the committee may
9 place safety issues on the agenda. Task Force may request that
10 workplace violence committee work be placed on the agenda.
- 11 **a.** The Clinic will ensure that the schedule for one (1) provider
12 who is a member of the workplace violence committee is
13 arranged, e.g., clinic time blocked off, to attend committee
14 meetings. If the committee is scheduled on a provider's day
15 off, the provider will not receive additional pay for meeting
16 attendance; however, their pay will not be reduced for any time
17 spent at the meeting.
- 18
- 19 **6.** The Clinic is committed to a safe work environment. As a result, the
20 Clinic will share information about Security Services, other security
21 measures at Task Force.
- 22
- 23 **7.** The Clinic will encourage providers who are victims of assault in the
24 workplace to report the event and will recognize the potential
25 emotional impact. The Employer will follow its established process
26 regarding workplace violence reports.
- 27 **a.** Wellbeing resources are available to clinicians via
28 Providence's caregiver assistance program, the ChooseWell
29 portal, Caregiver Support Sharepoint site (i.e., My Mental
30 Health Matters), and HealthStream, including information and
31 classes about suicide prevention.

- 1 **b.** The Clinic monitors the incidents of reported
2 behavior/combatative persons (code gray), weapons/hostage
3 situations and active threat on campus (code silver), and the
4 reported occurrences of workplace violence. The data will be
5 shared and reviewed with the Task Force as permitted by
6 HIPAA. This data will be used to evaluate training needs.
7
- 8 **c.** A provider who has been assaulted by a patient or patient's
9 visitor will inform the Medical Director or Lead Midwife, and
10 may request not to be assigned the patient as a primary
11 clinician. This request shall be honored unless patient care
12 cannot be maintained (i.e. emergency situation). It shall be the
13 responsibility of the affected provider to inform their Medical
14 Director or Lead Midwife if the provider is unwilling to care for
15 a patient under the provisions of this section.
16
- 17 **H.** The Clinic will explore making PMAB training available to providers or
18 another similar course tailored to the clinic environment.

1 **ARTICLE 21 – EXTINGUISHING INDIVIDUAL EMPLOYMENT AGREEMENTS**

2

3 The parties recognize that the providers covered by this Agreement have

4 elected the Union to represent them in regard to wages, benefits, and other

5 terms and conditions of employment. Effective upon ratification of this

6 Agreement, providers' individual employment agreements will be deemed

7 null and void, except that for any actions and/or omissions pre-dating the

8 extinguishing of the individual employment agreement such as, but not

9 limited to, compensation for hours worked prior to ratification, the rights,

10 obligations, and responsibilities of the parties will be controlled by the terms

11 of the providers' individual employment agreements.

ARTICLE 22 – SEPARABILITY

Should any provision or provisions of this Agreement become unlawful by virtue of separability or by declaration of any court of competent jurisdiction or state, federal, or local government entities through government regulations or decree, 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 Clinic 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.

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ARTICLE 23 – SUCCESSORSHIP

In the event that the Clinic sells a clinic location or the entirety of its business, the Clinic 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.

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ARTICLE 24 – DURATION AND TERMINATION

A. Duration. This Agreement shall be effective as of the date of ratification, except as specifically provided otherwise, and shall remain in full force and effect until December 31, 2026, and annually thereafter unless either party hereto serves notice on the other to amend or terminate the Agreement as provided in this article.

B. Modification. If either party hereto desires to modify or amend any of the provisions of, or to terminate, this Agreement, it shall give written notice to the other party not less than ninety (90) days in advance of December 31, 2026, or any December 31 thereafter that this Agreement is in effect.

IN WITNESS WHEREOF, the Clinic and Association have executed this Agreement as of this: Tuesday, April 8, 2025.

PROVIDENCE WOMEN’S CLINIC

Marilyn Fultz
Marilyn Fultz

Benjamin LeBlanc, M.D.
Ben Leblanc, M.D., Chief Executive
Providence Medical Group – OR.

OREGON NURSES ASSOCIATION

Hayley Hirt, CNM
Hayley Hirt, CNM

Jazmyne Hutchinson, RN
Jazmyne Hutchinson, RN

Christina Malango, RN
Christina Malango, RN

Dr. Charlie Saltalamacchia
Dr. Charlie Saltalamacchia

Heather Wilson, CNM
Heather Wilson, CNM

Dr. Diana Gill
Dr. Diana Gill

Shawna Meechan
Shawna Meechan, ONA Representative

APPENDIX A – OB/GYN WITH DOD AND GYN-ONLY

A Tier System. OBGYN physicians have three (3) options to retain an FTE of 1.0. Base salary is related to the number of Clinic/Surgery events per week, averaged over a quarter. OBGYN physicians with an FTE of less than 1.0 will have their obligations and salary prorated based on Tier 3 obligations.

1. Physicians may, not more than one (1)-time each year, change their tier. Such selection must occur at least six (6) months in advance of the schedule where the change in tier will take effect.

B Event Obligations.

Tiers*	Clinic Days/Week	Quarterly 12-Hour Call Shift Requirements
1	2	24
2	2.5	24
3	3	24

C Tier Eligibility.

1. All Board Eligible OBGYN physicians are required to fulfill Tier 3 obligations to maintain a 1.0 FTE.
2. Physicians are only eligible for Tier 2 after they have become Board Certified and have three (3) years of post-residency experience.
3. Physicians are only eligible for Tier 1 after five (5) years of post-residency experience and Board Certification.

D Mandatory Tier Increase for OB/GYN Physicians.

In the event that a Tier 1 or 2 OB/GYN physician works extra clinic/surgery events more than seventy-five (75%) percent of the weeks in a six (6) month period in excess of their current Tier requirements, the physician will move to the next applicable Tier, e.g., from Tier 1 to Tier 2 and Tier 2 to Tier 3.

1 **E Compensation for OB/GYNs.**

Tier	2 Pay Periods Following Ratification or Operational Implementation of Tiers 1 and 2 (1.0 FTE)	July 1, 2025	July 1, 2026
1 Eastside	\$267,062 (base) \$287,062 (base + VBI)	\$272,403.24 (base) \$292,409.17 (base + VBI)	\$280,575.34 (base) \$300,575.34 (base + VBI)
2 Eastside	\$290,388 (base) \$310,388 (base + VBI)	\$296,195.76 (base) \$316,195.76 (base + VBI)	\$305,081.63 (base) \$325,081.63 (base + VBI)
3 Eastside	\$315,500 (base) \$335,500 (base + VBI)	\$321,810.00 (base) \$341,810.00 (base + VBI)	\$331,464.30 (base) \$351,464.30 (base + VBI)
1 Westside	\$286,031 (base) \$306,031 (base + VBI)	\$291,751.62 (base) \$311,751.62 (base + VBI)	\$300,504.17 (base) \$320,504.17 (base + VBI)
2 Westside	\$310,397(base) \$330,397 (base + VBI)	\$316,604.94 (base) \$336,604.94 (base + VBI)	\$326,103.09 (base) \$346,103.09 (base + VBI)
3 Westside	\$333,140 (base) \$353,140 (base + VBI)	\$339,802.80 (base) \$359,802.80 (base + VBI)	\$349,996.88 (base) \$369,996.88 (base + VBI)

2 **F GYN-Only.**

3 **1. Level system.** GYN-Only physicians will have two different levels
4 with different base pay rates dependent on their Board status and
5 years of experience.

6 **a.** Level One Gyn-only Physicians are those physicians who
7 are Board-eligible and/or have less than three (3) years of
8 post-residency experience.

9
10 **b.** Level Two Gyn-only Physicians are those physicians who
11 are Board-certified and who have three (3) years or more of
12 post-residency experience.

2. Base Salary for GYN-Only

Level	2 Pay Periods Following Ratification	July 1, 2025	July 1, 2026
1	\$280,000 (base) \$300,000 (base + VBI)	\$285,600.00 (base) \$305,600.00 (base + VBI)	\$294,168.00 (base) \$314,168.00 (base + VBI)
2	\$298,550 (base) \$318,550 (base + VBI)	\$304,521.00 (base) \$324,521.00 (base + VBI)	\$313,656.63 (base) \$333,656.63 (base + VBI)

APPENDIX B – COMPENSATION TABLES

A Physicians

Position	Base Salary*: 2 pay periods after Ratify	July 1, 2025	July 1, 2026
	(Approx, 3% increase over current)	2.00%	3.00%
OBGYN Tier 1 East	\$267,062.00	\$272,403.24	\$280,575.34
OBGYN Tier 2 East	\$290,388.00	\$296,195.76	\$305,081.63
OBGYN Tier 3 East	\$315,500.00	\$321,810.00	\$331,464.30
OBGYN Tier 1 West	\$286,031.00	\$291,751.62	\$300,504.17
OBGYN Tier 2 West	\$310,397.00	\$316,604.94	\$326,103.09
OBGYN Tier 3 West	\$333,140.00	\$339,802.80	\$349,996.88
GYN 1 (Board Elig)	\$280,000	\$285,600.00	\$294,168.00
GYN 2 (Board Cert)	\$298,550	\$304,521.00	\$313,656.63
Clinic Only OBGYN	\$265,000	\$270,300.00	\$278,409.00
FPOB	\$252,350	\$257,397.00	\$265,118.91

*All physician positions are eligible for a twenty thousand dollars (\$20,000)

Value Based Incentive (pro-rated by FTE and partial year status).

1 **B CNMs with MOD**

CNM (with MOD)*		5% for Step 1-3: 6.5% for Step 4-6	4.5% for Tier 1-3; 5.25% for Tier 4-6	3.50% for all Tiers
Tier	Initial	2 pay periods following Ratification	7/1/2025	7/1/2026
1	\$136,905.00 (\$65.82/hr)	\$148,475.25 (\$71.38/hr)	\$155,156.64 (\$74.59/hr)	\$160,587.12 (\$77.21/hr)
2	\$144,955.00 (\$69.69/hr)	\$156,927.75 (\$75.45/hr)	\$163,989.50 (\$78.84/hr)	\$169,729.13 (\$81.60/hr)
3	\$147,804 (\$71.06/hr)	\$159,919.20 (\$76.88/hr)	\$167,115.56 (\$80.34/hr)	\$172,964.61 (\$83.16/hr)
4	\$150,716 (\$72.46/hr)	\$165,305.04 (\$79.47/hr)	\$173,983.55 (\$83.65/hr)	\$180,072.98 (\$86.57/hr)
5	\$154,169 (\$74.12/hr)	\$168,982.49 (\$81.24/hr)	\$177,854.07 (\$85.51/hr)	\$184,078.96 (\$88.50/hr)
6	\$158,017 (\$75.97/hr)	\$173,080.61 (\$83.21/hr)	\$182,167.34 (\$87.58/hr)	\$188,543.19 (\$90.65/hr)
Per Diem		\$104.01/hr	\$109.48/hr	\$113.31/hr
Extra Shift (in 4-hr increments)		\$89.27/hr	\$93.64/hr	\$96.71/hr

- 2 *All CNMS with MOD are eligible for a seven thousand five hundred dollars
3 (\$7,500) Quality Bonus (pro-rated by FTE and partial year status).

1 **C. CNMs (Outpatient) and Nurse Practitioners**

CNMs (Outpatient) & Nurse Practitioners*		2% for Tiers 1-3; 2.25% for Tiers 4-6	2.25% for all Tiers	3.5% for all Tiers
Step	Initial	2 pay periods following Ratification	7/1/2025	7/1/2026
1	\$128,065 (\$61.57/hr)	\$135,216 (\$65.01/hr)	\$138,258.67 (\$66.47/hr)	\$143,097.72 (\$68.80/hr)
2	\$136,156 (\$65.46/hr)	\$143,469 (\$68.98/hr)	\$146,697.18 (\$70.53/hr)	\$151,831.58 (\$73.00/hr)
3	\$139,027 (\$66.84/hr)	\$146,398 (\$70.38/hr)	\$149,691.48 (\$71.97/hr)	\$154,930.69 (\$74.49/hr)
4	\$141,918 (\$68.23/hr)	\$149,712 (\$71.98/hr)	\$153,080.93 (\$73.60/hr)	\$158,438.77 (\$76.17/hr)
5	\$145,371 (\$69.89/hr)	\$153,243 (\$73.67/hr)	\$156,691.07 (\$75.33/hr)	\$162,175.25 (\$77.97/hr)
6	\$149,011 (\$71.64/hr)	\$156,965 (\$75.46/hr)	\$160,496.71 (\$77.16/hr)	\$166,114.09 (\$79.86/hr)
Per Diem		\$94.33/hr	\$96.45/hr	\$99.83/hr

2 *All CNMs (Outpatient) and Nurse Practitioners are eligible for a seven
3 thousand five hundred dollars \$7,500 Quality Bonus (pro-rated by FTE and
4 partial year status)

1 **LETTER OF UNDERSTANDING FOR WESTSIDE CLINIC LOCATION –**
2 **PHYSICIANS' DOD SCHEDULE REQUIREMENTS**

3 Beginning no later than two scheduling periods following the ratification of
4 this Agreement, the DOD schedule requirements for westside clinic location
5 OB/GYN physicians will be modified as follows:

- 6 • 1 OB/GYN will be designated as the primary/first DOD physician.
- 7 • A second OB/GYN or GYN physician will be designated as the GYN-
8 only DOD physician, who will be responsible for responding to
9 urgent/emergent gynecological calls and Emergency Department
10 requests for consults (hereinafter "second" DOD).
- 11 • The back-up call requirement will be eliminated unless, in the
12 judgment of the Clinic, exigent circumstances warrant designating a
13 back-up OB/GYN physician to the primary/second call physicians.

14
15 Physicians who serve as the primary and second physician DOD will receive
16 credit towards their DOD shift requirements. Primary and second call shifts
17 will be counted towards physicians' eligibility for extra DOD shift incentive
18 compensation. Nothing in this Letter of Understanding prevents the Clinic
19 from eliminating or modifying the second call requirement if staffing needs
20 change such that it is no longer necessary; any such changes would be
21 discussed in Resource Committee.

1 **LETTER OF AGREEMENT – REGARDING RETENTION BONUS FOR NURSE**
2 **PRACTITIONERS**
3

4 The Clinic recognizes the importance of retaining Nurse Practitioners who
5 have experience and longevity with the Clinic; therefore, a Nurse Practitioner
6 who is in Tier 4-6 will be eligible for a \$1,250.00 retention bonus (pro-rated by
7 FTE) under the following conditions: (1) the Nurse Practitioner has been
8 employed with the Clinic for at least five (5) years; and, (2) the Nurse
9 Practitioner is employed on the date of ratification of this Agreement and
10 remains employed at the Clinic in their current position through at least
11 December 31, 2025. The retention bonus will be paid the first full payroll
12 period following December 31, 2025.

1 **LETTER OF AGREEMENT – REGARDING RETENTION BONUS FOR CNMS**
2 **WITH MOD**
3

4 The Clinic recognizes the importance of retaining CNMs with MOD who have
5 experience and longevity with the Clinic; therefore, a CNM who is in Tier 4-6
6 will be eligible for a \$1,250 retention bonus (pro-rated by FTE) under the
7 following conditions: (1) the CNM has been employed with the Clinic for at
8 least five (5) years; and, (2) the CNM is employed on the date of ratification
9 of this Agreement and remains employed at the Clinic in their current position
10 through at least December 31, 2025. The retention bonus will be paid the first
11 full payroll period following December 31, 2025.

1 **LETTER OF AGREEMENT – DR. BAUER**

2 Providence Women’s Clinic (“Clinic”) and Oregon Nurses Association (ONA)
3 acknowledge that Dr. Maxine Bauer, OB/GYN physician, while a per diem
4 provider with 0.0 FTE works well above a 0.5 FTE for Providence between
5 her work in the Clinic and her work as an OB Hospitalist at Providence
6 Portland Medical Center (PPMC) and Providence St. Vincent Medical Center
7 (PSVMC). In recognition of this, the Clinic agrees to provide the following
8 additional benefits not normally available to per diem providers to Dr. Bauer:

9
10 Licensure and Certification Reimbursement:

11 The Clinic will reimburse Dr. Bauer for Oregon Licensure renewals, DEA
12 renewals, and Board Certification fees, NALS, PALS and ACLS, and EMR
13 Training.

14
15 Continuing Medical Education (CME) Professional Fees

16 Dr. Bauer is eligible for an annual budget of \$3,000 for Continuing Medical
17 Education (CME) for registration and travel, purchase of subscriptions and
18 medical texts, and membership in Medical Societies.

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CONTRACT RECEIPT FORM

(Please fill out neatly and completely.)

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

Thank you.

Your Name: _____

I certify that I have received a copy of the ONA Collective Bargaining Agreement
with PROVIDENCE WOMEN'S CLINIC FOR FEBRUARY 4, 2025 – DECEMBER
31, 2026

Signature: _____

Today's
Date: _____

Mailing
Address: _____

Cell	Work
Phone: _____	Phone: _____

Email: _____

Unit: _____	Shift: _____
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