

***Collective Bargaining Agreement Between
Community Health Center of Snohomish County (CHC)
And
Union of American Physicians and Dentists (UAPD)***

July 1, 2024 through June 30, 2027

Article 1. Recognition

Community Health Center of Snohomish County (“Employer”) recognizes the Union of American Physicians and Dentists (“Union” or “UAPD”) as exclusive bargaining representative for all full time and regular part time¹ physicians, physician assistants, and nurse practitioners (collectively, “Providers”) employed by the Employer at the following locations:

Edmonds Clinic
23320 Hwy 99
Edmonds, WA 98026

Everett-Central Clinic
4201 Rucker Ave
Everett, WA 98203

Everett-College Clinic
930 North Broadway
Everett, WA 98201

Everett-North Clinic
1424 Broadway
Everett, WA 98201

Everett-South Clinic
1019 112th St. SW
Everett, WA 98204

¹ It is understood that per diem providers are included once they work an average of four (4) hours per week at the locations listed above during a quarter (quarters run from January 1 to March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31). The Employer will run a report for each quarter and notify the Union and the provider if any per diem provider works the requisite hours to be covered by this Agreement. Once a per diem provider is covered by this Agreement, they shall continue to be covered by this Agreement.

Lynnwood Clinic
4111 194th St. SW
Lynnwood, WA 98036

Article 2. Union Security

2.1 Union Membership. All Providers covered by this Agreement shall, as a condition of employment, become and remain members in good standing in the Union. "In good standing," for the purposes of this Agreement, is defined as the tendering of Union dues and payments on a timely basis. The Employer shall provide the names, job titles, job locations, and contact information of all new hires, transfers, and promotions into the bargaining unit, at the time of the hire, transfer or promotion.

2.1.1 Any Provider who is a member of and adheres to tenets or teachings of a bona fide religion, body, or sect which holds conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such a Provider shall, in lieu of dues and fees, pay sums equal to such dues and fees to a non-religious charitable fund.

2.1.2 Any religious objections and decisions as to which fund will be used must be documented and declared in writing to the Union. Any Provider exercising their right of religious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

2.2 Dues Deduction. During the term of this Agreement, the Employer shall deduct dues from the pay of each member of the Union who voluntarily executes a wage assignment authorization form, which shall include the Provider's personal email address. When filed with the Employer, the authorization form will be honored in accordance with its terms. The amount deducted and a roster of all providers using payroll deduction will be transmitted monthly to the Union by check payable to its order. Upon issuance and transmission of a check for the correct amount to the Union, the Employer's responsibility shall cease with respect to such deductions. The Union and each provider authorizing the assignment of wages for the payment of Union dues hereby undertakes to indemnify and hold the Employer harmless from all claims, demands, suits or other forms of liability that may arise against the Employer for or on account of the discharge of a provider at the request of the Union pursuant to the terms of this Article or any deduction made from the wages of such Provider.

Article 3. Union Access

3.1 Access to Premises. Duly authorized representatives of UAPD shall have access to break rooms with reasonable notice to the Human Resources Department. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees who visit the location and shall not interfere with or disturb providers in the performance of their work during working hours and shall not interfere with patient care, patient confidentiality, or the normal operation of the Clinics.

3.2 Contract. The Employer will maintain a copy of the contract on an internal portal normally used by and accessible to Providers.

3.3 Shop Stewards. The Union shall have the right to select up to six (6) Shop Stewards from among Providers in the unit. A Shop Steward shall be recognized by the Employer after the Union has given the Employer written notice of the selection. Each Shop Steward shall be allowed released time without loss of pay for time reasonably necessary to attend investigatory meetings at the request of other bargaining unit members; and for reasonable time to attend grievance meetings at the Union's request, with reasonable notice to Human Resources.

3.4 Orientation. The Employer shall provide the Union with the schedule of all orientation sessions of new hires in the bargaining unit. Upon request by the Union, a Shop Steward or Union representative will be permitted to meet with new hires for a period of up to thirty (30) minutes at the end of the general orientation or clinic orientation.

Article 4. Management Rights

4.1 Except as expressly and specifically limited or modified by the provisions of this Agreement, all rights, powers, functions, interest, authority, and prerogatives possessed by the Employer consistent with the National Labor Relations Act ("the Act") are reserved and retained by the Employer and remain exclusively within the rights, functions, and prerogatives of management. Such rights of management include, but are not limited to: the sole, exclusive, unilateral right, power, and authority to plan, direct, and control all operations; to open, close, or change operations; to determine the nature or type of patient care; to determine the standards of patient care; to determine the care type, methods, facilities, and types of care to be performed. Subject to the provisions of this Agreement, which are not open for re-negotiation during the term of this Agreement absent mutual agreement to do so, management retains the right; to hire, promote, assign, transfer, or lay-off employees; to demote, discipline, suspend, or discharge employees; to increase or decrease the size of the workforce; to determine the work schedules, locations, and standards; to determine the number, size, and staffing of shift(s); to determine the starting and ending times of shift(s); to determine the starting and ending times for breaks and meal periods; to determine the number of straight-time or overtime hours to be worked; to determine the standards of quality and quantity of work; to assign work duties on straight-time and overtime work in accordance with its determination of the needs of the respective jobs and operations; to determine the care and services to be provided; to determine the materials, equipment, and supplies to be used; to introduce new methods or techniques; to determine the number of Employees assigned to any job classification or any work assignments; to determine all services offered; procedures available for patients; to determine the hours of work per day or per week; to determine work rules, policies, procedures, handbooks, regulations, and practices for the purpose of achieving an orderly, efficient, and safe operation; to implement new work rules, policies and procedures; to determine the need for and type of technological changes to be implemented; to determine, change, or improve the physical condition of its facilities; to move, close, sell, lease, or liquidate part or all of its operations; to lay off or terminate its employees in connection with said moving, closing, contracting out, selling, leasing, or liquidating; and to determine any and all other matters for the economical and efficient operation of the Employer's business, provided that to the extent required under the Act, the Employer shall provide advance notice and bargain effects in good faith upon request over any and all proposed changes in matters

that are not specifically set forth in this Agreement.

4.2 The rights, powers, functions, interest, authority, and prerogatives of management specifically mentioned in this Agreement are not intended as limitations, and do not list or limit all such rights, powers, functions, interest, authority, and prerogatives reserved and retained by the Employer. Rather, except to the extent expressly and specifically limited or modified by the terms of this Agreement, the rights, powers, functions, interest, authority, and prerogatives listed above, together with all other rights, powers, functions, interest, authority, and prerogatives of the Employer possessed by the Employer prior to the signing of this Agreement, but not specifically set forth in this Agreement, are reserved and retained by the Employer, remain vested exclusively in the Employer, and the Employer may unilaterally exercise such rights to the extent consistent with the Act without bargaining of any kind whatsoever, unless the Agreement explicitly provides otherwise.

4.3 It is expressly understood that the Employer has the sole, exclusive, unrestricted, unilateral right, power, and authority to establish, change, maintain, and enforce rules, regulations, policies, procedures, handbooks, and practices, except to the extent expressly and specifically limited or modified by the terms of this Agreement.

4.4 The Employer's failure to exercise any right hereby reserved to it, or its exercise of any right in any particular way, or its failure to exercise its full right of management, or its exclusive discretion on any matter, shall not constitute a waiver by the Employer of any such right or preclude the Employer from exercising the same right to its fullest extent at a later date and/or in some other way not in conflict with the specific, express terms of this Agreement and the Act, nor shall it constitute a precedent or be binding on the Employer in any respect, including any grievance or arbitration. Except to the extent expressly abridged by a specific provision of this Agreement, the above-recited, expressed, and/or implied management rights are exclusively the rights of management.

4.5 The Employer's right of management shall not be amended, limited, or abridged by any claimed custom, past practice, or unwritten informal agreement, or by any claim that the Employer has condoned or tolerated any practice or any conduct, unless otherwise specifically enumerated in some specific, express term of this Agreement, provided that to the extent required under the Act, the Employer shall provide advance notice and bargain effects in good faith upon request over any and all proposed changes in matters that are not specifically set forth in this Agreement. Except to the extent expressly abridged by a specific provision of this Agreement, the above-recited, expressed and/or implied management rights are exclusively the rights of management.

4.6 To the extent otherwise permissible under the Act, Management Rights shall be deemed part of the status quo following expiration of this Agreement.

Article 5. Just Cause

5.1 Just Cause for Discipline or Discharge. The Employer agrees that it shall not discipline or discharge any Provider covered by this Agreement who has passed their probationary period without just cause.

5.2 Corrective Measures and Progressive Discipline. The Employer will normally use verbal or written counseling, followed by progressive discipline, when a Provider fails to meet the required standards of performance or displays inappropriate conduct. Counseling and progressive discipline are intended to identify problems with the Provider and to provide the Provider with an opportunity to bring the performance or conduct up to standard. However, consistent with just cause, the Employer reserves the right to take disciplinary action without first exhausting counseling when warranted, based upon misconduct of significant severity.

5.3 Probationary Period. The term “Probationary Period” as used in this Agreement shall mean a period of four hundred and eighty (480) hours of work subsequent to the Provider’s most recent date of hire as a regular full-time or regular part-time Provider. The Employer, at its sole discretion, may extend the Probationary period for an additional one hundred and sixty (160) hour period. For Providers who have their Probationary Period extended, the Employer will provide the Provider and the Union with the reason(s) for the extension and areas of performance that need to improve. The Employer may terminate the employment of a Provider who has not completed their Probationary Period for any lawful reason.

Article 6. Grievance Procedure

6.1 Grievance Procedure. A grievance shall be submitted to the following grievance procedure:

Step 1. Medical Director or Designee

A provider or group of providers, or the Union, must first present the grievance in writing to the Medical Director or Designee within fourteen (14) calendar days from the date the grievant was or should have been aware that the grievance existed. The Medical Director or Designee shall meet with grievant(s) and a Union representative or Shop Steward, attempt to resolve the problem, and shall respond in writing within fourteen (14) calendar days following receipt of the written grievance. If the Medical Director, Designee or grievant is not available, the parties agree to extend the time limit up to ten (10) calendar days.

Step 2. Human Resources

If the matter is not resolved at Step 1, the grievance shall be referred in writing to Human Resources within fourteen (14) calendar days of the Step 1 written response, or if no written Step 1 response was received, at any time after the Step 1 response was due. The Human Resources representative shall meet with the grievant(s) and the Union representative within fourteen (14) calendar days for the purpose of resolving the grievance, or as soon thereafter as possible, if the Human Resources representative’s and the Union’s calendars do not allow for scheduling within fourteen (14) calendar days. The Human Resources representative shall issue a written response within fourteen (14) calendar days following the meeting.

Step 3. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, the Union has the option to invoke arbitration by providing written notice to Human Resources within fourteen (14) calendar days following the receipt of the written Step 2 response, or if no written Step 2 response was received, at any time after the written Step 2 response was due. If the Employer and the Union fail to agree on an arbitrator, a list of seven (7) arbitrators who are members of the National Academy of Arbitrators shall be requested from the Federal Mediation and Conciliation Service (FMCS). The parties will toss a coin to decide which party strikes the first name from the panel. The parties shall alternate in striking a name from the panel until one (1) name remains. The person whose name remains shall be the arbitrator. If the arbitrator is unable to serve for any reason, the parties may mutually agree to an arbitrator on the original panel or request a new panel from FMC. Any arbitrator accepting an assignment under this Article agrees to issue an award within forty-five (45) calendar days of the close of the Hearing or receipt of post-hearing briefs, whichever is later. 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, but shall be authorized only to interpret existing provisions of this Agreement. Each party shall bear one-half (1/2) of the fee of the arbitrator for an award issued on a timely basis and any other expense jointly incurred incident to the arbitration hearing. All other expenses, including but not limited to, legal fees, witness fees, and any and every other cost related to the presentation of a party's case shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.

If a provider, group of providers, or the Union fail to follow the time requirements of Steps 1 through 3 of the grievance procedure as set forth above, the grievance will be deemed waived.

Article 7. Committee Participation

The Employer maintains committees for the purpose of discussing safety, improvement to the electronic health record system, quality assurance, clinic efficiency, and other topics. Committee names and scope may change over time, but a committee will continue to be assigned to the topics listed above. Providers may serve on each of these committees, including at least two Providers in the bargaining unit shall be permitted to serve on each of these committees. Each committee may submit recommendations to CHCSNO leadership. CHCSNO leadership will review and consider all such recommendations. The Employer shall make best efforts to designate committee members who have appropriate authority to recommend improvements to CHCSNO leadership. The committees shall meet regularly, absent mutual express agreement otherwise. The Employer shall provide each participating provider released time to attend committee meetings. Committees may invite guests to provide information related to issues before the committees; in the event bargaining unit Providers are invited as guests, they shall be permitted released time to attend. Providers shall request time off to attend committee meetings at least four (4) weeks in advance. Committee Meetings shall be scheduled sufficiently in advance so Providers can provide proper notice to attend.

Section 8. Medical Provider On-Call Duty

8.1 Providers are required to perform on-call work consistent with the Employer's Medical Provider On-call - MED Policy 111, last revised on July 21, 2022. The Employer will notify the Union should it change that policy before it implements any changes to that policy.

8.2 The Employer will take reasonable efforts to equitably distribute Medical Provider On-Call duties.

Section 9. Diversion Protocol

In the interests of maintaining patient safety, sustainable workload, and sustainable departure times at the end of day, the Employer shall continue to follow the Medical Walk-In Clinic Diversion Protocol-OPS Policy 315 last revised October 12, 2023. In the event the Employer intends to make any change to the Protocol, the Employer shall provide advance notice to the Union and, upon request, shall engage in effects bargaining prior to implementation of such change.

Article 10. Vacation.

10.1 Vacation Time

- a. Regular full-time and regular part-time Providers who have a weekly schedule of 20 hours or more (i.e., 0.50 FTE) are eligible to accrue Vacation Time.
- b. Accrual begins on the date of hire and is based on hours paid.
- c. Providers may use accrued Vacation Time once it is accrued.
 - i. Providers may use Sick Time for time missed due to their own illness prior to using Vacation Time.
 - ii. Providers may choose to use accrued Vacation Time for time missed due to an illness of an eligible family member, even if Sick Time is not exhausted.
- d. Providers may donate Vacation Time between employees to the same extent permitted by other employees of CHCSNO and in accordance with the Donation of Vacation Time-HR Policy 512.
- e. Use of accrued Vacation Time is based upon an employee's regularly scheduled day up to a maximum of ten (10) hours/day.
- f. When foreseeable, Providers are to give four (4) weeks of notice to use Vacation Time.
- g. In the event that a Provider has provided at least four (4) weeks of notice to use Vacation Time, the Employer shall not unreasonably deny the request. If a request is denied, the Employer shall provide the Provider with the reasons for the denial. Management retains the right to approve or deny a request for future-dated Vacation or to rescind a previously approved request, based on the needs of the organization. Such right to rescind shall only be used when coverage cannot otherwise be provided after exercising reasonable efforts to provide coverage.
- h. Providers may use accrued Vacation Time in one-hour increments.

- i. Providers who experience a work-related injury or illness may use any Vacation Time accrued during the leave. Such requests shall be made before the end of the pay period when the use of any Vacation Time is requested.

10.2 The accrual is based on the number of hours paid during a full pay period. Once an employee has accrued the maximum annual accrual, the accrual will stop. The maximum annual accrual is based on the Provider’s hire date. No Vacation Time will accrue for the pay period in which an employee’s termination date falls.

10.3 Accrual rates for Providers:

Length of Employment	Accrual Rate/Hrs Paid	Maximum Annual Accrual	Maximum Hrs Retained
0 – 12 months	0.076923	160 hrs	160 hrs
13+ months	0.092308	192 hrs	240 hrs

10.4 When Providers change from Vacation Time eligible to non-eligible status (example: changing status from .50 FTE to .25 FTE), Providers will no longer accrue Vacation Time. Providers shall receive pay for accrued, unused Vacation time if they have been employed by the company a minimum of twelve (12) months.

Article 11. Sick Leave

11.1 Providers covered by this Agreement shall accrue one (1) hour of sick leave for every forty (40) hours of work. Providers may use their accrued sick leave as permitted by Washington’s paid sick leave law. Providers are encouraged to use sick leave when warranted. Providers may carryover up to forty (40) hours of accrued, unused, sick leave at the start of each calendar year. The Employer does not pay accrued, unused sick leave at the time of separation.

11.2 Providers may use Vacation time and sick leave when they are on leave due to illnesses. Where a Provider is otherwise ready and willing to return to work, the Employer shall not require the Provider to remain on leave longer than the most current guideline for healthcare workers published by applicable healthcare authorities.

11.3 Providers may use sick leave due to the illness of a family member. For the purpose of this provision, a family member shall be defined in the same manner as it is defined under the Washington Paid Sick Leave law.

Article 12. Holidays

12.1 The following holidays are recognized and agreed upon by the parties:

- a. New Year’s Day.
- b. Martin Luther King Jr Day
- c. Presidents’ Day
- d. Memorial Day

- e. Independence Day
- f. Labor Day
- g. Thanksgiving Day
- h. Day after Thanksgiving Day
- i. Christmas Day
- j. One (1) Floating eight (8) hour holiday

To receive paid time off for a holiday, an employee must work a regular weekly schedule of 20 or more hours. Holiday pay is prorated for employees who work a regular weekly schedule between 20 and 39 hours. Holiday pay will not be considered as time worked for the purpose of overtime calculations.

12.2 All employees that are regularly scheduled for 30 (.75 FTE) hours or more per week will receive holiday pay, even if the holiday falls on a day in which the employee is not normally scheduled to work.

a. If the designated paid holiday falls on a day in which the employee is scheduled and required to work, the employee may take an alternate day off in the same pay period in which the paid holiday occurs, in addition to receiving holiday paid time off and pay for any hours worked on that day. For payroll purposes, the holiday pay will be applied to the alternate day in which the employee requests to take off within that pay period.

b. If the designated paid holiday falls on a day in which the employee is not scheduled, they will receive holiday pay and will be provided an alternate day off within that pay period. For payroll purposes, the holiday pay will be applied to the alternate day in which the employee requests to take off within that pay period.

12.3 All employees that are regularly scheduled for 29.9 (.74 FTE) or less per week, are eligible for holiday pay so long as the paid holiday falls on a day in which the employee would normally be scheduled.

a. If the designated paid holiday falls on a day in which the employee is not normally scheduled, no holiday pay will be awarded.

b. If the designated paid holiday falls on a day in which the employee is scheduled and required to work, the employee will receive holiday pay in addition to pay for any hours worked on that day. However, the employee will not be given an alternate day off within that pay period.

12.4 Other than on-call duties, Providers shall be off work on each of the recognized paid holidays.

Article 13. Inclement Weather

13.1 When a clinic is closed due to inclement weather, the Employer will communicate with Providers using the following resources:

- a. Clinic Closure Line (425) 789-3747
- b. CHCsno.org internet home page
- c. CHC (Work) email

13.2 If a clinic closes early or opens late, Providers will be paid their regular rate of pay for the hours they otherwise would have worked had the clinic maintained its regular hours.

13.3 If a clinic does not open, Providers may use vacation time. Providers may be reassigned to another clinic that is open. Providers may decline the reassignment and use vacation time.

13.4 If a Provider cannot travel due to inclement weather but clinic is open: If a work location remains fully operational but a Provider is unable to travel to work or to remain at work because of severe inclement weather or a natural disaster, the Provider may use vacation time.

Article 14. Benefits

14.1 Medical, dental, disability, and other health and welfare benefits: The Employer shall continue to provide health and welfare benefits at the same level afforded to non-bargaining unit employees. The terms, conditions, and provisions of the coverage are set forth in the applicable plan documents. In the event the Employer intends to modify plan benefits, provide alternate plans, or increase employee premiums or co-pays, the Employer will negotiate the effects of the proposed Plan changes with the Union. The Employer shall notify the Union as soon as possible, but no later than thirty (30) days prior to the benefit election period, i.e., the open enrollment period. The Union will notify the Employer within seven (7) calendar day of receipt of said notice to inform the Employer of their intent to negotiate effects of the changes. If the Union fails to notify the Employer within seven (7) calendar days of receipt, then the Union waives its right to negotiate the effects of the changes. In the event the Union notifies the employer of the intent to negotiate the effects of the change(s), the parties shall begin effects bargaining within seven (7) days after the Union's notice.

14.2 Malpractice insurance, licensure/credentialing/certification costs necessary for employment: The Employer's malpractice insurance shall continue to cover Providers for services provided by them on behalf of the Employer to its patients. As an employee, Provider will be covered for malpractice claims only for those services provided by Provider on behalf of the Employer to its patients at its facilities or at locations where the Employer provides services under a formal agreement or arrangement. For regular full-time and regular-part-time employees, the Employer shall continue to pay for the expenses that are required to maintain licensure, credentialing and/or certifications, DEA registration, and any other fees required for employment.

14.3 Continuing education: The Employer shall continue to provide continuing education allowance of \$2,700 and 40 hours leave time per year for 1.0 FTE physicians to complete continuing education. 1.0 FTE OB physicians shall continue to receive 10 additional hours leave per year to complete continuing education. 1.0 FTE Physician assistants and 1.0 FTE nurse practitioners shall receive \$1,900 and 40 hours leave time per year to complete continuing education. The continuing education allowance will be prorated for less than 1.0 FTE status. New Providers hired between July 1st and December 31st will receive the full allotment of the continuing education allowance (prorated on FTE status), and new providers hired between January 1st and June 30th will receive half (1/2) of the annual allotment of the continuing education allowance (prorated on FTE status).

14.4 Retirement plans: The Employer shall continue to provide retirement plan(s) at the same level of benefit and provide the same level of employer contributions that it provides to non-bargaining unit employees.

Article 15. Wages

15.1 Hiring Scales – Base Salary: Upon ratification, the Employer will implement the hiring scales attached hereto as Exhibits A through C. All Providers hired after ratification, and for the duration of this Agreement, will be hired at the base salary levels set forth in the hiring scales considering the Providers’ job classification, area of practice, and years of experience.

Providers already employed as of the date of ratification will be placed at the appropriate base salary, as set forth in Exhibits A through C, considering the Providers’ job classification, area of practice, and years of experience as of July 1, 2024.² No provider shall see a decrease in their base salary as a result of this process. If a Provider has a base salary that is above where they should be placed under the hiring scales set forth in Exhibits A through C, the Provider’s base salary will be red-circled, i.e., their base salary frozen until such time as they would be entitled to an increase to their base salary applying the across-the-board increases set forth below. In lieu of receiving an increase to their base salary, red-circled providers will receive a bonus equivalent to the increase they would receive from across-the-board increases applied to their base salary, as described below, if they were not red-circled (“Red-Circled Bonus”).

Effective July 1, 2024, Providers who are (a) not red-circled and (b) are not incentive eligible, will receive a five percent (5%) increase to the base salary assigned to Providers after placement in the hiring scales attached as Exhibits A through C. The Employer will pay any retro payments for this five percent (5%) increase to a provider’s base salary (or the Red-Circled Bonus, if applicable) in equal payments, payable on regular payroll dates, starting the first full pay period following ratification through June 30, 2025. Providers must be employed at the time any retro payment is due under this Section to be eligible for a retro payment.

Effective the start of the first financial quarter after ratification, e.g., April 1, 2025, Providers who are (a) not red-circled and (b) were incentive eligible prior to ratification, will receive a five percent (5%) increase to the base salary assigned to Providers after placement in the hiring scales attached as Exhibits A through C. Providers who are (a) red-circled and (b) were incentive eligible prior to ratification, will receive a Red-Circled Bonus equal to a five percent (5%) increase to their base salary from the start of the first quarter after ratification through June 30, 2025. The Red-Circled Bonus paid to Providers who were incentive eligible at the time of ratification will be paid in equal amounts on each regular payroll date. Providers who were incentive eligible prior to ratification will not receive any retro payments because they will receive their regular incentive pay for the prior quarter, as described below.

Effective July 1, 2025, Providers who are not red-circled will receive a three percent (3%) increase to their base salary. Red-circled Providers will receive a Red-Circled Bonus, payable on regular payroll dates.

² Pediatric Physicians assigned the Family Practice scale prior to July 1, 2024, shall remain on the Family Practice scale.

Effective July 1, 2026, Providers who are not red-circled will receive a three percent (3%) increase to their base salary. Red-circled Providers will receive a Red-Circled Bonus, payable on regular payroll dates.

For illustrative purposes, below are examples of the intent of this Section of the Agreement:

Example A: Provider A is not incentive eligible and has an annual base salary of \$100,000 at the time of ratification, which occurs ten (10) full payroll periods prior to July 1, 2025. Provider A would normally have an annual base salary of \$95,000 if placed under the applicable hiring scale as of July 1, 2024, and after considering Provider A's years of experience. Provider A would not receive an increase to their base salary during FY 2024 (i.e., July 1, 2024, through June 30, 2025). Instead, Provider A's annual base salary would remain at \$100,000 and Provider A would receive a Red-Circled Bonus of five percent (5%) of their annual base salary, i.e., \$5,000. Provider A would receive the Red-Circled Bonus in equal payments, i.e., \$500 for each of the 10 remaining pay periods in FY 2024.

Effective July 1, 2025, if Provider A would have an annual base salary of \$100,000 or more if placed under the applicable hiring scale and after considering Provider A's years of experience as of July 1, 2025, Provider A would receive a three percent (3%) increase to Provider A's annual base salary, i.e., Provider A's annual base salary would increase to \$103,000. Provider A would no longer be red-circled and would no longer be eligible for a Red-Circled-Bonus.

Example B: Provider B is incentive eligible and has an annual base salary of \$100,000 at the time of ratification, which occurs during the third quarter of FY 2024. Provider B would normally have an annual base salary of \$95,000 if placed under the applicable hiring scale as of July 1, 2024, and after considering Provider B's years of experience. Provider B's annual base salary would remain at \$100,000 and Provider B would receive a Red-Circled Bonus of five percent (5%) of their base salary from April 1, 2025, through June 30, 2025, or \$1,250. The Red-Circled Bonus would be paid in equal payments, payable on regular payroll dates, starting the first full pay period after April 1, 2025, through June 30, 2025.

Example C: Provider C is incentive eligible and earns \$90,000 at the time of ratification, which occurs during the third quarter of FY 2024. Provider C would earn \$95,000 after placement under the applicable hiring scale as of July 1, 2024, and after considering Provider C's years of experience. Provider C would receive a five percent (5%) increase to their new base salary, effective April 1, 2025, i.e., \$99,750 (or \$95,000 x 1.05).

15.2 Quarterly Incentive Bonus: The parties agree that the incentive compensation plan for all Providers covered by this agreement will terminate at the end of the quarter during which ratification occurs. All Providers covered by this agreement will become ineligible to participate in the incentive compensation plan at the end of the quarter during which ratification occurs. The Employer will pay any incentive pay for the quarter when ratification occurs as it has done in the past. Thereafter, the Employer will pay quarterly incentive bonuses following the schedule below. The Employer will discontinue all quarterly incentive bonuses after the Employer pays the quarterly incentive bonus for the Employer's fourth quarter in 2027 (i.e., April 1, 2027 through June 30, 2027). A Provider must be employed in a position covered by this agreement for the entire applicable quarter to be eligible to receive a quarterly

incentive bonus. If a Provider did not participate in the incentive compensation plan prior to ratification, the Provider is not eligible for a quarterly incentive bonus.

Quarterly Incentive Bonuses will be paid quarterly on the first full pay period after each quarter covered by the Quarterly Incentive Bonus program. Providers must be employed at the time any Quarterly Incentive Bonus payment is due to be eligible for a Quarterly Incentive Bonus.

Should a Provider who was incentive eligible at the time of ratification subsequently move into a position that would not have been incentive eligible under the incentive compensation plan, e.g., a per diem position, the Provider will no longer be eligible for the quarterly incentive bonus.

15.3 Quarterly Incentive Bonus Schedule:

- a. For work performed during the Employer's quarter after ratification occurs but before June 30, 2025, the Provider will receive one quarter of the below percentage of the incentive plan payments made to the Provider over the four (4) quarters of calendar year 2024, paid out quarterly as set forth above.
 - i. 75% if the calendar year 2024 incentive payments exceed \$40,000
 - ii. 40% if the calendar year 2024 incentive payments exceed \$25,000, but are less than \$40,000
 - iii. 25% if the calendar year 2024 incentive payments exceed \$10,000, but are less than \$25,000
- b. For each quarter in which work is performed after June 30, 2025, but before June 30, 2026, the Provider will receive one quarter of the below percentage of the incentive plan payments made to the Provider over the four (4) quarters of calendar year 2024, paid out quarterly as set forth above.
 - i. 50% if the calendar year 2024 incentive payments exceed \$40,000
 - ii. 10% if the calendar year 2024 incentive payments exceed \$25,000, but are less than \$40,000
- c. For each quarter in which work is performed after June 30, 2026, but before June 30, 2027, the Provider will receive one quarter of the below percentage of the incentive plan payments made to the Provider over the four (4) quarters of calendar year 2024, paid out quarterly as set forth above.
 - i. 50% if the calendar year 2024 incentive payments exceed \$40,000
 - ii. 10% if the calendar year 2024 incentive payments exceed \$25,000, but are less than \$40,000
- d. The Employer will discontinue all quarterly incentive bonuses after the fourth quarter in 2027 (i.e., April 1, 2027 through June 30, 2027).

15.4 Other Compensation:

- a. The Employer will continue to pay the following stipends according to current practices

(a) lead pay, (b) bilingual skills pay, (c) float pay, and (d) C-Section services. Upon ratification, the Employer will increase the OB stipend from \$18,000 annually to \$20,000 annually.

b. The Employer may, after providing the Union prior notice, pay Providers sign-on bonuses, retention bonuses for Obstetrical Services, and other additional compensation beyond as provided above. The Employer can similarly discontinue any such bonuses or additional compensation after providing notice to the Union. The Employer has notified the Union that it will discontinue the OB per-delivery bonuses and/or OB per-delivery PTO bonus upon ratification in view of the increases to the OB stipend and Family Practice scale. The Employer confirms it does not have any other current plans to adjust its existing practices related to bonuses or additional compensation referenced in this Article.

Article 16. OB Special Schedule Provisions and Working Conditions

16.1 Each FP/OB lead receives two (2) hours of on-site administrative time per week to coordinate and lead the Family Practice of Obstetrics program and whatever additional time is necessary to attend meetings, complete paperwork, perform other tasks per the job description and fulfill other responsibilities as assumed by Provider.

16.2 If a FP/OB is working in the hospital after midnight, they may elect to cancel one-half day of their following family practice clinic without use of vacation or sick time.

16.3 The quarterly FP/OB call schedule is created and equitably assigned by lead OB with input from group members.

16.4 FP/OBs are blocked from clinic for monthly hospital morbidity & mortality conferences, every other month FP/OB meetings, and a yearly retreat.

16.5 Additional 10 hours CME time is designated to FP/OBs.

Article 17. Leaves of Absence

17.1 Family and Medical Leave. Family and medical leave shall be provided with job security and protection of health benefits to the same extent required by federal and state law. With the exception of federal Family and Medical Leave, at the provider's option, the provider is permitted to elect to use any accrued paid time for which the provider is eligible, except as may be otherwise required by a long-term disability benefits plan in the event long-term disability benefits are claimed. Providers will be required to use accrued and unused vacation when they are solely on leave provided by the federal Family and Medical Leave Act.

17.1.1 Return from FMLA Leave. The Employer and the provider shall cooperate to process the provider's return to work without delaying the return to work. The provider may request a union representative to assist in that process if desired.

17.2 Pregnancy, Childbirth and Child Bonding Leave.

17.2.1 Leave shall be granted upon request of the provider for the period of maternity disability due to pregnancy and/or delivery, without loss of benefits accrued to the date such leave

commences. At the provider's option, the provider is permitted to elect to use any accrued paid time for which the provider is eligible during the leave of absence. The Employer shall comply with all applicable laws with respect to job protection during the leave.

17.2.2 For eligible providers, child bonding leave shall be provided to the same extent as required by federal and state law. For providers not entitled to Family and Medical Leave, requests for unpaid paternity leave, and for unpaid maternity leave in excess of the disability period, shall be subject to meeting proper staffing requirements as approved by the Employer.

17.2.3 Maternity and Family Leave Combined. The Employer shall comply with all applicable laws with respect to job protection during the leave.

17.3 Bereavement Leave. A provider who is a .50 FTE or higher, shall be allowed up to five (5) working days off with pay in case of a death in the provider's immediate family. Additional days off without pay or from the provider's accumulated vacation accrual shall be subject to meeting proper staffing requirements as approved by the Employer. The immediate family shall be defined as spouse, registered domestic partner, child, parent, grandparent, brother, sister, grandchild, mother-in-law, father-in-law, brother-in-law or sister-in-law.

17.4 Jury Duty. A provider who is called upon to serve jury duty on regularly scheduled working days shall be compensated by the Employer at the provider's regular rate of pay for up to ten (10) days. For jury duty leave in excess of ten (10) days, at the provider's option, the provider may use accrued vacation paid time off or take unpaid leave. Providers shall be required to report to work as regularly scheduled on any full or partial day that they are not in jury duty. Providers will not be paid for days they are not scheduled for jury duty if they do not report for their regular work assignment.

17.5 Benefits during leave. Unless otherwise stated in this Article or required by law, a provider on a leave of absence without pay will not continue to accrue benefits during that leave, but there shall be no loss of previously accrued benefits.

17.6 It is understood that the Employer will make any changes necessary to comply in the event that state, federal or local law requires additional leave rights and protections.

Article 18. Voluntary Resignations

18.1 Voluntary Resignations. Should a Provider voluntarily resign for any reason other than a resignation in lieu of Employer-initiated termination, the Provider shall provide at least sixty (60) days' written notice. The written notice shall be addressed to the Chief Executive Officer ("CEO") of the Employer and may be emailed (HumanResources@CHCsno.org) or, at the option of the Provider, hand delivered to the Administration Office. Providers who have worked for the Employer for twelve (12) months or more and who resign with at least sixty (60) days' written notice, as reflected in this Section, shall not use any Vacation time during their last sixty (60) days' of employment, but shall receive pay for accrued, unused Vacation time at the time of separation. Provider agrees to complete all the appropriate charts, files, and records for all professional

services rendered by Provider up to and including the last day Provider provides professional services for CHCSNO.

18.2 The Employer May Provide Pay-In-Lieu of Retention. At CHCSNO's sole discretion, it may provide sixty (60) days of pay-in-lieu of retaining the Provider for the full sixty (60) day notice period ("pay-in-lieu of retention"), pro-rated based on the number of days remaining in the notice period (e.g., if there are twenty (20) days remaining in the notice period, the Employer may provide twenty (20) days of pay in lieu of retaining Provider for the remaining twenty (20) days). Any pay-in-lieu of retention will be paid at Provider's effective base salary (less all applicable deductions) at that particular time and based on the amount the Provider would have earned in wages during those sixty (60) days (or less, in the case of pay-in-lieu of retention), and Provider's effective date of termination shall be the date that the Employer notifies Provider that it is providing such pay-in-lieu of retention.

18.3 Provider Providing Less Than 60 Days' Notice of Voluntary Resignation. If Provider provides less than the full sixty (60) days' notice of resignation, the Employer may elect to terminate Provider's employment on a date earlier than the date noticed by the Provider, without further pay, benefits, or compensation, including without pay-in-lieu of retention as provided for in Section 18.2, provided that the Provider receives payment for all compensation earned on the next regular pay day. Further, Provider will reimburse the Employer for the following expenditures made by it on Provider's behalf in the twelve (12) months prior to the date of Provider's termination date: (a) reimbursement of pro rata amount of Provider's state and federal license fees necessary to practice in the State of Washington and any hospital staff dues (i.e., a pro rata amount of the fees paid for time the Provider does not work at CHCSNO), and (b) any sign-on bonus. If a Provider received a sign-on bonus between twelve (12) and twenty-four (24) months prior to their termination date, Provider shall reimburse the Employer fifty percent (50%) of any sign-on bonus paid to Provider. The sign-on bonus reimbursement obligations listed above will be waived and forgiven, and the Provider shall have no obligation to reimburse such amounts, if the Provider is a participant in, or is accepted into and become a participant in, a Federal or State Loan Repayment Program. Unless otherwise prohibited by law, the Employer may deduct any reimbursement amounts provided for in this Section from Provider's final paycheck, and any amounts remaining to be paid thereafter will be paid by Provider within thirty (30) days of termination of employment.

Article 19. Labor-Management Committee

The Labor-Management Committee shall be comprised of two (2) representatives of management, and two (2) representatives selected by the Union. One (1) representative of CHC Human Resources and one (1) representative from UAPD may attend the meetings but neither shall count towards the total of two (2) representatives as noted above. This Committee is intended to be a collaborative discussion and for the purpose of discussing matters of mutual interest and concern. The Labor-Management Committee shall meet regularly as determined by the Committee. Issues the Committee may discuss include, but are not limited to, (a) issues or concerns in the worksite which affect Providers or patient care, (b) issues or concerns of contract administration that may arise from time to time (other than formal grievances), and (c) providing information on organizational changes and initiatives to Providers.

Article 20. Labor Peace

20.1 No Strikes, Etc. During the term of this Agreement, the Union, its officers, agents, representatives, stewards, and members and the employees shall not, in any way, directly or indirectly: direct, instigate, promote, sponsor, lead, engage in, authorize, cause, assist, encourage, participate in, promote, ratify, or condone, any of the following in relation to the Employer's operations or business:

- Strike;
- Sympathy strike, provided that no bargaining unit employee shall be required to cover the work of any striking employee outside the bargaining unit, and nothing in this Article shall be construed to restrain any bargaining unit employee from any lawful activity of any kind when the bargaining unit employee is not on duty;
- Deliberate slow down other than for reasons beyond the employee's control;
- Work stoppage;
- Boycott;
- Picket line other than informational demonstration;
- Sit in;
- Refusal to cross any picket line, provided that no bargaining unit employee shall be required to cover the work of any striking employee outside the bargaining unit, and nothing in this Article shall be construed to restrain any bargaining unit employee from any lawful activity of any kind when the bargaining unit employee is not on duty;
- Concerted refusal to stop work or refuse work;
- Secondary boycott;
- Or any other refusal, interruption, cessation, limitation, or interference with the Employer's operations or the business of the Employer, or any impeding of business of the Employer, regardless of the reason including, but not limited to a claim of the Union of a breach of this Agreement. Notwithstanding the above, this Section does not preclude an employee from making a personal choice to not use the Employer's services for the employee's personal business decisions.

20.2 Employee Discipline for Violations. The failure or refusal on the part of any employee to comply with the provisions of Section 1 of this Article shall be just cause for discipline which may include immediate termination of employment subject to the Union's right to grieve the action if the Union does not agree that the employee's conduct violated this Article.

20.3 The Employer agrees not to lock out Providers during the term of this Agreement.

Article 21. Provider Agreements and Amendments

21.1 Upon ratification, any and all Provider agreements, *i.e.*, individual employment agreements between the Employer and Providers covered by this collective bargaining agreement, and any and all amendments to Provider agreements, are superseded and nullified by this collective bargaining agreement. Upon ratification of this collective bargaining agreement, such Provider agreements

and amendments to Provider agreements shall no longer be binding on the Employer or the signatory Providers, or enforceable by any party to such agreements and amendments.

21.2 The parties agree that should any represented individual encounter a hardship due to the elimination of their individual provider agreement, the parties shall meet and confer in good faith to attempt to resolve the issue without undue hardship to either the Provider or the Employer.

21.3 Nothing in this Agreement shall be construed to preclude the Employer from approving a pre-planned absence for a newly hired Provider or approving an unpaid leave of absence for up to two (2) days for any Provider. Providers should contact their manager to request an unpaid leave of absence under this Section. The Employer has sole discretion on whether to approve leaves of absence under this Section.

Article 22. Professional Judgment

Providers shall independently exercise professional judgment consistent with their scope of education, training, and licensure or certification as physicians and advanced practice healthcare providers, so long as the exercise of such judgment is consistent with the current standards of medical care in the state and complies with the rules, policies and procedures approved by the Employer in compliance with these standards.

The parties agree that feedback, reviews, coaching, counseling, and reminders relevant to professional practice development, whether by peers or through the Employer, are viewed as desired methods to address advanced healthcare provider practice, including, but not necessarily limited to, whether accepted standards of care are being met. Such professional practice development methods will not be considered as disciplinary action under the terms of this Agreement. Nothing in this Article shall restrict the Employer from imposing discipline when warranted, consistent with Article 5 - Just Cause.

Article 23. Hours of Work

The Employer will post Provider schedules at least ninety (90) days in advance. With the exception of absences due to approved leave or vacation scheduled more than four (4) weeks in advance, Providers will need to make arrangements for adequate coverage if they want a scheduled day off. The Employer will make best efforts to not modify a posted schedule in the absence of unforeseen circumstances or due to business necessity. The Employer will provide the Provider written notice of any change to a posted schedule. Upon the Provider's request, the clinic manager shall discuss the change with the provider. The Provider shall have the option to have a union representative present in such discussion.

Requests for vacations received less than four (4) weeks in advance, may be approved by Management if the Provider can find adequate coverage. Vacation approvals will be subject to minimum staffing requirement as determined by Management on a clinic-by-clinic basis.

Article 24. Miscellaneous

The Employer and the Union agree that, during negotiations, they engaged in bargaining regarding all potential subjects of bargaining that either party wished to raise for discussion. With respect to the provisions of this Agreement, the parties clearly and unmistakably waive any right to engage in further or additional bargaining, during the term of this Agreement, absent mutual agreement by the parties' authorized representatives to reopen a provision.

If any provision of this Agreement, or the application of such provision, is or shall at any time be contrary to or unauthorized by law, or modified or affected by the subsequent enactment of law, or held invalid and unenforceable by operation of law or by any board, agency or court of competent jurisdiction, then such provision shall not be applicable or performed or enforced, except to the extent permitted or authorized by law; provided that in such event all other provisions of this Agreement will continue in effect. If there is any conflict between the provisions of this Agreement and any legal obligations imposed on the Employer by federal or state law, such legal obligations will be controlling.

Article 25. Duration

This Agreement shall be effective as of the day after the contract is ratified and shall remain in full force and effect until **June 30, 2027**. This Agreement shall automatically continue year-to-year unless either party gives notice to the other at least sixty (60) days prior to the termination date of a desire to amend, alter or terminate the Agreement. If such notice is given, the parties shall meet promptly to negotiate a new Agreement.

Dated this 16.00 day of April, 2025.

Dated this 16.00 day of April, 2025.

Community Health Center of
Snohomish County

Union of American Physicians and Dentists

DocuSigned by:
Joe Vessey
26BFBC1EFB734C0...
Joe Vessey, CPA, MBA, CHFP
Chief Executive Officer

Signed by:
Joe Crane
270982D1951442D...
Joe Crane
Organizing Coordinator