Agreement

Between

Union of American Physicians and Dentists

(UAPD) And

MultiCare Health System (MHS)

Effective

April 12, 2021 through December 31, 2022

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ARTICLE I

RECOGNITION

1.1 Definition. The Employer recognizes the Union as exclusive bargaining representative for all full-time, part-time, float and per diem physicians, physician assistants ("PAs"), and advanced registered nurse practitioners ("ARNPs") (collectively, "Providers"), employed by the Employer at its Indigo Urgent Care Clinics located at: Lake Stevens (911 Frontier Cir E., Lake Stevens, WA 98258); Marysville (3822 116th St. NE, Marysville, WA 98271); Mill Creek (800 164th St. SE, Suite P, Mill Creek, WA 98012); Kirkland (12423 Totem Lake Blvd NE, Kirkland, WA 98034); Issaquah (6140 E. Lake Sammamish Pkwy SE, Suite F, Issaquah, WA 98029); Wallingford (118 NE 45th St., Suite A, Seattle, WA 98105); Covington (27111 167th Pl SE, Suite 101, Covington, WA 98042); Tukwila (17275 Southcenter Pkwy, Suite 160, Tukwila, WA 98188); Federal Way (31861 Gateway Center Blvd. S, Suite A, Federal Way, WA 98003); Puyallup (15125 Meridian E., Suite 102, Puyallup, WA 98375); Point Ruston (5058 Main St., Suite 100, Tacoma, WA 98407); James Center (1812 S. Mildred St., Suite H, Tacoma, WA 98465); Olympia (345 Cooper Point Rd. NW, Suite 103, Olympia, WA 98502); Tumwater (704 Trosper Rd. SW, Suite 118, Tumwater, WA 98512); Rainier (3820 Rainier Ave S. Suite L, Seattle, WA 98118); Lacey (5128 Yelm Hwy SE Suite E, Lacey, WA 98503); Shoreline (20120 Ballinger Way NE, Shoreline, WA 98155); Bothell (23131 Bothell Everett Hwy, Suite B, Bothell, WA 98021); Bellevue (15600 NE 8th St., Suite A-4, Bellevue, WA 98008) and, Burien (15870 1st Ave. S., #101, Burien, WA 98148).

Excluding all other employees, non-professional employees, guards and supervisors as defined by the Act.

1.2 The Parties further agree that Providers who work at Immediate Clinic Occupational Medicine locations and/or MultiCare Centers for Occupational Medicine locations are not included in the bargaining unit and/or this Recognition Article.

ARTICLE II

Management Rights

2.1 The Union recognizes the rights of the Employer to operate and manage its operations and facilities, including but not limited to the right(s) to establish and require standards of performance, to maintain order and efficiency; to direct employees; to determine job assignments and working schedules; to determine the materials and equipment used; to implement new and different operational methods and procedures; to determine staffing levels and requirements; to determine the kind, type and location of facilities; to introduce new or different services, products, methods or facilities; to extend, limit, contract out or curtail the whole or any part of the operation; to select, hire, classify, assign, promote and/or transfer employees; to discipline, suspend, demote or discharge employees for cause; to lay off and

recall employees; to require reasonable overtime work of employees and to promulgate and enforce rules, regulations and personnel policies and procedures; provided that such rights, which are vested solely and exclusively in the Employer, shall not be exercised so as to violate any of the specific provisions of this Agreement.

2.1.1 The parties recognize that the above statement of management rights is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude management prerogatives not mentioned.

2.1.2 During the life of this Agreement, the Union and the Employer each agree and acknowledge that they have had the complete and unfettered ability to propose, raise or discuss any lawful topic of collective bargaining and have done so. The parties therefore agree that neither party shall be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or discussed during the negotiations which resulted in this Agreement.

2.2 Contract Minimums. Nothing contained herein shall prohibit the Employer, at its sole discretion, from paying wages and/or benefits in excess of those provided herein.

2.3 Past Practices. Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually cancelled and superseded by this Agreement. Unless specifically provided herein to the contrary, past practices shall not be binding on the Employer.

2.4. New Terms and Conditions. The Employer must provide notice to the Union of any change it deems material.

ARTICLE III

UNION MEMBERSHIP

3.1 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 in accordance with Section 3.2 on a timely basis.

It shall be a condition of employment that all Providers covered by this Agreement shall, on the thirtieth (30th) day following the ratification of this agreement become and remain members in good standing in the Union. New hires after ratification of this agreement shall within thirty (30) days following their hire date become and remain members in good standing in the Union.

3.1.1 Providers who fail to comply with this requirement shall be discharged by the Employer within thirty (30) days after receipt of written notice to the Employer from the Union, unless the employee fulfills the membership obligations set forth in this Agreement.

3.1.2 Any Provider who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to 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.

3.1.3 These 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.

3.1.4 The Employer shall make newly hired Providers aware of the membership conditions of employment at the time of hire.

3.2 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.

3.2.1 A provider who transfers out of the bargaining unit, or is assigned or voluntarily elects to work in an additional position that is outside the bargaining unit may not elect to use voluntary dues deduction as outlined in Section 3.2 for work outside the bargaining unit. The provider will be required to provide for dues payment directly to the Union. For providers who have transferred out of the bargaining unit and returned pursuant to Section 6.1.2, the Employer will commence dues deduction upon receipt of a new voluntarily executed wage assignment authorization form.

3.3 Access to Premises. Duly authorized representatives of UAPD may have access at reasonable times to those areas of the Employer's premises which are open to the general public for the purpose of investigating grievances and contract compliance. The Union acknowledges that patient waiting areas are not considered public areas. Union representatives shall not have access to providers' lounges or patient care areas unless advance notice has been given to the Human Resources Department and advance approval has been obtained from the Employer. Access to the Employer's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb

providers in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the Clinics.

3.4 Bulletin Board. The Union shall be permitted to post meeting notices and other professional activities signed and dated by a designated Bargaining Unit Representative in the space provided on the bulletin boards designated by the Employer. The Union agrees to limit the posting of Union materials to the designated bulletin boards.

3.5 Contract. The Employer will maintain copies of the contract on the MHS internal and external intranet/internet portal. Further, on the first day of employment/orientation, the Employer will provide new hires with a Union designee's phone and email contact information. The Union is responsible for providing such contact information to the Employer. Any time spent by the Union designee and new hire is unpaid time.

3.6 Shop Stewards. The Union shall have the right to select Shop Stewards from among providers in the unit and will notify the Employer of the Shop Steward. The Shop Steward shall be recognized by the Employer after the Union has given the Employer written notice of the selection.

3.7 Bargaining Unit Roster. During January and July of each calendar year, the Employer shall supply to the Union a list of those Providers covered by this Agreement. The list shall include each Provider's name, address, employee identification number, unit, phone number (home or cell, if the Provider has provided the numbers to the Employer), FTE, rate of pay and date of hire and date of hire into the unit (per Section 6.1) if different. The Employer does not currently collect or maintain personal e-mail addresses; if the Employer begins collecting that information in the future, it will be added to the roster information. The Employer shall furnish to the Union on a monthly basis the same information for Providers newly hired or recalled to work in the bargaining unit and (separately, on a per payroll period basis) the names of Providers who have terminated employment or have transferred into or out of the bargaining unit; for newly hired employees, the Employer shall provide the Union with the employee's personal e-mail address, if that information is available to MultiCare. The Union agrees not to use the Employer's mail service and/or email as a means of contacting providers in the bargaining unit.

ARTICLE IV

Employment Practices

4.1 Corrective Action. The Employer will normally use verbal or written counseling when a Provider fails to meet the required standards of performance or displays inappropriate conduct. Counseling is intended to identify problems(s) with the Provider and to provide the Provider with an opportunity to bring the performance up to standard. However, consistent with just cause, the Employer reserves the right to impose discipline without going through counseling

when deemed warranted based upon a Provider's poor performance or misconduct of significant severity.

4.1.1 Letters of Concern shall be placed in the official personnel file of the affected Provider. The Provider shall have the opportunity to sign the Letter indicating he/she has read the document. Copies of the Letter of Concern will not be shared outside of Human Resources or applicable leaders.

4.1.2 A Provider shall have the right to attach a rebuttal statement to a Letter of Concern in his/her official personnel file.

4.1.3 Removal of Letter of Concern. A Provider or the Union may request the removal of written Letter(s) of Concern in their personnel file after one (1) year if no further disciplinary action for any reason has occurred during this one (1) year period. The Provider must submit a written request to Labor Relations for consideration. Removal shall be at the sole discretion of the Employer. If the Provider's request for removal is denied, the employer will provide a reason for denial.

4.2 Paid Administrative Leave. The Employer may temporarily place a Provider on an Administrative Leave for reasons related to (a) the safety of persons or property or (b) if there is a need to prevent significant disruption of programs and/or operations. Administrative leave shall be paid time at the Provider's regular rate and FTE.

4.2.1 The Employer shall notify the Provider and the Union of the immediate effect of an administrative leave.

4.2.2 The Employer may terminate or extend an Administrative Leave and shall so notify the Provider and the Union. The Employer shall meet and confer with the Union on extensions of Administrative Leave that exceed 30 days.

4.2.3 Administrative Leaves shall not be subject to Article XI, Grievance Procedure, unless the grievant alleges the terms of this Article have been violated.

4.3 Notice of Termination/ Resignation.

4.3.1 Physicians.

4.3.1.1 By Physician Without Cause. A physician may terminate his/her employment at any time without cause upon three (3) months written notice to the Employer.

4.3.1.2 By MHS with Cause. MHS may terminate a physician's employment with cause. "Cause" shall include the principles of just cause, or in the case of a physician's disability, defined for this purpose as any medical, mental, emotional or physical impairment that, with or

without accommodation, renders the physician unable to perform the functions of his/her duties. The Employer shall comply with all applicable State and Federal disability laws.

4.3.2 Advanced Practice Providers (APPs).

4.3.2.1 By APP Without Cause. Full time and part time APPs shall give not less than eight weeks' written notice of intended resignation. The Employer will give consideration to situations that would make such notice by the APP impossible.

4.3.2.2 By MHS with Cause. MHS may terminate APP's employment with cause. "Cause" shall include the principles of just cause, or in the case of an APP's disability, defined for this purpose as any medical, mental, emotional or physical impairment that, with or without accommodation, renders the APP unable to perform the functions of his/her duties. The Employer shall comply with all applicable State and Federal disability laws.

4.4 Equal Opportunity. The Employer and the Union agree that except there shall be no discrimination against any provider because of race, color, creed, national origin, religion, sex, age, handicap or disability, marital status, sexual orientation, gender identity, veteran or military status, genetic information or union membership unless any of the foregoing factors constitutes a bona fide occupational qualification. Nor shall either party discriminate against any employee due to any other reason covered by applicable federal, state or local law.

4.5 Personnel File. By appointment, providers shall have access to their personnel file. Providers will be given the opportunity to provide a written response to any written evaluations or disciplinary actions to be included in their personnel files. Such written responses shall be included in the provider's personnel files.

4.6 HR Documentation. Human Resources will maintain electronic or paper documentation of the provider's employment history, including, but not limited to hiring, termination, leaves of absence and changes in a provider's status or shift.

4.7 Advertising and Marketing. The provider shall consent to the use of his/her name, location, specialty, educational training and professional credentials in materials utilized to market services provided by MultiCare. Following the separation of the provider's employment by MultiCare, regardless of the reasons, MultiCare shall undertake reasonable steps to remove references to the provider from all such materials.

4.8 Department Equipment and Personnel. MHS shall provide the equipment, personnel, services, supplies and practice management services that, in the opinion of MHS, are necessary to operate the department in accordance with established industry and clinical professional standards. Department equipment and personnel shall be standing agenda items for the Practice Committee.

4.9 Job Openings. Notice of bargaining unit positions to be filled shall be posted on the internal portal of the web-based employment application system at least 7 calendar days in advance of filling a position in order to afford presently employed providers first consideration for the position. Seniority (as defined in Article VI) shall be the determining factor in filling vacancies provided skill, competence, ability and prior job performance are not considered to be overriding factors in the opinion of the Employer.

4.10 Protection of Business Interests. The parties agree that MultiCare has many substantial, legitimate business interests that can be protected only by Providers agreeing not to compete with MHS under certain circumstances. These interests include, without limitation, MHS's relationships with its physicians, patients, vendors and suppliers, MHS's standing, reputation and goodwill, particularly in the medical industry and local medical community, and MHS's rights in its confidential information. For the purpose of reasonably protecting these interests, the Union and Providers agree to the covenants set forth below. The Union and Providers acknowledge that these covenants are reasonable in inception, scope and duration, and do not unreasonably interfere with the Provider's ability to earn a living.

4.10.1 Covenant not to disclose. Information not generally known to the public to which Providers shall be exposed as a result of his/her/their employment by MHS is confidential information that belongs to MHS. This includes information developed by Providers, alone or with others, or entrusted to Providers and/or MHS by its physicians, APPs, employees, vendors, suppliers and/or patients. More specifically, MHS's confidential information includes, without limitation, information that relates or refers to MHS's know-how, procedures, techniques, accounting, marketing, patient identities and medical needs, finances, Practice Plans, policies and procedures, protocols, and third-party payor contracts. Providers shall hold MHS's confidential information in strict confidence and shall not disclose, copy, or use it except as authorized in writing by MHS and for MHS's sole and exclusive benefit.

4.10.2 Covenant not to solicit. During the term of his/her employment and for a period of two years following the date that a Provider's employment ends, regardless of the reasons therefore, Providers shall not, directly or indirectly, alone or with others: (i) solicit, encourage or otherwise influence any MHS provider or employee to leave his or her employment with MHS; (ii) solicit, encourage or otherwise influence or attempt to influence any MHS patient to seek medical care elsewhere; or (iii) solicit, acquire, divert or otherwise influence or attempt to influence any other person or entity that utilizes MHS services to seek the same or similar services elsewhere, or otherwise interfere with MHS's relationships with such persons and entities. The covenant not to solicit set forth at (i) above means that Providers shall not, among other things: disclose to any third party the names, backgrounds or qualifications of any MHS providers or employees or otherwise identify them as potential candidates for hire; personally or through any other person approach, encourage, recruit, interview or otherwise influence or attempt to influence any MHS provider or employee to work for any person or entity other than MHS; or participate in any hiring or recruitment process, including without limitation pre-employment interviews, which involve any MHS provider or employee.

4.10.3 Covenant not to compete. During the term of his/her employment and for a period of eighteen (18) months following the date that a Provider's employment ends, regardless of the reasons therefore, Providers who earn $100,000 or more per year shall not, whether as an employee, independent contractor, owner, or otherwise, provide professional medical services at an urgent care facility, retail health clinic, virtual urgent care clinic, free-standing emergency department, or on-demand home-based care within a five (5) mile radius of MHS measured by a line from the location at which Provider practiced most during the six (6) months prior to termination.

ARTICLE V

Annual and Sick Leave

5.1 Accrual. MultiCare will maintain the following accrual rates for Annual and Sea-Sick: 0.0809 for Annual Leave and 0.0334 for SeaSick. The Employer shall calculate Annual Leave and Sea-Sick on the basis of working 2080 hours in a year, to be prorated for less than 1.0 FTE.

5.2 Access to Accruals. Providers may access Sick Leave accruals at any time they are unable to work for the reasons identified in Section 5.2.1. Annual Leave must be accessed for any other time away from work.

5.2.1 Access to Sick Leave Accruals. Sea-Sick may provide coverage to a Provider for absences from work as a result of illness or injury of the Provider (including maternity disability) or to care for the illness or injury of a family member for an absence allowed under the Seattle Sick and Safe Leave Ordinance. Sea-Sick Leave may also be used for extended absences to care for a family member consistent with the WA State Family Care Act (FCA).

5.2.2 Access to Short Term Disability. Following 7 days, if enrolled in Short Term Disability (STD) the Provider may enter into (STD) for his/her own illness of injury if the absence qualifies under the terms of the STD plan.

5.3 Termination of Benefits. Cash out of accruals will be paid to Providers who terminate in good standing, who change to non-benefit eligible status. Cash out of Sick Leave shall be at the rate identified in Section 6.2.11.

5.4 "Good Standing" Defined. A Provider is not "in good standing" if he or she is being discharged for cause, or has given insufficient notice of resignation in accordance with contractual requirements or has failed to work out the notice period (i.e., calling in short notice for remaining shifts absent a medical certification).

5.5 Proof of Illness. The Employer reserves the right to require reasonable written proof of illness or injury for absences of greater than 2 (two) consecutive scheduled shifts of a Provider. If proof of illness is required, the Provider will be informed in advance or when the Provider calls in sick. Where the Employer has left a message on the Provider's home phone or personal

voicemail or has attempted to reach the Provider at home prior to the Provider's return to work, such communication shall constitute receipt of notice by the Provider that proof of illness is required.

ARTICLE VI

Seniority, Layoff and Furlough

6.1 Seniority Defined. Seniority shall mean the Provider's continuous length of service as a Provider in the Indigo/Immediate Clinic(s) system measured from date of hire or transfer into the Indigo/Immediate Urgent Care System. For purposes of this Article, Provider is defined as Physicians, ARNPs and PA. If hire or transfer dates are equal, the Provider with the lowest employee identification number shall have higher seniority.

6.1.1 For Providers who worked for Immediate Clinic prior to MultiCare's acquisition of Immediate Clinic, seniority shall be the date of Immediate Clinics' acquisition, December 12, 2016. If more than one provider has this seniority date, the Provider with the lowest employee ID number shall have higher seniority.

6.1.2 Providers who transfer to a MHS position outside the bargaining unit will cease to accrue seniority. If a Provider transfers back into the bargaining unit from a MHS position outside the bargaining unit, his/her seniority date will be adjusted to reflect the time out of the bargaining unit.

6.1.3 For the first ninety (90) days of employment, a Provider shall accrue seniority but shall be on probation. The probationary period shall be extended, on a day for day basis, for any period of furlough or leave of absence for any reason. The Employer may, with the Union's concurrence, extend the probationary period for an additional thirty (30) days by providing notice of such extension to the Provider. During the probationary period, the requirement for "cause" as set forth in Article IV or otherwise shall not apply, and the Provider may be released from employment for any reasons deemed sufficient by the Employer, and such release from employment shall not be subject to the grievance procedure.

6.2 Layoff Defined. A layoff is defined as a permanent mandatory reduction in FTEs at a clinic or clinic closure.

6.2.1 Layoffs shall be by each separate clinic location and classification. The Employer will review patient satisfaction scores, clinical outcome information, productivity and other performance-based metrics to determine the order of layoff. Such reviews will be based on documented statistics and evaluations. In cases where performance is deemed by the

Employer to be equal, seniority will serve as the tie-breaker. In cases where there is a dispute in Performance-based metrics or seniority it shall be subject to the grievance process.

6.2.2 Order of Layoff. The order of layoffs shall be:

- Locums
- Volunteers in the classification in the bargaining unit, provided that (a) the relevant factors identified in Section 6.2.1 are equal or superior for the employee to be laid off and the employee volunteering and (b) the employee identified to be laid off agrees to work at the home clinic of the volunteer.
- Providers based on seniority and other relevant factors as stated in Section 6.2.1 above shall apply.

6.2.3 Notice of Layoff. Notice shall be given to all Providers in the affected category and UAPD no later than forty-five (45) days prior to the effective date of the layoff.

6.2.4 Priority Placement. Upon receipt of the Notice identified in Section 6.2.3, all Providers facing layoff shall be allowed to apply for any open position for which they are qualified. Providers shall receive priority status, as defined below, to fill all open positions within the bargaining unit, for which they are qualified or could become qualified within 45 days of taking a new position, notwithstanding FTE of the position(s) sought. "Priority" for these purposes shall mean that the Provider will be interviewed for any position for which they apply, and will be awarded the position if their performance, experience, skills, and qualifications are substantially equivalent to any other applicant. The most senior Provider has priority as between the Providers covered under this section, to choose between available positions up to a 1.0 FTE.

6.2.5 Severance.

6.2.5.1 A laid off Provider is eligible for severance equal to 90 days of his or her base compensation at the Provider's established FTE.

6.2.5.2 A per diem Provider facing layoff as defined in Section 6.2 shall be allowed to work available shifts at other facilities within the bargaining unit, or in any other position at any other MultiCare facility for which he or she might be qualified. Per diem providers shall not otherwise be entitled to severance pay.

6.2.6 Reinstatement Priority. Providers who have been laid off shall be assigned a designated MultiCare recruiter. The Provider shall advise the recruiter of the locations at which he or she

would be interested in working, and the recruiter shall advise the Provider as to the mechanisms available to the Provider to apply for such positions. The Provider shall be afforded Priority Placement, as defined in Section 6.2.4, for any open bargaining unit position for which they apply within twelve months of his or her layoff. Any Provider seeking to exercise the rights under this paragraph shall notify the hiring manager or recruiter of the Provider's coverage under this paragraph.

6.2.7 Noncompete Release. Laid off Providers will not be bound by the covenant not to compete in Section 4.10.3.

6.2.8 Physician Malpractice Insurance. MHS shall provide claims-made professional liability insurance or self-insurance (coverage of at least two million dollars ($2,000,000) per occurrence/six million dollars ($6,000,000) per calendar year aggregate) that covers Physician for liabilities (as specified in the insurance policy or self-insurance program) that Physician shall become legally obligated to pay because of a claim first made and reported in writing to MHS during his or her employment hereunder for injury arising out of direct patient treatment rendered by Physician on behalf of MHS or while providing volunteer and/or charity services approved in advance by Physicians' medical director and MHS Legal Services during his or her employment hereunder.

6.2.9 Physician Malpractice Insurance Upon Termination. Upon termination of the physician's MHS employment, MHS will pay for tail coverage for physician. The tail coverage provided by MHS is limited to two million dollars ($2,000,000) per occurrence/six million dollars ($6,000,000) aggregate (during the term of the policy, not per calendar year) as to occurrences arising out of direct patient treatment rendered by the physician on behalf of MHS during his or her employment. The professional liability policy or program covering MHS employed physicians governs the professional liability coverage if there is a conflict between the description in this Article and the insurance policy. MHS retains the right to change insurance carriers and to self-insure.

6.2.10 Advanced Practice Provider Professional Liability Insurance Coverage. The APPs are covered by the Employer's Umbrella Policy. Current coverage under the Healthcare Excess Professional Liability policy is $25 million in aggregate per policy year. Current coverage under the Commercial Umbrella Liability is $25 million in aggregate per policy year. MHS retains the right to change insurance carriers and to self-insure.

6.2.11 Benefit Cash-Out on Layoff.

6.2.11.1 CME. A laid off Provider shall receive full reimbursement of unused CME allowances incurred during employment at MultiCare.

6.2.11.2 Sick Leave. Sick Leave shall be cashed out at 25% of hours in excess of 240.

6.3 Furlough Defined. A furlough is a long term temporary mandatory reduction in FTEs or clinic operation(s). The normal variation in staffing to reflect seasonal or other ordinary variations in patient volumes, consistent with historical patterns, not requiring a reduction in FTEs, is not a furlough.

6.3.1 Safeguards. MultiCare will take all reasonable steps to avoid mandatory furloughs. MultiCare will not institute furloughs unless senior management has determined in its business judgment that other reasonable alternatives are not sufficient. The Employer may not furlough bargaining unit members without also furloughing similarly situated unrepresented providers. If a furlough is triggered by a decrease in patient volumes, the Employer will conclude the furlough should patient volumes return to historic levels. In the event of a furlough, the employer shall provide the reasoning and data upon which the furlough is predicated. The Union may grieve failure to comply with this section and the validity of the determination.

6.3.2 Volunteers. MultiCare will solicit volunteers in the classification for furlough before determining the order of furlough, provided that (a) the relevant factors identified in Section 6.2.1 are equal or superior for the employee to be furloughed and the employee volunteering and (b) the employee identified to be furloughed agrees to work at the home clinic of the volunteer.

6.3.3 Layoff Alternative. In lieu of a furlough, Providers may, at the Employer's discretion, be offered the option of being laid off, and the option of being laid off shall not be unreasonably withheld.

6.3.4 Request to be Released from Non-Competition Agreement. Furloughed Providers may request to be released from their non-competition agreement for the duration of the furlough. MultiCare will review such requests on a case by case basis, and a release from the non-competition obligation will not be unreasonably withheld**.**

6.3.5 Scope of Furlough. MultiCare shall advise affected Providers of the anticipated length and maximum duration of the furlough. Should the furlough be anticipated to exceed four months, MultiCare and the Union shall meet and confer over the anticipated effect of the furlough on affected Providers.

6.3.6 Agreement to Monitor. In the event of a furlough, MultiCare and the Union shall meet monthly or as otherwise agreed to discuss relevant factors regarding the furlough.

6.3.7 Recall. Furloughed Providers will be placed on a reinstatement (recall) roster for the duration of the furlough.

6.3.7.1 The Provider name shall be retained on this roster for the duration of the furlough.

6.3.7.2 Providers will be contacted by any Clinical Care Director or Regional Manager or Human Resources professional for recall to any reactivated position at the conclusion of a furlough in order of seniority before outside candidates will be considered.

6.3.7.3 Furloughed employees shall have 15 days to respond to such an offer and must be available to start work within 60 days of the offer made. Their name shall be removed from the list upon acceptance or decline of the offer or non-response.

6.3.8 Recall Notification. MHS shall attempt to contact displaced employees subject to recall by phone call, email and notice sent via certified mail to their last known address.

6.3.9 Per Diem Work. An employee on recall shall be eligible for per diem work. Acceptance of per diem work while on recall shall not affect the employee's placement on the recall list.

6.3.10 Furlough Volumes. MultiCare must continually assess and implement staffing matrix to ensure clinics are adequately staffed to operate.

6.3.11 FTE and Benefits. Providers on furlough will see no adjustment to their assigned FTE or benefit status. Providers will continue to make required employee contributions to benefits; any required contributions during a pay period when the Provider earns no income will be deducted from the following pay period.

ARTICLE VII

Hours of Work and Work Schedules

7.1 Work Day. The normal work day shall be scheduled in advance, consistent with the provider's assigned Full Time Equivalent (FTE). Providers shall continue to follow Practice Plans, as attached hereto as Exhibit A (for physicians) and Exhibit B (for advanced practice providers). Language in the body of this Agreement and in the Exhibits will be equally enforceable, except

that in the event of a conflict between a Practice Plan and the express terms of a specifically identified provision of this Agreement, this Agreement shall control.

7.2 Work Schedules. Urgent Care clinic schedules are posted no less than two (2) and no greater than three (3) months in advance.

7.2.1 Core providers who are affiliated with a specific clinic site assist the scheduling coordinator to develop a monthly schedule for that site. They may elect to submit their own proposed schedule, or to use a template. The scheduling coordinator has oversight to ensure that scheduling meets staffing needs and patient volumes. Any disagreements resulting in lack of coverage in the clinic will be resolved by the Clinical leader.

7.2.2 Once the core providers have submitted their schedule to the scheduling coordinator, the float and flex providers select their days from available openings in the schedule. As between float and flex providers, priority is given to full time float and flex providers and then to part time float and flex providers in order of FTE first and then seniority as defined in Section 6.1.

7.2.3 The scheduling coordinator may vary from the requirements of this section when staffing needs require other arrangements, on a clinic by clinic or regional basis, consistent with current Employer practice. Reasonably contemporaneous with the publication of the schedule, the Employer must give notice to the Union when utilizing this language. Any disagreements regarding scheduling issues will be resolved by the Clinical leader.

7.3 Weekends. The Employer will make a good faith effort to schedule all regular full time and part time providers for every other weekend (Saturday and Sunday) off. The Employer will make a good faith effort for part-time Providers who work between 0.5 and 0.74 FTE to be scheduled for one weekend per month for eight months of the year, and two non-consecutive weekends in the other four months of the year. The Employer will make a good faith effort to schedule part-time Providers working less than 0.5 FTE for no more than one weekend per month. Part time Providers may choose to work additional weekends.

7.4 Vacation Scheduling. A provider must have sufficient accrued Annual Leave at the time the vacation is to occur in order to take planned time away from work. Requests for vacations/time off shall be received no less than three (3) months in advance and no more than twelve (12) months in advance. Requests received less than three (3) months in advance may be approved by Management if the Provider can find his or her own coverage. Vacation approvals will be subject to minimum staffing requirement as determined by Management on a clinic by clinic basis.

7.4.1 Recognized Holidays. New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, 4th of July, Labor Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

7.4.2 Holiday Time Off. Holiday work shall be equitably rotated by the Employer. Prime time holidays for the purposes of vacation requests only shall be as follows: July 4th, the day before

Thanksgiving Day through the following Sunday, December 24 through December 29 and December 30 through January 1. Providers who are denied prime time holiday vacation in one year shall have priority over the least senior Provider whose request would have otherwise been granted for prime-time holiday vacation in the next year.

7.5 Call Requirement.

7.5.1 All providers who are 0.75 FTE and above must schedule themselves for one call day per month by submitting available dates to their scheduling coordinator; at least one call day per calendar quarter shall be on a weekend. Providers less than a 0.75 may choose to take call on a voluntary basis. A provider designated as "on call" shall make themselves available for the designated hours of call on the schedule. If called to work, they shall be given a reasonable amount of lead time to prepare for the shift including travel time to the assignment, which shall not exceed thirty (30) miles, measured from the Provider's home clinic, except in unusual circumstances. Providers may sign up for additional call days; additional voluntary call shifts may be accepted without regard for the distance to the assignment.

7.5.2 If a Provider does not schedule a call date with the scheduling coordinator prior to publication of the schedule, the scheduling coordinator will assign a call day. This will be assigned on a non-scheduled day for that provider.

7.5.3 The on-call duty Provider will be available by telephone or text between the hours of 0600 – 1000 and if contacted during this time they will report to the requested site as soon as possible, but no later than 90 minutes after being contacted. Occasionally, the Provider will be notified the night before if the scheduling coordinator or regional manager is aware of the call out at that time. In that case, the provider is expected to be present at the start of a shift.

7.5.4 If the on-call provider is not contacted by the 1000 hour they are released from any further responsibility for this on-call duty for that day.

ARTICLE VIII

Compensation

8.1 Physicians.

8.1.1 Base salary is $271,940.00 per year effective January 1, 2020 payable on a one-week lagged basis on the Employer's regular payroll cycles.

8.1.2 Effective on January 1, 2021, the base salary will be increased to $276,019.00.

8.1.3. Effective January 1, 2022, the base salary will increase by at least the Employer's assessment of the adjustment necessary to match market conditions.

8.1.3.1 Should the Employer's assessment of the January 1, 2022, adjustment necessary to match market conditions result in an increase in the Provider's base salary of less than one and twenty five one hundredths of one percent (1.25%), the Employer will increase the Provider's base salary to $279,469.00, payable the first pay period after January 31, 2022.

8.1.3.2 Pay adjustments after those identified above shall not be assumed, automatic or controlled by the Employer's previous compensation practices, but shall only be implemented upon negotiated agreement between the Union and the Employer, or as otherwise imposed by the Employer as allowed by law after an impasse in negotiations.

8.1.4 All pay and adjustments in this section are stated for a 1.0 FTE Provider, and shall be pro-rated for Providers working less than 1.0 FTE.

8.2 APP (ARNP & PA).

8.2.1 Base salary is $143,500.00 per year effective January 1, 2020, payable on a one-week lagged basis on the Employer's regular payroll cycles.

8.2.2. Effective on January 1, 2021, the base salary will be increased to $145,653.00.

8.2.3. Effective January 1, 2022, the base salary will increase by at least the Employer's assessment of the adjustment necessary to match market conditions.

8.2.3.1 Should the Employer's assessment of the January 1, 2022, adjustment necessary to match market conditions result in an increase in the Provider's base salary of less than one and twenty five one hundredths of percent (1.25%), the Employer will increase Provider's base salary to $147,473.00, payable the first pay period after January 31, 2022.

8.2.3.2 Pay adjustments after those identified above shall not be assumed, automatic or controlled by the Employer's previous compensation practices, but shall only be implemented upon negotiated agreement between the Union and the Employer, or as otherwise imposed by the Employer as allowed by law after an impasse in negotiations.

8.2.4 All pay and adjustments in this section are stated for a 1.0 FTE Provider, and shall be pro-rated for Providers working less than 1.0 FTE.

8.3 Fellows

8.3.1 Base salary is $109,345.00 per year, payable on a one-week lagged basis on the Employer's regular payroll cycles.

8.3.2 Fellows shall work the monthly shift requirement for their FTE (12-13 for 1.0 FTE) during the 90 days they are part of the fellowship program.

8.3.3 Effective on January 1, 2021, the base salary will be increased to $110,985.00.

8.3.4. Effective January 1, 2022, the base salary will increase, if at all, based on the Employer's assessment of the adjustment necessary to match market conditions.

8.3.4.1 Should the Employer's assessment of the January 1, 2022, adjustment necessary to match market conditions result in an increase in the Provider's base salary of less than one and twenty five one hundredths of one percent (1.25%), the Employer will increase the Provider's base salary to $112,372.00, payable the first pay period after January 31, 2022.

8.3.4.2 Pay adjustments after those identified above shall not be assumed, automatic or controlled by the Employer's previous compensation practices, but shall only be implemented upon negotiated agreement between the Union and the Employer, or as otherwise imposed by the Employer as allowed by law after an impasse in negotiations.

8.3.5 Unless expressly identified as applicable to Fellows, no other provision of this Agreement shall apply to Fellows during their participation in the Fellowship program.

8.3.6 All pay and adjustments in this section are stated for a 1.0 FTE Fellow, and shall be pro-rated for Fellows working less than 1.0 FTE.

8.4 Productivity Bonus. Providers are eligible for a productivity bonus as follows. The productivity bonus is determined on a shift by shift basis. The productivity bonus is paid to an individual Provider if he/she provides care for more than thirty-two (32) patients in an individual shift. If the Provider provides care to more than thirty-two patients on a shift, the productivity bonus shall be $15.00 for APP's and $24.00 for Physicians for all patients in excess of thirty-two for whom the Provider provided care on that shift. The productivity bonus is calculated at the end of each month and paid in the following month.

8.4.1 For purposes of computing the Productivity Bonus, a complete encounter between a Provider and a patient counts as one visit. During a shift worked at a clinic, (a) A complete video visit (a two-way audio-visual encounter between a Provider and a patient) when available counts as one visit; (b) A complete chat visit (a text-based telephonic encounter) when available counts as one-half (1/2) of a visit; and (c) A complete e-visit (a Provider review of an electronic one-way patient interview) when available counts as one fifth (1/5) of a visit.

8.4.2 For purposes of computing the Productivity Bonus, a Provider assigned to orient a new Provider, or overseeing a Fellow, shall be given credit for patients seen by the new Provider or Fellow as follows.

8.4.2.1 Patients seen by a new Provider during the new Provider's orientation (a time period established by the Employer, not to exceed one week) shall be credited to the Provider

overseeing the new Provider. Such patients shall not be credited to the new Provider for the purposes of a Productivity Bonus.

8.4.2.2 Patients seen by a Fellow during the Fellow's initial month of employment shall be credited to the Provider overseeing the Fellow. Such patients shall not be credited to the Fellow for the purposes of a Productivity Bonus.

8.4.2.3 Patients seen by a Fellow after the first month of the Fellow's employment shall be credited to the Provider overseeing the Fellow at the rate of one-half (1/2) of a visit. Such partial patient visits credited to the overseeing Provider shall not be credited to the Fellow for the purposes of a Productivity Bonus.

8.4.2.4 Should a Provider overseeing a Fellow believe that such oversight after the time period specified in Section 8.4.2.2 prevents the Provider from seeing the volume of patients to which he or she would otherwise provide care, the Provider shall notify his or her assigned Clinical Care Director. Should the CCD conclude that additional credit for patient care visits should be assigned to the overseeing Provider, the CCD may adjust the ratio identified in Section 8.4.2.3 for such time periods as the CCD concludes is appropriate. Any such additional partial patient visits credited to the overseeing Provider shall not be credited to the Fellow for the purposes of a Productivity Bonus.

8.5 Standby/On Call Pay. Providers shall be paid a flat rate of $40 for a four (4) hour standby assignment. If the Provider is called into work, the Provider shall be paid at the regular rate plus an additional $500 for the time actually worked.

8.6 Work Away from Home Clinic. Providers involuntarily assigned to work at a clinic other than his or her regularly designated home clinic, other than as a result of a Standby/On Call assignment covered by Section 8.5, shall be compensated as follows.

8.6.1 If a Provider is assigned to a clinic other than his or her home clinic that is located more than fifteen (15) miles further from the Provider's residence than the Provider's home clinic, the Provider will be reimbursed for all miles commuted in excess of thirty (30) at IRS standard mileage rates. For float providers not assigned to a home clinic, if assigned to a clinic more than ten (10) miles further from the Provider's residence than the furthest clinic to which the Provider is normally assigned, the Provider will be reimbursed for all miles commuted in excess of twenty (20) miles at IRS standard mileage rates.

8.6.2 If a Provider is assigned to a clinic other than his or her home clinic that is located more than fifteen (15) miles further from the Provider's residence than the Provider's home clinic more than three (3) times in a calendar month, the Provider will be paid a stipend of $792 for physicians and $419 for APPs for each such shift actually worked.

8.7 Extra Shifts. After completion of the scheduling process set out in Section 7.2 through 7.2.3, Providers may sign up for remaining extra shifts beyond a 1.0 FTE. The Employer may

assign such shift to a different Provider, in lieu of a Provider working the shift as an extra shift, if such other Provider may work the shift without incurring an extra shift premium. For each such extra shift actually worked beyond the fourteenth (14^{th}) shift in that month, the Provider shall be paid compensation equivalent to one shift's pay at the Provider's normal rate of compensation plus a stipend of $792 for physicians and $419 for APPs for each such shift actually worked.

8.8. PA Supervision. For each physician's assistant for whom a physician is assigned to supervise, the physician will be paid a stipend of $265 per calendar quarter for all duties required for physician's assistant supervision, including but not limited to the review of twenty (20) encounter charts per supervised physician's assistant per calendar quarter. PA supervision assignments shall be evenly distributed among Physicians, prorated by FTE. A Physician working a FTE may be assigned the maximum number of PAs permitted by the Department of Health, pro-rated for FTE. Physician oversight shall be limited to PAs in MultiCare's Retail Health Division. A Physician who believes that he or she is unable to supervise a physician's assistant because of the PA's field of practice, location or other professional standard may address that issue to his or her Clinical Care Director for decision. Physicians may volunteer to oversee PAs outside of MultiCare's Retail Health Division, and shall be paid the stipend prescribed above for such supervision.

8.9 Implementation. When practicable, MultiCare will take necessary steps to program all provisions of this Article VIII into its payroll system. MultiCare may take all necessary actions to implement such programs. Payments may be lagged to accommodate manual calculation of payments until such programing is completed.

ARTICLE IX

Leaves of Absence

9.1 General. All leaves are to be submitted to MultiCare in writing as far in advance as possible, stating all pertinent details and the amount of time requested. A written reply to grant or deny the request shall be given by MultiCare within thirty (30) days. For purposes of eligibility for leave for part- time providers, one (1) year shall equal twelve (12) consecutive calendar months. For purposes of this Agreement, a leave of absence begins on the date of absence from work.

9.2 Maternity Leave. Leave without pay shall be granted upon request of the provider for the period of maternity disability due to the pregnancy and/or delivery, without loss of benefits accrued to the date such leave commences. The Employer shall return the provider to the same unit, shift and FTE status, if the provider returns from the maternity leave at the end of the disability as certified by the provider's physician. For providers not entitled to Family Leave {9.3), requests for maternity leave in excess of the disability period shall be subject to meeting proper staffing requirements as approved by the provide r' s supervisor.

9.3 Family Leave. As required by federal law, upon completion of one (1) year of continuous employment, any provider who has worked at least 1250 hours during the prior twelve (12) months shall be entitled to up to twelve (12) weeks of unpaid leave per year for the birth, adoption or placement of a foster child; to care for a spouse or immediate family member with a serious health condition; or when the provider is unable to work due to a serious health condition. The Employer shall maintain the provider's health benefits during this leave and shall reinstate the provider to the provider's former or equivalent position (same department, FTE and shift) at the conclusion of the leave. If a particular period of leave qualifies under both the Family and Medical Leave Act of 1993 (FMLA) and state law, the leaves shall run concurrently. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the federal law and shall not be more broadly construed. The provider may elect to use any accrued paid leave time for which the provider is eligible during the leave of absence. Generally, providers are encouraged to give at least thirty (30) days' advance notice to the Employer of the request for leave.

9.3.1 As required by Washington State's Family Care Act, benefits earning providers shall be entitled to time off to care for covered family members who meet the qualifications for coverage. Covered family members include: child; spouse; parent; grandparent; and, parent-in-law. This leave shall be interpreted consistently with the rights, requirements, limitations and conditions set forth in the State law and shall not be more broadly construed. The Employer may require the provider to use all accrued paid leave. Leave taken under the State Family Care rules that qualifies for leave under the FMLA will be counted towards the physician's FMLA leave entitlement if the provider is eligible for FMLA.

9.3.2 Washington Paid Family and Medical Leave Law. The Employer will meet its rights and responsibilities under the state of Washington's Paid Family and Medical Leave Law. Per the current law, the employer will withhold premiums from the employees up to 63.33% of the total premium, and the employer is responsible for paying the remaining 36.67%.

9.4 Maternity and Family Leave Combined. A provider may guarantee her position for a period of up to the period of disability plus twelve (12) weeks by combining her maternity and family leave. The total amount of combined maternity and parental leave cannot exceed the longer of six (6) months or the period of disability plus twelve (12) weeks without loss of benefits accrued to the date leave commences.

9.5 Health Leave. After one (1) year of continuous employment, leave of absence for a period of up to six (6) months may be granted without pay for health reasons, for a non-FMLA purpose, upon the recommendations of a physician, without loss of accrued benefits. The Employer shall guarantee the provider's position if the provider returns from the health leave within eight (8) weeks. If the provider has not returned to work within eight (8) weeks of the commencement of the leave, the Employer will thereafter make a good faith effort to hold the provider's position for an additional four (4) weeks. In the event the Employer is required to fill the position due to business necessity between the ninth (9th) and the twelfth (12th) week

period, the provider will be notified and given the opportunity to return to work. If the provider is unable to return to work at that time, the provider when returning from the health leave of absence will then be offered the first available opening consistent with the job description held by the provider prior to the leave of absence. Any leave to the extent accrued shall be used during the leave of absence. This leave of absence shall run concurrently with any leaves of absence provided by state or federal law.

9.6 No Benefit Accrual. 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.

9.7 Return to Work. With the exception of Section 9.5 Health Leave (above), if a non- FM LA leave of absence, either alone or in conjunction with paid time off, does not exceed thirty (30) days, a provider will be entitled to return to the provider's former job, provided that the provider returns at the end of the scheduled leave. If a leave exceeds thirty (30) days, the Employer does not guarantee that the provider can return to the provider's former position, but the provider will be eligible for the first available similar position without loss of accrued benefits, provided that the provider is available to return to work on or before expiration of the leave.

9.8 Failure to Return to Work. A provider who fails to return at the end of a scheduled leave of absence or any agreed upon extension of a leave of absence shall be considered terminated for administrative purposes. The Employer will engage in the interactive process with a provider who is able to return to work with accommodations. If a provider takes employment elsewhere during the leave without prior approval of the Employer, the physician shall be considered terminated.

9.9 Bereavement Leave. A provider may be allowed up to three (3) working days off with pay in case of a death in the provider's immediate family. Up to two (2) additional days from the provider's accumulated PTO accrual may be approved if, in the Employer's opinion, extensive travel is required to attend the funeral. The immediate family shall be defined as spouse, child, parent, grandparent, brother, sister, grandchild, mother-in-law, father-in-law or any relative living in the same household.

9.10 Military Leave. Leaves without pay for military duty shall be granted in accordance with applicable law.

9.10.1 Leave to Care for an Injured Service Member. As required by Federal law, an eligible provider who is the spouse, son, daughter, parent, or next of kin (nearest blood relative) of a covered service member who is recovering from a serious illness or injury sustained in the line of duty while on active duty is entitled to up to 26 weeks of leave in a single 12-month period to care for the service member.

9.10.2 Leave for Military Exigency. As required by Federal law, eligible providers are also entitled to up to 12 weeks of leave because of "any qualifying exigency" as defined by the Department of Labor arising out of the fact that the spouse, son, daughter, or parent of the employee is a reservist, National Guard member, or a recalled retired member who has been notified of an impending call to active duty status in support of a contingency operation.

9.10.3 Military Spouse Leave. As required by State law, an eligible provider who is the spouse of a military member called to active duty, ordered to be deployed or on leave from deployment during times of a military conflict is entitled to take a total of fifteen (15) days of leave per deployment. The leave may be taken without pay or the provider may choose to use paid time as provided by Article V.

9.11 Domestic Violence Leave. As required by State law, a provider who is a victim of domestic violence, sexual assault or stalking is entitled to take reasonable or intermit tent leave from work, paid or unpaid, to take care of legal or law enforcement needs or get medical attention , social-services assistance or mental health counseling. A provider who is a family member (defined as child, spouse, parent, parent- in-law, grandparent or person who the provider is dating) of the victim may also take reasonable leave to help the victim take leave or seek help . The Employer will require verification as described in the State law from the provider who is requesting the leave.

9.12 Jury Duty. A regular full-time or part-time provider who is called upon to serve on jury duty on a regularly scheduled working day shall be compensated by the Employer at the provider's regular rate of pay.

ARTICLE X

Medical, Dental and Other Benefits

10.1 Flexible Benefits (Medical and Dental) Insurance. The Employer shall provide the option for full medical, dental and life insurance plans to all Providers working a minimum of 0.75 FTE and part time benefits for Providers working 0.4 to 0.74 FTE in accordance with the terms of those plans.

10.2 Group Term Life. The Employer shall provide for basic life insurance in accordance with the terms of the Employer’s plan.

10.3 Voluntary Options. Voluntary benefits option may be available to benefit eligible Providers on the same basis as for similarly situated non-union employees that currently includes:
Optional Group Term Life
Accidental Death & Dismemberment
Group Short Term Disability
Spouse Group Term Life

Child Life
Flexible Spending Accounts - Health Care & Dependent Day Care
Health Savings Account
Voluntary benefits are subject to the terms of the Plans and subject to changes based on regulatory requirements and/or changes.

10.4 Group Long Term Disability. The Employer shall provide a group long term disability insurance plan at no cost to all Providers scheduled to work a 0.6 FTE or above. Depending on the benefit class and FTE, the plan may include a voluntary buy up option.

10.5 Retirement Account Plan (RAP). All Providers shall participate in the employer sponsored Retirement Account Plan on the same basis as Puget Sound region employees and in accordance with the governing Plan document.

10.6 403b Employee Savings Plan. All Providers may participate in the Employer's voluntary savings plan with no waiting period on the same basis as Puget Sound region employees, in accordance with the governing benefit plan documents.

10.7 457(b) Top Hat Plan. Physicians holding a 0.4 FTE or greater may voluntarily participate in the 457(b) Top Hat plan per the Employer's policy and plan document, which may change from time to time in the Employer's sole discretion.

10.8 CME Allowance.

10.8.1 Physicians. The Employer shall provide a CME allowance for physicians working 0.6 FTE or greater that is tiered by FTE as noted below, prorated for the initial year of hire. Reimbursement is subject to pre-approval by Administration to ensure compliance with IRS guidelines and Employer policy. Funds accrued during one (1) calendar year must be used prior to the completion of the following calendar year.

0.75 FTE or greater: $4,000 per calendar year.
0.6 to 0.74 FTE: $2,000 per calendar year.

10.8.2 APPs. The Employer shall provide a CME allowance of $2,000.00 per year, pro-rated by FTE for APPs working a 0.4 FTE or greater, prorated for the initial year of hire. Reimbursement is subject to pre-approval by Administration to ensure compliance with IRS guidelines and Employer policy. Funds accrued during one (1) calendar year must be used prior to the completion of the following calendar year.

10.9 Tuition Assistance. Tuition assistance shall be granted at the following rates for APPs:
100% up to $3,000/year (minimum 0.8 FTE)
100% up to $2,000/year (0.6-0.79 FTE)
100% up to $1,000/year (0.4-0.59 FTE)

10.10 Dues and Fees. Physician/APP (except for per diem employees) expenses that are required to maintain licensure and/or medical credentialing will be reimbursed by the Employer. Such fees and dues shall include: Washington State licensure, board certifications and re-certifications, DEA and any other fees required for employment or credentialing.

10.11 Options for Pay in Lieu of Benefits or Waiver of Medical and Dental Benefits.

10.11.1 Upon satisfaction of the requirements expressed in Section 10.11.3, APPs may elect to forego all benefits provided by this Article X and Annual Leave as provided by Article V (but not Sea-Sick), and instead receive additional compensation in the amount of Fifteen Percent (15%) of the salary established in Section 8.2 (or Section 8.3, for APP Fellows) for all hours paid.

10.11.2 Upon satisfaction of the requirements expressed in Section 10.11.3, Providers may elect to forego Medical and/or Dental Benefits as set forth in Section 10.1, and receive Fifty Dollars ($50.00) per month for waiving Medical Benefits for Providers working 0.75 FTE and above, or Twenty Five Dollars ($25.00) per month for waiving Medical Benefits for Providers working 0.4 to 0.74 FTE. Waiving Dental Benefits shall entitle a Provider working 0.75 FTE and above to a payment of Seven Dollars ($7.00) per month, and a payment of Three Dollars and Fifty cents ($3.50) per month for a Provider working 0.4 to 0.74 FTE.

10.11.3 In order to exercise either the option made available by Section 10.11.1 or the option made available by Section 10.11.2, the Provider must furnish the Employer with proof that the Provider is otherwise covered by acceptable health insurance benefits. Health insurance benefits will be deemed acceptable if they provide medical insurance benefits reasonably equivalent to those provided by the Employer pursuant to Section 10.1.

10.11.4 Providers may exercise the option for pay in lieu of benefits or waiver of medical and dental benefits only during the Employer's established annual open enrollment period; mid-term changes may be made for reasons identified by law.

ARTICLE XI

Grievance Procedure

11.1 Grievance Defined. A grievance is defined as an alleged breach of the terms and conditions of this Agreement. It is the desire of the parties to this Agreement that grievances be remedied informally wherever possible and at the first level of supervision.

11.2 Time Limits. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. Subject to the provisions of this Article, any grievance which is unresolved following the meetings set forth in this grievance procedure shall automatically be pursued to the next higher step. The moving party agrees to notify the other of their intent to do so.

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

Step 1. Clinical Care Director

If a provider has a grievance, the provider must first present the grievance in writing to the provider's Clinical Care Director within fourteen (14) calendar days from the date the provider was or should have been aware that the grievance existed. Upon receipt thereof, the Clinical Care Director shall attempt to resolve the problem and shall respond in writing to the provider within thirty (30) calendar days following receipt of the written grievance. If the Clinical Care Director is not available, the Union agrees to extend the time limit up to ten (10) calendar days.

Step 2. Physician Executive

If the matter is not resolved to the provider's satisfaction at Step 1, the provider shall present the grievance in writing to the Executive (or the Executive's designee) within fourteen (14) calendar days of the Clinical Care Director's decision. A conference between the provider and Physician Executive (or the Executive's designee) shall be held within fourteen (14) calendar days for the purpose of resolving the grievance, or as soon thereafter as possible, if the Physician Executive (or designee) and the Union's calendars do not allow for scheduling the conference to be held within 14 calendar days. The Physician Executive (or the Executive's designee) shall issue a written reply within fourteen (14) calendar days following the grievance meeting.

Step 3. Director of Labor Relations

If the matter is not resolved at Step 2 to the provider's satisfaction, the grievance shall be referred in writing to the Director of Labor Relations (and/or designated representative) within fourteen (14) calendar days of the Step 2 written response. The Director of Labor Relations (and/or designated representative) shall meet with the provider and the Union representative within fourteen (14) calendar days for the purpose of resolving the grievance, or as soon thereafter as possible, if the Director of Labor Relations (and/or designated representative) and the Union's calendars do not allow for scheduling within 14 calendar days. The Director of Labor Relations (and/or the designated representative) shall issue a written response within fourteen (14) calendar days following the meeting.

Step 4. Arbitration.

If the grievance is not settled on the basis of the foregoing procedures, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Director of Labor Relations (and/or the designated representative). If the Employer and the Union fail to agree on an arbitration, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall alternate in striking a name from the panel until one (1) name remains. The person whose name remains

shall be the arbitrator. 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, deposition costs, 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.

11.3.1 Group Grievance. The Union may initiate a grievance at Step 2 if the grievance involves three (3) or more providers who can demonstrate evidence of alleged harm and/or impact by the purported contract violation. Submission of a Group Grievance is subject to Section 11.2, Time Limits, as well as all other requirements under this Article.

11.4 Mediation. The parties may agree to use the mediation process is an attempt to resolve the grievance. Both parties must mutually agree to use mediation and neither party may require that any grievance be sent to mediation. The parties agree to use a mediator from the Federal Medical and Conciliation Services, but may, by mutual agreement, agree to use a private mediator (selected and agreed upon by both parties). Mediation shall not be considered a step in the grievance process and may be pursued concurrently with the filing and processing of a grievance.

ARTICLE XII

General Provisions

12.1 Effect of Invalidity. This Agreement shall be subject to all future and present applicable federal and state laws, executive orders of the President of the United States or the Governor of the State of Washington and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the declaration of any court of competent jurisdiction, 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 life of the Agreement. If any provision is held invalid, the parties hereto shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE XIII

Continuity of Care; Patient Freedom of Choice

13.1 In order to facilitate the ability of the Employer to provide cost-effective medical care of satisfactory quality to its patients within an integrated continuum of service providers, Providers agree to utilize preferentially the Employer, or other providers affiliated with the Employer, in caring for his or her patients if the Employer or its affiliated providers offer the services needed.

13.2 Nothing in this Article shall be construed to limit in any way the freedom of Providers, in the exercise of independent clinical judgment, to care for any patient in any non-MHS facility or to refer such patient to a provider not employed by MHS if such patient would be better served from a clinical or geographic perspective by receiving care in such other facility or from such other provider; nor shall this Article be construed so as to limit the ability of Providers to utilize any facility or provider if a patient expresses a desire to receive necessary and appropriate services from such facility or provider; under all circumstances, the freedom shall be preserved of any patient to choose the facility or provider from which he or she receives medical services.

ARTICLE XIV

Labor-Management Committee

14.1 The Labor-Management Committee shall be comprised of three (3) representatives of management, and three (3) representatives selected by the Union. One (1) representative of MHS Labor Relations and one (1) representative from UAPD may attend the meetings but neither shall count towards the total of three (3) representatives as noted above. This Committee is intended to be a collaborative discussion of issues between management and the providers with the primary purpose of enhancing and maintaining high standards of safe patient care.

14.2 The Labor-Management Committee shall meet monthly, bi-monthly or quarterly as determined by the Committee and on a permanent basis. In addition to discussing matters relating to patient care and other matters of mutual concern, the subjects of staffing, support staffing, schedules, workloads and the effective and efficient utilizations of providers will be standing agenda items for this committee. During the course of this contract, the Committee may, at the request of either management or the Union, engage in an FMCS labor management committee training on the use and function of the Committee.

ARTICLE XV

Practice and Safety Committees

15.1 The Practice Committee shall be supported by both Providers and Management and meet not less than once quarterly. More frequent meetings shall be mutually agreed to by both parties. The Practice Committee shall consist of three (3) Providers who are selected by the bargaining unit. Management shall be represented by three (3) members, a minimum of one (1) of whom is a licensed Provider (Physician, PA or ARNP). In addition, one (1) representative from MHS Human Resources and one (1) representative from the Union may attend the meetings as observers. By mutual consent, the Committee may invite guests to provide information related to issues before the Committee. The HR and Union representatives' sole purpose is to ensure that issues that are related to contracts terms and conditions are not discussed in the Committee. Meetings shall be scheduled sufficiently far in advance such that Providers may arrange their schedule to not perform clinical work during the time scheduled for the Committee meeting. The Committee shall endeavor to maintain a regular meeting time (e.g. first Thursday of the month) to facilitate scheduling. Agendas will be prepared, and minutes kept of all meetings. Prior to distribution of minutes, both parties will review and approve the minutes. Copies of minutes shall be made available to the bargaining unit and the Employer.

15.2 The function of the Practice Committee shall be an advisory body to identify patient care and Provider practice issues of mutual concern, and initiate problem-solving models to be recommended to Clinic Leadership. At the request of the Union or the Employer or on referral from the Joint Safety Committee, workplace safety may be an agenda item for the Practice Committee. The Committee shall develop the Committee's objectives and goals for the duration of this Contract.

15.3 Joint Safety Committee. The Employer recognizes the importance of, and is committed to providing, a safe workplace that is free of hazards and unsafe work practices. The parties therefore agree to establish a Joint Safety Committee, as follows:

15.3.1 The Committee shall consist of three (3) Providers selected by the Union; one of the Union's initial appointees shall serve a term of one (1) year, and the other two shall serve terms of two (2) years. Thereafter, Provider members shall be appointed by the Union to terms of two years.

15.3.2 The Committee shall also consist of three (3) members appointed by the Employer. At the discretion of the Employer, its appointees may include non-Provider clinic staff.

15.3.3 The Committee shall meet no less than quarterly, unless by the consensus of Committee members no meeting is necessary in a particular calendar quarter. More frequent meetings shall be mutually agreed to by both parties.

15.3.4 Meetings shall be scheduled sufficiently far in advance such that Providers may arrange their schedule to not perform clinical work during the time scheduled for the Committee meeting. The Committee shall endeavor to maintain a regular meeting time (e.g. first Thursday of the month) to facilitate scheduling.

15.4 The Joint Safety Committee shall consider any issue pertaining to workplace safety referred to it by the Union, the Employer, the Practice Committee, or an employee. The Joint Safety Committee shall advise the Employer on any or all aspects of those matters.

ARTICLE XVI

End of Day Management

16.1 Management may stagger shifts at clinics with two or more providers.

16.2 At clinics that have averaged more than 3 ½ (3.5) patients per hour per provider for the previous month, the last patient scheduled on Solv will be scheduled one hour before posted closing time. This average shall be computed on the basis of an eleven and one half (11 1/2) hour day to reflect the Provider's meal period.

16.3 At two (2) hours before posted closing time, should the number of patients meet or exceed three (3) patients per provider per hour, patients (a) may be offered prescheduled next day appointments, and/or (b) provided the option of using Indigo Online care and/or (c) may be provided information about the options available at other nearby Indigo clinics with shorter wait times and/or available appointments. Patients electing to wait and be seen will not be turned away.

16.4 The parties will discuss the end of shift triage protocol at the Practice Committee and may request that it be a standing agenda item.

16.5 Required support staff shall remain working for all hours in which patients are present in the clinic.

ARTICLE XVII

No Strike/No Lockout

17.1 **No Strike.** During the term of this Agreement, there shall be no strikes, including any sympathy strikes, work stoppages, picketing, hand-billing, walkouts, slowdowns, boycotts or any other activity that interrupts or impedes work, or the delivery of goods, services or patients to the Employer. No officers or representatives of the Union shall authorize, instigate, aid or condone such activity. In the event of any such activity, the Union and its officers and agents shall do everything within their power to end or avert the same. Any Provider participating in

any of the activities referred to above, including the refusal to cross a picket line posted by any other labor organization or any other party, may be subject to discipline.

17.2 No Lockout. The Employer shall not engage in any lockout during the term of this Agreement.

ARTICLE XVIII

Clinical Care Directors

18.1 MultiCare agrees that it will not create more than six (6) Clinical Care Director positions. MultiCare reserves the right to create additional Clinical Care Director positions if additional urgent care centers are created, not to exceed one Clinical Care Director position for every three (3) to seven (7) total clinics. MultiCare agrees that Clinical Care Directors will normally, on average, perform no more than .6667 FTE of clinical work that would otherwise be bargaining unit work.

ARTICLE XIX

Duration

19.1 Expiration. This Agreement shall be effective upon the date of ratification and shall remain in full force and effect until December 31, 2022, and annually thereafter unless either party serves notice on the other to amend or terminate the agreement by giving written notice to the other party not less than ninety (90) days in advance of the expiration date.

ARTICLE XX

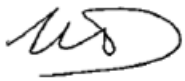
Successorship

20.1 Succession. If the Clinics covered under this Agreement are in part or in whole, sold, or operations are otherwise transferred to another employer, the Employer agrees to notify the Union in writing at least sixty (60) days prior to the effective date, or as soon as practicable. Upon written request of the Union, the Employer will meet with the Union to engage in good faith bargaining over the impact of such changes.

Signature Page

For the Employer:

Laura Edwards
Executive Director, Human Potential



Dr. Mark Mariani
Chief Medical Officer and Vice President

For the Union:

Joe Crane
Regional Administrator, UAPD

Exhibit A

Physician Practice Plan

1. **Purpose.** The purpose of this document is to further define Physician's responsibilities in the Indigo Urgent Care.

2. Professional Nature of Services. Physicians are engaged to practice medicine and will do so consistent with Article XIII of the CBA. None of the terms of employment shall interfere with the Physician-patient relationship or restrict the practice of medicine by Physician in accordance with applicable laws and professional medical standards. Notwithstanding the foregoing, at all times Physician shall practice within the scope of services to be offered by the Indigo clinics as designated by MultiCare.

3. **FTE Status.** Physician's status is the FTE level agreed upon between each Physician and MultiCare. Full time (1.0 FTE) Physicians in Indigo are expected to work 168 shifts per year (or 154 shifts per year if all annual leave is taken), distributed as evenly as possible each month. The number of shifts for partial FTE status shall be prorated in accordance with Physician's FTE status. Physician may be expected to work partial shifts based upon the operational needs of the clinic or division. Credit for partial shifts will be prorated. Requests in change of FTE status must submitted in writing to Physician's Clinical Care Director ("CCD"). Discretion to grant FTE changes rests with the CCD after consultation with operations partners. Factors considered include, without limitation, availability of clinical resources and business unit and MHS strategic direction and initiatives.

4. **Work Locations.** Physicians who are assigned a home clinic may be required to work at other clinics as needs arise. This will be used as a last resort for scheduling and all reasonable efforts will be made by the scheduling coordinator or clinic manager to avoid long distance travel by the physician greater than 30 miles, measured from the Physician's home clinic.

5. **Clinic Hours.** Physician must arrive at the clinic in advance of morning huddle and be available to see his/her first patient at the beginning of Physician's scheduled shift; must remain onsite for the duration of Physician's shift until the last patient is seen; and ensure that clinic doors remain unlocked during business hours.

6. **Clinical Responsibilities.** Physician's duties include, without limitation, the following:
(a) Evaluating and treating patients in accordance with clinical best practices for urgent care physicians and delivering care in an ethical and legal manner.
(b) Practicing within the scope of practice as outlined in the Scope of services document for MultiCare Indigo posted on the MHSnet, Compliance 360.
(c) Performing follow up care on patients as necessary, including review of outstanding laboratory or x-ray findings resulted during the physician's clinical shift.
(d) Treating all patients and staff with respect and compassion consistent with the MHS values.

(e) Participating in customer service training and customer service goals set for Physician and the clinics. Be amenable to feedback and service coaching if not achieving those goals.
(f) Completing all documentation in the electronic medical record within 48 hours of the encounter.
(g) Accurately coding all services rendered and participating in training to keep abreast of changes or to correct deficiencies.
(h) Maintaining personal and clinic productivity consistent with peer and national industry standards for urgent care (3-4 patients per hour) while taking rest and meal breaks deemed necessary by the Provider, while complying with MultiCare standards.

7. **PA Supervision.** Physician shall supervise assigned certified physician assistants (PA-Cs) working in the urgent care system or the maximum allowed number permitted by the Department of Health. Supervision shall be in accordance with the Department of Health regulations and state-approved practice plan shall include, but is not limited to, conducting quarterly chart reviews for each assigned PA-C, participating in evaluations of such PA-Cs and serving as an alternate supervising physician for other PA-Cs while on duty.

8. **Administrative Responsibilities.** Physician shall:
(a) Comply with MHS programs, policies, rules, and procedures including those in place now or hereafter published and available to the physician including, without limitation, the Conflict of Interest Policy.
(b) Comply with applicable federal, state, and local laws and regulations, licensing requirements, government and third-party payor requirements.
(c) Participate in quality control efforts and initiatives including credentialing processes, peer review proceedings, quality improvement initiatives, treatment protocols, review of pharmaceutical formularies, and daily huddles.
(d) Participate in clinic meetings and to work with the clinic manager and medical director to support new initiatives.
(e) Provide clinical direction and consultation to Advanced Practice Providers. In addition, physicians will engage with Advanced Practice Provider colleagues when needed regarding clinic performance, including but not limited to clinical pace and productivity, patient and customer experience, and quality outcomes.

EXHIBIT B

APP Practice Plan

1. Purpose. The purpose of this document is to further define APP's responsibilities in the Indigo Urgent Care.

2. Professional Nature of Services. APPs are engaged to practice medicine and will do so consistent with Article XIII of the CBA. None of the terms of employment shall interfere with the APP-patient relationship or restrict the practice of medicine by APP in accordance with applicable laws and professional medical standards. Notwithstanding the foregoing, at all times APP shall practice within the scope of services to be offered by the Indigo clinics as designated by MultiCare.

3. FTE status. APP's status is the FTE level agreed upon between each APP and MultiCare. Full time (1.0 FTE) APPs in Indigo are expected to work 168 shifts per year (or 154 shifts per year if all annual leave is taken), distributed as evenly as possible each month. The number of shifts for partial FTE status shall be prorated in accordance with APP's FTE status. APP may be expected to work partial shifts based upon the operational needs of the clinic or division. Credit for partial shifts will be prorated. APP may be expected to work partial shifts based upon the operational needs of the clinic or division. Requests in change of FTE status must submitted in writing to APP's Clinical Care Director ("CCD"). Discretion to grant FTE changes rests with the CCD after consultation with operations partners. Factors considered include, without limitation, availability of clinical resources and business unit and MHS strategic direction and initiatives.

4. Work Locations. APP's who are assigned a home clinic may be required to work at other clinics as needs arise. This will be used as a last resort for scheduling and all reasonable efforts will be made by the scheduling coordinator or clinic manager to avoid long distance travel by the APP greater than 30 miles, measured from the APP's home clinic.

5. Clinic Hours. APP must arrive at the clinic in advance of morning huddle and be available to see his/her first patient at the beginning of APP's scheduled shift; must remain onsite for the duration of APP's shift until the last patient is seen; and ensure that clinic doors remain unlocked during business hours.

6. Clinical Responsibilities. APP's duties include, without limitation, the following:

(a) Evaluating and treating patients in accordance with clinical best practices for urgent care physicians and delivering care in an ethical and legal manner.

(b) Practicing within the scope of practice as outlined in the Scope of Services document for MultiCare Indigo posted on the MHSnet, Compliance 360.

(c) Performing follow up care on patients as necessary, including review of outstanding laboratory or x-ray findings resulted during APP's clinical shift.

(d) Treating all patients and staff with respect and compassion consistent with the MHS values.
(e) Participating in customer service training and customer service goals set for Physician and the clinics. Being amenable to feedback and service coaching if not achieving those goals.
(f) Completing all documentation in the electronic medical record within 48 hours of the encounter.
(g) Accurately coding all services rendered and participating in training to keep abreast of changes or to correct deficiencies.
(h) Maintaining personal and clinic productivity consistent with peer and national industry standards for urgent care (3-4 patients per hour) while taking-rest and meal breaks deemed necessary by the Provider, while complying with MultiCare standards.

7. Administrative Responsibilities. APP shall:
(a) Comply with MHS programs, policies, rules, and procedures including those in place now or hereafter published and available to APP including, without limitation, the Conflict of Interest Policy.
(b) Comply with applicable federal, state, and local laws and regulations, licensing requirements, government and third-party payor requirements.
(c) Participate in quality control efforts and initiatives including credentialing processes, peer review proceedings, quality improvement initiatives, treatment protocols, review of pharmaceutical formularies, and daily huddles.
(d) Participate in clinic meetings and to work with the clinic manager and medical director to support new initiatives.