

ARTICLE 1 — RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all full and regular part-time and per diem physicians, dentists, and advanced practice providers employed at the Employer's facilities. All other employees are excluded, including non-physician management, hygienists, third-party contractors, third-party temporary workers, temporary employees, contingent contractors, contingent workers, contingent employees, locum tenens physicians, locum tenens dentists, locum tenens advanced practice providers, locum tenens workers, office clerical employees, confidential employees, professional employees, guards, and supervisors.
- 1.2 This Agreement applies to all present and future facilities which employee classifications listed in this Article 1 and which are under the management and operation control of the Employer.
- 1.3 The Employer and the Union agree that the exclusive method for resolving differences regarding this article will be negotiation and if negotiation is unsuccessful then the parties agree to submit such differences for unit clarification to the National Labor Relations Board.
- 1.4 For purposes of this agreement, a regular full-time or part-time professional employee is defined as one in a classification referenced in the above Section 1.1. A full-time employee is classified as a person who is employed to work thirty (30) or more hours per week. A part-time professional employee is defined as a person who is employed to work less than thirty (30) hours per week. The language within this Section does not affect the exempt and/or non-exempt status of these professional employees referenced in the above Section 1.1.

ARTICLE 2 — PURPOSE

- 2.1 The purpose of this Agreement is to establish an orderly and harmonious collective bargaining relationship between the Employer and the Union, and to secure and promote the prompt disposition of grievances and the efficient operation of the Employer's business.
- 2.2 The Employer and Union recognize that:
 - 2.2.1. Employees and management agree that patient satisfaction is built and maintained through employee satisfaction and agree to contribute to each other's and each patient's sense of well-being and health through their actions and behaviors.
 - 2.2.2. Employees and management will adhere to mandatory professional licensing standards, and the professional code of ethics as required by federal and/or state law.
 - 2.2.3 The Employer and Union recognize that Employer is a Federally Qualified Health Center ("FQHC") organized under the Public Health Service Act ("PHS Act") to meet the needs of underserved and low-income populations. The Employer and Union acknowledge that Employer is obligated to comply with PHS Act program regulations, and that failure to meet these requirements could result in the loss of FQHC recognition, federal funding, and Employer's ability to continue its mission of service to low-income populations. Employer and Union therefore agree that the terms and conditions of all agreements between them shall be consistent with the Health Center Program regulations and requirements imposed by the Health Resources and Services Administration ("HRSA"). *See generally* Section 330 of the PHS Act (42 U.S.C. 254b) ("Section 330"), as amended, including Sections 330(e), (g), (h), and (i). In the event of a conflict between the terms and conditions of this Agreement and a finding or corrective action required by the HRSA, the parties will comply with the corrective action, notwithstanding any other term of this Agreement. Any ambiguity in the language of this Agreement shall be construed to make this Agreement consistent with the Employer's obligations under the PHS Act and associated regulations.
 - 2.2.4 Employer and Union recognize that Employer and its employees are Section 330 federal employees for certain purposes under PHS Act and the Federal Tort Claims Act ("FTCA") 42 USC 233, and that Employer and its employees must adhere to the requirements of the FTCA program regulations and policy manual to ensure the availability of FTCA medical malpractice and negligence liability protections. *See e.g.*, Section 224(g)-(n), 224(q) of the PHS Act (42 U.S.C. 233(g)-(n) and (q)); and 42 CFR Part 6.

ARTICLE 3 — SAVING CLAUSE

- 3.1 If any portion of this Agreement is invalidated by passage of legislation, a decision of a court of competent jurisdiction, or a state or federal administrative ruling, such invalidation shall apply only to those portions so invalidated, and all remaining portions of this agreement not invalidated, shall remain in full force and effect and both parties shall meet promptly at a mutually agreed upon time for the purpose of renegotiating a provision so invalidated.

ARTICLE 4 — TERM OF AGREEMENT

- 4.1 This Agreement shall be effective following Union membership ratification and receipt of notice of written ratification by the member of the bargaining unit and LFMC's Board of Directors, as represented by LFMC's CEO, effective _____, 2024 and shall remain in full force and effect until its expiration date at 11:59 P.M., _____, 2025.
- 4.2 Not more than ninety (90) days nor less than thirty (30) days prior to the expiration date set forth above, either party hereto may notify the other party in writing of its desire to cancel, amend, or modify this Agreement. Promptly following such notification, and during the period prior to the expiration date of this Agreement, the parties hereto shall meet and engage in negotiations.
- 4.3 If neither party hereto gives timely notice to the other party of its desire to negotiate a successor Agreement, this Agreement shall automatically be renewed for successive one (1) year terms thereafter.

ARTICLE 5 — NO DISCRIMINATION

- 5.1 The Employer agrees not to discriminate against any employee because of membership in the Union, or because of any protected activities on behalf of the Union. The Union agrees not to discriminate against any employee because of lack of Union Membership or lack of participation in activities on behalf or at the request of the Union.

- 5.2 Neither the Employer nor the Union shall unlawfully discriminate against any employee or applicant for employment on account of race, color, religion, national origin, ancestry, sex, sexual orientation, spousal affiliation, physical or mental disability, medical condition, age, or other protected category under applicable law.

ARTICLE 6 — PROFESSIONAL JUDGEMENT

- 6.1 Employer shall not have nor exercise any control over the professional judgment or methods used by Provider in the provision of professional health services to individual patients under this Agreement so long as the Provider complies with:
- 6.1.1 the current standards of care as required federal or state law for Provider's treatment of patients in the community;
 - 6.1.2 the medical protocols, credentialing requirements, rules, regulations, and policies of LFMC; and
 - 6.1.3 the rules, regulations and bylaws required to maintain staff privileges at CHRISTUS St. Vincent Regional Medical Center, when appropriate and as applicable to Provider's practice.
 - 6.1.4 Nothing within this Article restricts LFMC's Chief Executive Officer, Chief Medical Officer, or Dental Director from exercising his, her, or their rights under other provisions of this Agreement, up to and including the right to direct and control LFMC's operations consistent with its mission.
- 6.2 To maintain timely billing practices, Provider hereby acknowledges and agrees that Provider has a professional and ethical obligation to complete accurate and timely medical records for all professional services rendered to patients, and that such obligation continues until discharged by completion of any and all documentation remaining incomplete. For purposes of this article, the term "timely" shall mean within 72 hours of the rendered service. Provider shall prepare required medical records in a complete, accurate and timely manner describing all of the services provided to patients by Provider pursuant to this Agreement, all in accordance with the bylaws, rules, regulations, and policies of LFMC and with all federal, state and local laws, regulations and standards applicable to Providers in clinical practice.
- 6.3 "Timeliness of Documentation Policy," as follows:
- All charts are to be closed within seventy-two (72) hours after each patient encounter to ensure continuity of care and timely claims submissions. On the last day of every month, any provider who has more than sixty (60) charts open will be deemed to have committed a gross misconduct offense and suspended without pay, pursuant to Article 14 of the Agreement, until all charts are closed and coded appropriately. For providers who work less than full time, the maximum allowable number of charts outstanding at month end will be reduced from sixty (60) based on their FTE percentage. The suspension will be for a minimum of one (1) day, and lost wages will be calculated as eight (8) hours divided by 2,080 hours multiplied by the provider's annual salary (0.385%). Providers will receive a report twice monthly indicating the number of charts they have outstanding. It is the provider's responsibility to assure they are aware of their chart status and to abide by the seventy-two (72) hour closure policy. The CMO will have authority to waive this penalty if the CMO believes that circumstance beyond a provider's control prevented them from closing their charts on a timely basis.

Attending charts are not included as part of this policy and the two (2) monthly notifications will continue via email and inter office mail, as currently done.

ARTICLE 7 — Workflow Improvement Team (“WIT”)

7.1 The Parties agree to reinstate and include in this CBA the WIT with the following terms.

The agenda items will be identified and proposed to be discussed before each meeting. Conferences will generally be used for the purpose of providing a forum to review and discuss subjects of mutual concern, or as appropriate to develop plans of action on subjects which include, but are not limited to:

7.1.1 Assurance of professional standards

7.1.2 Scope of practice

7.1.3 Staffing

7.1.4 Optimum patient care.

7.1.5 Needs of local community health.

7.1.6 Recruitment and retention of medical personnel.

7.1.7 Other topics where there is a recognized joint responsibility to provide quality medical care.

7.2 At the time that any Patient Care Conference is scheduled, the Union and the Employer will identify to each other who will be attending.

7.3 Any employee, including a Site Representative, who attends a scheduled Patient Care Conference, pursuant to this provision, will suffer no loss of regular pay for hours absent from work while attending the committee meeting.

7.4 Management shall provide appropriate subject matter experts related to agenda items and those experts shall be presented no later than the following meeting unless agreed upon by the requesting party. However, FTCA training requirements and utilization of HRSA Risk Management Vendors take priority over these expert presentations.

7.5 Items of concern shall have a plan of resolution with a reasonable time frame.

7.6 This committee will meet during the time allotted for the monthly provider meeting on closed Wednesdays.

ARTICLE 8 — JOINT LABOR-MANAGEMENT COMMITTEE

- 8.1 The parties agree to establish a Joint Labor-Management Committee to meet upon the Employer's receipt of an issue expressed within Article 8 of this Agreement. The purpose of the meeting is to discuss contract issues, terms and conditions of employment, and other issues of mutual concern that arise during the term of this Agreement.
- 8.2 The UAPD will identify no more than two (2) members of the bargaining unit to attend. Employer will appoint two (2) members of management to attend, and will appoint an additional two (2) members of management to attend in the event one or both of the designated members of management is unable to attend.
- 8.3 This Committee is not an alternative to the grievance procedure. No issue or article is considered open for negotiation during a meeting, unless agreed to in writing by both parties.
- 8.4 Meetings will be scheduled during normal work hours when possible, provided that attendance at any meeting does not interfere with services to any patient/client of the clinic, and does not interfere with or change provider-patient facing hours. Each UAPD representative will receive one (1) hour of paid time for each meeting attended when such a meeting occurs outside of the UAPD representative's normal work hours. Each meeting will be scheduled in good faith and in a timely manner. Once a meeting is scheduled, it will not be canceled without at least 48-hours' notice, except in unusual circumstances.

**ARTICLE 9 — UNION RIGHTS, UNION ACTIVITY, BULLETIN BOARD,
VISITATION**

- 9.1 After providing Employer with a 24-hour notice, the UAPD Staff Representative shall not be denied reasonable access to the employer's premises during normal operating hours, except areas where access is prohibited by law, disruptive of patient services, or a violation of patient confidentiality. The UAPD Staff Representative shall be required to comply with Employer's visitor sign-in and name tag requirements, as well as wearing the necessary and/or required safety equipment, protective gear, and medical apparel, per The Joint Commission protocols and HRSA Security Protocol.
- 9.2 The Union shall have access to one (1) bulletin board at each clinic, designated by the Employer, for dissemination of the Union information.
- 9.3 The Union shall assume full responsibility for all material that it authorizes. A copy of all posted material shall be given to the Human Resources Department prior to the time of posting and/or mailing. Should a problem arise regarding the content of the posted material, a union/management meeting will be held as soon as possible to discuss it. The Employer may remove postings pending the outcome of the meeting.
- 9.4 The Union will notify the Employer of any meetings which will involve the participation of professional employees during their regularly scheduled work hours and only during breaks, lunch periods, or work hours at times when the patient services will not be disrupted. Subject to the approval of the Employer, no professional employee will suffer loss of any regular pay for being absent from work while participating in any agreed upon meetings or contract negotiations.
- 9.5 Except in situations that require an immediate need to address a work-related issue with a professional employee, the Employer will provide a minimum of seventy-two (72) hours advance notice to any professional employee required to attend a meeting with a supervisor, when such a meeting will involve questioning which may reasonably lead to disciplinary action. The professional employee will be entitled to have Union representation present at such a meeting should such representation be requested by the employee.
- 9.6 During the workday, site representatives may receive and discuss complaints and grievances on the worksite premises only during breaks, lunch periods, or during work hours at times when the patient services will not be disrupted. Provider representatives shall obtain permission from their immediate supervisor for absences from their normal work place in order to conduct Union business. Upon the request of a professional employee covered by this Agreement, a Site Representative or UAPD Staff Representative may be present at disciplinary and grievance meetings.
- 9.7 As per Section 9.6 above, no professional employee designated as a Representative of the Union will suffer loss of any regular pay for being absent from work while participating in a disciplinary or grievance meeting, provided permission from the representative's immediate supervisor has been obtained in advance and unless the professional employee has been

subjected to a lawful adverse employment action that results in suspension or any other unpaid time off.

- 9.8 Management agrees to notify UAPD when new employee orientation is scheduled, and allow them to provide employees information regarding UAPD union membership. At least 15 minutes of the new hire onboarding day shall be devoted to Union orientation by a union representative. At least 7-days' notice shall be provided to the UAPD representative of a new hire's orientation day, if practical.
- 9.9 **NEW EMPLOYEES AND EMPLOYEE LISTS:** Upon request, Employer shall furnish UAPD a listing of employees hired, and employees terminated within the UAPD bargaining unit. The employee listing shall be delivered by electronic mail to the account(s) specified by UAPD and will include the following information: first name, last name, middle initial; employee identification number, job title, FLSA status, rate of pay (hourly or biweekly), full-time/part-time status, start date, and description, work location and address. The UAPD shall give the Human Resources Director a minimum of seven (7) business days advance notice of all requests.
- 9.10 **NEGOTIATING COMMITTEE:** The committee authorized by UAPD to consult, meet, and confer, or negotiate collectively shall consist of no more than four (4) members. Employee/members will be paid for the time spent in negotiations with management. Meetings shall be held at a time and place mutually acceptable to all parties.

ARTICLE 10 — UNION SECURITY

- 10.1 Each new professional employee hired subject to this Agreement will receive a copy of this Agreement within the first thirty (30) days of their employment.
- 10.2 All professional employees covered by this Agreement, shall, as a condition of employment, become members of the Union, within thirty-one (31) calendar days following the beginning date of their employment, and remain members while employed by the employer. Membership in good standing means that the employed member tenders periodic dues as uniformly required by the Union as a condition of acquiring or retaining membership. Employees who fail to comply with this requirement shall be discharged by the Employer within two weeks after written notice to the Employer from the Union, subject to the provisions of law.
- 10.3 The Employer agrees to deduct Union membership dues during the first pay period of each month from the paychecks of professional employees who have submitted a signed authorization form to the Employer. The Employer will remit to the Union all dues deducted together with a written list of professional employees for whom such deductions have been made within ten (10) working days from the date they are deducted.
- 10.4 The Union shall indemnify and hold the Employer harmless against any and all suits, claims, demands, and liabilities that may arise out of or by reason of action taken by the Employer for the purpose of complying with any of the provisions of this Section.
- 10.5 Any Provider who 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.

These conscientious 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 conscientious objection must provide the Union with a receipt of payment to an appropriate charity on a monthly basis.

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

ARTICLE 11 — MANAGEMENT RIGHTS

- 11.1 The Employer and the Union agree that the Employer shall have and retain all the customary and usual rights, powers, functions, and authority to discharge its obligations. The rights, powers, and authority that the Employer had prior to the execution of this Agreement are expressly retained by the Employer, except as modified by this Agreement or by any supplemental Agreement(s) arrived at through the process of collective bargaining. The reserved rights of management shall not be subject to the grievance and arbitration provisions of the Agreement, nor shall the Employer be required to bargain regarding the exercise of any of the reserved rights of management during the term of this Agreement except as required by Agreement's expressed terms.
- 11.2 The Employer and the Union further agree that, except as otherwise limited by this Agreement, the Employer shall retain the right to hire, evaluate, promote, lay off, discipline, discharge, set work schedules, designate work locations, and otherwise direct and control its operations consistent with its mission. In this regard, it is also agreed that the Employer may make such reasonable rules and regulations, not in conflict with this Agreement, as it may deem appropriate from time to time for the purposes of maintaining order, governing conduct, requirements of employment including but not limited to safety and/or effective operation of its facilities and to require compliance with such reasonable rules and regulations by professional employees in the unit. Where such policies have an impact on wages, hours and working conditions of bargaining unit employees, the Employer shall provide advanced notice to the Union and to the employees and the Union shall have a right to confer over such policy changes. The policies shall be enforced as indicated and shall be valid in instances where they do not specifically contradict this Agreement. In such instances where they are in conflict, this Agreement shall govern. Further, the Union shall not have the ability to fail to follow LFMC's policies and procedures that are subject to mandatory compliance of HRSA, the FTCA Program, the Centers for Medicare and Medicaid Services, the U. S. Department of Health and Human Services - Office of Inspector General, The Joint Commission, audit corrective actions, or any other law, regulation, or mandate that LFMC must adhere to in order to stay compliant with the law. Per HRSA, the health center board has the authority to approve policy.
- 11.3 In the event that the Employer decides to subcontract any service or program performed by professional employees covered by this Agreement, and if such contracting will result in a loss of jobs by employees covered by this Agreement, the Employer shall offer to bargain with the Union over the effects of such loss of jobs prior to implementation.

ARTICLE 12 – LAYOFFS

- 12.1 The Employer may lay off professional employees for lack of work or lack of funds. The Employer will notify the Union when it determines that it will be necessary to lay off any professional employee(s), and will give as much advance notice as possible. The Employer will convene a meet and confer session with the Union to discuss the basis for any proposed-layoffs, and to identify any professional employees that may be affected. The meet and confer session will occur no later than two working days following the issuing of formal notice of layoff to any affected professional employee(s).
- 12.2 Prior to the meet and confer session with the Union, the Employer will provide an updated seniority list of professional employees in the appropriate and affected unit(s), indicating name, classification, specialty, site location, and date of employment. For purposes of this section, employees shall maintain, but not increase seniority during any period of time covered by approved unpaid leave of absence. Employment will be deemed to be continuous for any period(s) of time covered by use of paid leave (i.e. vacation, sick leave, holiday).
- 12.3 The Employer will make every effort to provide as much advance notice as possible to any professional employee(s) to be laid off. or who in a layoff situation may be subject to having hours of work reduced. In every case, however, the employer will provide to any affected employee(s) a minimum of thirty-five (35) days written notice, thirty-five (35) days pay in lieu of notice, or a combination of notice and pay in lieu of notice totaling a minimum of thirty-five (35) days.
- 12.4 Prior to implementing any reduction of hours or layoff of any professional employee(s) covered by this Agreement, the Employer will first release extra help on its payroll-e.g. temporary, intermittent, or other non-bargaining unit employees performing work that is customarily done by professional employees in the affected classification(s).
- 12.5 The selection of any professional employee(s) to be laid off or to have hours of work reduced will be based on least seniority as defined by most recent date of hire in continuous employment; provided, however, that the Employer may select more senior professional employee(s) to be laid off in order to ensure that the professional employees who are continuing in the affected classification(s) have the necessary skills, abilities and quality of performance to perform the work which remains. If the Employer decides to lay off or to reduce the hours of a more senior employee in a professional classification while maintaining the employment and/or schedule of a less senior employee in the same classification, the burden of proof for such a decision must be borne by the Employer, and the Employer will provide an explanation to the Union and to the affected professional employee of the basis for that decision. If the Union deems that the Employer has not met its burden of proof: the layoff decision may be submitted to the grievance procedure set forth in Article 13 of this Agreement.
- 12.6 Any professional employee(s) laid off pursuant to this section shall have his or her name placed on a re-employment list for twelve (12) months following the effective date of layoff. The

Employer shall notify employees whose names are on the re employment list, in order of seniority, when vacancies occur within the twelve (12) month period, in the classification(s) from which they were laid off. Any professional employee who is so notified, and who declines an offer of re-employment or fails to respond to an offer of reemployment within seventy-two (72) hours of being notified by certified mail to the employee's last known address, will have his/her name removed from the re-employment list.

ARTICLE 13 – GRIEVANCE PROCEDURES

13.1 Introduction

This article is intended to establish a process by which grievances, as defined herein, may be resolved in an expeditious and orderly manner.

13.2 Definition

A grievance is defined as and is limited to an allegation by a professional employee, a group of professional employees, or the Union acting on behalf of one or more professional employees, with respect to any or all of the following:

- 1) That the employer has failed to implement a condition of employment as specified in this collective bargaining agreement, or the policies, procedures, rules and regulations of the Employer or any department or division of the Employer which are incorporated into the collective bargaining agreement or its appendices.
- 2) Any condition of representation as specified within the National Labor Relations Act, as amended.
- 3) Any problem or question of interpretation on issues within the definitions contained above.

13.3 Definition of a working day:

A working day, for the purposes of this article, is any period of twenty-four (24) hours, excluding Sundays and holidays as defined in Article 18 of this Agreement.

13.4 Filing of Grievances

All grievances shall be filed and processed as follows:

13.5 Informal Discussion

The professional employee shall first have an informal discussion with their immediate supervisor(s) about the issue that has the professional employee concerned. The discussion shall be within ten working (10) days of the occurrence that brought rise to the information discussion, or within ten working (10) days of the professional employee becoming aware of the issue brought up in the informal discussion, but in no case later than sixty calendar (60) days of the occurrence. If the employee requests, a UAPD Representative will be given the opportunity to be present at a mutually agreed upon time based on the professional employee's patient care schedule. The time shall be selected in order to minimize interference with patient care. If an issue is raised with the time limits above and a time cannot be arranged immediately based on patient care scheduling, then the time limits provided herein shall be extended until the meeting can be held. The Employee's immediate supervisor shall, within ten (10) working days after the informal discussion, deliver the Supervisor's oral response to the concerned Employee.

13.6 STEP ONE - Immediate Supervisor

If the professional employee is not satisfied with the response of the immediate Supervisor, the professional employee may, within ten (10) working days, submit a written formal grievance to their immediate Supervisor(s) ("Step One"). If the aggrieved

employee or management requests, a meeting may be held at a mutually agreed upon time to discuss the grievance. The UAPD Representative shall be given an opportunity to be present at the meeting. From the date of the written grievance, the Supervisor has ten (10) working days to render their written response. Such written grievance shall contain the following:

- 1) Clear statement of the nature of the grievance.
- 2) The contract article(s) in question.
- 3) The date of the occurrence of the action upon which the grievance is based.
- 4) The proposed resolution to the grievance.
- 5) The date of the execution of the grievance letter.
- 6) Signature(s) of the grievant and/or of the Union Representative.

If more than one (1) review meeting is required at Step One, the written response will be due within ten (10) working days following the last review meeting.

13.7 STEP TWO - Chief Medical Officer

If the written decision at Step One is not satisfactory to the grievant or to the UAPD representative, then the UAPD representative may appeal the grievance to a second step. In order for a grievance to be considered further, within ten (10) workdays after the Step One written response, the employee (or the UAPD Representative acting with their authorization and on their behalf) shall present the written grievance along with the written response to the Chief Medical Officer, and such written grievance shall contain the reasons for appeal to the next step ("Step Two"). The employee, (or the UAPD Representative acting with their authorization and on their behalf) or Management may request a meeting to discuss the elements of the grievance. The meeting shall be scheduled by mutual agreement but shall not be held later than ten (10) workdays of the receipt of the Step One response. The Chief Medical Officer shall give their written answer to the UAPD Representative within ten (10) workdays after the meeting or presentation to them. If more than one (1) review meeting is required at Step Two, the written response will be due within ten (10) working days following the last review meeting.

13.8 STEP THREE - Board of Review

If the written decision of the Chief Medical Officer (or the Chief Medical Officer's designee) is not satisfactory to the Union, within ten (10) workdays after the Department Head's answer, the Union, through its Union Representative, shall present the written grievance to LFMC's Chief Executive Officer or LFMC's Chief Executive Officer's designee ("Step Three"). If practical, within twenty (20) workdays after such presentation, such grievances shall be discussed at a meeting to be held between the

Union Representative and LFCM's Chief Executive Officer or designee, who shall then provide a written answer within ten (10) workdays after such meeting.

All discharge and suspension grievances shall be referred immediately to Step Three within ten (10) workdays from the date of the discharge or suspension. Prior to going to Step Four, as detailed in Section 13.9, the parties agree to a pre-arbitration meeting to settle the issue, if possible, by a group of members comprised of LFCM Management and professional employees, not to exceed three (3) on each side. Each side will determine their three (3) representatives of the pre-arbitration group. Outside parties may be used by both parties if so desired. No member of the pre-arbitration group may have had any involvement in any of the earlier steps of the Grievance process.

13.9 STEP FOUR - Final and Binding Arbitration

If the written decision of the Board of Review is not satisfactory to the Union, the Union may submit the grievance to final and binding arbitration. To submit the grievance to final and binding arbitration, the Union must notify the Chief Executive Officer in writing to this effect, within ten (10) working days following receipt of the written decision at Step Three. Within ten (10) days of receipt of the notice from the Union to submit the grievance to final and binding arbitration, the parties shall attempt to select a mutually agreeable arbitrator. In the event the parties are unable to agree on an arbitrator, either party will request the Federal Mediation and Conciliation Service to supply a list of arbitrators to hear the case. A copy of this request will be sent to LFCM. This request will be made within ten (10) calendar days, exclusive of weekends and holidays, after failure of the parties to agree upon an arbitrator. An arbitrator will be selected from a list supplied by the Federal Mediation and Conciliation Service by the parties alternately striking from the list until one name remains, and this individual will be the arbitrator to hear the case. The striking of the first name shall be determined by coin toss, with the winning party determining the first strike.

The arbitrator shall conduct a hearing at which he/she will hear evidence and render a decision on the issue or issues submitted to him/her. If the parties cannot agree on the issue to submit, the arbitrator shall determine the issues.

The Employer and the Union agree that the jurisdiction and authority of the arbitrator so selected and the opinions the arbitrator expresses will be confined exclusively to the interpretation of the express provisions or provision of this Agreement at issue between the parties. The arbitrator shall have no authority to add to, subtract from, alter, amend, or modify any provisions of this Agreement or impose any limitations or obligations not specifically provided for under the terms of this Agreement. The arbitrator shall be without power or authority to make any decision that requires the Employer to do an act prohibited by law.

After a hearing and after both parties have had an opportunity to file post hearing briefs, the arbitrator shall submit in writing to all parties his/her findings and recommended award. The award of the arbitrator shall be final and binding on both parties and on any affected bargaining unit employee.

All expenses for the arbitration shall be paid equally by the Employer and the Union, including the cost of a court reporter, except that each party shall be responsible for the expenses of its own attorney, witnesses, and transcripts.

13.10 Time Limits

The parties agree that the timelines and time limits set forth above in this article may be extended or amended by the mutual agreement of both parties. Absent an agreement to extend or modify time limits, the failure of the Employer to respond within the time limits established shall constitute a denial and shall entitle the Union to advance the grievance or the appeal to the next step of the process. The failure of the Union to process a grievance or an appeal within the time limits set forth above shall constitute a waiver of the right to advance the grievance further in the steps of the process.

ARTICLE 14 — DISCIPLINARY PROCEDURES

14.1 The Employer may discipline regular professional employees pursuant to the procedures described herein. These procedures are not applicable to non-regular professional employees as described in Article 15 of this agreement.

14.2 Sufficient Cause for Action

The Employer may dismiss, suspend, or demote a professional employee for cause. An employee subject to such discipline shall receive a written notice of the intent to discipline prior to the proposed action. A notice of proposed disciplinary action shall contain a written statement in ordinary and concise language noting the specific acts and omissions upon which the disciplinary action is to be based, a statement of the cause for the action to be taken, and if it is claimed that an employee has violated a provision of the memorandum of agreement, or a rule or regulation of the Employer, such citation of the section, rule, or regulation shall be contained in the notice.

14.3 After receipt of notice of intent to discipline, the employee shall be provided an opportunity to meet with the manager recommending such discipline, to present reason(s) why the recommended discipline should not be imposed. The employee of the Union must request such a pre-disciplinary meeting within five (5) working days of receipt of the notice of intent to discipline. The employee shall be entitled to union representation in the pre-disciplinary meeting. The pre-disciplinary meeting shall be scheduled by the Employer within ten (10) working days following the written request of the employee or the employee's union representative. Prior to the pre-disciplinary meeting, the manager shall provide the employee and the union with any written documentation serving as the basis for the proposed discipline. The manager recommending discipline may withdraw the recommendation to discipline or proceed with the recommended action by providing the employee and the employee's union representative his or her written decision within five (5) days following the pre disciplinary meeting.

14.4 Thereafter, if the employee (or the Union) elects to appeal the decision of the manager, the appeal shall be processed beginning at Step Two of the grievance procedures set forth in Article 13 of this Agreement.

14.5 In the event of gross misconduct on the part of an employee, the Employer may impose a temporary suspension pending a disciplinary decision. The Employee may be suspended with or without pay, pending a final decision, such as would normally be made pursuant to a pre-disciplinary meeting. If the temporary suspension has been without pay then the employer, in deciding upon any disciplinary action, will also determine whether any part of the temporary suspension is to be converted to time with pay. This decision is subject to appeal by the employees or by the Union through the grievance procedure, as set forth in Article 13 of the agreement. For purposes of this section, "gross misconduct" includes but is not limited to theft, embezzlement, fighting, illegal drug use, illegal distribution of drugs at work, or conduct which jeopardizes the safety or welfare of patients, visitors, or other employees of the Network.

14.6 Written or verbal warning may be appealed only through Step Two of the grievance procedure.

14.7 Any professional employee has the right to place in his or her personnel file, a written response to verbal or written warnings. Written warnings or written notification of verbal warnings shall

be removed from a professional employee's personnel file and may not be relied on for further disciplinary action after two (2) years from the date of issuance of the discipline, provided that no further disciplinary action for related activity or misconduct has been issued in the two (2) year period.

ARTICLE 15 — EMPLOYMENT STATUS

- 15.1 Professional employees, as defined in Article 1, who work at least 50 percent time will serve an initial probationary period of ninety calendar (90) days, following appointment to a classification

described in Article 1. For employees who work 50 percent time or less, the probationary period is calendar 180 days. The purpose of the probationary period is to determine if the professional employee can succeed in the employment environment of the Employer. The Employer shall evaluate the performance of the professional prior to the conclusion of the probationary period. Based on the evaluation, the employer will determine whether the professional employee has completed the probationary period successfully. During the probationary period, the Employer may terminate the employee without cause and without recourse to the grievance and arbitration procedure.

- 15.2 When a professional employee has completed the probationary period successfully, the Employer will endeavor to confirm in writing that the probationary period is concluded and that the professional employee has attained regular employment status.
- 15.3 When the Employer determines that a professional employee has not successfully completed the initial probationary period, but that termination is not warranted, the Employer may extend probationary period for up to an additional ninety calendar (90) days, provided that the Employer gives written notification to both the Union and the probationary employee prior to the conclusion of the initial probationary period.
- 15.4 A professional employee who is **not** extended in probationary status by the Employer, pursuant to Section 15.3 above, is deemed to have completed the probationary period successfully and to have attained regular employment status. Similarly, a professional employee in an extended probationary status is deemed to have completed the extended probationary period and to have attained regular employment status unless terminated or notified of further extension prior to the expiration of the extended period.
- 15.5 Locums professional employees are not subject to the provisions of this section or any other parts of the Agreement, except for Sections 15.6 and 15.7 below. Locums employees are defined as those performing work regularly and customarily performed by regular professional employees of a temporary nature
- 15.6 The Employer and the Union agree that the Employer may request and the Union may concur to extend that appointment of a temporary professional employee beyond three (3) months, provided that the request and the concurrence are confirmed in writing. Absent such agreement, a temporary professional employee, upon completion of three (3) months employment, will be deemed to have completed a probationary period successfully and, if continued will have attained regular no probationary employment status.
- 15.7 The Employer and the Union agree that the Employer may hire locum interim professional employee for up to three (3) months. The Employer and the Union agree that the Employer may hire a locum interim professional employee for more than three (3) months, provided that the Employer notifies the Union in writing of the duration and the reason at the time the locum interim professional employee is appointed. The Employer may request and the Union may concur to extend otherwise the appointment of an locum interim professional employee, provided that the request and the concurrence are confirmed in writing. Absent such agreement, an interim professional employee, upon completion of three (3) months employment, or as

applicable, upon completion of a locum interim term designated as longer than three (3) months will be deemed to have completed a probationary period successfully and if continued will have attained regular non-probationary employment status. This section is subject to Section 15.2 above.

ARTICLE 16 — ASSIGNMENT IN A HIGHER CLASSIFICATION

- 16.1 When the employer designates a professional employee as “acting” in a management role to perform work assignments in a higher classification, the professional employee shall receive supplemental compensation of five percent (5.0%) for the entire period of time spent performing in the acting assignment.

- 16.2 Supplemental compensation for working in an acting assignment shall be paid in the same pay period that the higher level of work is performed, whenever possible. Otherwise, supplemental compensation shall be paid in the pay period immediately following the pay period during which the higher level of work is performed.

ARTICLE 17 — HOURS OF WORK

- 17.1 The Union and Employer acknowledge and agree that Physicians, Dentists and Advanced Practice Providers are exempt salaried professionals pursuant to The Fair Labor Standards Act (FLSA). The Employer may employ professional employees on a part-time, hourly, or flexible schedule basis. With the consent of the Union, the Employer and the employee may agree to an

alternative work week such as a 4-10-40 schedule. The Union acknowledges that Employer and its staff are subject to terms and conditions of the PHS Act, and further acknowledges that this agreement cannot supersede or conflict with PHS Act regulations. Those regulations mandate that hours of operation are based on a triennial comprehensive assessment of patient need and access to care, per section 330(k)(3)(A) of the PHS Act; and 42 CFR 51c.303(a) and 42 CFR 56.303(a).

17.2 The Employer recognizes that patient charting and other administrative duties are part of the standard work week for professional employees. At the execution of this contract, the professional employee can conduct their administrative duties anywhere, including outside of a clinic.

17.2.1 For primary care providers, every four hours of clinic time 1 hour of administrative time will be provided during the workweek and scheduled in collaboration with the CMO and with the provider; taking into account clinical and staffing needs. If additional time is needed, over and above that which has been provided by the Employer, for additional administrative duties, case management (e.g. assigned supervision of APPs, referral follow-up, and other patient related activities), an assessment of the activity being requested, provider productivity, patient load, and clinic habits will be evaluated by the CMO or their designee to assure provider is being provided all tools necessary and is proficient in the work habits of providers that require less time. Such additional time may be allotted if requested by the employee and approved by the Employer. Administrative time shall not be utilized for mandatory meetings, or any other assignment not related to coordination of care.

17.2.2 For dentistry care providers, every nine (9) hour shift worked, one hour of administrative time will be provided during the workweek and scheduled in collaboration with the Dental Director and with the provider taking into account clinical and staffing needs. If additional time is needed, over and above that which has been provided by the Employer, for additional administrative duties, case management (e.g. assigned supervision of APPs, referral follow-up, and other patient related activities), an assessment of the activity being requested, provider productivity, patient load, and clinic habits will be evaluated by the CMO or their designee to assure provider is being provided all tools necessary and is proficient in the work habits of providers that require less time. Such additional time may be allotted if requested by the employee and approved by the Employer. Administrative time shall not be utilized for mandatory meetings, or any other assignment not related to coordination of care.

17.2.3 The exact date a provider may use during each week for administrative time is not guaranteed due to staffing concerns and patient access. On-site management and employees shall work together to schedule administrative time days and ensure patient access.

17.3 Professional employees who work a full day shall be allowed up to sixty (60) minutes for lunch breaks, which will exclude any work assignments. Lunch breaks are not regular work hours for the purpose of calculating "work day" pursuant to Section 17.1.

- 17.4 Except in any emergency situation, the Employer agrees to give employees at least ninety (90) calendar days of advance written notice of proposed changes to the workday or the work week. If requested by the Union, the Employer will negotiate with the Union over the effects of any such proposed changes. The Employer and the Union agree that this provision is not intended to apply to temporary changes in individual schedules as may be necessary to cover for absences.
- 17.5 Professional employees must submit requests for an increase or decrease in hours (FTE adjustment) to the employee's supervisor (CMO or Dental Director (DD)) and CEO for approval. If approved, the Human Resources Department will prepare a Personnel Action Form (PAR) for the employee, supervisor, and CEO signature. If the professional employee's request is approved, and for reductions from 1.0 FTE down to the Social Security wage cap as determined by 42 U.S. Code § 430, as amended from time to time, the professional employee's wages will be reduced for the proration based on FTE and in addition by the current Social Security income tax rate applied to the reduction of wages from the proration that is based on FTE. There will be no further wage reduction for professional employees after their prorated wages go below the Social Security wage cap. The employee shall accrue benefits for the new level of hours worked effective as of the change in FTE (PAR effective date). The Human Resources Department will submit a copy of the PAR to the Union within 7 days of the date of the FTE adjustment.
- 17.6 Employee-initiated FTE reductions or increases shall not be unreasonably denied. With the exception of an emergency, employees will provide ninety (90) days of notice in advance of any reduction in FTE.

ARTICLE 18 — HOLIDAYS

- 18.1 The Employer will observe the following holidays for all regular professional employees. Regular Professional Employees will receive their regular rates of pay for the number of hours normally scheduled to work on the day of the week that the holiday falls.
- New Year's Day (January 1st)
 - Memorial Day (last Monday in May)
 - Independence Day (July 4th)

- Labor Day (first Monday in September)
- Thanksgiving Day (fourth Thursday in November)
- Day after Thanksgiving
- Christmas Eve (December 24th)
- Christmas Day (December 25th)
- Two (2) Personal Days off (a float holiday used at the employee's discretion, subject to supervisory approval)

- 18.2 Generally holidays which fall on a Sunday will be observed on the following Monday; however, the employer reserves the right to designate a day other than Monday should the need arise.
- 18.3 If a recognized holiday occurs during a period of a regular employee's approved vacation, the employee will receive pay which shall be considered holiday pay rather than charged to the employee's accrued vacation.
- 18.4 A full-time regular professional employee may take comparable time off as a paid holiday, not to exceed eight (8.0) hours, at a time mutually agreed upon by the Employer, in exchange for a holiday which falls on his or her regularly scheduled day off, or, professional employee may receive an additional eight (8.0) hours of pay. A professional employee who works up to a ten (10.0) hour shift may receive up to the amount of hours said professional employee works in a typical shift, but shall not be entitled to receive more than ten (10.0) hours of pay for the paid holiday. An eligible part-time professional employee, one who works 50% FTE, or more, will receive pay for a number of hours equal to his or her percentage of FTE multiplied by eight (8.0), in exchange for a holiday which falls on his or her regularly scheduled day off. This day of leave must be used within six (6) months from the date of Holiday. Personal days automatically expire at the end of the 6 months from when they become active (June 30th, and December 31st).
- 18.5 A regular employee who is required to work on a holiday may take the same number of hours off as holiday pay on another day mutually agreed upon in writing.
- 18.6 An employee who is on unpaid status (e.g. an unpaid leave of absence) will not receive holiday pay or alternate time off for a recognized holiday which falls during the period of unpaid status.

ARTICLE 19 — COMPENSATION

- 19.1 The base compensation and job classifications for all professional employees covered by this Agreement are set forth in Appendix A, which is attached hereto and made a part of this Agreement.
- 19.2 New employees hired under a UAPD job classification will be hired at any step of the scale based on U.S. equivalency to include countries that have reciprocity with respect to licensing requirements, work experience and specialty.

19.3 On Call

The parties agree to incorporate a side MOU regarding On Call services into this Agreement on a date that is to be determined and agreed upon by the Parties.

19.4 Signing Bonus

The Parties agree to incorporate a side MOU regarding signing bonuses on a date that is to be determined and agreed upon by the Parties.

ARTICLE 20 — PERFORMANCE EVALUATIONS

- 20.1 A professional employee shall receive a performance review conducted by the Chief Medical Officer or Chief Dental Officer on or about the ninetieth (90th) calendar day of the employee's probationary period for the purpose of completing the performance evaluation.
- 20.2 For purposes of completing the performance evaluation prior to the end of the employee's probationary period, a formal chart review of ten (10) patient records shall be conducted by the supervising physician(s) at or about the thirtieth (30th) and sixtieth (60th) day of employment.

- 20.3 For purposes of completing the performance evaluation prior to the end of the employee's probationary period, for physicians, APPs, and dentists, chart reviews of ten (10) patient records shall be conducted at or about the thirtieth (30th) and sixtieth (60th) day of employment by a professional in the same field, as designated by the Chief Medical Officer or Chief Dental Officer.
- 20.4 The Chief Medical Officer or Chief Dental Officer shall utilize the recommendations from the aforementioned chart reviews to assess the clinical performance of the professional employee. The Chief Medical Officer or Chief Dental Officer may use input from non-clinical personnel to assess non-clinical areas of a professional employee's performance.
- 20.5 The written review shall be shared and discussed with the professional employee who will be asked to sign the form as verification that the review has taken place. Should the professional employee refuse to sign the form, the supervisor and one other witness shall note that fact on the form, and each shall sign the note. The form shall be maintained in the employee's personnel file.

Annual Performance Evaluations

- 20.6 Each professional employee may receive a written performance evaluation, no more than once a year on or about the anniversary date of employment. The Chief Medical Officer or Chief Dental Officer shall conduct the performance evaluation. The purpose of the performance evaluation is to review performance for the prior year and to set goals for the next year.
- 20.7 The evaluation shall be discussed between the professional employee and their supervisor. The professional employee shall be provided a copy of the evaluation, and the original shall be maintained in the employee's personnel file.
- 20.8 The professional employee may elect to provide a written response to the professional employee's evaluation. The comments by the employee must be completed and submitted within ten (10) working days of the date the evaluation was received by the professional employee. If submitted by the employee within ten (10) working days, the written comments will be attached to the evaluation and maintained in the employee's personnel file.
- 20.9 Additionally, the HRSA and FTCA peer review twice annually for credential and renewal of privilege purposes ("Peer Reviews"), which shall not be considered a performance evaluation as described in Article 20 of this Agreement. Quality Metrics are not considered Peer Reviews.

ARTICLE 21 — BEREAVEMENT LEAVE

- 21.1 If a death occurs in the immediate family of the employee, the employee may take up to three (3) days leave with pay to make funeral arrangements, attend funeral services, and settle other matters related to the death or the funeral.
- 21.2 In the event the death occurs out of state, the employee may take up to three (3) days leave with pay to attend the funeral.
- 21.3 Should the professional employee require additional time off beyond that available under 21.1 or 21.2 above, the professional employee may take vacation or sick time with the approval of the professional employee's supervisor. Leave of absence without pay may also be requested.

Immediate family is defined as mother, father, brother, sister, husband, wife, daughter, son, grandparent, mother-in-law, father-in-law, stepchildren and same sex or opposite sex domestic partner.

ARTICLE 22 — LEAVES OF ABSENCE/ SABBATICALS

- 22.1 The Employer may grant leaves of absence without pay subject to the following conditions:
- 22.2 No leave shall extend for longer than twelve (12) months, except as otherwise allowed by applicable law. No extended leaves will be granted prior to 36 months of continuous employment except for that allowed under the laws pertaining to FMLA and other applicable federal or state laws.
- 22.3 An employee who is granted a leave of absence shall have the right to return to employment in the same or an equivalent classification in the same salary level.

- 22.4 If a leave of absence exceeds one (1) month, the employer will suspend all insurance benefits, except that insurance coverage will be continued for up to six (6) months when an employee takes maternity leave. Unless otherwise provided by law, a bargaining unit member on unpaid leave or a leave of absence longer than one (1) month may continue to participate in the Employer's group health program by timely and properly electing COBRA coverage and paying the full group premium amount plus any COBRA administration fees.
- 22.5 During a leave of absence, employees shall maintain but not increase all entitlements gained under this agreement including, but not limited to seniority, salary schedule placement, and accrual of vacation/sick time.
- 22.6 Leave requests shall not be unreasonably denied.

ARTICLE 23 — FAMILY MEDICAL PREGNANCY LEAVE

- 23.1 LFMC will provide eligible professional employees with up to 12 work weeks (480 hours) of unpaid, job-protected leave during a 12-month period for certain family and medical reasons, or up to 26 work weeks of leave to care for a covered service member with a serious illness or injury. FMLA leave is generally unpaid, but professional employees must use accrued paid leave, such as vacation, personal time, or sick leave, upon commencement of FMLA leave, and continue to use such accrued leave until exhausted or the FMLA leave ends, whichever occurs first. FMLA leave may continue on an unpaid basis after accrued leave has all been exhausted as long as other eligibility requirements are met.

During unpaid leave, professional employees will not be eligible for holiday pay or accrue vacation, sick leave, or personal time. FMLA leave is not considered a break in service for purposes of longevity, seniority, or other benefit plans.

ARTICLE 24 — MILITARY LEAVE

- 24.1 All full time and regular part-time bargaining unit employees who serve in the Armed Forces, Reserves, National Guard, and other “Uniformed Services” will enjoy the protection afforded them under USERRA, and New Mexico State Law.

ARTICLE 25 — CONTINUING EDUCATION LEAVE

- 25.1 Full-time professional employees who have completed the probationary period are eligible for up to five (5) paid days of continuing education leave, with pay, per year. The maximum number of continuing education leave days ("CE days"), per year, will be prorated for part-time employees. Attendance at Continuing Medical Education ("CME") activities, including home study, requires prior management approval. Such approval shall not be unreasonably denied. "Home study" includes but is not limited to studying for Board Certifications, Board Re-certifications, Journals, and any educational activities that enhance medical skills approved through the department. This documentation will be placed in the employees file to track training and skill retention activities.

Time off may not be used retroactively. For any day off requested, a minimum of four (4) hours of CME hours must be submitted.

No more than four (4) providers, MDs, APPs, or dentists can be scheduled off for CME, vacation, or personal time off on any one day across all LFMC clinics. Scheduling time off for CME must be done thirty (30) days in advance, and exceptions can only be made by the Chief Medical Officer or Chief Executive Officer. If the provider requesting CME time off has patients already scheduled during that time, that provider shall make every effort to assure the patient is seen prior to that time or arrange for them to be seen by another provider. Unless emergent, CME time off with less than thirty (30) days of notice will be denied.

25.1.1 The purpose of Continuing Medical Education is to increase the skills and effectiveness of members of this Bargaining Unit. It is the policy of LFMC to support physicians in pursuing education in order to promote and encourage the meeting of licensure requirements and the upgrading of skills and knowledge for the effective delivery of medical services.

25.2 The annual CME time allowance for part-time professional employees will be on a prorated based on the employees FTE.

25.3 Should the Employer require an employee to attend an education course or an administrative meeting, it shall be considered paid time; and all out-of-pocket expenses to the employee, as described in Section 25.3, will be reimbursed by the Employer.

25.4 Professional employees will be allowed to attend professional association meetings, subject to the approval of the Employer, so long as it advances the mission of Employer and is related to the professional employees' responsibility and duties of employment. Release time to attend such meetings will not be unreasonably denied.

25.5 Professional License Fees Reimbursement

Effective [Ratification Date], the employer shall fully reimburse the employee for professional license and fees associated with being a M.D. D.O. DDS NP PA. The employer shall reimburse the employee within thirty (30) days of submission of receipt.

25.6 At the end of each fiscal year (June), employed providers will be paid five thousand dollars and zero cents (\$5,000.00) as an allowance to compensate for any CME expenses or professional membership fees incurred during the prior year. This will be prorated based on FTE and for any new employees with less than a full year of employment.

ARTICLE 26 — JURY DUTY

- 26.1 An employee who is required to serve on a jury of any court shall notify the employer as soon as possible after receiving notice thereof.
- 26.2 Such employees shall be granted a leave of absence without loss of seniority to perform jury duty. The employee shall receive from the employer the difference between the employee's regular salary and the jury duty fee.

- 26.3 If the employee is excused from jury duty or is released from jury duty at a time which makes it possible for the employee to perform a minimum of four (4) hours of duty in the employee's regular shift, the employee shall return to work.
- 26.4 The Employer will grant the employee regular pay for jury duty (less juror fees) for a maximum period of ten (10) workdays. If the jury duty is longer than ten (10) days, the employee may utilize vacation or sick time.

ARTICLE 27 — SICK LEAVE

- 27.1 Subject to the New Mexico Healthy Workplaces Act, in addition to vacation days, the employee also earns sick leave (SL) days each year. All full time and regular part-time employees are eligible to utilize accrued SL at any time.
- 27.2 The employer may require reasonable documentation of an illness from a professional employee if the employee utilizes sick leave for more than three-(3) consecutive business days.

- 27.3 Sick leave shall be carried over every year up to a maximum of 240 hours. Accrued but unused sick leave will not be paid out to a professional employee.
- 27.4 Professional employees shall accrue sick leave for hours worked beginning at the start of employment at a rate of eighty (80) hours per year (3.08 per pay period), prorated for FTE. Prorated leave will not fall below 1 hour for 30 hours worked.

Full time, part time, per diem, and temporary professional employees are entitled to accrue sick leave. Independent contractors and volunteers are not eligible for sick leave. Sick Leave may be used for the following reasons:

- A mental or physical illness, injury, or health condition of the professional employee or the professional employee's family member.
- Medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition of the professional employee or the professional employee's family member.
- Preventive medical care for the professional employee or the professional employee's family member.
- Meetings at the professional employee's child's school or place of care related to the child's health or disability.
- Absences necessary due to domestic abuse, sexual assault, or stalking suffered by the employee or a member of the professional employee's family to obtain medical or psychological treatment or other counseling; relocate; or to prepare for or participate in legal proceedings.

Professional employees may not use sick leave before it is accrued.

Professional employees may use accrued leave balances to supplement short term disability benefits or workers' compensation wage benefits, as allowed by local, state and federal regulations and law, along with the disability carrier policy. The combination of any such disability payments and leave benefits cannot exceed the employee's normal earnings.

Professional employees who are unable to report to work due to illness or injury must notify their direct supervisors before the scheduled start of their workday or as soon as practicable. The employee must also make a reasonable effort to schedule use of earned sick leave in a way that does not disrupt the operations. When the need to use earned sick leave is not foreseeable, the professional employee must notify the employer as soon as practicable.

ARTICLE 28 — VACATION LEAVE & PERSONAL TIME OFF

- 28.1 Vacation Leave:

Paid time off for vacation is available to professional employees 0.6 FTE and above. Eligible employees accrue vacation time from the date of hire. New professional employees (either Regular Full-Time or Regular Part-Time) may begin using their accrued vacation time as described in their respective employee classification descriptions (HR policy 200 Employment Classifications). Regular Full-Time employees accrue vacation time bi-weekly based on years of

eligible service, as shown in the accrual table. Regular Part-Time employees accrue vacation time on the same basis but pro-rated according to FTE. Professional employees who work less than twenty-four (24) hours per week, Per Diem, and Temporary employees are not eligible for vacation time.

Exempt Employees		
Years of Eligible Service	Annual Vacation Accrual	Amount Accrued Per Pay Period
0-6 years	4 weeks	6.154 hours
Over 6 years	5 Weeks	7.692

200 hours may be carried over for exempt employees.

Vacation Leave is designed to meet the employees' needs for personal time off and may be used as the employee wishes subject to the Employer's approval and which shall not be unreasonably denied. No more than four (4) providers, MDs, APPs, or dentists can be scheduled off for CME, vacation, or personal time off on any one day across all LFMC clinics. Scheduling time off for vacation must be done thirty (30) days in advance, and exceptions can only be made by the Chief Medical Officer or Chief Executive Officer. If the provider requesting time off has patients already scheduled during that time, that provider shall make every effort to assure the patient is seen prior to that time or arrange for them to be seen by another provider. Unless emergent, time off with less than thirty (30) days of notice will be denied.

- 28.2 Upon termination/resignation of the employment, employees will receive payment for all accrued but unused vacation leave hours up to 200 hours.

PERSONAL TIME OFF

- 28.3 Professional Employees are eligible for two (2) personal days each calendar year. For non-dentistry professional employees, "day" means eight (8) hours pro-rated to the employee's regular hours as a percentage of Full Time Equivalent employment (FTE). For dentistry professional employees, "day" means ten (10) hours pro-rated to the employee's regular hours as a percentage of FTE. Personal days are granted based on the schedule below:

PERSONAL DAY SCHEDULE

January 1 – June 30	July 1 – December 31
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Personal time off must be requested in advance and approved by a professional employee's supervisor. Normally, effort will be made to accommodate the professional employee's request for personal days off; however, approval will be subject to advance notification and the needs of the organization. Personal days are available for eligible professional employees on January 1st and July 1st each year and must be used by June 30th and December 31st, respectively. Personal days not used by the end of the six-month period in which they were granted will be forfeited.

Personal days will be calculated based on the professional employee's base pay rate at the time the leave is used. Personal leave hours do not count for determining overtime eligibility for the week in which they are used. Professional employees are not paid for unused personal days upon resignation or involuntary termination of employment.

No more than four (4) providers, MDs, APPs, or dentists can be scheduled off for CME, vacation, or personal time off on any one day across all LFMC clinics. Scheduling time off for personal time off must be done thirty (30) days in advance, and exceptions can only be made by the Chief Medical Officer or Chief Executive Officer. If the provider requesting time off has patients already scheduled during that time, that provider shall make every effort to assure the patient is seen prior to that time or arrange for them to be seen by another provider. Unless emergent, time off with less than thirty (30) days of notice will be denied.

ARTICLE 29 — INSURANCE BENEFITS

- 29.1 The parties agree that Employer's insurance benefits policies that address the benefits in this Article, in effect as of 11/20/2023, will remain in place. The parties agree to bargain these provisions upon expiration of the Agreement's initial term.

ARTICLE 30 — RETIREMENT PLAN

- 30.1 The parties agree to codify and include in the agreement the current LFMC Retirement plan and 403(b) benefit policy as of 11/27/2023. All employees at 0.6 FTE and above are eligible to contribute to the 403(b) and are eligible for employer matching contributions after a year of employment. The employer matching contribution will be 50% of employee contributions up to 6%, which totals 3% from the employer.

ARTICLE 31 — PERSONNEL RECORDS

- 31.1 The employer shall maintain personnel records in accordance with applicable laws.
- 31.2 An employee shall have access to review their personnel file and shall also be entitled to have copies made of the Contents. A written request must be submitted to the Human Resources Department and an appointment will be confirmed via email.

- 31.3 A Union representative may have access to an employee's personnel file provided that written consent by the employee has been submitted to the Human Resources Department. Human Resources will contact the Union representative, and an appointment will be confirmed via email.
- 31.4 No adverse material will be placed in an employee's personnel file without forty-eight (48) hours of prior notice to the employee.

ARTICLE 32 — TRANSFERS

- 32.1 Except in an emergency, the Employer will follow the procedures described herein for transfer of an employee from one of the Employer's work locations to another. Employer reserves the right to move any Provider to any of Employer's present or future locations based on the reasonable needs of the clinic and physician assistant availability.
- 32.2 The Employer will first ask for volunteers:

32.2.1 Same specialty within the same health center site.

32.2.2 Same specialty within the same region.

32.3 If within the same health center or region there are no volunteers, then with due consideration to the needs of patients and program needs, the Employer will choose the least senior qualified employee for the transfer.

32.4 If within the same health center or region, a provider with the specialty needed is not available, the Employer may select the least senior qualified employee from a health center site of any region.

32.5 The least senior qualified employee who is selected will be given instructions with details of the transfer.

ARTICLE 33 — EMPLOYEE INITIATED TRANSFERS

33.1 Any employee covered herein may submit a written request for transfer to any open position for which they are qualified and have the employee's name considered by the manager responsible for hiring of that position.

33.2 Any such request submitted as described in 33.1 shall not be unreasonably denied.

- 33.3 Employees wishing to transfer will forward to Management, a written request indicating their desire for a transfer.
- 33.4 These written requests will be maintained in Human Resources for a period not to exceed one (1) year. Employees desiring to keep their individual request active beyond the above time limit must submit a new written request.

ARTICLE 34 — SAFETY

- 34.1 The employer will provide a safe workplace and safe working conditions and will abide by all relevant OSHA rules and regulations.
- 34.2 The employer will provide safety and protective clothing and safety glasses and face shields to employees at clinic expense.

ARTICLE 35 — JOB POSTINGS

- 35.1 All job openings within the bargaining unit shall be posted on the LFMC website as well as on Paylocity for a minimum of five (5) business days, unless there is an agreement between the Union and the Employer, confirmed in writing, that the requirement to post the opening is waived.

- 35.2 If there are applicants who meet the requirements for the position, the employer shall consider these employees before considering any outside applicants.

ARTICLE 36 — STEWARDS

- 36.1. It is agreed by the parties that UAPD may select no more than two (2) stewards for this Unit. To be a steward, UAPD shall give Human Resources the name of each steward. Each steward must be an active member of the bargaining unit. This list of the two stewards shall be kept current by UAPD.

- 36.2 Stewards shall have authority to investigate and resolve grievances and shall be permitted to use up to two (2) hours of working time to the investigation of each grievance, but whenever reasonably possible UAPD business should be performed during non-work hours. If the permitted activities would interfere with either the Steward's or Grievant's duties, management shall, within the next working day, arrange a mutually satisfactory time for the requested activities. Investigations shall not create a situation where patients are rescheduled or providers are reducing patient facing hours unless there is such a circumstance requiring immediate action, such as an issue that involves the safety of patients or other employees.
- 36.3 Stewards, when leaving their work locations during scheduled hours to conduct grievance activities, shall first obtain permission from their immediate supervisor and inform the supervisor of the nature of the business. Permission to leave will be reasonably granted, unless such absence would cause an undue interruption of work. Except, however, denial of permission will automatically constitute an extension of the time equal to the amount of the delay.

ARTICLE 37 — PAYCHECK ERRORS

- 37.1 Underpayments: If an underpayment occurs in an employee's paycheck, a paycheck correction shall be initiated. Employer will investigate and process any paycheck adjustment for an underpayment in the next regularly scheduled payroll cycle.

37.2 Overpayments: Employer will notify an affected employee of an overpayment on the employee's payroll warrant(s) prior to making any deduction to recover any such overpayment from the employee's subsequent payroll warrant(s). Upon request by the affected employee, Employer will discuss a reasonable method of repayment. If no reasonable method of repayment is agreed upon, Employer shall be entitled to withhold from employee's regular payroll in amounts that do not reduce an employee's regular payroll amount below 80%.

**ARTICLE 38 — ENTIRE AGREEMENT & REQUIREMENT TO MAINTAIN LFMC'S
STATUS AS A FQHC ORGANIZED UNDER THE PHS ACT**

38.1 The provisions set forth in this Agreement shall constitute the entire agreement between the Union and LFMC.

- 38.2 The parties agree to codify and include in this agreement the current LFMC personnel rules and policies as of 11/20/2023. Where the terms differ between this Agreement and standing policy these terms specified in the Agreement shall prevail.
- 38.3 This Agreement shall be construed for consistency with regulations and guidance promulgated by the United States Department of Health and Human Services and its divisions and bureaus, as applicable to Non-Federal Grantees and Federally Qualified Health Centers.
- 38.4 Union and LFMC acknowledge that during the negotiations, which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the Union and LFMC after the exercise of that right and opportunity are set forth in this Agreement.
- 38.5 This Agreement is a full and complete statement of the relationship between the Employer and the Union. No amendment, qualification, change or interpretation of this Agreement by the Parties, or with respect to any other matter within the scope of negotiations, shall be effective unless it is made in writing and signed by the Employer and the Union.
- 38.6 The waiver of any term or condition, or of any breach of a term or condition, of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions. Any alteration, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto.

FQHC Status and Compliance

- 38.7 This Agreement shall not limit or refrain LFMC from exercising its mandatory efforts to maintain compliance with HRSA, CMS, and FTCA requirements, or any other requirement associated with LFMC's status as a Federally Qualified Health Center ("FQHC") organized under the PHS Act. Accordingly, in efforts to maintain LFMC's compliance, all Parties acknowledge and agree that:
- 38.7.1 all current and future professional employees hereby acknowledge and agree that they have a professional and ethical obligation to complete accurate and timely medical records for all professional services rendered to patients, that this obligation is separate and independent of this Agreement, and that such obligation continues until discharged by completion of any and all documentation remaining incomplete. Each professional employee shall prepare required medical records in a complete, accurate and timely manner describing all of the services provided to patients by each professional employee pursuant to this Agreement, all in accordance with the bylaws, rules, regulations, and policies of LFMC and with all federal, state and local laws, regulations and standards applicable to professional employees in clinical practice. All patient records are the exclusive property of LFMC;

- 38.7.2 all current and future professional employees acknowledge that their employment is contingent on verification of their credentials, appointment or reappointment to the LFMC Medical Staff with privileges approved by the LFMC Board of Directors, eligibility for federal billing privileges and other eligibility requirements in state and federal law or LFMC policy;
- 38.7.3 Professional employees further acknowledge their obligation to notify the CEO of LFMC of any potential compensated conflict of interest that may arise in the course of professional employees' performance of services under the Agreement. Professional employee shall at all times comply with LFMC policies governing conflicts of interest and professional rules of ethics and practice applicable to professional employees;
- 38.7.4 LFMC provides inpatient services to its patients at CHRISTUS St. Vincent Regional Medical Center (CSVRMC) in Santa Fe, New Mexico, and may provide inpatient or ambulatory health care services under various arrangements to both LFMC and non-LFMC patients from time to time at CSVRMC and other sites not owned by LFMC. Professional employees acknowledge and agree that all services delivered to patients, whether of La Familia Medical Center or otherwise, as an LFMC employee, whether at CSVRMC or any other approved health care delivery site, are deemed to be services delivered under this Agreement, and professional employees' responsibilities with regard to the delivery of such services, if any, are governed by this Agreement and its derivative obligations, as applicable;
- 38.7.5 professional employees have, and at all times during the term of this Agreement shall maintain, an unrestricted license to practice under the laws of the State of New Mexico in the primary care or other specialty in which they are board-certified, if applicable (see Section 38.7.8 below);
- 38.7.6 professional employee shall attend LFMC medical staff meetings and general staff meetings as scheduled, unless staffing a scheduled call rotation or otherwise excused by the Chief Medical Officer;
- 38.7.7 professional employee shall obtain and maintain national certification by the applicable specialty board for their area of practice. New professional employees not yet board certified at the time of hire must be board-eligible and shall have three (3) years from the completion of residency to achieve and document board certification. This subsection does not apply to professional employees licensed in a practice area that does not offer national certification through a specialty board;
- 38.7.8 professional employee shall obtain and maintain unrestricted national and state drug prescribing and dispensing licenses, registrations, or certifications necessary to practice in New Mexico, and shall maintain current certification in basic life support training as evidenced by a current certificate signed and issued by a qualified instructor representing an authorized certifying body, such as the American Heart Association or the American Red Cross;

- 38.7.9 Professional employee shall conduct their medical practice and professional duties in accordance with current medical standards in the community and in a manner consistent with the professional principles and practice standards of the applicable specialty board(s);
- 38.7.10 professional employee shall at all times during the term of this Agreement comply with any and all statutes, laws, rules, regulations and ordinances of all governmental authorities, including federal, state and local authorities, which:
- i. regulate the professional employee's practice of medicine; or
 - ii. regulate or impose requirements or standards on LFMC operations that require professional employee's compliance, cooperation, support, or other action to implement; or
 - iii. are otherwise applicable to the professional health services provided by professional employee under this Agreement;
- 38.7.11 professional employee shall immediately notify the Chief Medical Officer and the CEO of any and all investigations by a governmental entity or payor, any malpractice claim involving the professional employee, or any notification of any type of disciplinary proceeding, sanction, or other action against professional employee's license or certifications pending, planned, or under consideration by the relevant New Mexico Licensing Board or any other federal or state governmental agency or regulatory body;
- 38.7.12 professional employees agree to refrain from saying or doing something egregiously offensive or knowingly and maliciously false or publicly disparaging LFMC products or services, without relating complaints to any labor controversy.
- 38.7.13 Apart from the compensation set forth herein, professional employee shall not accept any fees, compensation, payments, or receive or realize other things of value, as a result of rendering professional health services and related services by professional employee at LFMC, and all such fees, compensation, payments or other things of value for such professional health services shall belong to and be paid and delivered to LFMC unless otherwise agreed in writing between LFMC and the professional employee. This provision does not apply to gifts or awards given to the professional employee that are either unrelated to services provided or awarded for professional recognition to the extent that State and Federal law, including but not limited to the Ethics in Patient Referral Act and the Federal Anti-kickback statute, do not prohibit such gifts or awards, and such gifts or awards are allowable and authorized by LFMC policy;
- 38.7.14 LFMC shall establish the fees for professional employee's services. LFMC shall bill and collect or arrange for the billing and collection for all services provided by professional employee under this Agreement on a monthly or more frequent basis, as LFMC shall deem appropriate, and LFMC shall retain all revenues received from such billing. Professional employee shall promptly execute such forms, including assignments, as may be required to facilitate billing and collection by LFMC. Professional employee shall not directly or indirectly bill any party for any services

provided pursuant to this Agreement. Professional employee shall promptly remit to LFMC any amounts received for services provided by professional employee pursuant to this Agreement. It is expressly understood that the extent to which LFMC will endeavor to collect such charges, the methods of collecting, the settling of disputes with respect to charges, and the writing off of charges that may be or appear to be uncollectible, shall at all times be at the sole discretion of LFMC;

38.7.15 LFMC is authorized to accept, or refuse to accept, on behalf of professional employee, any assignment of insurance benefits from any patient receiving professional health services from professional employee;

38.7.16 It is understood by the Parties that LFMC is a member of a clinically integrated network, New Mexico Care Partners, LLC (“NMCP”), which will contract with insurers designated as MCOs in the New Mexico Medicaid Managed Care program. Professional employee agrees to comply with all NMCP requirements, including but not limited to quality measure protocols, policies, and program directives communicated by LFMC to professional employee, and to use their best efforts to meet or exceed quality objectives established by LFMC, NMCP, and the insurers contracted with NMCP.

ARTICLE 39 — TERMINATION / RESIGNATION

39.1 **TERMINATION:** Any employee whose employment is terminated by the Employer shall be given written notice of the reasons for discharge. Unless otherwise agreed to in writing by the

employee and the Employer, any accrued benefits required to be paid to an employee shall be paid on the next paycheck due the employee after termination.

39.2 When terminating an employee, the following shall be satisfied before termination is effective:

- 1) Fair Notice: The employer may not discipline an employee for violating a rule or standard whose nature and penalties have not been made known.
- 3) Due Process: An employer must conduct an investigation interview or a hearing before issuing discipline and must take action promptly. Once assessed, discipline may not be increased.
- 4) Substantial Evidence: Charges must be proven by credible evidence.
- 5) Equal Treatment: Unless a valid distinction justifies a higher penalty, an employer may not assess a considerably stronger punishment against one employee than it assessed against another known to have committed the same or a substantially similar offense.
- 6) Progressive Discipline: When responding to misconduct, an employer must issue at least one level of discipline that allows the employee an opportunity to improve.
- 7) Mitigating and Extenuating Circumstances: Discipline must be proportional to the gravity of the offense, taking into account any mitigating extenuating, or aggravating circumstances.

39.3 RESIGNATION: The employee will give the Employer sixty (60) calendar days' written notice of resignation. If the professional employee does not provide Employer with a sixty (60) day written notice of resignation, any accrued benefits will not be paid out other than accrued but unused personal time-off, subject to applicable federal and state laws. Accrued but unused sick leave will not be paid out.

APPENDIX A — UAPD SALARY SCALE EFFECTIVE [DATE OF RATIFICATION]

<u>Years of Experience</u>	<u>1-5</u>	<u>5-10</u>	<u>10-15</u>	<u>15-20</u>	<u>20-25</u>	<u>25-30</u>	<u>30-35</u>
<u>Provider Type</u>							
<u>Primary Care MD/DO (Non-call)</u>	\$200,000.00	\$205,000.00	\$210,000.00	\$215,000.00	\$220,000.00	\$226,000.00	\$231,000.00
<u>Primary Care APP</u>	\$120,000.00	\$125,000.00	\$130,000.00	\$135,000.00	\$140,000.00	\$145,000.00	\$150,000.00
<u>Dentistry</u>	\$180,000.00	\$185,000.00	\$190,000.00	\$195,000.00	\$200,000.00	\$205,000.00	\$210,000.00
<u>Psychiatry</u>	\$225,000.00	\$230,000.00	\$235,000.00	\$240,000.00	\$245,000.00	\$250,000.00	\$255,000.00
<u>Psychiatry PMHNP</u>	\$120,000.00	\$125,000.00	\$130,000.00	\$135,000.00	\$140,000.00	\$145,000.00	\$150,000.00

APPENDIX B — SIDE LETTER

The Union and the Employer agree that Dr. Emma Goodstein shall receive their past due 2023 CME lump sum retention bonus in the amount of five thousand dollars and zero cents (\$5,000.00). This bonus is subject to the applicable taxes and deductions.

APPENDIX C — BONUS PAY PROGRAM

The target number of patient encounters per quarter are listed in the table below. In addition to their base salary, additional compensation will be paid quarterly to MD/DO/DDS and NP/PA providers for patient encounters that exceed their quarterly patient encounter target. Only patient encounters with closed charts will be counted.

This bonus target number of patient encounters for each quarter will be based on MGMA medians for similar providers at FQHCs (MDs and NPs) or UDS data (for dentists) as detailed in the table below. The encounter targets for providers working less than full time will be prorated.

<u>Provider Type</u>	<u>Quarterly Encounter Target</u>	<u>Patients scheduled per hour</u>	<u>Hours per session</u>	<u>Patients scheduled per session</u>	<u>Clinic sessions per year</u>
MD / DO	750	2.5	4.0	10.00	300
NP/PA	600	2.0	4.0	8.00	300
Dentist	375	1.22	9.0	11.00	136
BHP	259	1.0	4.0	4.00	300
Column A	Column B	Column C	Column D	Column E	Column F

- The quarterly patient encounter target shall be adjusted per FTE percentage.
- Only encounters for which documentation has been completed (closed charts) will be counted.

- MD/DO, Dentists and NP providers who exceed their patient encounter targets will receive additional compensation (as detailed below) for each encounter above their quarterly target, up to a maximum of 10%.
- Columns C, D, E, and F shall not be used for determining the bonus metric but will be used for guidelines in scheduling.

MD / DO	\$	50.00
NP/ PA	\$	35.00
Dental	\$	40.00

Quarterly productivity compensation will be paid within thirty (30) days after the end of each quarter.

LA FAMILIA MEDICAL CENTER

DocuSigned by:
By: Brandy Van Pelt
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Title Chief Executive Officer

Date: 7/2/2024

UNION OF AMERICAN
PHYSICIANS AND DENTISTS –
AFSCME, LOCAL 206

By: Bryan D. Toledano *Bryan D. Toledano*
Digitally signed by Bryan Toledano
Date: 2024.06.12 21:40:47 -07'00'

Title UAPD Chief Negotiator

Date: 06-12-2024