



COLLECTIVE BARGAINING AGREEMENT

BETWEEN AND FOR

**UNION OF AMERICAN PHYSICIANS AND
DENTISTS**

&

LIFELONG MEDICAL CARE

September 28, 2023 to September 27, 2026

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ARTICLE 1: HOW THIS CONTRACT CAME TO BE

LifeLong Medical Care's (LifeLong) mission is to provide high-quality health, dental, and social services to underserved people of all ages, to create models of care for the elderly, people with disabilities and families, and to advocate for continuous improvements in the health of our communities.

To promote LifeLong's mission and the well-being of the patients under LifeLong's care and all of LifeLong's employees, providers of healthcare at LifeLong organized to form a union and voted to be represented by the Union of American Physicians and Dentists (UAPD or Union).

During bargaining, both the union and employer presented proposals. Both sides could accept, reject or counter them. This contract represents a cooperative agreement between UAPD and LifeLong and, as a result, this contract is binding on both.

ARTICLE 2: RECOGNITION

LifeLong recognizes UAPD as the exclusive representative of the full time (40 hours), benefitted part-time (between 20-39 hours), non-benefitted part-time with a regular schedule of guaranteed hours (between 8-19 hours), and per diem employees who work an average of 8 hours a week during the previous six months who are billable licensed/registered clinician employees with the job titles reflected in Appendix A.

The list reflected in Appendix A will only be amended by the written agreement of both LifeLong and the UAPD.

This does not include independent contractors or individuals employed by other entities.

ARTICLE 3: PROBATION

Full time employees will serve a 3-month probationary period. Part time employees will serve a probationary period of 520 hours.

During probation, LifeLong shall have the right to suspend without pay, otherwise discipline such employee, or terminate the employment of any employee at any time

for any reason. Such actions will not be subject to any review or the grievance procedure.

With the written consent of LifeLong, the probationary employee, and UAPD's representative, such probationary period may be extended for up to 3 months. Any extensions will be in writing and will specify the length of the exception.

ARTICLE 4: DISCIPLINE AND JUST CAUSE

Employees shall have the right to Union Representation at meetings, which are investigatory, accusatory or disciplinary in nature. LifeLong shall notify employees of this right before any such meeting. However, such request shall not unreasonably delay the process and such delay may not be longer than 72 hours without mutual agreement. Informal coaching or oral counseling are not disciplinary actions.

Disciplinary action shall only be applied for just cause and shall be subject to the grievance procedure (unless you are a probationary employee). It is understood that no provision in *this* section will affect due process under State and/ or Federal regulations, or other provisions of professional licensing boards as these apply to certain clinical positions.

In the event the Employer disciplines or discharges an employee, the Employer will furnish the employee a copy of the disciplinary notice and copies of documents or written statements used by the Employer as a basis for its actions. If the employee believes such action to be unjustified, the matter may be pursued through the grievance and arbitration provisions of this Agreement. It is agreed that discipline shall be progressive except in instances of gross misconduct where immediate action is necessary. Gross misconduct includes, but is not limited to, illegal drug and alcohol use at work, theft, fraud, sexual harassment, assault, fighting and/or making violent threats in the office.

The intent of progressive discipline shall be to correct performance deficiencies rather than to punish employees. It is agreed that some acts may require the discipline to start at a higher level than others, up to and including immediate termination. Discipline shall not be administered publicly. The parties agree that certain state and/or federal law require the Employer to report certain violations and that compliance with those reporting requirements shall not constitute "public discipline" as referenced above. All steps of disciplinary action noted below shall include a statement of the policy violation(s), documents and/or evidence the employer relied upon to determine there was a policy violation, cited incidents to

show failure in performance, timelines for improvement and consequences. This statement may be included on the actual notice or as an attachment. The progressive disciplinary steps shall include:

Step 1: Verbal Warning (Provided to the employee in writing)

Step 2: Written Warning

Step 3: Final Warning Letter (in lieu of suspension) or Suspension

Step 4: Termination

In determining discipline, prior written warnings and other disciplinary actions will be given weight and consideration based upon the seriousness of the incident, whether there is a pattern of similar or related conduct, the length of time since the occurrence of the incident, and other relevant factors.

Employees will be given the opportunity to sign all evaluations and disciplinary documents before they are placed in their files. Employees shall have the right to attach written responses to evaluations and disciplinary documents. Signature means only that the employee has read and received the documents.

Just Cause - The Seven (7) Tests

In deciding whether discipline is warranted in a particular case, a practical approach has been concretized in a set of seven (7) tests or standards originally formulated by Arbitrator Carroll Daugherty in the celebrated case of "Enterprise Wire Co., 46 LA 362 (1962)", and widely applied by arbitrators. In these seven (7) standards, Daugherty gathered together the basic elements of just cause emphasized by different arbitrators and translated them into a working method for determining when there is just cause for discipline.

1. Notice

"Did the Employer give to the Employee forewarning or foreknowledge of the possible or probable consequences of the Employee's disciplinary conduct?"

2. Reasonable Rule or Order

"Was the Employer's rule or managerial order reasonably related to (a) the orderly, efficient, and safe operation of the Employer's business, and (b) the performance that the Employer might properly expect of the Employees?"

3. Investigation

“Did the Employer, before administering the discipline to an Employee, make an effort to discover whether the Employee did in fact violate or disobey a rule or order of management?”

4. Fair Investigation

“Was the Employer's investigation conducted fairly and objectively?”

5. Proof

“At the investigation, did the "judge" obtain substantial evidence or proof that the Employee was guilty as charged?”

6. Equal Treatment

“Has the Employer applied its rules, orders and penalties even handedly and without discrimination to all Employees?”

7. Penalty

“Was the degree of discipline administered by the Employer in a particular case reasonably related to (a) the seriousness of the Employee's proven offense and (b) the record of the Employee in his service with the Employer?”

ARTICLE 5: GRIEVANCE AND ARBITRATION

Grievance Definition

The purpose of the procedure set forth below is to provide the Employer and the Union an orderly means of resolving disputes that may arise between them. The Union agrees this procedure shall be the exclusive means for the resolution of employees' and Union grievances or claims against the Employer under this Agreement. All timelines under this Article may be extended by mutual written agreement.

A grievance is a claim by an employee or the Union against LifeLong concerning the interpretation or application of any provision of this Agreement, any personnel rules or regulations directly related to employees' working conditions. A grievance regarding discipline, suspension or discharge must be filed within fourteen (14) business days. All other grievances must be filed within thirty (30) calendar days of

the date the employee reasonably should have been aware of the problem. When an employee has been terminated, UAPD shall have the option of filing the grievance at Step 2 or Step 3 (mediation). All grievances shall be handled in accordance with the procedure that follows:

Representation

The employee shall have the right to a union steward representative at any step of the grievance procedure. The employee shall also have the right to representation by Union staff, officer, organizer, or designee at any step of the grievance procedure. Where practicable, the parties shall endeavor to provide at least one business day advance notice of who will attend the grievance meetings. However, either party may ask for a continuance if it's not practicable to provide at least one business day advanced notice.

Procedure

Step 1.

The first step to address grievances is for the employee to contact their immediate supervisor with a statement of the grievance. The supervisor will make every effort to arrive at a prompt resolution of the grievance by investigating the issue and responding within seven (7) business days of the receipt of the grievance. If the grievance directly involves the supervisor or department head, and the employee believes they may not reasonably demonstrate objectivity in the situation, the employee may immediately proceed to Step 2.

Step 2.

If the grievance is not satisfactorily resolved in Step 1, the grievant, or their representative may appeal the decision in writing to the Human Resources Director or designee within seven (7) business days of receipt of the answer. The Human Resources Director or designee shall schedule a meeting to hear the grievance within fourteen (14) business days of receipt of the grievance. The Human Resources Director or designee shall reply in writing to the grievance within seven (7) business days following such meeting.

All grievances filed at Step 2 shall be submitted no later than thirty (30) calendar days or fourteen (14) business days in the case of discharge or suspension after the date of the violation of the Agreement.

Step 3—Mediation

A grievance not resolved at Step 2 shall proceed to mediation of the Union and the Employer by giving written notice to one another within twenty-one (21) business days or within seven (7) business days for termination cases of the Step 2 response from the Employer.

- A. Selection of Mediator. Within fourteen (14) business days of the notice to move the grievance to mediation, the Union and the Employer shall notify the mediator from the following list that they have been selected, starting with the first mediator, and rotating through the list for each subsequent mediation:

Mediators/Arbitrators

- John LaRocco
- Katherine Thomson
- David Weinberg
- Paul Roose
- Joel Shaffer

- B. Once appointed, the mediator and the parties shall mutually agree upon a date for mediation to be scheduled no later than twenty (20) business days after the mediator's appointment and the parties will endeavor to resolve the grievance at that meeting.

Step 4—Arbitration

- A. If the mediation is not successful, within twenty-five (25) calendar days or fourteen (14) business days for suspensions and terminations of the Step 2 meeting, the Union may advance the grievance to arbitration. Only the Union (not an individual Bargaining Unit member) may move a grievance to arbitration.
- B. The mediator, as selected in Step 3, shall be the arbitrator.
- C. The first day of the arbitration hearing shall be scheduled no later than sixty (60) calendar days after the selection of the arbitrator. Written closing briefs (if any) shall be submitted to the arbitrator within fifteen (15) business days of the last day of the arbitration hearing and the arbitrator shall submit their findings to the parties in writing within thirty (30) calendar days of the

receipt of the briefs or of the last day of the arbitration hearing if no written briefs were submitted.

D. Expenses. The costs, including expenses of the arbitrator, if any, shall be shared equally by the parties and the parties shall bear the cost of their own representation and witnesses. If the parties mutually agree to use a court reporter, the cost will be shared between the parties. If an employee gives testimony as a witness in connection with the grievance procedure during work hours, the employee will suffer no loss in pay for the day(s) they are required to attend the hearing. Other arbitration expenses shall be borne by the party that incurred them.

E. Authority of Arbitrator. The arbitrator selected shall not have the jurisdiction to add to, subtract from, change, alter or modify any of the terms of this contract. Decisions of the arbitrator on issues properly before them are final and binding on the parties.

ARTICLE 6: RIGHTS OF THE UNION AND UNION STAFF REPRESENTATIVE

New Hire Orientation

The Union will have up to 30 minutes at each new hire orientation to inform new hires of their rights as union members.

Bulletin Boards

The Union shall have access to bulletin boards designated by the employer. Such bulletin boards shall be located in generally non public areas frequented by employees covered by this Agreement and shall be used for the posting of official Union materials and announcements as they pertain to LifeLong's UAPD bargaining unit members. Materials are to be posted and removed by official Union representatives, officers or designated shop stewards only. The Union assumes all responsibility for the material contained in its notices.

The Union cannot cover up any legally required information.

Union Representative Access

Union Representatives will have access to the facilities as follows:

- a. Any authorized representative of the Union who is not an employee shall have the right to contact bargaining unit members on matters within the scope of representation, provided that prior arrangements have been

- made for such meeting with the management or designated representative, under whose control the service unit is placed.
- b. Union representatives will have reasonable access to break rooms, and conference rooms in accordance with site-specific processes.
 - c. The Employer may allow Union representatives after-hours access to mutually agreed upon locations to facilitate discussions with employees.
 - d. Union staff will be required to check out a Union visitor badge identifying them as representatives of the Union from the Employer to identify them when they access facilities.
 - e. Absent a separate written agreement, Union Representatives will comply with LifeLong's visitor safety and confidentiality protocols.
 - f. During business hours, Union Representatives will need to be escorted by LifeLong staff and will not disrupt operations or patient care.

ARTICLE 7: UNION STEWARDS

The Number of Stewards

The Union shall be entitled to designate as many stewards as needed.

The Union will notify the Employer of the names of its designated union stewards within 30 days of ratification of the initial CBA. Additionally, the Union shall provide LifeLong with the names of Union Stewards within thirty (30) days of any changes in the designated Stewards.

Steward Time for Representation

Union Stewards will be released from duty to represent employees in disciplinary matters and grievances. LifeLong shall allow Union stewards paid release time to represent employees in the grievance or appeal process specified in Article 5, including up to 30 minutes of prep time. A steward shall have paid release time and may represent an employee in interviews where there is a reasonable expectation that disciplinary action may follow.

Steward Rights and Protections

The Union and Employer recognize that Union Stewards have legally protected rights:

1. When acting as a steward, the employee is equal to the employer and no longer a subordinate. This means that employees when acting as stewards may openly and firmly disagree with management.
2. Stewards may not be retaliated against for being a Steward. For example, they may not be held to a higher standard, given extra or more difficult work, or denied opportunities because they are a Steward.
3. When representing employees in investigations, the Steward has a right to:
 - a. Know the subject matter before the investigation;
 - b. Meet privately with the employee before the investigation;
 - c. Make sure the employee understands the questions being asked
 - d. Take a break during the interview.

ARTICLE 8: SAVINGS CLAUSE

This contract is subject to all current and future applicable federal, state and local laws and regulations. If any part or provision of this Memorandum is in conflict or inconsistent with such applicable provisions of federal, state or local laws or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such party or provisions shall be suspended and superseded by such applicable law or regulations, and the remainder of the Memorandum shall not be affected thereby.

ARTICLE 9: CONTRACTING OUT

LifeLong's intention is not to displace any bargaining unit work.

Qualified UAPD members shall be given the right of first refusal, except when new practices are acquired.

LifeLong shall provide the Union with 60 days written notice in the event it intends to contract out work currently being performed by bargaining unit members. Such notice shall contain a reasonable time period within which the Union may request to meet with LifeLong to discuss the impacts of the LifeLong's decision to contract out bargaining unit work.

Any contracts in place prior to this agreement may remain in place including future amendments thereto.

Locum Tenens contracts, externally funded positions, clinical supervision, and intern/extern stipends/wages are excluded from this provision.

ARTICLE 10: UNION MEMBERSHIP

Notice of New Employees to the Union

Within thirty (30) calendar days of the start of work of any newly hired or newly transferred employee to the bargaining unit, the Employer will provide to the Union the following:

- Employee's name
- Job title
- Rate of pay
- Address
- Employee ID
- Date of hire
- Telephone number
- E-mail address

Union Membership and Fair Share Fees

UAPD is legally required to represent all members of the bargaining unit in a number of ways such as bargaining a contract, representation in disciplinary matters, and assistance with claims of violations of the contract.

When an employee becomes a UAPD member, their union dues pay for this professional representation and advocacy. Becoming a union member is a choice because there is an important constitutional protection against being forced to be a member of any organization. UAPD can, however, require the employee to pay their fair share of the cost of representation. This is known as fair share fees.

Union Membership or Fair Share Requirement

On or before the thirtieth (30th) calendar day after the start of their employment, all employees covered by this Agreement and hired on or after its effective date must:

- Become and remain members of UAPD; or
- Pay fair share fees, as determined by the Union

LifeLong must inform employees of the above condition of employment. LifeLong representatives must not recommend to new hires whether or not they should join

the Union and must not express personal views about UAPD membership questions.

Failure to Become a Union Member or Pay Fair Share Fees

The Union will give written notice to the Employer of any employee covered under this Agreement who fails to become a member of the Union or pay fair share fees. The Employer agrees to terminate any employee covered under this Agreement who fails to become a member of the Union or pay fair share fees. Before an employee is terminated for failure to become a Union member or payfair share fees, the Union will give the employee thirty (30) calendar days' notice.

Union Dues Deductions

Upon written authorization from the employee, LifeLong will deduct from the wages of employees covered by this Agreement, dues and initiation fees, or fair share fees required of employees as a condition of keeping their job covered by this Agreement. The Employer will promptly send these funds to the Union.

Indemnification

The Union shall indemnify and hold the Employer, its officers and employees, harmless from any and all claims, demands, suits, NLRB Charges or Complaints, or any other action including all court or arbitration costs arising from the provisions herein.

Requests to authorize the start of or changes to dues or other deductions covered in this section, or to change status regarding such dues or other deductions, shall be directed to the Union designee rather than to LifeLong. LifeLong shall not process any dues, or other change requests that may come directly from an employee in the bargaining unit but agrees to forward such request to the Union designee.

ARTICLE 11: LAYOFFS

LifeLong shall notify UAPD at least 60 days in advance of any proposed layoffs. LifeLong and UAPD shall meet and confer over the impact of the proposed layoffs.

ARTICLE 12: HEALTH AND SAFETY

LifeLong shall provide a safe and healthy workplace for all employees and promptly correct all hazards for facilities under LifeLong's maintenance and control or in

collaboration with the facilities' landlord. The employer agrees to comply with occupational safety and health standards, regulations and laws.

ARTICLE 13: CME BENEFIT

Maintain a minimum of the current CME benefits at the start of each fiscal year as follows:

<u>Job</u>	<u>Money</u>	<u>PTO (prorated)</u>
MD, DO, DDS, DPM, DC	\$2000/FTE	5 days/FTE
CNM, NP, PA, PsyD/PhD	\$2000/FTE	5 days/FTE
LCSW, LMFT, Lac	\$1500/FTE	5 days/FTE

CME dollar and hour balances are prorated based on your paid FTE. PTO allocations will expire at the end of the fiscal year, i.e., June 30 of each year. Providers must be benefited employees to qualify for the CME benefit and have completed a 90-day probationary period. Benefits in the first year of employment will be pro-rated based on date of hire.

All time off requests for CME must be pre-approved by your AMD or Center Director.

Computer hardware and medical supplies such as stethoscopes are not eligible for CME. But, education software, journal subscriptions, educational conferences, and professional dues are. All coursework requires proof of attendance, i.e., CME certificates. Reimbursement requests must be submitted within 30 days of a CME purchase, or attending a CME event, to have your request processed.

CME money will be carried over for only one fiscal year.

ARTICLE 14: WAGES AND TERM

Wage Table

1. Initial step placements are determined based on years of work experience post licensure, including post licensure experience outside of LifeLong.
2. Employees shall be eligible for step increases and shall receive an increase to the next scheduled step on the anniversary of their date of hire.

3. Year 1: Employees will be placed in the “WAGE TABLE YEAR 1” below effective the first full pay period following ratification.
4. Wage Tables in Year 2 and Year 3 reflect increases of 1.5% and 1.75% respectively, and shall be effective the first full pay period in July 2024 and July 2025 respectively.
5. For those whose current wage exceeds the step placement, their wage will not be reduced.
6. During the term of the Agreement expiring on September 27, 2026, for those members whose current wage exceeds the step placement or at the last step, LifeLong will provide an annual bonus equivalent to \$2,080 pro-rated to their FTE minus applicable taxes. This clause shall sunset with the expiration of this Agreement on *September 27, 2026*.
7. Year 1: Effective the first full pay period following the September 28, 2023 ratification, for those employees whose compensation matches the salary grid, on a one-time basis only, their step increases shall occur upon ratification (not on their anniversary date). Thereafter, Step Increases shall occur on their anniversary date.
8. CNM, NP, PA, and Psych APP would receive a \$2.00 per hour step increase at Step 6 (year 5).
9. Part Time Non-Benefited and Per Diem employees shall be placed on the wage table based on years of work experience post licensure and shall receive an additional 10% differential.
10. 4-Tier Employee Classification
 - a. Full time benefited - 40 hours per week with a set schedule
 - b. Part time benefited – 20 to 39 hours per week with a set schedule
 - c. Part time non-benefited – 19 hours or less per week with a set schedule
 - d. Per diem non benefited; hours may vary based upon need and are not guaranteed
11. All employees in the Unit shall receive a one-time lump sum equivalent to a 2% pay raise effective April 1, 2022, or their date of hire, whichever is later, pro-rated based on the employee’s FTE in the first full pay period following ratification.

WAGE TABLE YEAR 1

BASELINE	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	
No. of years	<1	1	2	3	4	5	6	7	8	9	10	
Physician	94.80	94.80	95.80	96.80	97.80	98.80	99.80	100.80	101.80	102.80	103.80	104.80
Certified Nurse Midwife	59.36	59.36	60.36	61.36	62.36	63.36	65.36	66.36	67.36	68.36	69.36	70.36
Nurse Practitioner	59.36	59.36	60.36	61.36	62.36	63.36	65.36	66.36	67.36	68.36	69.36	70.36
Physician Assistant	59.36	59.36	60.36	61.36	62.36	63.36	65.36	66.36	67.36	68.36	69.36	70.36
Psych APP	68.56	68.56	69.56	70.56	71.56	72.56	74.56	75.56	76.56	77.56	78.56	79.56
Acupuncturist	45.00	45.00	46.00	47.00	48.00	49.00	50.00	51.00	52.00	53.00	54.00	55.00
Chiropractor	58.00	58.00	59.00	60.00	61.00	62.00	63.00	64.00	65.00	66.00	67.00	68.00
LCSW/LMFT	38.50	38.50	39.50	40.50	41.50	42.50	43.50	44.50	45.50	46.50	47.50	48.50
Podiatrist	65.00	65.00	66.00	67.00	68.00	69.00	70.00	71.00	72.00	73.00	74.00	75.00
Physician-OBGYN	118.00	118.00	119.00	120.00	121.00	122.00	123.00	124.00	125.00	126.00	127.00	128.00
Psychiatrist	112.20	112.20	113.20	114.20	115.20	116.20	117.20	118.20	119.20	120.20	121.20	122.20
Dentist 1	69.00	69.00	70.00	71.00	72.00	73.00	74.00	75.00	76.00	77.00	78.00	79.00
Dentist 2	73.00	73.00	74.00	75.00	76.00	77.00	78.00	79.00	80.00	81.00	82.00	83.00
Dentist 3	77.00	77.00	78.00	79.00	80.00	81.00	82.00	83.00	84.00	85.00	86.00	87.00
Dentist 4	118.00	118.00	119.00	120.00	121.00	122.00	123.00	124.00	125.00	126.00	127.00	128.00

WAGE TABLE YEAR 2

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Physician	96.22	97.24	98.25	99.27	100.28	101.30	102.31	103.33	104.34	105.36	106.37
Certified Nurse Midwife	60.25	61.27	62.28	63.30	64.31	66.34	67.36	68.37	69.39	70.40	71.42
Nurse Practitioner	60.25	61.27	62.28	63.30	64.31	66.34	67.36	68.37	69.39	70.40	71.42
Physician Assistant	60.25	61.27	62.28	63.30	64.31	66.34	67.36	68.37	69.39	70.40	71.42
Psych APP	69.59	70.60	71.62	72.63	73.65	75.68	76.69	77.71	78.72	79.74	80.75
Acupuncturist	45.68	46.69	47.71	48.72	49.74	50.75	51.77	52.78	53.80	54.81	55.83
Chiropractor	58.87	59.89	60.90	61.92	62.93	63.95	64.96	65.98	66.99	68.01	69.02
LCSW/LMFT/Licensed Psychologist	48.08	49.08	50.08	51.08	52.08	53.08	54.08	55.08	56.08	57.08	58.08
Podiatrist	65.98	66.99	68.01	69.02	70.04	71.05	72.07	73.08	74.10	75.11	76.13
Physician-OBGYN	119.77	120.79	121.80	122.82	123.83	124.85	125.86	126.88	127.89	128.91	129.92
Psychiatrist	113.88	114.90	115.91	116.93	117.94	118.96	119.97	120.99	122.00	123.02	124.03
Dentist 1	70.04	71.05	72.07	73.08	74.10	75.11	76.13	77.14	78.16	79.17	80.19
Dentist 2	74.10	75.11	76.13	77.14	78.16	79.17	80.19	81.20	82.22	83.23	84.25
Dentist 3	78.16	79.17	80.19	81.20	82.22	83.23	84.25	85.26	86.28	87.29	88.31
Dentist 4	119.77	120.79	121.80	122.82	123.83	124.85	125.86	126.88	127.89	128.91	129.92

WAGE TABLE YEAR 3

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
Physician	97.91	98.94	99.97	101.00	102.04	103.07	104.10	105.14	106.17	107.20	108.23
Certified Nurse Midwife	61.30	62.34	63.37	64.40	65.44	67.50	68.53	69.57	70.60	71.63	72.67
Nurse Practitioner	61.30	62.34	63.37	64.40	65.44	67.50	68.53	69.57	70.60	71.63	72.67
Physician Assistant	61.30	62.34	63.37	64.40	65.44	67.50	68.53	69.57	70.60	71.63	72.67
Psych APP	70.81	71.84	72.87	73.90	74.94	77.00	78.04	79.07	80.10	81.13	82.17
Acupuncturist	46.47	47.51	48.54	49.57	50.61	51.64	52.67	53.70	54.74	55.77	56.80
Chiropractor	59.90	60.93	61.97	63.00	64.03	65.06	66.10	67.13	68.16	69.20	70.23
LCSW/LMFT/Licensed Psychologist	48.92	49.94	50.96	51.97	52.99	54.01	55.03	56.04	57.06	58.08	59.10
Podiatrist	67.13	68.16	69.20	70.23	71.26	72.29	73.33	74.36	75.39	76.42	77.46
Physician-OBGYN	121.87	122.90	123.93	124.96	126.00	127.03	128.06	129.10	130.13	131.16	132.19
Psychiatrist	115.88	116.91	117.94	118.97	120.01	121.04	122.07	123.11	124.14	125.17	126.20
Dentist 1	71.26	72.29	73.33	74.36	75.39	76.42	77.46	78.49	79.52	80.56	81.59
Dentist 2	75.39	76.42	77.46	78.49	79.52	80.56	81.59	82.62	83.65	84.69	85.72
Dentist 3	79.52	80.56	81.59	82.62	83.65	84.69	85.72	86.75	87.78	88.82	89.85
Dentist 4	121.87	122.90	123.93	124.96	126.00	127.03	128.06	129.10	130.13	131.16	132.19

ARTICLE 15: RETIREMENT

LifeLong shall match the provider's retirement contribution up to one percent (1%) of the eligible provider's annual wages. LifeLong may contribute additional funds at its discretion in accordance with past practice.

ARTICLE 16: COMPENSATION FOR LANGUAGE PROFICIENCY

LifeLong shall designate languages of high community utilization by practice site. Providers shall be paid a one thousand- and forty-dollar (\$1,040) differential annually, prorated based on FTE, and shall be disbursed with each pay period. For providing care in one or more designated languages of high community utilization. To qualify for the differential, an employee must take and pass a language proficiency exam.

ARTICLE 17: HOLIDAYS

LifeLong shall observe the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Thanksgiving
- Friday after Thanksgiving
- Christmas Day

It is the practice to maintain regular office and health centers hours on the eve of a holiday. A holiday that occurs on a Saturday will be observed on the preceding Friday and a holiday that occurs on Sunday will be observed on the following Monday for the Administrative Office and the health centers. Urgent care locations are open on the above referenced holidays.

There is no accrual of holiday time and this time is not paid out at the time of termination of employment. If a recognized holiday falls during a paid absence (e.g., vacation, personal day, paid sick leave), holiday pay will be provided instead of the

paid time off benefit that would otherwise have applied. Employees will not be paid holiday pay if they are on an unpaid leave of absence.

To receive holiday pay, an eligible employee must be at work, or on an authorized absence that was scheduled and approved in advance of the holiday, on the workday immediately preceding and immediately following the day on which the holiday is observed. If an employee is absent on one or both of these days because of an illness or injury, LifeLong reserves the right to verify the reason for the absence before approving holiday pay. If not verified, Employees are then required to use another accrued unused time off for the holiday such as vacation or floating holiday.

Holiday pay will be calculated based on the number of hours an employee would have otherwise worked on that day. If an employee would not normally work on that day, the employee will not be paid holiday pay.

1. Full and Part Time Eligibility

All full-time employees and part time employees scheduled to work at least 20 hours a week on a regular basis are eligible for holiday pay. Part time employees receive pay according to their FTE status and are able to use appropriate PTO if necessary to make up the hours they were scheduled to work. Part time staff are eligible to take corresponding time off for holidays that fall on their scheduled day off. They must take this corresponding time off during the pay period in which the holiday falls. There is no carry-over or retroactive time off for holiday time not taken. The employee must obtain manager approval in advance and indicate on their timesheet or time card whenever corresponding holiday time is taken.

Employees who are approved to work on a Health Center-recognized holiday will receive another day off to be used in the same month the holiday occurs.

2. Providers and Licensed Employees

When a Health Center-paid holiday falls on a scheduled day off for a provider or licensed individual, the employee will receive corresponding time off on a prorated basis for those hours coordinated with the Center Director. The time off must be requested on the timesheet within the pay period in which the holiday falls. There is no carry-over or retroactive pay for time off for holidays.

A part time provider may request to be paid for holiday hours rather than taking corresponding time off, to be coordinated with the Center Director.

ARTICLE 18: SABBATICAL

After 20 continuous years of 0.5 FTE or higher at LifeLong, the provider shall be entitled to a one-time paid leave of 4 weeks sabbatical to be used in any way the provider desires. The compensation for this benefit shall be prorated according to their average FTE in the most recent five years of service. Providers will get four weeks of sabbatical and shall be paid using the methodology above.

Sabbatical will be granted on a seniority basis, and a minimum of 60 days' notice must be given to adjust for clinic coverage.

Sabbatical leave shall not be a benefit to be paid out if unused at the time the provider leaves LifeLong.

Current providers' prior years of consecutive employment at LifeLong shall be recognized and sabbatical time granted accordingly.

ARTICLE 19: LOAN FORGIVENESS ELIGIBILITY

For the purposes of loan forgiveness eligibility only, the definition of full-time employment is 30 hours of work weekly.

ARTICLE 20: BENEFITS ELIGIBILITY

To qualify for benefits, employees must maintain a minimum of 0.5 FTE. Employees must work 0.75 FTE or more per week to qualify for dependent coverage.

ARTICLE 21: PAID SICK LEAVE

1. Each Regular Employee will accrue twelve (12) days of paid sick leave per year. Regular part-time Employees will accrue paid sick leave on a pro-rated basis, with forty (40) hours per workweek being full-time.
2. Regular Employees in their first 30 days of service with the Employer will accrue but may not use paid sick leave.
3. Paid sick leave will only be paid for scheduled straight-time work that an

eligible Employee is unable to perform due to their, or the Employee's eligible family member's illness (including mental health), accident, disability or medical treatment, including preventative care visits to a doctor or dentist. Employees are required upon their return to work to complete a time off request in the electronic timekeeping system.

4. The Employer may not require an Employee to submit evidence of illness as a condition of receiving paid sick leave unless there is a reasonable doubt as to the validity of the claim. Examples of factual situations giving rise to reasonable doubt include, but are not limited to the following: absence due to illness extending beyond three (3) days; frequent use of sick leave especially on Mondays and Fridays or a similar pattern; excessive use of sick leave especially where other categories of leave cannot be scheduled.
5. If an Employee is absent on paid sick leave and a paid holiday occurs during such absence, the Employee will receive holiday pay instead of paid sick leave.
6. An Employee will be required to use accrued sick leave during any unpaid portion of a medical or pregnancy disability leave of absence, including the waiting period for salary replacement benefits (including SDI and PFL). An Employee may elect to integrate sick leave with any salary replacement benefits (including SDI and PFL).
7. Employees unable to work shall notify their immediate supervisor or their designee an hour before their scheduled start time.
8. If Paid Sick Leave is not used during a year, it may be carried over to future years, as long as the employee maintains benefited status at 20 or more hours per week. Unused Paid Sick Leave will not be paid to the Employees at the end of their employment or when they convert to Per Diem or Part-Time Non-Benefited at which time they will begin accruing sick time based upon California's requirement of 1 hour accrued based upon 30 hours worked. If Employees return to work for LifeLong within a year of their departure, their accrued but unused paid sick leave will be reinstated to them, and they may use it immediately upon rehire.

ARTICLE 22: COMPENSATION FOR PROVIDERS ON CALL IN THE HOSPITAL

Weekday Night Call

When providers are on call overnight Monday through Friday for rounding at the hospital, they should receive \$100 per night of call.

Weekend Night Call

When providers are on call overnight for rounding at the hospital on the weekend (Saturday and Sunday), they should receive \$150 per night of call.

ARTICLE 23: PERSONAL DAYS

LifeLong provides benefit eligible employees with four personal days per year. These four days are granted on January 1, April 1, July 1, and October 1 and are expected to be used during the year in which they are granted. One day may be carried over into the following year, but must be used by March 31. Unused personal days will not be paid out to employees at the end of their employment.

After 90 days of employment, employees begin to accrue personal day time. A personal day may be used at the employee's discretion; for instance, on birthdays or for religious holidays. This time must be requested in advance and have the approval of the employee's supervisor. This time is available to full time employees and on a prorated basis to part time staff who are regularly scheduled to work 20 or more hours a week.

LifeLong recognizes that some employees may wish to observe, as periods of worship or commemoration, certain days which are not included in LifeLong's holiday schedule. Accordingly, employees who would like to take a day off for such a reason may be permitted to do so if the employee's absence from work will not result in an undue hardship to LifeLong's business and if prior approval has been obtained from the employee's supervisor. Employees may use accumulated days of personal days or vacation days on such occasions, or they may take such time off as an unpaid, excused absence.

ARTICLE 24: CLINIC CLOSURE COMPENSATION

Scheduled providers who are unable to work due to an unplanned and non-holiday clinic closure caused by an emergency and whom LifeLong does not re-assign to a different clinic site or work from home during the same scheduled clinic shift shall be without loss of compensation or paid leave.

ARTICLE 25: PROFESSIONAL JUDGMENT

The parties agree that members shall not be required to practice in any manner which places their professional license(s) in jeopardy.

ARTICLE 26: LEAVE COVERAGE

Within 30 days of ratification of contract:

- If out more than two regularly scheduled clinic days, a primary care provider (PCP) can request coverage for the following urgent/time sensitive (as determined by the clinical judgment of the covering provider) InBasket items:
 - Lab results and imaging reports that need follow up
 - Med refills that came from Central Triage because they need attention (e.g., Controlled Meds, refills that need labs first)
 - Telephone calls that need response
 - MyChart messages that need response
- Items that are not urgent may be left until the provider returns from leave.
- Coverage begins for items coming in on the morning of the first day the provider is out. Provider is responsible for items in InBasket from prior dates. Items from prior dates will not be addressed.
- Coverage ends at 5pm on the last business day of a PCP's leave.
- Exceptions:
 - There may be exceptions, based on clinical judgment, of items that can wait until PCP returns (example: disability form request that comes in the day before provider returns from leave).

- There may be exceptions, based on clinical judgment, of items that cannot be completed based on provider's charting.
- Sites will still be responsible for covering some things that require site-level assistance, using existing triage/coverage systems.

Within one year of ratification:

- If out more than three weeks, a primary care provider (PCP) can request coverage for the following urgent and non-urgent InBasket/paperwork:
 - Lab results and imaging results that need follow up
 - Med refills that came from Central Triage because they need attention (e.g., Controlled Meds, need labs first)
 - Telephone calls that need response
 - MyChart messages that need response
 - E-signature documents
 - Scanned documents that need response or signature
 - Hard copy paperwork (e.g., DMV form)
- Coverage begins for items coming in on the morning of the first day the provider is out. Provider is responsible for items in InBasket from prior dates. Items from prior dates will not be addressed.
- Coverage ends at 5pm on the last business day of leave.
- Exceptions:
 - There may be exceptions, based on clinical judgment, of non-urgent items that can wait until PCP returns from leave (example: disability form request that comes in shortly before provider returns from leave).
 - There may be exceptions, based on clinical judgment, of items that cannot be completed based on provider's charting.
- Sites will still be responsible for covering some things that require site-level assistance, using existing triage/coverage systems.

This section is not grievable.

ARTICLE 27: ACCRUALS ELIGIBILITY

Accruals will be based on FTE including follow up time.

ARTICLE 28: ON-CALL POLICY

For medical providers, LifeLong shall make reasonable efforts to staff after hour calls with volunteers.

Dental providers are placed on a rotating schedule for on-call coverage.

ARTICLE 29: BEREAVEMENT

When a death occurs in an Employee's immediate family (defined as spouse, registered domestic partner, children, children of a domestic partner, parents, legal guardian, siblings, grandparents, grandchildren, parents-in-law, and siblings-in-law) the Employee will be entitled to three (3) days off with pay, and two (2) additional days off without pay unless employees elect to use personal days or vacation time.

Consideration is given when funerals are outside of the country as an additional two (2) paid days of bereavement leave may be granted based on submitted documentation.

Time off for extended family, non-family funerals, or additional time needed for immediate family will be considered on an individual basis with the general rule that it will be considered time off without pay unless employees elect to use personal days or vacation time.

Employees shall give their supervisor as much advance notice of an absence as possible.

ARTICLE 30: COMPENSATION IN LIEU OF HEALTH BENEFITS

Benefits eligible Union members who opt out of health insurance shall be paid the following upon proof of other coverage:

- \$1.25 per hour if the employee works 50%-74% FTE
- \$1.50 per hour if the employee works 75%-100% FTE

ARTICLE 31: PARENTAL LEAVE

LifeLong will follow California's Paid Family Leave Law.

ARTICLE 32: NO STRIKE NO LOCKOUT

There shall be no strike, sympathy strike with unions outside of LifeLong, slowdown, or other stoppage of work by Employees represented by the Union and no lock out by the Employer during the life of this Agreement.

ARTICLE 33: PROFESSIONAL PRACTICE COMMITTEE

A Professional Practice Committee will be established to discuss subjects of mutual concern, or as appropriate to develop plans of action on subjects which include, but are not limited to, scheduling, provider support, workflow, efficiencies, facilities/IT, credentialing, staffing, quality metrics/outcomes, new patient visits, panel size, patient grace period, E.H.R. accessibility, or other topics where there is a recognized joint responsibility to provide quality care.

The committee shall consist of at least four (4) representatives appointed by the Employer and up to six (6) employees appointed by the Union. LifeLong's representative may include the Chief Medical Officer, Chief Dental Officer, Chief of Integrated Services, Chief Operating Officer, Chief Medical Information Officer, Deputy Chief of Clinical Operations, Director of Operations, Deputy Chief Medical Officer, Behavioral Health Operations Director, Director of Technology Operations, Director of Facilities Management, Human Resources Manager, or their designee, as appropriate based on the agenda items.

The Employer is responsible for setting the time and place of the committee. The Committee shall be scheduled to meet eight (8) times a year. If there is agreement that there are no issues to be addressed, the scheduled meeting may be canceled. Additional meetings may be scheduled by mutual agreement. Attendees' time will be blocked for the duration of the meeting, and if the employee is part-time and not scheduled to work at that time, the employee will be compensated at their hourly rate. Agenda items provided by either party are subject to the mutual agreement of both parties.

The parties may by mutual agreement seek the opinion of outside experts to resolve, recommend, or explore solutions to identified issues from the Professional Practice Committee.

In the event the committee is unable to reach agreement on a recommendation, the Chief Executive Officer will hear the matter at a PPC meeting in an attempt to resolve the issue. If the issue remains unresolved, the Chief Executive Officer shall decide a final resolution which will be implemented.

The parties acknowledge that neither party shall use the committee for the purpose of collective bargaining. Meetings will be subject to LifeLong's Code of Conduct.

ARTICLE 34: MANAGEMENT RIGHTS

Management of LifeLong is vested in LifeLong management. The following rights, powers, and authority are retained solely and exclusively by the Employer, except as limited, delegated or deleted by this Agreement, and subject to bargaining over the effects of a change:

1. Determine, plan and direct the use of funding and resources to achieve LifeLong's missions, programs, objectives, activities, and priorities;
2. Determine and direct the means, programs, policies, processes, equipment, facilities, methods and manner by which LifeLong's business, affairs, operations, programs, plans, and missions are to be provided, including through implementation, change, or cessation of any element thereof;
3. Determine the size, composition, and qualifications of the workforce through the recruitment, hiring, development, training, evaluation, assignment, transfer, reclassification, layoff, and demotion;
4. Determine, modify, and enforce standards of qualification, performance, training, conduct, and safety, and to determine the process by which performance is evaluated;
5. Determine employee shifts, working assignments, schedule templating, and schedules;
6. Determine and maintain LifeLong's Personnel Policies Handbook, subject to meet and confer obligations, if any;
7. Determine and take action on any matter in the event of an unforeseeable emergency; and
8. Determine and modify job classifications and job descriptions.

ARTICLE 35: HOURS OF WORK

1. The standard workday shall be eight (8) hours, and the standard work week shall be forty (40) hours.
 - a. With approval from the Employer, the Employer and the exempt professional employee may agree to an alternative work week such as a 4-10-40 schedule (4 days of 10 hours per day).
2. The Employer may employ professional employees on a part-time basis.
3. The Employer recognizes that non-patient facing duties are part of the standard work week for professional employees.
4. Patient-facing time that is billable by provider shall be templated and account for at least 80% of a provider's FTE. Patient-facing time with reduced productivity must be approved by the Employer.
5. Non-patient facing time shall be templated.
 - a. Follow up time for all Physicians, APPs, and Therapists shall be 12.5% of FTE.
 - i. Follow up time can be scheduled based on provider preference and with approval from the Employer.
 1. Follow up time referenced in 5(a) will be clearly designated in the provider's EHR template. In Epic, this time has to be rounded to a 15-minute increment, accordingly, it will be rounded up or down to the nearest increment.
 - ii. For part-time providers, follow up time will be included in provider FTE.
 1. Follow up time referenced in 5(a)(ii) will replace the current practice of getting paid 10% follow up time on top of FTE.
 2. After ratification of contract, part time provider's FTE will be adjusted to .05 increments (for example, a current 0.77 provider shall decide whether to become a 0.75 or 0.8 FTE). Employees will be provided the opportunity to adjust up or down at the .05 increment.

- iii. For dental providers, this follow up time is determined and blocked by dental clinic management.
 - b. Up to 7.5% additional non-patient facing time at the discretion of the Employer may include:
 - i. Meetings, as approved by the Employer
 - ii. Optional non-patient facing activities (including but not limited to case conferences, projects, consults, workgroups, teaching), as approved by the Employer.
- 6. Any exceptions to the above must be approved by the Employer. Exceptions may include: time to attend mandatory training(s), credentialing, orientation, and FIT testing.

APPENDIX A: LIST OF CLASSIFICATIONS

- Acupuncturist
- Certified Nurse Midwife
- Chiropractor
- Dentist
- Family Nurse Practitioner
- Geriatrician
- Licensed Clinical Social Worker
- Licensed Clinical Social Worker/Intensive Case Manager
- Licensed Marriage and Family Therapist
- Nurse Practitioner
- Physician
- Physician - Family Medicine
- Physician - Internal Medicine
- Physician - Pediatrics
- Physician Assistant
- Physician - OBGYN
- Podiatrist
- Primary Care Physician
- Psychiatric Nurse Practitioner
- Psychiatric Physician Assistant
- Psychiatrist
- Psychologist


SIGNATURES

For LifeLong Medical Care:

Signed by:

D8A8B99A0124451...

Cecilia Aviles, MBA, BSA, RN
Chief Executive Officer

DocuSigned by:

8A80D286FDA44AF...

Michael Stacey, MD, MPH
Chief Medical Officer

Signed by:

D6047FC4AD3642C...

Miriam Parker, DDS, MPA
Chief Dental Officer

DocuSigned by:

10224797DF914F9...

Carrie Cangelosi, LCSW
Behavioral Health Operations Director

Signed by:

25582DF362284A6...


Ayeola Alexander
Chief People Officer

For Union of American Physicians and Dentists:


DocuSigned by:

A22F679E3B9F47D...


Dr. Stuart Bussey
UAPD President

Signed by:

ED2CF1B96ADF439...


R. Douglas Chiappetta
UAPD Executive Director

DocuSigned by:

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Tim Jenkins
UAPD Chief Negotiator

Signed by:

87EE0F97F19147C...

Angelina Shigeura
UAPD Bargaining Team Member

DocuSigned by:

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Azucena Barocio
UAPD Bargaining Team Member

Douglas Frey
UAPD Bargaining Team Member

Signed by:
Eric Fuller
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Eric Fuller
UAPD Bargaining Team Member

Signed by:
Jeni Spevak
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Jeni Spevak
UAPD Bargaining Team Member

Julia Marino
UAPD Bargaining Team Member

SIDE LETTER: LABOR MANAGEMENT COMMITTEE

Within three months from the date of ratification, UAPD and LifeLong will establish a labor management committee to discuss the issues outlined below. LifeLong Management will use reasonable efforts to operationally resolve these matters. Upon mutual agreement, Federal Mediation may be invited to help the parties resolve matters that the parties are unable to resolve internally. This Side Letter does not impede on the Management Rights provision of the collective bargaining agreement.

The committee shall meet once each month for the first six months (6) after ratification of this Agreement. Thereafter, the Committee shall meet on a quarterly basis unless the parties agree to meet at other times or to cancel a scheduled meeting. The meetings shall be no more than 2 hours in duration unless some other time duration is mutually agreed upon beforehand. There shall be up to six (6) members of the committee. The Employer may designate up to three (3) members and the union may designate up to two (2) union members plus one (1) UAPD Representative.

Agenda items provided by either party are subject to the mutual agreement of both parties.

This side letter is not grievable.

- Week-Long Call Compensation Bonus
- Clinical Preceptors Workload
- Adequate support staffing ratios and effects on productivity when understaffed
- Helpdesk hours
- Payment Reimbursement Requests
- Benefits and Accruals Accounting
- Paper Pay Stubs Upon Request
- Billing Training
- Technology and Equipment
- Timely Chart Completion
- E.H.R. Training
- Issues involving Providers doing work outside of their job description
- Healthcare coverage including reproductive healthcare, gender-affirming care, and comprehensive mental health care

SIDE LETTER: LABOR MANAGEMENT COMMITTEE


For LifeLong Medical Care:

Signed by:

25582DF362284A6...

Ayeola Alexander
Chief People Officer

**For Union of American Physicians and
Dentists:**

DocuSigned by:

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Tim Jenkins
UAPD Chief Negotiator

SIDE LETTER: LIFELONG PRODUCTIVITY INCENTIVE (LPI) PROGRAM – PILOT

Eligibility

1. Participation in the LPI program is voluntary for all MD, APP and licensed therapist providers. All providers who wish to participate are required to sign the LPI program acknowledgment form and adhere to the terms of the LPI Program. This agreement will be an addendum to each provider's contract.
2. Providers must be employees of LifeLong. Participation in LPI is available regardless of FTE status for providers who maintain a regular clinic schedule.
3. Providers must be on staff for three months prior to participation in the LPI Program. A newly hired provider's participation in the program will begin on the first of the following month following the completion of the probationary period. The probationary period will allow newly hired providers time to onboard, familiarize themselves with the LPI program and to build up their patient panel.
4. The provider must be an employee on the date of the LPI payment. If the provider leaves the company prior to the date of the LPI payment, the incentive due to the provider will be forfeited.
5. LifeLong may terminate this voluntary pilot program upon 90 calendar days written notice to the Union. Both parties agree to meet, if necessary, to explore revisions to the program prior to any termination.

Process

1. LifeLong providers will receive a base compensation per the terms of their established contract. The base compensation will be based upon the provision of an established number of billable visits on an annual basis based on LifeLong's current productivity standard. To receive LPI benefits, the provider will need to exceed the established billable visit threshold for the effective period.
2. A billable visit is defined as a face-to-face or telehealth contact with a patient by a licensed provider; it must include EHR documentation of the encounter and must fulfill visit requirements as described by HRSA and insurer regulations.

- In the event that a provider works less than full-time, the threshold for billable visits will be adjusted to reflect the provider’s FTE:

$$\text{TBD Billable Visits} \times \text{Provider FTE} = \text{Threshold}$$

Example:

$$2,500 \times 0.8 \text{ FTE} = 2,000 \text{ Billable Visits}$$

- Each billable visit over the threshold will amount to a specific dollar amount based on the following tiers:

Tier	Billable Visits Over Threshold	Incentive Rate Per Visit
1	1 – 100	\$30
2	101 – 200	\$35
3	201 – 300	\$40
4	301 +	\$45

Example:

*A 0.8 FTE provider had 2,400 Billable visits in the Fiscal Year
2,400 Billable Visits – 2,000 Billable Visits = 400 LPI Visits*

Tier	Billable Visits Over Threshold	Incentive Rate Per Visit	Total LPI Amount
1	100	\$30	\$3,000
2	100	\$35	\$3,500
3	100	\$40	\$4,000
4	100	\$45	\$4,500
	400	Total potential LPI amount	\$15,000

Disbursement & Monthly Reporting Process

- The LPI year begins on July 1st of the calendar year and ends June 30th of the following year.
- The fiscal department will provide the monthly and year-to-date visit numbers based on an LPI dashboard with corresponding month’s data and year-to-date data.

- The LPI dashboard will be made available to each provider on or before the 20th of each month.
- At the end of the fiscal year, data will be aggregated, and the final dashboard and the incentive check will be distributed on or before August 15. All applicable state and federal taxes will be withheld.

Exhibit A
LIFELONG PRODUCTIVITY INCENTIVE PROGRAM ACKNOWLEDGEMENT
FORM

I understand that the LPI payment is in addition to my base salary. I understand that I must exceed the productivity measures outlined in the LPI Program in order to qualify for the payout.

The LPI payments are paid with normal payroll processing, less applicable taxes and other withholdings. If provider FTE changes, the productivity target will be adjusted on a go-forward basis and the provider will be eligible for payment.

I understand that unless I am on an approved leave of absence or retiring from LifeLong, eligibility for the LPI will be forfeited if my employment ends prior to the bonus payout date.

By signing this acknowledgement form, I agree to the terms of the LPI Program.

I have received a copy of the LPI Program document. I acknowledge that I have read the program, understand all of its terms and conditions, and agree to abide by all the stated terms and conditions.

I have been made aware that my personal productivity target for Fiscal Year _____ is _____ billable visits.

Employee Name (please print): _____

Employee Title: _____

Employee Signature: _____

Date Signed: _____

CEO Name (please print): _____

CEO Signature: _____

Date Signed: _____

**SIDE LETTER: LIFELONG PRODUCTIVITY INCENTIVE (LPI) PROGRAM –
PILOT**

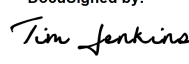
For LifeLong Medical Care:

Signed by:

25582DF362284A6...

Ayeola Alexander
Chief People Officer

**For Union of American Physicians and
Dentists:**

DocuSigned by:

D3EE575B135C4A9...

Tim Jenkins
UAPD Chief Negotiator

SIDE LETTER: WORKLOAD

Introduction

We have a shared interest in ensuring providers have the support necessary to be able to work to the top of their license and provide high quality care for our patients. This means working collaboratively to improve our operational efficiency and systems and culture. To contribute to a healthy work-life balance, we want to identify and address issues that impact individual providers. To achieve these goals, we propose the following processes to create systemic change and support individual providers.

The intent of the following processes are to ensure provider workload does not exceed their job description.

Systems Level Processes

1. Third Party Evaluation of Workload and Systemic Issues:
 - a. The employer will have a qualified primary care consultant assess and identify workload and systemic issues and inefficiencies identified by both parties (including but not limited to issues already identified for the Labor Management Committee and/or Professional Practice Committee).
 - i. Employer will engage a consultant within 90 days of execution of contract.
 - ii. Consultant will begin work within 120 days of execution of contract.
 - iii. Consultant recommendations and projected implementation costs will be shared with the Labor Management Committee and Professional Practice Committee within agreed upon timeframe.
 - iv. The Labor Management Committee and Professional Practice Committee will recommend priorities and timeline for implementation to employer.

SIDE LETTER: WORKLOAD

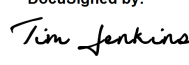
For LifeLong Medical Care:

Signed by:

25582DF362284A6...

Ayeola Alexander
Chief People Officer

**For Union of American Physicians and
Dentists:**

DocuSigned by:

D3EE575B135C4A9...

Tim Jenkins
UAPD Chief Negotiator