

Collective Bargaining Agreement

between



**Union of American
Physicians and Dentists**

and



**T.H.E. Clinic, Inc.
dba To Help Everyone
Health and Wellness Centers**

effective

March 1, 2022 through March 1, 2027

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ARTICLE 1 - RECOGNITION

T.H.E. Clinic, Inc. (the “Employer”) recognizes the Union of American Physicians and Dentists (the “Union” or “UAPD”) as the sole and exclusive bargaining agent for all full-time (regularly scheduled to work 32 hours or more per workweek) and part-time (regularly scheduled to work 4 hours through 31.9 hours per workweek) employees, with respect to rates of pay, hours of work and working conditions, excluding all management, supervisory, confidential, clerical, and per-diem employees in the following classifications: Physicians, Nurse Practitioners (NPs), Physician Assistants (PAs), Dentists and Psychiatrists.

During the term of this Agreement, on a monthly basis, the Employer shall provide the Union with a list of all bargaining unit employees which will include their dates of hire, title, specialty and status (full-time/scheduled hours, part-time/scheduled hours). If there are no changes from the previous month, the Employer shall provide the Union with a notice so stating.

ARTICLE 2 - UNION SECURITY

Section 1. Union Shop

Each new employee hired who is covered by this Agreement will receive a copy of this Agreement within the first thirty (30) days of the commencement of employment.

All employees covered by this Agreement, as a condition of continued employment, shall within thirty (30) calendar days following the first active date of employment, or the effective date of this Agreement, whichever is later, be required to do one of the following:

Join and maintain membership in the Union.

Choose not to join the Union, as a condition of employment, so long as the employee can provide proof that they are associated with a religious organization that, as a condition of affiliation, does not allow membership in a labor organization (union). Fees equal to dues will be deducted and provided to a charity from the following non-religious, or non-political affiliated charities, at the choice of the employee:

1. Children’s Hospital of Los Angeles
2. The Red Cross
3. Habitat for Humanity
4. The Humane Society

Section 2. Maintenance of Membership

Upon notice from the Union and after counseling by the Union, an employee who fails to meet required membership or pay the agency service fee shall be given 14 days’ advance notice of termination of employment, or shall be allowed to resign with proper notice to the Employer.

Section 3. Payroll Deduction

The Employer shall give to each employee who is hired to work for T.H.E., a form mutually agreeable to the Employer and the Union, which authorizes the voluntary payroll deduction of membership dues to be paid to the Union, or for employees unable to join the Union for religious reasons, the equivalent amount of dues as a contribution to one of the charities listed in this Article 2. Employees who do become members of the Union, and who do not elect to pay dues as outlined above will, as a condition of continued employment, pay to a charity above. Monthly dues and/or charitable donations shall be deducted from each employee's paycheck in each pay period, as authorized by the employee by her/his/their signature on the payroll deduction form, mutually agreed to between the Employer and the Union.

ARTICLE 3 - DEDUCTION AND REMITTANCE OF UNION DUES, FEES AND/OR OTHER EMPLOYEE AUTHORIZED DEDUCTIONS

Section 1. Deductions and Dues

The Employer will honor each employee's written assignment of wages to the Union for the payment of Union dues or fees when the employee authorizes such assignments by his/her signature on dues deduction form. It is agreed that deductions for dues and/or any other employee-authorized deductions shall be made in accordance with the provisions of applicable State law.

Section 2. Remittance of Dues or other Employee Authorized Deductions

Remittance of the aggregate amount of all dues and/or other employee- authorized deductions made from the wages of the employee covered hereunder shall be made by the Employer to the Union within thirty (30) working days after the conclusion of the month in which said dues and/or other authorized amounts were deducted.

ARTICLE 4 - UNION REPRESENTATION

Duly authorized Representatives of the Union shall be permitted at all reasonable times to enter the facilities operated by the Employer for the purpose of transacting Union business and observing conditions under which employees are employed; provided, however, that they (1) notify the site administrator or manager designee at the site to be visited of their intent to transact union business and (2) that no interference with the patients or with the work of the employees shall result, and that (3) such right of entry shall, at all times, be subject to general clinic and medical office rules applicable to non-employees.

Twice a year, if requested by the Union, Employer shall provide the Union Representative with a current list of each facility Director for every facility covered by this Collective Bargaining Agreement.

Section 1. Union Activities

No employee or applicant for employment covered by this Agreement shall be discriminated against because of membership in the Union or activities on behalf of the Union, and the Union

agrees that employees covered hereby shall be admitted to membership without discrimination.

Section 2. Union Bargaining Team

Subject to the provisions set forth below, the Employer and Union agree that any employee covered by this Agreement (member of the bargaining unit) may participate as a member of the UAPD bargaining team during labor negotiations for a successor collective bargaining agreement. The parties further agree that salaried exempt employee-members shall not be required to use any accrued PTO and shall be paid their normal base salary when attending scheduled labor negotiations with the Employer. Any hourly, non-exempt employee-member who attends labor negotiations shall be paid for his/her/their time attending scheduled labor negotiations at that employee's base hourly rate of pay, provided that such non-exempt employee's combined work schedule and labor negotiations attendance does not exceed more than eight hours in a work day or 40 hours in a workweek. The Employer and Union further agree that the Employer's payment to bargaining unit members for their time in attendance at scheduled labor negotiations with the Employer is subject to the following conditions. First, during any scheduled negotiation session, on behalf of UAPD, there shall be no more than one member physician, one member dentist and either a member Physician's Assistant or a member Nurse Practitioner. Second, labor negotiation sessions shall not commence until 2:00 p.m. on regularly scheduled workdays.

Section 3. UAPD Provider Representatives

The Employer recognizes the right of the Union to select the UAPD Provider Representatives. The Employer agrees that there will be no discrimination against the authorized Union UAPD Provider Representatives because of Union activity. The Employer shall not recognize the UAPD Provider Representatives until the Union has notified the Employer in writing of the selection of such UAPD Provider Representatives who shall be responsible for conducting union business. The UAPD Provider Representatives shall not permit their activity as UAPD Provider

Representatives to interfere with the performance of their normal duties. Union UAPD Provider Representatives shall obtain permission from their immediate supervisor for absences from their normal work place to conduct Union business. If it does not unduly interfere with the work assignment of the UAPD Provider Representatives and other employees, the UAPD Provider Representatives shall not lose pay through their participation in grievance or disciplinary meetings. Twice a year, if requested by the Employer, the Union shall submit to the Human Resources department an update of the current UAPD Provider Representatives for each facility. The bargaining unit will have two named UAPD Provider Representatives assigned to cover it.

ARTICLE 5 - MANAGEMENT RIGHTS

Subject to the provisions contained in this Agreement, the Employer has the right to operate its business, which includes the exclusive right to determine, change, discontinue, alter, or modify in whole or in part, temporarily or permanently, any of the following:

The nature, size, number of, location, and or types of facilities;

The medical and patient care standards, methods and procedures;

The price of all products and services, the price of all purchases, and the corporate and financial structure of the Employer;

The subcontracting of any work not presently performed by Union employees covered by this Agreement;

The equipment and machinery;

The promotion and demotion of all supervisors of the Employer

The numbers of employees, including the number of employees assigned to any particular procedure or shift, and whether, when, or where there is a job opening;

Reasonable standards of performance, and whether any employee meets such standards; including ability qualifications and training that may be required in order to perform work or any assignments;

The need for and the administration of physical examinations or psychological tests, background information, criminal record or drug screening as they pertain to new or probationary employees;

The direction, assignments, and supervision of all of the employees, including assignment to various facilities of the Employer;

The implementation of lawful work rules, policies and regulations for all employees;

The hiring of full-time, part-time and per diem employees and the number thereof;

The utilization of temporary employees;

The funding of each benefit including the identity and selection of each carrier, insurer fiduciary, administrator or trustee;

The security of the employees, premises, facilities, and property of the Employer;

The utilization of the Employer's premises, equipment, and facilities;

The selection and retention or discontinuance of all catering and vending machine suppliers and other catering services and the price of their products or services; and

The job classifications and the content and qualifications thereof.

The Employer agrees to notify the Union in advance of any planned actions or changes the Employer plans to implement when such actions or changes shall have an impact on the terms and conditions of employment of the employees covered by this Agreement, provided that the

Union agrees that after being given an opportunity confer-and not bargain-over the planned actions or changes, the Employer may implement such changes or actions.

Any management right not expressly limited or curtailed by the provisions of this Agreement.

Any dispute regarding the exercise of any of the rights of the Employer as enumerated above is not subject to any step of the grievance procedure, as set forth in this Agreement. The foregoing shall not preclude the Union from utilizing the grievance procedure to contest whether the Employer's actions or inactions are within the management's rights enumerated above.

ARTICLE 6 - NO STRIKE/NO LOCK OUT

Employees covered by this Agreement shall not engage in any strikes, sympathy strikes, slow-downs, or any other actions or concerted activity that would interfere with or adversely affect the operations or mission of the Employer.

The Union shall not promote, organize, or support any other concerted activity, which would interfere with or adversely affect the operations or mission of the Employer.

The Union shall notify employees covered by this Agreement of the prohibitions in this Article, and will make every reasonable effort to stop any activity prohibited by this Article should such occur, and provided that the Employer has notified the Union of any such activity or occurrence(s).

The Employer agrees that it will not lockout any employees covered by this Agreement.

ARTICLE 7 - DISCIPLINE AND DISCHARGE

Section 1. Disciplinary Action and Notices

Upon request by the Union, the Employer agrees to provide the Union with copies of each notice of formal disciplinary action issued to an employee covered by this Agreement. For purposes of this Agreement, "formal disciplinary action" means any written warning, any disciplinary suspension (with or without pay), or a discharge from employment.

Any notice of formal disciplinary action or of a non-formal action, such documentation of a verbal warning or counseling, presented to an employee covered by this Agreement shall be signed by the employee who received the notice. In the event an employee covered by this Agreement has a Representative or Union Representative present at the time the disciplinary notice is received, the Representative shall also sign the notice, indicating only that he or she was present. The Employer agrees to provide language on the disciplinary notice form to the effect that the employee is only required to sign acknowledging receipt of the notice, and that the employee is not required to sign any such notice in any way which directly or indirectly indicates agreement with the contents of the notice. Only formal discipline at the level of a Suspension or Discharge is subject to the Grievance Procedure in this Agreement. Suspensions and Discharges

of employment may only be based on just cause.

Section 2. Disclosure

In the event the Employer discharges an employee covered by this Agreement, the Employer will, at the request of the Union, furnish the Union copies of any written statements used by the Employer as a basis for its action, provided that in doing so, the Union agrees that all patient confidential information and any other information that, if disclosed, could have an adverse effect on anyone named in the witness statement, other than the discharged employee, shall redacted (blacked-out).

ARTICLE 8 - GRIEVANCE PROCEDURE

A "grievance" is defined as dispute concerning the interpretation or application of any provision of this Agreement.

"Days" or "days", as referenced in this Article are calendar days excluding Saturdays, Sundays, and Employer holidays (essentially business days).

The Union and the Employer recognize that the goal of this grievance procedure is to attempt to resolve the grievance at the lowest level possible with the least amount of time and resources.

In the case of a grievance filed on behalf of an individual employee ("individual grievance"), the employee must first meet with her/his supervisor to attempt to resolve the grievance.

This meeting may be waived if either the grievant or his/her supervisor deems it unnecessary. If the grievance is not resolved by this meeting; the grievance shall be handled in accordance with procedures set forth below.

At least one grievant must accompany a Union Steward or the Union's Agent at any meeting under this grievance procedure, unless mutually agreed otherwise.

All written responses by the Employer shall be addressed to the Union's Agent with a copy to the grievant, and if requested by the Union, to the designated Union Steward.

Received" or "received", under this Article, shall mean either received by mail, hand delivery, facsimile or email. Any facsimile successfully transmitted or email successfully sent is deemed to have been "received" the same day as sent if it is transmitted by facsimile or sent by email by 4:00 P.M., on Monday through Friday. If a grievance or response to such grievance is successfully transmitted by facsimile or sent by email after 4:00 P.M on Friday, it is deemed received on the following Monday (assuming Monday is non-holiday, otherwise it is received the next day on Tuesday). Facsimile or email communications on Employer Holidays are deemed received on the next following workday (non-weekend day).

Time limits. If a grievance is not filed by the Union in accordance with the ten (10) day deadline set forth in in Step 1, it shall not be subject to arbitration. Grievances not responded to by either party within the time limits presented herein shall be automatically moved to the next step.

Step 1: An employee or the Union initiates the grievance procedure by completing and delivering a grievance form to the Human Resources Department for submission to the appropriate Supervisor within ten (10) days of the date upon which either the employee or the Union first became aware, or reasonably should have first become aware, of the events or circumstances which give rise to the grievance.

The grievance must contain the following information:

The issue, situation or nature of the grievance; and

The specific provisions of this Agreement which the employee or the Union assert have been violated; and

The resolution or remedy sought.

An individual grievance must be signed by at least one (1) grievant.

A meeting to resolve the grievance shall take place within ten (10) days after the filing of the grievance. The Chief Human Resources Officer or his/her/their designee shall hear the grievance, after which, the Chief Human Resources Officer or his/her/their designee will respond to the grievance in writing within ten (10) days of the meeting.

Step 2: If the grievance has not been resolved, the employee or the Union may move the grievance to Step 2 by submitting a written statement to the Human Resources Department within ten (10) days after receipt of the written response. A meeting shall be held with either the Chief Administrative Officer, the Chief Executive Officer or one of their designees to resolve the grievance during the ten (10) day period following receipt of the written notice that the grievance has been moved to Step 2. The Human Resources Department will respond in writing within ten (10) days after the meeting.

One or more of the above grievance steps may be waived by mutual written agreement of the parties.

ARTICLE 9 - ARBITRATION

Days" or "days", as referenced in this Article are calendar days excluding Saturdays, Sundays, and Employer holidays (essentially business days).

Grievances which are not settled or otherwise resolved pursuant to Article 8 (Grievance Procedure), and which the Union desires to contest further, shall be submitted to arbitration as provided in this Article. Matters excluded from arbitration by other provisions of this Agreement are not subject to arbitration.

The Employer must receive requests for arbitration within fifteen (15) days following the Union's receipt of the Employer's Step 2 response, as provided in Article 8. The provisions set forth in Article 8, defining and specifying the date of receipt when a communication is by facsimile or email apply herein.

Following the Union's request for arbitration, and by mutual agreement, the Union and the Employer may agree to extend the date for selecting an arbitrator, as set forth below, and instead, select a mediator to resolve the grievance before proceeding to arbitration. The recommendation of the mediator is not binding on either party unless the parties mutually agree otherwise. A mediator selected by the parties may not serve as an arbitrator for the same grievance. Nothing said or done by the mediator or the parties or anyone else at the mediation may be referred to in any way at the arbitration.

As soon as possible and in any event not later than ten (10) days after the Employer receives written notice of the Union's desire arbitrate, the parties shall agree upon an arbitrator. If the parties are unable to agree upon an impartial arbitrator they shall submit, within ten (10) days of the service of the notice of intent to take the grievance to arbitration, a joint request to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators. Upon receipt of said list, the parties will select an arbitrator by alternately striking names. The party requesting the arbitration will strike the first name. The individual whose name remains shall be the arbitrator.

The parties agree that, in case where the Union is pursuing a grievance to arbitration regarding the Employer's discharge of an employee from employment, it is in the mutual interest of all parties that an arbitrator hears the matter as expeditiously as possible. Accordingly, and based on availability for all parties, the Union and the Employer may mutually agree that, should the arbitrator accept the assignment, but advise that he or she is unable to hear the discharge grievance within 90 (ninety) days (including weekends and holidays) of his or her agreement to act as the arbitrator, the parties may mutually agree that, within five (5) days of such notification, they will select an alternate arbitrator.

The fees and expenses of the arbitrator will be borne equally by the parties. Each party shall bear the expense of the presentation of its own case.

The arbitrator's authority will be limited to interpreting the provisions of this Agreement and the arbitrator has no authority to add to, subtract from, or change the Agreement in any way but shall determine only whether or not there has been violation of this Agreement in the respect alleged in the Grievance. The arbitrator's decision will be final and binding upon all parties concerned. Should the parties mutually agree, the Arbitrator may be asked to issue his/her decision upon the completion of the evidentiary hearing, without closing briefs.

Either the Employer or the Union may call any employee as a witness, and the Employer agrees to release said witness from work if he or she is on duty subject to patient care and operational needs. If the Employer calls an employee witness, the Employer will reimburse the employee for time lost. If called by Union, the Union will reimburse the employee for time lost.

Past practice of the parties in interpreting or applying terms of this Agreement may be relevant evidence, but shall not be used so as to justify, or result in, what is in effect a modification (whether by addition or subtraction) of the written terms of this Agreement. No decision rendered by the arbitrator shall be retroactive beyond the beginning of the ten (10) day period specified in Step 1 of the Grievance Procedure set forth in Article 8, except, in cases where the arbitrator determines that the employee could not have known of the occurrence of the Grievance, in which case the arbitrator's decision may be retroactive to the time of the occurrence. The arbitrator shall have no power to render an award on any grievance occurring before the effective date of this Agreement, or filed after the termination date of this Agreement, unless otherwise agreed to by the parties.

If the discharge or discipline of an employee results from conduct relating to a patient or prospective patient and the patient or prospective patient does not appear at the arbitration hearing, the arbitrator shall not consider the failure of the patient or prospective patient to appear as prejudicial or as an adverse inference.

If the arbitrator finds that the Employer has discharged an Employee without cause and orders reinstatement with back pay, the following shall be credited against any back pay award:

All earnings received by the employee in lieu of what the employee would have received as back pay.

The amount of any unemployment compensation received by the employee shall be credited against the back pay award.

The employee shall provide such evidence regarding the aforementioned items as is required by the Employer.

Except for issues of grievability or of procedural arbitrability, the arbitrator may hear and determine only one grievance at a time unless the parties expressly agree otherwise.

ARTICLE 10 - PERSONNEL FILES

Documents summarizing acts of an adverse nature and/or disciplinary actions and those acts that have not occurred within two years and that do not directly impact patient care, safety, or violate the Employer's harassment policy, may be removed from a personnel file upon written request by the employee. The employee using grievance procedure can grieve any request that the employer denies.

ARTICLE 11 - JOINT LABOR MANAGEMENT COMMITTEE

Representatives from either the Union or the Employer may request to meet up to twice each calendar year in order to confer on issues of mutual interest and concern, including but not limited to, matters of work safety, Administrative Time or other work-related concerns. Nothing

in this Article effects, modifies or curbs the Employer's rights, as set forth in this Agreement, including but not limited to, Article 5-Management Rights. Additionally, nothing in this Article permits either party to change the terms of this Agreement unilaterally, or propose different terms than those set forth in this Agreement. The party requesting the Joint Labor Management Committee ("JLMC") meeting shall provide a written agenda of the matter(s) to be discussed at the JLMC meeting to the other party at least 10 calendar days before each scheduled JLMC meeting. If the party receiving a request for the JLMC meeting seeks to discuss additional or different matters at the same meeting, that party shall have five (5) calendar days, prior to the JLMC meeting, to provide its agenda to the other party.

ARTICLE 12 - BULLETIN BOARDS

The Employer shall provide employees with a designated area(s) to post notices and other material on a bulletin board at locations accessible to bargaining unit members. No material derogatory to the Employer or Union shall be placed on the bulletin board.

ARTICLE 13 - SALARIES, CONTINUING EDUCATION AND LICENSURE FEES

Section 1. Salaries

As set forth in this Agreement, the term "Full-Time" refers to employees covered by this Agreement who are regularly scheduled to work a minimum schedule of 32 hours per workweek. "Part-Time" refers to employees covered by this Agreement who are regularly scheduled to work at least four (4) hours per workweek and no more than 31.9 hours per workweek.

The calculation of total base annual salaries of Full-Time employees shall be based on a regularly scheduled workweek of 40 hours (2080 of hours of work per calendar year). The salaries of Full-Time employees who are regularly scheduled to work less than 40 hours per workweek shall be compensated on a pro-rated basis (e.g., an employee who is regularly scheduled to work 32 hours per workweek shall be paid 80% of annual salary for the Full-Time position). Part-Time employees shall be paid on an hourly basis, and the calculation of the hourly rate of pay shall be based on annual salary for the position, divided by 2080 hours.

All qualified employees covered by this Agreement shall receive wage increases retroactive to March 1, 2022, as follows: (a) salaried and hourly Nurse Practitioners and Physician Assistants who were employed by T.H.E. as of March 1, 2022, shall receive an across-the-board wage increase of 7% to their rates of pay; (b) salaried and hourly Physicians and Dentists who were employed by T.H.E. as of March 1, 2022, shall receive an across-the-board wage increase of 5% to their rates of pay. The retroactive payments and increase in wages shall be paid no later than the end of the second pay period following the ratification of this Agreement.

On March 1, 2023, all qualified employees covered by this Agreement, whose employment for T.H.E. commenced no later than July 1, 2022, shall receive a cost -of-living increase of 5%.

On March 1, 2024, all qualified employees covered by this Agreement, whose employment for T.H.E. commenced no later than July 1, 2023, shall receive a cost -of-living increase of 5%.

On March 1, 2025, all qualified employees covered by this Agreement, whose employment for T.H.E. commenced no later than July 1, 2024, shall receive a cost -of-living increase of 5%.

On March 1, 2026, all qualified employees covered by this Agreement, whose employment for T.H.E. commenced no later than July 1, 2025, shall receive a cost -of-living increase of 5%.

On March 1, 2027, all qualified employees covered by this Agreement, whose employment for T.H.E. commenced no later than July 1, 2026, shall receive a cost -of-living increase of 5%.

During the term of this Agreement, there will be no downward adjustments to wages or increases set forth in this Agreement unless the Union requests effects bargaining over a planned reduction in workforce or hours, and the parties mutually agree to downward adjustments to avoid or minimize a workforce reductions or reductions in hours.

During the term of this Agreement, the Employer shall not hire any employee (“new hire”) covered by this Agreement at a higher rate of pay than that being paid to an existing employee of T.H.E. who has the same years of experience as the new hire in the applicable “Practice Area”. For purposes of this Agreement, “*Practice Area*” means the following, separate areas of practice:

- Physician-Pediatrics
- Physician-Family Medicine
- Physician- Women’s Health (OBGYN)
- Dentistry
- Physician Assistants and Nurse Practitioners

The parties acknowledge and agree that, during the term of this Agreement, market conditions may require the Employer to hire an employee (“new-hire”) covered by this Agreement at an annual salary or hourly rate of pay that is higher than that being paid to a comparable current employee (comparable in years of experience and Practice Area). Should such situation arise, no later than 30 days from the hiring of the comparable new-hire, the Employer shall increase the salary or hourly wage of the comparable current employee to a higher rate than that being paid to the comparable new-hire.

The Employer shall notify the Union of the full name, title, classification, years of prior experience, rate of pay and contact information for the new-hire no later than 30 days following the date of hire of the new-hire. Additionally, the Employer shall notify the Union of any upward wage adjustments made for current employees within 30 days of the upward wage adjustment being made.

Based on a full-time schedule of 40-plus hours of work per workweek, the parties agree that the following salary ranges apply during the term of this Agreement (“*YOE*” means years of experience”):

Physician-Pediatrics: 0-15+ YOE	\$190,000-270,000 annually
Physician-Family Medicine: 0-15+YOE	\$220,000-290,000 annually.
Physician-Women's Health: 0-15+YOE	\$250,000-335,000 annually.
Dentists: 0-15+YOE	\$135,000-230,000 annually.

Physician Assistants and Nurse Practitioners: 0-15+YOE \$110,000-\$160,000 annually.

Part-Time and Hourly employees' hourly rate of pay shall be calculated based on 2080 hours per year, divided by the annual salary for the position.

Section 2. Continuing Education

All Full-Time providers (regularly scheduled to work at least 32 hours per workweek) and who have completed 52 active workweeks of employment with the Employer are entitled to receive 40 hours per calendar year of paid leave to attend approved CE or CME activities. All such activities and time off must be pre-approved by the eligible employee's management, at least 30 days prior to taking time off to attend CE or CME activity. Requests made with less than 30 days' notice may be denied, based on scheduling and patient needs. On any day that the eligible employee uses paid leave for CE or CME activity, such eligible provider shall schedule himself or herself off for his or her entire shift, and all paid hours for that shift shall count toward the Continuing Education Leave entitlement of 40 hours. Travel to and from CE or CME will be included in the 40 hours when requested in advance.

The Employer shall respond to all CE or CME requests within fourteen (14) calendar days of the request being received by the Medical Director.

All eligible Physician Assistants and Nurse Practitioners shall be reimbursed up to \$1,500 for travel and expenses for pre-approved CE and CME activities. All eligible Physicians and Dentists shall be reimbursed up to \$2,000 for travel and expenses for approved CE or CME activities.

The Employer shall reimburse full-time (regularly scheduled to work 32 hours per workweek or more) eligible providers who submit receipts and supporting documentation within 90 days of incurring expenses for pre-approved CE or CME activities. The Employer shall reimburse the eligible providers within 60-calendar days from receipt of all required receipts and supporting documentation.

Section 3. Licensure Fees:

The Employer shall reimburse full-time (regularly scheduled to work 32 hours per workweek or more) and part-time employees (regularly scheduled to work at least 24 hours per workweek) for licensing and D.E.A. fees.

The Employer shall reimburse full-time and part-time employees who submit receipts and supporting documentation within ninety (90) calendar days of incurring expenses. The Employer shall reimburse the employees within sixty (60) calendar days from submission of all required receipts and supporting documentation.

Section 4. Weekend Scheduling and Wage Differential

Any full-time salaried exempt employee (regularly scheduled to work at least 32 hours per workweek) who works on a Saturday shall be paid for each hour of work in an amount that is equal 1.5 times the employee's equivalent hourly rate of pay, which is calculated based on the employee's annual salary divided by the employee's regularly scheduled hours per calendar year. Part-time and/or hourly employees who work on Saturdays shall be paid their regular hourly rate of pay. In no event will a part-time or hourly employee be assigned to work on a Saturday if such assignment would result in hours of work in excess of 40 hours in a workweek, unless approved by the Medical Director in advance. In the event that a part-time or hourly employee is approved to work on a Saturday that would result in the employee working in excess of 40 hours in a workweek, the part-time or hourly employee shall be paid at rate of 1.5 times the employee's hourly rate of pay for all work in excess of 40 hours in the workweek.

In scheduling a full-time employee to work on a Saturday shift, the Employer shall first seek qualified employee volunteers to work the Saturday shift. If there are no volunteers to work the Saturday shift, the Employer may utilize and assign the Saturday shift to a qualified, non-bargaining unit per diem providers. If there is no qualified per diem providers available to work the Saturday shift, the Employer shall use a rotational assignment and schedule a qualified bargaining unit employee to work the Saturday shift. The rotation assignment list shall begin using the employee within his/her/their practice area with the least bargaining unit seniority, and the rotation assignment will continue down the list based on reverse bargaining unit seniority. Upon completion of the rotation assignment list for each practice area, the rotation commences at the top of the list, in reverse seniority.

In no event shall any full-time employee who is actively employed by T.H.E. as of May 20, 2022, be required to work more frequently than every fifth Saturday following the Saturday that the employee previously worked. If an employee volunteers to and works on a given Saturday schedule, the employee will not be prevented from volunteering to work more frequently than every fifth Saturday if the employee chooses to do so.

The parties expressly agree that full-time, part-time and hourly employees who are hired by T.H.E. after May 20, 2022, may be required to work more frequently than every fifth Saturday, based on T.H.E.'s operational needs.

ARTICLE 14 - GROUP BENEFIT PLANS

On the first day of the month following 30 full calendar days of employment, all regular full-time employees (32 or more hours per workweek) are eligible to participate in the Employer's group medical, dental, vision, and flexible spending benefit plans, and are also eligible to participate in the Employer's life and long-term disability insurance plans.

During the term of this Agreement, should the Employer seek to offer additional plans not listed in this Article, the Employer agrees to give notice to the Union and a reasonable opportunity to bargain over such additional plan benefits prior to implementation. The Union agrees that the

Employer may implement additional group benefits if after receiving reasonable notice, the Union does not request bargaining over the implementation of such benefits.

During the term of this Agreement, the Union recognizes that the costs or types of group plans provided for herein are subject to change, based on costs, plan changes, and other factors. Accordingly, during the term of this Agreement, the Employer agrees that, prior to implementing changes in any of the health plans offered to employees under this Agreement, the Employer shall provide the Union with the proposed changes, and the Union will be given an opportunity to make counter proposals and otherwise bargain over any proposed changes in health plans offered, as well as proposals for employees who decline to enroll in coverage because the employee has healthcare insurance coverage from another source (such as a spouse or registered domestic partner).

The Union further agrees, however, that the Employer has the right to implement its last best and final proposals with regard to changes in health plan benefits, or any changes regarding employees who do not elect coverage through the Employer, without obtaining agreement with the Union.

During the term of this Agreement, should the Employer seek to implement 403(b) matching contributions to those made by employees covered by this Agreement, its authorized representative shall notify the Union of such determination, and the Union agrees that the Employer may initiate and implement Employer-sponsored 403(b) matching contributions.

ARTICLE 15 - PAID TIME OFF AND PAID SICK LEAVE PURSUANT TO CALIFORNIA LAW AND CITY OF LOS ANGELES ORDINANCE

Section 1. Paid Time Off

The Employer will provide Paid Time Off (PTO) for Full-Time Employees- (32 hours of work per workweek) which can be used for all absences, including illnesses, routine medical/dental appointments, family illnesses, protected leaves of absence, any reason that qualifies as Paid Sick Leave pursuant to the laws of the State of California or the City of Los Angeles (as set forth under the Paid Sick Leave provisions of this Article), approved vacation time or for other reasons of personal necessity. Only regular, full-time employees are eligible to accrue PTO, which begins to accrue on the employee's hire date. Part-time employees are not eligible for PTO benefits.

Full-time employees shall accrue annual PTO as follows:

0-36 months of active employment: 6.66 hours per pay period (20 days or 160 hours annually);

37-48 months of active employment: 8.33 hours per pay period (25 days or 200 hours annually);

49 through 60 months of active employment: 8.66 hours per pay period (26 days or 208 hours annually);

61 through 72 months of active employment: 9.33 hours per pay period (28 days 224 hours annually);

73 months or more of active employment: 10.00 hours per pay period (30 days or 240 hours annually).

Employees do not accrue PTO when they are on a leave of absence or on PTO. All PTO is accrued based on active hours worked. Paid Holidays count as active employment for purposes of calculating PTO, but Holiday (non-work) hours do not count toward the calculation of “hours worked” for the purposes of calculating overtime (for non-exempt, hourly employees). PTO hours taken also do not count as “hours worked” for the purposes of calculating overtime (for non-exempt, hourly employees).

Salaried exempt employees who take three (3) or more hours off their scheduled work-shift for any reason that is not work-related (e.g., attending to personal matters unrelated to their job or duties for T.H.E.) shall be paid for their full workday, using a combination of salary and accrued and unused PTO. For example, if the salaried exempt employee is scheduled to work eight (8) hours and works seven (7) hours, the employee will be paid his/her/their full salary without using any accrued and unused PTO; if the employee who is scheduled to work eight (8) hours works less than five (5) or fewer hours in the workday in order to attend to personal matters unrelated to their work for T.H.E., the employee shall be paid his/her/their full salary using a combination of paid work time and accrued and unused PTO.

PTO taken for a reason that is covered by the Paid Sick laws of the State of California and/or the City of Los Angeles may not be taken in less than two-hour increments.

Employees who are absent for any reason covered by California or City of Los Angeles Paid Sick Leave laws will use accrued PTO, unless they expressly advise T.H.E. that they elect to have their covered absences unpaid. Female employees who are absent due to Pregnancy Disability Leave (“PDL”) may elect to use PTO for PDL but are not required to do so. Additionally, the Employer shall coordinate PTO pay with any state sponsored benefits such as Paid Family Leave or State Disability Income.

If an employee does not use all of her/his earned and accrued PTO, such employee shall continue to accrue PTO at the accrual rates set forth in this Article until each such employee reaches a maximum cap equal to 1.5 times his or her annual accrual rate. Once an employee has reached his or her cap on his/her maximum accrual, the employee will cease accruing any further PTO until the employee’s PTO balance falls below the maximum accrual level. All accrued PTO (including PTO carried over from prior years) will be counted in the calculation of determining whether the employee has reached his or her PTO accrual cap.

Employees must submit any requests for PTO in advance and in writing to their supervisor, absent exceptions noted below. For vacation or other time off that is foreseeable, each employee should request PTO no later than thirty (30) calendar days in advance. Time off for illness, injury, family illness, military leave or military family leave, death or other unforeseen events constituting protected leave under federal, state or local laws should be requested as soon as

feasible. Requests for PTO, other than for protected leaves, shall be granted or denied based on business needs and staffing.

Upon termination of employment, all accrued and unused PTO shall be paid out to the terminating employee as wages, subject to required withholdings.

Section 2. Paid Sick Leave for Non-Full Time Employees

Paid Sick Leave shall be provided to all employees who are *not* eligible for PTO benefits (e.g., any employee who is not a regular-full-time employee), as required under California State law and the City of Los Angeles ordinance.

Eligibility - The Employer shall provide paid sick leave benefits to all non-full-time employees who are not eligible for PTO, and who have worked for the Employer in California for at least 30 days within a year (referred to as “Covered employees”).

Accrual - Beginning on their first day of employment, Covered Employees accrue 1 hour of paid sick time for every 30 hours worked, including any overtime hours worked. “Hours worked” does not include holidays or any other non-workdays. Covered Employees do not earn paid sick leave benefits during any period of unpaid time off. Unused sick leave benefits carry over from Year to year up, to a maximum of 72 hours of paid sick time.

Usage - New hires may use their accrued paid sick leave beginning on their 90th day of employment. Covered Employees who have already worked for the Employer for 90 days or more may use their accrued paid sick leave any time after accrual so long as they have accrued enough paid sick leave time to use for one of the stated purposes below. Covered employees may use up to a maximum of 48 hours of accrued sick leave per calendar year. Paid Sick Leave taken for a reason that is covered by the Paid Sick laws of the State of California and/or the City of Los Angeles may not be taken in less than two-hour increments.

Permissible Uses - Covered employees may use their accrued paid sick leave benefits to due to their own illness or injury or preventive care, or to attend to the illness, diagnosis, care, or treatment of an existing health condition, or for the preventive care a child, parent, spouse, registered domestic partner, grandparent, grandchild, sibling, or for any individual related by blood or affinity whose close association with the Covered Employee is the equivalent of a family relationship.

Covered Employees who are victims of domestic violence, stalking, or sexual assault may also use their accrued paid sick leave benefits to seek related aid, treatment, or assistance.

Definitions- The following definitions apply for purposes of Paid Sick Leave Permissible Uses:

- “Child” means a biological, foster or adopted child, a stepchild, a legal ward, or a child to whom the employee stands in loco parentis.
- “Parent” means a biological, foster, or adoptive parent, a stepparent, a legal guardian of the employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

- “Spouse” means a legal spouse, as defined by law, which includes a registered domestic partner.

Request for Leave — Any Covered Employee who foresees the need to use accrued paid sick leave and miss work must provide reasonable advance written or verbal notice to his or her supervisor, so that alternative arrangements can be made. If the need for sick leave is unforeseeable, the Covered Employee must notify his or her supervisor, or other management representative, as soon as practicable.

A Covered Employee’s failure to contact either the supervisor, or in the case of the absence of the supervisor, another management representative of the Employer, may result in discipline. Fraudulent use of paid sick leave or failure to properly report paid sick leave may subject the employee to disciplinary action.

Pay for hours of used sick leave will not be counted as hours worked for calculating overtime pay for any hourly, non-exempt employees. Accrued but unused paid sick leave is not paid out at termination of employment.

ARTICLE 16 - BEREAVEMENT LEAVE

If a death occurs in the immediate family of the employee, he/she may take up to (5) five days leave to make funeral arrangements, attend funeral services, and settle other matters related to death the funeral. Employees requiring Bereavement Leave are entitled to use their accrued and unused PTO.

Bereavement leave will be extended if necessary at management's discretion, which shall not be unreasonably withheld. The extension can be taken from accrued PTO at the employee's discretion.

Immediate family is defined as spouse, sister, brother, daughter, son mother, father, step-mother and step-father, stepchildren, domestic partner (including same sex or opposite sex partners), mother-in-law, father-in-law, legal guardian, legal ward, grandmother and grandfather. For the purpose of this article, the definition of "immediate family" for domestic partners shall be considered to be the same as for married employees.

ARTICLE 17 - HOLIDAYS

Section 1. Holidays Observed

The following days shall be observed as paid holidays:

- | | |
|----------------------------|------------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr. Day | Thanksgiving Day |
| Presidents' Day | Day after Thanksgiving |
| Memorial Day | Christmas Eve Day |
| Fourth of July | Christmas Day |
| | News Year's Eve Day |

Section 2. Holiday Premiums

On occasion, hourly employees covered by this Agreement shall be required to work on Holidays designated under this Agreement. Under such circumstances, each such employee shall be paid at a rate of one and one-half times his or her hourly rate of pay for all hours worked on the Holiday.

Section 3. Eligibility

An employee, in order to be eligible for the holiday pay set forth in this Article, must have earnings in the payroll week of the holiday, and must have worked both his or her last scheduled shift prior to and following such holiday, unless an absence from one or both of such shifts is because of personal illness, death in the family and/or was authorized in advance by the Employer.

ARTICLE 18 - MILEAGE REIMBURSEMENT

Employees who are required to drive their own vehicle on business will be required to show proof of a valid driver's license and current auto insurance coverage.

An employee, who travels from one of the Employer's work locations to another during the work day to attend a required meeting, or on another work assignment, will be reimbursed for mileage at the current IRS rate.

Employees who use personal vehicles for travel on approved business for the Employer shall be reimbursed for mileage at the current IRS rate.

ARTICLE 19 - LAYOFFS AND REDUCTION OF HOURS

In the event that the Employer is required to reduce hours or lay off employees covered by this Agreement, the parties agree the Employer shall consider the status of the employee (full-time vs. part-time), seniority, skills and performance prior to implementation, within each classification impacted.

Prior to implementation, the Employer shall provide notice and an opportunity to the Union to bargain over the effects of the reductions to be made.

ARTICLE 20 - SEVERABILITY

Should any provision of this Collective Bargaining Agreement be declared illegal or invalid by decision of a Court of Law or any administrative agency, or be in contradiction to State or Federal Law, all other provisions of this Agreement shall nevertheless remain valid, subsisting, and in full force and effect.

ARTICLE 21 - SUCCESSORSHIP

The parties agree that in the event that the ownership or management of the facility(s) covered by

this Agreement is (are) changed by sale, merger, name change or in any other manner, this Agreement shall be included as condition of such change or transfer and shall run to its conclusion as the contract of the successor employer. Additionally, the employer agrees to bind the successor employer to hire all bargaining unit employees at the time of transfer.

ARTICLE 22 - DURATION OF AGREEMENT

Section 1. Duration of Agreement

This Agreement is in full force and effect from March 1, 2022, through 12:01 A.M of March 1, 2027 (“termination date”), subject to written notice by either party to the other ninety (90) days prior to the termination date, of a desire to amend, modify or terminate this Agreement. In the event no such notice is given, this Agreement shall be deemed to be renewed from year to year thereafter, subject, however, to ninety (90) days’ written notice by either party to the other prior to each anniversary date of a desire to amend, modify or terminate this Agreement.

THIS AGREEMENT has been executed on this 30th day of June 2022.

FOR THE UNION:

Union of American
Physicians and Dentists-UAPD

Glynnis Golden Ortiz
Chief Negotiator

Ramin Azhir, M.D.

Alex Lee, D.D.S.

Tina Brenner, P.A.

FOR THE EMPLOYER:

T.H.E. Clinic, Inc. *dba*
To Help Everyone Health and
Wellness Centers

Clifford Shiepe
Chief Executive Officer

Lilia Marin, Chief Human Resources
Officer

Derrick Butler, M.D.,
Chief Medical Officer