

# 2017-2019

## Collective Bargaining Agreement between La Clínica and SEIU 1021

Effective From

October 2, 2017-August 30, 2019





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## **Collective Bargaining Agreement for La Clínica and SEIU1021**

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THIS AGREEMENT is by and between La Clínica De La Raza Inc., hereinafter called the Employer and Service Employees International Union, Local 1021, hereinafter called the Union.

### **I. Preamble**

1. This Agreement is for the purpose of establishing harmonious relationships between the parties. Except as herein clearly and explicitly limited, the right and authority of the Employer to manage the Agency operations and affairs in all particulars shall be retained by the Employer as has been performed prior to the execution of this Agreement.

### **II. Union Recognition**

2. The Employer recognizes the Union as the exclusive bargaining agent for all regular, full-time and regular part-time professional and non-professional employees employed by the Employer, as set forth by the NLRB in certification #32-RC-2058, dated 2/1/85, and the NLRB in certification # 20-RC-190542, dated 2/14/17 excluding managerial employees, confidential employees, substitute employees, guards, and supervisors as defined in the Act. In addition, the Employer recognizes the Union as the exclusive bargaining agent for all regular full-time and regular part-time professional and non-professional employees employed at its Pittsburg, California facilities by the Employer, excluding managerial employees, confidential employees, physicians, dentists nurse practitioners, physician assistants, substitute employees, guards and supervisors as defined by the Act. Should the Union submit interest cards for a majority of physicians, dentists, and mid-levels employed at the Pittsburg, California facilities to the State Conciliation Service or other neutral body, the Employer shall immediately extend recognition to the Union for these classifications.
3. This Agreement shall apply to any other classification(s) which may be established during the term of the Agreement which may perform duties not excluded above. In the event that the parties are unable to agree that the classification(s) are so covered, the matter shall be resolved through the grievance procedure provided herein. If new classifications are established within the work performed by classifications covered by this Agreement, the rate of pay shall be negotiated by the parties.

### **III. Union Membership. Dues Check-Off and Notification**

4. It shall be a condition of employment that all present employees covered by this Agreement shall become and remain members of the Union in good standing within 30 days of execution of this Agreement. Future employees covered by this Agreement shall become and remain members of the Union in good standing within 30 days of the date of hire.
5. Members of the Union in good standing shall be defined as employed members of the Union who tender periodic dues and initiation fees as uniformly required by the Union as a condition of acquiring or maintaining membership.
6. Upon written notice to the Employer from the Union, and upon examination of documentary proof that an employee has failed to comply with this Section, the Employer shall provide the

employee with 30 days written notice and terminate the employment of such employee if the employee has failed to comply with this Section at the expiration of the 30-day period.

7. The Employer shall deduct the amount of Union dues and initiation fees specified by the Union from the wages of all employees who have voluntarily provided the Employer with a written assignment authorizing such deductions. The Employer will promptly remit to the Union the monies deducted pursuant to such assignments with a list of the names of the employees for whom deductions were made.
8. **Religious Exemption.** Notwithstanding the above, any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body or sect, and holds conscientious objections to joining or financially supporting labor organizations, shall not be required to join or financially support this Union as a condition of employment. Such employee is, however, required to pay sums equal to the Union's periodic dues and initiation fees to one of the non-labor, non-religious charitable funds exempt from taxation under Section 501(c)(3) of Title 36 of the Internal Revenue Code listed below, and submit proof of such payment to the Union upon request.
  - (i) Salvation Army
  - (ii) Foodbank of Alameda/Contra Costa/Solano County
  - (iii) Boys and Girls of America
9. **COPE Check-Off.** The Employer shall include a COPE check-off application with its regular new employee packet. The Employer agrees to deduct and transmit to the Treasurer of Local 1021 Political Action Committee the amount specified from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by the Local 1021 Political Action Committee. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions were made. Any employee who authorizes such deductions and subsequently wishes to change the amount of the deduction or revoke the authorization may do so by notifying the payroll department.
10. The Employer may retain from monies deducted for Union dues and/or COPE contributions a one time set-up charge of \$1.00 for each addition to, or deletion from payroll deduction. The Employer will provide to the Union on a quarterly basis a list of all bargaining unit employees with dates of hire and rates of pay. The Employer shall provide to the Union and the Chapter President or Vice President on a monthly basis notification of new hires and terminations with address and classifications.

#### **IV. No Discrimination**

11. The Employer and the Union agree not to discriminate against any employee or applicant for employment because of ethnicity, race, color, religion, creed, national origin, age (over 40), sex (including pregnancy, childbirth, and related medical condition), sexual orientation, physical or mental disability, medical condition, veteran status, Union activity or political affiliation or any other consideration made unlawful by federal, state, or local laws.

## V. Union Business

12. Union Access. 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.
13. Stewards. For the purpose of representation, the Union shall be entitled to one (1) steward for each service unit (herein after described as: Optometry/Dental, the Alta Vista Site, Mental Health, Community Health Services, Administration/Billing, Pediatrics, the Pittsburg office) and two (2) stewards for Medical and the San Antonio Satellite Site. The Chapter President and Vice President shall also be recognized as stewards. The Employer has no obligation to recognize a steward unless the Union has notified the Employer in writing of such a steward.
14. A steward may assist an employee in the presentation of a grievance if the employee so requests. If the onsite steward is not available, any steward may assist an employee in the presentation of a grievance regardless of the site. Stewards shall be allowed to process and investigate grievances on work time, provided however that prior notification has been given to the Steward's Supervisor in charge. If the Steward's Supervisor determines that interruption of patient care or work flow will result, the Steward's Supervisor may make arrangements for the contacts to take place at another location or time the same day or the next day. Except in the case of a grievance involving more than one service unit, the investigation and processing of grievances on paid time shall be limited to one steward per grievance. The parties agree that designation of a steward does not relieve an employee from conforming with all rules of conduct and standards of performance established by law, regulation, La Clínica policy or this Agreement. The parties recognize that the steward's role in contract administration, as provided under the law, labor relations practice, and this Agreement shall not be abridged.
15. Bulletin Boards. The Employer shall furnish a Union bulletin board, or space on existing bulletin boards at each work location. 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 La Clínica 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.
16. Meetings. The Union shall have access to rooms at the various work locations for meetings during non-working hours provided that such rooms are available and without cost to the Employer. Scheduling arrangements, including lockup responsibility, shall be made in advance with the designated Employer representative.

## VI. Employment Status

17. Regular Full-Time Employees. An employee hired on or before February 17, 1999, who is regularly scheduled to work 37.5 hours per week or 100% FTE (full-time equivalent) is considered a full-time employee. An employee hired on or after February 18, 1999 who is regularly scheduled to work 40 hours per week (100% FTE) or an employee who on February 17, 1999 was scheduled to work 40 hours per week (100% FTE) is considered a full-time employee. These

employees are eligible to participate fully in La Clínica's fringe benefit program. Staff who continue to work a 37.5 hour work week shall accrue benefits based on actual hours worked. Full-time employees may be re-deployed on a temporary basis in same position to another employer location within the same county the employee is regularly assigned as required by operational and patient care needs. Management will first re-deploy volunteers. Involuntary re-deployment shall be based on rotating basis determined by the department manager.

18. **Regular Part-Time Employment.** This category of employment includes part-time personnel hired during periods or in positions when it is not feasible or necessary to hire full-time employees. These employees are paid the basic hourly rate of equivalent full-time positions and are regularly scheduled to work less than 100% FTE. Part-time employees may substitute on a temporary basis in other positions in any employer location within the same county employee is regularly assigned as required by operational and patient care needs. Management will first re-deploy volunteers. Involuntary re-deployment shall be based on rotating basis determined by the department manager.
19. If schedules permit, part-time employees will be offered increased hours prior to the filling of positions with probationary or temporary employees provided they meet the minimum qualifications for the position.
20. These employees are eligible for fringe benefits and leaves (vacation, sick, bereavement, holidays, educational); accrual rates prorated in proportion to the regularly established hours worked per week, provided that such employee(s) is assigned to and works a regular 50% FTE position with at least 20 hours per week. Employees assigned to less than a 50% FTE shall be eligible for sick leave only, which shall be prorated to the amount of hours worked each week.
21. **Temporary Employees.** Temporary employees are defined as those who work on a temporary basis when qualified part-time employees are not available. Temporary employees may be hired as substitutes for regular employees who are on vacation, sick leave, or leave of absence; to fill a temporary need during periods of increased work; or to fill positions of an anticipated short duration. Employees in this category shall not be subject to the provisions of this Agreement. If work in the same temporary position or function continues over a period of 180 calendar days and the temporary worker(s) filling the position is not primarily replacing a regular employee who is on leave the position shall be considered a new position and shall be filled in accordance with Section X - HIRING. If a temporary employee is ultimately hired into this position as a regular employee, their regular status, benefits eligibility and salary shall be determined in accordance with paragraph 50 of this Agreement. A temporary incumbent may be considered along with other applicants for this position.
- 21.1 The parties recognize the need to staff one-time projects with temporary employees. Likewise, employees are required to assume additional duties to cover absences or in response to other business needs. To avoid the issue of temporary employees filling positions on a long-term basis and employees working in higher classifications without being re-classified, La Clínica agrees to provide notice to the Union that the outset of projects postings requiring such staffing and to notify the Union on a timely basis if the time for completing a project will exceed the initial estimate. At that point, the parties can discuss appropriate personnel actions (i.e., extension of the assignment/temporary status, conversion to regular status/reclassification).

- 21.2 La Clínica will provide a quarterly report to the Union President with a list that contains the names of all new temporary employees and their date of hire to the temporary position.
22. To fill job vacancies on an emergency basis, the Employer may make a temporary appointment of 180 continuous calendar days.
23. Multiple Positions. A regular employee working two (2) regular part-time regular positions totaling 40 hours per week in accordance with paragraph 17 above will be considered a regular full-time employee. If the total hours regularly worked are less than 40 hours, the employee will be considered a regular part-time employee.
24. Work Out of Class. Employees assigned in writing to perform the duties of more than one classification shall be paid at the hourly rate as set forth in Appendix I for the time worked in each classification (rounded to the nearest hour) pursuant to paragraphs 25 and 26 below:
25. Regular assignments shall be compensated according to the assigned percentage of time.
26. Temporary assignments in a higher classification of a total of twenty (20) hours or more in any two (2) consecutive week period shall be compensated at the rate of the higher classification only for hours worked in the higher classification. Assignments of less than two (2) hours shall not count toward this total. Such less than two (2) hour assignments shall not be made intentionally to avoid payment as provided above.
27. An employee who is required to perform the full range of duties of a higher classification for 100% time for more than 180 days (and is not replacing an employee on authorized leave) may be reclassified to the higher classification. Except as may be agreed pursuant to paragraph 16, this does not waive the license/degree/certificate requirement, where applicable. In the event there is disagreement about reclassification, the matter may be submitted to the grievance procedure at Step 5.
28. Permanent program changes, as required by the Employer, which necessitate additional higher grade positions, shall be subject to the hiring procedure, and may be initiated by the Employer at any time without regard to the time frames set forth above in paragraph 27.
29. Except as provided for in Article XI, no employee in a higher classification shall suffer a reduction in salary for work performed in a lower classification as a result of these provisions.
30. Change from Temporary/Contract/Sub-Contract to Regular. When a temporary or contract/subcontract position is changed to regular, the position is considered a new position and shall be treated consistently with the policies governing new positions or vacancies. The incumbent of the position may be considered along with other applicants for the regular position. If the incumbent is awarded the position, seniority and leave accrual will be in accordance with the provisions of Section XI, paragraph 50 Seniority.



**VII. Probation**

31. **Initial Probation.** All newly hired employees shall be on probation during their first six (6) months of employment for exempt employees and three (3) months of employment for non-exempt employees. During such time there shall be no access to the grievance procedure for discipline, discharge or work assignment. Upon successful completion of the probationary period the employee will be a regular employee with full benefits and rights provided for in this Agreement. During probation an employee accrues paid sick leave but is not eligible to begin accruing vacation until completion of probation. Upon completion of probation, vacation accrues on an accelerated basis as set forth in
32. Employees dismissed during or at the end of the initial probationary period may apply for another position announced through the posting procedure, however, if rehired, the employee must complete a new probationary period to attain regular status. The Agency, however, is not obligated to consider the employee's application for another position.
33. In limited cases, where there is insufficient information to make a final determination on granting or denying regular status, probation may be extended by mutual agreement of the Union, the employee, and the Employer for a period of up to three (3) additional months. The terms of a probationary period that has been extended will be subject to the terms and conditions of the agreement regarding extended probationary periods agreed to by the Union and the Employer.
34. **Probation for Promotion.** . Employees who are promoted shall serve a trial period, not to exceed three (3) months. Employees who do not successfully complete the trial period shall be eligible to return to the classification from which s/he was promoted, if a position is available, or if unavailable, to the next vacant comparable position. Employees serving a promotional trial period shall be eligible to use all paid leave benefits.
35. In limited cases where there is insufficient information to make a final determination on granting or denying regular promotive status, this trial period may be extended for a period of up to three (3) months upon mutual agreement by the Union, the employee, and the Employer.
36. In cases where a promotive employment is preceded by an "out of class" assignment as provided in Article VI., this trial period shall have commenced on the first date of that assignment.

**VIII. Performance Appraisals and Personnel Files**

37. **Performance Appraisals.** The Employer agrees that probationary employees shall be evaluated in writing midway through and two (2) weeks' prior to the completion of their probationary period by the employee's immediate supervisor. Regular employees shall be evaluated once yearly. The supervisor may consider the views of co-workers in the preparation of the evaluation as appropriate. All employees have the right to rebut their evaluation in writing. This is to be submitted to the employee's immediate supervisor. The rebuttal shall be given consideration before the evaluation in its final form is forwarded to the personnel file. The employee may request a meeting with appropriate management personnel to consider the rebuttal and revision of the evaluation. In lieu of revision of the evaluation, the rebuttal shall become part of the evaluation in the personnel file. While the parties agree that the procedural aspects of the

evaluation process are subject to the grievance procedure, the content of an evaluation is not subject to the grievance procedure.

- 37.1 The Employer will meet with the Union to discuss the implementation of any management proposed changes to the - evaluation procedure, which procedure shall include an employee self-evaluation and opportunity to provide input regarding the employee's supervision/management.
38. Personnel Files. The personnel files are available in paper or electronic format, which employees can access or print on demand. An employee's steward or Union representative shall be permitted one free copy of the employee's personnel file. The documents that are part of Employee's Personnel File include but are not limited to:
- job description for the position
  - job application and/or resume
  - offer of employment
  - IRS Form W-4
  - proof of receipt or signed acknowledgment of employee handbook or other company policies
  - proof of receipt of expectation setting communications
  - performance evaluations
  - forms relating to employee benefits
  - forms providing next of kin and emergency contacts
  - complaints from customers and/or coworkers
  - awards or recognition for excellent performance
  - completion of training programs
  - disciplinary actions
  - notes on attendance or tardiness and
  - documents relating to the employee's departure from the company (such as reasons why the worker left or was fired, unemployment documents, insurance continuation forms, and so on).

An employee's response to any included material shall be included in the employee's personnel file.

## **IX. Discipline and Discharge**

39. Employees who have successfully completed their probationary period shall not be discharged or otherwise disciplined except for just cause. The parties subscribe to the principle of progressive discipline and in consideration thereof, it is agreed that progressive discipline shall be followed prior to the termination of any employee. Except under circumstances where the employee's conduct constitutes or creates a hazard to clients or fellow workers or constitutes gross misconduct, no employee shall be suspended, demoted or discharged unless s/he has received both oral and written warnings which includes a statement of the action required to correct the problem and allows a reasonable period of time to improve performance. If a non-probationary staff member is separated because of unsatisfactory performance of his/her work, s/he will receive two (2) weeks' notice in writing or salary in lieu of notice. The only exception to the notice/pay requirement shall be in cases of gross misconduct including, but not limited to, theft, fraud, embezzlement, intentional breach of confidentiality, gross insubordination, assault on staff

or patients, intoxication, or commission of a felony while on duty. Additionally, all discharged employees shall be paid for all accrued vacation time and comp time.

40. Notice of discharge, demotion, suspension or a letter of warning shall be served in person or by certified mail - return receipt requested, to the employee no later than the next working day of the disciplinary action, a copy of which shall be sent concurrently to the Union. The notice shall include the following information:
  - (i) Statement of the nature of the disciplinary action.
  - (ii) The effective date of the disciplinary action.
  - (iii) Statement of the cause for disciplinary action.
  - (iv) Description in ordinary and concise language of the act or omissions on which causes are based.
41. An employee shall have the right to have a Union representative or steward, if the employee so requests, present at any meeting with supervisors or management representatives which is disciplinary or investigatory in nature. Prior to any such meeting, the Employer will inform the employee involved of such right. However, failure to inform the employee of such right by the employer shall not be grievable. All disciplinary action other than probationary termination may, at the employee's option, be reviewed in accordance with the grievance procedure.
42. Appeals of Terminations. An employee or the Union wishing to appeal a termination shall file a grievance at the step of the grievance procedure corresponding to the administrative level of the manager who has terminated the employee within 10 business days from the notice of termination.

## **X. Hiring**

43. Internal Posting. All openings, including management positions as La Clínica deems appropriate, shall first be announced through the internal job posting procedure, and to all bargaining unit employees on the rehire list. Vacancy announcements shall be posted on La Clínica's website to assure that all qualified employees have access to transfer and promotional opportunities. Job announcements shall be posted for one (1) calendar week. Whenever possible, job vacancy announcements shall be announced at scheduled staff meetings within La Clínica to ensure staff awareness of position opportunities. All internal and external job posting are available at LaClinica.org.
44. Concurrent External Posting. When a position requiring a license, certification, specialized experience or specific language skills is open and there are no known employees who meet those qualifications, the supervisor of the potential applicant, along with the Human Resources department may post the job announcement externally, concurrent with internal posting.
45. Hiring Committee In filling bargaining unit positions, interviews shall be conducted by a hiring committee composed of at least three (3) members, including at least one (1) supervisor and one (1) bargaining unit employee. A majority of the hiring committee will be drawn from the department with the vacancy. Bargaining unit participation in the hiring committee is voluntary.

In the event that there is only one volunteer, the committee shall convene with the participation of that employee. In the event that there are no volunteers for the committee, hiring shall proceed under the direction of Management.

46. By mutual agreement, the Committee will endeavor to preschedule interview meetings. To the extent possible, the same Hiring Committee shall remain in effect for the positions to be interviewed. The Hiring Committee will discuss all applicants and will make recommendations to the CEO, or designee, regarding the selection of finalist(s). Seniority shall be one of the factors considered by the Hiring Committee. In cases of equal qualifications, the most senior applicant will be recommended. The parties recognize that the content of the Hiring Committee process is confidential. The ultimate decision of whom to hire rests with the CEO, or designee. The sole authority of the Hiring Committee is interviewing and making recommendations to the CEO, or designee. The Hiring Committee has no authority to make employment promises or to make promises regarding wages and/or benefits beyond those advertised.
47. Filling of Positions
  - 47.1 Promotion is defined as assumption of a higher level position in a different classification paying a higher salary. Employees shall have the right to refuse an offer of promotion. Promoted employees shall serve a trial period equal in length to the probationary period.
48. Transfer is defined as assumption of a different position requiring similar skills and paying the same salary. Transferred employees shall not be required to serve a probationary period as set forth in Section VII. Management reserves the right to initiate the transfer of a position and determine the employee, most qualified for the transfer, within the scope of the job classification, at any time. Those eligible for voluntary transfer are employees who are meeting expectations and have not received written warnings or suspension within the last 12 months. When a management initiated transfer is required, qualified employees shall first be solicited for volunteers. If there are no volunteers, the least senior qualified employee shall be transferred.
49. Demotion is defined as assumption of a lower level position paying a lower salary. Employees may voluntarily demote by applying and being selected for a lower level position announced through the internal posting procedure. Demoted employees shall not be required to serve a trial period if they have previously held regular status in the position.

## **XI. Seniority and Reduction in Force**

50. Seniority shall be defined as the period of continuous service beginning with the employee's date of hire as a regular employee. Temporary or contract employees who become regular employees in regular positions as a result of the hiring procedure shall have their seniority date set to the most recent date of employment as a temporary or contract employee in continuous service, provided that such service continues into regular service (without a break of thirty (30) calendar days or more). Authorized leave without pay or layoff status shall not constitute a break in service. Employees during such a leave or layoff shall:
  - (i) not accrue seniority or benefits during leaves or layoffs of more than fourteen (14) calendar days except that an employee shall;

- (ii) accrue seniority and receive Employer paid medical benefits during short term disability leave of thirty (30) calendar days or less; or during parental or family leaves of ninety (90) calendar days or less.
  
- 51. Seniority shall otherwise be broken for (1) Voluntary resignation or discharge for cause; (2) Layoff for a period exceeding twelve (12) consecutive months; or (3) Failure to return as scheduled from leave of absence or vacation, except in extenuating circumstances as determined by the CEO or designee.
  
- 52. Layoff. In the event of layoff(s) or reduction in hours of work, the Employer shall notify the affected employees at least thirty (30) days prior to implementing such action or pay the appropriate number of days' salary in lieu of such notice except when the Employer had less than thirty (30) days' foreknowledge of the financial necessity to layoff or reduce hours. The Employer shall provide concurrent notice to the Union in order for the Union to solicit input from affected employees and both parties shall meet within 7 business days of notice for the parties to meet to discuss the circumstances and to consider any alternatives.
  
- 53. Order of Layoff. For the purpose of layoff or reduction in force, all employees shall be considered as employed in the separate categories listed in Appendix II attached hereto.
  
- 54. When implementing layoffs, the Employer shall first layoff or reduce the hours of all temporary employees in the class series being reduced. Thereafter layoffs or reductions shall be made on the basis of inverse seniority in the affected class series.
  
- 55. When faced with a layoff, a regular employee shall be entitled to fill any vacant position in the same classification within La Clínica. However, the Employer may make an exception if the vacant position within the classification requires special skills, knowledge, abilities, and experience. Employees filling a vacant position in lieu of layoff will serve a three (3) month probationary period in the new position commencing on the date the employee fills the vacant position, unless the employee held regular status in the same classification within the last two (2) years.
  
- 56. In lieu of layoff, an employee may displace another employee out of a bargaining unit position if the employee has previously held regular status in the classification and possesses more total La Clínica seniority than the employee being displaced. If bumping into a lower position previously held, the employee rate of pay in the lower classification shall be reduced to the step that represents at least two and a half (2.5%) percent reduction. However, the Employer may make an exception, if the vacant position within the classification requires special skills, knowledge, abilities and experience. Employees displacing into bargaining unit position in lieu of layoff will serve a three (3) month probationary period in the new position commencing on the date the employee displaces into the new position, unless the employee held regular status in the same classification within the last two (2) years.
  
- 57. Recall. Laid-Off employees shall retain, for a period of twelve (12) months, rehire rights to positions in their former class series. No new employees shall be hired for any classification for which there is a rehire list.

58. Employees on layoff shall first be offered positions in the class series from which they were laid-off on the basis of seniority with the most senior laid-off employee receiving the first offer. The Employer will notify such employee by telephone call and if there is no answer, by certified mail to the employee at the employee's last known address. It is the employee's responsibility to keep the Employer apprised of his/her current address. If the employee fails to respond or return to work within seven (7) calendar days, the employee's name shall be removed from the rehire list. Any employee re-hired following layoff shall retain all credit for service from date of hire, excluding the period of layoff, and shall be entitled to accrue benefits under this Agreement upon rehire, on the basis of this seniority.
59. Laid-Off Employees/Temporary Positions. When the need for a temporary employee occurs, laid-off employees who meet the qualifications shall be offered the temporary position. Such employees must accept the offered position if it is of more than sixty (60) calendar days' duration, in order to maintain their position on the rehire list.

## **XII. Hours of Work and Overtime**

60. For employees hired on or before February 17, 1999, except those employees already working an eight hour day and forty hour week prior to February 17, 1999, the standard work day shall consist of seven and one-half (7½) hours, with one hour off for lunch. The work day shall include two paid 10 minute breaks which should be taken approximately in the middle of each continuous work period. Break time cannot be combined with lunch time or accumulated in order to leave work early, or to come in late. Each supervisor will determine lunch and break schedules for his/her section/office/service unit in such a manner as to assure adequate coverage at all times. In such cases, the starting times and lunch/break periods may be adjusted to meet the particular needs of the Employer and the supervisor will coordinate designation of the break and lunch periods with the affected employees and such periods shall be set forth in writing. Employees will use the break or lunch periods to conduct personal business (e.g., personal telephone calls, visits, errands, and leaving the premises to get food and drink). If an employee is not allowed breaks during the work day the employee shall be compensated as required by State law.
- 60.1 The full-time work schedule is forty (40) hours or the equivalent as detailed in Paragraph 17, and is generally comprised of five (5) consecutive standard work days, generally within a seven (7) calendar day period. Should any employee subject to this paragraph elect to work an eight hour day and forty hour week, that employee shall become and remain subject to paragraph 61 below.
61. For employees hired on or after February 18, 1999, current employees working an eight hour day and forty hour week prior to February 17, 1999 and any employee subject to paragraph 60 above who subsequently elects to work an eight hour day and forty hour week, the standard work day shall consist of eight (8) hours, with at least thirty minutes and up to one hour off for unpaid lunch. The work day shall include two paid 10 minute breaks which should be taken approximately in the middle of each continuous work period. Break time cannot be combined with lunch time or accumulated in order to leave work early, or to come in late. Each supervisor will determine lunch and break schedules for his/her section/office/service unit in such a manner as to assure adequate coverage at all times. The full-time work schedule is forty (40) hours or

their equivalent, and is generally comprised of five (5) consecutive standard work days, generally within a seven (7) calendar day period.

62. Operations such as patient services, facility maintenance, etc., may require work assignments in other employer locations within the same county or other scheduling arrangements such as evenings, weekends, or a four (4) day, or 40 hour week. In such cases, the starting times and lunch/break periods may be adjusted to meet the particular needs of the Employer and the supervisor will coordinate designation of the break and lunch periods with the affected employees and such periods shall be set forth in writing. Employees will use the break or lunch periods to conduct personal business (e.g., personal telephone calls, visits, errands, and leaving the premises to get food and drink). If the Employer does not allow an employee to take breaks during the work day the non-exempt employee shall be compensated as required by State law. The employee must alert the manager if a scheduled break has not been taken so that managers can seek an alternative that will provide the employee the required break. This notice must happen before the lunch break and/or before the end of the scheduled work shift.
63. With management approval, employees may be permitted individual work schedules; including individual starting and ending times with a longer than normal workday at straight time, or any other arrangement agreeable to the employee and his or her supervisor. Such schedules shall be set forth in writing and shall be agreed to by the employee, the employee's supervisor, and the Human Resources Director, but may be subject to change when warranted by operational needs.
64. Designation of Employment Categories. La Clínica's categories of employment will be designated according to exempt and non-exempt status.
65. Exempt and Non-Exempt Employees. The parties agree that definitions for exempt and non-exempt shall be in accordance with state and federal overtime laws.
66. Overtime. Non-exempt employees are eligible for overtime compensation or compensatory time off at one and one-half (1½) times their regular rate for any hours worked in excess of eight (8) hours per day or forty (40) hours per week. Exempt employees are not paid overtime for hours worked in excess of eight (8) hours per day or forty (40) hours per week. Exempt employees, however, may be allowed flexible scheduling. Overtime hours shall only be worked with prior approval from the assigned supervisor or designee. In the event that prior approval is not feasible, because of patient care needs, the employees can notify their supervisor by their next scheduled shift.
67. Non-exempt employees subject to ~~paragraph 60~~ above working more than 37.5 hours in one week but less than 40 hours shall be paid or granted compensatory time off at the rate of 1.0 times the regular rate of pay for the excess hours. Employees who accrue compensatory time specified above are required to and shall be permitted to use this accumulated time as set forth below.
- 67.1 Non-exempt employees are entitled to overtime compensation and shall be compensated at one and one half time their regular rate of pay for overtime hours. Time off at the rate of one and one half hour for each overtime hour worked ("compensatory time") may be taken in lieu of pay for overtime. For recordkeeping purposes, overtime hours to be taken as compensatory time will be

converted (multiplied by 1.5) before being recorded in pay records. Employees with 20 or more hours of accrued compensatory time will not be granted additional compensatory time until compensatory time is used. Employees with 20 hours or more of compensatory time will be paid for additional overtime hours. If an employee has less than 20 hours of accrued compensatory time and the supervisor determines that compensatory time can be taken by the end of the next pay period (without accruing more than 20 hours of compensatory time) the employee may take compensatory time in lieu of pay for overtime. If the supervisor determines that compensatory time cannot be taken by the end of the next pay period, the employee will be paid for the compensatory time. If an employee is granted compensatory time, and is not able to use the compensatory time within the next four pay periods, the compensatory time will be paid as straight time for each hour of compensatory time. At the end of each fiscal year employees will be paid for any compensatory time hours earned but not yet used.

68. Overtime, Advance Notice to Work. When the requirement for overtime is the result of a planned change in hours of operation, employees shall be given a minimum of 24 hours' notice when required to work overtime. When overtime is required, the supervisor or Employer representative in charge shall first seek volunteers amongst those employees on duty in the section. If no employee in the classification for which the overtime is required volunteers, then work shall be assigned to the least senior employee on duty in the section.
69. Non-Standard Work Schedule. After a 2/3rds vote of affected employees an organizational sub-division of the Employer may, by mutual agreement between the Employer and the Union, designate a regular workday not to exceed twelve (12) hours so long as overtime is payable after completion of the workday.
  - 69.1 La Clínica will revise staffing/scheduling practice to avoid assigning employees to split shifts.
70. Hours of Work Defined. Hours worked, including all hours suffered to be worked, shall include all time not under the control of the employee whether such hours are worked in the Employer's work place, or in some other place where the employee is carrying out the duties of the Employer. Work at home is not permitted without prior authorization of the supervisor.
71. Multiple Positions by FLSA Designation. If one of the two positions occupied by an employee is non-exempt and constitutes more than 20% of the employee's total scheduled hours, the employee will be considered non-exempt.

### **XIII. Salary Structure**

72. The minimum wages and salary structure for all employees, full-time or part-time, covered by this Agreement shall be as set forth in Appendix "I" attached to this Agreement.

### **XIV. Required Licenses, Certifications, Fees and Dues**

73. The Employer will continue its practice of payment/reimbursement of fees or dues for those required licenses or certifications or fees and dues that are not associated with the professional licenses or certifications to practice that the employee brings to the job. These



licenses/certifications/fees/dues include Security Prescription Pad fees and hospital affiliation fees and CURES registration costs as provided in Appendix III.

**XV. Health Benefits**

- 74. The Employer agrees to continue to offer to regular full-time and regular part-time employees who work 20 hours per week or more the Kaiser Health Option 1 Low Plan (\$15 co-pay), the mutually agreed Kaiser Option 1 High, (\$5 co-pay) if available and subject to the employee contribution described below, and the Dental Health Plan programs that were in effect prior to the execution of this Agreement. If there is an agreed change in coverage with an insurance provider, the Employer shall provide each employee with a copy of the revised plan no later than 30 days from the date agreement is reached, subject to receipt of such information from the insurer.
- 75. All employees will be allowed to opt out of medical coverage provided the employee provides proof of other medical coverage. The savings the Employer receives from this change will be shared with the employee. Employees who work 0.7 FTE or higher who qualify for the Opt Out payment shall receive \$250 per month in lieu of benefits. Employees who are at or more than 0.5 FTE but less than 0.7 FTE and qualify for the Opt Out payment shall receive \$150 per month in lieu of benefits.
- 76. The Employer agrees to meet with the Union to discuss a similar modification of the employee cost at such time as the cost of either plan is changed.
- 77. Medical and Dental Contribution: Effective June 1, 2014, employees contribute a percentage cost-share based on the following tiers:
  - (i) Tier 1 applies to employees earning an hourly equivalent rate less than \$24.03 per hour which will require the percentage contribution be applied to the enrollment category and the specific plans (for health and dental) selected by the employee.

	La Clínica's	Employee's
Employee Only	75%	25%
Employee + Spouse	80%	20%
Employee + Children	80%	20%
Employee plus Family	80%	20%

- (ii) Tier 2 applies to employees earning an hourly equivalent rate of \$24.03 or more which will require the percentage contribution be applied to the enrollment category and the specific plans (for health and dental) selected by the employee.

	La Clínica's	Employee's
Employee Only	75%	25%

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Employee + Spouse	75%	25%
Employee + Children	75%	25%
Employee plus Family	75%	25%

(iii) Employees who are at or more than 0.5 FTE but less than 0.7 FTE shall pay an additional 5% of the monthly health premium rate cost of their corresponding Tier level.

- 77.1 At no time shall the employees' contribution for their coverage and their dependent(s)' coverage be less than 20% of the overall premium.
78. The parties agree that there shall be no change in Health, Dental and Life Insurance benefits during the term of this Agreement except by mutual agreement. The Employer and Union agree to meet during the first year of the contract regarding plan revision to seek alternative lower cost medical plans. The Union may request information from the Employer pursuant to determining if improved benefits are available at no increase in costs, and if so proposing the improved coverage.
79. The Employer agrees to offer a Vision Care Benefit through the La Clínica's Optometry Department to regular full-time and regular part-time employees who work 20 hours per week or more and their dependents including a domestic partner on the following basis:
- (i) The employee professional fee payment will be at 50% regular billing, or at the regular sliding scale discount, whichever is less. The fee covers visual screening and field examination and prescription. Dependents, including a domestic partner, will be required to obtain their refractions elsewhere.
  - (ii) Frames and lenses will be at lab cost to La Clínica plus tax.
  - (iii) Registration fee for Optometry is waived for the employee and family.
80. Continuation of Insurance Coverage after Separation. In accordance with applicable law, the Employer shall notify each separating employee of his/her right to continue coverage in all or part of the insurance programs set forth in this Article. In general, separating employees may continue in the Employer's group plans for a period of up to eighteen (18) months and a dependent of the separated employee, under certain conditions, may continue coverage for a period of up to thirty-six (36) months or until the employee or the dependent fails to pay a premium or achieves health plan coverage from a new employer, whichever occurs first.
81. Domestic Partner Coverage. The Employer shall enroll the domestic partner of employees who are otherwise eligible for health plan coverage effective March 1, 1999.
82. Each school-based employee who works ten months per year will pay 2/12 of the annual cost of healthcare, monthly, for the two months that he/she does not work in the summer. If an employee becomes/remains eligible for paid health benefits during this period either because he/she works or uses accrued leave to cover the period, the excess money withheld for healthcare under this provision will be reimbursed to the employee. At the time of separation

from employment an employee will be entitled to reimbursement of any excess, unused deduction under this section.

## **XVI. Retirement Plan**

83. The retirement funds shall be administered in accordance with Section 403(B) of the Internal Revenue Code and with ERISA law. The Employer will meet and confer with the Union in a timely manner prior to any proposed changes in the retirement funds. The Employer assumes fiduciary responsibility for the retirement fund.
84. Additional investment options, subject to the approval of the Board of Directors, will be added no later than June 30, 2002 so that employees may begin to contribute starting October 1, 2002 of the same year. Thereafter, between October 1 and October 31, each year, employees may submit proposals for including other mutual funds or investment options in the retirement plan. The Board of Directors, in consultation with the Principal Group will evaluate recommendations from employees and decide on funds to be included in the plan beginning on January 1 of the following year.
85. Retirement Plan: Effective July 1, 2007, the Employer shall contribute the following amounts on behalf of all eligible full-time and regular part-time employees per regular paid hour worked: \$.85 per hour from the completion of probation until the third anniversary of hire, \$1.00 per hour from the third anniversary of hire until the tenth anniversary of hire, \$1.17 per hour from the tenth anniversary of hire until the twentieth anniversary of hire, \$1.53 per hour beyond the twentieth anniversary of hire. Employees will be entitled to 33% of accumulated contributions upon separation after one year of service, 67% after two years of service, and 100% after three years of service.
86. Employee Contributions: The Employer agrees to provide a selection of investment options of equivalent cost to employees for their pretax contributions to retirement funds. This selection shall reflect the preferences and needs of current employees. A subcommittee of the Joint Labor Management Committee shall conduct a review of investment options, fees and the financial advisor's service performance beginning no later than September 1 of each year and recommend changes to the Board of Directors at their October meeting.

## **XVII. Payroll Deductions / Insurances**

87. Optional Payroll Deductions:

**Automatic Check Deposit** - payroll checks can be automatically deposited into the employee's checking and/or savings account at the employee's designated financial institution.

**Tax Sheltered Annuity or 403(B) Plan** - contributions can be deducted for available plans as designated by the employee.

**Credit Union** - contributions can be deducted as designated by the employee.

**COPE Checkoff** - Contributions may be designated by the employee.

**Cafeteria Plan (IRS Section 125)** - Contributions may be designated by the employees.

**Charitable Contribution, Riley Marketing Services** (a voluntary benefit offered to SEIU Local 1021 members), and Benefit Options - where there is no additional cost or administration to La Clínica for such deduction and there is the ability to make such deduction, contributions can be deducted as designated by the employee.

88. Insurances:

**Workers Compensation.**

**Unemployment Compensation Insurance.**

**Malpractice Insurance.** La Clínica shall pay the costs of malpractice insurance, including tail coverage, for health care providers and auxiliary personnel. Federal Tort Claims Act began providing malpractice insurance for health care providers and auxiliary personnel effective 9/03.

**Liability Insurance.** La Clínica shall pay the costs of liability coverage and bonding for staff.

89. Required Deductions:

**Social Security (FICA).**

**State Disability Insurance (SDI).**

**Federal Withholding Tax.**

**State Withholding Tax.**

## **XVIII. Holidays**

90. The thirteen (13) holidays recognized by La Clínica are:

New Year' Day (January 1)

Martin Luther King's Birthday (3rd Monday in January)

President's Day (third Monday in February)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (1st Monday in September)

Thanksgiving Day (4th Thursday in November)

Day after Thanksgiving (4th Friday in November) Christmas Eve (December 24)

Christmas Day (December 25)

Three floating Holidays - (To be taken by mutual agreement of the employee and his/her supervisor within the employee's anniversary year. The employee will make his/her best effort to give at least two weeks advance notice.)

91. Holidays occurring on Saturday will be observed on Friday, and holidays occurring on Sunday will be observed on the following Monday, except as indicated in **paragraph 94** of this Section.

92. **Eligibility.** To be eligible for holiday pay, a regular employee must: 1) not be on unpaid leave of absence or layoff; and 2) shall have worked the last scheduled workday prior to and following the holiday(s), unless absent through an extended illness, vacation or excused by supervisor. Eligibility starts upon employment.

93. During Vacation. If a holiday occurs during an employee's approved vacation period, the holiday is paid as a holiday rather than a vacation day. Holidays should not be included in leave requests.
94. Holiday During Regularly Scheduled Work Day Off. If a holiday occurs on an employee's approved regularly scheduled day off, the supervisor will grant him/her a choice of pay or comparable holiday time off within six (6) months if the employee is exempt pursuant to paragraph 65 hereof or within three (3) months if the employee is non-exempt pursuant to paragraph 67 hereof, or on the immediately preceding Saturday, as may be agreeable to the employee and the supervisor. On call providers may be granted comparable time off at a later time, at the discretion of the supervisor, if there is no mutual agreement within the six month period. Consistent with the above, consideration shall be given to requests for Saturday paid leave on three or four day weekends for employees regularly scheduled to work on Saturdays.
95. Pay For Working A Holiday. Some employees may be scheduled to work on a holiday because of the necessity to continue services. If exempt employees are scheduled to work on a holiday, then the supervisor shall grant them flexible time off from duty at a mutually agreeable and convenient date. If exempt employees are scheduled on-call on a holiday, such employees shall have the option of holiday pay or a paid day off (prorated if less than full-time) to be scheduled at a mutually agreeable later date. If non-exempt employees are required to work on a holiday, then the supervisor shall either grant them holiday pay or compensatory time off from duty within the same pay period.
96. Payment For Part-Time Employees. Eligible part-time employees shall receive pro-rated holiday pay based on the number of hours regularly scheduled to work during the pay period. Supervisors will make every effort to reschedule the work of part-time employees whose regularly scheduled work time falls on a holiday and whose payment for that time would exceed holiday prorated pay. The missed time may be made up from accrued paid leave.
97. Scheduling in Clinical Service Areas. Those service areas having clinical off-hour schedules will be allowed administrative discretion in preparing for holiday schedules that cover long weekends and holiday. The intent is to assure maximum clinical coverage, flexibility to make up clinics same week so as not to decrease total number of clinic hours in one (1) week, and assure cost effective staff/facility utilization during holiday seasons.

## **XIX. Vacation**

98. La Clínica acknowledges the importance of vacations for the well-being and morale of its employees. Employees are expected to take accrued vacation time annually.
99. Eligibility. Only regular full-time and part-time employees are eligible for vacation leave benefits, on a pro-rated basis determined by the number of regular hours worked (not including overtime) on a weekly basis.
100. Accrual Rates. The amount of vacation leave which an eligible employee accrues is dependent upon his/her length of employment, as shown below:

<u>Length of Employment</u>	<u>Annual Accrual Rate</u>
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1st and 2nd year	10 working days (2 wks)
3rd and 4th year	15 working days (3 wks)
5th year	20 working days (4 wks)
11th year	21 working days
12th year	22 working days
13th year	23 working days
14th year	24 working days
15th year and over	25 working days (5 wks)
25th year and over	30 working days (6 wks)

101. Newly hired employees must complete probation before any vacation is accrued. After this period, the vacation leave accrual will be adjusted at an accelerated rate (i.e., at six months a non-exempt employee would have accrued 5 working days and at nine months an exempt employee would have accrued 7.5 days). Vacation leave may not be taken beyond what is accrued.
102. Vacation leave must be taken and pay in lieu of vacation will not be granted. The CEO or designee at his/her discretion may allow pay for up to 80 hours of accrued vacation time in on fiscal year only if the employee has a minimum vacation balance of 80 hours remaining in cases of emergency or staffing issues determined by the CEO.
103. An employee has eighteen (18) months in which to take his/her accrued vacation leave. Employees may not take more than 1.5 times their vacation allowance in any given period. The maximum carryover of vacation is two hundred and twenty-five (225) hours accrual. The Employer agrees to timely notify in writing employees who are in jeopardy of losing accrued vacation 90 calendar days prior to reaching maximum vacation accrual so that such leave can be used prior to forfeiture.
104. Minimum Use. The minimum amount of vacation time that may be taken is in one (1) hour increments.
105. Vacation, Illness During. Vacation time lost due to illness or injury may be charged to sick leave subject to the rules governing sick leave.
106. Vacation Leave, Extended. When an employee wants to take a vacation that requires more time than the vacation leave earned, the employee may request that his/her vacation be extended by leave without pay. Only the Chief Executive Officer may approve a vacation extension request.
107. Vacation, Pay Upon Separation. Upon resignation, all employees with the exception of those who have-not completed probation, are eligible for payment of unused and accrued vacation time. In the event of death of an employee, the estate will receive payment of unused and accrued vacation time.
108. Any regular employee who terminates her/his employment at La Clínica, whether voluntarily or involuntarily, will be paid all unused and accrued vacation leave at the time of termination.

109. Vacation Leave, Scheduling of. All vacation shall be granted according to a schedule approved by the employee's supervisor. The employee's supervisor shall approve or deny a requested vacation period within thirty (30) calendar days or the request shall be granted as submitted.
110. All vacation leave requests must be submitted with as much advance time as possible to the supervisor on the Leave Request Form. Vacation periods greater than three (3) days should be requested at least one (1) month in advance whenever possible.
111. Vacation requests will be approved on a first-come, first-serve basis.
112. Seniority by classification will be considered if two employees request the same vacation time on the same request date. Employees may submit up to three (3) requests for alternate vacation periods. Seniority priority may not be granted to the same employee the following year if her/his schedule conflicts with the same employee the year before.

## **XX. Sick Leave**

113. Sick Leave allowance may be used to compensate excused absences due to an employee's illness or injury, illness in the employee's immediate family, for medical appointments for the employee or the employee's immediate family and to prevent emotional/physical exhaustion to the point where s/he is unable to perform his/her duties. Except in emergency circumstances, medical appointments should be scheduled in advance to provide a minimum of conflict with staffing requirements for that time.
114. Sick leave allowance shall be paid at the employee's regular pay for those regularly scheduled workdays within the normal workweek(s) which the employee would have worked had the illness or injury not occurred. Accumulated sick leave allowance is not payable at time of termination.
115. Eligibility. All regular employees are eligible for sick leave allowance, prorated to the regularly scheduled workweek hours of each employee.
116. Accrual. Upon commencing employment, all eligible employees are allowed one (1) day of sick leave every month or twelve (12) days per year (prorated for less than full-time). Except as provided below, sick leave allowance cannot be used beyond what is accrued. Unused sick leave may be accumulated to a maximum of eighteen (18) working days or up to (135 hours). There shall be a one-time payment annually on employee's anniversary date of \$200.00 for each employee who accumulates 110 hours of sick leave, and \$300.00 for accumulation of 135 hours of sick leave. New employees shall be advanced an immediate entitlement of two (2) days (16 hours) of paid sick leave (on a pro-rated basis). In the event a new employee has used more of his/her initial advance of sick leave than he/she would have earned at the rate of 8 hours every month at the time of his/her separation, the Employer may deduct the value of used but unearned sick leave from the employee's final paycheck.
117. Integrated Sick Leave. In cases where an employee is eligible to receive State Disability Insurance (SDI) benefits or Workers' Compensation, the employee may opt to receive full disability payment plus such portion of accrued sick leave that shall aggregate to an amount equal to but not

exceeding the employee's regular rate of pay. When accrued sick leave is exhausted, at the employee's option, integration shall be done with accrued vacation.

118. Catastrophic Leave Donation. With prior approval of the CEO, employees may donate accumulated paid leave to another employee who has exhausted his/her paid leave balances due to catastrophic illness. For each hour of sick leave that an employee donates, the employee must also donate one hour of vacation leave. The value of donated paid leave shall be divided by the current hourly rate of the employee to whom leave is donated to determine the number of days and hours of additional leave due the employee. Catastrophic as used in this section means: illnesses consistent with a medical emergency as defined by the I.R.S., Examples includes a life-threatening, long-term, or gravely serious illness or medical condition, including but not limited to cancer, full-blown AIDS/HIV, leukemia, Hodgkin's disease and similar conditions. "Catastrophic" does not mean routine, albeit serious, conditions for which full recovery is likely or expected. "Catastrophic" would not include conditions such as flu, broken bones, pregnancy or related medical conditions.
119. Use During Vacation. An employee on paid vacation who becomes disabled for one or more days, and receives medical treatment may receive sick leave pay allowance for the time of disability. The supervisor will require medical certification for employees converting the vacation time to sick leave.
120. Sick Leave In Excess Of Allowance. An employee who is absent due to illness in excess of his/her allocated sick leave allowance will be required to use accrued vacation or floating holiday or comp time.
121. Reporting. An employee is required to notify his/her supervisor, person-in-charge, or, if not available, Personnel, within one-half (½) hour of his/her designated starting time of work if s/he will be absent. Section specific procedures must be followed when notifying La Clínica of a sick leave absence if different from general guidelines above.
122. An employee absent for more than three (3) consecutive days must notify his/her supervisor at least twenty-four (24) hours in advance of the day on which s/he plans to return to work. If the employee fails to do this and returns to work while temporary coverage of his/her position is maintained, the employee must return home and, at the employee's option, will be compensated for that day from accrued compensatory time, sick leave and thereafter vacation.
123. Certification. If the employee is absent due to illness for more than three (3) consecutive work days, or when the employee is sick the day before or the day after a designated holiday or vacation day, the supervisor may require certification of illness. If there is indication of sick leave abuse, a sick leave certification will be required even if the absence is three (3) days or less.
124. An employee returning to work after a severe illness is required to provide a written authorization from the treating health provider to return to work, regardless of the length of absence. Examples of severe illness are heart attack, stroke, broken bones, etc. Such an authorization must specify in detail whether there are any restrictions or limitations on the employee's ability to perform his or her regularly assigned duties. If so, the nature and duration of such restrictions should be indicated.



125. When certification of illness or injury by a health provider is required, the employee shall be notified in advance of his or her scheduled return to work.

## **XXI. Educational Leave**

126. Employees are encouraged to increase and upgrade their skills, effectiveness and professional growth through programs of education and training. For this purpose, employees who wish to attend classes, seminars, workshops, and/or conferences will be given a maximum of seven (7) work days to pursue such continuing education. As of July 1, 2018, the maximum will be ten (10) work days to pursue such continuing education. Educational leave must be related to the employee's job with La Clínica, to La Clínica programmatic needs and for the scope of the patient population served by La Clínica. The above shall be liberally construed to include allied clerical or technical employees attached to a program whose understanding of that program will be enhanced by attendance at such courses.
127. Educational leave shall be granted to those employees for whom continuing educational and/or licensure is required for courses which fulfill those requirements.
128. Educational leave does not cover work assignments. Work assignments include attendance at workshops, conferences and other outside activities for the purpose of collecting information which is necessary for La Clínica's operations. Work assignments are initiated by supervisors and require the approval(s) of department head(s).
129. Eligibility. Regular full-time and part-time employees are eligible after the first six (6) months of employment, unless such leave is required for maintenance of certification of license. In the latter case, an employee is eligible upon employment. Entitlements for reimbursement of tuition and travel provided in this Article shall be renewed annually at the beginning of the fiscal year.
130. Entitlement. Regular full-time employees will be granted per paragraph 126 based on (FTE) of Educational Leave at the beginning of the Fiscal Year (July 1). Part-time employees and employees who become eligible for Education Leave after the beginning of the Fiscal Year will receive a pro-rated share of the entitlement based upon the employee's FTE.
131. Compensation Requirements. Educational leave may be taken only as leave, and no salary will be granted in lieu of taking leave. Compensatory time off (to be deducted from the employee's educational leave balance) will be allowed for classes, seminars, or conferences attended during hours when the employee is not regularly scheduled to work. Such time off must be approved in advance by the supervisor.
132. Request Authorization Form. Employees must initiate an Educational Leave Request Form. The completed form is submitted to the supervisor for authorization.
133. Documentation. Employees shall be required to provide documentation certifying that the employee attended and/or completed the program specified on the Educational Leave Request Form.

134. Tuition and Travel Reimbursement. If educational leave tuition and expenses are not being paid by another source, with prior supervisor approval, La Clínica will pay up to

\$700 (MDs, Psychiatrists, Ophthalmologists, Optometrists, Dentists),

\$450 (Psychologists, Midwives, Pharmacist, Nutritionist, Dental Hygienist, Case Manager II/III, Podiatrist, Medical Technologist, Clinical Workers, Nurse Practitioners, Physician's Assistants) and

\$300 (all others) for tuition, travel and meal costs per fiscal year.

All other required travel shall be governed by the fiscal manual.

- 134.1 Employees in the classifications listed below who are required to maintain a California License to practice and/or a Federal DEA license to prescribe medication shall be eligible, after successful completion of probation, to reimbursement by the Agency of 50% of the cost of each La Clínica required license prospectively. Employees who separate from the Agency within 6 months of any reimbursement shall reimburse the Agency 100% of the Agency's reimbursement and authorizes such reimbursement deduction from the employee's final check. The classifications eligible for Reimbursement of Required Licenses under this section are: Family Physicians, Pediatricians, Internists, Nurse Practitioners, Registered Nurses, Physician Assistants, Psychiatrists, Certified Nurse Midwives, OBGYN, Dentists and Optometrists. Certification(s) shall not be eligible for reimbursement.
135. Educational Enrichment. By mutual agreement, employees may be granted leave without pay to attend classes scheduled during their regular work hours pursuant to upgrading skills, credentials or qualifications to the mutual benefit to the Employer and the employee.
136. Continuing Education, In-Service. On-the-job training programs given by La Clínica to staff members will be carried out periodically during working hours. Employees will receive their normal rates of pay for such training. These programs are to be considered an employment benefit or part of the work day. Off duty employees shall be compensated at their normal rate of pay when attending such training if attendance is required by the employee's supervisor.

## **XXII. Bereavement Leave**

137. Bereavement leave is available to eligible employees upon employment for a death in her/his immediate family (parents, spouse, registered domestic partner or significant other, children, substitute parents, brothers, sisters, grandparents, in-laws, and any relative living in his/her household). An employee may take up to three (3) days per calendar year with pay. If travel outside of California is required, an additional two (2) days of bereavement may be taken. For deaths other than those in the immediate family as defined here, sick leave may be used to attend services.
138. In the event that an employee needs additional time away due to a death in the family, any accrued vacation or sick time may be used. Leaves of absence without pay will also be granted.

### **XXIII. Jury Duty and La Clinica-related Court Appearances**

139. An eligible employee required to serve on a jury or attend a mandated court appearance which is related to La Clínica shall be granted paid time off upon employment. The employee must notify his/her supervisor as soon as s/he receives the summons.
140. The employee shall receive her/his normal salary, less any fee paid for serving on jury duty or court appearance. If the employee is excused from service on any day or days, or is released from jury duty at a time at which it would be possible to perform at least two (2) hours of work, during the normal working hours, the employee shall return to work to finish his/her shift.
141. Employees serving on jury or appearing in court must submit a Leave Request Form to their immediate supervisor and thereafter to the Accounting office, the certification of the time served issued by the court and documentation of reimbursement. It is the employee's responsibility to provide documentation in order to receive compensation for the period.

### **XXIV. Unpaid Leave**

142. Personal Leave of Absence - Fourteen Days or Less. Absences without pay of fourteen (14) calendar days or less may be requested with ten (10) working days' notice. The supervisor shall approve the request in writing. Employees will continue to accrue benefits and seniority. In case of emergency, the ten (10) working days' notice can be waived by the immediate supervisor.
143. Personal Leave of Absence - More Than Fourteen Calendar Days. A request for leave of absence without pay may be granted if it is for a reasonable cause and if the services of the employee can be spared or a suitable temporary replacement can be found. All personal leaves of absence of more than fourteen (14) calendar days require the CEO's or designee's authorization. Personal leaves of absence lasting fourteen (14) calendar
144. Family and Medical Leave. Employees are entitled to a leave of absence consistent with the California Family Rights Act (CFRA) and the federal Family and Medical Leave Act (FMLA). The Employer reserves the right to modify this provision consistent with relevant changes to federal, state, or local law. CFRA and FMLA provide up to (12) weeks of unpaid leave within a twelve (12) month period to employees that meet the following eligibility requirements:
  - (i) The employee has worked for the Employer for at least 12 months.
  - (ii) The employee has been employed by the Employer for at least 1,250 hours in the previous 12 month period immediately preceding the commencement of the leave. Paid vacation, paid sick leave, paid holidays and Workers' Compensation time do not count towards the 1,250 hours. Military leave does count toward the 1,250 hours.
  - (ii) The 12 month period for purposes of determining eligibility is a rolling period measured backward from the date leave is taken and continuous with each additional leave day taken.

144.1 Leave is granted:

- (i) Birth or adoption of employee's child;

- (ii) Placement of a child with the employee for adoption or foster care;
  - (iii) To care for a spouse, domestic partner, child, or parent of the employee who has a serious health condition;
  - (iv) For the employee's serious health condition that makes the employee unable to perform the functions of his or her position.
  - (v) To care for an immediate family member who is injured during military service. (Employees are entitled to up to 26 weeks of unpaid leave to care for the injured service member.)
  - (vi) For a "qualifying exigency" arising out of the fact that the employee's spouse, child, or parent is on active duty or has been notified of an impending call or order to active duty in the Armed Forces.
- 144.2 Leave may be taken on an intermittent basis or on a reduced leave schedule when medically necessary for the employee's own or a family member's serious health condition. Leave under this policy is unpaid. However, if an eligible employee who requires leave has accrued paid leave, such time may be substituted for the unpaid leave allowed by this policy by either the employee or the Employer. This substitution of paid leave does not extend the amount of leave the employee is entitled to under this policy.
- 144.3 Where leave is requested because of the serious health condition of the employee or a family member, the Employer will require the employee to provide a medical certification form completed by the employee's or family member's health care provider certifying the need for leave. The Employer may require periodic re-certification of the need for leave at appropriate intervals.
- 145 Whenever the need for leave is foreseeable, eligible employees must give the Employer thirty (30) days written advance notice of the need for leave. Eligible employees should make reasonable efforts to schedule any necessary medical treatment so as not to disrupt the operations of the Employer. When the need for leave is not foreseeable, employees must give notice of the need for leave as soon as possible. The Employer may postpone leave where notice is not timely provided by the employee.
- 146 Disability Leave without Pay. Upon submission of proof of disability, the Employer shall grant leave without pay until the employee is declared permanent and stationary by his/her attending physician in cases of industrial accident or illness or for such period of time as medically necessary for the disability as defined by the FEHA and the ADA, provided the length of time does not pose an undue hardship to the Employer. Such leave shall be granted after the employee has exhausted all forms of paid time off and may, at the option of the Employer, be continued for the duration of the employee's disability.
- 147 Except in emergency, approval may be authorized provided the request is made at least 30 days' in advance of the first day of the leave, by using the Leave Request Form.
- 148 La Clínica will consider the re-employment of an employee in the same job or in a comparable job to the extent required by law, upon the return from approved leave.
- 148.1 Employees who do not return to work upon expiration of approved leaves shall be deemed to have abandoned their employment with the Employer.

- 149 Except as otherwise provided, during unpaid personal leaves of absence, employees will not accrue benefits. Also seniority will be frozen as of the date on which the leave is taken until the employee's return.
- 150 The Employer will maintain group health and dental insurance coverage for an employee who is otherwise eligible for Family and Medical Leave as described in paragraph 144 above and who takes a leave without pay pursuant to this Article. Such coverage will be provided for up to twelve work weeks if such insurance was provided before the leave without pay was taken. The Employer's and the employee's contribution for such coverage will be the same as though the employee was continuing at work.
- 151 Employees on approved leave of absence who are not eligible for Family and Medical Leave or who have exhausted their eligibility for it may continue the Employer's Health AND Welfare insurance pursuant to paragraph 77 of this Agreement.
- 152 At least fourteen (14) calendar days before the expiration of an extended leave of absence, employees must give their supervisor notice or their intention to return or the employee may not be returned to work until fourteen (14) calendar days after notification. Failure by an employee to apply for reinstatement upon expiration of a leave of absence will be considered a resignation.
- 153 An employee desiring to return to his/her job prior to the termination of a leave of absence may be able to do so, contingent upon the contractual agreement made to replacement personnel and based upon the concurrence of the CEO.
- 154 Employees returning from parental leave may be granted a modified work schedule for a period not to exceed six (6) months upon request, if such accommodation is consistent with the operational needs of the Agency.
- 155 Rehabilitation Leave. The parties recognize that personal illness due to substance abuse or mental illness may affect an employee's ability to perform her/his work duties. The purpose of rehabilitation leave is to provide an opportunity to recover from illness rather than receive discipline and/or termination. Rehabilitation leave for the purposes defined above, may be requested by an employee. Rehabilitation leave may be required in cases where an employee has received progressive discipline because of his/her inability to perform work. Rehabilitation leave will be granted for a reasonable time, and the employee is to use accrued vacation, sick leave and comp/flex time, which may be integrated with SDI (State Disability Insurance). The Employer agrees that the length of a rehabilitation leave will be determined by the affected employee's treating medical provider as provided for by law. Additionally, during such leave, the employee must provide certification of treatment. Before being permitted to return to work, the employee must provide certification of completion of the treatment program and/or ability to return to work.
- 156 Sabbatical Leave. An employee with seven or more years of service with the Employer may be granted a sabbatical leave without pay for up to six months. Eligibility for this leave shall be renewed after each successive seven years of service. Upon return from such leave, the employee shall be returned to his/her former classification.

## **XXV. Workplace Health and Safety**

- 157 In order to protect the health and safety of both workers and clients, the parties agree that safety in the work place is a cooperative effort and that everyone shall comply with appropriate safety and health laws and practices, including guidelines for the handling of hazardous/infectious substances. Employees shall be trained in the appropriate practices and guidelines for the handling of such substances. Protective articles for health and safety, such as gloves, masks, eye wear, and lab coats shall be provided by the Employer. The Employer shall provide for periodic testing for hazardous chemicals and decibel levels and make corrections on these and other hazards as recommended by Cal/OSHA. Physical examinations for and vaccinations against communicable diseases such as hepatitis (for patient blood contact employees) and influenza (for patient contact employees) shall be provided by the Employer at no cost for such employees. Tuberculosis testing shall be provided by the Employer at no cost to the employee. However, if these exams or vaccines are available as a benefit through the employee's health insurance, employees should use that benefit.
- 158 Employees shall have access to a designated lounge or break room away from the work area for use during break and lunch periods.
- 159 The Employer shall provide dosimeters to any employee who works in proximity to an x- ray source in the course of his or her duties for the Employer. The Employer shall comply with accepted health physics standards and procedures in accordance with state and federal laws and regulations.
- 160 The Employer will reimburse up to \$150.00 in any 12-month period for the purchase of safety shoes for employees who require them in the course of their duties for La Clínica. Employees seeking reimbursement shall submit appropriate receipts. Having reimbursed for the cost of safety shoes, the Employer may require that they be worn at all times when the employee is on duty.
- 160.1 Ergonomics: Within sixty (60) days of the final execution of the successor CBA, the Safety, Ergonomics and Wellness committee shall meet no more than two times regarding the topic of the Agency's ergonomic request process to discuss joint recommendations, if any to the agency.

## **XXVI. Grievance Procedure**

- 161 A grievance is defined as a dispute over the interpretation or application of a term of this Agreement. A Grievance must be filed within 10 business days of the date the employee reasonably should have been aware of the problem or the right to grieve is lost. When an employee has a problem s/he informs his/her supervisor and attempts to resolve the problem directly and informally. If not resolved the formal grievance procedure below can be pursued by the grievant.
- 162 The employee who believes that a provision of this agreement has been misinterpreted or misapplied shall submit a written, formal grievance that contains:
- (i) a clear, brief statement of the problem
  - (ii) date of the incident
  - (iii) specific paragraph of the Agreement allegedly violated
  - (iv) any pertinent facts and/or proof

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- (v) the proposed remedy
- (vi) the grievant's signature

163 Steps for Submitting a Grievance and, if necessary, subsequent appeals.

163.1 Process: Only those grievances filed within the required timeframes and with the appropriate designee shall be deemed filed.

164 Step 1

PROCESS	EMPLOYEE GRIEVANCE APPEAL	EMPLOYER GREIVANCE RESPONSE
Filed with Direct Supervisor	Step 1 Grievance must be filed within 10 business days of the date the employee reasonably should have been aware of the issue or the right to grieve is lost.	Step 1 Response will be prepared by the Direct Supervisor within 10 business days of the timely receipt of the Step 1 Grievance.  Step 1 response will include a meeting if requested by the grievant in the Written Step 1 Submission.

165 Step 2

PROCESS	EMPLOYEE GRIEVANCE APPEAL	EMPLOYER GREIVANCE RESPONSE
Filed directly with Human Resources Office or designee.	Step 2 Appeal must be filed within 10 business days of the Step 1 Response if the grievant believes that the issue has not been resolved.	Step 2 Response will be issued by the Next level Manager within 10 business days of the timely receipt of the Step 2 Appeal.  Step 2 Responder will review and consider prior step grievance submission and response.

166 Step 3

PROCESS	EMPLOYEE GRIEVANCE APPEAL	EMPLOYER GREIVANCE RESPONSE
Step 3  Filed directly with Human Resources Office or designee.	Step 3 Appeal must be filed within 10 business days of the date the Step 2 Response if the grievant believes that the issue has not been resolved consistent with the provisions of the Agreement	Step 3 Written response will be issued by the CEO or designee within 10 business days of the timely receipt of the Step 3 Appeal. The CEO or designee may in his/her sole discretion invite the parties to attend one meeting if additional information is deemed necessary. The CEO or designee will communicate within 5 business of the decision about whether such

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		meeting will take place and the reason.  Step 3 Responder will review and consider prior step grievance submission and response.
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167 ----(Blank)

168 Step 4

PROCESS	EMPLOYEE GRIEVANCE APPEAL	EMPLOYER GREIVANCE RESPONSE
Step 4  Filed directly with Human Resources Office or designee.	Step 4 Appeal must be filed within 10 business days of the date the Step 3 Response if the grievant believes that the issue has not been resolved consistent with the provisions of the Agreement	Step 4 Response will be issued by the Chair of Personnel Committee within 10 business days of the timely receipt of the Step 4 Appeal. Step 4 Responder will review and consider prior step grievance submission and response.

169 Step 5

PROCESS	EMPLOYEE GRIEVANCE APPEAL	EMPLOYER GREIVANCE RESPONSE
Step 5  Filed directly with Human Resources Office or designee.  ARBITRATION	Step 5 Appeal for arbitration must be filed within 10 business days of the date the Employer's Step 4 Response or forfeit the right to request arbitration with prejudice.  When a grievance is referred to arbitration, the parties will attempt to agree upon an impartial arbitrator. In the event that the parties are unable to mutually agree upon an impartial arbitrator, then either party may request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service or the State Mediation and Conciliation Service. The parties shall alternately strike a name from the panel furnished until one (1) name remains. Both parties shall share equally in the cost of arbitration; however each party shall bear its own cost in representation and witnesses. If there is a dispute as to the appropriateness of a grievance, the arbitrator may rule on the appropriateness of the grievance as well as the merits of the grievance.  The parties agree that the arbitrator shall be selected within 45 calendar days of the issuance of the arbitration panel from the Federal Mediation and Conciliation unless the parties agree in writing otherwise or the arbitration shall be deemed withdrawn with prejudice.  The arbitrator shall have no authority to add to, subtract from or modify any terms of	



	this Agreement. The decision of the arbitrator shall be final and binding upon the parties.
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- 170 The above time frames may only be waived by mutual written agreement. If the Employer fails to answer within the above time frames, the grievance shall move to the next step of the grievance procedure.
- 171 The parties may mutually agree to use the following expedited arbitration procedure or any part of that procedure.
- 172 ---(Blank)

## **XVII. Joint Labor Management Committee**

173 **Joint Labor Management Committee.** The Committee shall address matters of mutual concern not covered by the contract. The parties agree that the Committee shall not manage the Agency or make policy. Matters discussed in such meetings shall not be subject to the grievance procedure. The committee shall meet once each month for the first six (6) months after ratification of this Agreement. Thereafter, the Committee shall meet every other month unless the parties agree to meet at other times or to cancel a scheduled meeting. The meetings shall be no more than two (2) hours in duration, unless some other time duration is mutually agreed upon beforehand. The Employer agrees to provide two (2) hours of paid time. There shall be up to eight (8) members of the Committee with the Employer to designate up to four (4) members and the Union to designate up to four (4) members. The Union shall provide the Employer with a list of the employees who will participate in the meeting within one week of the meeting so that the Employer can arrange for release time. Either party shall provide 48 hours' notice when practicable if the meeting is cancelled, unless an unforeseen emergency arises. The agenda for the meeting shall be set forth one week prior to the meeting. The first meeting shall be scheduled in conjunction with the availability of the federal mediator.

173.1 The Joint Labor Management Committee shares three common goals:

- Ensure La Clínica's viability
- Preserve our ability to continue providing critical services to our community
- Support the overall well-being of our staff

173.2 The JLMC members will approach collaboration with the following core values:

- i. Demonstrate mutual respect
- ii. Honor the scope of the Collective Bargaining Agreement
- iii. Consider all stakeholders when discussing issues and aim for win-win solutions
- iv. Hold full discussions on topics and encourage all members to voice their perspective as individual members of the committee/team.
- v. Develop messaging points for the topics and outcomes of the committee to the broader La Clínica audience, while maintaining confidentiality around the particulars of internal discussions.
- vi. Demonstrate openness and willingness to find common ground.

- 173.3 The content for our forum will be related to matters of mutual concern not covered by the contract. The designated SEIU Business Representative and the HR Director will coordinate the meeting logistics, including setting the agenda topics and time allotment and assigning key functions within the committee, such as facilitator or note-taker. The committee will strive to develop joint recommendations to La Clínica's leadership.

## **XXVIII. Mileage and Parking Reimbursement**

- 174 Any employee who uses his/her private vehicle for the Employer's business shall be reimbursed at the current I.R.S. rate for all miles so driven to and from the Employer to the destination plus the actual cost of any parking or tolls incurred. In order to receive reimbursement, employees who are required to drive as part of their job function shall first submit a copy of current driver liability insurance as required by the State of California at the time of hire and every year by January 30<sup>th</sup>. Employees, who are not required to drive as part of their job function, must include a copy of their Liability Insurance card with their reimbursement form. If approved to drive on behalf of La Clínica, the reimbursement request must also include receipts for expenses on the last business day of the month with a five (5) business day grace period. This does not include reimbursement for an employee's regular daily commute to and from the employee's home to the Employer.
- 174.1 La Clínica will reimburse employees who incur parking meter costs while out on business. In order to be reimbursed, employees must fill out the parking meter reimbursement form.

## **XXIX. Overnight Expenses**

- 175 Employees who incur expenses while traveling out of town on the Employer's business shall be reimbursed in accordance with La Clínica's Policy and Procedure on Recording Mileage and Out of Town Travel. Employees shall submit reimbursement requests by the last business day of the month with a five (5) business day grace period.

## **XXX. Terms and Conditions of Employment**

- 176 The terms and conditions of employment set forth in this Agreement shall supersede any conflicting terms and conditions of employment which may have previously been in effect. The terms and conditions of employment set forth in this Agreement constitute the sole and entire agreement between the parties and none of the parties shall be bound by or liable for any statements, representation, promise or agreement not set forth herein, unless agreed to in writing by the parties' signatory to this Agreement.

## **XXXI. Term of Agreement**

- 177 Except as otherwise provided herein, this Agreement shall be effective and shall remain in full force and effect, until and through August 30, 2019 and shall terminate on that date unless notice to amend, modify or terminate is served by either party upon the other at least ninety (90) days prior to the expiration date of this Agreement.

**Collective Bargaining Agreement for La Clínica and SEIU1021**

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- 178 If during the term of this Agreement the Employer is granted funds to adjust salaries to parity, the Employer and the Union shall meet to review applicable county comparisons and wage rates and shall make appropriate adjustments to the salary schedule. During the term of this Agreement, this section shall be inoperable.
  
- 179 During the term of this Agreement there shall be no Lockout by the Employer and there shall be no Strike, Picketing, or other economic action by the Union and the employees covered by this Agreement.

LA CLÍNICA DE LA RAZA  
DATED: \_\_\_\_\_

SERVICE EMPLOYEES INTERNATIONAL UNION,  
LOCAL 1021 DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Jane Garcia, CEO

By: \_\_\_\_\_  
Santos Quintero

By: \_\_\_\_\_  
Sandra Ruiz, HR Director

By: \_\_\_\_\_  
Angel Valdez

**Bargaining Team Members:**  
Dr. Ariane Terlet  
Philippa Barron  
Leslie Preston  
Sandra Ruiz  
Dania Torres Wong

**Bargaining Team Members:**  
Santos Quintero  
Sandra Camacho  
Laura Ocón  
Bonnie Merritt  
Jennifer Ordoñez  
Molly Soto  
Laura Plasencia  
Angel Valdez  
Eliza Blea  
Kesha Daniels  
Amanda Harrison  
Sandra Quintero Rafael  
Dr. Vanessa Litman

## APPENDIX I: Classifications and Minimum Hourly and Annual F.T.E. Salary Structure.

The starting hourly wage rate, annual F.T.E. wage, and seniority based wage range for classifications within the bargaining unit shall be as set forth below.

**Wages:** Effective the first full pay period after Union ratification and Agency adoption of the successor MOU, a 2.0% increase will be conferred for classifications in this bargaining unit except for classifications in the CARE TEAM who are subject to the letter of agreement dated October 14, 2016.

Effective the first full pay period in July 1, 2018 a 0.5% increase will be conferred for classifications in this bargaining unit except for classifications in the CARE TEAM who are subject to the letter of agreement dated October 14, 2016.

**Updates:** Financial reports that are prepared during the normal course of business and are public will be shared with SEIU 1021 on a quarterly basis at a JLMC. Extra JLMC meetings may be added if jointly agreed and are intended as opportunities for frank and honest dialogue. This process will not create grieve-able circumstances beyond what is currently grieve-able.

**Working Titles:** By mutual agreement with the employee, the supervisor and the Human Resources Director, employees may adopt more descriptive working classification titles for use with the public but such employees shall retain their regular contractual pay title for purposes of compensation and other rights under this Agreement.

- 1) Step movement upon promotion (as provided in Article X. paragraph 47) shall be to the step of the higher level class which provides for a wage increase at least 5% higher than the hourly rate received prior to the promotion.
- 2) Reinstatement Following Separation. Employees who reinstate after a separation of six (6) months or less shall be treated as follows:
  - a. Such employees shall accrue vacation at the same rate as though there had been no separation.
  - b. An employee reinstating in his/her former classification shall be paid at his/her former salary step.
  - c. An employee reinstating in a promotive classification shall receive the salary step in the promotive classification which he/she would have received had there been no separation and break in service.
- 3) Credit for Prior Experience: Based upon practical experience in a clinic setting, a new hire in any classification may be granted by the Employer, one step on the schedule for each year of experience with no maximum to the step consideration. The Employer will recognize existing staff in that classification on the same basis as the new hire for experience prior to employment with La Clínica.
- 4) Assignment to the Triage Room: When assigned to the triage room, Medical Assistant II will be paid 10% over and above their regular rate of pay for all hours of such assignment.

SALARY MATRIX to be provided on La Maquina for all employees..

## Collective Bargaining Agreement for La Clínica and SEIU1021

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### Letter of Agreement between La Clínica de La Raza and the Service Employees International Union Local 1021 Regarding Change to Compensation for Care Team Members

This Letter of Agreement ("Agreement") has been jointly prepared by the designated representatives of La Clínica de La Raza ("La Clínica") and the Service Employees International Union Local 1021 ("SEIU"). After meeting and conferring in good faith, La Clínica and SEIU understand and agree to change the pay scale matrix for Care Team Members listed on page 2 of this letter.

#### PARAMETERS:

- A. The Step Range will have 8 steps; one step will be granted for one year of service in the job classification for Steps A, B, C and D.
- B. One step will be granted for two years of service in the job classification for the subsequent steps E, F, G, and H. The last step H represents the maximum of the range.
- C. Each year of service will begin on the anniversary of an employee's most recent job effective date.  
For example, if an employee was hired on June 1, 2016, they will have completed a year of service on June 1, 2017.
- D. The Care Team pay increases will go into effect on the first full pay period in November of 2016. Effective November 6, 2016:
  - i. All employees whose current salary falls below the new Step A will move up to Step A.
  - ii. All employees whose current salary is above the new Step A rate will be moved to the step that is closest to their current salary that also results in a pay increase (e.g. if an employee's current salary is closest to but higher than the new Step A, they will be moved up one step (2.5% increase)).
- E. Staff Members will not be eligible for a scheduled step increase until the next eligible anniversary of their job effective date AFTER November 5, 2017.
- F. A promotion granted to a Medical Assistant within the career ladder between November 6, 2016 and November 5, 2017 will receive a minimum of 5% increase above the rate of pay in effect before November 6, 2016. This is intended to provide time in determining promotions that will also comply with the CBA excerpt below:

*"Step movement upon promotion (as provided in Article X. paragraph 47) shall be to the step of the higher level class which provides for a wage increase at least 5% higher than the hourly rate received prior to the promotion." CBA Excerpt on minimum increase for promotions.*

For example: an MAII who moves to MAIII in February of 2017 will have the new MAIII rate compared to her rate of pay before November 6, 2016 to determine the percent change and meet the minimum 5% requirement.

The MA III and IV are new classifications which will be still under review. SEIU 1021 and La Clínica will meet and confer over the proposed classification.

All provisions of the CBA not modified by this Agreement shall remain unchanged.

Dated: 10/14/16  
By: Sandra Ruiz  
Sandra Ruiz for La Clínica de La Raza, Inc.

Dated: 10/14/16  
By: Santos Quintero  
Santos Quintero, SEIU Local 1021

**APPENDIX II: Job Categories or Class Series for reduction in force.**

Exceptions to the order of layoff shall be based upon the necessity to maintain necessary required program licenses and required linguistic skills.

Accountant I, II	Material Management Specialist I,II
Behavioral Health Clinician I, II, III	Medical Assistant (MA) I, II, III, IV
Behavioral Medicine Specialist	Nurse Practitioner
Billing Specialist I	Nutritionist Aide
Case Manager I	Nutritionist I, II
Case Manager II	Ophthal/Optomtry Assistant I, II
Certified Mid Wife II	Optometrist
Child Monitor	Panel Management Assistant
Chronic Care Case Manager (LVN)	Pharmacist
Clinical Laboratory Scientist	Pharmacy Technician
Clinical Office Assistant	Physician Assistant
Community Health Educator I	Physician I (Not Board Certified/Eligible)
Community Health Educator II	Physician II Fam. Med. (Bd. Cert./Elig.)
Data Integrity Specialist	Physician II Internist (Bd. Cert./Elig.)
Dental Assistant I, II, III, IV	Physician II OB-GYN (Bd. Cert./Elig.)
Dental Hygienist	Physician II Ped. (Bd. Cert./Elig.)
Dentist I, II	Planner I, II
Facilities Technician	Planning/Marketing Associate
Family Nurse Practitioner (FNP)	Provider Enrollment Coordinator
Family Recovery Coach	Psychiatrist
Gardner/Maintenance Helper	Psychologist
Health Educator I, II	Registered Nurse (RN) I, II
Human Services Specialist (HSS)	RN II - Case Manager
Integrated Beh. Health Clinician I, II, III	RN II - Triage
IT Help Desk Technician	Street Outreach Worker
IT Technician	Translator
Layout & Graphics Artist	Treatment Assistant
Licensed Vocational Nurse	WIC Nutritionist Aide/Peer Counselor
	X-Ray Technician

**APPENDIX III: Medical Providers**

Agreement on Medical Provider On-call and Work Issues.

**I. Position Description**

- A. Medical provider positions are defined by the approved Human Resource’s job description and associated postings which have been approved by the Chief Medical Officer and Chief of Clinical Operations indicating the professional job requirements, skills, and hours of operations for the specific position.
  
- B. Medical provider positions include:
  - 1. Family Physicians
  - 2. Internists
  - 3. Midwives
  - 4. Nurse Practitioners
  - 5. Obstetrician/Gynecologists
  - 6. Ophthalmologists
  - 7. Physician Assistants
  - 8. Pediatricians
  - 9. Psychiatrists
  
- C. Medical providers maintain a California license in their professional class and are board certified/board eligible.

**II. Outpatient Duties**

**A. Professional Clinical Services**

Medical providers are exempt professionals and shall provide direct patient care for 80% of scheduled FTE. The remaining 20% of the scheduled FTE will be used for follow-up activities which include:

- Patient care issues
- Participating in peer review, departmental and committee meetings
- Contributing to quality improvement endeavors at the site and agency-wide levels

Triage medical providers shall provide patient care for 40 hours per week based on a 1.0

Full Time Equivalent. Consistent with their professional status, medical providers shall contribute to all activities associated with delivery of patient care and maintenance of the practice.

**B. Quality Improvement Activities**

Medical providers shall participate in quality improvement and the implementation of La Clínica's strategic and health care plans by:

Assisting in the development of practice guidelines

Participating in peer review, departmental and committee meetings

Contributing to quality improvement endeavors at the site and agency-wide levels

**C. Patient Access**

1. Productivity Standards, based on previous years' actual performance and departmental goals, will be established for each department every fiscal year. The Productivity Standards for medical providers will be the basis for annual budgeting and forecasting of provider FTEs needed by each clinic and department for the following year.
2. Productivity of individual medical providers will be calculated and shared quarterly with each provider by the Associate Medical Director of that service.
3. In managing work loads and assessing performance against productivity standards, the employer will consider the following factors;
  - Quality of Care
  - Specialty/provider classification
  - Productivity and budgetary goals
  - Patient satisfaction
  - Capacity requirements
  - Provider well being
  - Temporary/significant staff shortages
  - Supervision of new employees, training, students
  - Federal guidelines, grant requirements, and other contractual obligations (i.e. managed care contracts)
4. The employer will make every effort to maintain an adequate pool of providers and substitute providers to carry out the duties of the clinic and in the hospital.
5. When a physician is providing clinical supervision to two or more NP/PA/students, his/her schedule will be reduced by approximately 1 patient appointment slot per day.

**D. Administrative Time**

Reduction of direct patient care time for externally related or project-based work deemed by the CMO to be in excess of standard duties outlined in II. A. shall be made in writing with mutual agreement of the CMO, CCO and the medical provider.

**E. Evening, Weekend and Holiday Coverage**



Medical providers shall provide direct patient care and on-call coverage as determined by the Associate Medical Director and/or departmental scheduler. Participation in each element (i.e. inpatient and outpatient care) is required unless exemption is given in writing by the CMO.

**F. After Hours Triage Call**

Triage call is considered a “Core “element of nurse practitioners’ and physician assistants’ job performance. Participation is required unless exemption is provided in writing by the CMO.

**G. Permanent adjustments to core position essential functions must be approved by the CMO in writing.**

### **III. Inpatient Duties**

**A. Alameda County inpatient services will be covered by medical providers who are benefited or at 50% or greater FTE and are privileged by the hospital, or as determined by the CMO. Other medical providers may volunteer with the approval of the CMO.**

**B. Obstetric Inpatient Services will be covered by family physicians, midwives and obstetricians. The department’s designated scheduler, Associate Medical Director for Women’s Services, or CMO will assign appropriate coverage based on clinical and operational needs.**

**1. Obstetric Day First Call. Monday through Friday 8am to 6pm**

- a. Minimum expectation is 1 week per quarter or 4 weeks per year. To ensure equitable distribution of coverage, the minimum expectation may be modified depending on the pool of regular, benefited providers.
- b. Family physicians will be allocated at least one half day of follow up time during their day call week.

**2. Obstetric Night First Call. Monday through Thursday 6pm to 8am**

Minimum expectation is 4 nights per quarter. To ensure equitable distribution of coverage, the minimum expectation may be modified depending on the pool of regular, benefited providers.

**3. Obstetric Weekend and Holiday First Call.**

Friday 6pm to 9am. Saturday 9am to 6pm and 6pm to 9am. Sunday 9am to 6pm and 6pm to 8am. Holidays noted in section XVIII.

Minimum expectation is 2 weekend or holiday 24-hour shifts per quarter. To ensure equitable distribution of coverage, the minimum expectation may be modified depending on the pool of regular, benefited providers.

**4. Obstetric Day Back Up Call.**

Monday through Friday 8am to 6pm. This service will be covered by obstetrician/gynecologists.

Minimum expectation is determined by the Obstetrics Department such that work is shared equitably.

The Obstetricians may perform direct patient care during follow up time. During the term of this contract the OB/GYN department will determine when protected administrative time (follow-up time) will be introduced.

5. Obstetric Night, Weekend and Holiday Back Up Call.  
*Monday through Friday 6pm to 8am. Friday 6pm to 7am. Saturday 7am to 7am. Sunday 7am to 8am. Minimum expectation is determined by the Obstetrics Department such that work is shared equitably.*
  6. Obstetrician/Gynecologists are expected to be available to consult with medical providers on complex outpatients and inpatients.
- C. The Pediatric Inpatient Service will be covered by pediatricians. The departmental scheduler or the Associate Medical Director for Pediatrics will assign appropriate coverage based on clinical and operational needs.
1. Pediatric Day Call. Monday through Friday 9am to 5:30 pm.
    - a. Minimum expectation is determined by the Pediatric Department such that work is shared equitably.
    - b. Pediatricians will be allocated at least one half day of follow up time during their day call week.
  2. Pediatric Night, Weekend and Holiday Call. Monday through Friday 5:30pm to 9:00am, Saturday and Sunday 9:00am to 9:00am. Holidays noted in section XVIII.  
Minimum expectation is determined by the Pediatric Department such that work is shared equitably.
- D. Day/Night/Weekend/Holiday Inpatient Service Call are all considered "Core" duties for family physicians, midwives, obstetrician/gynecologists and pediatricians. Participation in each element is required unless exemption is given in writing by the CMO.
- E. Internists are expected to be available to consult with medical providers on complex outpatients and inpatients. Internists will participate in occasional Saturday clinics as per the rotations determined at their home site.
- F. Permanent adjustments to core duties must be approved by the CMO in writing.

#### **IV. Extra Clinica Duties in the Department of Psychiatry and Ophthalmology**

There are no hospital based services currently required for internists, ophthalmologists and psychiatrists. If such services are established during the term of this contract, the agreement shall be reopened to develop guidelines in conjunction with representation from the affected providers, Associate Medical Director for that department, and the CMO.

## **V. Compensation**

### **A. Salary**

1. The base salary for each specialty is determined by specialty and compensates each provider for fulfillment of duties outlined above.
2. See provider salary scales for actual compensation schedules.
3. For medical providers who take after-hours and inpatient service call, there will be an accelerated rate of vacation accrual:
  - a. first and second year: 15 days
  - b. third and fourth year: 20 days
  - c. fifth year and beyond: as per Union Contract.
4. As of 7/01/2010, Step 12 was added to the matrix

### **B. Reimbursement for Call Services**

1. Medical providers who provide Inpatient After Hours Call coverage will be reimbursed at 75% of the corresponding MediCal Fee for Service rate. During the term of this agreement the actual dollars that are paid shall not be reduced from the rate paid as of 5/01/06.
2. Day Call Inpatient Service compensation will be at the provider's hourly rate.
3. Evening, Weekend and Holiday Inpatient Service compensation will be on a Fee for Service basis.
4. Each provider is responsible for generating the billing documentation for every hospital encounter completed.
5. The reimbursement rate for a Cesarean Section shall be \$500.00, and shall not change during the term of this agreement.
6. Nurse practitioners and physician assistants will be reimbursed for After Hours Call at 30% of actual hourly rate for the hours covered.
7. Physicians and midwives will be reimbursed for Evening, Weekend and Holiday Inpatient Service Call at 10% of the hourly rate for hours covered.
8. The maximum regular assigned Night/Weekend/Holiday call each month shall be:
  - a. After Hours Triage Call: 6
  - b. Pediatric Call: 6
  - c. Obstetric First Call: 6
  - d. Obstetric Back Up Call: 8
9. Medical providers may take more than the maximum call voluntarily. If extra call is assigned due to a staffing shortage, the provider shall be further compensated as follows;
  - a. Weekday Call equal to \$150.00
  - b. Weekend and Holiday Call equal to \$200.00

- C. Holidays, Fridays and weekends will be reimbursed at a 10% bonus rate (110%) of the corresponding regular hourly call rate. Benefits/Reimbursements.
1. Two weeks of Educational Leave will be provided to providers with total reimbursement at \$450.00 for NPs and PAs and \$700.00 for physicians.
  2. Controlled substance prescription pads costs will be borne by La Clínica.
  3. Hospital privileges will be paid by La Clínica for regular, benefited medical providers, for those provides who have hospital coverage responsibilities assigned.
  4. CURES Registration Costs will be paid by La Clínica (also see **paragraphs 73 and 134** of this Agreement).

## **VI. Schedules**

- A. Procedures.
1. La Clínica strives to have clinic schedules created and released 3 months prior to the appointments to ensure sufficient time for patients to secure appointments.
    - a. Each service/department shall designate a scheduler to develop and maintain the outpatient and inpatient coverage schedules.
    - b. Schedulers will work with the appropriate manager and associate medical director to enforce schedule requirements, including ensuring medical providers meet minimum requirements for their clinical FTE, inpatient call requirements, and scheduling of Leaves.
    - c. Any failure to comply with schedule requirements will be referred to the CMO for disciplinary action, as per the Discipline and Discharge section.
  2. Each month's schedule will be released 3 months prior to the first appointment day in that month. Therefore, to ensure smooth operations and to support timely review and approvals of requested planned leaves:
    - a. Submission of approved planned leaves (of more than 3 days) for all medical providers must be submitted to the Scheduler at least 2 weeks prior to the quarterly rolling schedule release date.
    - b. Submission of planned leaves (of more than 3 days) for all Medical Providers must be submitted to the Scheduler at least 3 months prior to a requested leave.
  3. Unplanned leave will follow the existing policy and procedure.
    - a. Unplanned illness or inability to cover after hours call coverage within 24 hours of your shift is to be reported to the department manager
    - b. Once a call schedule has been released and posted, it is the medical provider's responsibility to arrange for coverage should they require it.
  4. Medical providers will be encouraged to schedule appropriate recovery time off post night call in coordination with the departmental manager or associate medical director.
  5. The CMO is ultimately responsible for assuring appropriate health care delivery.

**APPENDIX IV: HR Orientation**

**Orientation:** The Human Resources Department will notify the Union's representative of upcoming HR department orientations for newly hired employees represented by SEIU no less than 24 hours in advance. Failure of notification by the HR Department shall not be subject to any grievance process or any other appeal (i.e. administrative, state or federal or other forums). The Human Resources Department shall not be responsible for coordination of any logistics related to Union sponsored activities.

This provision shall expire on the last day of the contract and shall not be included in any subsequent contract unless the parties negotiate its inclusion as part of a successor contract negotiations.

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## Union Classifications - Medical Care Team (Effective 12.1.2017)

Step Year & Rate	Start	1	2	3	5	7	9	11
Chronic Care Case Manager (LVN)	A 58,719	B 60,187	C 61,691	D 63,234	E 64,814	F 66,435	G 68,096	H 69,798
Clinical Laboratory Scientist	A 64,220	B 65,825	C 67,471	D 69,158	E 70,887	F 72,659	G 74,475	H 76,337
Licensed Vocational Nurse	A 49,509	B 50,747	C 52,016	D 53,316	E 54,649	F 56,015	G 57,415	H 58,850
Medical Assistant I	A 39,306	B 40,289	C 41,296	D 42,328	E 43,386	F 44,471	G 45,583	H 46,723
Medical Assistant II	A 41,329	B 42,362	C 43,421	D 44,507	E 45,620	F 46,760	G 47,929	H 49,127
Medical Assistant III	A 42,304	B 43,362	C 44,446	D 45,557	E 46,696	F 47,864	G 49,060	H 50,287
Medical Assistant IV	A 43,280	B 44,362	C 45,471	D 46,608	E 47,773	F 48,967	G 50,192	H 51,447
Nurse Practitioner	A 101,341	B 103,875	C 106,472	D 109,133	E 111,862	F 114,658	G 117,525	H 120,463
Nurse, Certified Mid-Wife	A 101,341	B 103,875	C 106,472	D 109,133	E 111,862	F 114,658	G 117,525	H 120,463
Optometrist	A 94,024	B 96,375	C 98,784	D 101,254	E 103,785	F 106,380	G 109,040	H 111,766
Physician Assistant	A 101,341	B 103,875	C 106,472	D 109,133	E 111,862	F 114,658	G 117,525	H 120,463
Physician Family Practice (Bd Elig/Cert)	A 161,396	B 165,430	C 169,566	D 173,805	E 178,150	F 182,604	G 187,169	H 191,848
Physician Internist	A 161,396	B 165,430	C 169,566	D 173,805	E 178,150	F 182,604	G 187,169	H 191,848
Physician Ob-Gyn	A 191,676	B 196,468	C 201,380	D 206,415	E 211,575	F 216,864	G 222,286	H 227,843
Physician Ob-Hospital -Add. Premium	A 19,168	B 19,647	C 20,138	D 20,642	E 21,158	F 21,686	G 22,229	H 22,784
Physician Pediatrician	A 161,396	B 165,430	C 169,566	D 173,805	E 178,150	F 182,604	G 187,169	H 191,848
Registered Nurse I (AA)	A 63,624	B 65,214	C 66,845	D 68,516	E 70,229	F 71,984	G 73,784	H 75,629
Registered Nurse II (BA)	A 75,192	B 77,072	C 78,999	D 80,974	E 82,998	F 85,073	G 87,200	H 89,380
Registered Nurse III (Psychiatric)	A 80,471	B 82,483	C 84,545	D 86,659	E 88,825	F 91,046	G 93,322	H 95,655



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**Collective Bargaining Agreement for La Clínica and SEIU1021**

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- 179 During the term of this Agreement there shall be no Lockout by the Employer and there shall be no Strike, Picketing, or other economic action by the Union and the employees covered by this Agreement.

LA CLÍNICA DE LA RAZA

DATED: 11/30/17

By: Jane Garcia  
Jane Garcia, CEO

By: Sandra Ruiz  
Sandra Ruiz, HR Director

- Bargaining Team Members:**
- Dr. Ariane Terlet
  - Philippa Barron
  - Leslie Preston
  - Sandra Ruiz
  - Dania Torres Wong

SERVICE EMPLOYEES INTERNATIONAL UNION,

LOCAL 1021 DATED: 11/30/17

By: Santos Quintero  
Santos Quintero

By: Angel Valdez  
Angel Valdez

- Bargaining Team Members:**
- Santos Quintero
  - Sandra Camacho
  - Laura Ocón
  - Bonnie Merritt
  - Jennifer Ordoñez
  - Molly Soto
  - Laura Plasencia
  - Angel Valdez
  - Eliza Blea
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Jane Garcia, CEO

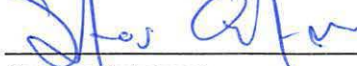
By:   
Sandra Ruiz, HR Director

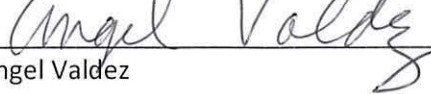
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