

La Clinica de la Raza Package Proposal to SEIU 1021

The following is a final **package** proposal that La Clinica offers to SEIU. This **final** package proposal would need to be accepted as a complete package and may only be accepted as a package in its entirety. The term of the agreement will be September 1, 2024 – August 31, 2027.

With the submission of this package, all prior La Clinica packages are withdrawn and items in those packages will revert to their status before inclusion in the package. For the ease of the reader, the changes from the prior package have been made in **red**. This January **27**, 2025, package will continue in effect until January **31**, 2025, at 5 p.m., if a tentative agreement on the package is not reached by that date and time the package is withdrawn in its entirety.

All previously agreed to Tentative Agreements that have been reached between the parties shall be part of the total Tentative Agreement.

This package shall represent a total agreement between the parties.

Language from the prior package dated 1/14/2025 which was part of an introduction starting with the sentence, “After careful review....and ends on the second page with “La Clinca’s financial picture.”, has been deleted from this final package.”

Existing tentative agreements:

Party	Proposal	Section & Title	Date Signed:	Time:
LCDLR	1	IV. Employment Status - Mileage and Parking reimbursement (17)	7/25/2024	2:47pm
LCDLR	1A	VI. Employment Status (18)	6/13/2024	2:35pm
LCDLR	1C	VI. Employment Status (21.3)	6/13/2024	2:37pm
LCDLR	2	VII. Probation (31)	6/27/2024	11:56am
LCDLR	6	XIII. Salary Structure (72)	7/25/2024	2:20pm
LCDLR	8	XVI. Retirement Plan (84) REVISED #8	6/13/2024	2:58pm
LCDLR	9	XIX. Vacation (101, 102) REVISED #9	6/13/2024	3:00pm
LCDLR	9A	XVII. Holiday (94)	7/25/2024	2:30pm
LCDLR	9B	XIX. Vacation (103, 107) REVISED #9	6/13/2024	3:05pm
LCDLR	9C	XIX. Vacation (110)	9/12/2024	10:40am
LCDLR	12	XXII. Bereavement Leave (137)	10/31/2024	2:04pm
LCDLR	13	XXVI. Unpaid Leave (156) - Sabbatical	8/1/2024	11:03am
LCDLR	17	XXV. Workplace Health and Safety - Safety Committee	8/15/2024	10:51am
LCDLR	19	XXIV. Unpaid Leave (143)	8/8/2024	1:47pm
SEIU	2	III. Union Membership Dues Check Off and Notification (10)	6/6/2024	2:27pm
SEIU	3	VI. Employment Status (21.2)	6/6/2024	2:28pm
SEIU	4	VII. Probation (36)	6/13/2024	2:23pm
SEIU	7	XVIII. Holiday (95)	8/15/2024	10:25am
SEIU	9	XXI. Education Leave (126)	9/5/2024	11:37am
SEIU	10	XXI. Educational Leave (134)	8/8/2024	1:46pm
SEIU	11	XXIV. Unpaid Leave (142.1)	9/26/2024	2:11pm
SEIU	12	XXVII. Joint Labor Management Committee	6/6/2024	11:43am
SEIU	13	XVI. Retirement Plan (85)	9/26/2024	11:03am
SEIU	15	XIX. Vacation (106)	6/27/2024	10:37am
SEIU	17	XX. Sick leave (118) - Catastrophic Leave	9/19/2024	10:42am
SEIU	19	XXI. Educational Leave (134.1)	9/19/2024	10:50am
SEIU	21	X. Hiring and filling positions (43)	9/19/2024	3:16am
SEIU	23	VI. Employment Status (24)	7/25/2024	11:23am
SEIU	24	VI. Employment Status (26)	9/19/2024	10:42am
SEIU	25	Appendix I (Revised language) (3)	10/24/2024	9:45am
SEIU	33	Appendix III: Medical Providers IV. Compensation	10/31/2024	3:09pm
SEIU	34	Appendix III: Medical Providers G. After Hours Telephone Advice	9/5/2024	11:41am

COSTING ESTIMATE

Proposal	Summary of proposal and status	1 year cost union	2-year cost union	3-year cost union	Total cost union
SEIU #30 LC COUNTER	COLA Increase Y1:3.5%, 0.5% Y2:3.5%, 0.5% Y3:3.5%, 0.5%	\$1,971,228	\$4,021,650	\$6,154,447	\$12,147,325
SEIU #29 LC COUNTER	Market Increases	\$1,172,874	\$1,172,874	\$1,172,874	\$3,518,622
SEIU #26 LC COUNTER	Eliminate unpaid steps, Union \$ matrix	\$239,188	\$59,193	\$32,622	\$331,003
SEIU #19 TA	License Reimburse 50-100%	\$28,271	\$28,271	\$28,271	\$84,813
SEIU #13 TA	Retirement Match increase .10	\$79,594	\$79,594	\$79,594	\$238,782
SEIU #10 TA	Raised Tuition Travel	\$46,700	\$46,700	\$46,700	\$140,100
TOTAL		\$3,537,855	\$5,408,282	\$7,514,508	\$16,460,645

Proposal 26 and 29 do not include increasing base rates by any negotiated COLA for each year.
 Proposal 30 does not include the cost of annual step increases, nor the market increases of proposal 29.

Union agrees to TA the following:

- LC Counter of 11/21/2024 to SEIU Proposal #5 Disciplinary Notice
- LC Counter 11/21/2024 to SEIU Proposal #29
- LC Proposal 11/21/2024 #7 Health Benefits
- LC #11 11/21/2024 Education Leave
- LC Counter 11/27/2024 to SEIU Proposal #20 Bilingual Pay
- LC Counter 11/27/2024 to SEIU Proposal #26 Eliminate waiting period for some anniversary step increases

Union agrees to withdraw the following:

- SEIU #6 Holiday
- SEIU #28 Release time for Chapter President
- **La Clinica agrees to withdraw the following:**
LC Proposal 11/21/2024 #18 Triage Eliminates outdated triage language

Union Proposal #29 (corrected to match La Clinica counter proposal 11/21/2024)

- MA III: Starting rate of \$26 per hour
- MA IV: Starting rate of \$27 per hour
- Licensed Vocational Nurse: Starting rate of \$30 per hour
- Registered Nurse I: Starting rate of \$38 per hour
- Registered Nurse II: Starting rate of \$44 per hour
- Nutritionist II: Starting rate of \$34 per hour
- ~~Psychiatric Mental Health Nurse Practitioner Specialty Starting rate of \$140k~~
- DO/MD: 14%
- Psychiatrist: Starting rate \$100.30
- NP, PA, CNM = 8.5 %
- Health Educator I: Starting rate \$25.03 per hour
- Health Educator II: Starting rate \$27.91 per hour
- Health Educator III: Starting rate \$31.65 per hour
- Case Manager III: \$31 per hour

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

If a complete tentative agreement is reached and signed by January 31, 2025, at 5 p.m., a 3.5% increase will be applied to the pay period which begins on January 19, 2025, to be paid on the pay date February 7, 2025. If written notification of contract ratification is received by La Clinica not later than February 28, 2025, at 5 p.m., a onetime payment will be made equaling payment of the 3.5% increase retroactive back to September 1, 2024. This lump sum retroactive payment will only be paid to active union members employed at the time of payment. This payment will be made no later than the second full pay period after ratification. Retroactive payments will be paid as 2025 income as a one-time payment. These payments are not tied to specific performance metrics or conditions and will not be included in the calculation of an employee's regular rate of overtime pay under the Fair Labor Standards Act (FLSA). Contributions to the employer 403b plan will be withheld from the payment and are subject to federal, state, and local taxes.

A second increase of .5% to union classifications will occur during the first full pay period that includes June 1, 2025.

Effective the first full pay period after January 1, 2026, all bargaining unit classifications shall receive a 3.5% increase and a .5% increase the first full pay period that includes June 1, 2026.

Effective the first full pay period after January 1, 2027, all bargaining unit classifications shall receive a 3.5% increase and a .5% increase the first full pay period that includes June 1, 2027.

The payroll matrix for all classifications will retain the 2.5% difference between steps.

If a complete tentative agreement signed by both parties is reached by January 31, 2025, at 5 p.m., and written notification of ratification is received by La Clinica not later than February 28, 2025, at 5 p.m., employees will receive a ratification bonus prorated to their FTE. The bonus will be paid to those who are still employed at the time of payment. This is a discretionary payment of \$500 prorated to FTE, to be paid on the second full pay period after written notice of ratification.

A second bonus of \$500 will be paid to employees who are still employed at the time of payment, prorated to FTE. This is a discretionary payment of \$500 prorated to FTE, to be paid following the first full pay period in March 2026.

These bonuses are not tied to specific performance metrics or conditions and will not be included in the calculation of an employee's regular rate of overtime pay under the Fair Labor Standards Act (FLSA). Contributions to the employer 403b plan will be withheld from the bonus and bonuses are subject to federal, state, and local taxes.

Additionally, if a complete tentative agreement signed by both parties is reached by January 31, 2025, at 5 p.m., and written notification of ratification is received by La Clinica not later than February 28, 2025, at 5 p.m., a one-time floating holiday will be granted to bargaining unit members employed at the time of ratification who are eligible for floating holidays. This floating holiday will not be added to the ongoing list of holidays, this is a onetime event. The one-time floating holiday will be added to the employee accruals no later than the 2nd full pay-period following ratification. A second floating holiday will be added to Article XVIII. Holidays, changing total holidays to fourteen (14) and "Three floating Holidays" to "Four", this additional floating holiday will be added to accruals in April 2025 and future accruals will be quarterly (April, June, October, January). Unused Floating Holidays may accumulate to a maximum of 4 days (equivalent to 32 hours for Full-Time Staff Members).

LC Counter Proposal to SEIU Counter Proposal Appendix III #31

Appendix III: Medical Providers

Agreement on Medical Provider On-call and Work Issues.

I Position Descriptions

A. Job Descriptions

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~~ **Director of Medical Operations** indicating the professional job requirements, skills, and ~~hours of operations schedule~~ for the specific position.

B. Medical provider positions include:

1. Certified Nurse Midwives
2. Internists
3. Family Physicians
4. Nurse Practitioners
5. Obstetrician/Gynecologists
6. Ophthalmologists
- Optometrist**
7. Physician Assistants
8. Pediatricians
- 9. Psychiatric Mental Health Nurse Practitioner**
10. Psychiatrists

C. License and Certifications

Medical providers must maintain a California license in their professional class. ~~Medical providers must have been~~ and be board-certified/board-eligible ~~at the time of graduation from their training program. It is the expectation of La Clinica that newly board-eligible providers take the relevant board certification examination within two years of graduation from post-graduate training.~~

All Credentialing and Privileging requirements to provide patient care on behalf of La Clinica must be current and are a condition of employment.

II. Outpatient Duties

A. Professional Clinical Services

Consistent with their professional status, medical providers shall contribute to all activities associated with delivery of patient care and maintenance of the practice. ~~This may include clinical oversight of students, residents, fellows, nurse practitioners, physician assistants, and certified nurse midwives.~~

~~Clinical oversight by MD/DOs for NP/PA/CNMs may be formalized when needed as delegation of services agreement of PAs and as physician supervisors of NPs for health plan credentialing purposes.~~

~~The statement below pertains to all medical providers listed in 1B with the exception of ophthalmologists' and optometrists' who do not receive follow-up time due to their specialized training and skillset. Their training emphasizes patient exams and treatments rather than administrative follow-up. Administrative follow-up is managed by support staff and through streamlined systems that handle follow-ups without needing ophthalmologists' or optometrists' direct involvement.~~

Medical providers are exempt professionals, and shall provide direct patient care for 80% of **their clinical FTE with the exception of ophthalmologists'**. The remaining 20% of their FTE will be used for follow-up activities related to patient care-follow-up **which include:**

- ~~Completion of patient charts and visit documentation within 72 hours of the visit per our EHR/Medical Record Completion policy and procedure~~
- Patient care issues matters, including timely Inbasket management
- Participating in peer review, departmental and committee meetings
- Contributing to quality improvement endeavors at the site and agency-wide levels

~~Follow-up time can be either blocked or integrated into the schedule at the discretion of site management taking into account provider preference whenever possible.~~

B. Quality Improvement Activities

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

- 1) Assisting in the development of practice guidelines
- 2) Participating in peer review, departmental and committee meetings
- 3) Contributing to quality improvement endeavors at the site and agency-wide levels
- 4) **Coordinating with site Quality Improvement staff and Care Team to help close gaps in care**

These Quality improvement activities will not be scheduled during providers' lunch. ~~or follow-up time. Providers will be allotted a daily unscheduled lunch break with a duration of no less than 30 minutes and no more than 60 minutes.~~

LC Counter Proposal to SEIU Proposal Appendix III #32

C. Patient Access

4. When a provider ~~has~~ is providing clinical ~~supervision support~~ education to one or more learners/students/~~observers shadowing them~~, their schedule will be reduced by approximately ~~one to two (1-2)~~ **two (2)** patient appointment slots ~~per learner/student/observer~~ per clinic shift ~~upon preceptor request~~. as deemed appropriate by the CMO or designee. **The clinical supervisor must be available in person.**

5. Provider on-boarding

All new provider hires shall receive ~~adequate~~ time to gradually ramp up ~~over 6 months~~ to achieve productivity standards. New NP/PA/CNM's will have a six (6) month ramp-up period, and new MD/DOs will have a three (3) month ramp-up period.

A provider who is providing clinical support to new NP/PA/CNM's will have their schedule blocked by two (2) patient appointment slots per clinic shift, per new hire.

~~In order to provide adequate clinical support to new NP/PA/CNM's, they will have an assigned mentor who has their schedule blocked by two (2) patient appointment slots per clinic shift, per new hire (6 months or less), unless mutually agreed otherwise by management and the mentoring provider.~~


~~When a provider is providing clinical supervision support to a new hire their schedule will be reduced by two (2) patients appointment slots per clinic shift per new hire.~~


~~Clinical supervision does not include the cosigning of charts.~~


~~It is the expectation for AMDs to provide mentoring for new providers hires and cosign patient charts for new NP/PAs, which the AMD may delegate as appropriate. If the AMD is out of the clinic for an extended period of time, the provider expected to provide the mentoring, and cosign of charts, will have their schedule reduced by 40% per clinic shift.~~

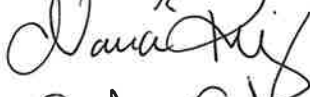
**TENTATIVE AGREEMENT REACHED
on complete package, January 27, 2025.**


FOR SEIU 1021:

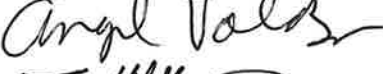
Bailey Bangerter 


Ivonne Aguirre 


Carmen Rivas 


Norma Ruiz 


Santos Quintero 


Angel Valdez 


Joyce Silva 


Karen Barron Maturano 


Ana Hernandez 


Garrick Hong 

Iramis Kouromenos 

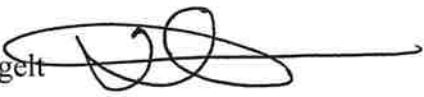
Adin Vaewsorn 


David Canham 


Eyling Colmer 


Peter Masiak 


FOR LA CLINICA:


Ron Weigelt 


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Alyana Renzi 

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