

Union Counter Proposal to

Proposal #1 LC

Article 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 **the same position classification** to another **employer's La Clinica** location within the same county **where** the employee is regularly assigned as required by operational and patient care needs. Management will first re-deploy volunteers. Involuntary redeployment shall be based on a rotating basis determined by the department manager. **Employees may be deployed on a temporary basis outside of their county only if they volunteer to do so. Additional mileage shall be reimbursed as well as any non-commute travel expenses.**

TA 7/25/24

Union
 Sub-Office
 Angel Valdez

LC


La Clinica de La Raza

Date: 6/13/24
Time: 2:29

Proposal #1A LC

Article VI Employment Status

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 redeployment shall be based on a rotating basis determined by the department manager.

TA 6/13/24

Union
Santos Am



6-13-2024

La Clínica de La Raza

Date:

Time:

Proposal #1C LC

Article VI Employment Status

21.3 ~~Effective September 1, 2021, for any~~ Employees hired into SEIU classifications under Article VI, Paragraphs 21-22 of this CBA, La Clínica agrees to include in the quarterly report, outlined in Paragraph 21.2, the reason La Clínica has hired this employee (as a substitute for regular employees who are on vacation, sick leave, or leave of absence; to fill a temporary need during periods of increased work; to fill positions of an anticipated short duration; or to staff a one-time project) and the employee's expected end date for the current assignment. If the employee's end date is extended, La Clínica will inform the Union within two pay periods of the extension, the reason for the extension, and the revised end date for the assignment. Such extended employees will be included on the next quarterly report with the reason for the extension and the revised expected end date. Additionally, La Clínica will include a report of the "on call" employees that includes their names, job titles, "on call" start dates, and total hours per pay period.

TA 6/13/24



LC 6-13-2024

Union

Sto Av

Angel Veldz

6/13/24

2:36 PM

Union Counter Proposal to

Proposal #2 LC

Article VI Employment Status

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~~ **and vacation but cannot use accrued vacation** until completion of probation. Upon completion of probation, vacation accrues on an accelerated basis as set forth in paragraph 101.

Union

Sch. Cdr

Angel Valdez

6/27/24

~~TAD~~ 6-27-2024 LC

Union Counter Proposal to

Proposal #6 LC

XIII. Salary Structure

72. The minimum wages, ~~and~~ salary structure **and salary matrix** for all employees, full-time or part-time, covered by this Agreement shall be as set forth in Appendix "I". **The salary matrix will be published and available on La Maquina.**

TA 7/25/24

Union
Superior
Angel Valdez

LC


Proposal #8 LC CBA – corrected paragraph 6/13/2024 83 to 84

XVI. Retirement Plan

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 Plan Financial Administration, will evaluate recommendations from employees and decide on funds to be included in the plan beginning on January 1 of the following year.

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.

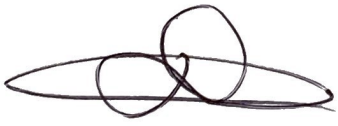
~~**Credit Union** - contributions can be deducted as designated by the employee.~~

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.~~

TA 6/13/24


6-13-2024
LC

Union
St. Ana
Angel Valdez
6/13/24
2:58PM

Proposal #9 LC CBA - REVISED 6 13 2024 101 & 102

XIX. Vacation

101. Newly hired employees must complete probation before ~~any vacation~~ using accrued vacation. After this period, the vacation leave accrual will be adjusted to meet the Annual Accrual Rate schedule in Section 100 above. 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 their discretion may allow pay for up to 80 hours of accrued vacation time in one 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 or designee.

TA 6/13/24

Union

~~LC~~ LC
6-13-2024

Subo Ju
and Kelly
6/13/24
3:00PM

6/13/24
3:05 pm

XVIII. Holidays

4. Holiday During Regularly Scheduled Work Day Off. If a holiday occurs on an employee's approved regularly scheduled day off, the supervisor will grant the employee 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 67.1 hereof, or on the immediately preceding Saturday, as may be agreeable to the employee and the supervisor. **Providers providing inpatient or after hours calls** ~~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.

TA 7/25/24

Union
Sibos On
Angel Volby

LC


DATE

TIME

Proposal #9 LC CBA - 6/13/2024 formatted

98

103. ~~An employee has eighteen (18) months in which to take their 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.

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.

TA 6/13/24



LC 6-13-2024

Union

Santa Clara

Angel Valdez

3:05 PM

La Clinica de la Raza

Date: 9/5/24

Time: 11:17pm

Revised

LC Counter to Union Counter Proposal to

Proposal #9C LC

XIX. Vacation

110. All vacation leave requests must be submitted with as much advance ~~time notice~~ as possible to the supervisor ~~on the Leave Request Form through the payroll system~~. Vacation periods greater than three (3) days should be requested at least one (1) month in advance whenever possible. **When requesting time off for hours not yet accrued, the request shall be sent ~~notification~~ to the supervisor for total hours requested ~~can be submitted~~ via email. The supervisor ~~will~~ may then approve the request based on sections 109, 111 and 112 of the CBA for the hours currently available in the payroll system. The supervisor ~~and~~ may honor the request for the remaining time with the assumption that the employee will have enough accruals at the time of the vacation. ~~not yet accrued as unpaid time off~~. Once the employee has accrued the additional paid vacation hours, the employee shall request the additional ~~paid vacation hours~~ time in the payroll system. The supervisor ~~will~~ may then approve ~~adjust~~ the additional request ~~accordingly~~ in the payroll system.**

In the event the employee does not have sufficient accruals at the time of the vacation then paragraph 106 of the CBA applies.

TA

~~JD~~
9-12-2024
10:40 am

Union
Jr Or
Angel Valdez

Date: 9/12/2024

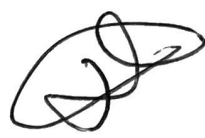
Time: 10:46 AM

Counterproposal to SEIU Counter to LC Proposal #12

XXII. Bereavement Leave

137. Bereavement leave is available to eligible employees upon employment for a death in their immediate family (parents, spouse, registered domestic partner or significant other, children, substitute parents, siblings, grandparents, in-laws, and any relative living in their 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. 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. will be granted in accordance with California State law. An annual total of five days of paid bereavement leave will be allotted per fiscal year, all other periods of bereavement leave beyond these 5 paid days per fiscal year will require the use of unpaid or accrued leave or a combination of both. Bereavement leave will cover parents, spouse, registered domestic partners or significant other, children, substitute parents, siblings, grandparents, grandchildren, in-laws, **uncles, aunts, cousins,** and any relative living in their household. **However, La Clinica may voluntarily allow bereavement leave to be taken upon the death of another person with whom the employee has a relationship.**

If the employer requests documentation of the death, the employee will provide it. However, the employee is not required to provide such documentation before the employee begins the leave. The employee will provide this documentation within 30 days of the first day of the bereavement leave. This documentation may be in form of a death certificate, obituary, or written verification of death, burial, or memorial service from mortuary, funeral home, burial society, crematorium, religious **institution**, or government agency.


LC

10-31-2024 2024

Union
Stos
Angel Valdez

LC Revised Proposal #13

XXIV. Unpaid Leave

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 their former classification. **The employee will be required to pay for available benefits, including Medical, Dental, Vision, and the Flexible Spending Account (Health Care and Dependent Care), if they want them continued while on unpaid leave.**

Sabbatical leave.

TA 8-1-2024

LC



Union

Santos
Angel Valdez

8-8-2024
Date: 10:51
Time: _____

Union Counter Proposal to Proposal #17

XXV. Workplace Health and Safety

157.2 (new) Safety Committee. La Clinica will establish a Safety Committee which will periodically review the Injury and Illness Prevention Program of La Clinica (the IIPP is a requirement of Cal/OSHA's, CCR Title 8, Section §3203, which requires all employers to include in their safety program a system for communicating with employees). The committee will meet once every other month starting in July 2024, or more or less often by mutual agreement. The committee shall meet for no more than two hours per meeting and may meet in person or virtually. The committee will include **six (6) members of La Clinica Management team** ~~two staff from Human Resources, three and six (6) SEIU members, Risk Manager, Office of the Medical Director, Ergonomics, Emergency Preparedness, three unrepresented staff.~~

In accordance with the Department of Industrial Relations (Cal-OSHA) §3203 – La Clinica will ensure that the IIPP is documented and readily available to all staff on the agency's intranet. It is accessible for reference and review. Safety Committee responsibilities will include **reviewing internal process to resolve ongoing work safety issues in addition to** updating the IIPP regularly to reflect any changes in regulations, industry best practices, or internal policies. This ensures that the program remains relevant and effective.

La Clinica will continue to incorporate the review of the IIPP into the on-boarding process for all new hires. This ensures that new employees are familiar with the program from the outset and understand their role in maintaining a safe and healthy work environment.

The IIPP will include the Workplace Violence Prevention Plan (WVPP). This section addresses the specific risks and measures for preventing workplace violence, as required by California Code of Regulations (CCR) Title 8, Section §3342. La Clinica will provide comprehensive training and education to employees on workplace violence prevention strategies, including identifying warning signs, de-escalation techniques, and reporting procedures.

La Clinica


TA

8-15-2024 11:24 am

Union
Safety
Angel Kelly

Date: 8/2/24

Time: _____

LC Proposal #19

XXIV. Unpaid Leave

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.

The employee will be required to pay for available benefits, including Medical, Dental, Vision, and the Flexible Spending Account (Health Care and Dependent Care), if they want them continued while on unpaid leave.

8-2-2024

TA
~~Request~~
La Clinica

Shos Or
Angel Valdez