

Settlement Agreement between SEIU Local 1021 and La Clinica De La Raza

Recitals

Whereas,

1. The Parties, SEIU Local 1021 ("Union") and La Clinica de la Raza ("La Clinica"), negotiated a Collective Bargaining Agreement ("CBA") with a term of October 1, 2010 through September 30, 2012; and
2. As part of the CBA, the Parties agreed that movement through step system would remain frozen until July 1, 2012, at which time they will resume and employees on the step system will move one step on the first full pay period in July 2012; and
3. Pursuant to those negotiations, the Parties agreed to changes for Appendix III, dealing with agreement on Medical Provider On-call and Work Issues; and
4. The Parties currently dispute whether an agreement was reached to add a Step 20 to the salary matrix for medical providers; and
5. As part of the negotiations for the CBA, the Parties agreed to maintain the previously agreed upon terms regarding "Payment For Part-Time Employees" with regard to holiday pay as outlined in Paragraph 96 of the Parties' CBA; and
6. Paragraph 96 of the CBA states, "Eligible part-time employees shall receive prorated 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."; and
7. Since agreement on those terms, the Parties have been made aware that the practice for some FLSA exempt represented part-time employees at certain medical clinic locations within La Clinica has not followed the provisions of Paragraph 96 of the CBA. Some FLSA exempt part-time employees working a full day on a holiday have received pay for actual hours worked rather than pay based on their prorated FTE rate; and
8. The Union does not have pending against La Clinica any claim, charge, grievance, or action in or with any federal, state or local court or administrative agency regarding the matters described above; and

9. The Union, however, may assert a claim regarding the matters described and the Parties recognize and agree that pursuit of those claims would involve protracted and expensive legal proceedings; and

10. The Parties desire to resolve this current dispute and reach agreement on the terms and conditions of employment for employees represented by the Union for the term of the CBA, and desire to settle, completely and for all time, any and all disputes and/or differences between or among them which have been asserted or could be asserted by either of them, arising out of the matters set forth above, in order to avoid the cost, expense, risk, inconvenience, uncertainty and distraction of litigation. Mindful of any differences in perspectives regarding the matters stated above, the Parties wish to fully, finally, and amicably settle and resolve all claims and disputes between them on the terms set forth in this agreement;

Now, therefore, in consideration of the mutual covenants and promises set forth below and for other valuable consideration, receipt of which is hereby acknowledged, it is agreed as follows:

11. Upon execution of this Agreement, the Parties agreed that La Clinica shall add a Step 20 to the Salary Matrix for Medical Providers only. This agreement shall be reflected as a new subsection A(5) in Section V Compensation of Appendix III;

12. Upon execution of this Agreement, for employees hired on or before the execution of this Agreement, the Parties agree to maintain the status quo practice regarding scheduling and payment for hours worked on an observed holiday for FLSA exempt represented part-time employees at the medical clinic locations. During the term of the current CBA, for employees hired on or before the execution of this Agreement, each location at La Clinica will maintain the practice utilized prior to the execution of this Agreement for scheduling and paying FLSA exempt represented part-time employees.


13. Upon execution of this Agreement, the Union will dismiss and agree to waive the right to file any and all claims, whether known or unknown, against La Clinica concerning the matters described herein and any other administrative or judicial claims against La Clinica, including but not limited to, any grievance regarding the matter described herein, and will not

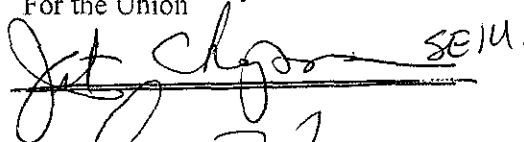
file any other charge, assertion, claim, or action of any kind against La Clinica resulting from or in connection with the matters described herein, based on actions occurring up to and including the date of full execution of this Agreement.

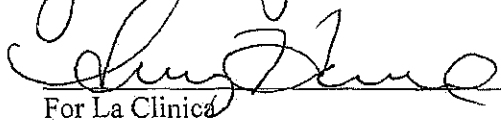
14. The Union acknowledges that La Clinica's commitment described in Paragraphs 11 and 12 constitutes valuable consideration, and is made solely for the purpose of promoting peace and preventing involvement of protracted litigation, and does not constitute an admission or concession by La Clinica of any liability on account of the matters described herein, or any other matters, liability for which La Clinica expressly denies.

15. The Parties specifically acknowledge and agree that this settlement is a compromise which shall not operate as nor be considered as evidence of a practice or past practice of La Clinica or of a precedent in the future, nor shall it operate explicitly or implicitly to alter or modify any part of the CBA other than Appendix III as described in Paragraph 11.

16. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements between the Parties, written or oral, pertaining to the subject matter of this Agreement. It is hereby understood and agreed that, other than those that are expressly contained herein, no party has made any promises, representations, understandings, or warranties. The terms of this Agreement are contractual and not a mere recital.


For the Union

 SEIU.


For La Clinica

ALLYSON HAUCK

10-4-2011
Date

10-4-2011

7-28-2011
Date