La Clínica De la Raza

Date:<u>JVN0</u>24,2024 Time:<u></u>J0:40AM

Counter Proposal- SEIU PROPOSAL: #7

XVIII. Holidays

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 that will fall within 6 months of the original holiday. The supervisor will email payroll of the date and if the holiday is not taken on the agreed date, it will be paid out the following pay period. 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 such employees shall have the option of holiday pay or paid day off (prorated if less than full time) to be scheduled at mutually agreeable later date. The supervisor and the employee will agree on a date for the alternative holiday that will fall within 6 months of the original holiday. The supervisor will email payroll of the date and if the holiday is not taken on the agreed date, it will be paid out the following pay period.

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Date: 8/29/2024

LC Counter to SEIU Proposal #9 Revised

XXI. Educational Leave

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 and/or online education will be given a maximum of ten (10) work days to pursue such continuing education. Employees may use up to five (5) workdays or 50% of an employee's educational leave, provided in this paragraph, may be used for online, selfpaced, individual, independent, non-interactive, available at any time training also known as asynchronous training. The other five (5) workdays or 50% must be in person or online, in real time, live interactive training is counted as identical to in person training (synchronous).or home study training education. Traditional schooling in a classroom and two-way video training is synchronous (people can ask questions and have interactive conversations) Exceptions to allow for additional hours for online or home study training education may be submitted by the employee's supervisor. 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.

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(LC Counter) SEIU Proposal # 10

XXI. Educational Leave

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 \$1000 (MDs, Psychiatrists, Ophthalmologists, Optometrists, Dentists, Certified Nurse Midwives, Nurse Practitioners, Physician's Assistants, and Dental Hygienists)

\$450 \$700 (Psychologists, Pharmacist, Nutritionist, Case Manager I/II/III, Podiatrist, Medical Technologist, Behavioral Health Clinician I/II, *Psychologist/Behavioral Medicine Specialist* Integrated Behavioral Health Clinician I/II, Mental Health Resource Specialist, Registered Nurse, and Licensed Vocational Nurse and *Clinical Laboratory Scientist*)

\$300 \$500 (all others) for tuition, travel and meal costs per fiscal year.

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

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SEIU 1021 Counter to LC Counter to SEIU 1021 Proposal #11

XXIV. Unpaid Leave

142.1 Parental Leave for School Visits

Employees who are parents, guardians, or grandparents who have custody, of one or more school age children (i.e., kindergarten to 12th grade) may take up to forty (40) hours each school year, but not more than 8 hours per month, to participate in activities of the school for each child. Employees must give reasonable notice of such a request, at least 10 days is preferred. Employees will have the option to use existing vacation time, or their personal paid day in lieu of taking the time unpaid.

Employees may take up to 40 hours off work each year for a school related emergency or their children's school activities. This applies to employees who have children in school grades K through 12 or licensed childcare provider for a child. Leave may be used to enroll or re-enroll a child in a school or with a licensed childcare provider; only 8 of the 40 hours may be used to find, enroll, or re-enroll a child or address a "childcare provider or school emergency." Emergency situations means that an employee's child is unable to remain in a school or with a licensed childcare provider because: the school or licensed childcare provider has requested that he or she be picked up; the child is exhibiting discipline or behavioral problems; there is a school closure or unexpected unavailability of a licensed childcare provider, or there is a natural disaster. To qualify for leave for school activities leave, a person must be a "parent" and have a child of the age to attend kindergarten or grades 1 to 12; or is with a licensed childcare provider. A "parent" includes a legal guardian, stepparent, foster parent, grandparent, or person standing in loco parentis to the child. Parents must give notice to their La Clinica manager if they intend to take leave and submit the request in the timekeeping system. La Clinica can ask for proof that the employee took time off for school activity-related purposes. For leave purposes, employees must use existing vacation days, personal days, or other compensatory time or leave without pay as provided by the CBA. If both parents work in the same department for La Clinica only one parent can take leave at any time., the parent who files first for leave is given priority. La Clinica may allow both parents to take leave, but that is up to La Clinica.

SEIU PROPSAL: Proposal #12

XXVII. 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 ten (10) members of the Committee with the Employer to designate up to five (5) members and the Union to designate up to four (4) union members plus one (1) SEIU Representative. 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.

Date:	09/26/2024
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Proposal # 13 Revised

XVI. Retirement Plan

85. Retirement Plan: Effective the first full pay period after Union ratification and Employer adoption of the successor MOU, the Employer shall contribute the following amounts on behalf of all eligible full-time and regular part-time employees per regular paid hour worked: \$0.94 \$1.04 per hour from the completion of probation until the third anniversary of hire, \$1.10 \$1.20 per hour from the third anniversary of hire until the tenth anniversary of hire, \$1.29 \$1.39 per hour from the tenth anniversary of hire until the twentieth anniversary of hire, \$1.68 \$1.78 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.

(TA) 9-26-2024

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Proposal # 15

XIX. Vacation

106. <u>Vacation Leave. Extended.</u> When an employee wants to take a vacation that requires more time than the vacation leave earned, the employee may request that his/her their vacation be extended by leave without pay. Only the Chief Executive Officer or designee may approve a vacation extension request.

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Proposal # 17 Revised

XX. Sick Leave

Catastrophic Leave Donation. With prior approval of the CEO, employees may donate 118. accumulated paid leave to another employee who has exhausted their 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 to the affected employee. Catastrophic as used in this section means: Illnesses consistent with a medical emergency as defined by the l.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.

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LC Revised Counter to SEIU Proposal # 19

XXI. Educational Leave

134.1 All benefited employees in the classifications, included but not limited to the including but not limited to those 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% 100% 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, OB/GYNs, Behavioral Health Clinicians I and II, Integrated Behavioral Health Clinicians I and II, Psychologists (BMS), Dentists, Dental Hygienist, Registered Dental Assistant II, Registered Dental Assistant in Expanded Functions III, IV, Licensed Vocational Nurse and Optometrists, Clinical Laboratory Scientists, X-Ray Technician, Pharmacy Technician, and Pharmacists. Certification(s) shall not be eligible for

reimbursement

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LC Counter Proposal to SEIU Counter Proposal 9.19.24 # 21

X. Hiring and Filling of Positions

43. Internal Posting. All openings vacancy announcements, including management positions as La Clínica deems appropriate, shall first be announced through the internal job posting procedure, and via email to all bargaining unit employees on the rehire list. Vacancy announcements-shall be posted through a link on the following: La Maquina, The Sheet, and the HRIS System Clínica's website and send via email 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 All site departmental job-vacancy vacancies announcements shall be announced or distributed at scheduled staff meetings within La Clínica to ensure staff awareness of position opportunities within their departmental site. All internal and external job posting are available at LaClínica.org.

9/14/24



VI. Employment Status

24. Work Out of Class. Employees shall be 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 paragraph 25 and 26 below:

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Proposal #24 Revised

VI. **Employment Status**

Temporary assignments in a higher classification shall be assigned in writing and of a total of 26. 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.

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Proposal #25

Appendix I

3) Credit for Prior Experience: Based upon practical relevant La Clinica or outside experience in a clinic setting, a new hire in any classification may shall 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 Clinica.

3a) The language in section 3 shall be added to Salary Matrix.

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LC Counter Proposal to SEIU Proposal Appendix III #33

Appendix III: Medical Providers

III. In-Patient Duties

- A. Alameda County inpatient services will be covered by: Family Practitioners, OB/GYNs, Pediatricians, and Certified Nurse Midwives who are benefitted or at 50% or greater FTE. Other medical providers may be added to inpatient shifts with the approval of the CMO or CMO Designee.
- B. Obstetric First Call Inpatient Services will be covered by: Family Practitioners and Certified Nurse Midwives. On rare occasions, when FP or CNM are not available, OB/GYNs will cover inpatient services.
- C. Obstetric Back-Up Call will be provided by: OB/GYNs, FPs with OB Fellowship training of who, based on their experience, can obtain hospital OB credentials, may be considered.
- D. Day/Night/Weekend/Holiday Inpatient Service Call are all considered "Core" duties for Family Physicians, Midwives, Obstetrician/Gynecologist and Pediatricians working in Alameda County primary care clinics. Participation in each element is required unless exemption is given in writing by CMO.
- E. Pediatric Inpatient Services (Newborns) will be covered by pediatricians. Coverage will be assigned based on clinical and operational needs.
- F. There are no hospital based services currently required for Internists, Ophthalmologists and Psychiatrists. If such services are established during the term of their 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.

G. Parameters for Inpatient Work

- 1. Fee tickets must be submitted to La Clinica's billing department within 72 hours of encounter to ensure revenue collection for funding the inpatient program.
- 2. Completing and submitting fee tickets within these timeframes are a critical responsibility and is considered mandatory.
- 3. All First Call shifts integrated into a provider's FTE are a contractual obligation and must be worked by the provider. Hours worked in the

hospital shall be translated directly into the exact FTE equivalent for OBGYN day call shifts.

4. All First Call shifts that are part of a provider's integrated FTE must be scheduled around approved time off or within an adjacent month.

IV. 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 total
 - b. third and fourth year: 20 days total
 - c. fifth year and beyond: as per Union Contract.
- 4. Controlled substance prescription pad costs will be borne by La Clínica
- 5. Hospital privileges will be paid by La Clínica for those regular, benefited medical providers who have hospital coverage responsibilities assigned. The CMO may elect to cover hospital privileges for some on-call providers.
- 50% 100% of CA Medical License fees and DEA registration and renewal fees will be covered by La Clínica for all benefited employees listed in Appendix III.
- 7. Two weeks of Educational Leave time and \$700 \$1,000 of education reimbursement will be provided to physicians, \$450 for NPs, PAs and CNMs.

B. Compensation for Inpatient Work for 's **OBGYNs** (L&D, Emergency Room, Surgery):

All employees in this bargaining unit in the OB OBGYN classification who perform hospital duties shall be entitled to an OB OBGYN hospital differential based on 10% of their current step on the salary step matrix.

The payment for Back-up call duty shall be \$850 \$1050 for regular OBGYNs. Back-up Call pay is a fixed flat amount that does not increase with advancement in the salary step matrix.

- 2. Salaried FTE Compensation for contracted after hours hospital shifts. After Hours OB Call shifts will be compensated as salary and will be incorporated as additional FTE.
- a. OBGYNs may opt to an increase of 11.5% FTE as compensation for the two required After Hours First Call shifts per calendar month.
- b. OBGYNs may opt to receive a 17.3% FTE increase as compensation for assuming the obligation of 3 After Hours First Call shifts per month.
- c. OBGYNs may opt to receive a 23.1% FTE increase as compensation for assuming the obligation of 4 After Hours First Call shifts per month.
- d. OBGYNs who work additional Call Shifts above their contracted hospital FTE will be compensated with a flat rate of \$1050 per shift.
- 3. Flat rate compensation for other after hours hospital shifts for OBGYNs: OBGYNs who work additional Call Shifts above their contracted hospital FTE will be compensated with a flat rate of \$1050 per shift.
- a. OBGYN physicians may opt out of FTE integration of after hour hospital shifts and will instead be compensated with a flat rate of \$1050 for all after hours shifts worked.
- 4. Salaried FTE Compensation for contracted day hospital shifts: Weekly assigned day time OB Call shifts will be compensated as 25% FTE
- 5. Compensation for Inpatient and/or outpatient teaching OBGYNs who participate in inpatient and/or outpatient teaching may also receive additional compensation during these shifts as negotiated with the organization of the students/learners

Gynecologic surgeries may be billed as Extra Hospital Hours or Fee for Service for the procedure. OBGYN reimbursement for procedures will be reimbursed at 75% of the Medicaid rate. If multiple procedures are performed simultaneously, only the procedure with highest reimbursement will be reimbursed at 75% of FFS rates.

Effective after the successor contract is ratified by the union, La Clinica Management will notify SEIU via email when OBGYNs that provide inpatient teaching may will receive a flat rate of \$150.00 \$200 per shift working in the inpatient department with a student/learner if La Clinica is paid at least \$200 by the host institution per precepted shift.

- C. Compensation for Inpatient Work for FM Physicians and CNMs:
- 1. Salaried FTE Compensation for contracted after-hours hospital shifts. After Hours First Call shifts will be compensated as salary and will be incorporated as additional FTE.
 - a. Family Practice physicians will receive an increase of 11.5% 12.5% FTE as compensation for the two required After Hours First Call shifts per calendar month.
 - b. Family practice physicians may opt to receive 17.3%—18.75% FTE increase as compensation for assuming the obligation of 3 After Hours First Call shifts per month.
 - c. Family Practice physicians may opt to receive 23.1% 25% FTE increase as compensation for assuming the obligation of 4 After Hours First Call shifts per month.
 - 2. Flat rate compensation for other after hours hospital shifts for Family Practice Physicians. Family Practice physicians who work additional First Call Shifts above their contracted hospital FTE will be compensated with a flat rate of \$850 \$1050 per shift.
 - a. Family Practice physicians who opt to work 100% FTE in clinic may decline integration and will be compensated with a flat rate of \$850 \$1050 for all after hours shifts worked.
 - b. Flat rate compensation for other after-hours hospital shifts for Certified Nurse Midwives who work additional First Call Shifts above their contracted daytime hospital FTE will be compensated with a flat rate of \$850 \$1050 per shift.
 - c. Effective after the successor contract is ratified by the union, La Clinica Management will notify SEIU via email when FM Physicians and CNMs that provide inpatient teaching will receive a flat rate of \$150.00 \$200 per shift in the inpatient department with a student/learner if La Clinica is paid at least \$200 by the host institution per precepted shift.
- 3. FM Physicians and CNMs that provide inpatient teaching may also receive additional compensation during these shifts as negotiated with the organization of the students/learners.
 - D. Compensation for Inpatient/On-Call Work for Pediatricians:
 - 1. Newborn rounds/call at Alta Bates for Alameda County Pediatricians who regularly round at Alta Bates will have (four) 4 hours integrated into their FTE for every rounding shift.

Pediatricians taking an additional daytime rounding shift/call above their

FTE allocation (but not to exceed 100% FTE), may bill 4 hours of extra hospital time for that extra shift.

Weekend newborn rounds are reimbursed as fee for service. Fee for service reimbursement of providers will be at 75% of the Medicaid rate for the service.

2. Evening call

- a. Pediatricians will receive a beeper fee of 10% of their actual hourly rate for weekday overnight call (Mon-Fri) and weekend call (Sat-Sun).
- b. Pediatricians will receive beeper fees at 10% of their actual hourly rate for the hours of 12:30pm-5:30pm on weekdays if they do not have a regular clinic in the afternoon. Pediatricians are not paid beeper fees for the hours of 12:30pm- 5:30pm if they have a regularly scheduled clinic in the afternoon that they round.

V. Schedules

A. Procedures.

- 1. La Clínica strives to have clinic schedules created and released (one) to (three) 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. Medical Providers will submit all planned leaves requests of more than (three) 3 days to the scheduler through the payroll system to their site manager and/or associate medical director at least (three) 3 months prior to a requested leave date. Leave requests submitted less than (three) 3 months prior to the requested date will be and are subject to the approval of the site manager and clinic associate medical director who are responsible for to ensuring adequate staffing and limited disruption of clinic operations.
 - c. Schedulers will work with the appropriate Site managers and associate medical directors to-will enforce schedule requirements, including ensuring medical providers meet minimum requirements for their clinical FTE, inpatient call requirements, and scheduling of Leaves.
 - d. Any failure to comply with schedule requirements will be referred to the CMO Site and Regional Leadership for disciplinary action, as per the Discipline and Discharge section.

- 2. Unplanned leave will follow the existing policy and procedure.
 - a. Unplanned illness or inability to cover after hours call **or inpatient** coverage within twenty-four (24) hours of an assigned shift is to be reported to the department manager **and the inpatient lead immediately**.
 - b. Once a call/inpatient schedule has been released and posted, it is the medical provider's responsibility to arrange for coverage if they are unable to fulfill their assigned shift.
- 3. Medical providers will be encouraged to shall schedule appropriate recovery time off post night call in coordination with the departmental their site manager or and associate medical director.
- 4. The CMO is ultimately responsible for assuring appropriate health care delivery.

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LC Counter Proposal to SEIU Appendix III Proposal #34

Appendix III: Medical Providers II. Outpatient Duties

G. After Hours Telephone Advice

Within 60 days after signing the new agreement, the parties shall meet to discuss the number of committee members and the scheduling. The parties agree to continue to negotiate for a period not to exceed sixty (60) days from the date of the first meeting limited solely to Union Proposal #22 Appendix III: Medical Providers G. After Hours Telephone Advice distributed at the bargaining table on July 29, 2021 which is attached herein as Appendix 1.

After Hours Telephone Advice is considered a "Core" voluntary element of nurse practitioners' and physician assistants', and physicians' job responsibilities. Participation is required unless exemption is provided in writing by the CMO.

1) Alameda County NPs and PAs will be reimbursed for After Hours Telephone Advice at 30% of actual hourly rate for the hours covered.

2) Solano County NPs and PAs will be reimbursed for After Hours Telephone Advice at a flat rate of \$50 per weeknight call and \$100 per weekend or holiday call.

The parties agreed to implement a hybrid after-hours advice service that will service all three counties: Solano, Alameda, and Contra Costa. La Clínica's proposed vendor (FoneMed) will be the default after-hours provider, allowing La Clínica providers to take call shifts if desired, on a voluntary basis, to earn extra income and accelerated vacation (if less than 5 yrs. at La Clínica). La Clínica will continue to utilize their current answering service to initially screen calls before passing them on to either FoneMed or the provider on call. The vendor may be changed at the sole discretion of La Clínica.

After-hours calls by La Clínica providers will be guided by the following:

- 1. It will be done on a voluntary basis
- 2. Providers volunteering to take calls must work an average of at least one shift per month, must sign up two months in advance, and agree to cover all three counties
- 3. For each shift worked, providers will be paid 37.5% of their hourly salary, multiplied by the number of hours worked for that shift. This premium only applies to the after-hours call process described in this document.
- 4. To offset the increased cost, each provider taking after-hours calls will be expected to produce on average one billable on-the-fly encounter/shift. These encounters will be reviewed quarterly by the Office of the Medical Director to determine if the average has been met.

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- 5. Providers taking after-hours calls will continue to qualify for accelerated vacation accrual per the CBA Appendix III, p 46, Item IV, B, 3. Providers choosing not to take after-hours call will not be eligible for accelerated vacation accrual.
- 6. 3) It is the expectation that providers who participate in After Hours Telephone Advice will submit all notes in the EHR system, under the telephone call template, within twenty four (24) hours.
- H. Permanent adjustments to core position essential functions must be approved by the CMO in writing.

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