

Contingent proposal:

If the County rejects this proposal the Unions proposal reverts to its proposal dated 2/21/24.

Clarification: the union last proposed increasing vacation to 4 weeks and removing language so members could combine education leave (section 10.8) to vacation potentially giving 5 weeks of vacation. If the County agrees to the 4 weeks' vacation the union would withdraw its proposal on allowing education leave to be used as vacation time.

The remainder of the Unions proposals in the article remain the same.

ARTICLE 10 - LEAVES

Section 10.1 - Vacation Accrual and Use

Each employee shall be entitled to an annual paid vacation of ~~four~~~~three~~ weeks per year. The full amount of vacation leave accrued per year is expected to be utilized within that 12-month period. In the event that the Department is unable to grant vacation requests for the full amount of vacation leave accrued within the year, the employee shall be allowed to carry over the ungranted portion to the next year.

Vacation accrual shall be considered separate and apart from the one week of paid educational leave provided for in section 10.8 below. If an employee elects not to use his/her full week of educational leave, the unused portion of that educational leave shall not be converted into, or treated as, vacation leave.

Section 10.2 - Vacation Payoff

Employees terminated from County employment shall be paid the monetary value of the proportionate amount of the unused ~~four (4)~~~~three (3)~~ weeks' vacation for the year in which the termination occurs, prorated as of the date of termination, and the monetary value of earned and unused vacation from previous years, not to exceed ~~four (4)~~~~three (3)~~ weeks.

Section 10.3 - Sick Leave

Each employee shall be entitled to use up to twenty (20) days of sick leave per year. There shall be no accrual or payment of unused sick leave.

Section 10.4 - Sick Leave Used for Care of Immediate Family

An employee who has acquired a sufficient right to sick leave with pay may be granted permission to use ~~the same~~, not to exceed ten (10) working days of such leave, in order that he/she may care for a sick or injured member of his/her immediate family requiring his/her care, or in order that he/she may obtain medical consultation to preserve his/her health. "Immediate family" shall mean the mother, father, grandmother, grandfather of the employee, or of the spouse of the employee or of the Registered Domestic Partner of the employee as defined in Article 7; and the spouse or Registered Domestic Partner as defined in Article 7, son, son-in-law, daughter, daughter-in-law, brother, sister, grandchild, brother-in-law, or sister-in-law of the employee; or any person living in the immediate household of the employee.

Section 10.5 - Family and Medical Leave

Upon request, ~~parental~~maternity/paternity leave shall be granted to natural or adoptive parents by the appointing authority for a period of three (3) months. Other family and medical leave may be approved pursuant to the County's Family and Medical Leave Policy.

The County will allow an employee who has taken family and medical leave in accordance with this subsection to complete his/her program, and/or to complete his/her California licensure requirements in paid status. This allowance is subject to the approval of the Residency Review Committee (RRC). The County will make every effort to obtain such approval from the RRC.

Residents will be compensated at 100% of their regular salary for the duration of their approved parental and other family and medical leave. Health and disability insurance benefits for residents and their eligible dependents will continue during any approved parental, medical, or caregiver leave of absence. Employees who are eligible for disability insurance benefits must apply for such benefits, and the County shall supplement those payments to ensure the resident receives 100% of their regular salary.

Section 10.6 - Bereavement Leave

Leaves of absence with pay shall be granted ~~to~~ employees in order that they may discharge the customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean the mother, father, grandmother, grandfather of the employee or of the spouse of the employee or of the Registered Domestic Partner of the employee as defined in Article 7; and the spouse or Registered Domestic Partner as defined in Article 7, son, son-in-law, daughter, daughter-in-law, brother, sister, grandchild, brother-in-law, or sister-in-law of the employee; or any person living in the immediate household of the

employee. Up to five (5) days with pay shall be granted, ~~with four (4) days chargeable to sick leave as the second through the fifth day, if necessary.~~

Section 10.7 - Leaves to Perform Jury Duty or to Respond to a Subpoena

a. Response to a Summons

An employee shall be allowed to take leave from his/her county duties without loss of wages, vacation time, sick leave or benefits for the purpose of responding to summons to jury selection or serving on a jury for which he/she has been selected, subject to the limitation that an employee shall receive paid leave to serve on a jury for which he/she has been selected not more than once during a calendar year, and provided that he/she executes a written waiver of all compensation other than the mileage allowance, which he/she would otherwise receive compensation by virtue of his/her performance of such jury duty. No employee shall be paid more than his/her regular pay as a result of jury duty service. The employee is required to notify his/her department head and the Medical Director's Office when he/she has received a jury summons and when his/her jury service is completed.

b. Jury Duty

Nothing in this section shall prevent any employee from serving on a jury more than once per calendar year; provided, however, that such additional periods of absence from regular county duties as a result thereof shall be charged, at the option of the employee, to either accrued vacation time or leave without pay.

c. Response to a Subpoena

No employee shall suffer loss of wages or benefits in responding to a subpoena to testify in court if that employee is not a party to the litigation.

d. Authorized Leave

In the event a night shift employee is called to court under the above provision, the following shall apply:

1. Swing or p.m. shift shall have authorized leave the day of court attendance; time spent in court shall be deducted from the regular shift on that day with no loss of wages or benefits.
2. Night or graveyard shall have authorized leave on the shift prior to court attendance; and that employee shall suffer no loss of wages or benefits.

e. Return to Work

For the purpose of this section, an employee who responds to a summons to jury duty and who is not selected as a juror shall not be deemed to have performed jury duty and shall return to work as soon as possible.

Section 10.8 - Educational Leave

~~Educational leave practices shall be continued in accordance with *Current Educational Leave Practices* dated March 16, 2000. This memorializes the current educational leave practices, including the procedure by which r~~ Residents may request up to five additional days of educational leave away from clinical duties to travel to and attend conferences. Employee requests for educational leave will not be unreasonably denied.

Section 10.9 - Educational Allowances

The following amounts will be available for books, including electronic books, subscriptions, software, conference registration fees and travel as appropriate, board review courses and materials, board exam fees, the USMLE exam score transcript, fingerprinting, and notary costs related to the submission of the medical license application.

Note: Provisions pertaining to American Board of Radiology are contained under Section 10.9iii below. As long as an educational allowance reimbursement form is completed accurately and approved by management, all educational allowances shall be reimbursed within forty- five (45) working days of submission to the Program Coordinator. Residents shall submit requests for reimbursement for Educational Allowances as soon as possible after the expense occurs, but no later than the end of the fiscal year ending on June 30th.

<p>a. Transitional Interns/PGY I:</p>	<p>—One Thousand dollars (\$1,000) per —Fiscal Year of the agreement</p>
<p>a. PGY I II, and above who are continuing at SCVMC:</p>	<p>—(\$1,800) per Fiscal Year of the Agreement Two thousand dollars (\$2000) One thousand eight hundred fifty dollars</p>
<p>b. Radiology Residents:</p>	<p>(i) The County will continue the current practice of reimbursements for the registration</p>

	<p>costs for AIRP and up to four thousand dollars (\$4,000) for approved AIRP travel expenses, in accordance with County policy; and,</p> <p>(ii) Up to four hundred dollars (\$400) for core examination resources, including but not limited to, Qbanks or preparation courses.</p> <p>(iii) All expenses related to the registration and exams, including travel, for the American Board of Radiology shall be reimbursed by the County, in accordance with the County's Travel Policy.</p>
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Section 10.10 - State Mandated Medical Licenses & Fluoroscopy/Radiography Permits

a) The County agrees to pay one hundred percent (100%) towards State mandated medical licensure fees and provisional licenses for all residents. Interns and Residents shall submit a completed application(s) for medical and provisional licenses to the GME Office ~~House Staff Coordinator~~ by the end of the Orientation Week. ~~The GME House Staff Coordinator shall review all applications for accuracy and completeness and shall issue a check made payable to the California Medical Board for the requisite fees. The GME House Staff coordinator will mail the completed application and Board fees on behalf of the Interns and Residents.~~

a.2) All interns, and residents are responsible for ensuring that all required documentation and transcripts are delivered on time to the California Medical Board. Each individual intern and resident will be responsible for any late penalties assessed for untimely submissions to the California Medical Board.

b) The County agrees to pay a maximum of one hundred percent (100%) towards State mandated medical licensure fees, State mandated radiography licensure and permit fees and their renewals during the term of this agreement.

c) The County agrees to pay one hundred percent (100%) of State mandated fluoroscopy permit fees and their renewals during the term of this Agreement.

- d) The County agrees to pay one hundred percent (100%) of the examination fees associated with State mandated fluoroscopy permits.
- e) The County agrees to pay one hundred percent (100%) of the examination fees associated with State mandated radiography permits.
- f) The County agrees to pay one hundred percent (100%) of the exam fees for the U.S. Medical License Exam Step 3 or COMLEX USA exam. ~~for residents with signed Santa Clara Valley Medical Center Letters of Appointment for the following years.~~