

CIR COUNTER PROPOSAL

ARTICLE 1 - RECOGNITION

The County recognizes the Union as the exclusive bargaining representative for the following unclassified coded classifications:

Job Code	Job Title
P34	Postgraduate Year V
P35	Postgraduate Year IV
P36	Postgraduate Year III
P37	Postgraduate Year II
<u>P39</u>	<u>Postgraduate Year I</u>

For the purpose of this Memorandum, an employee shall be defined as a person employed in a coded unclassified position in the bargaining unit covered by this Memorandum.

Employees are expected to provide professional medical care to patients and to receive graduate medical education encompassing hands-on experience, proctoring, guidance and supervision.

Article 2 TA On 3/6/24

ARTICLE 2 - NO DISCRIMINATION

Section 2.1- Employment

Neither the County nor the Union shall unlawfully discriminate (~~except as allowed by law~~) against employees because of race, age, sex, pregnancy, color, disability, creed, national origin, religion, Union activity, affiliations, political opinions, or sexual orientation, gender identity, or gender expression.

Section 2.2 - Union Affiliation

Neither the County, nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee in his/her free choice to participate or join or refuse to participate or join the Union.

CIR ARTICLE 3 MAINTAINS CONTINGENT COUNTER PROPOSAL (UNION WILL AGREE TO ACCESS LANGUAGE IF EMPLOYER AGREES TO ORIENTATION PAY)

ARTICLE 3 - UNION SECURITY

Section 3.1 - Dues Deductions

- a) The County will deduct dues, initiation fees, political action funds, other contributions, and any special membership assessments, from an employee's salary or wages in reliance on certification from CIR/SEIU that it has and will maintain an authorization, signed by the individual from whose salary or wages the deduction is to be made. The County will cancel or change dues deductions in reliance on information provided by CIR/SEIU about whether deductions were properly canceled or changed.
- b) When the union adjusts the level of contributions, provides notice of contributions from new employees, or provides notice of ceasing contributions, CIR/SEIU shall provide written notice of the adjustment to the County by email.
- c) No Fault
The Union agrees to indemnify, defend and hold the County harmless from any and all claims, demands, suits, or any other action arising from the provisions of this Section or from complying with any demand for termination or revocation hereunder.
- d) Leaves of Absence
Upon return from leaves of absence, the County shall reinstate the payroll deduction of Union dues for those employees who were on dues check-off immediately prior to taking leave, provided the employee has not authorized cancellation of dues check-off in accordance with the prescribed provisions.
- e) Financial Documentation
The Union shall within sixty (60) days after the end of each fiscal year provide the County with required financial documentation, which shall meet the requirements of Government Code Section 3502.5.

Section 3.2 - Bulletin Board

The County will provide CIR/SEIU with reasonable space on one (1) designated bulletin board in the Santa Clara Valley Medical Center (VMC) for Union communication purposes.

Section 3.3 – New Employee Orientation and Employee list

- a) The County shall ensure that CIR/SEIU is allotted a reasonable amount of time of no less than forty-five (45) minutes at all departmental and GME orientation

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sessions in order to disseminate information concerning CIR/SEIU. The County agrees the Union shall have reasonable access and use of the County facilities in order to conduct the CIR/SEIU presentation at the scheduled orientations.

- b) Each year, the County shall provide to CIR a list by department of all new interns, residents and fellows by April 15th or as soon thereafter as it is practicable. The list shall include their name, job title, department, work location, work and personal phone numbers, designation by post graduate years, and fellowship titles, if any, home or mailing address, ~~telephone number,~~ and personal ~~e-mail addresses~~ and work e-mail addresses that the County has on record within the County's Human Resources Information System (to the extent the newly hired intern, resident, and fellow has provided such personal information, and consistent with employee privacy requirements). Such lists will be provided to CIR every 120 days in accordance with the California Government Code.
- c) By July 1 the County shall provide to CIR a list by department of all CIR represented interns, residents, and fellows that graduated.
- d) All orientation time shall be paid at the employee's full salary.

Section 3.4 - Union Access and Use of Facility

- a) Any representative of the Union shall give notice to the Office of Graduate Medical Education or their designated representatives when entering county facilities. The Union representative shall be allowed reasonable contact with employees in County facilities provided such contact does not interfere with the employee's work and does not occur in patient care areas. Solicitation for membership or other internal Union business shall not be conducted during employee work time. Prearrangement for routine contact may be made on an annual basis with the Office of Graduate Medical Education.
- b) County buildings and other facilities shall be made available for use by the Union or their representatives in accordance with administrative procedures governing such use.

CIR ARTICLE 4 COUNTER PROPOSAL

ARTICLE 4 - OFFICIAL REPRESENTATIVES

Section 4.1 - Attendance at Meetings

County employees who are official representatives of the Union shall be given reasonable time off with pay to meet and confer or consult with management representatives or to be present at public hearings where matters within the scope of representation are being considered. The use of official time for this privilege shall be reasonable and shall not interfere with the performance of the County's services as determined by the County. Such employee representatives shall submit request for release time to the ~~Office of the Medical Director~~ Graduate Medical Education Office at least two (2) working days prior to the

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scheduled meeting. Except by written agreement ~~with~~ from the Graduate Medical Education Office ~~Office of the Medical Director~~, the number of employees excused for such purposes shall not exceed two (2) at any one time. If an employee's request for excused absence is not approved, such disapproval shall be subject to appeal to the County Executive whose decision shall be final.

Section 4.2 - Negotiating Committee

The Union negotiating team will be comprised of eligible bargaining unit members not to exceed 9 (nine). Each bargaining team member will be allowed an alternate due to the nature of house staff schedules. Not more than three (3) management negotiators shall participate in negotiations on behalf of the County.

CIR ARTICLE 5 COUNTER PROPOSAL

ARTICLE 5 - PAY PRACTICES

Section 5.1 Salaries

1. Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), but no earlier than June 10, 2024, Pay Period 24/13, all salaries shall be increased as follows over the life of this agreement:

a. Effective June 10, 2024 the minimum bi-weekly salaries for each PGY shall be:

PGY- 1	18.50%
PGY- 2	14.50%
PGY- 3	14.50%
PGY- 4	13.50%
PGY- 5	13.50%

b. Effective June 9, 2025 the minimum bi-weekly salaries for each PGY shall be:

PGY- 1	7.00%
PGY- 2	6.00%
PGY- 3	6.00%
PGY- 4	5.00%
PGY- 5	5.00%

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c. Effective June 8, 2026 the minimum bi-weekly salaries for each PGY shall be:

PGY- 1	5.5%
PGY- 2	4.5%
PGY- 3	4.5%
PGY- 4	4.5%
PGY- 5	4.5%

~~a) Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors), all salaries shall be increased by three percent (3.00%) and shall be listed in the appendices attached hereto and made a part hereof.~~

~~i) Effective June 14, 2021, Pay Period 21/13, all salaries shall be increased by three percent (3.00%) and shall be listed in the appendices attached hereto and made a part hereof.~~

~~ii) Resident Physician IV-V: five percent (5%)~~

~~b) Effective June 13, 2022, Pay Period 22/13, all salaries shall be increased by three percent (3.00%) and shall be listed in the appendices attached hereto and made a part hereof.~~

~~c) Effective June 12, 2023, Pay Period 23/13, all salaries shall be increased by three percent (3.00%) and shall be listed in the appendices attached hereto and made a part hereof.~~

~~d) Effective the first pay period following the second (2nd) reading by the Board of Supervisors of the Salary Ordinance for employees represented in this bargaining unit, the following classifications shall receive approximate realignments as listed:~~

~~All bargaining unit members—2% realignment~~

~~e) One-time Lump Sum:~~

~~Effective after ratification by the Board of Supervisors (salary ordinance amendment effective the first pay period after the second reading by the Board of Supervisors) current employees at time of signing of successor contract who are in CIR-represented positions shall receive a three percent (3%) lump sum bonus from June 14, 2020 to the first pay period after the second reading by the Board of Supervisors. The lump sum will be calculated on base salary only.~~

~~The parties agree that the rates of pay established by this Memorandum are commensurate with those prevailing throughout the County for comparable work as required by the Charter for the County of Santa Clara.~~

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All employees shall be paid by automatic check deposit. Within the first pay period of employment the employee shall provide financial information necessary to implement automatic check deposit.

CIR ARTICLE 6 TA ON CCL

ARTICLE 6 - PERSONNEL/EVALUATION FILES – CCL

Employees shall have the right to review their personnel file or to authorize review by their representative during regular office hours. Employees shall have the right to review evaluation files maintained by each department.

No material shall be inserted in the employee's file without prior notice to the employee. Employees may place in their personnel files and departmental evaluation files, responses to adverse material inserted in those files.

ARTICLE 7 PARTIES TA 3/6/24

ARTICLE 7 - DOMESTIC PARTNERS

Section 7.1 - Registered Domestic Partners

County employees who have filed a Declaration of Registered Domestic Partnership in accordance with the provisions of Family Code 297-297.5 shall have the same rights, and shall be subject to the same responsibilities, obligations as are granted to or imposed on spouses. The term "spouse" in this Memorandum shall apply to Registered Domestic Partners.

Section 7.2 - Tax Liability

Employees are solely ~~responsible~~ ~~responsibility~~ for paying any tax liability resulting from benefits provided as a result of their domestic partnership.

CIR ARTICLE 8 CONTINGENT COUNTER PROPOSAL (WITHDRAW EXPANDED BENEFIT (FERTILITY) IF COUNTY ACCEPTS REMAINDER OF THIS ARTICLE)

ARTICLE 8 - BENEFIT PROGRAMS

Section 8.1 - Workers' Compensation

a) Eligibility

Each employee shall be entitled to industrial injury leave when ~~he/she is~~ they are unable to perform services because of any injury as defined in the Workers' Compensation Act.

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b) Compensation

An employee who is disabled as a result of industrial injury shall be placed on *leave*, using as much of ~~his/her~~ their sick leave and vacation time as when added to any disability indemnity payable under the Workers' Compensation Act will result in a payment to ~~him/her~~ them of not more than ~~his/her~~ their full salary. The first three (3) days shall be charged to the employee's sick leave. If the temporary disability period exceeds fourteen (14) calendar days, temporary disability will be paid for the first three (3) days.

Section 8.2 - Insurance Premiums

a) -Medical Insurance

1. The County agrees to fully pay medical coverage for ~~employees~~ employee and their dependents on the lowest cost medical plan. Up to the same maximum contribution will be made to the other plans.

The County agrees to fully pay medical coverage for employees and their dependents based on the lowest cost medical plan by tier. The County will contribute the same amount, by tier, toward the premiums for any other plans.

Effective June 6, 2016 (pay period 16/13), the employee share of premiums shall increase by 10% of the increase in premiums, and the County will continue to fully pay medical coverage for employees and their dependents based on the lowest cost medical plan by tier. In each year thereafter, employees will continue to pay ten percent (10%) of future premium increases for plans outside of the lowest cost plan by tier.

Effective with coverage on or about December 26, 2011, the non-VHP HMO plan will be changed to \$10 co-payment for office visits, \$35 co-payment for emergency room visits, \$5-\$10 co-payment for prescriptions (30-day supply) and \$10-\$20 co-payment for prescriptions (100-day supply), and \$100 co-payment for hospital admission.

Effective with coverage on or about December 26, 2011, the Point of Service (POS) plan will be changed to \$15/\$20/30% co-payment for office visits, \$50/\$75/30% co-payment for emergency room visits, and \$5/\$15/\$30 (generic/brand/formulary) co-payment for prescription (30-day supply) and \$10/\$30/\$60 co-payment for prescription (90-day supply).

The County shall pay the employee premium while on industrial injury leave of absence up to thirteen (13) pay periods.

Information on the cost of each plan will continue to be provided to employees through the normal channels after initial hire and when plan costs change.

2. Dual Coverage

Married couples and Registered Domestic Partners as defined in Article 7 who are both County employees shall be eligible for coverage under one medical

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plan only, with the County paying the full premium for dependent coverage. County employee couples are not eligible to participate in the Health Plan Bonus Waiver Program.

3. Registered Domestic Partners

Registered domestic partners of employees are eligible for medical coverage pursuant to Article 7.

~~4. High Deductible Health Plan (HDHP)~~

~~—The parties agree to investigate the feasibility of adding by mutual agreement a High Deductible Health Plan (HDHP) with or without Health Savings Account (HSA) or Health Reimbursement Account (HRA) as an option to current health plans.~~

5. 4. VHP Plan

Upon request, the parties agree to meet to discuss the possibility of modifying VHP into two separate plan designs.

6. 5. Medical insurance benefits, as described in this section shall not be modified except by mutual agreement ~~through June 30, 2017.~~

~~After June 30, 2017, eE~~employees in the bargaining unit who are entitled to health insurance coverage as described in Section 8.2 shall be offered the health plans and benefit levels that are no less than those received by the majority of County employees in coded positions. ~~Upon request of the Union, the County shall meet over the impact of changes in carriers, plans, plan designs, and/or medical flexible spending accounts that may occur to address, negate, or mitigate the imposition on the County of the federal excise tax in the Affordable Care Act.~~

b) Dental Insurance

The County will continue to provide an alternative dental plan, Liberty Dental Plan. The County will contribute up to the same dollar amount to this alternative dental plan premium as is paid to the Delta Dental Plan.

Basic and Prosthodontics: 75%-25% - no deductible. \$2000 maximum per patient per calendar year.

Orthodontics: 60%-40% - no deductible. \$2000 lifetime maximum per patient (no age limit).

The County will pick up inflationary costs for the term of the agreement.

~~The County will continue to provide an alternative dental plan, Pacific Union Dental. The County will contribute up to the same dollar amount to this alternative dental plan premium as is paid to the Delta Dental Plan.~~

c) Life Insurance

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The County agrees to continue the existing base group Life Insurance Plan of twenty-five thousand dollars (\$25,000) per employee for the term of the Agreement.

d) Vision Care Plan (modified)

The County agrees to provide a Vision Care Plan for all employees and dependents. The Plan will be the Vision Service Plan - ~~Plan A~~Choice Plan with benefits at 12/12/24 month intervals with twenty-dollar (\$20.00) deductible for examination and twenty dollar (\$20.00) deductible for. The County will fully pay the monthly premium for employee and dependents.

e) County-Wide Benefits

The parties agree that, during the term of this Agreement, County-wide changes in benefits, (i.e. medical, dental, vision, life insurance and holidays) shall be applied to employees in this unit.

Section 8.3 - Disability Insurance

The County and the Union agree to implement a mandatory employee paid short and long-term disability insurance program for all unit employees administered by CIR/SEIU. All bargaining unit employees will have deducted from each paycheck and payments will be sent to the CIR/SEIU Union Benefits Plan office. Deduction will not exceed ten (\$10.00) dollars per pay period. All bargaining unit members will participate.

Section 8.4 - Dependent Care Benefits

For every child under age 13, the County shall provide reimbursement to all CIR/SEIU represented employees up to \$300 per child per month for childcare expenses from a licensed childcare provider. In cases when regular childcare is unavailable, the County will reimburse for backup childcare which may include a non-licensed provider as needed. The reimbursement annually shall not exceed \$7000 per member per academic year. The County will consider reimbursement of other extraordinary childcare expenses on a case-by-case basis in a timely fashion.

CIR ARTICLE 9 TO TA

ARTICLE 9 – HOLIDAYS

Section 9.1 - Legal Holidays

The following are observed as legal holidays:

- a) January 1st
- b) Third Monday in January (Martin Luther King, Jr. Birthday)
- c) Third Monday in February

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- d) March 31st (Cesar Chavez Birthday)
- e) Last Monday in May
- f) June 19 (Juneteenth)
- g) July 4th
- h) First Monday in September
- i) Second Monday in October
- j) Veteran's Day to be observed on the date State of California employees observe the holiday
- k) Fourth Thursday in November (Thanksgiving Day)
- l) The Friday following Thanksgiving Day (Day after Thanksgiving)
- m) December 25th

Other such holidays as may be designated by the Board of Supervisors

All previous informal holiday time off practices are eliminated and unauthorized.

PGY I residents, and all levels of Radiology Department residents who work on a holiday may choose to receive an additional day's pay or receive eight (8) hours of vacation add back. In order to be credited with either pay or vacation, PGY I residents must report to the House Staff Office, and Radiology residents must report to their respective Departments as soon as possible after the holiday worked.

PGY II residents and above (except Radiology) will receive an additional day's pay for a holiday worked and must report to the House Staff Office as soon as possible after the holiday worked.

CIR ARTICLE 10 COUNTER PROPOSAL

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~~**their** 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 to~~ care for a sick or injured member of ~~his/her~~ their immediate family ~~requiring his/her care~~, or in order ~~that he/she may to~~ obtain medical consultation to preserve ~~his/her~~ the immediate family member's health. "Immediate family" shall ~~mean- be defined as~~ the ~~mother, father, grandmother, grandfather parent or grandparent~~ 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; ~~child, child's spouse, grandchild, sibling, sibling's spouse, designated person 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~~ their program, and/or to complete ~~his/her~~ their California licensure requirements in paid status. This allowance is subject to the approval of the ~~Program Director in consultation with the Graduate Medical Education Committee 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 up to 10 weeks 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

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the customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean the ~~parent or grandparent, 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 of the employee as defined in Article 7, and the child, child's spouse ~~son, son-in-law, daughter, daughter-in-law, sibling, sibling's spouse, 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 two (2) days chargeable to sick leave as the fourth 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~~ eCounty 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~~ they have been selected, subject to the limitation that an employee shall receive paid leave to serve on a jury for which ~~he/she has~~ they have been selected not more than once during a calendar year, and provided that ~~he/she~~ they executes a written waiver of all compensation other than the mileage allowance, which ~~he/she~~ they would otherwise receive compensation by virtue of ~~his/her~~ their performance of such jury duty. No employee shall be paid more than ~~his/her~~ their regular pay as a result of jury duty service. The employee is required to notify ~~his/her~~ their Program Director and the Graduate Medical Education Office department head and the Medical Director's Office when ~~he/she has~~ they received a jury summons and when ~~his/her~~ their 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

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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/COMLEX 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 10.9(c)iii 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 Graduate Medical Education Office 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.

a. Transitional Interns/PGY I:	One Thousand dollars (\$1,000) per Fiscal Year of the agreement
a. PGY <u>II</u> and above who are continuing at SCVMC:	One thousand eight hundred fifty dollars (\$1,800) per Fiscal Year of the Agreement
b. Radiology Residents:	(i) The County will continue the current practice of reimbursements for the registration costs for AIRP and up to four thousand dollars (\$4,000) for approved AIRP travel expenses, in accordance with County policy; and, (ii) Up to four hundred dollars (\$400) for core examination resources, including but not limited to, Qbanks or preparation courses. (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.

Section 10.10 - State Mandated Medical Licenses & Fluoroscopy/Radiography Permits

- a) The County agrees to pay one hundred percent (100%) ~~towards of~~ 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.~~

ARTICLE 11 PARTIES TA TO CCL

ARTICLE 11 - LETTERS OF APPOINTMENT

Section 11.1

By November 1, for residents in their second year of training or higher in the County, the

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County *will* offer Letters of Appointment to those residents it wishes to retain for the following academic year, or notify those residents who will not be retained. By December 10, following receipt of the Letter of Appointment, those residents who have been offered appointments must respond in writing their acceptance. The County will not be obligated to provide Letters of Appointment or otherwise notify employees in their final year of residency.

Section 11.2

By January 1, for residents in their first year of training in the County, the County will offer Letters of Appointment to those residents it wishes to retain for the following academic year, or notify those residents who will not be retained. By January 15, following receipt of the Letter of Appointment, those residents who have been offered appointments must respond in writing their acceptance.

Section 11.3

The County is not obligated to retain those residents for the following academic year who have not responded by their respective deadlines.

CIR Article 12 COUNTER

ARTICLE 12 - WORKING CONDITIONS/EXCESSIVE RELIANCE ON RESIDENTS

Section 12.1 - Excessive Reliance on Residents

The parties recognize that the County shall not be excessively reliant on residents for patient care services. For the purposes of this article, excessive reliance shall be defined as scheduling a resident to clinical shifts averaging more than seventy (70) hours per week over a four (4) week period.

The County will endeavor to maintain an assigned resident schedule averaging less than seventy (70) hours per week over a four (4) week period. If the number of work hours worked exceeds two hundred and eighty in a given four (4) week period, the County shall provide the following amount of additional compensation:

A. Residents who work 280 or more hours will be paid an extra 20% on top of regular hourly pay for that resident for every hour past 280 hours

Section 12.24 - Call Limits by Department

It is the intent of the County to maintain the current call limits which are listed as follows:

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Medicine in-house calls not more than eight (8) per month, home calls included

No employee shall be assigned to more than ~~two~~ one (1) on-call rotation months in succession in VMC Medicine except for the Emergency Room ~~and night float~~.

In-house call is defined as a period of dedicated admitting to the hospital while on either wards or ICU rotations.

Radiology not more than eight (8) calls per month.

OB/GYN not more than eight (8) calls per month; except in July and August, not more than ten (10) calls per month.

Section 12.2A

The Parties agree to meet and confer within 90 days of the ratification regarding following matters:

1. Elimination of 28-hour shifts.
2. Allocation and scheduling of in-house and home sick call shifts.

Any agreements that come from these meetings must be put in writing and signed by the parties.

Section 12.32 - Changes to Call Limits

When it is determined by the Medical Program Director that changes in the above limits are necessary, ~~he/she~~ they shall notify the Union of the reason and the nature of such changes at least sixty (60) days prior to their implementation. The Union shall be afforded the opportunity to meet and confer with the County over the proposed changes.

Section 12.4 3- Emergencies

If the community served by ~~the Valley Medical Center Santa Clara Valley~~ Healthcare experiences a disaster or significant medical emergency, the sixty (60) day notice is waived, and the call limits may be exceeded by order of the Medical Program Director or ~~his/her~~ their designee for not more than two (2) weeks. Extensions beyond two (2) weeks shall be allowed after meeting and conferring with the Union Association.

Emergencies shall include, but shall not be limited to, natural disasters, such as earthquakes, fires, floods, or manmade disasters.

Section 12.54 - Call Rooms

The County shall provide safe, secure on-call rooms in accordance with all ACGME guidelines. The County shall not change the number or location of call rooms, or provisions within call rooms, without reasonable advance notice and discussion with CIR. The County will conduct an annual walk-through of call rooms. The walk

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through will take place each January of the ~~MOU-MOA~~ by the Graduate Medical Education Office Medical Director or designee and a representative of the union to ensure ACGME compliance. Concerns will be addressed at the monthly Union/Management meeting.

Section 12.65 - Walk through of work areas and Information Technology

A biannual walk through of work areas shall be jointly conducted by representatives of CIR/SEIU, a representative of the County's Information Services Department ("ISO"), and the Graduate Medical Education Director or ~~his/her~~ their designee, to assess the status of Resident work areas and computer work stations in order to ensure ACGME compliance and to maintain workplace efficiency and operability.

The County, in consultation with CIR/SEIU, shall generate a report of any repairs needed to work areas or computer workstations following each quarterly walk-through, and provide the report to SCVHHS Facilities Management. Any additional Information Technology concerns or work area concerns shall be addressed at the monthly Union/Management meeting.

Section 12.76 - Workrooms and Lounges

CIR/SEIU shall have the opportunity to provide input and recommendations to the County concerning the needs and preferences of the physicians in training regarding anticipated changes to the location and/or number of workrooms and/or lounges. The County shall respond, in writing, to approve or deny the recommendations.

The County agrees to notify CIR/SEIU of anticipated changes to the location and /or number of workrooms and lounges. Upon request, the County will Meet and Confer with the Union over the impact on working conditions of such changes. A Meet and Confer over issues related to the relocation of workrooms or of lounges shall not delay a necessary relocation. Any subsequent concerns with the workrooms or lounges shall be addressed in the Union/Management Committee.

Lounges should be stocked, as per ACGME requirements, with a variety of snacks, drinks, and water. Lounges should be located within a reasonable distance of clinical activities whenever practical. In the event that the County is considering moving a lounge; it shall send notice to the Union no less than 60 days prior to implementation and the Union may request to meet and confer over the proposed change. Lounges and workrooms should be cleaned in regular intervals to maintain safe working conditions.

Section 12.87 - Technological Equipment Committee

The County and the CIR/SEIU agree to establish a Union / Management Committee comprised of CIR/SEIU representatives, Designated Institution ~~Officer (010)-Official~~ and Program Directors that shall meet annually to discuss and provide input and recommendations to the Chief Medical Officer on the

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technological devices that are required for the performance of work related duties of the physicians-in-training. The Committee shall receive notice of approval or denial of all recommendations. Any devices provided by the County are the property of the County and shall remain property of the County. Use of any such devices shall be covered by the County's User Responsibility Statement.

Section 12.98 - Uniforms

The County shall continue the current practice of providing to all physicians-in-training white coats and scrubs to wear while on duty.

ARTICLE 13 PARTIES CAN TA

ARTICLE 13 - DEFERRED COMPENSATION PLAN

Section 13.1 - Plan Establishment

The County has established a Deferred Compensation Plan (DCP), which is in lieu of and as an alternative to Social Security participation, for employees in this bargaining unit. Participation in the DCP is mandatory for all employees.

Section 13.2 - Compliance with Law

The DCP has been established in accordance with all applicable provisions of the Internal Revenue Code, and United States Treasury Department regulations in effect at the time of implementation; and as such code and regulations may be amended and changed from time to time.

The current DCP Plan selection has the approval of the County's Director of Finance.

Section 13.3 - Amounts of Contribution

~~Effective on August 22, 2011, the County shall contribute 4.47% of an employee's gross base salary towards the DCP, and each employee shall contribute 3.03% of his/her gross base salary, by payroll deduction, towards the DCP, for a combined total of 7.5%.~~

~~Effective on June 24, 2012,~~ The County shall contribute the full 7.5% of an employee's gross base salary towards the DCP. In no case should an employee's self-contribution, when combined with the County's contribution, exceed the annual limit established in accordance with applicable provisions of the Internal Revenue Code, and United States Treasury Department regulations in effect at the time of implementation and as such code may be amended and changed from time to time.

2.6% of the County's contribution towards the DCP was in lieu of the 1996 salary increase and shall be reflected as part of effective wage.

ARTICLE 14 NEED TA DOCUMENT FROM COUNTY

CIR ARTICLE 15 COUNTER PROPOSAL:

ARTICLE 15 - MEALS

Section 15.1

- a. Overall meal allowance of \$200 per month~~71 per week, with \$6.00 buffer~~

The County agrees to provide a ~~monthly~~weekly meal allowance for personal consumption, to be used at the Valley Medical Center Cafeteria for each resident represented by CIR/SEIU for up to a maximum amount of \$200 per month.~~week fifty-seven dollars (\$7157.00) per week. Any food purchased in excess of six dollars (\$6.00) of the amount noted above shall be paid by the resident. The allocation of the meal allowance as set forth in the "Resident Meal Plan" agreement dated August 7, 2006 shall continue as provided in Section 15.1b.~~

~~Employees shall receive the weekly meal allowance monthly.~~ Meal allowance shall be increased by 5% each academic year. Unused meal allowance will roll over to the next month.

- b. Residents on night duty will be able to order meals, reimbursable up to \$30/night per resident on duty. If the County does not cover the cost of meals directly, the County will reimburse residents within 21 days of proper submission of receipts.

- c. The County will provide meals from outside vendors for weekday lunch-time medical conferences. Each Department (Radiology, Medicine, OB/GYN, etc.) will make food arrangements for all lunch-time medical conferences. Frequency of catering _____ can be modified by mutual consent of residents and their respective program director. **The cost of these meals shall not exceed \$30 per resident per conference.**

Until the cafeteria reopens and provides full service (including hot meals) during weekend lunch-time, the County will provide meals from outside vendors on weekends for OB/GYN and IM residents. When the cafeteria reopens, the Union and the County will begin negotiations on ending outside catering for weekend lunches.

- b. Department of Radiology; Meal Cards and Medical Conference Meals

~~For employees in these departments, the meal card maximum shall be \$37.00 per week for use at the Valley Medical Center Cafeteria. It is the intent of the parties that the residents shall not exceed the \$37.00 per week maximum; however, minor overages of \$6.00 or less per week shall not be charged to the employee. Employees shall receive the weekly meal allowance on a monthly basis. Employees~~

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will be responsible for paying for any purchases that exceed the monthly amounts listed below.

<u>Month</u>	<u>Amount on Meal Card</u>	<u>Leap Yr</u>
January	190.43	190.43
February	172.00	178.14
March	190.43	190.43
April	184.29	184.29
May	190.43	190.43
June	184.29	184.29
July	190.43	190.43
August	190.43	190.43
September	184.29	184.29
October	190.43	190.43
November	184.29	184.29
December	190.43	190.43
Total	2,242.14	2,248.29

The remaining \$20.00 of the weekly meal allowance for these residents will be redirected to the House Staff Office index number to be used to fund the meals from outside vendors for lunch-time medical conferences.

- (1) The Department will make the food arrangements for all lunch-time medical conferences.
- (2) The Department shall use the redirected \$20 of the meal allowance to pay for the lunch-time conference meals.

\$50 of the monthly meal allowance for these residents will be redirected to the House Staff Office index number to be used to fund meals from outside vendors for the resident on duty each night.

e. Department of Medicine; Meal Cards and Medical Conference Meals

For employees in the Departments of Medicine, the meal card maximum shall be ~~\$34.00~~ per week for use at the Valley Medical Center Cafeteria. It is the intent of the parties that the residents shall not exceed the \$20.00 per week maximum; ~~however, minor overages of \$6.00 or less per week shall not be charged to the employee.~~ Employees shall receive the weekly meal allowance on a monthly basis. Employees will be responsible for paying for any purchases that exceed the monthly amounts. ~~listed below.~~

Month	Amount on Meal Card	Leap Yr
January	177.14	177.14
February	160.00	165.71
March	177.14	177.14
April	171.43	171.43
May	177.14	177.14
June	171.43	171.43
July	177.14	177.14
August	177.14	177.14
September	171.43	171.43
October	177.14	177.14
November	171.43	171.43
December	177.14	177.14
Total	2,085.71	2,091.43

(1) ~~The remaining \$23.00 of the weekly meal allowance for these residents will be redirected to the House Staff Office index number to be used to fund the meals from outside vendors for lunch-time medical conferences.~~

(2) ~~The Department will make the food arrangements for all lunch-time medical conferences.~~

CIR 5.9.24 proposals

~~(3) The Department shall use the redirected \$23 of the meal allowance to pay for the lunch-time conference meals in accordance with County policy.~~

d. Meal cards only for Department of OB/GYN

~~For employees in the Department of OB/GYN, their meal card maximum for use at the Valley Medical Center Cafeteria shall be remain at \$57.00 per week. It is the intent of the parties that the residents shall not exceed the \$57.00 per week maximum; however, minor overages \$6.00 or less per week shall not be charged to the employee. Employees shall receive the weekly meal allowance on a monthly basis. Employees will be responsible for any purchases that exceed the monthly amounts listed below.~~

Month	Amount on Meal Card	Leap Yr
January	279.00	279.00

~~February 252.00~~ 261.00

March	279.00	279.00
April	270.00	270.00
May	279.00	279.00
June	270.00	270.00
July	279.00	279.00
August	279.00	279.00
September	270.00	270.00
October	279.00	279.00
November	270.00	270.00
December	279.00	279.00
Total	3,285.00	3,294.00

~~\$180 of the monthly meal allowance for these residents will be redirected to the House Staff Office index number to be used to fund meals from outside vendors for the~~

CIR 5.9.24 proposals

resident(s) on duty each night.

Section 15.2

Such meals are for resident consumption at the Valley Medical Center during time spent at work and are not intended for consumption outside of the hospital or for meals taken during non-working hours.

Section 15.3

Upon notification to a resident that he/she is in arrears for payment of food purchased in excess of the effective meal rate, he/she shall have seven (7) days to tender payment of said arrears. If payment is not received within this grace period, the affected resident will not be eligible for meal allowance until the payment is received.

Section 15.4

The County will meet the ACGME requirement of having food available for interns and residents who are assigned to night time duty or in hospital on call duty. Any concerns regarding this provision will be handled through the Union/Management monthly meeting. All residents shall be notified in advance (2) days before cafeteria or cafe closure. If food is not available in the event of cafeteria or cafe closure or catered provisions the county shall reimburse \$30 per resident for outside food delivery.

CIR MAINTAIN ARTICLE 16

ARTICLE 16 - RELOCATION REIMBURSEMENT

Section 16.1

~~Post Graduate Year I~~ All incoming residents may be eligible for a one-time reimbursement of relocation expenses from medical school up to \$1,500, ~~in accordance with County policy.~~ Residents must meet the following criteria:

- ~~a. Enrolled in a VMC multi-year residency program;~~
- a. The resident's medical school must be at least ~~75~~ 25 miles from VMC;
- b. All expenses submitted for reimbursement must be in the resident's, spouses, documented domestic partner, and/or parents name;
- c. Requests for relocation reimbursements must be submitted to the Graduate Medical Education Office within 30 calendar days of ~~hired~~ hiring.
- d. Reimbursement shall be paid within 30 calendar days of submission of documentation of expenses.

CIR ARTICLE 17 MAINTAINS PROPOSAL

ARTICLE 17 - GRIEVANCE PROCEDURE

Section 17.1 - Grievance Defined

A grievance is defined as an alleged violation or misinterpretation of the provisions of this Memorandum of Understanding, or a sideletter between the parties except if otherwise agreed to be non-grievable.

Section 17.2 - Time Limits

Time limits may be extended or waived only by written agreement between the County and the Union.

Working days as used in this Article shall be Monday, Tuesday, Wednesday, Thursday and Friday but shall not include County observed legal holidays.

Section 17.3 - Informal Grievance

It is agreed that employees will act promptly through informal meetings with their Program Director, Department Chair and/or the **Designated Institutional Official Medical Director**, on any issue covered by this Memorandum of Agreement, which is causing employee dissatisfaction and, to seek action to remove the cause of dissatisfaction before it serves as the basis for a formal grievance.

Any resolution reached in the informal level must be in accordance with the provisions of this Memorandum of **Understanding Agreement**.

Section 17.4 - Formal Grievance

Step One "Within thirty (30) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the Office of Labor Relations.

A decision shall be made in writing to the Union within thirty (30) working days of receipt of the grievance. A meeting should normally take place if agreed to by the parties that such meeting would assist to clarify or resolve the grievance.

Step Two - If dissatisfied with the Step One decision, the Union must move the grievance to Step Two of the Grievance Procedure within fifteen (15) working days of receipt of the Step One decision.

At this step, the parties shall select an arbitrator by alternately striking from a list of seven

(7) arbitrators provided by the State Mediation and Conciliation Services. A hearing will be conducted by the selected arbitrator who will render ~~an advisory a binding~~ decision. ~~to the County Decision Maker. All costs related to the arbitration shall be borne equally by the Union and the County.~~

The arbitrator's authority shall be limited to determining whether the County has violated provision(s) of this Agreement. The impartial arbitrator shall have no jurisdiction or authority to add to, amend, modify, nullify or ignore in any way the provisions of this Memorandum of Understanding and shall not make any award which would, in effect, grant the Union or the employee(s) any terms which were not obtained in the negotiation process. The arbitrator shall have the authority to subpoena documents and to require the attendance of witnesses upon the reasonable request of either party but not upon his/her own motion. The decision of the impartial arbitrator shall be final and binding upon the parties. All costs related to the arbitration shall be borne equally by the Union and the County.

PARTIES TA TO CCL

ARTICLE 18 - FULL AGREEMENT

It is understood this Memorandum represents a complete and final understanding on all negotiable issues between the County and its Departments and the Union. This Memorandum supersedes all previous memoranda of understanding or memoranda of agreement between the County and its Departments and the Union except as specifically referred to in this Memorandum. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Memorandum shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this Memorandum, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice subject or matter not specifically referred to or covered in this Memorandum even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Memorandum was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Memorandum and an action is proposed by the County, the Union shall be afforded all possible notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by management direction.

CIR PARTIES TA

ARTICLE 19 - SAVINGS CLAUSE

If any provision of this Agreement should be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any tribunal, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

If the State of California notifies the County of Santa Clara that legislation has been implemented which assesses monetary penalties to local governments which settle wages and/or benefits with increases in excess of certain limits (an example of such legislation is titled AB 1040, which was introduced in Spring of 1991), those benefits and/or wages shall not be implemented or continue to be paid. The parties shall immediately enter into negotiations for the sole purpose of arriving at a mutually agreed upon alternative.

The County reserves the right to cease payment or seek repayment of the wages and/or benefits upon which the State of California is basing the monetary penalty. The Union reserves the right to contest the legality of the payment cessation or the repayment.

It is understood that the purpose of this Section is to ensure that the County does not incur any liability or penalties on either the original agreement provisions, or the negotiated alternate provisions.

CIR MAINTAINS ITS CURRENT PROPOSAL.

ARTICLE 20 - TERMS OF THE AGREEMENT

This Agreement shall become effective only upon approval by the Board of Supervisors and upon ratification by the individual unit as listed in Appendix A, and shall remain in full force and effect from June 10th, 2024 ~~November 23, 2020~~ to and including February 28th, 2027 ~~June 9, 2024~~ and from year to year thereafter; provided, however, that either party may serve written notice on the other at least sixty (60) days prior to June 9, 2024, or any subsequent June 9 of its desire to terminate this Agreement or amend any provision thereof.

Union withdraws expansion side letter, withdraws Graduation, and rejects all other county proposals.

