

CIR 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

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no less than forty-five (45) minutes at all departmental and GME orientation 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.

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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- \$3,304.90 (20% rate increase)
PGY 2- \$3,508.86 (16% rate increase)
PGY 3- \$3,830.69 (16% rate increase)
PGY 4- \$4,085.63 (15% rate increase)
PGY 5- \$4,333.75 (15% rate increase)

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

PGY 1- \$3,536.24 (7% rate increase)
PGY 2- \$3,719.39 (6% rate increase)
PGY 3- \$4,060.53 (6% rate increase)
PGY 4- \$4,289.91 (5% rate increase)
PGY 5- \$4,550.43 (5% rate increase)

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

PGY 1- \$3,739.57 (5.75% rate increase)
PGY 2- \$3,896.06 (4.75% rate increase)
PGY 3- \$4,253.41 (4.75% rate increase)
PGY 4- \$4,454.60 (4.75% rate increase)
PGY 5- \$4,725.14 (4.75% rate increase)

~~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.~~

Section 5.2 - Automatic Check Deposit

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.

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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.

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 **employeesemployee** 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 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, 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.~~

~~7. Effective within 90 days of ratification of this agreement by the Board of Supervisors, the County will provide timely reimbursement, through insurance coverage or a supplemental benefit, of up to \$20,000 in a year and \$30,000 over a lifetime of fees associated with the cost of fertility assistance, associated~~

services, and/or adoption-related services to all CIR/SEIU-represented employees and their spouses or domestic partners.

Areas of coverage shall include, but are not limited to, adoption fees and expenses, in vitro fertilization, intrauterine insemination, ovulation induction, oocyte cryopreservation, embryo cryopreservation, surgery and imaging related to fertility, or gamete cryopreservation. Residents are allowed to use sick time to utilize these services. Necessary absences due to fertility treatments, prenatal care, or adoption appointments shall not be unreasonably denied.

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

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 \$500 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 County will consider reimbursement of other extraordinary childcare expenses on a case-by-case basis in a timely fashion.

Union Withdraws the following language:

~~Notwithstanding the above all residents and their dependents shall have access to free medical care at the Counties hospital and shall not incur any cost of utilizing those services.~~

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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 CIR 4.11.24 Counter Proposal

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 (RRG). The County will make every effort to obtain such approval from the RRG.~~

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 ~~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. 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 e~~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 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 ~~s~~ 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

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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/**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 CIR 4.11.24 Counter Proposal

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 I H, Transitional and above who are continuing at SCVMC:	Two thousand dollars (\$2000) 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.

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- 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:~~

Contingent on agreement to Article 8 and Article 10

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 sixty (60) hours per week over a four (4) week period.

The County will endeavor to maintain an assigned resident schedule averaging less than sixty (60) hours per week over a four (4) week period. If the number of work hours worked exceeds two hundred and forty hours in a given four (4) week period, the County shall provide the following amount of additional compensation:

- A. Residents who work 240 to 279.9 hours will be paid an extra 20% on top of regular hourly pay for every hour past 240 hours
- B. Residents who work 280 to 319.9 hours will be paid an extra 25% on top of regular hourly pay for every hour past 240 hours
- C. Residents who work 320 or more hours will be paid an extra 30% on top of regular hourly pay for that resident for every hour past 240 hours

No Employee will be required to work twenty-eight (28) continuous hours in the hospital when rotating on Internal Medicine services. All shifts should be limited to fourteen (14) hours. Total hours of work should not exceed the maximum hours of clinical and educational work per week as defined by the ACGME. Within ninety (90) days of ratification of this contract, the County shall present and meet and confer on a plan to hire more physicians or advanced practice practitioners to make possible the transition to 14-hour shifts across all Internal Medicine rotations.

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:

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

Residents will not be scheduled for more than 4 weeks of sick call coverage per year.

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 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 SCVH HS 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. 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 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.

Union Modified Proposal:

New Article - Graduation

VMC residents will be relieved of clinical duties to attend graduation events. Graduating residents will be allocated complimentary tickets for themselves and up to 3 guests.