Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

Memorandum of Agreement Between

County of Santa Clara and
Committee of Interns & Residents Service
Employees International Union

June 24, 2024 - June 6, 2027

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

Table of Contents

PREAMBLE 5
ARTICLE 1 - RECOGNITION 6
ARTICLE 2 - NO DISCRIMINATION 7
Section 2.1- Employment 7
Section 2.2 - Union Affiliation 7
ARTICLE 3 - UNION SECURITY 8
Section 3.1 - Dues Deductions 8
Section 3.2 - Bulletin Board 8
Section 3.3 – New Employee Orientation 8
Section 3.4 – Union Access and Use of Facilities 9
ARTICLE 4 - OFFICIAL REPRESENTATIVES 10
Section 4.1 - Attendance at Meetings 10
Section 4.2 - Negotiating Committee 10
ARTICLE 5 - PAY PRACTICES 11
Section 5.1 – Salaries 11
Section 5.2 - Automatic Check Deposit 11
ARTICLE 6 - PERSONNEL/EVALUATION FILES 12
ARTICLE 7 - DOMESTIC PARTNERS 13
Section 7.1 - Registered Domestic Partners 13
Section 7.2 - Tax Liability 13
ARTICLE 8 - BENEFIT PROGRAMS 14
Section 8.1 - Workers' Compensation 14
Section 8.2 - Insurance Premiums 14
Section 8.3 - Disability Insurance 16
ARTICLE 9 – HOLIDAYS 17
Section 9.1 - Legal Holidays 17
ARTICLE 10 - LEAVES 18
Section 10.1 - Vacation Accrual and Use 18
Section 10.2 - Vacation Payoff 18
Section 10.3 – Personal Time 18
Section 10.4 - Sick Leave 18

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

Section 10.5 - Sick Leave Used for Care of Immediate Family..... 18
Section 10.6 - Family and Medical Leave 19
Section 10.7 - Bereavement Leave..... 19
Section 10.8 - Leaves to Perform Jury Duty or to Respond to a Subpoena..... 19
Section 10.9 - Educational Leave 20
Section 10.10 - Educational Allowances 20
Section 10.11 - State Mandated Medical Licenses & Fluoroscopy/Radiography Permits .. 21
ARTICLE 11 - LETTERS OF APPOINTMENT..... 23
Section 11.1 23
Section 11.2 23
Section 11.3 23
ARTICLE 12 - WORKING CONDITIONS 24
Section 12.1 - Call Limits by Department..... 24
Section 12.2 - Changes to Call Limits..... 24
Section 12.3 - Emergencies..... 24
Section 12.4 - Call Rooms 24
Section 12.5 - Walk through of work areas and Information Technology..... 24
Section 12.6 - Workrooms and Lounges..... 25
Section 12.7 - Technological Equipment Committee..... 25
Section 12.8 - Uniforms 25
ARTICLE 13 - DEFERRED COMPENSATION PLAN 26
Section 13.1 - Plan Establishment..... 26
Section 13.2 - Compliance with Law..... 26
Section 13.3 - Amounts of Contribution..... 26
ARTICLE 14 - MILEAGE AND PARKING PAYMENT 27
1. - Mileage Payment..... 27
2. - Parking Payment 27
ARTICLE 15 – MEALS 28
Section 15.1..... 28
Section 15.2..... 28
ARTICLE 16 - RELOCATION REIMBURSEMENT..... 29
Section 16.1..... 29
ARTICLE 17 - GRIEVANCE PROCEDURE..... 30

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

Section 17.1 - Grievance Defined 30
Section 17.2 - Time Limits..... 30
Section 17.3 - Informal Grievance 30
Section 17.4 - Formal Grievance 30
ARTICLE 18 - FULL AGREEMENT 32
ARTICLE 19 - SAVINGS CLAUSE 33
ARTICLE 20 – STRIKES AND LOCKOUTS 34
ARTICLE 21 - TERM OF THE AGREEMENT..... 35

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

PREAMBLE

The County of Santa Clara (hereinafter referred to as County) and the Committee of Interns and Residents, SEIU (hereinafter referred to as the Union) have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the Interns, Residents, and Fellows postgraduate medical training unit, have exchanged freely information, opinions and proposals in an endeavor to reach agreement in all matters relating to the employment conditions and employer-employee relations of such employees.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

ARTICLE 1 - RECOGNITION

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

Job Code	Job Title
P34	Post Graduate Year V
P35	Post Graduate Year IV
P36	Post Graduate Year lll
P37	Post Graduate Year II
P39	Post Graduate Year I

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.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

ARTICLE 2 - NO DISCRIMINATION

Section 2.1- Employment

Neither the County nor the Union shall unlawfully discriminate 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.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

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

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 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.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

b) The County shall provide to CIR a list of all new interns, residents and fellows by April 15th or as soon thereafter as it is practicable that contains 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, and personal and work e-mail addresses that the County has on record within the County's Human Resources Information System. 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) When incoming residents, interns, and fellows who do not hold coded positions with the County of Santa Clara are required to attend residency program orientation, they will be paid a taxable, flat amount stipend of $250 that shall not count towards their gross base salary for each full day of participation. A full day of orientation shall not exceed nine (9) hours including an unpaid 1-hour meal period. The orientation stipend is not applicable for residents, interns, and fellows who hold coded positions with the County of Santa Clara when they attend residency program orientation. Other provisions of this MOA shall not apply to attendees during this orientation period.

Section 3.4 – Union Access and Use of Facilities

a) Any representative of the Union shall give notice to the Office of Graduate Medical Education or their designated representative 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.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

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 Graduate Medical Education Office at least two (2) working days prior to the scheduled meeting. Except by written agreement from the Graduate Medical Education Office, 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.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

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 by four percent (4.00%) and shall be listed in the appendices attached hereto and made a part hereof.

2. Effective June 9, 2025, Pay Period 25/13, all salaries shall be increased by four percent (4.00%) and shall be listed in the appendices attached hereto and made a part hereof.

3. Effective June 8, 2026, Pay Period 26/13, all salaries shall be increased by four percent (4.00%) and shall be listed in the appendices attached hereto and made a part hereof.

4. 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, the Salary Ordinance for employees represented in this bargaining unit, in the following classifications shall receive approximate realignments as listed:

P39 Post Graduate Year I – 4% realignment

P37 Post Graduate Year II – 1% realignment

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.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

ARTICLE 6 - PERSONNEL/EVALUATION FILES

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.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

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 for paying any tax liability resulting from benefits provided as a result of their domestic partnership.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

ARTICLE 8 - BENEFIT PROGRAMS

Section 8.1 - Workers' Compensation

a) Eligibility
Each employee shall be entitled to industrial injury leave when 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 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 them of not more than 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 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-

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

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

5. 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.

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.

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.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

d) Vision Care Plan

The County agrees to provide a Vision Care Plan for all employees and dependents. The Plan will be the Vision Service Plan - 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 materials. 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.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

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

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.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

ARTICLE 10 - LEAVES

Section 10.1 - Vacation Accrual and Use

Each employee shall be entitled to an annual paid vacation of 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 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 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 three (3) weeks.

Section 10.3 – Personal Time

Employees in coded classifications of Post Graduate Year II, Post Graduate Year III, Post Graduate Year IV, and Post Graduate Year V will be entitled to a one (1) week block of personal time off to be utilized within that postgraduate year. The one (1) week block of personal time will be assigned by the program director.

Unutilized personal time off will not carry over to the following postgraduate year. The one (1) week block of personal time off is not an accrued leave benefit (i.e., it is a “use it or lose it” benefit) and does not have cash value upon termination of employment.

Section 10.4 - 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 10.5 - 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 to care for a sick or injured member of their immediate family, or in order to obtain medical consultation

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

to preserve the immediate family member's health. "Immediate family" shall be defined as the 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-in-law, grandchild, sibling, sibling-in-law, designated person; or any person living in the immediate household of the employee.

Section 10.6 - Family and Medical Leave

Upon request, parental 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 their program, and/or to complete 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.

Section 10.7 - 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 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-in-law, sibling, sibling-in-law, grandchild 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 10.8 - 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 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 they have been selected, subject to the limitation that an employee shall receive paid leave to serve on a jury for which they have been selected not more than once during a calendar year, and provided that they execute a written waiver of all compensation other than the mileage allowance, which they would otherwise receive compensation by virtue of their performance of such jury duty. No employee shall be paid more than their regular pay as a result of jury duty service. The employee is required to notify their Program Director and the Graduate Medical Education Office when they receive a jury summons and when their jury service is completed.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

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 10.9 - Educational Leave

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 10.10 - 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. Residents shall submit requests for reimbursement for Educational Allowances as soon as

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

possible after the expense occurs, but no later than the end of the fiscal year ending on JuneType ext h 30th.

a. **Transitional Interns/PGY I:**	One Thousand dollars ($1,000) per Fiscal Year of the agreement
b. **PGY II and above who are continuing at SCVMC:**	One thousand eight hundred dollars ($1,800) per Fiscal Year of the Agreement
c. **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 10.11 - State Mandated Medical Licenses & Fluoroscopy/Radiography Permits

a) The County agrees to pay one hundred percent (100%) 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 House Staff Coordinator by the end of the Orientation Week.

   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 one hundred percent (100%), of 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.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

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.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

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 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.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

ARTICLE 12 - WORKING CONDITIONS

Section 12.1 - 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 limit. No employee shall be assigned to more than two (2) on-call rotation months in succession in VMC Medicine except for the Emergency Room and night float.
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 12.2 - Changes to Call Limits

When it is determined by the Program Director that changes in the above limits are necessary, 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 12.3 - Emergencies

If the community served by 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 Program Director or their designee for not more than two (2) weeks. Extensions beyond two (2) weeks shall be allowed after meeting and conferring with the Union. Emergencies shall include, but shall not be limited to, natural disasters, such as earthquakes, fires, floods, or manmade disasters.

Section 12.4 - 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 MOA by the Graduate Medical Education Office and a representative of the union to ensure ACGME compliance. Concerns will be addressed at the monthly Union/Management meeting.

Section 12.5 - Walk through of work areas and Information Technology

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

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 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 Facilities Management. Any additional Information Technology concerns or work area concerns shall be addressed at the monthly Union/Management meeting.

Section 12.6 - 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.

Section 12.7 - Technological Equipment Committee

The County and the CIR/SEIU agree to establish a Union / Management Committee comprised of CIR/SEIU representatives, Designated Institution 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 12.8 - Uniforms

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

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

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

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.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

ARTICLE 14 - MILEAGE AND PARKING PAYMENT

1. - Mileage Payment

Employees who are authorized to travel on county business by use of a privately-owned automobile or truck shall be reimbursed for the actual miles traveled, at a rate equal to the "standard mileage rate" for auto expenses established by the Federal Government as the maximum tax exempt mileage rate. Each worker so authorized shall have completed the applicable County authorization requirements governing County driver permits and insurance.

The phrase "actual miles traveled" means all miles driven on county business and including:

(1) The mileage from home to the first field work location which exceeds the mileage from home to the regular work location.
(2) The mileage to or from the regular work location and the filed location, or between the field locations.
(3) The mileage from the last field location to home which exceeds the mileage from the regular work location to home.
(4) The mileage to and from home and the work location if the presence of the employee is required on a scheduled day off.
(5) The daily commute mileage resulting from more than one daily trip to and from home and a work location when the presence of the employee is required after work hours.

2. - Parking Payment

The County shall continue the current practice of providing free parking to all physicians-in-training at the SCVH campuses. The County shall reimburse physicians-in-training parking fees incurred during required outside rotations where parking is not provided free of charge in accordance with the County's Travel Policy. When assigned a rotation at Stanford, residents must purchase a monthly parking pass.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

ARTICLE 15 – MEALS

Section 15.1

a. The County will provide meals for bargaining unit members that are required to attend lunchtime educational conferences at Valley Medical Center. The meals will be provided as follows:

    1) Internal Medicine residents and interns will receive County-provided meals five (5) days per week at their lunchtime educational conferences.
    2) Radiology residents will receive County-provided meals three (3) days per week at their lunchtime educational conferences.
    3) OB/GYN residents and fellows do not have lunchtime educational conferences and will not receive County-provided meals.

a. The County will provide a taxable, flat amount annual meal stipend to bargaining unit members for the purposes of procuring meals while on shift at County-operated facilities, that will not count towards their gross base salary. These taxable, flat amount annual meal stipends will differ by residency program to account for those bargaining unit members that receive meals during lunchtime education conferences at Valley Medical Center. These taxable, flat amount annual meal stipends are as follows:

    1) Internal Medicine - $1,400.00 annually
    2) Radiology - $ 1,800.00 annually
    3) OB/GYN - $4,160.00 annually

b. These taxable, flat amount annual meal stipends will be divided by the number of pay periods in the payroll calendar year (26 or 27 pay periods depending on the payroll calendar year), and the quotient will be paid to the worker each pay period. The meal stipend will not be paid for any pay periods in which the worker is on a leave of absence for the complete pay period. A worker who leaves County employment before the completion of the calendar year will not receive the remaining unpaid portion of the taxable, flat amount annual meal stipend.

Section 15.2

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.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

ARTICLE 16 - RELOCATION REIMBURSEMENT

Section 16.1

Post Graduate Year I residents may be eligible for 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;

b. The resident's medical school must be at least 75 miles from VMC;

c. All expenses submitted for reimbursement must be in the resident's name;

d. Requests for relocation reimbursements must be submitted to the Graduate Medical Education Office within 30 calendar days of hire.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

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, 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 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 decision to the County Decision Maker. All costs related to the arbitration shall be borne equally by the Union and the County.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

County Decision Maker

The arbitrator's advisory decision will be forwarded to the Union and the County. Upon receipt of the advisory decision, the parties shall select the County Decision Maker from the following list of individuals: Designated Institutional Official, Employee Services Agency Appeals Officer, Deputy County Executive and County Executive. The parties will flip a coin with the winner deciding who will strike first from the list. After alternately striking, the one (1) name remaining shall be the County Decision Maker selected.

The County Decision Maker shall adopt, modify or reverse the advisory decision of the arbitrator. If the County Decision Maker does not adopt the arbitrator's decision, they shall elaborate on the reasons in writing. The decision of the County Decision Maker is final and binding on the Union and the County.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

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.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

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.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

ARTICLE 20 – STRIKES AND LOCKOUTS

During the term of this Agreement, the County will not lock out the employees who are covered by this Agreement. Neither the Union nor any CIR-represented employee will organize, carry out, cause, encourage, condone, or take part in any concerted job actions, such as strikes, work stoppages, slowdowns, sickouts, work to rule, sit-ins/sit-downs, intermittent strikes, partial strikes, sympathy strikes, or secondary actions such as refusing to cross picket lines or any other collective refusal to render services or to obstruct efficient operations of the County ("Strike Activity") during the term of this Agreement.

If CIR learns that any bargaining unit employees intend to engage in the prohibited Strike Activity described above, either through notice from the County or through other means, CIR will send a notice to all bargaining unit employees, with a copy to the Labor Relations Director, indicating; (1) the Strike Activity is not authorized or supported by CIR; and (2) Strike Activity may violate County or CSCHS system rules and result in disciplinary action. CIR shall take all other steps reasonably necessary to induce employees to cease any and all Strike Activity.

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

ARTICLE 21 - TERM OF THE AGREEMENT

This Agreement shall become effective only upon approval by the Board of Supervisors and upon ratification by the Union, and shall remain in full force and effect from June 24, 2024 to and including June 6, 2027 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 6, 2027, or any subsequent June 6 of its desire to terminate this Agreement or amend any provision thereof.

For the County of Santa Clara,

DocuSigned by:
Megan Roehl
EDEA563A67E6425...
8/15/2024
Megan Roehl — Date

DocuSigned by:
Nicholas Steinmeier
7C524728ABF8490...
8/14/2024
Nick Steinmeier — Date

DocuSigned by:
Phuong H. Nguyen, MD
9097F432E932467...
8/14/2024
Phuong Nguyen, M.D. CMO — Date

Approved as to Form and Legality:

DocuSigned by:
Masa Shiohira
644321D16A8A4E7...
8/13/2024
MASA SHIOHIRA — Date
Lead Deputy County Counsel

For CIR-SEIU,

Taylor Walker, MD — 8/13/24
Dr. Taylor Walker, President CIR/SEIU — Date

7/15/2024
Susan Naranjo, Executive Director CIR/SEIU — Date

7/19/2024
Evan Shegog, Internal Medicine — Date

Olivia Hall (Jul 16, 2024 08:55 PDT) — 7/16/2024
Olivia Hall, Internal Medicine — Date

Lucas Hill — 7/18/2024
Lucas Hill, Internal Medicine — Date

Curran Bice (Jul 15, 2024 15:51 PDT) — 7/15/2024
Curran Bice, Radiology — Date

Siraj Haq (Jul 20, 2024 09:34 PDT) — 7/20/2024
Siraj Haq, Radiology — Date

Elena Vinopal (Jul 16, 2024 15:06 PDT) — 7/16/2024
Elena Vinopal, OB/GYN — Date

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

Gloria Han (Jul 15, 2024 19:58 PDT) 7/15/2024

Gloria Han, OB/GYN Date

Timothy Rodgers July 15, 2024

Timothy Rodgers, Chief Negotiator, Reviewed for verification of accuracy of agreement Date

Docusign Envelope ID: 3691C1D1-11CE-47B4-84BA-363E60F2D90A

Committee of Interns & Residents

Salary Tables

Job Title	Job code	Hourly	Bi-Weekly
POST GRADUATE YEAR I	P39	37.180	2974.40
POST GRADUATE YEAR II	P37	39.701	3176.08
POST GRADUATE YEAR III	P36	42.930	3434.40
POST GRADUATE YEAR IV	P35	46.185	3694.80
POST GRADUATE YEAR V	P34	48.990	3919.20

Effective: June 24, 2024

Job Title	Job code	Hourly	Bi-Weekly
POST GRADUATE YEAR I	P39	38.667	3093.36
POST GRADUATE YEAR II	P37	41.289	3303.12
POST GRADUATE YEAR III	P36	44.647	3571.76
POST GRADUATE YEAR IV	P35	48.032	3842.56
POST GRADUATE YEAR V	P34	50.949	4075.92

Effective: June 9, 2025

Job Title	Job code	Hourly	Bi-Weekly
POST GRADUATE YEAR I	P39	40.213	3217.04
POST GRADUATE YEAR II	P37	42.940	3435.20
POST GRADUATE YEAR III	P36	46.432	3714.56
POST GRADUATE YEAR IV	P35	49.953	3996.24
POST GRADUATE YEAR V	P34	52.986	4238.88

Effective: June 8, 2026

Signature: Timothy Rodgers
Timothy Rodgers (Aug 13, 2024 10:31 CDT)

Email: trodgers@cirseiu.org