AGREEMENT

between

Lifelong Medical Care

And

The Committee of Interns and Residents – SEIU Healthcare

August 22, 2024 through June 30, 2027

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ARTICLE 1.
RECOGNITION

The Employer recognizes the CIR/SEIU as the exclusive bargaining representative for the full time and regular part-time interns, residents, chief residents and fellows ("Residents") employed by the Employer at its facilities, excluding all other employees including guards and supervisors as defined in Section 11 of the National Labor Relations Act.

ARTICLE 2.
NO STRIKE/NO LOCKOUT

Neither CIR nor any Resident will cause, engage or participate in any strike, sympathy strike, work stoppage, or work interruption. The Employer will not directly or indirectly cause, engage, or participate in any lockout during the life of this Agreement as a result of any dispute with CIR/SEIU or any Resident(s).

ARTICLE 3.
PROHIBITION AGAINST DISCRIMINATION

The Employer shall not discriminate against any Resident on account of race, color, creed, national origin, sex, age, place of medical education, disability, marital status, sexual orientation, gender identity and/or expression or citizenship status.

ARTICLE 4.
WRITTEN AUTHORIZATION

The parties acknowledge and agree that the term "written authorization" as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the union, and authorization for voluntary deductions from wages or payments for remittance to COPE funds, subject to the requirements of state and federal law. The Employer shall accept written confirmation (e.g., e-mail) from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as "written authorization" for purposes of this Agreement.

ARTICLE 5.
DUES, UNION SECURITY, CHECK OFF, MAINTENANCE OF CHECK OFF

1. It shall be a condition of employment that all Residents covered by this Agreement shall on or by the 31st day following the effective date of this Agreement, become and remain members in good standing of the Union. It being understood that membership in good standing on the part of a Resident shall mean the payment of periodic dues uniformly required as a condition of membership, or pay a fair share fee to the Union to cover the Resident's fair share of expenditures made by the Union for matters that are germane to collective bargaining. It shall

also be a condition of employment that all Residents covered by this Agreement and hired on or after its effective date or the execution thereof, whichever may be later, shall on or after the 31st day following the beginning of such employment become and remain members in good standing of the Union or pay an agency fee to the Union.

No discrimination or reprisal shall be visited against any such Resident by either party based upon membership or non-membership in the CIR/SEIU.

2. CIR/SEIU shall have the exclusive right to the check off and transmittal of dues or agency fee on behalf of each employee in the unit, said dues or agency fee to be checked off monthly from the paycheck of each Resident, pursuant to the directive of CIR/SEIU, in such amounts as CIR/SEIU shall establish. The Employer agrees to forward said dues and agency fees to CIR/SEIU by the 20th day of the month after they are collected.
3. CIR/SEIU will provide the Employer verification that dues and fee deductions have been authorized by employees. Employees may express such authorization by submitting to CIR/SEIU a written membership application form, through electronically recorded phone calls, by submitting to CIR/SEIU an online deduction authorization, or by any other means of indicating agreement allowable under state and federal law.
4. It is specifically agreed that the Employer assumes no obligation, financial or otherwise arising out of the provisions of this Article, and CIR/SEIU agrees that it will indemnify and hold the Employer harmless for any claims, judgments, actions or proceedings made by any Resident arising from deductions made by the Employer pursuant to this Article. After deductions are remitted to CIR/SEIU, the disposition thereof shall be the sole and exclusive obligation and responsibility of CIR/SEIU.
5. Any Resident in the unit who have authorized Union dues deductions on the effective date of this Agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the Employer during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues deduction each year during the period August 1 to August 15 by notifying the Union of their termination of Union dues deduction. Such notification shall be delivered by certified mail and should be in the form of a letter.

ARTICLE 6.
EMAIL AND ONLINE COMMUNICATION (UNION ACCESS)

In order to foster good communications among represented employees, the Employer shall allow the Union to send notices via the Employer's email system. The Employer will, within five (5) business days from the receipt of a request, provide the Union with a list of all email addresses for Residents that currently have Employer email accounts.

ARTICLE 7.
ORIENTATION ACCESS AND MEMBER LISTS

The Employer shall ensure that CIR/SEIU is allotted a reasonable amount of time (no less than 45 minutes) at all GME orientation sessions in order to disseminate information concerning CIR/SEIU and its benefit to new Residents. Each year, the Employer shall provide to CIR a list by department of all new interns, residents and fellows by May 15 which list shall include designation by post graduate years, and fellowship titles (if any), home or mailing address, telephone number, personal email addresses and work email addresses. By July 1 the Employer shall provide to CIR a list by department of all graduating (terminated) interns, residents and fellows.

ARTICLE 8.
PAC/COPE CHECKOFF

The Employer agrees that upon written authorization from a Resident on a form agreed upon by the Employer and CIR/SEIU, the Employer will deduct from each Resident's pay funds for the SEIU COPE Fund.

The parties acknowledge and agree that the term "written authorization" includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law.

ARTICLE 9.
RELEASE TIME

With prior approval from the employee's Program Director, time off with pay shall be allowed to CIR delegates and representatives to allow for participation in activities described in this Agreement. Approval will not be unreasonably withheld. The parties recognize that time spent in such activities shall not interfere with patient needs. Additionally, CIR delegates shall be granted time off to attend CIR's annual convention.

ARTICLE 10.
BULLETIN BOARDS

The Employer shall provide a bulletin board in the hallway immediately outside the Resident Lounge to be used exclusively by the Union.

ARTICLE 11.
ACCESS TO FILE

1. Each Resident shall have access, upon their request to their personnel files that reside within Human Resources and the right to copy any documents therein, excluding only recommendations received in connection with the hiring of the Resident on the express condition of confidentiality.

   The Resident shall have the right to place in their file a response to any evaluatory statement in their file.

2. A Resident may seek a correction or deletion to their personnel/employee record by submitting a written request to the Program Director for a review by the Clinical Competence Committee.
3. A Resident may place in their file a response to any incident report in their file and such incident reports shall be removed from the Residents file at the completion of their residency period where the report has not led to any disciplinary action.
4. All adverse materials to be placed in the Residents file must be shown and given to the Resident prior to placement in the file. Any adverse documents not shown or given to the Resident may not be considered in any disciplinary hearing.

ARTICLE 12.
EMPLOYMENT SECURITY

1. An incumbent Resident shall not be prevented from completing their residency program because of the Employer's decision to reduce the number of Residents in the program for budgetary reasons, or to make the program, if it is pyramidal in structure, more pyramidal. The foregoing provisions shall not be construed to affect existing rights of the parties regarding renewal of appointments, except that questions regarding non-renewal of Resident appointments, may be processed in accordance with (Individual Contract Article) of the contract.
2. The Employer will notify each Resident affected and CIR/SEIU:
    a. within thirty (30) days of a decision to discontinue any training program for any reasons;
    b. immediately upon receipt from the ACGME, ADA, AOA, or APMA of any notification regarding non-accreditation or probation or similar change in the professional status of any training program.
3. The Department and the Employer shall make a good faith effort to assist any Residents in a program for which accreditation is limited or terminal who so requests to find and secure another position in an accredited program. Such assistance will include honest and forthright letters of reference, residency position search assistance, release time for interviews whenever possible, cooperation with other programs in the creation of "graft-on" positions, and the like. For Residents continuing in a program for which accreditation is lost, the Department and Employer will maintain levels of training, continue to provide rotations required for certification and add appropriate ancillary and professional staff to cover any losses in Resident coverage. The Employer shall take all appropriate steps to try to gain full accreditation for the program, to encourage Residents to remain in the program, and shall balance the service needs of the department with the professional goals of the Resident involved.
4. In the event of termination of a residency program, the Employer agrees to provide employees a reasonable amount of time off without loss of pay, not to exceed five days, to facilitate transition to a new residency program whenever possible provided that it does not disqualify a

resident from receiving credit. Said time off shall be requested in writing by the employee and shall be scheduled in accordance with the Employer's operating needs.

ARTICLE 13.
INDIVIDUAL CONTRACTS

1. Each Resident prior to their employment at the Employer, shall receive a written contract consistent with any of the provisions herein, ACGME standards and institutional and program policy. In the event the Employer, for reasons beyond its control, cannot meet its obligations above, it shall immediately notify the individual Resident.
2. The form of individual contract presently used by the Employer shall be furnished to the CIR/SEIU, and, if changed, a copy of any such changes shall be furnished to the CIR/SEIU prior to its use.
3. The Program shall provide a resident with a written notice of intent not to renew a resident's contract when that resident will not be promoted to the next level of training or when that resident will be dismissed no later than four months prior to the end of the resident's contract. Should a resident's renewal be deemed to be in question, the Program shall notify the Resident of the same immediately and shall inform the Resident of the areas for needed improvement and when they need to be made to ensure that renewal is likely. However, if the primary reason(s) for the non-renewal occur(s) less than four months prior to the end of the contract, LifeLong Medical Care will provide residents with as much written notice of the intent not to renew as the circumstances will reasonably allow.
4. No individual waiver by a Resident of their rights under this Agreement shall be effective unless consented to in writing by the CIR/SEIU.
5. Recommendations of non-renewal shall be in writing and shall set forth the reasons for such non-renewal.
6. Each Resident appointed to the training program of the Employer shall be paid by the Employer and the terms and conditions of their employment shall be governed by this Agreement, ACGME requirements as well as institutional and program policies.
7. Residents shall have the right to appeal non-renewal decisions pursuant to the procedures described in Article 15 (Discipline Procedure).

ARTICLE 14.
REPRESENTATION ON COMMITTEES

1. The Employer shall maintain its current practices regarding Resident representation on committees, with the following additions or exceptions.
2. With prior approval from the employee's Program Director, adequate release time shall be provided for Resident representatives for meetings and preparation. Release time requests shall not be unreasonably denied.
3. Requests for each meeting shall be made in writing with an agenda attached.

ARTICLE 15.
DISCIPLINE PROCEDURE

Disciplinary Actions

Appealable Academic or Other Disciplinary Actions:

All residents participating in an ACGME accredited program sponsored by LifeLong will be afforded the opportunity to have reviewed and appealed, in the manner set forth below, any of the following decisions:

1. Academic Probation
2. Suspension
3. Adverse semi-annual evaluation
4. Repeat academic year
5. Denial of certificate of completion
6. Non-renewal of appointment
7. Dismissal for cause

Descriptions of Appealable Academic or Other Disciplinary Actions

Academic Probation

Residents who are in jeopardy of not successfully completing the requirements of a GME training program may be placed on academic probation by the Program Director. Conditions of academic probation will be communicated to the Resident in writing and should include: a description of the reasons for the probation, any required remedial activity, and the specific time frame for the required remedial activity.

Suspension

The Program Director or DIO may suspend the Resident from part or all of the Resident's usual and regular assignments in the GME training program, including, but not limited to, clinical and/or didactic duties, when the removal of the Resident from the clinical service is required for the best interests of patients, staff and/or Resident.

Adverse Semi-Annual Evaluation

The Clinical Competence Committee's semi-annual evaluation has an overall rating of marginal or unsatisfactory. A Resident may request a review by the Clinical Competence Committee for a semi-annual evaluation that is adverse (overall unsatisfactory or marginal).

Repeat an Academic Year

A Resident may be required to repeat an academic year in lieu of dismissal from the Program due to unsatisfactory progress in the training program or for other problems.

Denial of Certificate of Completion

If the Program Director, in consultation with the DIO, decides not to award the Resident a Certificate of Completion, the Program Director will notify the Resident as soon as reasonably practicable of this intent and the basis therefore.

Non-Renewal of Appointment

The Resident's appointment is for a one-year period, which is normally renewed annually. Due to the increasing level of responsibilities and increasing complexity of clinical care over the course of the Resident's training, satisfactory completion of prior academic year(s) or rotation(s) does not ensure satisfactory proficiency in subsequent years or rotations. A Resident may have their appointment not renewed at any time there is a demonstrated failure to meet programmatic standards.

Dismissal for Cause

Based on the Program Director's discretion with concurrence by the DIO, a Resident may be dismissed from a GME training program for academic deficiencies or disciplinary cause. Reasons for dismissal may include but are not limited to the following:

1. A failure to achieve or maintain programmatic standards in the GME training program;
2. a serious or repeated act or omission compromising acceptable standards of patient care and/or patient safety including but not limited to an act which constitutes a medical disciplinary cause;
3. unprofessional, unethical or other behavior that is otherwise considered unacceptable by the GME training program;
4. a material omission or falsification of a GME training program application, medical record, or LifeLong Medical Center or medical document, including billing records.

Non-Appealable Actions:

The following actions are not appealable:

Administrative Actions:

1. Automatic suspension
2. Automatic resignation
3. Investigatory leave
4. Conditional leave

Academic Actions:

1. Counseling letter
2. Notice of concern

Descriptions of Non-Appealable Administrative Actions

Automatic Suspension

The Resident will automatically be suspended from the GME training program for any of the following reasons:

1. failure to complete and maintain medical records as required by the medical center or participating sites in accordance with the center's/hospital's medical staff bylaws and/or rules and regulations; or
2. failure to comply with HIPAA requirements; or
3. failure to comply with state licensing requirements of the California Medical Board or the Osteopathic Medical Board of California; or
4. failure to obtain or maintain proper visa status or to provide visa or license verification; or unexcused absence from the GME Training Program for five or more business days; or
5. failure to maintain organizational training or certification requirements; or
6. failure to maintain immunization requirements; or
7. failure to meet other mandatory requirements as described in the GME or Program policies.

Automatic Resignation

Automatic resignation will follow automatic suspension from the GME training program if the problem has not been rectified. Failure of the Resident to provide verification of an appropriate and currently valid visa or verification of current compliance with state licensing requirements of the state Medical Board of California and Osteopathic Medical Board of California during the suspension period may result in the Resident's automatic resignation from the GME training program.

Leaves

Investigatory leave and conditional leave of absence are not intended to replace any leaves that a Resident may otherwise be entitled to under state or federal law, or LifeLong policy.

Investigatory Leave

A Program Director may place a Resident on investigatory leave in order to review or investigate allegations of deficiencies or in circumstances where, in the judgment of the Program Director, the Resident may pose a threat to public, patient or staff health or safety, in situations where the Resident's own health or safety may be compromised, or where uncertainty exists regarding the Resident's ability to meet program expectations. The leave will be confirmed in writing, stating the reason(s) for and the expected duration of the leave. The alleged deficiency should be of a nature that warrants removing the Resident from the GME training program. The Program Director should, as soon as practicable under the circumstances, complete an investigation and either return the Resident to the program or initiate further action under these Guidelines. The Resident will be paid for the period of investigatory leave.

Conditional Leave

A conditional leave of absence from the GME training program may be provided only under exceptional circumstances, upon the Resident's written request, and at the Program Director's

discretion with concurrence of the DIO. At the end of the conditional leave, the Program Director will determine whether to re-admit the Resident conditionally, unconditionally, on probation, or to seek the Resident's dismissal pursuant to the procedures contained in these Guidelines. The Resident will not be paid a stipend for the period of the conditional leave. Potential uses of conditional leave include, but are not limited to, illness beyond sick leave limitations, personal leave to care for a personal or family emergency, or pursuit of an educational opportunity not related to the training program. In granting the request for leave the Program Director will specify in writing the acceptable time frame and any conditions for return.

Descriptions of Non-Appealable Academic Actions

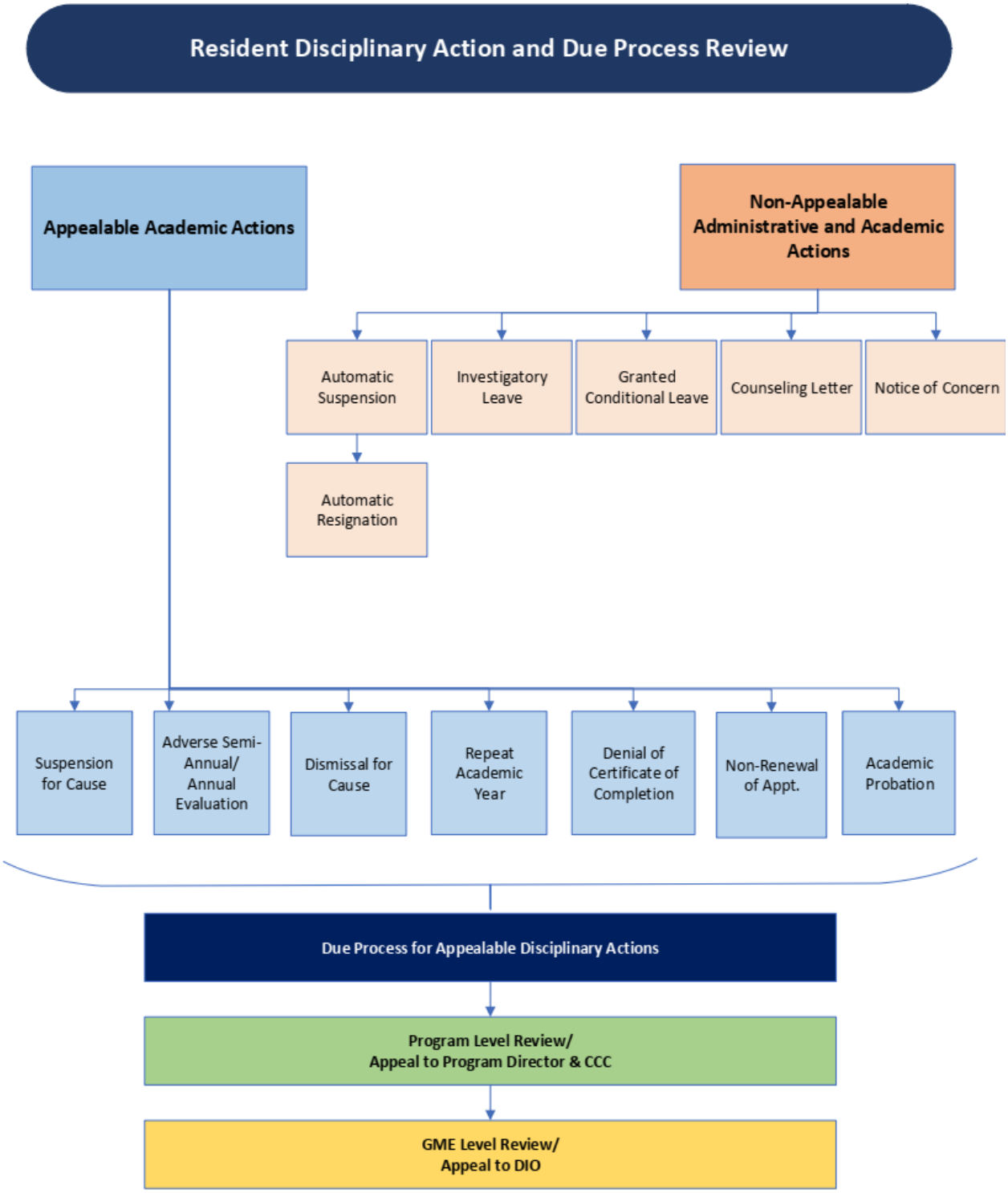
Counseling Letter

A counseling letter may be issued by the Program Director to a Resident to address an academic or professional deficiency that needs to be remedied or improved. The purpose of a counseling letter is to describe a single instance or pattern of problematic behavior or interaction and to recommend actions to rectify the behavior.

Notice of Concern

A notice of concern may be issued by the Program Director to a Resident who is not performing satisfactorily. Notices of concern should be in writing and should describe the nature of the deficiency and any necessary remedial actions required on the part of the Resident. A Letter of Concern is typically used when a pattern of problems emerges.

Figure 1: Due Process Flow Chart



Disciplinary Review Process

The process described in this document is designed to provide appropriate review of actions that may adversely affect a resident's status while at the same time ensure patient safety, quality of care and the proper conduct within the training programs. The resident is NOT entitled to legal representation at any point in the appeal process.

The following process to contest an appealable disciplinary action shall be available to the resident:

Program Level Review

1. Upon receipt of a decision by the Program Director resulting in an appealable disciplinary action, the resident may request the opportunity to present, in person, to the CCC their appeal of the decision. The resident must make this request to their Program Director, in writing, within ten (10) business days of receiving the notice of the decision. The resident presentation to the CCC shall occur within thirty (30) business days of receipt of the request to the Program Director unless a later date is mutually agreed to by all parties. The resident shall be provided with the opportunity to present oral and written statements in support of the appeal.
2. Following the appeal meeting, the CCC will provide a recommendation to the Program Director. The Program Director will meet with the resident to discuss the issue further. The resident may have another resident from the program or a union representative attend the meeting with them for observational support only. The Program Director shall respond to the appeal in writing within ten (10) business days of the resident's meeting with the Program Director. This concludes Program Level Review.
3. The next level of appeal available to the resident is GME Level Review. If the resident does not make a timely request for the GME Level Review, the decision resulting from the Program Level Review shall be final and binding on the resident and Program, and shall conclude the Disciplinary Review Process.

GME Level Review

1. Should the resident physician be dissatisfied with the response of the Program Director, they may, within ten (10) business days of receipt of the Program Level Review response, submit a written appeal to the DIO.
2. Upon receipt of the written appeal, an appeal panel will be formed by the DIO's office to review the evidence relied upon by the Program Director. The three-person panel will consist of the Deputy CMO (or their designee), core faculty member, and a chief resident member (or a resident that is a designee of the chief resident).
3. The panel may gather evidence, interview individuals, and request further information from the involved parties that has not been previously provided and is addressed in the written appeal.
4. Within one month of receipt of the appeal, the panel will provide a written copy of their recommendation to the DIO.
5. If the decision of the panel is not unanimous, the dissenting party may submit a written dissenting opinion at the same time.

6. The DIO will respond in writing within five (5) business days of receipt of the panel's recommendation.
7. The DIO may accept the recommendation, amend it, reverse it, or refer it back to the panel for reconsideration.
8. The decision of the DIO is final.

Timelines

Timelines related to the discipline procedure may be extended by mutual written agreement.

ARTICLE 16.
GRIEVANCE PROCEDURE

1. A grievance shall be defined as a dispute regarding the interpretation or application of the terms of this written Agreement, other than for discipline. Discipline shall be appealed pursuant to the procedures set forth in Article 15 (Discipline Procedure). Grievances may be brought by an individual Resident with the assistance of the CIR/SEIU, and shall be undertaken as follows:

   a. First Step: The Resident and CIR/SEIU shall present the grievance in writing to the Program Director, or their designated representative. Grievances must be presented within ten (10) business days after the Resident knew of the alleged violation leading to the grievance. The Program Director, or their designee, shall give their answer in writing to the Resident and the CIR within twenty (20) business days thereafter.

   b. Second Step: If no satisfactory settlement is reached at the First Step, the Resident may present the grievance in writing to the Designated Instituted Official (DIO) or their designated representative within five (5) business days after the Resident receives the First Step answer from the Program Director or designee.

      The DIO or their representative will meet with the Resident and a representative of the CIR/SEIU within ten (10) business days after receipt of the written grievance and shall give their answer in writing to the written grievance within ten (10) business days after they meet with the Resident and CIR representative.

   c. Third Step: If any grievance is not satisfactorily resolved in the foregoing procedure, CIR/SEIU, may within thirty (30) calendar days after it receives the DIO, or their representative's answer at the Second Step, file a demand for arbitration. The Union and LifeLong shall select an arbitrator. If the parties cannot agree upon the selection of an arbitrator, they shall request a list of arbitrators from the Federal Mediation and Conciliation Service (FMCS). The parties shall alternately strike names from such list until one name remains, which person shall be the arbitrator.

      The award of an arbitrator pursuant to this section, upon a grievance subject to arbitration shall be final and binding upon all parties through this agreement provided, however, that such award may not add to, subtract from or change any of the terms or provisions of this Agreement, giving the words used their common and ordinary meaning. The arbitrator's

jurisdiction shall extend only to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement. Each party shall bear all the expenses of its own representatives and witnesses. The arbitrators' fees, as well as other expenses connected with the formal hearing, shall be borne equally by both parties.

2. Any of the foregoing steps may be waived by mutual written consent of the parties.
3. Any of the foregoing timelines can be extended upon mutual agreement of the parties.
4. Failure by the Employer to respond within the time limits prescribed shall be deemed a denial of the grievance.
5. Residents shall be entitled to representation by CIR at all Steps of the grievance. The Department will allow time off to Residents involved in grievance proceedings so long as time off shall not interfere with normal Employer and/or facility operations.

ARTICLE 17.
CALL ROOMS/LOUNGES

1. The Employer shall ensure that any agreements or arrangements for clinical hours worked at facilities not owned or controlled by the Employer shall include arrangements for adequate call rooms to allow Residents to rest during duty hours.
2. Resident Lounges
    a. The Employer shall maintain a lounge for the exclusive use of Residents such that all Residents have reasonable access to the lounge. The Lounge shall be furnished with couches, and tables, and at least two working house telephones with access to regional area codes. CIR shall be notified of any change in the location of the lounge.
    b. There shall be a computer with intranet and approved internet access in the Resident lounge that is in reasonable proximity to the Employer's high-speed network and a printer. The Employer will provide a microwave, a wall mounted monitor, a refrigerator, and a coffee urn in or reasonably accessible to the lounge. The lounge shall be regularly stocked with snacks.

ARTICLE 18.
HEALTH AND SAFETY

The Employer will make every effort to provide a healthy and safe work environment in compliance with state and federal health and safety laws and regulations. To achieve these goals the residents will be:

1. Integrated into the Employer's infection control program. The literature, seminars, and other educational tools prepared by this program, when appropriate for the Residents, shall be made available to them. The protocols for blood borne pathogens, developed by the infections control programs, shall be given to the Residents.

2. Provided with personal protection equipment that consists of masks, gloves, gowns, goggles and other appropriate equipment as needed.

ARTICLE 19.
MOONLIGHTING

Moonlighting shall mean voluntary, compensated, medically related work performed beyond a resident's or fellow's clinical experience and education hours and additional to the work required for successful completion of the program. Other work that is not medically related is not considered moonlighting. Moonlighting must not interfere with the ability of the resident to achieve the goals and objectives of the educational program. Time spent by residents moonlighting, both internal and external, are counted toward duty hour limits and closely monitored by the program in a manner similar to other duty hours.

PGY-1 residents may not moonlight. Residents must have an unrestricted Physician and Surgeon's License to moonlight. Residents are responsible for ensuring that moonlighting and other activities do not result in fatigue that might affect patient care or learning. It is the responsibility of the resident to obtain written permission to moonlight from their program director prior to beginning any internal or external moonlighting activity.

Residents in good academic standing or not on an academic plan may be granted permission to moonlight unless there is good reason for denial.

The program director will monitor resident performance in the program to ensure that moonlighting activities are not adversely affecting patient care, learning, or resident safety including fatigue. If the program director determines that resident performance does not meet expectations, permission to moonlight will be withdrawn.

Any resident moonlighting without written pre-approval will be subject to disciplinary action.

ARTICLE 20.
OUT OF TITLE WORK

No Resident shall be regularly and recurrently assigned to duties and responsibilities not appropriate to a Resident's Training as the ACGME and/or the applicable Residency Review Committee (RRC) defines those duties.

ARTICLE 21.
MALPRACTICE INSURANCE

1. LifeLong shall maintain malpractice coverage for Residents consistent with that provided to LifeLong's providers. LifeLong will notify the Residents within 30 days of any lapse or cancellation of coverage.
2. To the extent reasonably possible, the Employer shall notify the Union in writing of any prospective change in professional liability insurance policy coverage or self-insurance program at least thirty days prior to such change.

3. LifeLong does not provide malpractice insurance for work performed for moonlighting with non-LifeLong employers. This contract does not provide coverage for moonlighting. The resident must provide evidence of coverage prior to approval of moonlighting.

ARTICLE 22.
COATS/LAUNDRY

The Employer shall provide two free long laboratory coats to Residents and laundering free of charge. Each class may elect to substitute another garment of their choice for one lab coat of equivalent value.

ARTICLE 23.
WORK SCHEDULES

If practicable, changes in a work schedule during a Residents contract term shall be the subject of reasonable prior notice to the affected Resident.

The Employer will ensure that Residents duty hours and work schedules conform with ACGME standards. Residents will not be required to work more than an average of eighty (80) hours per week over a four (4) week period.

Any concerns regarding excessive work hours or the Employer's compliance with ACGME guidelines shall be referred to the Program Director. If the issue remains unresolved, it may be referred to the DIO to fully investigate and determine solutions.

Such issues shall not be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 24.
CELL PHONES

Cell Phones: Each Resident will be furnished with a functional cell phone which will be maintained throughout the residency.

ARTICLE 25.
CERTIFICATION AND EXAMS

The Employer shall pay for all required BCLS, ACLS, ATLS and PALS courses for full certification and subsequent re-certification for each Resident including time off for the length of such courses.

The Employer shall pay the full cost of any course or examination required for employment or licensure.

Residents must pass USMLE Step 3 or COMLEX III in order to graduate. All test attempts during the program will be reimbursed.

Also, if a resident completes their first year of training in another institution, they will also be eligible for reimbursement until the end of their PGY 2. Requests by Residents to use personal days, vacation days or unpaid leave to take the test will not be unreasonably denied.

The Employer shall provide dedicated study and preparation time for examinations consistent with program procedure.

ARTICLE 26.
ONLINE MEDICAL LIBRARY

The Employer shall provide access to an Online Medical Library available to all residents. This library shall include materials needed for clinical care and scholarly activities.

ARTICLE 27.
SALARIES

Salary is based on PGY as determined by the Program Director.

PGY	Current Salary	Effective June 24, 2024	Date in June 2025 when the resident promotion to the next year takes effect	Date in June 2026 when the resident promotion to the next year takes effect
1	$71,027.77	$73,868.88	$76,823.64	$79,128.35
2	$74,306.26	$77,278.51	$80,369.65	$82,780.74
3	$77,583.73	$80,687.07	$83,914.55	$86,431.99

Each full-year Chief Resident shall receive for their service additional pay of three thousand dollars ($3,000) per year.

ARTICLE 28.
HOTELING AND RIDESHARE

1. The parties shall form a committee of two (2) members each of Union and Employer voting member(s), any of which may designate an alternate, and to be chaired by a designee of the employer who shall have the power to break ties related to sections 1 through 3 of this provision. The Employer shall establish a fund to be funded annually to an amount agreed by the committee. The committee shall disburse the funds for the purpose of ensuring the safety of residents who are working overnight or on a shift that ends after 9 pm, who do not believe that they can safely commute home.
2. The committee shall establish relationships with at least two hospitality providers near the remote site(s) to allow residents to stay at no upfront cost to themselves and to be paid through the fund.
3. The Employer agrees to provide LifeLong Rideshare services for residents who are working over night or working a shift that ends at or after 9pm. Residents who choose to leave their

personal vehicles at the remote site shall be provided a ride through the fund to retrieve their vehicle.

4. Decisions regarding priority of access to hotel rooms shall be in the exclusive purview of the Union members of the committee.

ARTICLE 29.
SEPARABILITY

In the event that any provision of this Agreement is found to be in contravention of any Federal, State or City law or regulation or found by any court of competent jurisdiction to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

ARTICLE 30.
NOTICE OF TRANSFER, ASSIGNMENT OR SALE

1. In the event of a sale, transfer, merger or assignment, or any other disposition of LifeLong herein, the Union will be given sixty (60) days written notice by the Employer.

   If any disposition of LifeLong results in a site closing or mass lay-off specifically covered by the WARN Act, the Employer will comply with the legal requirements of said Act.

2. A recommendation to the Board of Directors will be made that in the event of a transfer, change of management, assignment or sale all present Union members shall be retained as a condition of said change.
3. In the event of a sale, transfer, merger or assignment, or any other disposition of LifeLong herein, the Union will be given thirty (30) days written notice by the Employer.

ARTICLE 31.
ADMIN TIME

Residents shall receive 1 hour each week for admin time taken out of their family practice clinics. This admin time is work time done in clinic.

ARTICLE 32.
BENEFITS

Residents are eligible to participate in the Employer’s health and wellness benefits plus any ancillary benefits on the same basis as full time employed attending physicians as such exist.

Employer provided health insurance shall provide Mental Health benefits.

ARTICLE 33.
ADDITIONAL STIPENDS AND REIMBURSEMENTS

Section 1. Wellness Fund

The Employer shall provide a Wellness Fund of two-thousand dollars ($2,000) per academic year per resident.

Section 2. Meals

Residents will receive meals or stipends from the Hospital (or LifeLong when the Hospital does not supply it) for scheduled shifts on a required rotation.

Section 3. Compensation for Language Proficiency

LifeLong shall designate languages of high community utilization by practice site. Residents shall be paid a one-thousand and forty-dollar ($1,040) differential annually, prorated based on FTE, and shall be disbursed with each pay period for providing care in one of more designated languages of high community utilization. To qualify for the differential, the Resident must take and pass a language proficiency exam.

Section 4. Transportation Stipend

The Employer shall provide mileage reimbursement consistent with IRS rates and regulations for all work-related travel except for the commute from and to home.

Section 5. Relocation Allowance

The Employer shall reimburse up to one thousand three hundred dollars ($1,300) in moving costs for residents entering the program.

ARTICLE 34.
MANAGEMENT RIGHTS

Except to the extent expressly limited by this Agreement, LifeLong retains the exclusive rights to manage the business, direct and control the business and workforce, and to make any and all decisions affecting the business, including, but not limited to the following: the exclusive right to plan, determine, direct and control the nature and extent of all of its operations and commitments; to determine the locations of its operations; to open, close, consolidate and relocate its operations; to install or introduce any new or improved service methods, patient care procedures, facilities or equipment and to maintain efficient operations; to hire, train, promote, demote, transfer, layoff, and recall employees; to require employees to participate in training; to hire temporary, casual or per diem employees; to determine adequate staffing and coverage; to contract out work or subcontract out work; to suspend, discipline and discharge employees for just cause; to determine the methods of investigating alleged employee misconduct; to select and determine the number of its employees; to determine and assign the work duties of employees; to issue and enforce reasonable work rules and policies; to create or modify job descriptions; to determine medical, health care and safety standards; to evaluate employee performance; to install or remove equipment; to determine and modify the methods, procedures, materials and operations to be used or to discontinue their use by employees of LifeLong; to discontinue, or reorganize or combine any department or branch of operations; to establish institutional and programmatic policy; to establish the standards and qualifications for hiring and advancement through the residency program; to determine training

methods, rotations, rotation schedules and curricula; to establish residency programs and to determine the number and qualifications of persons admitted to such programs; to comply with ACGME requirements; to increase wages and benefits above the levels provided in this Agreement, and in all respects to carry out, in addition, the ordinary and customary functions of management, whether exercised or not.

The foregoing management rights are expressly reserved to LifeLong and shall not be subject to the Grievance Procedure.

ARTICLE 35.
TERMINATION AND RENEWAL

This Agreement dated [*signature date*] shall be in full force and effect from [*insert date of CIR-SEIU's ratification date*] through June 30, 2027 and shall continue in full force and effect and be automatically renewed thereafter from year to year unless either party gives written notice to the other at least ninety (90) days prior to any expiration date of its intent to terminate or modify this Agreement.

For the Employer:

LIFELONG MEDICAL CARE

_____

Cecilia Aviles, MBA, BSA, RN

Chief Executive Officer

_____

Dr. Brent Sugimoto

Family Medicine Residency Program Director

_____

Ayeola Alexander

Chief People Officer

For the Union:

COMMITTEE OF INTERNS AND RESIDENTS/SEIU

_____

Susan Naranjo

Executive Director