COLLECTIVE BARGAINING AGREEMENT
BETWEEN

STANFORD HEALTH CARE

AND

COMMITTEE OF INTERNS AND RESIDENTS / SEIU

DECEMBER 19, 2023 TO DECEMBER 18, 2026

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Article 1
Recognition

Pursuant to the Certification of Representative issued by the National Labor Relations Board (NLRB) in Case No. 32-RC-291241, the Employer, Stanford Health Care ("SHC" or "Employer"), recognizes The Committee of Interns and Residents ("CIR/SEIU" or "Union") as the representative for all full-time and regular part-time House Staff (Interns, Residents, Chief Residents, and Fellows) employed by the Employer at facilities located in Atherton, CA; Burlingame, CA; East Palo Alto, CA; Madera, CA; Menlo Park, CA; Mountain View, CA; Oakland, CA; Palo Alto, CA; Pleasanton, CA; Portola Valley, CA; Redwood City, CA; San Francisco, CA; San Quentin, CA; San Jose, CA; San Mateo, CA; Santa Clara, CA; Santa Monica, CA; Seaside, CA; Stanford, CA; Sunnyvale, CA; Truckee, CA; and all other rotation sites; excluding all other employees, directors, managers, confidential employees, office clerical employees, guards, and supervisors as defined by the National Labor Relations Act. Persons in such titles are hereinafter referred to as "Residents and/or Fellow(s)."

Article 2
Non-Discrimination in Employment

A. General Provisions

There shall be no discrimination or harassment by SHC or CIR/SEIU against any Resident or Fellow on the basis of race, color, religion, marital status, national origin, ancestry, sex (including gender, pregnancy and childbirth, including medical conditions related to pregnancy, childbirth, and/or breastfeeding), sexual orientation, gender identity or expression, physical or mental disability, medical condition (cancer-related or genetic characteristics or genetic information including family medical history), service in the uniformed services, status as a covered veteran, age, citizenship, political affiliation/opinion.

Neither SHC nor CIR/SEIU will discriminate in the application of the provisions of this Agreement based on union activity/affiliation, or based upon any lawful protected concerted activity in support of or in opposition to the Union, in violation of the National Labor Relations Act.

B. Fair and Respectful Treatment

SHC and the Union recognize that fair and respectful treatment of Residents and Fellows promotes a work environment and organizational culture in support of the values of the Graduate Medical Education Training Programs.

C. Limitation of Remedies

Any remedy or decision made pursuant to a grievance which alleges a violation of this Article shall be limited to enforcement of, or compliance with, the express terms and conditions of this

Agreement, which, in and of themselves, are eligible for review under the Grievance Procedure of this Agreement. In accordance with Articles 11 (Grievance Procedure) and 12 (Arbitration), the arbitrator's authority remains limited to enforcement of the terms of the collective bargaining agreement.

No settlement, remedy or decision regarding an alleged violation of this Article will require a punitive action, monetary or otherwise, or the imposition of discipline upon any employee of the Employer, whether or not such employee is a member of the bargaining unit covered by this Agreement.

Article 3
Dues Deduction

A. Residents and Fellows covered by this agreement shall, as a condition of employment, on or after the 31st day following the effective date of this agreement or the beginning of employment either:

   1. Become and remain members of the CIR/SEIU in good standing during the term of their employment, it being understood that membership in good standing on the part of a Resident or Fellow shall mean the tender by such Resident or Fellow of such periodic dues uniformly required as a condition of membership, or

   2. Pay an agency fee to CIR/SEIU to cover the Resident or Fellow's fair share of expenditures made by the Union for matters that are germane to collective bargaining.

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

A. During the term of this agreement, and upon written authorization from the affected employee, CIR/SEIU shall have the exclusive right to the check off and transmittal of dues and agency fees on behalf of each employee in the unit, said dues and agency fees to be checked off monthly from the paycheck of each Resident or Fellow, pursuant to the directive of CIR/SEIU, in such amounts as CIR/SEIU shall establish. SHC agrees to forward said dues and agency fees to CIR/SEIU by the 20th day of the month after they are collected.

A. It is specifically agreed that SHC assumes no obligation or liability, 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 or Fellow arising from deductions made by SHC 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. SHC shall not be responsible for deduction in any pay period in which the affected employee's net earnings are insufficient to cover the deduction.

Article 4
Political Action Check Off

During the term of this Agreement, SHC agrees that upon written authorization from a Resident or Fellow on a form agreed upon by SHC and CIR/SEIU, SHC will deduct from that Resident or Fellow's pay funds for CIR's Voluntary Political Action Contribution (VPAC) Fund.

Article 5
Employee Lists and Orientation

A. Employee Lists

1. SHC shall provide the Union with a preliminary electronic list of incoming Residents and Fellows by May 1 of each year and a finalized list by July 1 each year, and a list of Residents and Fellows who have completed a residency training or fellowship program each academic year on or before July 1.

2. The aforementioned lists shall include, if available, names, personal email address, phone number, department and postgraduate year.

3. A complete list of employees in the bargaining unit including, if available, names, personal email address, phone number, program, and postgraduate year shall be provided to the Union by November 15 and March 15 of each year.

B. Orientation

1. SHC will provide the Union with use of one designated information table at the onboarding process for newly hired Residents and Fellows.

2. Notwithstanding the foregoing paragraph, SHC shall retain complete discretion regarding the time, place, and structure of new Resident and Fellow orientation/onboarding. The Union must be provided with a schedule of annual, general GME House Staff orientations at least two weeks in advance.

3. A list shall be provided to the Union by August 1 of Residents and Fellows who were not scheduled to attend the general orientations and shall include the name and available contact information, including personal email address, phone number, department and postgraduate year.

4. During new Resident and Fellow onboarding, at the designated table the Union may provide the following materials including but not limited to: copy of the collective bargaining agreement, union membership card, a list of chapter leaders with contact information, as well as any other informational materials related to the union.

5. Residents and Fellows shall be paid at their normal rate of pay for SHC Resident and Fellow onboarding.

Article 6
Union Access

A. General Provisions

The parties acknowledge that designated Union representatives shall be granted access to SHC facilities for the purpose of conducting Union business during time when Residents and/or Fellows are not engaged in clinical duties. Such access is limited to non-patient-care areas.

SHC retains the right to enforce access rules and regulations in accordance with its policies and procedures. The access addressed herein applies only to visits involving employees covered by this Agreement.

B. Access by the Union / Union Representatives

Designated Union representatives may visit SHC facilities at reasonable times to conduct Union business, provided that no Union representative who is not employed by SHC shall have access to any patient care areas except when necessary to travel to and from business in non-patient care areas. Union representatives may not contact Residents or Fellows in or use patient care areas or other restricted areas for the purpose of conducting Union business.

Designated Union representatives who are not SHC employees shall agree and sign any relevant SHC Confidentiality agreement related to Patient, Employee, and Hospital Business Information to ensure that protected health information (PHI) is handled in accordance with federal and state laws and regulations.

Patient Care Areas include but are not limited to:

- Patient or visitor lounges
- Patient conference rooms
- Patient floor and operating room corridors;
- Patient rooms, operating rooms, laboratories, clinics, patient waiting rooms;
- Treatment areas and/or areas where patients receive care.

It is recognized that Residents, Fellows and Union representatives may have access to closed-door meeting rooms in accordance with the access protocols applicable to those rooms. SHC will ensure the ability to reserve and use a conference room within a 10-15 minute walking radius of the associated work area during normal business hours (M-F (8:00- 5:00 pm)). Reservation can be requested through Workspace & Meeting Room Reservations (sharepoint.com). Access to the building can be enabled through a request from the Union representative to the Security Access Control Office (ServiceNow Portal).

The Union will furnish the SHC with a written list of all Union representatives and officers who are authorized by the Union to conduct Union business. This list shall be updated in a timely

manner and the Union will notify SHC in writing of any changes, additions or deletions to the list at least twice per calendar year. Any non-employee Union representative not on the current written list provided to the Employer by the Union will have no right of access except as a patient seeking treatment or as a visitor to a patient admitted to the hospital.

In the ordinary course, the Union representative shall provide forty-eight (48) hours' notice to the Security Dispatch Center of an intended visit. In all instances, the Union representative will first check in at the Employer's Security Dispatch Center in Stanford Hospital (300P-Room H0330A) and identify himself/herself and advise the Security Staff of the facility(ies) and location(s) in the facility(ies) where (s)he would like to go. The pass will be valid only for the facility(ies) and area(s) for which authorization is granted and listed on the pass, and for a four (4) hour time period from the time it is issued. Exceptions may be made to extend the four (4) hour limit where the circumstances warrant.

When a meeting with Human Resources or other Administrative Officials is pre-scheduled through the Human Resources Department, that Department will notify the Security Dispatch Center of the date and time of the meeting and the Union representative(s) involved, as identified by the Union, and the Security Dispatch Center will arrange to have the appropriate passes ready when the Union representative(s) arrive. At the completion of the visit, the Union representative will check out at the Security Dispatch Center and turn in the pass.

Under no circumstances, even when authorization is erroneously granted by a manager or other administrative official, will Union representatives be allowed in patient rooms, nursing stations, exam rooms, or treatment rooms. The Employer retains the right to refuse Union representatives access described in this Article to a facility(ies) due to medical, facility, or other emergencies, and/or the implementation of the Employer's disaster plan and will make arrangements for the Union representatives to visit once the emergency has ended. Failure of a Union representative to follow all access procedures of this Article will result in his/her immediate removal from the Employer's facilities and premises.

The Union officers and representatives and bargaining unit employees, including local union officers and representatives, will not conduct any union activity or Union business on the Employer premises unless such activity is specifically authorized by the provisions of this Agreement and is conducted in accordance and conformance with the Employer procedures. This Subsection is not intended to prevent employees from engaging in legitimate Union business in accordance with the Employer procedures while not engaged in clinical duties.

The Employer retains the right to enforce access rules and regulations in accordance with applicable procedures. If the Employer determines that an access rule or regulation is being violated it may deny access rights to non-employee Union officer(s) and/or representative(s) determined to have violated these rules on more than two occasions, for a specified period not to exceed six (6) months. Should the same Union representative subsequently violate the provisions of this Article, the Employer may deny access rights to that individual for an additional period of up to and including one year.

Article 7
Bulletin Board

The Employer will provide space on the bulletin board located [EXISTING UNION BULLETIN BOARD LOCATION – TO BE FURTHER SPECIFIED] to be used as the sole location for posting CIR/SEIU communications with Physicians covered by this Agreement. Designated CIR/SEIU representatives shall be responsible for posting CIR/SEIU materials.

Article 8
Release Time

A. New Hire Orientation

Upon reasonable advance request to Residency/Fellowship Program Leadership, and subject to the operational needs of SHC, for each new hire orientation session provided on a house-wide basis, up to two (2) CIR/SEIU members shall be granted two hours of release time to attend the GME House Staff Orientation.

B. CIR National Convention

Upon reasonable advance request to Residency/Fellowship Program Leadership, up to ten (10) elected CIR delegates shall be granted up to three (3) days of release time to attend CIR's annual convention subject to the operational needs of the SHC.

C. CIR Executive Committee

Upon reasonable advance request to Residency/Fellowship Program Leadership, a maximum of two (2) Union members elected or appointed to CIR's Executive committee shall be granted up to two days of release time to attend the aforementioned committee's quarterly meetings subject to the operational needs of the SHC.

D. Contract Negotiations

Upon reasonable advance request to Residency/Fellowship Program Leadership, up to 20 bargaining committee members shall be granted release time to attend bargaining sessions subject to the operational needs of the SHC and programmatic procedures for granting release time.

Article 9
Management Rights

A. All management functions, rights, responsibilities, and authority not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in SHC.

Without in any way limiting the scope of the retention of rights set forth in the foregoing paragraph, the parties recognize that SHC's functions, rights, responsibilities, and authority include, but are not limited to: the full control, planning, management, and operation of its business and facilities; the determination and scope of its activities and/or treatments, procedures, or services to be offered, developed, eliminated, modified or used, and all methods pertaining thereto, including the location, size, and number of units, departments, and facilities; the right to introduce new methods or improved methods of operation; the determination of material parts, products, machinery, and equipment to be acquired, utilized, or discontinued, and the layout and scheduling thereof; the determination of hiring; the right to promote, assign, and train Residents and/or Fellows; the determination of qualifications for Residents and/or Fellows; the establishment and administration of policies, procedures, and standards relating to the academic and clinical components, and the operation of the Program; the right to establish, change and abolish its policies, regulations, practices and standards/codes of conduct, and to adopt new policies relating to the academic and clinical components, and the operation of the Program, regulations, practices and standards/codes of conduct; and to assign duties to Residents and/or Fellows in accordance with the needs requirements of SHC, as determined by SHC; the right to require Residents and/or Fellows to submit to a medical examination related to a suspicion of physical, mental and/or substance-related impairment by SHC; the establishment of quality and performance standards, procedures, and evaluations; the right to determine, increase, or decrease staffing for any unit or department; the determination of Resident and Fellow schedules and the right to require Residents and/or Fellows to work beyond regularly scheduled hours; the right to utilize, assign and/or transfer Residents and/or Fellows as necessary in the interest of operational efficiency and patient care; the right to introduce new or improved procedures, methods, treatments, services, machinery, or equipment; the determination of which of its units, departments, facilities, or services, or any part thereof, shall be opened, operated, relocated, shut-down, sold, transferred or abandoned; the right to enter joint ventures; the determination of the duties to be assigned to Residents and/or Fellows; the right to select lead and supervisory personnel and the assignment of their work including; the staffing of equipment and the right to change, increase, or reduce the same; the right to issue, modify, and enforce rules, regulations, and policies governing Resident and/or Fellow conduct related to the academic and clinical components, and the operation of the Program and SHC operations. The above list of management rights is not exhaustive and does not exclude other management rights not specified herein, nor will the exercise or non-exercise of rights constitute a waiver of any such rights by SHC. No action taken by SHC with respect to a management right other than a question as to the reasonability of the suspicion of impairment, or a claim by the Union that SHC is acting arbitrarily or capriciously will be subject to any grievance or arbitration procedure or collateral suit, unless it violates an express written provision of this Agreement. It is understood that decisions regarding academic and patient care matters will be made at the sole discretion of SHC and are outside the scope of bargaining.

B. SHC's failure to exercise any right, prerogative, or function hereby reserved to it, or SHC's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of SHC's right to exercise such right, prerogative, or function, or otherwise preclude it from exercising the same in some other way not in conflict with the

express provisions of this Agreement.

Article 10
No Strike / No Lockout

A. During the term of this Agreement or any extension or renewal thereof, neither CIR/SEIU nor any Resident and/or Fellow subject to this Agreement shall cause, engage, or participate in any strike, sympathy strike, work stoppage, slowdown, sick-out, sit-in, job action, work interruption, blocking of ingress or egress, erecting signs, figures or structures, or otherwise disturbing the operations at SHC or any Affiliate site. The refusal of any Resident and/or Fellow to cross any picket line when scheduled to work at SHC or an affiliate shall not be sanctioned by the union, shall be considered a violation of this Agreement, and such shifts shall not be paid. The parties recognize this Section is not intended to restrict Resident or Fellow concerted activities during non-working time.

   If a strike occurs, or if any breach of the above no-strike clause has been threatened, CIR/SEIU shall notify the bargaining unit, in writing, of its disapproval of such action and instruct the bargaining unit to cease such action immediately. Copies of such writing shall be furnished simultaneously to SHC.

   SHC may discipline in any manner, up to and including discharge, any or all Residents and/or Fellows who violate any of the provisions of this Article.

B. During the term of this Agreement or any extension or renewal thereof, SHC shall not lock out any Residents and/or Fellows covered hereunder.

Article 11
Grievance Procedure

A. Definitions

1. Decisions or judgments, including Disciplinary Actions, related to all Academic or Clinical Matters, as defined in subparagraph below, shall not be subject to review under the grievance and arbitration procedure set forth in this Agreement, but shall be subject to the Dispute Resolution Procedure set forth in the GME House Staff Policies & Procedures.

2. Academic or Clinical Matters are those that relate to whether the Resident or Fellow has developed the practice-based learning and improvement, patient care and procedural skills, systems-based practice related to medical judgement, and medical knowledge competencies that are necessary to function at the current level of training, advance to the next level or training, of be assessed as eligible for graduation and board certification.

B. Grievance and Arbitration Procedure

1. The Grievance and Arbitration Procedure refers to this Article 11(“Grievance

Procedure"), together with the following Article 12 ("Arbitration").

2. Grievance. A grievance is a claim by CIR/SEIU that (1) SHC has violated a specific provision of this Agreement during the term of this Agreement; and/or (2) a dispute arising from a decision by SHC to initiate disciplinary action that is neither an Academic or Clinical Matter as defined above. Except as expressly provided otherwise in this Agreement, the Grievance and Arbitration Procedure will be the exclusive remedy for all asserted violations of this Agreement where the decision to impose discipline is neither an Academic or Clinical Matter. The Grievance and Arbitration Procedure does not apply in matters where SHC is without authority to act.

C. Consolidation.

Grievances related to two (2) or more Residents and/or Fellows which concern the same incident, issue or course of conduct, or multiple grievances related to the same Resident or Fellow, may be consolidated for the purposes of this procedure only upon mutual agreement of SHC and CIR/SEIU, provided that the time limits described in this article shall not be shortened for any grievance as a result of consolidation.

D. Representation.

Only CIR/SEIU will have the right to present grievances under the Grievance and Arbitration provisions on behalf of an individual Resident or Fellow, on behalf of a group of Residents and/or Fellows, or on behalf of itself. It will be CIR/SEIU's responsibility to inform a Resident or Fellow that it is bringing a grievance on behalf of said Resident or Fellow (including any Residents and/or Fellows named in a group grievance). Grievances brought on behalf of Residents and/or Fellows who voluntarily terminate their employment with SHC shall be immediately withdrawn or their name removed from any group grievances, and such Residents/Fellows will not benefit from any subsequent settlement or disposition of any individual or group grievance. Said Resident or Fellow shall be included in a subsequent settlement if the grievance or the group grievance of which the employee was a group member involves a claim alleging unpaid compensation by SHC, including but not limited to wages, reimbursements, bonuses or other monetary benefits to which the Resident or Fellow obtained a vested right prior to their termination, required under this Agreement.

E. Procedure

1. Step 1: Informal Review.

a. When practicable, within seven (7) calendar days of the date of the alleged violation or the date the Resident or Fellow knew or should have reasonably known of the alleged violation, the Resident, Fellow, and/or CIR/SEIU shall request a meeting to discuss the grievance with the Resident or Fellow's immediate supervisor to informally attempt a resolution of the matter before a formal written grievance is filed. If the grievance is not resolved through informal discussions with the

immediate supervisor,CIR/SEIU may file a formal grievance as set forth below.

b. If the grievance is resolved by the immediate supervisor at Step 1, the resolution will not be precedent setting. Attempts at resolving the grievance at Step 1 will not extend the time limits for filing a formal grievance at Step 2, as described below.

2. Step 2: Formal Grievance.

a. A formal grievance must be filed in writing with the SHC Employee and Labor Relations Office within thirty (30) calendar days of the date of the alleged violation of this Agreement. A formal grievance filed within thirty (30) calendar days shall be considered timely regardless of whether a Step 1 Informal Review meeting has occurred.

b. Formal grievances must set forth in writing: (i) the specific article or section of the Agreement alleged to have been violated; (ii) the action grieved and how it violated the above mentioned article or section; (iii) the date of the occurrence of the alleged violation(s); (iv) how the grieving Resident(s) and/or Fellow(s) was adversely affected; and (v) the remedy requested.

c. Within twenty-one (21) calendar days of receipt of the written grievance, a designee from SHC Employee and Labor Relations will either provide a written response to CIR/SEIU or will schedule and convene a meeting to discuss the alleged violation with appropriate SHC representatives, the Resident(s) and/or Fellow(s) who is/are the subject(s) of the grievance, and no more than one CIR/SEIU representative.

d. The reviewing SHC representative will provide a written response to CIR/SEIU within twenty-one (21) calendar days of receipt of the written grievance, or 14 calendar days of the review meeting. If a written response is not provided within the specified time period the grievance will be considered denied.

e. If the grievance is not satisfactorily resolved at Step 2, CIR/SEIU may appeal the grievance to Arbitration, as provided below, within fourteen (14) calendar days of the date of the written response. In its request to appeal the grievance, CIR/SEIU shall identify the name of the grievance and the date the Step 2 Formal Grievance was filed.

F. Time Limits.

Time limits may be extended only by mutual agreement of the parties in writing in advance of the expiration of the time limits. Deadlines which fall on a Saturday or Sunday, or holiday will be automatically extended to the next weekday. If the grievance is not appealed to the subsequent step of the procedure within applicable time limits, and/or an extension has not been agreed to in advance, the grievance will be considered resolved on the basis of SHC's written response. If SHC exceeds any time limit prescribed at any step in the grievance procedure CIR/SEIU may

invoke the next step of the procedure including invoking arbitration.

G. Release Time.

Whenever SHC and CIR/SEIU convene a meeting to mutually resolve a grievance during the scheduled work time of a Resident or Fellow who is the subject of a grievance, the Resident or Fellow shall be released from the scheduled work time.

H. Resolution.

Informal resolution may be agreed upon at any stage of the grievance process. Offers of settlement are not admissible at any step in the grievance process.

Article 12
Arbitration

1. Arbitration

1. Request for Arbitration. A request for arbitration may be made only by CIR/SEIU and only after exhaustion of the grievance procedure. The written request by CIR/SEIU for arbitration must be received by the Director of SHC Employee and Labor Relations within thirty (30) calendar days of the receipt of SHC's written Step 2 grievance decision. Proof of service must accompany the written request for arbitration if sent by mail, digital transmission via email shall be the preferred method and delivery shall constitute proof of service.

2. Selection of Arbitrators. Within fourteen (14) calendar days of a request for arbitration, the parties shall alternately strike two (2) names from the list below, the first strike being determined by a flip of a coin, and the last name remaining shall be the arbitrator:

   Mark Burstein
   Matthew Goldberg
   Ron Hoh
   John Kagel
   Daniel Saling

   The parties, by written mutual agreement, may agree to waive or modify the process for selecting an arbitrator as described in Section 1, on a case-by-case basis. The parties reserve the right to strike or add names to the list of arbitrators.

   CIR/SEIU will have full authority to settle, withdraw, or otherwise dispose of any grievance brought by it on its own behalf and/or on behalf of Residents and/or Fellows. An agreement to settle, withdraw, or otherwise dispose of a grievance appealed to arbitration reached by and between SHC and CIR/SEIU will be binding upon Residents and/or Fellows represented by CIR/SEIU.

3. Timeliness. If a grievance is not filed, appealed, and processed within the time limits established under this Agreement, it will be deemed to have been waived by CIR/SEIU. If SHC exceeds any time limit prescribed at any step in the grievance procedure CIR/SEIU may invoke the next step of the procedure, including arbitration. The arbitrator will have no authority to hear a grievance that has not been filed or appealed and processed in accordance with the time limits and procedures set forth in this Agreement. Challenges related to a grievance's timeliness or CIR/SEIU's adherence to the procedures set forth in this Agreement will be resolved pursuant to Section B(2) of this Article.

4. Arbitration Process.

   a. The arbitration proceeding shall provide an opportunity for CIR/SEIU and SHC to examine and cross examine witnesses under oath and to submit relevant evidence. Relevant materials and the names of all witnesses who are to be called shall be identified by the parties prior to the hearing. To the extent possible, witnesses and materials should be identified at least seven (7) calendar days prior to the hearing.

   b. The arbitrator may not admit settlement offers as evidence at the arbitration hearing.

   c. Prior to the arbitration, CIR/SEIU and SHC shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible.

   d. Settlement proposals may be offered at any stage prior to or during arbitration.

   e. The arbitration hearing shall be closed to the public, unless the parties otherwise agree in writing.

   f. Either or both parties may, at their discretion, file briefs with the arbitrator. The order and time limits of briefing will, on a case-by-case basis, be as mutually agreed upon by the parties or as specified by the arbitrator. Briefing time limits may be extended if mutually agreed upon by the parties.

   g. The arbitrator, following the close of the record of the hearing, shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing, unless the arbitrator notifies the parties that the time frame cannot be met. The written decision shall include a brief description of each issue under submission, the position of the parties, the findings of facts, the arbitrator's conclusion(s) as to the violation of the agreement, if any, and, where appropriate, a remedy.

   h. SHC and CIR/SEIU shall split the arbitration costs equally, including the cost of facilities if there are such costs, and the costs of the court reporter and the arbitrator's transcript. A court reporter shall be utilized upon request by either party, and a transcript produced for both parties, for all arbitrations under this

Agreement for which one is available. However, each party will bear its own expenses of representation and presentation of its case, including all costs or expenses associated with the appearance of witnesses.

3. Scope of Arbitration

1. Unless there is an agreement by both parties to modify the scope of the arbitration, the issue(s) to be heard by the arbitrator shall solely be restricted to the Article(s) filed with the grievance. Issues or allegations which were known or should have been known to either party but not introduced by Step 3 of the Grievance Procedure shall not be introduced by either party at the arbitration.

2. In the event that SHC raises the issue of arbitrability, the parties shall first submit the matter to an arbitrator solely to determine if such matter is arbitrable. If the arbitrator determines that the matter is arbitrable, the grievance arbitration shall be submitted to a different arbitrator from the panel by using the process set forth in Section A(2) of this Article.

3. Arbitrator's Authority. The arbitrator's authority will be limited to interpreting the specific provisions of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this contract nor shall the arbitrator have the jurisdiction or authority to review any decisions or judgments, including Disciplinary Actions, related to all academic or clinical matters as defined in the Grievance Procedure. Nor will the arbitrator make any award that would, in effect, grant CIR/SEIU or Residents and/or Fellows any matters that were not obtained in the negotiation process. If the grievance is sustained in whole or in part, and subject to the limitations set for in the paragraph below, the remedy shall not exceed restoring to the Resident or Fellow the pay, benefits or rights lost as a result of a violation of the Agreement, less any compensation and/or benefits received from any source, including, but not limited to Workers' Compensation.

   The decision of the arbitrator shall be final and binding. The decision shall be distributed to the parties within thirty (30) calendar days of the close of the record of the arbitration, unless the arbitrator notifies the parties that the time frame cannot be met.

   The arbitrator shall have no authority to award time-in-lieu of training or to extend the time limits for program completion.

4. Release Time and Pay Status.

   a. Whenever an arbitration hearing or a meeting convened by the parties to resolve the arbitration is scheduled during the regular work time of a Resident or Fellow who is the subject of a grievance or a witness, the Resident/Fellow or witness shall be released for their regular work time for that purpose so long as a written request for release time is received at least 24 hours in advance. This release time is only for the

purpose of attending such hearing or meeting.

b. When arbitrations or meetings occur outside a Resident or Fellow's scheduled work time, no release time shall be granted.

c. Time spent in investigating and preparation for arbitration shall not be on pay status.

Article 13
Labor Management Committee

In the interest of fostering a cooperative approach to resolving problems, the Union and SHC shall form a Labor-Management Committee composed of no more than ten (10) members. The Committee shall consist of no more than five (5) management members selected by SHC (which shall include at least one representative of SHC Employee Labor Relations and one representative of the Graduate Medical Education Office) and no more than five (5) CIR/SEIU-represented employees selected by the Union and their representative(s). Additional management employees and/or CIR/SEIU-represented employees may be invited to attend and participate in a Labor-Management Committee meeting by mutual agreement which shall not be unreasonably denied. The Union and SHC agree to hold labor-management meetings quarterly (four times per calendar year). These meetings will occur at a mutually acceptable time, date, and place to discuss working conditions, facilities, and issues related to this Agreement. Meeting times may occur outside of normal business hours (9:00 a.m. – 5:00 p.m.). At the request of either SHC or the Union, the parties shall work to initiate scheduling of the meetings. At least ten (10) calendar days in advance of the scheduled meeting, the parties shall collaborate to provide a proposed agenda. The parties agree, however, that the Committee shall not have the authority to add to, subtract from, or in any way alter the terms and conditions set forth in this Agreement; nor will it have any authority to make decisions which are binding on the parties without the agreement of SHC and the Union.

Article 14
Health and Safety

A. SHC shall furnish and maintain a healthy and safe work environment for the Residents and Fellows according to and in compliance with state and federal health and safety laws.

B. SHC and the Union agree that exposure to risks from patients is inherent in the employment of Residents and Fellows. SHC shall provide Residents and Fellows with the equipment and training necessary to carry out the duties of their position. SHC shall ensure that follow-up and treatment is available to Residents and/or Fellows in the event of a workplace injury or exposure either directly or in accordance with workers compensation coverage.

C. SHC shall manage its operations in compliance with its established health and safety policies and procedures, ACGME requirements, and in compliance with state and federal health and safety laws.

Concerns regarding health and safety may be raised in the Labor Management meetings as

defined in Article 13. When the Union identifies Health and Safety as an agenda item, a SHC Health and Safety professional will attend the Labor Management meeting on a mutually agreeable date.

No Resident or Fellow shall be retaliated against for identifying and/or expressing concern about any safety-related issue.

Article 15
Resident and Fellow Wellbeing

A. Resident and Fellow Wellbeing shall be a standing item on the agenda of each Labor-Management meeting.

B. It is not SHC's intent to modify the current policy of Stanford University providing Residents and Fellows with free access to Stanford gym facilities.

C. A GME Wellbeing Committee has been established to serve as an advisory body to the GME Committee on wellbeing policies, initiatives and burnout prevention.

1. The Committee shall consist of no fewer than five Resident and/or Fellow members.

2. SHC will provide the Committee with a budget of $50,000 in each academic year.

D. SHC assists physicians who may be potentially impaired or compromised, pursuant to the SHC House Staff Policies and Procedures. The SHC Policy will continue to be provided to all Residents/Fellows annually.

E. SHC acknowledges the importance of providing Residents and Fellows with reasonable opportunity to attend medical, mental health, and dental care appointments, including those scheduled during Residents' and/or Fellows' working hours, assuming safe patient care protocols and appropriate notice.

Article 16
Fatigue Mitigation

A. Fatigue Mitigation Transportation. In accordance with House Staff Policies & Procedures, in the event a Resident or Fellow is too fatigued to drive home safely at the end of a shift the Resident or Fellow has the following options:

1. Sleep in an available call room until able to drive safely; or

2. Utilize an available taxi voucher; or

3. Access an app based transportation service for round-trip transportation to their verifiable home address from a rotation site.

B. Use of these transportation services and/or reimbursements for any other purpose may result in discipline and an obligation of repayment by the Resident or Fellow to SHC.

Article 17
Lactation Accommodations

Lactation rooms or other comparable space at 300 Pasteur Ave and 500 Pasteur Ave shall be provided in accordance with SHC policy and prevailing law.

SHC will allow adequate time for a Resident/Fellow to express breast milk and will provide a refrigerator for storage (and will make efforts to provide a dedicated refrigerator). In most instances the refrigerator shall be in the lactation room, but the parties recognize that an in-room refrigerator may not be feasible in every instance; in such circumstances one shall be made available in reasonable proximity. Facilities shall be clean, private, and of a proximity appropriate for safe patient care. A bathroom shall not be considered an appropriate space.

SHC shall provide notice about material changes to the SHC policy with respect to lactation rooms or accommodations to the Union and shall meet and confer upon request in regards to the effects of such changes.

Article 18
Resident Lounges & Call Rooms

A. SHC shall maintain a lounge accessible to Residents and/or Fellows at 300 Pasteur Ave. or replace the aforementioned lounge with an equivalent space in a comparably proximate location. The lounge shall be equipped with a hospital phone, microwave, refrigerator, utensils, and seating.

B. SHC will provide sleep rooms at 300 Pasteur Ave and 500 Pasteur Ave that are proximate to patient care areas, safe, quiet, clean, and private to accommodate rest for on call Residents and Fellows needing access; including rooms that will either not require elevator access or be elevator accessible. Sleep rooms shall have housekeeping services.

Article 19
Uniforms

A. White Coats. Two (2) new long white physician coats in appropriate sizes will be issued to each Resident and Fellow.

B. Scrubs. SHC will continue to provide access to free scrubs.

Article 20
Parking

SHC shall provide Residents and Fellows with parking to the same extent as provided for other employees.

The parties recognize that SHC does not control parking at SHC facilities. However, SHC asserts that it is not aware of any present intent by Stanford University to discontinue the following access to Residents and Fellows :

> A Resident or Fellow arriving after 4:00 pm can access parking at 500 Pasteur Ave, 725 Welch Ave (Main or West Blvd) at no charge with proper identification from the Department.
>
> Residents or Fellows working swing shifts beginning after 1:30PM shall continue to have access to underground visitor parking on a cost free basis.

SHC shall provide notice to the Union of any proposed parking fee increases.

Article 21
Moonlighting

Each training program must have a policy governing moonlighting.

The program's policy and procedures must comply with ACGME and House Staff Policy & Procedures' on Moonlighting. A Resident or Fellow with a valid California medical license or post graduate training license, who is also in good standing with the program, must obtain written permission annually from their program director to moonlight internally and/or externally.

Each program policy must contain a method for written pre-approval, monitoring (which must include the method for tracking hours), and periodic review. Residents and Fellows must not be required to engage in moonlighting (internal or external) and this must be clearly stated in the policy. Each program must demonstrate ongoing compliance with clinical and educational work hour requirements. SHC will comply with the ACGME Guidelines for Moonlighting. Moonlighting permissions and privileges may be revoked by the program director based upon clinical and educational concerns.

Prior to making any changes to moonlighting rates, SHC shall provide notice to the Union prior to implementation; and upon written request by the Union, SHC shall meet and confer in regards to the change. It is not the intent of SHC to reduce these rates.

Moonlighting is not intended to be a substitute for adequate staffing.

Article 22
Salary

A. The appointment of a Resident or Fellow shall be based on the Resident or Fellow's appropriate PGY, which shall be determined as follows:

   1. Residents and Fellows shall be placed at PGY levels in accordance with the level recognized by the specialty board in the residency/fellowship training program.

   2. A Resident or Fellow who, during the term of this Agreement, successfully completes his or her services for a year and is reappointed to serve for an additional year, in their particular program shall be advanced to the next higher PGY year salary in that program.

B. The salary levels for all Residents and Fellows shall be established as follows:

   1. Effective upon the first pay period in September 2023, salaries shall be increased by five percent (5%). The ratification date shall be the effective date of the increase, but the parties acknowledge there shall be a sixty (60) day window for the administrative processing of the first year increase. Additionally, conditioned upon a successful ratification no later than December 20, 2023, SHC shall pay a one-time ratification bonus of 1% in the second payroll period following ratification.

2. Effective, the first pay period in September 2024 salaries shall be increased by five percent (5%).

3. Effective, the first pay period in September 2025 salaries shall be increased by three percent (3%).

PGY	Upon Ratification	September '24	September '25
1	$77,729.60	$92,123.20	$96,948.80
2	$81,660.80	$96,241.60	$101,192.00
3	$87,838.40	$102,731.20	$107,868.80
4	$92,830.40	$107,972.80	$113,276.80
5	$98,654.40	$114,088.00	$119,558.40
6	$103,001.60	$118,664.00	$124,280.00
7	$108,784.00	$124,737.60	$130,540.80
8	$ $113,734.40	$129,916.80	$135,865.60

C. A Resident who serves as Chief Resident will receive an additional stipend of two hundred dollars ($200) per month during the service period (subject to taxes and withholdings).

Article 23
Housing Allowance

Effective the first pay period of the month following ratification, Residents and Fellows shall receive a housing allowance of eight hundred thirty-three dollars per month (subject to taxes and withholdings), paid on a monthly basis through June 1, 2024.

Effective the first pay period following July 1, 2024, in lieu of a separate housing allowance, $10,000 shall be added to each Resident/Fellow's base salary (subject to taxes and withholdings).

Effective the first pay period following September 1, 2025, the amount added to each Resident/Fellow's base salary and attributable to a housing allowance, shall be increased an additional $2,000 (subject to taxes and withholdings).

Any bargaining unit member who, as of the effective date of this Agreement, currently receives employment benefits in excess of the benefits set forth in this Agreement shall continue to receive such additional employment benefits until the earlier of (1) the bargaining unit member's completion of the residency or fellowship training program they are enrolled in on the effective

date of this Agreement, or (3) three years from the effective date of this Agreement. This provision is intended solely to address benefits of employment (e.g., housing allowance, relocation assistance, and other similar benefits).

Equipment, technology, and/or conference and rotation travel reimbursements are provided to Residents and Fellows by their training program, necessary to meet their educational and training needs.

Article 24
License Reimbursement and Required Training

A. SHC shall either provide or pay for all required BLS, ACLS, ATLS, PALS while the Resident or Fellow is actively employed at SHC, remains actively enrolled in a ACGME program, and the course is required by the ACGME Residency Review Committee.

B. Reimbursement

To be eligible for license reimbursement, the license sought must be one that is required during the term of the Resident's or Fellow's active employment with SHC.

C. Eligibility for Specific Reimbursement

New License: To be eligible for reimbursement for a new license, including application and processing fees, the issue date of the license must be within the academic year in which reimbursement is sought or within six months of the start of initial employment at SHC. Residents and Fellows are only eligible to receive reimbursement once during the term of their employment.

1. Renewal of License. To be eligible for reimbursement for a license renewal, the license expiration date must be within the academic year in which reimbursement is sought.

D. USMLE Step III

1. To be eligible for reimbursement for USMLE Step III exam fees, the examination date must occur during the term of the Residents' and Fellows' house staff training at SHC.

2. Residents and Fellows are only eligible to receive reimbursement once during the term of their employment.

3. Reimbursement is only for fees paid directly to the Federation of State Medical Boards for Step III.

E. DEA Certificate

1. SHC will reimburse for the DEA certificate for use during the residency or fellowship program to allow for efficiency. The fee must be paid within the academic year in which reimbursement is sought.

F. Reimbursement Process

1. Within thirty days of ratification, Residents and/or Fellows may submit documentation for reimbursement of costs for new or renewed license or USMLE Step III exam fees incurred on or after the Resident's or Fellow's start date for the 2023 – 2024 Academic Year.

2. Documentation of costs incurred following ratification for a new or renewed License or USMLE Step III exam must be submitted within thirty (30) calendar days of the incurred expense.

3. In no event shall any reimbursement be provided after separation from employment.

4. For the purpose of this Agreement, an academic year begins on July 1 and ends on June 30.

5. Reimbursements cannot be accrued or deferred to a following academic year.

Article 25
Relocation Allowance

Incoming Residents and Fellows who are commencing in SHC's residency and fellowship programs for the first time shall receive a moving allowance of three-thousand five hundred dollars ($3,500) (subject to taxes and withholdings). This allowance shall be paid by the second pay period in July. Individuals transferring from Stanford University employment to SHC while remaining within the residency/fellowship programs and rehires to SHC are not eligible for this allowance.

Article 26
Cell Phone Allowance

All Residents and Fellows shall receive an annual cell phone allowance of one thousand ($1,000) (subject to taxes and withholdings) per year added to their paycheck by the second pay period in July .

Article 27
Meal Allowance

SHC shall provide a $2,000 food allowance (subject to taxes and withholdings) to all Residents and/or Fellows added to their paycheck by the second pay period in July.

Article 28
Educational Allowance

A. To be eligible for the allowance all assigned Healthstream modules must be completed by the Resident or Fellow within the first week of their academic year/and or hire date. Eligible Residents and Fellows shall receive an educational allowance of two thousand dollars ($2,000) per year in November in their paycheck.

B. Any bargaining unit member who, as of the effective date of this Agreement, currently receives employment benefits in excess of the benefits set forth in this Agreement shall continue to receive such additional employment benefits until the earlier of (1) the bargaining unit member's completion of the residency or fellowship training program they are enrolled in on the effective date of this Agreement, or (3) three years from the effective date of this Agreement. This provision is intended solely to address benefits of employment (e.g., housing allowance, relocation assistance, and other similar benefits).

   Equipment, technology, and/or conference and rotation travel reimbursements are provided to Residents and Fellows by their training program, necessary to meet their educational and training needs.

Article 29
Benefits

Eligible Residents and Fellows shall participate in the benefits programs as described below.

Residents, Fellows, and eligible members of their immediate family are provided with zero premium health, prescription, and vision. Major Medical is offered through either the AETNA CHOICE Point of Service II Plan, or, the Kaiser Permanente HMO Plan (or comparable plans), Prescription through CVS Caremark (or comparable plan), Vision through VSP (or comparable plan), for dental insurance Residents and Fellows have a choice of the Delta Dental Basic PPO Plan or DeltaCare USA DHMO plan (or comparable plan), or an option to pay a premium for the Delta Dental Buy-up PPO Plan (or comparable plan) in accordance with the terms of that Plan. Enrollment is required during June of the initial year of appointment for benefits to be effective upon the first date of employment. Changes to the Resident's or Fellow's benefits must be completed in during open enrollment, unless the Resident or Fellow is eligible for a qualified status change, which must be filed within thirty (30) days of the qualifying event.

A. Health, Dental and Vision Insurance

1. Eligibility for coverage is based on the Resident's or Fellow's active status for the academic year beginning each July 1.

2. An employee on an approved Family and Medical Leave (FML) shall be entitled, if eligible, to continue participation in health benefit coverage (medical, dental, and vision) as if on pay status.

3. SHC will comply with ACGME requirements with access to mental health resources. Additionally, SHC's medical plans are in compliance with Mental Health Parity Act, which required mental health visits be at the same benefit rate as primary visits.

4. SHC will continue to provide no less than $10,000 be year in fertility coverage up to a maximum lifetime benefit of $20,000 total.

B. Life, Accident, Disability Insurance

Coverage for a Resident and/or Fellow for life, accident, and disability insurance are paid by SHC and cover the Resident and/or Fellow during the course of employment.

C. Other Benefits

1. It is not SHC's intent to modify its current partnership with Stanford University to provide free transit on Caltrain, VTA, and the Marguerite Shuttle Lines to Residents and Fellows.

2. SHC will continue to provide access to the Stanford Federal Credit Union

3. SHC will continue to offer a Flexible Spending Accounts (FSA) for qualified medical expenses and Dependent Care. Additionally, SHC will continue to offer the Healthy Steps Health reimbursement program.

4. SHC will continue to provide adoption assistance in the form of reimbursing up to $7,500 in expenses per adoption for up to two (2) adoptions per family.

D. Retirement Savings Plan

Stanford Health Care will continue to offer Residents and Fellows access to the Retirement Savings Plan (403b) with all contributions immediately vested at 100%.

SHC will provide an automatic two percent (2%) basic contribution and match the first two percent (2%) of Resident and Fellow Contributions.

Any bargaining unit member who, as of the effective date of this Agreement, currently receives employment benefits in excess of the benefits set forth in this Agreement shall continue to receive such additional employment benefits until the earlier of (1) the bargaining unit member's completion of the residency or fellowship training program they are enrolled in on the effective date of this Agreement, or (3) three years from the effective date of this Agreement. This provision is intended solely to address benefits of employment (e.g., housing allowance, relocation assistance, and other similar benefits).

Equipment, technology, and/or conference and rotation travel reimbursements are provided to Residents and Fellows by their training program, necessary to meet their educational and training needs.

E. Changes to Plans

Written notice of intent to change, modify, eliminate or alter the terms of the benefit plans will be sent to the Union with thirty (30) calendar days' advance notice. The notice shall contain a summary description of the proposed change(s). The Union's response must be received within fourteen (14) calendar days from the date of issuance of the notice of intent. Upon request, the University shall meet with and confer with the Union regarding the changes. No change shall be implemented prior to the conclusion of the meet and confer process.

Article 30
Childcare

SHC shall continue to provide Residents and Fellows with access to a Dependent Care FSA. Residents and Fellows may contribute up to five thousand dollars ($5,000) per year, or the maximum allowable under IRS rules.

Residents and Fellows shall continue to have access to Bright Horizon's backup childcare, or an equivalent vendor if a new vendor is selected.

It is not SHC's intent to modify the current policy of Stanford University providing access to Stanford's onsite childcare programs for Residents and Fellows.

Article 31
Holidays

Holidays for Residents and Fellows will be consistent with the schedule of the institution to which the Resident/Fellow is assigned and with the policies of the program and/or department and applicable specialty board. SHC's listed holidays:

1. New Year's Day (January 1st)
2. Martin Luther King Day
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day (Fourth Thursday in November)
7. Christmas Day (December 25th)

To the extent practicable, and consistent with current residency and fellowship program practice and operational needs, SHC will endeavor to grant at least two (2) of these days off. In addition, SHC will endeavor to grant three (3) other days off not associated with any of the holidays specified above.

Leaves
Article 32

A. Pregnancy Disability Leave

Pregnant Residents and Fellows are eligible for Pregnancy Disability Leave (PDL) as of their first day of employment. They are eligible for (up to) 17.3 weeks of PDL – actual disability period will be determined by their physician (typically six to eight (6)-8 weeks post-birth).

The first week of Pregnancy Disability will be paid in full by SHC using the Residents and Fellows's New Parent Leave pay (5 days) per GME policy.

During the disability leave period, Residents and Fellows must file for State Disability Insurance (SDI) benefits from the CA State EDD. After the one-week waiting period, SDI will pay 60% of the Residents and/or Fellows's salary during disability. SHC will pay the remaining 40% of the Residents and/or Fellows' salary to maintain 100% salary for a minimum of six (6) weeks during disability. Any unused sick and/or vacation/personal time will be used to maintain 100% salary.

If a Resident or Fellow is not eligible for SDI benefits (new hire, has not worked in CA), SHC will maintain 100% salary for a minimum of six (6) weeks. One (1) week of New Parent Leave pay and any unused sick (up to four (4) weeks) and/or vacation/personal time (up to two (2) weeks) will be used to maintain 100% salary. One (1) week of paid time off must be reserved for use outside of a leave.

If disability will exceed 90 days, the Resident or Fellow may be eligible for Long-Term Disability (LTD) benefits.

B. Parental/Bonding Leave

1. Bonding Leave (following pregnancy disability)

Once the Resident or Fellow has been medically released from disability, they may be eligible to take an additional 12 weeks for Bonding Leave under the California Family Rights Act (CFRA). The Resident or Fellow must have at least one (1) year of employment with Stanford Health Care (SHC) and have worked 1,250 hours within the 12-month period immediately prior to the leave request in order to be eligible for this additional time-off. This leave can be taken intermittently (minimum of two (2) weeks at a time), but cannot be taken after the child's first birthday.

If the Resident or Fellow is not eligible for bonding leave under CFRA, they may use their available vacation time following their release from disability leave. One (1) week of vacation time must be reserved for use outside of a leave.

Following disability, if the Resident or Fellow takes additional time-off for bonding, they must file for Paid Family Leave (PFL) benefits through the CA State EDD. PFL will pay 60% of the Resident or Fellow's salary for up to eight (8) weeks. There is no waiting period with the State for PFL benefits.

Residents and Fellows may use available vacation time to integrate with PFL to maintain 100% salary. One (1) week of vacation time must be reserved for use outside of a leave.

If a Resident or Fellow is not eligible for SDI benefits (new hire, has not worked in CA), SHC will maintain 100% salary for a minimum of six (6) weeks. One (1) week of New Parent Leave pay and any unused sick (up to four (4) weeks) and/or vacation time (up to two (2) weeks) will be used to maintain the period of 100% salary. One (1) week of vacation time must be reserved for use outside of a leave.

If disability will exceed 90 days, the Resident or Fellow may be eligible for Long-Term Disability (LTD) benefits.

2. Bonding Leave (non-pregnancy)

Non-pregnant Residents and Fellows are eligible for a minimum of six (6) weeks of New Parent/Bonding Leave.

Any Resident or Fellow who has at least one (1) year of employment with SHC and has worked 1,250 hours within the 12-month period immediately prior to the leave request is eligible for up to 12 weeks of leave to bond with their newborn under the California Family Rights Act (CFRA). This leave can be taken intermittently (minimum of two (2) weeks at a time), but must be taken within one year of the child's birth, adoption, or start of foster care.

During time off for baby bonding, Residents and Fellows must file for Paid Family Leave (PFL) benefits through the CA State EDD. PFL will pay 60% of the Resident's or Fellow's salary for up to eight (8) weeks. There is no waiting period with the State for PFL benefits. If eligible for PFL, GME will pay the remaining 40% of the Resident's or Fellow's salary to maintain 100% salary for a minimum of six (6) weeks during bonding leave. Any unused sick and/or vacation time will be used to maintain 100% salary.

If a Resident or Fellow is not eligible for PFL benefits (new hire, has not worked in CA), GME will maintain 100% salary for a minimum of six (6) weeks during approved bonding leave. One (1) week of New Parent Leave pay and any unused sick and/or vacation time will be used. One (1) week of vacation time must be reserved for use outside of a leave.

C. Bereavement Leave

Residents and Fellows are eligible for up to five (5) workdays of pay in the event of a death of the employee's immediate family, including parents, legal guardian, spouse, children, stepchildren, grandparents, grandchildren, siblings, step-siblings, step-parents, mother-in-law, father-in-law and eligible domestic partners as defined in the Employer's Health Benefits Summary Plan Descriptions

Bereavement will be granted immediately following the death unless arrangements require other dates approved by the Program Director and the Director of Graduate Medical Education.

D. Educational Meetings and Activities

Request to attend educational, scholarly and professional activities/seminars should be submitted to the Program Director for approval. Duty hours must be entered for the dates and times you are in attendance in compliance with ACGME regulations. Requests shall not be unreasonably denied.

A leave of absence for professional reasons will be considered on a case by case basis. Written consent must be obtained from the Program Director and the Director of Graduate Medical Education. Professional leave may not extend beyond six (6) months or between academic years.

Continuation of salary is at the discretion of the Chief Medical Officer. Benefits, however, will not continue for more than six (6) months.

E. Vacation

Housestaff are permitted to take up to four (4) weeks of vacation, (one week of vacation may be used as educational leave) with pay during each one-year period. Personal time off must be scheduled in advance with the approval of the Director of the residency/fellowship Program in each department or division.

1. Vacation may be scheduled in full weekly increments or may be requested by the day in accordance with each Program's vacation procedures.

2. For vacation accounting purposes only, Residents and Fellows will not be required to use a paid vacation day on Saturdays or Sundays.

3. Vacation shall be requested by the Resident/Fellow in accordance with their Program's vacation procedures for approval by the Program Director or designee. To the extent possible, vacations will be granted in accordance with Resident and/or Fellow requests and shall not be unreasonably denied.

4. Programs' procedures for requesting and assigning vacation schedules must be made available to Residents and Fellows and be in compliance with each program's requirements.

5. The Program Director or designee shall arrange coverage for the Resident or Fellow on vacation.

6. A Resident or Fellow shall not be expected to engage in work-related duties during vacation. The Program Director or designee shall ensure that any time-sensitive obligations or opportunities are communicated to Residents or Fellows with sufficient advance notice so they may complete them prior to taking vacation.

7. Vacation days shall not supplant or replace any days off which would normally be granted in accordance with ACGME duty hours' requirements and restrictions.

F. Jury Duty

If a Resident or Fellow is called to jury duty on a day in which they are scheduled to work, the Resident or Fellow will be given leave with pay for the actual time spent on jury service (time required to spend sitting on a jury or physically waiting at the courthouse in anticipation of being called to sit on a jury) and in related travel. The Program Director and/or department must be notified as soon as a jury summons is received.

Only the court, as outlined in the Jury Summons Notice can grant deferment or excused absence from jury service.

G. Sick Leave

Housestaff will be granted up to 20 days of sick leave (four (4) weeks) per year, if needed. Housestaff do not accumulate sick leave credit, and no additional compensation will be paid for unused sick leave. Salary will continue, offset by state disability or worker's compensation benefits, until the 20 days of sick leave are exhausted.

H. Maintenance of Benefits

Any bargaining unit member who, as of the effective date of this Agreement, currently receives employment benefits in excess of the benefits set forth in this Agreement shall continue to receive such additional employment benefits until the earlier of (1) the bargaining unit member's completion of the residency or fellowship training program they are enrolled in on the effective date of this Agreement, or (3) three years from the effective date of this Agreement. This provision is intended solely to address benefits of employment (e.g., housing allowance, relocation assistance, and other similar benefits).

Equipment, technology, and/or conference and rotation travel reimbursements are provided to Residents and Fellows by their training program, necessary to meet their educational and training needs.

Article 33
Severability

In the event that any provision of this Agreement is found to be in contravention of any Federal, State, County, 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 34
Duration

The terms and conditions of this Agreement shall remain in full force and effect commencing December 19, 2023 and will continue in effect up to and including December 18, 2026. This agreement shall be automatically renewed and extended year to year and thereafter without additions, changes, or amendments, unless either party serves notice in writing to the other party no less than ninety (90) days before the end of the duration term to change, amend, or add to this Agreement.

[Name] **Committee of Interns and Residents – SEIU** **[Title]**	**[Name]** **Stanford Health Care** **[Title]**