

Collective Bargaining Agreement

Between

Sutter Bay Hospitals dba
California Pacific Medical Center

and the

Committee of Interns and Residents/SEIU, Local 1957

October 22, 2024 – October 21, 2027

Committee of Interns and Residents (CIR)
National Affiliate of Service Employees International Union (SEIU)

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Article I, Agreement & Recognition

01.01 Recognition

The Medical Center recognizes the Committee of Interns and Residents-SEIU Healthcare (CIR/SEIU), (hereinafter "the Union") as the exclusive representative for Medical Center Residents including Interns and Fellows within the unit certified by the National Labor Relations Board in Case No. 20-RC-310637 for matters within the scope of representation as specified in the National Labor Relations Act, including the following:

A. Including: All full-time and regular part-time medical Interns, Residents, Chief Residents, and Fellows employed by the Medical Center at its facilities located at 1101 Van Ness Avenue, 601 Dubose Street, 3555 Cesar Chavez Street, and 2100 Webster Street in San Francisco, California;
B. Excluding: all other employees, Internal Medicine Chief Residents, non ACGME program Residents, managers, guards, and supervisors as defined by the Act.
C. Unless expressly stated otherwise, the term "Resident" in this Agreement is intended to refer to any member of the bargaining unit, including Interns, Residents, and Fellows.

Article II, Access

02.01 Union Representatives

A duly authorized Field Representative of the Union shall be permitted to enter the Medical Center at reasonable times for the purpose of observing whether this Agreement is being observed or to check on complaints of employees, provided:

A. This privilege is exercised reasonably;
B. The Union Field Representative advises by email the Chief Executive Officer of the Medical Center or his/her designee immediately upon entering the Medical Center;
C. The Union Field Representative in advance advises by email the Chief Executive Officer of the Medical Center or his/her designee as to which departments or areas he or she wishes to visit, and confines the visit to such departments or areas as notice was provided for;
D. The Union Field Representative confers with employees, only when the Resident is not engaged in clinical or educational activities, and in public areas within the Medical Center, such as cafeterias or coffee shops, or in designated non-work areas;
E. The Union Field Representative does not interfere with the work of any employee.

02.02 List of Representatives

The union will provide the Medical Center with a written notice at least two weeks in advance of any person who is assigned to CPMC as a Union Representative. Such notice will include the name of the union representative who is authorized by the union to conduct union business and date of the initial visit to the medical center.

02.03 Use of meeting rooms

The Union may reserve a facility conference room, including conference room 312 subject to reasonable availability criteria and established Medical Center procedure for the purpose of meeting with employees eligible to vote under this Agreement. Attendance shall be limited to union employees, union member organizers, and eligible voters. If a conference room is not available during the desired time period, the Medical Center will make every reasonable effort to find an alternative space to the extent feasible; this room shall not be located near supervisory or management offices. The Union will be allowed to provide refreshments to the Residents participating in the meeting(s).

02.04 Bulletin Boards

In a facility in which the Union already represents employees of the Medical Center, literature may be posted on existing union bulletin boards.

Article III, Ancillary Staffing Levels

03.01 Extraneous duties

Except in cases specifically relevant to training, Residents and Fellows shall not regularly and recurrently perform duties that are extraneous to their program(s)' educational goals and objectives, clinical mission, or normally assigned to positions in other classifications.

03.02 Patient Caps

CPMC will follow ACGME guidelines for patient caps in the Internal Medicine Department. Patient caps in the Internal Medicine Department will not be altered unless ACGME guidelines change.

03.03 Call Schedules

All departments will determine their own call schedules, at the sole discretion of the department Program Director and Chief Resident. Prior to the schedule change, the Chief resident will solicit and consider input from other residents prior to the schedule being altered.

03.04 Back Up Risk Pool

Backup risk pools will be established and agreed upon by the department Program Director and the Residents of that Department and will not be modified except in case of emergencies., In such cases, Resident input will be taken into account.

Article IV, Severability

04.01 Severability

In the event that any part of this Agreement is held to be illegal, invalid, void or unenforceable by any court of competent jurisdiction, all of the remaining conditions and provisions of this Agreement will remain in full force and effect during the term of this Agreement. In the event that any provision of this Agreement is declared illegal, invalid, void or unenforceable, the parties agree to meet promptly upon the request of the other party in an attempt to reach an agreement on a substitute provision.

Article V, Commitment to Inclusivity

05.01 Diversity, Equity and Inclusion

The Employer is committed to equity, diversity and inclusion in its provision of patient care, in its workforce, with its third-party vendors and suppliers, and in its governing bodies.

05.02 Inclusion Council

The Union can choose multiple Residents to participate in the Inclusion Council. However, the Union may designate only one Resident to the Inclusion Council meeting. The Inclusion Council, whose members include employees and management, is intended to help foster a fair, trusting and inclusive environment for employees, patients, and community. The Inclusion Council serves as an advisory body and may suggest actions pertaining to diversity and inclusion efforts, including disparities in recruitment, selection, retention, training, promotion, and patient care.

05.03 Gender Affirming Care

Residents who are going through the process of gender affirming care can update their employee information with regards to Name, and gender preference pronouns, in order to receive full credit for all time in their respective Residency program. Residents shall comply with procedures required by the Department of Consumer Affairs for their name change.

Article VI, Employee List and Orientation

06.01 Employee List

The Medical Center shall provide the union with an electronic list of incoming Residents by May 1 each year and a list of Residents who have completed a residency training or fellowship program each academic year on or before July 1.

06.02 Content of List

The list referenced in section 06.01 shall include, names, personal emails, that are in the

possession of the Medical Center, address, phone number, work email, address, department, and postgraduate year.

06.03 Complete List

A complete list of employees in the bargaining unit including, if available, names, personal email address that are in the possession of the Medical Center, phone number, work email address, department and postgraduate year shall be provided to the Union by November 15 and March 15 of each year.

06.04 Orientation Presentation

During orientations for new Residents, the union shall be granted thirty (30) minutes to give a presentation on the union, the benefits of union membership and the collective bargaining agreement. The union will receive the orientation schedule at least two weeks in advance.

06.05 Orientation Materials

During new employee orientation, the union may provide the following materials including but not limited to a 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.

Article VII, Employee Health, Safety and Security

07.01 Shared Safety Obligation

The Hospital is concerned with employees' safety and the availability of safe working places and conditions for its employees. The Hospital will endeavor throughout the term of this Agreement to provide and maintain a safe place of employment for its employees. On behalf of its membership, CIR agrees that it is the duty of all employees in the course of performing their regularly assigned duties to be alert to all unsafe places, equipment, and conditions, and to report any such unsafe practices or conditions to their immediate supervisor.

07.02 Safety Training

The Hospital shall provide a training program for Residents, subject to the review and approval of the Hospital Safety Committee. Safety training shall include training in identification and correction of health and safety hazards, training in safe work practices, training in hazard report and appeal processes, training in CAL-OSHA regulations and procedures. Safety training shall be provided to employees on a regular basis.
Written records shall be maintained by the Hospital Education Department reflecting the date, duration, and subject matter of any training provided.

07.03 Safety Equipment, Testing and Treatment

A. The Hospital shall provide Residents with the equipment, and training to effectively and safely carry out the duties of their position. This includes but is not limited to providing adequate security for the physical safety of Residents. The Hospital will provide all health and safety equipment that is determined necessary by the Hospital for a particular job, including but not limited to personal protective equipment, properly fitting protective lead aprons, x ray lead googles, thyroid guards and other safety equipment. The Hospital shall ensure that proper follow-up and treatment is available to Residents in the event of an exposure to a pathogen, radiation, or hazardous materials.

B. All medical examinations, tests, and/or immunizations deemed essential and mandated by the Hospital will be provided without cost to Residents and Fellows. Residents and Fellows must be provided protected time to receive mandated and essential medical examinations, tests, and immunizations.

C. The Hospital shall furnish and maintain, in safe working condition, the workplace and equipment required to carry out assigned duties. The Hospital shall manage its operations in compliance with its established health and safety policies and procedures.

D. The Hospital shall furnish and maintain, Loupes with attached headlamps for the Residents in the Ophthalmology Program. The Residents will return the loupes at the time they end employment with CPMC.

E. Workplace Violence Prevention

   The Medical Center is committed to providing a safe and healthy workplace for all Residents and further agrees to comply with all applicable local, state, and federal health and safety laws and regulations. In the event that applicable local, state, and federal health and safety laws and regulations differ from the language of this Article, the higher standard shall be in effect.

   This shall include, but is not limited to:

   - Maintaining sufficient active and passive security measures, including alarms, lighting (throughout the inside and outside of the campuses), emergency response, and security personnel availability; and
   - Maintaining effective work practice controls to mitigate security risks associated with specific units, areas of the facility with uncontrolled access, late-night or early morning shifts, and employee security in areas surrounding the facility such as employee parking areas/garages and other outdoor areas.
   - Reviewing the effectiveness of the Workplace Violence Prevention Plan for the overall facility at least annually, in conjunction with Residents and their representatives regarding the Residents' respective work areas, services, and operations;

   Workplace Violence Prevention Plan: Safety, Prevention, Training

   The Medical Center shall maintain its Workplace Violence Prevention Plan that includes the following:

   1. Personnel education and training policies that require all Residents to receive

education and training (hands-on, when appropriate) that is designed to provide an opportunity for interactive discussion with a knowledgeable instructor about the workplace violence prevention plan. The training shall be provided at least annually, as well as when new equipment or work practices are introduced or when a new or previously unrecognized workplace violence hazard has been identified. Additional training may also be provided when the Medical Center Workplace Violence interdisciplinary committees determines it is necessary. The education and training must cover topics that include but are not limited to, the following: How to recognize the potential for violence, and when and how to obtain assistance, respond to such violence, and to report violent incidents to security and/or law enforcement;

2. The Medical Center must provide resources available to Residents for coping with incidents of violence, including, but not limited to an employee assistance program that offers critical incident stress debriefing, trauma counseling, and 24/7 mental health phone support for eligible affected Residents and eligible dependents.
3. The Medical Center shall document and retain a written record of any reported violent incidents (regardless of whether an injury occurs), in compliance with all local, state, and federal laws and regulations.
4. The Residents and the Medical Center share a commitment to eliminating instances of workplace violence in the hospital setting and agree that the foundation of these efforts must include:
    a. Prevention, de-escalation, and debriefing incidents.
    b. Prompt investigation into reported instances of workplace violence.
    c. Leadership commitment to workplace violence prevention and support for staff members in reporting instances of workplace violence.
    d. Zero Tolerance toward retaliation for reporting instances of workplace violence.

07.04 Employee Assistance Program

All Residents will be allowed to participate in an employer provided Employee and Assistance Program (EAP). The Employee Assistance program will be totally confidential and will not be used against any Resident for pressure, intimidation, or any workplace ramification of any type for a Resident using or seeking counseling through this service.

Article VIII, Labor Management Committee

08.01 Labor Management Meetings

In the interest of fostering a cooperative approach to resolving problems, the Union and the Medical Center shall form a labor-management committee made up of no fewer than three (3) representatives of each party. The union and the Medical Center agree to hold labor-management meetings on a quarterly basis or upon written request by either party. Additional meetings may be requested by either party, subject to the availability of the committee members. These meetings will occur at a mutually acceptable time, date and place on the Medical Center campus to discuss issues related to working conditions, facilities and items related to this Agreement. Meeting times may occur outside of normal business hours. The Union shall contact Medical Center Labor Relations to initiate scheduling of the meetings. Agenda items should be proposed and determined by mutual agreement no later than one week

prior to the meeting date. Upon mutual agreement, each party may request additional persons attend the labor-management meeting if their input would be helpful for any agenda item. Requests for agenda items, or additional persons will not be unreasonably denied.

Article IX, Lactation Accommodation

09.01 Lactation Rooms

Lactating employees have the right to request lactation accommodation and must notify their immediate supervisor of the need as soon as practicable as possible. The Medical Center will adhere to the procedures outlined on its policy.

Article X, Liability/Malpractice and Disability Insurance

10.01 Malpractice Insurance

The Residents will be provided malpractice and comprehensive liability insurance with respect to the medical and surgical care and treatment and other services performed by employee within the course and scope of their employment under this Agreement. The coverage shall be in conformance with the policy provided by Sutter Insurance Services Corporation.

Article XI, Management Rights

11.01 Management Rights

CIR recognizes that the Medical Center has and will continue to retain in all respects, whether exercised or not, the unilateral and exclusive right to operate, administer and manage its services and its work force performing those services.

The exclusive rights of the Medical Center shall include, but not be limited to, the right to determine the organizational structure of the Medical Center and its purpose and mission; to set standards of service to be offered, and through its management officials, to exercise control and discretion over its organization and operations; to establish and enforce administrative regulations and work rules in addition to and consistent with the specific provisions of this Agreement; to direct its employees; to take corrective action; to relieve its employees from duty because their positions are abolished, or whenever necessary because of lack of work or lack of funds, or under conditions where continued work would be ineffective or non-productive or for other legitimate reasons; to determine whether goods or services shall be made, purchased or contracted for; to determine the methods, means and personnel by which the Medical Center's services are to be provided, purchased or contracted including the right to schedule and assign work and overtime; and to otherwise act in the interest of efficient service to its customers.

Article XII, Nondiscrimination in Employment

12.01 No Unlawful Discrimination

Provisions of this Agreement shall be equally applied to all employees in the bargaining unit without unlawful discrimination of any employee based on the protected class or category of persons to whom they belong (e.g. race, color, creed, religion, marital status, sexual orientation, registered domestic partner status, sex, gender, gender identity or expression, ancestry, national origin (including possession of a driver's license issued to individuals who did not present proof of authorized presence in the U.S.), age, medical condition, physical or mental disability, military or protected veteran status, political affiliation, pregnancy or perceived pregnancy, childbirth, breastfeeding, or related medical condition, genetic information or any other characteristic made unlawful by local, state or federal law, ordinance or regulation). The parties agree that the prohibition against sexual discrimination includes sexual harassment. The Hospital and CIR shall equally share the responsibility of the application of this provision. An employee alleging unlawful discrimination may utilize the Hospital's Equal Employment Opportunity Discrimination Complaint Procedure, Residents can grieve alleged violations of this section up to step 2 of the grievance procedure.

Additional information can be found the Hospital's Anti-Discrimination, Harassment and Retaliation Policy

12.02 No Discrimination Based on CIR Activity

Provisions of this Agreement shall be equally applied to all employees in the bargaining unit without discrimination based on CIR activity.

12.03 Fair and Respectful Treatment

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

Article XIII, Leaves

13.01 Leave for Jury Duty

A. All Residents are eligible for jury duty pay upon hire.

B. Residents who serve on Jury Duty will receive Jury Duty Pay for the time they are required to serve up to, but not exceeding, their regularly scheduled shift. Residents are required to provide proof of service to receive compensation.

C. Jury Duty Pay will be paid as base wages.

D. A Resident receiving a jury summons shall advise his/her supervisor as soon as possible, but no later than within three (3) days of its receipt.

E. To receive compensation once the employee reports for Jury Duty, eligible employees must select the telephone on-call option, if available. Residents electing the telephone on-call option are to report to work until such time as they are called in to physically report for service, unless excused in advance by their supervisor. Residents who are on call and have not reported for Jury Duty are not eligible for Jury Duty Pay under this policy until they report for Jury Duty.

F. If a Resident is scheduled to work the night shift the day before and/or the day they are scheduled for Jury Duty, s/he will be released from the schedule and eligible Residents will receive Jury Duty Pay not to exceed the employee's regularly scheduled shift.

G. When an employee is required to serve on his/her scheduled days off, the Resident will not receive Jury Duty Pay for those days.

H. Residents who are on an approved leave of absence during which s/he is integrating PTO hours are eligible for and may request Jury Duty Pay. In such instances, Jury Duty Pay will be paid in-lieu-of PTO hours. Residents should note that Jury Duty service during a leave of absence might impact their disability claim, since the hours could be considered work. Additionally, Residents on leave for their own illness and/or injury should consider checking with their doctor to verify they are able to participate in Jury Duty. Any Jury Duty Pay the Resident receives in-lieu-of PTO hours must be reported to the Employment Development Department (EDD) and Short- Term Disability/Long-Term Disability carriers, if applicable. If the Resident has chosen not to integrate PTO hours with disability payments, s/he is not eligible to receive Jury Duty Pay.

I. A Resident who has been selected and wishes to serve on a Civil Grand Jury that is voluntary in nature needs to provide advance notice and receive authorization from his/her supervisor prior to serving. If approved, the employee will utilize accrued PTO since Civil Grand Jury service that is voluntary in nature is excluded from coverage under this policy.

J. If Resident is on Jury Duty for less than half of his/her shift, s/he should call his/her supervisor to find out whether s/he needs to return to work. The supervisor's decision will depend on a number of factors, including the time it takes the Resident to get to work, length of shift remaining, and staffing. If the supervisor determines the Resident doesn't need to return to work, the employee will receive Jury Duty Pay for the full shift. Supervisors have the option of excusing Residents for the full shift in advance.

13.02 Medical, Parental and Caregiver Leave

A. Residents/Fellows are eligible for medical, parental and caregiver leave in accordance with CPMC policies and all applicable federal, state and local laws. Residents/Fellows for up to six (6) weeks of approved medical, parental, and caregiver leave(s) of absence for qualifying reasons that are consistent with applicable laws at any time during an ACGME-accredited program. The date of eligibility for leave other than those six (6) weeks will be administered in accordance with policies and laws.

B. Residents/Fellows are eligible for the equivalent of 100 percent of their salary for the first six weeks of the first approved medical, parental, or caregiver leave of absence taken. If

PTO use would otherwise be required during the leave, PTO use is required during the first six weeks of leave. One week of resident PTO is exempted from this requirement. Other forms of wage replacement for which the Resident is eligible will be integrated to ensure the resident receives the equivalent of 100 percent of their salary during this first six weeks. After that six-week period, leaves will be paid in accordance with Sutter Health policies.

C. Residents/Fellows must abide by specific board policies and ACGME policies set forth by each medical specialty.

D. Potential Impact on Resident/Fellow Specialty Requirements: GME Residents/Fellows should be aware each specialty has varying requirements as it relates to:

    1. The number of required clinical months of training for their particular specialty;
    2. The impact leave has on a resident's/fellow's eligibility to participate in examinations by the relevant certifying board(s); and
    3. The specific rotations where residents are not permitted to schedule time away.

E. GME Residents/Fellows should review their program-specific guidelines found on the specialty board website and confirm with their program manager/Program Director for more information regarding how a leave of absence may affect specialty requirements.

F. The Hospital will ensure continuation of health and welfare benefits during the first six (6) weeks of the medical, parental, or caregiver leave of absence. After that six (6) week period, Residents/Fellows will be eligible for continuation of their health and welfare benefits in accordance with Sutter Health policies.

G. Supplemental Leave will run concurrent with Medical Leave, Family Care and Pregnancy Disability Leaves of Absence in accordance with Sutter Health policies.

H. Leave can be requested by filing a request through MyLeave Request, which can be accessed at MySutter Connection or by calling the Sutter Health Employee Line for help with accessing and completing the form.

13.03 Family and Medical Leave (FMLA)

The Medical Center will comply with applicable law. Residents are eligible for the six weeks of leave in Section 13.07 on the first day of employment. The date of eligibility for leave other than those six (6) weeks will be in accordance with applicable policies and laws.

Health and Welfare Benefits During Leave

A. The Resident's current medical, dental, vision, life, and long-term disability (LTD) benefits shall be continued during an approved leave for up to a maximum of twelve (12) months.
B. Residents should consult with the S3 Benefits department regarding enrolling newly eligible dependents in benefit coverage and how the leave may affect their benefits.
C. During a leave of absence, the employee shall pay their share of any benefit premiums either through payroll deductions or by check delivered to the S3 Benefits Department by the applicable due date. Residents not in a paid status sufficient to cover the premium shall be billed by the S3 Benefits Department and should contact the Sutter Health

Employee Line for information about premium payments while on leave.

D. Failure to pay benefit premiums during leave shall results in a loss of coverage and the employee (and any applicable dependents) shall not be eligible to continue benefits under COBRA.
E. FMLA leave and state leaves with similar provision(s): Pursuant to section (a) above, A Resident's benefits will continue for twelve months as long as the Resident continues to pay their share of benefit premiums if applicable either through payroll deductions or check. A Resident on FMLA leave can voluntarily discontinue benefits (by written request) at the time Resident moves into an unpaid status while on FMLA leave. Benefits may be reinstated at a Resident's request if the Resident returns to work at the end of the protected leave period. Coverage shall be effective the first day of the month following the Resident's request for reinstatement, provided the request is received within sixty (60) days of the Resident's return. The Resident shall re-enroll in the same benefits options unless they experience a permissible mid-year election change event to benefit coverage.
F. Where leave is taken for birth or adoption, the Resident may enroll the child into the health plan within sixty (60) days of the child's date of birth or placement in order to obtain coverage. Failure to enroll the child within this time frame will result in lack of coverage and the Resident shall not be allowed to enroll their child until the next open enrollment period.

13.04 Required Make Up Time

Make up time may only be required to meet education objectives and as required by ACGME program guidelines and specialty board requirements.

13.05 Bereavement leave

A. Residents are eligible for bereavement leave in accordance with Sutter Health's policy.

B. In the event that applicable law requires bereavement benefits greater than those listed in this Article, CPMC will implement the applicable law.

13.06 Extended Sick Leave (ESL)

Residents will accrue 6 days of ESL per year or 1.846 per pay period.

The ESL plan allows employees to utilize ESL after an elimination period of the first seven consecutive calendar day of a non-occupational disability and the first three (3) consecutive calendar days of an occupational disability. Access to ESL will begin after the elimination period. In order to access ESL benefits, eligible Residents are required to apply for state and or federal wage replacement programs where applicable. Employes will be required to use PTO during the elimination period. Once the elimination period has been met, the employe is able to use ESL for the remainder of the disability leave up to the full extent of their accrued time.

If a Resident is on unpaid status with the Medical Center for an entire pay period, there will be not accumulation of ESL for that period. "Unpaid status" means that there were no paid straight time hours in that pay period.

Reasonable medical or other verification may be requested by the Medical Center regarding unplanned absences for the use of ESL.

ESL is to be used in increments of eight (8) hours.

ELS shall not be paid out upon termination of employment.

Article XIV, Housing Allowance

Housing Allowance

Effective the second full pay period after ratification, Residents will receive an additional $3,500 lump sum for housing allowance.

Effective July 1, 2025, all Residents within thirty days of employment will receive a housing allowance in the amount of $461.54 per pay period payable as gross wages in accordance with the Housing Stipend policy.

Article XV, Resident Wellbeing

15.01 Wellbeing

A committee on Resident Wellbeing shall be established to serve as an advisory body to the chair of the committee on wellbeing policies, initiatives, and burnout prevention.

A. The Committee shall have up to five (5) Residents.

B. Residents and fellows shall be reimbursed for approved wellness expenses up to $250.00 annually in accordance with the policy.

15.02 Resident Medical Appointments

Residents/fellows shall be allowed to attend medical and dental appointments during work hours. The Resident will work to minimize the disruption of patient care to the extent possible with proper advance notice to the Medical Center. For non-urgent appointments, schedule arrangements must be discussed/planned in advance with the Program Director or their delegate (as defined by each program such as a senior resident or chief resident).

15.03 Required Days Off

All Residents will be guaranteed a minimum of one day off in seven (as averaged over four weeks), in accordance with ACGME requirements. This is separate and apart from any scheduled holiday, personal day, sick day, or vacation day. There will be no required events, training, or work of any type for Residents on their scheduled day off.

Article XVI, Flexible Spending Accounts

16.01 Flexible Spending Accounts

There are two types of flexible spending accounts which allow the employee to contribute funds on a pre-tax basis which can be used in the same year in accordance with the following:

A. Health Care Account – to cover certain expenses that medical, dental, or vision plans do not cover like deductibles, co-payments, orthodontia, or an extra pair of glasses.

   An employee will have until April 15th to submit claims incurred in the prior calendar year. A grace period is also available that follows the end of the calendar year during which any unused amount allocated to the health care FSA at the end of the calendar year may be used to reimburse eligible expenses incurred during the grace period. The grace period begins on the first day of the next calendar year and ends two (2) months and fifteen (15) days later. Contributions not used per guidelines above will be forfeited. Eligible expenses for the health care flexible spending account are determined by the IRS. A list of eligible expenses is available by contacting the FSA claims administrator.

Dependent Care Account – to cover expenses for taking care of the employee's dependent spouse, parents, or children while the employee works. (The Internal Revenue Service does not allow the employee to use this account if the employee's spouse does not work or attend school.)

Article XVII, Grievance and Arbitration

17.01 Non-Academic Grievance Process and Corrective Action

Grievance is a complaint by an employee, a group of employees, or an employee organization on behalf of an employee(s) concerning the interpretation, application, or alleged violation of this Agreement.

Academic Decisions and Clinical Misconduct: Decisions or judgments by the Medical Center related to all academic matters and clinical matters, including clinical misconduct and misconduct occurring during the provision of patient care, shall remain the exclusive jurisdiction of the Medical Center. Decisions on academic and clinical matters include, but are not limited to, determinations that a Resident has failed to obtain appropriate competency in any area of Core Competency as stated by the Accreditation Counsel for Graduate Medical Education, the determinations that a Resident has failed to satisfy any requirements of the Medical Center GME training program, such as clinical competence and professional standards of conduct related to a Resident's acquisition of core competencies, and the development of the clinical skills necessary to function as a physician in the Resident's medical specialty. These academic and clinical actions that are not reviewable under the grievance and arbitration procedures include, but are not limited to, annual evaluations, non-renewal of appointment, probation, repetition of an academic year or rotation, denial of certificate of completion, dismissal from the GME training program, counseling letters, remediation, and suspension.

Residents may file academic grievances or challenges pursuant to Hospital and GME policy. Academic grievances or challenges should be filed in accordance with applicable policy. A Resident who is disciplined for issues related to academic matters may utilize CPMC's applicable policies concerning academic matters related to ACGME. The Resident shall be entitled to representation consistent with any such policy or procedure, including the ability to select a Union representative as their advisor.

Corrective action or dismissal from the training program for reasons other than academic or clinical matters (Non-Academic Grievances) may be reviewable under the grievance and arbitration procedures in this agreement. These will be termed Non-Academic Grievances. This grievance process is also used for resolution of issues related to an alleged violation of this Agreement not specifically related to academic or clinical issues. These are also termed Non-Academic Grievances.

The procedure for resolution of Non-Academic Grievances is below.

Where appropriate, supervisors are encouraged to coach employees before commencing corrective action. Coaching will be done in a private manner. If warranted, the process of progressive corrective action for Non-Academic issues may include the steps below:

a. First written warning
b. Second written warning
c. Final written warning or final written warning with suspension
d. Involuntary termination

Right to Respond. Residents shall have the right to respond in writing to any written corrective action notice and shall have that response attached to the written corrective action notice. Residents retain the right to grieve any corrective action in which they do not agree, and are entitled to Union Representation during any step of the grievance process.

17.02 Non-Academic Grievance Procedure

1. An informal resolution of the Non-Academic Grievance can occur at any time.

2. A Resident whose Non-Academic Grievance is not satisfactorily resolved through informal discussions with the parties involved may institute a formal Grievance as follows

3. Step 1: The Non-Academic Grievance shall be reduced in writing, giving the date(s) of the incident(s), stating the provision of this Agreement that has allegedly been violated, and indicated the requested solution. The written Non-Academic Grievance statement shall be filed with the Human Resources designee for the GME program. The Human Resources Designee shall acknowledge receipt of the written Grievance statement and meet with the Resident and/or other employee involved within 15 calendar days after receipt of written Grievance statement to attempt to resolve the alleged Grievance.

4. Step 2: If the Non-Academic Grievance is not resolved at Step 1, the Non-Academic Grievance may be appealed in writing by the employee or union representative to the Director of Human Resources. The written appeal must be received within fifteen (15) calendar days of the date on which the written response at Step 2 was issued.

a. Within fifteen (15) calendar days of the receipt of the Step 2 appeal, the Human Resources Director shall schedule a meeting to discuss the Non-Academic Grievances. During the meeting the employee and union representative shall present all evidence relevant to the Non-Academic Grievances. The Step 2 meeting may be waived by mutual agreement and confirmation in writing by either party.
b. The Medical Center shall render a written decision within fifteen (15) calendar days following the date of completion of the Step 2 meeting or agreement to waive the Step 2 meeting. The decision will be sent to the employee and the union representative. Such decision shall not set any precedent.

5. Arbitration Procedure

    a. Referral to Arbitration

        i. If the Non-Academic Grievance remains unresolved after the conclusion of the grievance process, either party may refer the dispute to arbitration. A referral to arbitration must be made in writing and must be made within fifteen (15) days.

    b. Selection of an Arbitrator

        i. The Arbitrator will be selected by the Union and the Medical Center. If the Union and the Medical Center cannot agree upon an arbitrator, either side may request that the Federal Mediation and Conciliation Service supply a list of seven (7) names of arbitrators. The arbitrator will be selected from this list by the alternative striking of names (the first strike being determined by a flip of a coin) and the last name remaining will be the Arbitrator.

    c. Arbitrator

        i. Arbitration will begin as soon as possible, considering schedules of the representatives of the Medical Center and the Union. The hearing will be closed unless the arbitrator rules otherwise. Prior to the hearing the Union and the Medical Center will attempt to agree on a joint submission of the case to the arbitrator. If the parties fail to agree on a joint submission, each will present a separate submission. The joint or separate submission(s) will state the issue(s), and the specific article(s) of the Agreement, which the arbitrator is to interpret or apply.

    d. Resolution

        i. After the hearing, the arbitrator will render a decision, which will be final and binding on all parties.
        ii. The arbitrator will have no power to change any of the terms or provisions of this Agreement.
        iii. The arbitrator has the authority to award monetary damages to lost wages and/or benefits. However, the arbitrator's award will not violate the conditions of this Agreement.
        iv. Expenses

1. The expenses of arbitration will be divided equally between the Medical Center and the Union. The expenses will include transcription costs and payment to the arbitrator. Transcription may be waived by mutual agreement of the Medical Center and the Union.
2. The Medical Center and the Union will bear its own expenses of representatives and witnesses.

e. Scope of Arbitrator's Authority

The arbitrator shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing. The arbitrator's decision will set forth the findings of fact, reasoning, and conclusions on issues submitted by the parties. The arbitrator's authority shall be limited to determining whether the Medical Center has violated arbitrable provisions of this contract and to ordering corresponding remedies. 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 authority to review any academic or clinical judgment. To the extent that the Medical Center's action is based upon academic or clinical judgment, the arbitrator shall have no authority or jurisdiction to substitute his/her judgment for that of the Medical Center and its agents. The arbitrator shall have the authority to subpoena documents and to require the attendance of witnesses upon the reasonable request of either party but not upon his or her own motion. The expense of service and appearance fees, if any, shall be borne entirely by the party requesting the subpoena of witnesses and each party shall, in advance of the hearing date, inform the other party of the identity of witnesses it subpoenaed. The arbitrator shall be the sole judge of the relevancy and materiality of the evidence and testimony offered. The arbitrator may receive and consider evidence but shall give appropriate weight to any objections made. All documents to be considered by the arbitrator shall be filed at the hearing, or within the post-hearing timelines agreed to by the parties during the hearing.

f. Decision and Remedy

i. If the grievance is sustained in whole or in part, and subject to the limitations set forth herein, the remedy shall not exceed restoring to the employee the pay, benefits, or rights lost as a result of a violation of this agreement, less any compensation and benefits received from any source, including, but not limited to, workers' compensation and unemployment insurance benefits.

ii. The arbitrator shall have no authority to award back wages or other monetary reimbursement, nor shall the Medical Center be liable on a grievance claiming back wages or other monetary reimbursements for:

1. Any period of time during which an extension of time limits has been granted by the Medical Center at the request of the union; or

2. Any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing, when the

first date of the hearing, when the first date is rejected by the union; Or

3. Any period of time greater than thirty (30) calendar days prior to the date of the informal review, Step 1 of the Non-Academic Grievances procedure.

g. Release Time

i. Whenever an arbitration hearing is scheduled during the regular work time of an employee who is a grievant, the employee will be released with pay as the employee is exempt. A written request for release time must be received at least 7 days in advance. Such requests shall not be unreasonably denied and shall not interfere with patient care.

ii. When arbitrations or meetings occur outside an employee's scheduled work time, no employee release time shall be granted. Employees called as witnesses may be released from work for reasonable time for the arbitration hearing. Time spent in investigating and preparation for arbitration shall not be on pay status.

17.03 Time Limits

Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limits, except for the Step 2 deadline for filing a formal Non-Academic Grievances. Deadlines which fall on a Medical Center non-business day will be automatically extended to the next business day. If the Non-Academic Grievances is not appealed to the subsequent step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the Non-Academic Grievances will be considered settled on the basis of the Medical Center's written response. Failure by the Medical Center to reply to the employee's Grievance within the time limits specified automatically grants to the union the right to process the Grievance to the next step of the Non-Academic Grievances procedure.

Article XVIII, Health Benefits

18.01 Health Benefits

Full-time and part-time benefit eligible employees become eligible for health insurance benefits (medical, including prescription coverage dental, vision, life, short and long term disability) on the first day of the month following the month in which the employees is hired in a benefited position or the submission of the enrollment forms whichever is later, but no more than sixty (60) days from the date of hire to remain eligible for applicable benefits.

If the employee is eligible, but does not enroll because they are covered under the employee's spouse's insurance through another employer, and later loses that coverage for non-medical reasons (for example, a divorce or the employee's spouse loses a job), the employee and their eligible dependents may enroll in a plan offered by the Medical Center within 60 days of the loss of the employee's spouse's coverage.

Dependent eligibility for benefits and requirements for enrollment shall be administered consistent with plan documents, certificates of coverage and carrier contracts.
In the event that the employee is unable to sign enrollment forms within required time frames due to circumstances beyond the employee's control, the Benefits Coordinator can submit the forms on the employee's behalf if requested to do so by the employee or the employee's designated spokesperson. The employee will sign form(s) at the earliest opportunity.

18.02 Health, Dental and Vision Insurance

Health Plan Options and Other Employee Benefits

Effective January 1, 2025, for Health, Dental and Vision benefits, bargaining unit employees shall be offered each year the same benefit plans as non-bargaining unit employees of the medical center, with the same plan design, co-pays, co-insurance, employee premium contribution. The Medical Center will notify the union 60 days prior to open enrollment to discuss the changes to the plans.

A. Health Benefits.

    1. Open Enrollment: The Hospital will conduct open enrollment on an annual basis with an effective date of January 1st of the following year.

    2. Medical Plans: All Residents covered by this agreement are eligible to participate in the Medical Center's medical plans. All Residents may select one of the following plans:
        i. Sutter Select Exclusive Provider Organization ("EPO")
        ii. Sutter Select Preferred Provider Organization ("PPO")
        iii. Residents who qualify for medical benefit coverage but choose not to participate in the health insurance plan and who provide the Employer with proof of individual coverage under another insurance plan may receive a rebate as determined by the Medical Center. The amount of the rebate and terms for receiving it may be modified by the Hospital with 30 days' notice to the Union.

B. Dental and Vision, Benefits.

    1. Dental and Vision: The Medical Center will provide the three (3) standard dental benefit plans offered by Sutter Health – DMO, Dental PPO and Dental PPO Plus. Residents may elect to cover themselves and their eligible dependents. The Medical Center will provide 2 Vision Plans – VSP Vision Plan or Vision Plus Plan.

    2. Dental and Vision, Benefits are available to all eligible Residents who are employed at the Medical Center and according to the plan design.

    3. Residents who qualify for dental benefit coverage but choose not to participate may receive a rebate as determined by the Medical Center. The amount of the rebate and terms for receiving it may be modified by the Medical Center with 60 days' notice to the Union.

C. Long-Term Disability

The Medical Center will provide long term disability insurance. If during the term of this Agreement the Medial Center seeks to change the level of such benefits, it will notify the Union at least 60 days in advance of any proposed changes and, except for legally required changes.

18.03 Life, Accident, Disability Insurance

Eligible employees receive an Employer-paid basic life and accidental death and dismemberment insurance benefit in the amount of $50,000. Supplemental life insurance for the employee, spouse and/or dependent will be offered to eligible employees. Elected supplemental insurance will be paid for by the Employee.

The Employee must work at least 40 hours per pay period to be eligible for basic and supplemental life insurance. The eligibility waiting period for a new employee is the first day of the month following date of hire.

New and newly eligible employees must complete the enrollment process to purchase supplemental life insurance within 60 days of becoming eligible. Evidence of insurability may be required. If a newly eligible employee does not enroll by the required 60-day deadline, the employee will not be able to enroll in coverage until the next open enrollment period. Changes to supplemental life insurance may also be made at open enrollment.

Certain benefit limitations apply. The terms and conditions of the coverage are set forth in the certificate of coverage. The coverage shall be administered consistent with the certificate of coverage, contract with the carrier and the plan documents.

The Hospital has the right to modify in whole or in part the Hospital's Group Life Insurance Plan, except as otherwise described above. Neither the exercise of such right nor the effect of the exercise of such right is subject to the grievance provisions of this Agreement. The Hospital will provide the union with sixty (60) days written notice of any such modifications and, upon request, shall meet to discuss alternatives with the union during this sixty (60) day period. If no agreement is reached within the sixty (60) day period, the Hospital may implement its proposed changes.

Article XIX, Holidays

19.01 The following are defined as Resident holidays

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

19.02 Holiday Definition

A holiday will commence at 12:00 AM (midnight) on the calendar date of the holiday and will continue for the twenty-four (24) hour consecutive period until 11:59 PM the day of the holiday.

19.03 Religious Holidays

All Residents Religious beliefs will be respected by CPMC and will make reasonable accommodations to allow any Resident to perform or engage in the observance of their religion. Residents taking time off for religious holidays as a reasonable accommodation must use their PTO for such holidays.

19.04 Trades of Scheduled Shift for Paid Time Off

Residents may request to trade scheduled shifts. These requests must be submitted by email to the Program Director or their designee for approval. All trade requests must be first approved, in advance of the shift to be traded, by the Program Director or their designee. The Department has the sole authority to approve or deny trade requests. Trades of scheduled shift will only be approved after the rotation schedule has been posted. If the trade is approved, the Resident will not be required to use accrued PTO time for the shift they were originally scheduled to work.

19.05 Requesting holidays prior to posting the schedule

From March 1st to March 31st, returning Residents will be able to request to be off the rotation to observe any federal or Religious holiday. Such request shall be made prior to the completion of the rotation schedule. The Department will grant such request if the department and/or shift is adequately staffed for the work to be performed. These requests may be denied if it would negatively impact the resident's progress or their time away for training or if there is no adequate staffing.

Article XX, Paid Time Off

20.01 Paid Time Off Bank and Pay

Effective July 1, 2025, and yearly thereafter, Resident will be credited with a two hundred and forty-eight (248) hours of PTO. This credit reflects a frontloading of the Resident's PTO for the Academic Year.

20.02 PTO Use

Paid Time Off (PTO) is to be used for sick days, holidays, vacations, extension of bereavement leave, reasons of a personal necessity, and incidental. Residents may begin to use PTO hours immediately upon being credited the hours on July 1 of the Academic Year. Residents may

receive payment for approved time off as long as they have a sufficient amount of PTO time in their bank.

A. Unanticipated absences – PTO can be used when a Resident is unable to work an entire shift for an unanticipated reason, such as if the Resident is sick or experiencing a personal emergency. The Resident must follow the department's procedures for notifying management that the Resident will be absent for the shift, providing as much notice as possible under the circumstances.
B. Planned absences – PTO can be used for planned absences of one or more shifts, such as vacation, extension of bereavement leave, education/training, and other personal reason. The Resident must follow the department's procedures to request the absence, and department approval is required in advance (see 21.04 below).
C. Absences of less than a full shift – In some situations, Residents may need to attend to personal obligations during their shift while they would otherwise be working (for example, the Resident's own medical appointment, an urgent personal errand, etc.). PTO will not need to be used for such partial shift absences, as PTO is only meant to be used when a Resident is absent for a full shift. Instead, the Resident will simply be paid as if they worked their shift. Residents must follow the department's procedures regarding requesting absences during a shift. Except in emergencies, such absences should be requested in advance and department approval is required. Such approval will not be unreasonably denied.
D. Increments of use – PTO will be used in 8-hour increments. Eight hours of PTO will be debited from the Resident's PTO bank for each shift the Resident is absent. PTO is paid at the Resident's base hourly rate. The intent of the Parties is that Residents can be absent from a shift during a given workweek and, by using PTO, still receive the same pay that workweek they would otherwise have received if they had not been absent.
E. Holidays – Residents may be required to use PTO for a holiday in some situations. If, due to a holiday, the Resident works one less shift that pay period, the Resident must use 8 hours of PTO to cover the holiday. However, if a holiday lands on the Resident's regularly scheduled day off and the Resident's schedule during that pay period therefore is not reduced as a result of the holiday, the Resident is not required to use PTO for the holiday. Additionally, if the Resident requested to be off the schedule to observe a holiday at the time the scheduled is created, the resident will have to use a PTO day for such holiday. The intent of the Parties is that PTO would be used to cover a holiday if, due to not working on the holiday, the Resident ends up working less during that pay period than they normally would have. For example:
    1. Resident A normally works Monday through Friday, for a total of 10 shifts each pay period. If Monday is a holiday and Resident A does not work on the holiday. As a result, Resident A only works 9 shifts that pay period. Resident A must use 8 hours of PTO to cover the holiday.
    2. Resident B normally works Monday through Friday, for a total of 10 shifts each pay period. Monday is a holiday and Resident B does not work on the holiday. But Resident B works a shift on a Saturday instead, so Resident B still ends up working a total of 10 shifts that pay period. Resident B does not need to use PTO to cover the holiday.
    3. Resident C normally works Tuesday through Saturday, for a total of 10 shifts each pay period. Monday is a holiday and Resident C does not work on the holiday. Resident C still works 10 shifts that pay period. Resident C does not need to use PTO to cover the holiday.
    4. Resident D normally works six shifts each pay period. Monday is a holiday and Resident D does not work on the holiday. But Resident D still works six shifts that

pay period. Resident D does not need to use PTO to cover the holiday.

5. Resident E normally works six shifts each pay period. Resident E submits a request to the department to not work on Monday, which is a holiday. Resident E's request is granted and Resident E does not work on the holiday. As a result, Resident E only works five shifts that pay period. Resident E must use PTO to cover the holiday.
6. Resident F normally works six shifts each pay period. Resident F submits a request to the department to not work on Monday, which is a holiday. Resident F's request is granted and Resident F does not work on the holiday. But Resident F still works six shifts during that pay period. Resident F does not need to use PTO to cover the holiday.

20.03 Payoff of Paid Time Off (PTO)

Any accrued, unused PTO will be paid out on June 30 of each Academic Year. Any accrued, unused PTO will be paid upon termination of employment.

Accrued PTO may not be used for a GME Resident's last day of employment unless applicable law provides otherwise.

20.04 PTO approval process

Except for emergency or illness, Residents must receive approval from their supervisor prior to taking time off during work hours. Such approval will not be unreasonably denied. However, use of PTO and whether it is approved may also be affected by GME Residents' ACGME training requirements. Each department sets their own procedures for requesting and granting PTO usage, including any required time off or limitations when PTO may be used. If the Medical Center intends to change procedures for requesting and granting PTO, the Medical Center will notify the Union 60 days prior to the implementation of such change. The Medical Center will meet and confer regarding the proposed changes upon request from the Union.

Article XXI, License Reimbursement & Training

21.01 The Medical Center will reimburse Residents for a new medical license, the renewal of a medical license and USMLE STEP III/COMLEX III.

The Medical Center will pay a one-time reimbursement for DEA License Certification, if required.

1. Documentation of costs incurred following ratification for a new or renewed License or USMLE Step III must be submitted within thirty (30) calendar days of the incurred expense.
2. In no event shall any reimbursement be provided after separation from employment.
3. Reimbursements cannot be accrued or deferred to a following academic year.

21.02 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 and an academic year in which the Resident is appointed to a residency or fellowship training program.

21.03 USMLE STEP III/COMLEX III

1. To be eligible for reimbursement for USMLE Step III/COMLEX III exam fees, the examination date must occur within the academic year in which reimbursement is sought.

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

3. Reimbursement is only for fees paid directly to the National Board of Osteopathic Medical Examiners or Federation of State Medical Boards.

21.04 Other Licenses and Certifications

Residents requiring specific, mandatory certification as defined in their position description, i.e. PALS, ACLS or BLS, should attend a program offer by the medical center. If unable to attend a course offered through the Medical Center, with approval from their program director, they may attend an external offering and submit for reimbursement of the certification expense.

Article XXII, Electronic Devices

22.01 Electronic Benefit

The Medical Center will provide a $1,000 one-time benefit during the Resident's/Fellow's first academic year at CPMC for electronics.

22.02 Work Equipment

Each Resident shall be provided with a work phone and a work laptop in the event, the equipment is not functional, the Resident can request a replacement. The Residents will return the equipment at the time they end employment with CPMC.

Article XXIII, Educational Fund and Scholarly Pursuit

23.01 Scholarly Activity Pursue

The Medical Center will provide up to $2,500 per academic year for attendance at medical or scientific conference for poster, abstract or oral presentation and for educational books, educational study materials, and journal subscriptions.

Residents and fellows in their final academic year of training are eligible to receive an additional $2,000 for attendance at a Board Review Course.

Residents will be required to get preauthorization from the Program Director receive reimbursement. Such reimbursement will include payment for membership, registration, fees, and travel expenses.

Any expense incurred without preauthorization will not be eligible for reimbursement.

Payment of this reimbursement is only for medical or scientific conferences within the United States.

23.02 Medical Journal Access

CPMC will provide the residents with free access to up to date medical journal access for the purposes of clinical care, education, and research in accordance with Library Services Policy.

Article XXIV, Educational Time

24.01 Education Time

The union and the Medical Center recognize that education is a key component of the residency and fellowship programs at the Medical Center. Scheduled academic activities, including but not limited to didactics, conferences, courses, simulations, computer training sessions, and orientation days, shall be protected to the furthest extent practicable. During such protected paid education time, Residents shall be released from non-urgent clinical duties to the furthest extent practicable.

Article XXV, Meal Allowance Benefits

25.01 Meal Allowance

All Residents within thirty days of employment are eligible to receive a daily meal allowance of $15.00. This will be added to the Resident's badge. Such allowance will expire daily and will not be carried over. However, if the Resident works a shift where meals aren't provided and the cafeteria is closed, the Resident will be reimbursed for up to a maximum of $35 a day.

Article XXVI, Relocation Assistance

26.01 Relocation Assistance

All Residents who have accepted a Resident position at CPMC will be paid a relocation stipend up to $2000.00 if such relocation is greater than 50 miles from their residence at the time a job offer is made. The relocation stipend will be paid in a lump sum and payable upon tow full pay

cycle periods following the eligible Resident's Relocation.

Article XXVII, Parking and Transit

27.01 Parking and Mileage for Work Related Travel

CPMC will reimburse for parking at all required rotation sites where Residents are providing Medical services.

The Medical center will provide up to $2,400 annual parking stipend to every resident. Such payment will be divided in two lump sum payments and will be paid in April and October. To be eligible for this benefit, the Resident must complete their elearning training from Q4 (September to December) and Q1 (January to March) for the payment in April and from Q2 (April to June) and Q3 (July to September for the payment in October.

27.02 Mileage

Residents will be reimbursed at the current IRS rate for mileage, and all related tolls from the Medical Center to required site rotations where residents are providing services. Mileage reimbursement is not available for elective assignments. When traveling to a required site location, Residents shall deduct the miles driven on their normal commute.

Article XXIII, Retirement / 403B

28.01 Residents are eligible to participate in the Medical Center's 403(b) Plan under the terms set forth in the plan document. The Medical Center shall have the right unilaterally to modify this plan, but any such modification shall not affect the vested benefits, if any, of any employee.

The parties agree that neither the Medical Center's modification to the plan nor the effect of such modification is subject to the Grievance and Arbitration provisions of this agreement. Upon either parties' request, the Union and the Medical Center shall agree to meet and confer regarding the effects of changes to the plan prior to implementation of the changes.

28.02 Dispute Resolution

Except as provided herein, the 403(b) Plan Document provides a detailed description of the plan provisions and is the governing document when interpreting plan provisions. Any disputes or claims for benefits will be handled in accordance with the steps outlined in the Plan Document.

Article XXIX, Moonlighting

29.01 Moonlighting

Each training program must have a moonlighting policy. Each training program's policy and procedures must comply with the Clinical and Educational Work Hours Policy and all Medical Center procedures. If the program's policy allows moonlighting, the policy will allow all eligible Residents in that program in good standing to moonlight provided the hours are within the eighty (80) hour work week maximum. The policy will state which Residents may be eligible to moonlight.

Each program policy (for programs that allow moonlighting) must contain a method for pre-approval, monitoring (which must include the method for tracking hours), and periodic review. Residents 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. Any granted approval to moonlight may be revoked at any time at the Medical Center's sole discretion if there are concerns about resident well-being, academic performance, patient care, duty hours, or any other essential element of the resident's duties to the hospital and their training program. A Resident who is denied the right of Moonlighting will be given specific reasons for the denial.

The Medical Center will comply with the ACGME requirements regarding moonlighting.

Article XXX, Additional Benefits

30.01 Additional Benefits

At their discretion, programs may provide additional benefits to Residents that exceed what is provided for by the Agreement. If the Medical Center intends to change such benefits, the Medical Center will notify the Union 60 days prior to the implementation of such change. The Medical Center will meet and discuss the proposed changes upon request from the Union.

Article XXXI, Program Closure and/or Reduction

31.01 Program Closure and Reductions

It is CPMC's commitment to adhere to ACGME's policies regarding closures and reductions. CPMC will notify residents if closure or size reduction is intended and will make reasonable efforts to assist any affected residents in enrolling them in other ACGME programs.

Article XXXII, Fatigue Mitigation Transportation

32.01 Fatigue Mitigation

When a Resident works an overnight shift, CPMC will provide reimbursement for safe transportation options after the Resident's overnight shift ends. This reimbursement will pay for transportation to the Resident's legal address and return to the hospital the following morning to those Residents who left their car overnight at the hospital parking. This benefit is only for Residents who currently pay for parking privileges at CPMC. Rides will be subject to

federal/state taxation as required by state and federal law.

Article XXXIII, Uniforms

33.01 Uniforms

The Medical Center will provide at no cost to the Resident the following:

A. WHITE COATS
   1. Two (2) new long white physician coat in an appropriate size will be issued to each Resident. The Hospital will replace any white coat that is overly soiled, damaged, or lost by the laundry service.

B. SCRUBS
   1. The Medical Center shall ensure that scrubs are readily available, and clean to be worn by the Resident as needed.

Article XXXIV, Union Payroll Deductions

34.01 Dues/Service Fees

All Resident candidates represented by CIR will be notified of membership obligation upon hire. As a condition of employment, within thirty-one (31) days after employment or within thirty-one(31) days after the execution date of this Agreement, whichever is the later date, each Resident subject to this Agreement shall join and maintain membership in CIR or, at the Resident's election, (1) pay monthly to CIR a service fee equal to the monthly dues paid by CIR or (2) pay monthly to a non-religious charitable fund exempt from taxation under the Internal Revenue Code a sum equal to the monthly dues paid by CIR members; charitable fund to be designated in writing by the employee.

34.02 Payroll Deduction

During the term of this Agreement, the Medical Center will deduct CIR membership dues, CIR service fees, assessment charges, or charitable donations from the salary of each Resident who submits an appropriate written authorization. Once signed, the authorization cannot be canceled for a period of one (1) year from the date appearing on such written assignment or the termination date of this Agreement, whichever occurs first. Deductions shall be made each pay period and remitted to CIR within (5) days.

34.03 Indemnification

CIR shall indemnify the Medical Center and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of or by reason of any action that shall be taken by the Medical Center for the purpose of complying with the foregoing section of this Article unless the Medical Center was intentionally or grossly negligent.

34.04 Political Action Check-Off

The Medical Center will honor voluntary assignments of wages to the Union's Political Action Contribution (PAC) fund, when such assignments are submitted on a form agreed to by CIR and the Medical Center. The Medical Center will remit such contributions to CIR. Any such contributions shall be on an individual and voluntary basis.

34.05 Programming & Administrative Services

1. The Medical Center agrees to electronically transfer funds to CIR/SEIU banking account for all union payroll deduction remittance monies.

2. On a monthly basis, the Medical Center will provide a remittance report listing of Residents by name, employee identification number, in-unit earnings, title code, and amount of union payroll deductions.

3. The Medical Center shall not be responsible for those portions of payroll deductions where the Resident's earnings are insufficient to cover the union payroll deductions in any pay period.

Article XXXV, Complete Agreement

35.01 Complete Agreement

Both parties had the opportunity during negotiations to make proposals with respect to any subject matter not prohibited by law from bargaining. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein. The Medical Center and the union agree for the term of this Agreement each voluntarily and unequivocally waives the right and shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement.

Article XXXVI, Successorship

36.01 Successorship

In the event of a merger, sale, closure, leasing assignment, divestiture, or other transfer of ownership of the Medical Center or one of its patient care facilities in which represented employees work, the Employer notify the Union in writing at least ninety (90) days prior to taking any action described related to such sale, leasing, divestiture or other transfer of ownership, except Medical Center closure for which six (6) months advance notice is required.

Article XXXVII, Work Stoppage

37.01 Work Stoppage

The parties agree that all Residents and Fellows who provide patient care are providing services. Accordingly, during the term of this Agreement or any extension thereof, the Medical Center agrees that there will be no lockouts by the Medical Center. Additionally, during the term of this Agreement or any extension thereof, the Union, on behalf of its officers, agents, and unit members, agrees that there shall be no strikes, work stoppages, sickouts, slowdowns, boycotting, interruption of work, or any other activity which would interfere with the operations of the Medical Center.

Article XXXIII, Salaries

38.01 Determination of Salary

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.
A Resident or Fellow who, during the term of this Agreement, successfully completes their serviced for an academic year and is reappointed to serve for an additional academic year in that particular program shall advance to the next higher PGY in that program.

38.02 Salary Increases

1. Effective the first full pay period after ratification, the Medical Center shall increase salaries by 4.5%
2. Effective the first full pay period after July 1, 2025, the Medical Center shall increase salaries by 3.0%
3. Effective the first full pay period after July 1, 2026, salaries shall be increased by 4.0%.

Article XXXIX, Duration & Execution

39.01 Duration

The terms and conditions of this Agreement shall remain in full force and effect commencing October 22, 2024, and will continue in effect up to and including October 21, 2027. 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.

39.02 Execution

The foregoing agreement between the Committee of Interns and Residents/Service Employees International Union (CIR/SEIU) Local 1957 and the Regents of the California Pacific, Medical Center, having been duly approved by both parties, is hereby executed by the undersigned authorized representative(s) of each party.

WITNESS / ATTEST;

CIR SEIU Local 1957

California Pacific Medical Center

_____

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Allen Mayne, Deputy Dir. Strategic Campaigns

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Susan Naranjo, Executive Director

LETTER OF UNDERSTANDING BETWEEN
California Pacific Medical Center and SEIU-CIR
10/11/2024

This applies to Residents employed by CPMC as of the date of ratification of this agreement.

The parties agree that for calendar year 2025, 2026 and 2027, Residents will not need to use PTO for New Year's Day and Martin Luther King Day if their department is closed on those holidays. This letter of understanding is null and void and expires as of the day after Martin Luther King Day 2027.