

Collective Bargaining Agreement

Between

SUTTER BAY HOSPITALS dba
SUTTER SANTA ROSA REGIONAL HOSPITAL

and the

Committee of Interns and Residents/SEIU

February 4, 2026 – February 4, 2029

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

The Committee of Interns and Residents/SEIU (CIR/SEIU) represents over 13,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California, New Mexico and Puerto Rico. Collective bargaining agreements cover both public and private sector hospitals.

Founded in 1957, CIR/SEIU is affiliated with the Service Employees International Union (SEIU), a 2.1 million member union in the U.S., Puerto Rico and Canada including 1,000,000 members in the healthcare field.

This collective bargaining agreement, negotiated by CIR/SEIU members at Sutter Santa Rosa Regional Hospital, provides for salaries, leave time, a due process procedure in disciplinary cases, a grievance procedure, and other issues of concern to House staff.

Know your rights and benefits – read your CIR contract!

To contact your CIR organizer, call or write:

Committee of Interns and Residents/SEIU Northern California Office
1300 Clay Street, Suite 600, Room 21
Oakland, CA 94612
ph (510) 464-8011 fax (510) 464-8001
info@cirseiu.org www.cirseiu.org

Table Contents

PREAMBLE 1

DEFINITIONS 1

ARTICLE 1 - TERM 3

ARTICLE 2 - SUCCESSOR AGREEMENT 3

ARTICLE 3 - RECOGNITION 3

ARTICLE 4 - EMPLOYEE NOTIFICATION OF REPRESENTATION 3

ARTICLE 5 – DUES/SERVICE FEES 4

5.1 Payroll Deduction 4

5.2 Indemnification 4

5.3 Political Action Check-off 4

ARTICLE 6 - MANAGEMENT RIGHTS 4

ARTICLE 7 - SALARIES 5

7.1 Relocation Reimbursement 6

ARTICLE 8 - HEALTH AND WELFARE BENEFITS 6

8.1 Health Benefits 6

8.2 Dental and Vision Benefits 6

8.3 Eligibility 7

8.4 Health Plan Dispute Resolution 7

8.5 Alternate Coverage 7

8.6 Domestic Partners 8

8.7 Long Term Disability (LTD) 8

8.8 Flexible Spending Accounts 8

8.9 Group Life Insurance 9

8.10 Malpractice Insurance 10

8.11 Cobra Benefits 10

8.12 Worker's Compensation Dispute 10

8.13 Temporary Disability Indemnity 10

ARTICLE 9 - SUTTER HEALTH 403(B) SAVINGS PLAN 10

ARTICLE 10 – SHORT-TERM DISABILITY (STD) SALARY CONTINUATION BENEFITS PROGRAM 11

ARTICLE 11 – SUPPLEMENTAL MEDICAL LEAVE, FAMILY CARE AND PREGNANCY DISABILITY LEAVES OF ABSENCE 12

ARTICLE 12 -MEDICAL LEAVE, FAMILY CARE AND PREGNANCY DISABILITY LEAVES OF ABSENCE 13

ARTICLE 13 – COMPASSIONATE/BEREAVEMENT LEAVE 19

ARTICLE 14 - COURT LEAVE 19

ARTICLE 15 - JURY DUTY 20

ARTICLE 16 - LEAVE WITH PAY – PAID TIME OFF (PTO) 21

PTO Use 21

PTO approval process 22

ARTICLE 18 - GRADUATION REQUIREMENTS 23

ARTICLE 19 - EDUCATIONAL PROGRAM AND PROFESSIONAL DEVELOPMENT 23

19.1 Residency Program 23

19.2 Licensure 23

19.3 ACLS, NRP, and A.L.S.O. Training 23

19.4 Resident Wellness Retreat 24

19.5 Required Examination Coverage 24

19.6 Curriculum and Rotation Changes 24

19.7 Contractual Hospital Outplacement Agreements 24

19.8 Extended Residency 24

19.9 Professional Reimbursement 25

ARTICLE 20 - COMPENSATION FOR CHIEF RESIDENT 25

ARTICLE 21 – HOUSING ALLOWANCE 25

ARTICLE 22 - SHIFT COVERAGE 26

ARTICLE 23 - CONTINUITY IN PROGRAM AND VACANT POSITIONS 26

23.1 Long Term Vacancy 26

ARTICLE 24 - PERSONNEL FILES 26

24.1 Inspection of Personnel Files 26

24.2 Records That Cannot Be Reviewed 27

24.3 Consent for CIR Representatives to Review Records 27

24.4 Right to Review Adverse Comments 27

ARTICLE 25 - SAFETY 28

25.1 Shared Safety Obligation 28
25.2 Hazard Report Action Appeals Process 28
25.3 Safety Training 28
25.4 Safety Equipment, Testing and Treatment 29
25.5 State of Emergency 29
25.6 Retaliation 29
25.7 Non-Grievability 29
25.8 Grievance Hearing Committee 29
25.9 Discrimination 30
25.10 Formal Grievance Procedure 30
25.11 Confidentiality 30
ARTICLE 26 - MILEAGE REIMBURSEMENT 30
ARTICLE 27 - PARKING CONGESTION 30
ARTICLE 28 - EMPLOYEE ASSISTANCE PROGRAM 31
ARTICLE 29 - HOSPITAL/CIR MEETINGS 31
29.1 Hospital/CIR Meetings 31
29.2 Resident/Administration Meetings 31
29.3 New Hire Orientation 31
ARTICLE 30 - INTEREST-BASED BARGAINING 31
30.1 Release For Training 31
30.2 Use in Negotiations 31
30.3 Non-Grievability 31
ARTICLE 31 - RESIDENCY LABOR/MANAGEMENT COMMITTEE 32
31.1 Composition 32
31.2 Meetings and Compensation 32
31.3 Committee Recommendations 32
31.4 Funding and Publicizing Recommendations 32
31.5 Limits of Authority 32
31.6 Non-Grievability 33
ARTICLE 32 - NON-DISCRIMINATION 33
32.1 No Unlawful Discrimination 33
32.2 No Discrimination Based on CIR Activity 33
32.3 Fair and Respectful Treatment 33

ARTICLE 33 - EMPLOYMENT STATUS 33
ARTICLE 34 - GRIEVANCE PROCEDURE 34
34.1 Definitions 34
34.2 Grievance Procedures 34
34.3 Arbitration Procedure 35
ARTICLE 35 - NO STRIKE 36
ARTICLE 36 - FULL UNDERSTANDING MODIFICATION AND WAIVER 36
36.1 Full Understanding 36
36.2 Waiver 36
36.3 Written Modification Required 37
36.4 Non-Precedence 37
ARTICLE 37 - SEPARABILITY 37
ARTICLE 38- DISTRIBUTION OF AGREEMENT AND ENACTMENT 37
ARTICLE 39 – DIVERSITY AND INCLUSION 37
ARTICLE 40 – HARMONIOUS LABOR-MANAGEMENT RELATIONS 38
ARTICLE 41 – FATIGUE MITIGATION 38
ARTICLE 42 – LOUNGES AND CALL ROOMS 38
ARTICLE 43 - RESIDENT PARTICIPATION IN FACULTY RECRUITMENT 39
ARTICLE 44 – UNIFORMS 39
ARTICLE 45 – MOONLIGHTING 39
ARTICLE 46 – LACTATION AND PREGNANCY ACCOMODATION 39
ARTICLE 47 – SCHOLARLY PURSUIT 40
ARTICLE 48 – MEAL ALLOWANCE 40
ARTICLE 47 - SCHOLARLY PURSUIT ..... **Error! Bookmark not defined.**
ARTICLE 48 - MEAL ALLOWANCE ..... **Error! Bookmark not defined.**

PREAMBLE

This Agreement between the duly appointed representatives of Sutter Santa Rosa Regional Hospital, hereinafter referred to as the "Hospital," and the Committee of Interns and Residents, hereinafter referred to as "CIR" contains the agreement of each concerning wages, hours and other terms and conditions of employment for the term of this Agreement. This Agreement shall apply only to employees in the Resident Physicians Non-supervisory Unit.

DEFINITIONS

1. APPOINTING AUTHORITY is jointly the Hospital Chief Administrative Officer and the Director of the Residency Program ("Program Director").

2. BASE HOURLY RATE is the hourly rate which is listed in the Salary Table which corresponds to the annual salary.

3. The CHIEF RESIDENTS represent the resident physicians in discussions with residency program administration regarding academic and curricular matters. Chief Residents are selected by election among all Resident Physicians and their appointments are confirmed by the Program Director.

4. The COMMITTEE OF INTERNS AND RESIDENTS (CIR) is a recognized bargaining unit of the Residents employed by the Hospital.

5. The CIR REPRESENTATIVES represent the resident physicians during employment contract negotiations and in any discussions with hospital administration regarding employment and administrative matters. The CIR Representatives are selected by election among all resident physicians and their appointments are confirmed by the appointing authority.

6. EMPLOYEE is any person legally employed by the Hospital and a member of the bargaining unit represented by CIR.

7. EMPLOYEE, FULL-TIME is an employee who works a regular predetermined work schedule of at least sixty (60) hours per pay period (0.75 to 1.0 FTE).

8. EMPLOYEE, PART-TIME is an employee who works a regular predetermined work schedule of at least forty (40), but less than sixty (60) hours per pay period (0.5 to 0.749 FTE).

9. HOSPITAL is Sutter Bay Hospitals doing business as Sutter Santa Rosa Regional Hospital, a facility approved for training of Resident Physicians in a three-year Family Medicine Residency Program, named the Santa Rosa

Family Medicine Residency ("Residency Program"), accredited by the Accreditation Council for Graduate Medical Education ("ACGME") through its Institutional, Common Program, and Specialty Specific Requirements for Family Medicine.

10. RESIDENT is a graduate student registered with the State Board of Medical Examiners and/or the American Board of Family Medicine upon whom a degree of Doctor of Medicine or Doctor of Osteopathy has been or shortly will be conferred by a school approved by said Board.

11. UNSCHEDULED ABSENCE is the absence of a Resident from Resident's regular assigned duties because of unforeseeable circumstances, including, but not limited to illness, jury duty, court appearances, or bereavement leave. An extended absence will be considered unscheduled through the end of the current curriculum cycle or for two weeks, whichever is longer.

12. WORK SCHEDULE, FULL-TIME includes all hours required for program compliance as determined by the Program Director, as set forth by ACGME. A Full-Time employee shall not have their work schedule reduced, except by mutual agreement of the Program Director, or their designee, and the Resident.

13. WORK SCHEDULE, PART-TIME includes all hours determined by the Program Director to compose an ongoing work schedule which consists of fewer hours worked during a year than a full-time work schedule.

14. SHIFT COVERAGE occurs when a resident assumes the work of another resident due to an unscheduled absence.

ARTICLE 1 - TERM

The parties agree that all changes contained herein will become effective February 4, 2026, unless otherwise specified herein. This Agreement shall expire and otherwise be fully terminated at 11:59p.m. on February 4, 2029.

ARTICLE 2 - SUCCESSOR AGREEMENT

The terms and conditions of this agreement shall remain in full force and effect commencing the date of ratification, February 4, 2026, and will continue in effect up to and including the date of expiration, February 4, 2029. 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.

ARTICLE 3 - RECOGNITION

The Hospital recognizes the Committee of Interns and Residents as the sole recognized employee organization for the Resident Physicians. The bargaining unit as of the effective date of this Agreement, consists of employees in positions in classifications listed below: Intern or Resident Physicians, First Year Resident Physicians, Second Year Resident Physicians, Third Year

ARTICLE 4 - EMPLOYEE NOTIFICATION OF REPRESENTATION

4.1 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 the residency training program each academic year on or before July 1.

4.2 Content of List

The list referenced in section 4.1 shall include, names, personal emails, that are in the possession of the Medical Center, address, phone number, work email, address, department, and postgraduate year.

4.3 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.

4.4 Orientation Presentation

During orientations for new Residents, the union shall be granted sixty (60) 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.

ARTICLE 5 – 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.

5.1 Payroll Deduction

During the term of this Agreement, the Hospital 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.

5.2 Indemnification

CIR shall indemnify the Hospital 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 Hospital for the purpose of complying with the foregoing section of this Article unless the Hospital was intentionally or grossly negligent.

5.3 Political Action Check-off

SSRRH 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 SSRRH. SSRRH will remit such contributions to CIR. Any such contributions shall be on an individual and voluntary basis.

ARTICLE 6 - MANAGEMENT RIGHTS

CIR recognizes that the Hospital 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 Hospital shall include, but not be limited to, the right to determine the organizational structure of the Hospital 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 Hospital'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 7 - SALARIES

Resident Salaries Annualized & Hourly wage rate

	PGY – 1	**PGY – 2**	**PGY - 3**
Ratification	$77,542.40/ $37.28	$81,619.20/ $39.24	$86,632.00/ $41.65
July 1, 2026	$80,641.60/ $38.77	$84,884.80/ $40.81	$90,105.60/ $43.32
July 1, 2027	$83,075.20/ $39.94	$87,443.20/ $42.04	$92,809.60/ $44.62

All wage adjustments begin with the start of the first full pay period after the effective date of increase. The above table reflects the annualized and hourly wage rate for a full-time Resident and equals the following percentage increases:

Ratification	PGY-1: 7.2%,	PGY-2: 8.0%,	PGY-3: 4.2%
July 1, 2026	PGY-1: 4.0%,	PGY-2: 4.0%,	PGY-3: 4.0%
July 1, 2027	PGY-1: 3.0%,	PGY-2: 3.0%,	PGY-3: 3.0%

7.1 Relocation Reimbursement

Any new 1st year Resident who accepts placement in the Hospital Residency Program is eligible for a stipend of $2000 of relocation expenses. The Resident must be relocating from a distance of 50 miles and must submit receipts for all relocation expenses subject to reimbursement prior to December 1 of their first year.

ARTICLE 8 - HEALTH AND WELFARE BENEFITS

Health Plan Options and Other Employee Benefits

Effective January 1, 2027, 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 Hospital, with the same plan design, co-pays, co-insurance, employee premium contribution. The Hospital will notify the union 60 days prior to open enrollment to discuss the changes to the plans.

8.1 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 Hospital'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 Hospital. The amount of the rebate and terms for receiving it may be modified by the Hospital with 30 days' notice to the Union.

8.2 Dental and Vision Benefits

Dental and Vision: The Hospital 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 Hospital will provide 2 Vision Plans – VSP Vision Plan or Vision Plus Plan.

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

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

The Hospital extends to all eligible Residents all the rights and benefits afforded in the insurance plans in effect at the time of this Agreement.

8.3 Eligibility

Full-time and part-time benefit eligible employees become eligible for health insurance benefits (medical, dental, vision) on the first day of hire 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 Sutter Santa Rosa Regional Hospital 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.

8.4 Health Plan Dispute Resolution

Any dispute by an employee over a claim regarding any of the benefits described in this Article shall be processed in accordance with the pertinent plan documents and may not be processed through the Grievance Procedure of the Agreement.

8.5 Alternate Coverage

The Hospital reserves the right to change the insurance carrier or health maintenance organization (HMO) to some other insurance carrier or HMO with the understanding that such change will result in equivalent rather than identical benefits. CIR will be notified

prior to any change.

8.6 Domestic Partners

Effective October 1, 1999, medical, dental and vision benefits coverage for a benefit eligible employee's domestic partner and dependents of that domestic partner (if applicable) will be available as described in the Hospital policy. A domestic partner benefits enrollment form and supporting documentation in accordance with Hospital policy is required.

8.7 Long Term Disability (LTD)

Eligible employees shall receive Employer-paid core long-term disability insurance in the amount 60% of pre-disability earnings, as defined by the certificate of coverage, up to a maximum monthly benefit of $5,000 and a maximum benefit period of 5 years. An eligible employee may buy up the long term disability insurance that provides a benefit of 60% of pre-disability earnings up to a maximum monthly benefit of $10,000 and a maximum benefit period to age 65 (or up to age 70 if the Employee is over age 60). The Employee pays premium for this insurance.

The Employee must be in a full-time or part-time status to be eligible for core and buy up long term disability insurance. Long-term disability is effective the date of hire.

New or newly eligible employees must complete the enrollment process to purchase buy up long term disability insurance within 60 days of becoming eligible. If the employee does not enroll by the 60-day deadline, the employee will not be able to enroll in coverage until the next open enrollment period. Changes to buy up long term disability 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.

8.8 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.

b. 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.)

   Contact the Sutter Health Employee Line for further details.

8.9 Group Life 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 be in full-time or part-time status to be eligible for basic and supplemental life insurance. Group Life Insurance is effective the 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 not agreement is reached within the sixty (60) day period, the Hospital may implement its proposed changes.

8.10 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. This Article is not grievable nor arbitratible under this Agreement.

8.11 Cobra Benefits
The Hospital will continue to provide insurance benefits at group rates plus two percent as required by the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, including any applicable subsequent amendments or revisions. In the event this Act is rendered inapplicable to the Hospital, either by legislative or judicial action, the Hospital shall, from the effective date of such action, not follow its provisions.

8.12 Worker's Compensation Dispute
Any dispute by an employee over a claim processed through worker's compensation shall be resolved solely through the appropriate appeal procedures of that system and is not the subject of a grievance through this Agreement.

8.13 Temporary Disability Indemnity
An employee who is absent from work by reason of industrial injury compensable by temporary disability indemnity may, with the approval of the Hospital CEO or his designee, elect to take as much of the employee's PTO or ESL time as when added to the employee's disability indemnity will result in payment to the employee of the employee's regular salary. An employee shall accrue PTO and ESL only during such portion of absence from work due to the industrial injury for which the employee uses previously earned PTO or ESL.

ARTICLE 9 - SUTTER HEALTH 403(B) SAVINGS PLAN

9.1 Full-time, part-time, short hour and per diem employees are eligible to participate in the Medical Center/Hospital/Foundation's 403(b) Retirement Plan under the terms set forth in the plan document. The Medical Center/Hospital/Foundation shall have the right unilaterally to modify this plan, but any such modification shall not affect the vested benefits, if any, of any employee.

9.2 The parties agree that neither the Medical Center/Hospital/Foundation'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/Hospital/Foundation shall agree to meet and confer regarding the effects of changes to the plan prior to implementation of the changes.

9.3 Dispute Resolution
Except as provided herein, the 403(b) Retirement 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 10 – SHORT-TERM DISABILITY (STD) SALARY CONTINUATION BENEFITS PROGRAM

The purpose of the program is to provide an additional income benefit to complement state and/or federal wage replacement programs for employees during an approved leave or when partially disabled and working in a reduced schedule and meet the qualifications to continue to receive STD benefits.

1. Eligibility: Regular full-time and part-time employees are eligible for coverage. STD eligibility begins on the day immediately following the date the employee completes three (3) months in a full-time, part-time, or limited term position, as long as the employee is in an active status with SSRRH and not currently in a leave status. To receive STD benefits under this program, the employee must be on an approved medical leave of absence and apply for state and/or federal wage replacement programs (i.e. State Disability Insurance (SDI), Social Security (SS), Total Temporary Disability (TTD)), where applicable. Details regarding the benefits and terms of coverage are outlined in the Human Resources Policy - Short Term Disability Salary Continuation.

2. Benefits provided:

   a. STD is a supplemental wage replacement benefit provided to the employee in the event of total and continuous disability up to approximately sixty-six and two-thirds (66-2/3) of their normal gross earnings when integrated with state and/or federal wage replacement programs.

   b. STD benefits may include salary continuance for employees who are temporarily and partially disabled. The benefit is integrated with any state and/or federal wage replacement programs and any pay received from light duty work.

   c. Employees can elect (on the Request for Leave of Absence form) whether to use accrued PTO to cover any applicable elimination period and to integrate PTO with other wage replacement benefits if the leave is covered under FMLA/CFRA, PDL, or Military Leave. If the employee does not affirmatively decline using PTO, the Medical Center shall integrate accrued PTO with all applicable forms of wage replacement.
   If the leave is not covered by FMLA/CFRA, PDL, or Military Leave, the Medial Center requires the use of accrued PTO.

   d. PTO may also be used to supplement state and/or federal wage replacement programs and STD to provide income up to approximately one hundred percent (100%) of gross pay based upon FTE status. Payroll will automatically integrate

PTO with the above benefits if the employee does not specifically designate on the Leave of Absence Request Form to not integrate PTO.

3. Calculation:

a. Day 0-3 (elimination period) will be unpaid under the STD benefit for occupational disabilities.

b. Day 0-7 (elimination period) will be unpaid under the STD benefit for non-occupational disabilities.

c. Day 8 (for approved STD claim for non-occupational disability) or day 4 (for approved STD claim for occupational disability) the employee will be paid the full salary continuation benefit less the maximum state and/or federal wage replacement or other anticipated income.

4. Benefit Period: The maximum benefit period is one hundred and eighty (180) calendar days from the date the disability begins.

5. Qualifying Period: Re-occurrence of the same disability within one hundred and eighty (180) calendar days of the onset of the original disability will be treated as a continuation of the original disability. The employee will not be subject to another elimination period; however, all time for the original period of disability will be counted in determining the remaining benefit period. Once an employee has exhausted all of their one hundred and eighty (180) calendar days of disability of STD benefit, the employee will not be entitled to additional STD pay for the same disability until they have returned to work in active status, for a period exceeding one hundred and eighty (180) calendar days.

Legacy ESL – An employee with remaining ESL must use it prior to receiving STD benefits but may only receive a total of 180 days of wage replacement from either STD or ESL or any combination of the two and is subject to the same parameters on the Qualifying Period as noted in Paragraph 5 above.

ARTICLE 11 – SUPPLEMENTAL MEDICAL LEAVE, FAMILY CARE AND PREGNANCY DISABILITY LEAVES OF ABSENCE

A. Residents are eligible for up to six 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, starting the day the Resident is required to report as an employee.

B. Residents 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. Forty (40) hours in 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 as per Article 12– Medical Leave, Family Care and Pregnancy Disability Leaves of Absence.

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

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

i. The number of each required clinical months of training for their particular specialty;

ii. The impact leave has on a resident's eligibility to participate in examinations by the relevant certifying board(s); and

iv. The specific rotations where residents are not permitted to schedule time away

E. GME Residents 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.

Any required make up time will be in alignment with the program to meet graduation requirements and/or ACGME or Specialty Board requirements.

The Hospital will ensure continuation of health and welfare benefits during the first six weeks of the first medical, parental, or caregiver leave of absence taken. After that six-week period, Residents will be eligible for continuation of their health and welfare benefits as per Article 12– Medical Leave, Family Care and Pregnancy Disability Leaves of Absence.

F. To the extent permitted by law, any GME Resident Leave provided runs concurrently with the leave a GME Resident is entitled to under federal, state, and local law and company policies.
GME Residents are required to seek all applicable wage replacement options available to them, including, but not limited to state/local benefits and those provided by the employer.

G. To request a leave of absence, the employee must contact the Employee Center online or by phone.

The Hospital shall take measures to minimize the impacts of a resident on a leave of absence.

ARTICLE 12 -MEDICAL LEAVE, FAMILY CARE AND PREGNANCY DISABILITY LEAVES OF ABSENCE

1. General Information
    a. An employee who must be away from work more than seven (7) consecutive calendar days for a medical reason for the employee or a qualified family member shall apply for a leave of absence.
    b. To the extent permitted by law, leaves provided by the collective bargaining agreement and/or federal, state, and/or local law will run concurrently.

2. Notice of Leave
    a. The employee shall provide their supervisor at least thirty (30)-days prior notice of the need for a leave of absence. If this is not possible, notice shall be given as soon as practicable.
    b. For elective or planned medical procedures where employees have flexibility for the timing of their medical treatment, employees shall consult with their supervisor regarding the dates of the planned medical procedure to minimize disruption to operations.
    c. When providing notice, sufficient information shall be provided to determine if the leave qualifies under this agreement and/or law, and shall include the anticipated start date and duration of leave.

3. Request for Leave and Certification
    a. Requests for leave shall be supported by appropriate certification.
    b. The Sutter Health leave of absence and accommodation department shall provide employees with the applicable certification requirements and forms. Employees may be required to submit re-certifications if new or continuing leave time is sought after the expiration of an initial certification.

4. Medical Leave of Absence (MLOA)
    a. An employee's own Serious Health Condition, other than work-related conditions, that prevents the employee from performing one or more of the essential functions of their job qualifies an eligible employee for an MLOA.
    b. Employees are eligible for an MLOA of up to six (6) weeks from their first day of employment. Employees who have completed 90 days of employment are eligible for the full six (6) months of MLOA.
    c. MLOA duration is for up to six (6) months of cumulative absence in a rolling backward twelve (12) month period. MLOA runs concurrent with other leaves of absence.
    d. MLOA may not be taken on an intermittent or reduced-schedule basis, unless running concurrently with regulatory leaves that allow for intermittent leaves.
    e. If an employee is not eligible for an MLOA under this provision, or if an employee has exhausted their MLOA under this provision, a leave may be provided on a case by case basis as a reasonable accommodation in accordance with disability regulations.

5. Family Care Leave, including leave pursuant to any federal, state, or local law (e.g. FMLA/CFRA, etc) .

    Federal, state, and local leaves of absence will be granted in accordance with

applicable law.

6. Intermittent and Reduced Schedule Leave
    a. An employee does not need to use leave under FMLA/CFRA/PDL in one block. Leave can be taken intermittently, or as part of a reduced schedule when medically necessary.
    b. Leave for bonding or the care of a new child generally shall be taken in blocks of at least two (2) weeks, but an employee may take two (2) leaves in increments shorter than two (2) weeks. Additional requests in increments shorter than (2) two weeks may be granted with the approval of their supervisor and IDAM.

7. Reinstatement/Return to Work
    a. Employees returning from an approved leave not exceeding six (6) months shall be restored to the same position, unit, and shift they held at the commencement of the leave or, if unavailable due to reasons unrelated to the employee's leave or because holding open the position would substantially undermine the Hospital's ability to operate the business safely and efficiently, to an equivalent position (with equivalent pay, benefits, and other employment terms). If the leave of absence exceeded six (6) months, the Hospital shall use its best efforts to return the employee to the same position, unit, and shift.
    b. An employee returning from a leave due to their own medical condition shall provide required medical certification confirming that the employee is able to return to work with or without reasonable accommodation.

    c. Failure or inability to return to work upon the expiration date of a leave of absence may be considered a voluntary resignation and the affected employee shall be terminated unless an extension of leave has been approved.

8. Health and Welfare Benefits During Leave
    a. The employee'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. Employees should consult with Total Rewards 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 Total Rewards by the applicable due date. Employees not in a paid status sufficient to cover the premium shall be billed Total Rewards and should contact the Sutter Health Employee Center 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): An employee on FMLA leave can voluntarily discontinue benefits (by written request) at the time employee moves into an unpaid status while on FMLA leave. Benefits may be

reinstated at an employee's request if the employee returns to work at the end of the protected leave period. Coverage shall be effective the first day of the month following the employee's request for reinstatement, provided the request is received within sixty (60) days of the employee's return. The employee 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 employee 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 employee shall not be allowed to enroll their child until the next open enrollment period.

Occupational Leave of Absence (OLOA)

1. General Information
    a. An OLOA is a job-protected leave of absence provided for an employee who has sustained a work-related injury/illness that prevents the employee from performing one or more of the essential functions of their job.
    b. Employees are eligible for an OLOA if:
        i. The employee incurs a medically-substantiated work-related illness or injury arising out of employment or in the course of employment while on the job;
        ii. The employee's claim is open and accepted by the Workers' Compensation carrier;
        iii. The period of absence is verified by the authorized primary treating provider as work-related;
        iv. The employee has been released to temporary Modified Duty or Light Duty for the injury/illness in question, and the employee cannot be accommodated under any disability regulation or the Connecting to Work Program.
    c. During the period of time that the claim is being considered, an OLOA will be initially granted to the employee and the absence will tentatively fall within the scope of this article, subject to all other eligibility requirements.
    d. An employee who must be away from work for more than three (3) consecutive calendar days for a work-related injury or illness shall request an OLOA. If the need for leave is foreseeable, the employee shall request leave at least thirty (30) days in advance. If the need for leave is not foreseeable, the employee shall request leave as soon as practicable.
    e. To request an OLOA, the employee shall complete the request online which can be accessed in the Employee Center or by phone. The employee must also

complete a report of injury on My Injury Connection and notify their supervisor.

f. An OLOA may not be taken on an intermittent or reduced-schedule basis.
g. An OLOA affords up to twelve (12) months of leave for the qualifying injury/illness. This includes reoccurrence(s) within twelve (12) months of the employee's return to work.
h. An employee may not be eligible for an OLOA under this policy if the employee is declared to have reached Maximum Medical Improvement (MMI) and is unable to return to their position, with or without reasonable accommodation.
i. If an employee is not eligible for an OLOA under this article or if any employee has exhausted their OLOA, a leave may be provided as a reasonable accommodation in accordance with disability regulations.

2. Request for Leave and Certification
    a. Requests for leave shall be supported by appropriate certification.
    b. Failure to provide appropriate medical documentation may result in delay or denial of leave until medical documentation is provided.
    c. Employees are required to submit re-certifications if new or continuing leave time is sought after the expiration of an initial certification.

3. Reinstatement/Return to Work
    a. Employees returning from an approved leave not exceeding twelve (12) months shall be restored to the same position, unit, and shift they held at the commencement of the leave or, if the conditions in the Hospital have changed so that it would not be feasible to reinstate the employee in such a manner to an equivalent position (with equivalent pay, benefits, and other employment terms). If the leave of absence exceeded twelve (12) months, the Hospital shall use its best efforts to return the employee to the same position, unit, and shift.
    b. An employee returning from a leave due to their own medical condition shall provide required medical certification confirming that the employee is able to return to work with or without reasonable accommodation.
    c. Failure or inability to return to work upon the expiration date of a leave of absence may be considered a voluntary resignation and the affected employee shall be terminated unless an extension of leave has been approved.

4. Health and Welfare Benefits During Leave
    a. The employee'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. Employees 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 open enrollment, an employee on a leave shall be provided appropriate information on how to process their benefit selections.
    d. 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. Employees 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.

e. Failure to pay benefit premiums during leave shall result in a loss of coverage and the employee (and any applicable dependents) shall not be eligible to continue benefits under COBRA.

Personal Leave of Absence (PLOA)

1. All full-time, part-time, short-hour, and per diem employees who have completed one year of employment from their earliest hire date with Sutter Health are eligible for PLOA.

2. A PLOA may be requested for emergency situations where an employee has exhausted leave entitlements or does not qualify for leave under this agreement or state/federal leave laws. Personal Leaves shall not be granted for the pursuit of other employment, to extend vacations, or for time spent incarcerated.

3. A PLOA may be granted for a minimum of seven (7) days, up to a maximum of two (2) months, with one extension for up to a maximum of three (3) months total time off. An employee may be granted a PLOA one (1) time per rolling twelve (12) month period, measured backward from the date the employee commences leave. A PLOA may not be taken on an intermittent or reduced-schedule basis.

4. Accrued PTO must be used while an employee is on PLOA.

5. Employees should provide the supervisor at least thirty (30)-days prior written notice of the need for a PLOA. If this is not possible, notice must be given as soon as practicable after the employee learns of the need for the PLOA, depending on the circumstances. Employees requesting PLOA must complete the online request in the Employee Center or by phone.

6. The supervisor and Human Resources shall review each PLOA request and, in their discretion, determine whether to grant or deny it based on the staffing and operational needs of the department. If the position at issue must be filled on a long term basis because temporary help is not possible or feasible, then the PLOA shall not be approved.

7. Benefited employees shall be responsible for the full premium amount of health, vision, and dental insurance (both the employee and employer portions) during approved PLOA. The responsibility for the full premium amount occurs the first full pay period missed from work following the first of the month after the start date of the PLOA. If an employee does not pay premiums in a timely manner, the insurance shall be discontinued.

a. The Hospital shall continue to pay the employer share of the cost for life insurance and long-term disability (LTD) insurance, provided the employee maintains coverage by paying their portion of the premium, if applicable.
b. Employees shall not accrue additional benefits during PLOA, except as may be provided for by the terms and conditions of a particular employee benefit plan.

8. Employees returning from an approved PLOA shall be reinstated in the same job classification held prior to the PLOA, including the department and shift, unless mutually agreed to otherwise in writing.

9. Failure or inability to return to work upon the expiration of PLOA shall be considered a voluntary resignation and the affected employee shall be terminated unless an extension has been approved in advance.

10. Personal leaves of absence will not be unreasonably denied. At the request of the Resident, the Residency Director, the Resident, and the Union shall meet to discuss any denial of a request for a personal leave of absence.

Pay During Leave

a. Leaves of absences are unpaid, however, employees may be eligible for wage replacement benefits (e.g. PTO), if applicable.
b. Unless prohibited by a regulatory requirement allowing optional PTO use, (e.g., FMLA, CFRA, CA Pregnancy Disability Leave (PDL), Military leave, etc), employees are required to use accrued and available PTO during leave. PTO if elected or required for use is integrated with all forms of wage replacement up to approximately 100% of Pre-Disability Gross Earnings.
c. Employees can elect (unless PTO is required) whether to use accrued PTO to cover any applicable Elimination Period and to integrate PTO with other wage replacement benefits.
d. If the employee does not affirmatively decline using PTO or if PTO usage is required, PTO will be integrated with all applicable forms of wage replacement.

ARTICLE 13 – COMPASSIONATE/BEREAVEMENT LEAVE

1. Residents are eligible for bereavement leave in accordance with Sutter Health's policy.
2. In the event that applicable law requires bereavement benefits greater than those listed in this Article, the Hospital will implement the applicable law.

ARTICLE 14 - COURT LEAVE

A full-time or part-time employee is entitled to a leave of absence with pay at the employee's base hourly rate to respond to a work- related, enforceable subpoena to appear in a court or an administrative agency hearing in California other than as a litigant and for reasons other than those caused by the employee's connivance or misconduct. An employee may retain such payment as may be allowed the employee for lodging, meals and travel, but as a condition for entitlement to this Court Leave, the employee shall make payable to the Hospital any and all fees which the employee may receive as

payment for the service as a witness. An employee on Court Leave will receive the base hourly rate of pay for those hours spent traveling to and from the court or administrative agency hearing and the hours spent attending to the employee's obligation as a witness so long as those hours correspond to the employee's assigned work schedule. Time spent as a witness or travel time which are outside the employee's assigned work schedule shall not be paid. If an employee's obligation as a witness expires on any workday with time remaining on the employee's work schedule, the employee will be obligated to return to work. An employee ordered to appear and who does appear in a court or an administrative proceeding as a part of their assigned duties shall not be eligible for Court Leave. If a Resident is scheduled for Court Leave, the Resident may be excused from night call the day preceding the date of appearance in Court.

ARTICLE 15 - JURY DUTY

1. All full-time and part-time employees are eligible for jury duty pay upon hire.
2. Employees 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 hours. Employees are required to provide proof of service to receive compensation.
3. Jury Duty Pay will be paid as base wages including applicable shift differential. Jury Duty hours are not considered hours worked for the purpose of calculating overtime.
4. An employee receiving a jury summons shall advise their supervisor as soon as possible, but no later than within three (3) days of its receipt.
5. To receive compensation once the employee reports for Jury Duty, eligible employees must select the telephone on-call option, if available. Employees 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. Employees 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.
6. If an employee is scheduled to work the night shift the day before and/or the day they are scheduled for Jury Duty, they will be released from the schedule and eligible employees will receive Jury Duty Pay not to exceed the employee’s regularly scheduled hours.
7. When an employee is required to serve on their scheduled days off, the employee will not receive Jury Duty Pay for those days.
8. Employees who are on an approved leave of absence during which they are 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. Employees should note that Jury Duty service during a leave of absence might impact their disability claim, since the hours could be considered work. Additionally, employees 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 employee 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 Employee has

chosen **not** to integrate PTO hours with disability payments, they are not eligible to receive Jury Duty Pay.

9. An employee 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 their 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.
10. If an employee is on Jury Duty for less than half of their shift, they should call their supervisor to find out whether they needto return to work. The supervisor's decision will depend on a number of factors, including the time it takes the employee to get to work, length of shift remaining, and staffing. If the supervisor determines the employee doesn't need to return to work, the employee will receive Jury Duty Pay for the full shift. Supervisors have the option of excusing employees for the full shift in advance.

ARTICLE 16 - LEAVE WITH PAY – PAID TIME OFF (PTO)

Effective July 1, 2026, 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.

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, and other personal reason. The Resident must follow the department's procedures to request the absence, and department approval is required in advance.
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. Payoff of Paid Time Off (PTO)

Any accrued, unused PTO will be paid out within the first two pay periods following the end of the 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.

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. If the Hospital intends to change procedures for requesting and granting PTO, the Hospital will notify the Union 60 days prior to the implementation of such change. The Hospital will meet and confer regarding the proposed changes upon request from the Union.

ARTICLE 17 – HOLIDAYS

The following are defined as Resident holidays:

a. New Year's Day, January 1
b. Martin Luther King's Birthday (third Monday in January)
c. Presidents' Day
d. Memorial Day

e. Independence Day (July 4th)
f. Labor Day
g. Thanksgiving Day (fourth Thursday in November)
h. Christmas Day (December 25)

ARTICLE 18 - GRADUATION REQUIREMENTS

All time off benefits provided within this contract may not exempt the Resident from meeting applicable ABFM and ACGME guidelines, which limit the amount of time a Resident may be away from the educational program during any academic year. Questions about limits to time off as well as graduation requirements should be directed to the Residency Program Director or their designee.

ARTICLE 19 - EDUCATIONAL PROGRAM AND PROFESSIONAL DEVELOPMENT

19.1 Residency Program

The Hospital agrees to provide an educational program that is approved by the Accreditation Council for Graduate Medical Education and ensure that the Residency is in compliance with the ACGME Institutional, Common Program, and Specialty Specific Requirements of Family Medicine.

Employee agrees to fulfill the educational requirements of the graduate training program, and accepts the obligation to use their efforts to provide safe, effective and compassionate patient care as assigned in accordance with ACGME, the policies, rules and regulations of the Hospital and the By-Laws and Rules and Regulations of the Medical Staff. Employee agrees to comply with all laws, regulations and standards to which the Hospital and the medical community at large is subject.

The Hospital will provide in a timely fashion documentation of individual Resident's training experience as it relates to patient procedures performed and diagnoses treated.
An extended residency option may be approved by the Program Director on a case-by-case basis.

19.2 Licensure

Employee shall do all things necessary to procure the issuance of a California physician's and surgeon's license as soon as possible after completion of the first year (internship) of employment hereunder. Should Employee be unsuccessful in securing such a certificate in a timely fashion, the Employee shall be terminated effective the date of notice of failure to achieve licensure.

19.3 ACLS, NRP, and A.L.S.O. Training

The Hospital will pay all fees and costs associated with initial ACLS, NRP, and A.L.S.O.

training of Residents.

19.4 Resident Wellness Retreat

The Hospital shall provide and fund hospital coverage from 6:30 PM Friday to 6:30 PM Sunday of the scheduled annual retreat, from 6:30 AM on the date of graduation to 7:00 AM the morning after graduation, and 1:00 to 6:30 PM on the date of Transition and Renewal. The hospital shall support these events for Resident wellbeing. The retreat shall be entitled “Resident Wellness Retreat: In Memory of Dr. Craig Heathcoat.”

19.5 Required Examination Coverage

Residents participating in the USMLE Step III or NBOME Step III, Advance Cardiac Life Support, Neonatal Resuscitation, and the In-Service Training Exams will be relieved of on-call duties as of 6:00 p.m. the night before the exam and will not be scheduled for duty before 6:00 p.m. after a full day exam or 1:00 p.m. after a morning exam. Normal morning duties will apply for Residents sitting for an afternoon exam. If it is necessary to provide a substitute on-call resident and the call hours are in addition to the substitute Resident's normal on-call schedule, the substitute Resident shall be paid $40 an hour for all hours worked from 6:00 p.m. the night before the examination until 7:00 a.m. the day of the examination. If the examination falls on a Saturday, Sunday or an observed Hospital holiday,it is the intent of CIR and the Hospital that Resident call duties will be scheduled so as to minimize the use of paid back-up during required examinations.

19.6 Curriculum and Rotation Changes

Chief Resident Physicians will be given at least four weeks written notice of all major proposed changes in curriculum or rotations prior to a decision or vote at faculty or curriculum committee meetings or their equivalents. Examples of major proposed changes include cancellation of a rotation, changes in work sites,, consolidation of clinics, and changes to inpatient shift hours. Recognizing that four weeks’ notice may not always be possible, due to extenuating external circumstances, the Hospital and Residents agree to meet to discuss the impact of the change as soon as the change becomes known. In all instances, Hospital and Residents will meet collaboratively to discuss the impact of any changes.

19.7 Contractual Hospital Outplacement Agreements

The Hospital will provide sixty calendar days to meet and confer, including any and all impasse procedures, prior to finalizing and implementing any proposed contract with other hospitals for outplacement of Sutter Santa Rosa Regional Hospital Residents. This article is not subject to the contract grievance procedure except for a refusal to meet and confer as specified in this article. All Hospital contractual agreements for placing Residents in other medical facilities are subject to approval by the Hospital Chief Administrative Officer.

19.8 Extended Residency

An extension of an individual Resident’s program beyond three years does not entitle that

Resident to additional funds under Article 21.

19.9 Professional Reimbursement

With the approval of the Director of the Residency Program, Residents may be authorized and reimbursed, pursuant to Hospital procedures, one time during their residency. Authorized expenditures include:

Licensing Exam
Medical License Fees Upon Renewal
One Time DEA License or Renewal (only applies to Residents that are required to have a DEA license)

Family Medicine Board Exam Fees
USMLE Step III
COMLEX Level III
ACLS, NRP renewal

Receipts must be submitted to receive reimbursement. Reimbursements under this article shall be subject to all applicable taxes and withholdings, as required by law.

ARTICLE 20 - COMPENSATION FOR CHIEF RESIDENT

A Resident who is designated as a Chief Resident shall receive
$100 a pay period for these duties. There may be up to six (6) Chief Residents. Chief Residents shall be eligible for the $100 per pay period only during their second and third academic years.

ARTICLE 21 – HOUSING ALLOWANCE

$10,000 Total per year

Housing Allowance

Effective March 13, 2026, Residents will receive a one-time payment of $2,775.
Residents were originally scheduled to receive a lump-sum housing allowance of $6,387.50 in the first pay period following January 1, 2026. Because SSRRH previously issued a $3,612.50 multipurpose stipend on January 16, 2026, SSRRH will remit the remaining balance of the $6,387.50 housing allowance in the amount of $2,775.

Effective July 1, 2026, all Residents within thirty days of employment will receive a housing allowance in the amount of $346.15 per pay period payable as gross wages in accordance

with the Housing Stipend policy.

ARTICLE 22 - SHIFT COVERAGE

Each time there is an unscheduled absence, the Scheduling Coordinator or the designated substitute will determine the appropriate method for covering the duties of the absent Resident.

Residents who provide shift coverage from the hours of 7:00am to 7:00pm on weekdays will not receive any additional compensation. However, residents who provide shift coverage shall be entitled to additional compensation at the rate of $540 pershift for all complete shifts (defined as six (6) hours or more worked on weekends, holidays, and after 7:00pm on weekdays.

Absences planned with prior approval and absences due to extended leave will not be subject to compensation as outlined above.

Residents assigned to provide backup shift coverage in the event of a sick call on a Holiday recognized in Article 17.1, who are not called in, will not be required to use PTO for that shift.

ARTICLE 23 - CONTINUITY IN PROGRAM AND VACANT POSITIONS

The Hospital agrees to maintain all first, second and third-year Residents for the term of this contract unless terminated for cause. If a position becomes vacant in the first, second or third- year class and the Hospital decides not to fill the vacated position, the Hospital agrees to notify CIR of the decision within ten (10) working days after the decision is made and to meet and confer on the impact of the decision.

23.1 Long Term Vacancy

In the event of a long term vacancy defined as a Resident absence of 60 calendar days or more, the Chief Resident and Program Director will meet to devise a plan to fulfill the obligations of the absent Resident.

ARTICLE 24 - PERSONNEL FILES

24.1 Inspection of Personnel Files

a. The Hospital and CIR agree that the official personnel records are not subject to public inspection, except in accordance with law. Except as restricted by law or provided below, employees shall have the right to inspect, copy, and review their official personnel record (relating to their performance as an employee) which is kept or maintained by the Hospital Human Resources Department. Information records and materials separately kept by the employee's supervisor are not part of the official personnel file and have no official standing by themselves in corrective actions. Supervisory notes and informal correspondence are not to be entered into the employee's official personnel file until they have been seen and signed by the

employee or witnessed that the employee has been given a copy for review.

b. The Hospital shall provide an opportunity for the employee to respond in writing to any information placed in their official personnel record about which the employee disagrees. An employee shall have thirty (30) calendar days, exclusive of previously scheduled leave, from the receipt of the notification (notification shall contain a copy of the documents to be entered), to submit a response. The response shall become a permanent part of the employee's official personnel records. The response shall fully describe the circumstances surrounding the issue(s) with which the employee disagrees and it shall include a statement of facts, supportive documentation and/or witnesses. The employee shall be responsible for providing the written response to be included as part of the employee's permanent personnel record.

c. The contents of employee personnel records shall be made available to the employee for inspection, copying, and review at reasonable intervals during the regular business hours of the Hospital Human Resources Department.

d. Residents may make a formal request to the Service Desk for a copy of their personnel file to be delivered via electronic mail.

24.2 Records That Cannot Be Reviewed

Notwithstanding any other provisions of this Article, the Hospital and CIR agree that an employee is not entitled to inspect, review or copy such documents as reference letters, background investigations, and records pertaining to investigation of a possible criminal offense.

24.3 Consent for CIR Representatives to Review Records

Should an employee wish to have a CIR representative review the employee's personnel records, the employee will provide the CIR representative with a signed letter indicating the employee's consent to have the employee's records reviewed The CIR representative shall present said consent letter to the employee's appointing authority, or designated representative, prior to reviewing the employee's records. Said requests can be fulfilled via electronic mail by the Service Desk.

24.4 Right to Review Adverse Comments

No employee shall have any comment adverse to the employee's interest entered in the employee's official personnel records file which may be used for corrective action without the employee having first read and signed, or initialed the document containing the adverse comments, except that such entry may be made if, after reading the document, the employee refuses to sign or initial it. Should an employee refuse to sign or initial the document, that fact shall be noted on the document and signed or initialed by the supervisor In the event an employee is not available due to resignation, termination, or leave of absence longer than 30 days, to read and sign or initial the document, a copy of the documents with a notation stating "cc: Personnel file" will be mailed to the employee's last known address. An employee’s response to an adverse comment must be filed within

30 days of receipt. For purposes of this section, "Adverse" shall refer to comments critical of any aspect of the employee's performance of job duties.

ARTICLE 25 - SAFETY

25.1 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.

25.2 Hazard Report Action Appeals Process

The Hospital agrees to continue to make available to employees in all work locations, a standard Hospital hazard report form which can be filed by an employee with the employee's supervisor. The employee should retain a copy.
The supervisor shall process the hazard report form as follows:

a. When corrective action is necessary, the supervisors shall state on the hazard report form the nature of the corrective action taken or to be taken.

b. No later than five (5) working days after receipt of the hazard report, the supervisor shall transmit copies of the hazard action form to the Hospital Safety Officer and the employee concerned.

c. If the employee concerned is not satisfied with the corrective action taken or to be taken, the matter may be appealed to the Hospital Safety Officer.

d. Within ten (10) working days of receipt of appeal, the Hospital Safety Officer shall further investigate and shall reassess and provide the employee concerned with a written statement of action taken or to be taken.

e. In the event that the employee concerned is not satisfied with the decision of the Hospital Safety Officer, the matter may be referred to the Hospital Safety Committee for discussion and action.

f. In the event that a hazardous condition presents a clear and immediate danger to the health or safety of employees, the above limits shall be reduced to immediate response action.

25.3 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.

25.4 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 provision of All health and safety equipment that is determined necessary by the Hospital for a particular job, personal protective equipment, protective lead, 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. Residents 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.

25.5 State of Emergency
In the event of a state of emergency declared by City, County, State or Federal authorities, the Hospital and the Union shall meet to discuss the impacts of such event, if a request to meet is made by either the Union or the Hospital. The parties shall meet within 3 days, if practical.

25.6 Retaliation
No Resident shall be retaliated against for identifying and/or expressing concern about any safety-related issue. Nothing in this Article is intended to eliminate the Hospital's general obligations for the safety and health of its Residents.

25.7 Non-Grievability
Article 25(Safety) is not grievable nor arbitrable.

25.8 Grievance Hearing Committee
A committee composed of five members shall consider and make final determination of the grievance. Committee members shall be designated as follows: (1) Chairperson: the Residency Program Director, or their designate, except where the grievance arises from a corrective action initiated by the Program Director, in which case the President of the Medical Staff shall appoint a disinterested physician member of the Active Staff; (2) a representative of Hospital Administration or the Manager of the Family Practice Center; (3)

a Chief Resident (in the case of an academic grievance) or CIR representative (in the case of an employment grievance);(4) a practicing Sonoma County physician who has graduated from Santa Rosa Family Medicine Residency Program within the last 3 years; and (5) a Senior Resident (second or third year). The fourth and fifth members of the Committee shall be chosen by consensus of the other members listed above. An impartial arbitrator may be brought in at the Committee's discretion, to be selected by the representatives of both the aggrieved resident and the administration.

25.9 Discrimination

No employee shall be subjected to discrimination, coercion, restraint, or reprisals by reason of good faith utilization of this grievance procedure.

25.10 Formal Grievance Procedure

A Resident whose grievance is not satisfactorily resolved through informal discussions with the parties involved may institute a formal grievance as follows: The grievance shall be detailed specifically in writing describing the grievance, giving the date(s) of the incident(s), stating the provision of this Agreement that has been violated and indicating the requested solution. The written grievance statement shall be filed with the Program Director, who shall acknowledge receipt of the grievance. The Grievance Hearing Committee shall schedule a hearing on the matter no later than twenty (20) working days after the filing of the formal grievance. All parties shall be notified of the time and place of the hearing. Within ten working days following the conclusion of the hearing the committee shall make its decision in writing. The decision shall be final and binding.

25.11 Confidentiality

All meetings and hearings under this procedure shall be conducted in confidential and private sessions in order to protect the confidentiality of matters under review.

ARTICLE 26 - MILEAGE REIMBURSEMENT

Residents will be reimbursed at the current IRS rate for mileage, and all related tolls from the Hospital 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 27 - PARKING CONGESTION

To reduce parking congestion at the main Hospital Complex, the Hospital will pay the full cost of normal transit fares for employees using Sonoma County Transit, Santa Rosa Transit or Golden Gate Transit for such commuting to and from the employee's residence to the Hospital. The Hospital, through mutual agreement, may extend this benefit to other

areas and work locations.

ARTICLE 28 - EMPLOYEE ASSISTANCE PROGRAM

The Hospital and CIR agree that employees may participate in the Sutter Employee Assistance Program to assist employees who are experiencing unusual stress which may be affecting their job performance.

ARTICLE 29 - HOSPITAL/CIR MEETINGS

29.1 Hospital/CIR Meetings

The Hospital and CIR shall meet whenever the CIR representatives and the Hospital Chief Administrative Officer, or their designee, agree to meet to discuss matters of mutual interest. Agenda items will be agreed to as well as the date and time of such meeting.

29.2 Resident/Administration Meetings

Representatives of Hospital Administration and Residency Administration will meet regularly with up to two representatives of the Resident Physicians to discuss issues of mutual interest and concern. This meeting will take place at least once per month.

29.3 New Hire Orientation

Upon reasonable advance request to Residency Program Leadership, 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.

ARTICLE 30 - INTEREST-BASED BARGAINING

30.1 Release For Training

If the CIR-SEIU Local 1957-sponsored Interest-Based Bargaining Training is available, the Hospital shall provide release time for up to three CIR representatives for such training.

30.2 Use in Negotiations

It is the intent of the parties to incorporate interest-based bargaining concepts into future labor/management negotiations.

30.3 Non-Grievability

Article 30(interest-based bargaining) is not grievable nor arbitrable under this contract grievance procedure.

ARTICLE 31 - RESIDENCY LABOR/MANAGEMENT COMMITTEE

31.1 Composition

The committee shall be made up of no more than three (3) Resident Physicians and no more than two (2) representatives from Sutter Santa Rosa Regional Hospital management and the Program Director or their designee. A member of the staff of the Human Resources Department trained in facilitation or group problem solving may serve as a facilitator. The parties may also utilize the service of an outside facilitator with the Hospital and CIR sharing the outside facilitator's fee.

31.2 Meetings and Compensation

Labor/Management Committee meetings shall be deemed Hospital business for compensation purposes. No additional pay is provided for a Resident who covers the assigned duties of the designated Resident Physicians attending this meeting. The meeting will be scheduled for a time that is mutually agreeable to all parties.

31.3 Committee Recommendations

The committee may review, discuss and make recommendations on a variety of issues of mutual concern. The committee is encouraged to brainstorm possible issues and problems, prioritize the possible issues in general order of importance, and select high priority issues of mutual interest to review. In reviewing the issues, the committee is encouraged to define the issue carefully, study and evaluate the most promising solutions, and make a recommendation with supporting documentation to the Sutter Santa Rosa Regional Hospital CAO with a copy to the Human Resources Director and the Regional Director of the Committee of Interns and Residents/SEIU Local 1957. The Hospital CAO shall evaluate proposed solution(s), make a decision on the committee's recommendation and report back their decisions. The committee may make an oral presentation as well as their written report and recommendation to the Hospital CAO.

31.4 Funding and Publicizing Recommendations

The Hospital must fund any recommended changes through the existing budget process or through cooperative efforts of the Residency Labor/Management Committee in seeking and locating funding for changes through other sources. The Residency Labor/Management Committee shall publicize the positive results of the committee's recommendations.

31.5 Limits of Authority

The Residency Labor/Management Committee is not authorized to bargain, modify or add to existing provisions of the existing agreement. However, the Residency Labor/Management Committee may review and discuss a matter within the scope of

bargaining such as premiums, fringe benefits, caseload and working hours.

31.6 Non-Grievability

This article is not grievable nor can it be arbitrated under the contract grievance procedure, except that the Hospital's refusal to establish in good faith this committee is a contract grievance matter.

ARTICLE 32 - NON-DISCRIMINATION

32.1 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 i n 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, but may not use the Grievance Procedure of this Agreement.

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

32.2 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.

32.3 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 33 - EMPLOYMENT STATUS

In performance of this Agreement, all payments and compensations to be received by employees hereunder will be subject to usual deductions and withholdings for

income tax and like purposes required by law; employees will be provided

ARTICLE 34 - GRIEVANCE PROCEDURE

34.1 Definitions

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, or any term or condition of employment which the appointing authority has complete or partial authority and power to change, or which the appointing authority may seek to resolve through action by the Hospital CAO. Specifically excluded from the definition of GRIEVANCE and from the GRIEVANCE PROCEDURE (see below) are complaints concerning matters which the appointing authority has no power or authority to change and discrimination complaints, which shall be filed through the Hospital's Equal Opportunity Discrimination Complaint Procedure.

An ACADEMIC GRIEVANCE is a GRIEVANCE pertaining to the establishment and fulfillment of the educational criteria of the Family Practice Residency Program.

An EMPLOYMENT GRIEVANCE is a GRIEVANCE pertaining to administrative or employment matters.

GRIEVANCE PROCEDURE is the method by which an aggrieved Resident may seek management action to relieve or eliminate their complaint.

34.2 Grievance Procedures

a. An informal resolution of the grievance can occur at any time.

b. A Resident whose grievance is not satisfactorily resolved through informal discussions with the parties involved may institute a formal grievance as follows

c. The grievance shall be detailed specifically 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 grievance statement shall be filed with the Hospital CAO (in the case of employment grievances), or the Residency Program Director (in the case of an academic grievance) who shall acknowledge receipt of the written grievance statement and meet with the Resident and/or other employee involved within 14 calendar days after receipt of written grievance statement to attempt to resolve the alleged grievance.

d. In the event that the grievance is still unsuccessfully resolved after step 35.2.b, the Resident may request that the Hospital CAO (in the case of employment grievances) or the Residency Program Director (in the case of academic grievances) convene a Grievance Hearing Committee (see below). The Grievance Hearing Committee shall schedule a hearing to be held on the matter no later than 20 calendar days after the initial filing of the formal grievance. All parties shall be

notified of the time and place of the hearing. All parties have the right to be present throughout the hearing, and shall have the option to be assisted during the formal proceedings by a representative at the party's own expense. The Committee, the Resident, or any involved employee(s) may request additional relevant information, either in writing or in person at a hearing. Within 12 calendar days following the conclusion of the hearing, the committee shall make its decision in writing. All meetings and hearings conducted under this procedure shall be conducted in confidential and private sessions in order to protect the confidentiality of matters under review.

e. In the case of an alleged contract violation which does not involve potential termination of employment of the aggrieved resident, the grievance should go immediately to impartial arbitration.

34.3 Arbitration Procedure

Arbitration Procedure

a. Referral to Arbitration
If the grievance remains unresolved after the conclusion of mediation the grievance hearings, it may be referred to arbitration. A referral to arbitration must be made in writing and must be made within ten (10) days of the conclusion of the mediation joint hearing.

b. Selection of an Arbitrator
The Arbitrator will be selected by the Union and the Employer. If the Union and the Employer 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
Arbitration will begin as soon as possible, considering schedules of the representatives of the Employer and the Union. The hearing will be closed unless the arbitrator rules otherwise. Prior to the hearing the Union and the Employer 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

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

e. Expenses

The expenses of arbitration will be divided equally between the Employer and the Union. The expenses will include transcription costs and payment to the arbitrator. Transcription may be waived by mutual agreement of the Employer and the Union.

The Employer and the Union will bear its own expenses of representatives and witnesses.

ARTICLE 35 - NO STRIKE

A material inducement to the Hospital's execution of this Agreement is CIR's representation that the employees it represents will loyally and fully perform their respective duties in an efficient manner so as to provide the maximum service to the public. Accordingly, CIR and the employees it represents, agree not to engage in any and all forms of work stoppage, or unlawful activities during the term of this Agreement, including, but not limited to, strikes, (including sympathy strikes), "slow-downs," "sick-ins," or similar concerted activity against the Hospital. This promise by CIR is both covenant and a condition precedent to the continuing performance by the Hospital of any obligation owed by the Hospital to CIR or the employees it represents during the term of this Agreement. If the Hospital is at any time uncertain of CIR's continued performance, it may demand, and CIR will provide, written assurance of its continued good faith performance of this Agreement. Any employee engaging in activity prohibited by this Article 35 may be subject to corrective action, including discharge.

ARTICLE 36 - FULL UNDERSTANDING MODIFICATION AND WAIVER

36.1 Full Understanding

This Agreement sets forth the full and entire understanding of the parties regarding the matters set forth herein. Any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

36.2 Waiver

Except as specifically provided herein, it is agreed and understood that CIR voluntarily and unqualifiedly waives its right to, and releases the Hospital from, any obligation to

meet and confer on any subject or matter contained herein.

36.3 Written Modification Required

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall, in any manner, be binding upon the parties hereto unless made and executed in writing by the parties hereto, and if required, approved and implemented by Hospital's Board of Trustees.

36.4 Non-Precedence

The waiver of any breach, term, or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 37 - SEPARABILITY

If during the term of this Agreement, any item or portion thereof of this Agreement is held to be invalid by operation of any applicable law, rule, regulation, or order issued by governmental authority or tribunal of competent jurisdiction, or if compliance with or enforcement of the item or portion thereof shall be restrained by any tribunal, such provision of this Agreement shall be immediately suspended and be of no effect hereunder so long as such law, rule, regulation, or order shall remain in effect.
Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portion which shall continue in full force and effect.

ARTICLE 38- DISTRIBUTION OF AGREEMENT AND ENACTMENT

The parties agree that the Hospital shall have this Agreement printed in sufficient copies for distribution to all current and future employees covered by it and for other Hospital employees affected by it, and that the style, size and format of the printed version shall be mutually agreed upon in advance between the Hospital and CIR. Subject to the foregoing, the Hospital and CIR shall share equally in the costs of printing.

The Hospital will provide a copy of this Agreement to all employees covered by it.

The Hospital and CIR agree that any policy, procedure, rule, regulation, benefit, premium pay or other form of compensation including salary that is changed or modified by the terms and conditions of this Agreement is hereby repealed in its entirety, and that this Agreement is in full force and effect upon the ratification by the Hospital Board of Trustees. The below representatives recommend that the Hospital Board of Trustees approve this Agreement:

ARTICLE 39 – DIVERSITY 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.

The Union may designate one Resident to the Inclusion Council, whose members include employees and management, and 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.

ARTICLE 40 – Harmonious Labor-Management Relations

SSRRH and the Union recognize their obligations to treat employees in a fair and equitable manner. SSRRH and the Union affirm the principle that harmonious labor-management relations are to be promoted and furthered. The Union recognizes its obligation to cooperate with SSRRH to help ensure maximum service of the highest quality and efficiency as professionals.

ARTICLE 41 – FATIGUE MITIGATION

Effective the beginning of the 2026/2027 Academic Year

In the event that a Resident feels they are unable to perform their patient care duties due to fatigue, the Resident is encouraged to communicate this to senior Residents and supervising faculty, who will intercede. If a Resident is too fatigued to safely drive home, the Hospital will provide reimbursement or voucher for safe transportation options. This reimbursement will pay for transportation to the Resident's primary (Workday) address and return to the hospital the following morning to those Residents who left their car overnight at the hospital parking. Rides will be subject to federal/state taxation as required by state and federal law.

ARTICLE 42 –LOUNGES AND CALL ROOMS

Residents are allowed to utilize the Physician's Lounge and its included amenities. Residents are allowed to utilize the Surgical Lounge and its included amenities while on Surgical rotation in the hospital.

Residents shall have access to at least 3 call rooms equipped with the following minimum standard:

The Hospital will maintain at least one (1) House Staff lounge for the exclusive use of House Staff Officers in an appropriate location at all times equipped with the following minimum standard: eight (8) computer workstations with internet access, one (1) printer, one (1) refrigerator, one (1) microwave, and one (1) couch.

All call rooms and lounges shall be cleaned, and all computers and furnishings shall be in working order. If something is not in working order, it will be a priority of the hospital to fix these things. The Hospital shall provide and post phone numbers for the appropriate person

to contact in order to fix such problems.

ARTICLE 43 - RESIDENT PARTICIPATION IN FACULTY RECRUITMENT

Consistent with current practice, the Hospital shall continue to have at least one resident, as scheduling permits, on the hiring panel for all new faculty members. Additionally, Resident feedback of faculty shall be solicited and included in the evaluation of teaching faculty. New OBGYNs shall be advised that they are to supervise students.

ARTICLE 44 – UNIFORMS

The Hospital will provide at no cost to the Resident the following:

1. WHITE COATS
    a. One (1) 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 through no fault of the Resident.
2. SCRUBS
    a. The Hospital shall ensure that hospital scrubs are readily available, and clean to be worn by the Resident as needed.

ARTICLE 45 – 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 Hospital 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 Hospital'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 Hospital will comply with the ACGME requirements regarding moonlighting.

ARTICLE 46 – LACTATION AND PREGNANCY ACCOMODATION

Lactating employees have the right to request lactation accommodation and must notify their

immediate supervisor of the need as soon as practicable. The Hospital will adhere to the procedures outlined on its policy.

ARTICLE 47 – SCHOLARLY PURSUIT

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 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.

ARTICLE 48 – MEAL ALLOWANCE

If a resident is on work shift at the hospital or clinic where no on-site food access is available at that time (e.g., cafeteria closed and no vending/retail access in the facility), the resident may be reimbursed up to a maximum of $35 per day with an itemized receipt. If an away site cannot provide access to cafeteria or food options while on duty, the reimbursement provision applies.

Sutter Santa Rosa Regional Hospital

Michelle Oxford
Executive Director

Melissa Tamagno
HR Manager

Committee of Interns and Residents (CIR) - SEIU Local 1957

Susan Naranjo
Chief Executive Officer

Committee of Interns & Residents/SEIU National Office

520 Eighth Avenue, Suite 1200
New York, New York 10018
ph: (212) 356-8100 fx: (212) 356-8111
info@cirseiu.org www.cirseiu.org

Oakland Office

1300 Clay Street, Suite 600, Room 21
Oakland, CA 94612
ph (510) 464-8011
fax (510) 464-8001