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Collective Bargaining Agreement

Between

Valley Consortium for Medical Education

and the

Committee of Interns and Residents/SEIU

July 1st, 2025 – June 30th, 2028

Committee of Interns and Residents (CIR)

National Affiliate of Service Employees International Union (SEIU)

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1. TERM OF THE AGREEMENT

The Agreement shall remain in full force and effect for the period commencing July 1, 2025, and ending June 30, 2028. The parties agree to extend the term of this agreement on a meeting-to-meeting basis while meeting and conferring is in progress over renewal of the Agreement.

2. SCOPE OF THE BARGAINING UNIT

The parties agree that the Committee of Interns and Residents, SEIU hereinafter the "Union" is recognized as the sole and exclusive collective bargaining representative of the employees in the Resident Physicians' Bargaining Unit pursuant to the California State Law. The bargaining unit consists of all unclassified employees in the classifications of:

Resident Physician I

Resident Physician II

Resident Physician III

Resident Physician IV

Resident Physician V

Individual Resident Physicians shall be referred to as "Resident" and Valley Consortium for Medical Education, hereinafter shall be referred to as "VCME".

In the event VCME expands the number of resident physicians under the VCME consortium, Resident shall be included in the bargaining unit and covered by this collective bargaining agreement.

In the event VCME adds additional residency programs, the parties agree to meet and confer regarding inclusion of future residents in the additional program(s) in the bargaining unit.

3. NEGOTIATIONS

The VCME shall agree to allow three designated negotiators reasonable time off, with prior approval, during meeting and conferring sessions with the VCME. The Union shall agree to provide the VCME with a list of negotiators in advance of the initial bargaining session. The list of resident negotiators shall include the names of three primary negotiators as well as three alternates. It is agreed that due to some unusual circumstance the residents may need to modify the list of negotiators and will do so with prior notice to the VCME of such a change.

4. NON-DISCRIMINATION/FAIR REPRESENTATION

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The parties agree that the provisions of this agreement shall be applied without favor or discrimination based upon race, ancestry, religion, color, age, national origin, political affiliation or belief, disability (includes medical condition), pregnancy related condition, sex, marital status, gender identification, or sexual orientation. The Union agrees to encourage its members to assist in the implementation of that program.

The Union agrees to and acknowledges its responsibility to fairly represent all employees in the bargaining unit without regard to race, ancestry, religion, color, age, national origin, political affiliation or belief, disability (includes persons with AIDS or those with a record of or regarded as having a substantially limiting impairment), medical condition (cancer related), pregnancy related condition, sex, marital status or sexual orientation, job classification, or employment status, and in compliance with State laws. The VCME acknowledges and agrees that it shall not discriminate or take adverse action against employees because they are a member of the Union, participate in lawful Union activity or exercise their right to Union representation.

5. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA)

The VCME and the Union acknowledge and agree that the ADA may require modification of VCME policy or MOU provision in order to provide reasonable accommodation to individuals protected under the Act on a case by case basis. The VCME and the Union agree to meet and confer if the accommodation will require some modification of the MOU or VCME policy which affects any term or condition of employment or is otherwise a mandatory subject of bargaining. Said meet and confer will be on a case by case basis and no single accommodation shall establish a past practice.

6. DUES AND PAC DEDUCTIONS/FAIR SHARE FEE PAYMENTS

1. The VCME shall deduct Union dues and other authorized deductions (including Political Action Committee [PAC] deductions) from members' paychecks using an appropriate authorization form supplied by Union to each Resident and completed and signed by each resident. The form must include the amount of dues to be deducted from Resident pay. The PAC deduction shall be voluntary and the specific amount as authorized by each Resident shall be clearly delineated on the deduction form. The VCME will forward said deductions to the Union at the most recent address on file as provided the VCME by the union, within 10 days as practical, following each payday. The Union shall also receive a report showing dues paying members listed alphabetically. Members may withdraw from the Union at any time with written notice to the Union and a copy to the Residency Program Office.

2. The Union agrees to defend, indemnify and hold harmless the VCME and its employees or agents, other than in cases of VCME negligence or misconduct, against claims of whatever nature arising out of said deductions or use of the deduction report, except that VCME shall pay out of its own funds any dues that are not properly withheld and remitted to

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CIR, rather than withholding extra funds from CIR members to make up the difference.

3. VCME will provide a payroll deduction for Committee of Interns and Residents pursuant to the following:

   a. All regular full time, Residents shall as a condition of employment, pay a representation service fee which is the employee's proportionate share of the Committee of Interns and Residents and their designated representatives cost of negotiations, meeting and conferring, administering the MOU, and disciplinary representation beginning ninety days after the MOU is ratified and adopted by the Union and the VCME, or after an employee attains such status, or after the Union has provided the employee(s) and the VCME with the legally required expenditure information as outlined in the Hudson act whichever is latest. Such representation service fee shall in no event exceed the total, regular, periodic membership dues paid by unit employees.

   b. This representative service fee arrangement provided by this section may be rescinded by majority vote of all Residents voting determined in a secret ballot election in which all regular bargaining unit employees are eligible to vote.

   c. Employees opposed to having a portion of their fees being spent on activities or cause of a partisan or ideological nature, may exercise relief under the Beck decision.

4. Any employee who objects to joining or financially supporting employee organizations shall not be required to financially support the Union. Such employee, in lieu of a representation service fee, shall instruct the VCME in writing, which shall be copied to the Union, to deduct and pay a sum equal to the representation service fee to United Way of Stanislaus County.

5. When an authorized agent of the VCME is served with written notice by a concerned unit employee or employees, or by the Union that a dispute exists between such unit employee or employees and the Union involving claimed violation of employee rights and respect to (1) representation service fee expenditures or obligations by the Union, or (2) employee exemption pursuant to paragraph 4, the VCME shall thereafter deposit such disputed dues or fees in an account pending final resolution of the dispute, and shall so advise in writing the employee or employees and the Union. The VCME shall not be obligated to take any other or further action pending final resolution of the dispute. Final resolution as used in this subdivision shall mean resolution of the dispute by way of legally binding

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arbitration between the employees(s) and the Union. The sole obligation of the VCME with respect to such disputes is as set forth in this paragraph. The VCME shall not be made a party to the arbitration.

6. The Union agrees to indemnify and defend the VCME and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the VCME under this section.

7. UNION ACTIVITIES

The Union, shall be allowed to make a presentation to new residents at a mutually agreed upon time and at a place determined by VCME during the new Resident orientation. In addition, the Union will be supplied with a bargaining unit list including the names, home address, email address, phone number and Resident Physician level of all residents in the program twice a year, on or close to July 1st and on January 1st. VCME will supply the names, phone number, and email address of all incoming Residents by April 15th of each year, and of all graduating residents by June 15th of each year.

Authorized Union representatives will be given access to work locations during working hours for the purpose of observing working conditions, investigating and processing grievances, and posting materials on authorized bulletin boards. The Union agrees that such access will not cause undue interference of operations or a HIPAA violation in any of the locations, facilities, or activities of affiliates. The Union representatives shall provide the Program Coordinators with reasonable notice except in cases of an emergency prior to access of sites where members are working.

8. NO STRIKE

The parties agree that during the life of this agreement there shall be no strikes, lockouts, slowdowns, sick-ins or work stoppages of any kind for any reason.

9. VCME RIGHTS

VCME retains the exclusive right, except as expressly stated herein, and consistent with provisions of VCME Resolutions, Memoranda of Understanding and other written policies, to operate and direct the affairs of the VCME in all of the various aspects, including, but not limited to, the right to direct the workforce; to plan, direct and control all of the operations and services of the VCME; to determine the methods, means, organization and schedule by which such operations and services are to be conducted; to assign and transfer employees; to hire; promote, suspend, demote, discharge, reprimand and evaluate employees; to relieve employees of duty due to lack of work or other legitimate reasons as determined by VCME; to change or eliminate existing methods, equipment or facilities in order to maintain or increase the efficiency of operations; and to exercise complete control and discretion over its organization and the technology of performing its work. Nothing contained in this provision shall be construed to preclude consultation, or the requirement to meet and confer when appropriate, between employer and employee concerning the

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practical consequences that decisions on these matters may have on wages, hours and terms and conditions of employment.

10. GENERAL PROVISIONS

Resident agrees to perform satisfactorily and to the best of their ability; to abide by the bylaws and regulations of the organized medical staff; and to conform to policies, procedures and regulations not inconsistent with this agreement. Resident who is duly qualified shall obtain and maintain a state license to practice medicine and a certificate of registration.

The VCME will provide a suitable environment to advance Resident education in the area of Family Practice Residency and Orthopedic Surgery Residency as approved by the Accreditation Council for Graduate Medical Education (ACGME).

11. COMPENSATION

RESIDENT BASE SALARY

1. Base salary is the regular compensation paid to Residents who work or are to be paid for the entire two week pay period and includes On-Call Pay and Emergency Duty compensation as defined below.

2. If at any point an increase in California's minimum overtime-exempt salary is scheduled that would lead to any PGY classification falling beneath said minimum threshold, salaries for that PGY classification will be increased to the new minimum overtime-exempt salary at least ONE (1) full pay period in advance of the increase, and PGY classifications 2 through 5 will receive an additional $1,000 increase to their annual salaries to maintain salary differentials as described in Article 11.A.3.

3. For employees in this unit in the classifications of PGY 1, 2, 3, 4, 5:

    a. Effective the pay period beginning July 1, 2025, a 3.75% increase to the salary range for all classifications in this bargaining unit.

    b. July 2026: Effective the first full pay period in July 2026 a 3.75% increase to the salary range for all classifications in this bargaining unit.

    c. July 2027: Effective the first full pay period in July 2027 a 3.75% increase to the salary range for all classifications in this bargaining unit.

Effective Pay Period starting July 1, 2025 - (3.75% Increase for all PGY classifications)

	Biweekly	Annual	Biweekly w/ Auto	Annual w/ Auto

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PGY 1	$2,780.76	$72,299.79	$2,810.76	$73,079.79
PGY 2	$2,919.80	$75,914.78	$2,949.80	$76,694.78
PGY 3	$3,065.79	$79,710.51	$3,095.79	$80,490.51
PGY 4	$3,219.08	$83,696.04	$3,249.08	$84,476.04
PGY 5	$3,380.03	$87,880.85	$3,410.03	$88,660.85

Effective July 1, 2026 - (3.75% increase for all PGY classifications)

	Biweekly	Annual	Biweekly w/ Auto	Annual w/ Auto
PGY 1	$2,885.04	$75,011.03	$2,915.04	$75,791.03
PGY 2	$3,029.29	$78,761.58	$3,059.29	$79,541.58
PGY 3	$3,180.76	$82,699.66	$3,210.76	$83,479.66
PGY 4	$3,339.79	$86,834.64	$3,369.79	$87,614.64
PGY 5	$3,506.78	$91,176.38	$3,536.78	$91,956.38

Effective July 1, 2027 - (3.75% Increase for all PGY classifications)

	Biweekly	Annual	Biweekly w/ Auto	Annual w/ Auto
PGY 1	$2,993.23	$77,823.94	$3,023.23	$78,603.94
PGY 2	$3,142.89	$81,715.14	$3,172.89	$82,495.14
PGY 3	$3,300.03	$85,800.89	$3,330.03	$86,580.89
PGY 4	$3,465.04	$90,090.94	$3,495.04	$90,870.94
PGY 5	$3,638.29	$94,595.49	$3,668.29	$95,375.49

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PGY	2024-25	2025-26	26-27	27-28
1	$70,466.54	$72,299.79	$75,011.03	$77,823.94
2	$73,950.87	$75,914.78	$78,761.58	$81,715.14
3	$77,609.41	$79,710.51	$82,699.66	$85,800.89
4	$81,450.88	$83,696.04	$86,834.64	$90,090.94
5	$85,484.43	$87,880.85	$91,176.38	$94,595.49

A. AUTO ALLOWANCE, MILEAGE REIMBURSEMENT AND REQUIRED TRAVEL

It is recognized that Residents shall be required to travel to/from the Golden Valley Health Center clinics, and Doctors Medical Center during their employment period. Additional compensation of $30 per pay period is included in the resident's base pay. This additional compensation is in lieu of a claim for mileage compensation within the local service area.

In the event a Resident is required to use their own personal vehicle to travel 50 miles or more, the Resident shall be compensated mileage reimbursement consistent with VCME policy. For required conferences, trainings, exams and/or VCME official business, VCME will cover the cost according to the VCME Business Travel Policy.

B. CHIEF RESIDENT SALARY

As compensation for the Chief Resident duties, as outlined in the job description (Outlined in Exhibit A), each of the Family Medicine two (2) Co- Chief Residents and three (3) Co-Chief Orthopedic Residents shall be compensated an additional $150.00 per pay period for the entire year period of their tenure, which shall be from July1st through June 30th of the following year.

C. POST GRADUATE YEAR DETERMINATION AND ADVANCEMENT

The salary of a Resident is based on their Post Graduate Year ("PGY"). PGY is determined by the amount of training Resident has completed, as outlined below.

1. A Resident who has not completed at least one year of service in an ACGME accredited training program shall be placed at the PGY I level.

2. Upon recommendation of the Program Director, a Resident who successfully completes one or more years of service in an ACGME accredited training program shall be paid at that PGY level which equals the number of such years of service, to a maximum base salary equal to the

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PGY 5 level (e.g., a Resident who has completed one year of service in such training program shall be paid at the base pay established for Resident 2.

3. Appointments for other specialty areas, if added, will be based on the requirements for that specialty.

4. A Resident who, during the term of this agreement, successfully completes their service for a year and is reappointed to serve an additional year shall be advanced to the next higher PGY level. Reappointment for additional training years will be based on completion of all duties assigned to a specific PGY level, satisfactory review of the CCC Committee and the recommendation of the Program Director.

D. BILINGUAL PAY PROGRAM

Bilingual staff are often called upon to translate on top of their regular duties, and shall be compensated.

1. Application Process:

In accordance with Qualified Bilingual Staff (QBS) program rules and guidelines, a Resident seeking QBS certification shall request approval from the Program Director to take the QBS proficiency exam, such as the tool developed by Kaiser Permanente and administered by ALTA in an available language. The Program Director shall approve the application if:

(a) The employee has not taken the exam more than once in the 12 (twelve) months preceding the request; and

(b) The language that the Resident is seeking certification in is one that is used in the hospital(s) and clinics.

2. Compensation:

A Resident who passes the QBS language proficiency assessment will be certified and receive $50 per pay period, effective the first pay period following VCME's determination that the Resident passed the assessment.

12. PROGRAM BENEFITS

A. MEALS

1. The VCME shall provide meals without cost to the Resident when Resident is on duty at Doctor's Medical Center (DMC) or otherwise required to be at DMC. Residents shall be given a meal card to use at the DMC cafeteria with $400 pre-allocated per month.

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2. If meals are not provided at another hospital or facility during an away rotation at said facility, then $400 will be provided per month in the form of a meal card to the resident on the away rotation for purchase of food (VCME will provide the difference between any money the non-DMC rotation site provides and $400).

B. UNIFORMS

1. The VCME shall furnish any uniform at Resident request, which it requires the Resident to wear during work, including white jackets, surgical, obstetrics and special service uniforms. Regular uniform laundry shall be furnished at no cost to Resident. Each Resident shall be provided two (2) high quality (as determined by residents) new white coats within the first 2 weeks of employment .

2. Residents utilizing the DMC laundry service are responsible for placing lab coats to be laundered in the designated bin and logging lab coats in and out. In the event the DMC laundry service loses or damages a resident's lab coat, VCME shall replace up to one lab coat during the Resident residency.

C. PPD'S AND VACCINES

1. The VCME shall provide free of charge immunizations and/or tests required by VCME as listed below plus an HIV anti-body for Residents requesting these services and upon approval of the Resident's physician

(a) A two-stage PPD or a negative CXR every year if Resident has a history of positive PPD Rubella Titer or evidence of immunization by signed record

(b) Positive Rubeola Titer or evidence of immunization by signed record

(c) Positive Varicella Titer or evidence of immunization by signed record

(d) Positive Mumps Titer or evidence of immunization by signed record

(e) Hepatitis B Surface Ab Titer or evidence of immunization by signed record

(f) Annual influenza vaccine TDAP.

D. LICENSURE, TRAINING COURSES, EXAMS, AND FEES

1. VCME shall pay the full cost of any course or certification required for employment or California licensure. This includes all required BCLS, ACLS, ATLS and PALS courses for full certification and subsequent re-certification, including time off for the length of such courses.

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2. VCME will pay for the resident licensure and exam fees due to relevant state licensing boards, and expenses related to resident licensure, not to be drawn from their education fund (see section 12.E).

3. VCME will pay once for DEA licensure for Family Medicine Residents, and twice for Orthopedic Surgery residents (in their PGY1 and PGY4 years), not to be drawn from their education fund.

4. VCME will pay for access to a USMLE STEP 3 or COMLEX Level 3 question bank (such as Uworld or COMQUEST) during Orthopedic Surgery Residents' PGY1 year and for Family Medicine Residents' PGY1 year.

5. PGY1 Residents must pass their USMLE STEP 3 or COMLEX Level 3 no later than June 30th of their first year in residency. PGY1 Residents who do not pass by the end of their first year, may not have their Residency Agreement renewed. Residents who successfully pass the USMLE Step 3 or COMLEX Level 3 within the time limits expressed will be reimbursed for the exam No Resident shall be reimbursed for this fee more than one time, and unsuccessful attempts shall not be reimbursed.

6. Board Exams

   (a) VCME requires all Third Year Family Medicine Residents to complete the ABFM (American Board of Family Medicine) Board Exam in April of the graduating year. Residents extending their Third Year and graduating after October 31st will be required to take the Board Exam in November prior to graduation.

   (b) VCME will give residents the option of providing advance reimbursement for exam fees (exclusive of late fees) with authorization to deduct fees $100 per pay period until pass results are received. Upon receipt of pass results, Resident will be reimbursed for any deductions applied.

   (c) VCME may provide a $700 supplemental stipend for a board review program approved by the Family Practice Residency Program Director. Unless otherwise approved, this will be for a Board Review Course approved by the Program Director and cost of travel, meals, and lodging not to exceed $700. Residents approved will be allowed reasonable paid release time to attend the in-person review course.

   (d) VCME will provide weekly board review sessions from January – April.

   (e) Subject to Program Director approval, VCME will authorize up to two consecutive days of time to sit for the exam. This time will not be counted as time away from the program.. The program will

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notify the resident of their eligibility to sit the April ABFM exam in time for them to apply to the ABFM exam in January. The program will reimburse the resident for the exam fee (the base fee, not any penalty for applying later than the earliest permissible time) if the resident successfully passes the ABFM exam within their graduation year (either April or November) if not reimbursed by another source.

(f) VCME shall provide Orthopedic Residents a one-time reimbursement for the American Board of Orthopedic Surgery exam fees. This shall be a one-time reimbursement over the course of the residency program for each orthopedic resident. VCME shall maintain the guidelines and process for submission and approval for reimbursement.

7. Should VCME require additional certifications or licenses during the term of this MOU, it shall provide those certifications at no cost to the Resident. Residents may use education fund monies to pay for additional non-required certifications.

E. EDUCATION FUND / CONFERENCES

1. The Education Fund will be $1,700 per resident per academic year for all PGY levels. Education Fund may be used for the purchase of texts, payment for medical license exams (including USMLE/COMLEX), subscriptions to medical journals, software or other education material, attendance at conferences or attendance at continuing medical education courses. The funds may also be used to purchase other technical devices such as laptops, PDAs (Personal Digital Assistants) tablets or other similar devices used to promote Resident education.

2. Any funds not utilized in an academic year shall roll over and be added to and used by the Resident the next academic year. These funds are not subject to cash out.

3. Fluoro License: VCME shall provide Orthopedic Residents a one-time reimbursement upon proof of payment for the Fluoro License application and exam fee. This shall be a one-time reimbursement over the course of the residency program for each Orthopedic resident. VCME shall maintain the guidelines and process for submission and approval for reimbursement.

F. SURGICAL SUPPLIES

VCME shall provide Orthopedic resident physicians with surgical loupes. The program will reimburse Orthopedic residents up to $1200 for radiation protection attire including thyroid shields, lead aprons, and leaded eyewear. Such supplies rendered unusable through normal wear and tear, may be replaced at the discretion of VCME.

G. PROFESSIONAL MEDICAL SUBSCRIPTION SERVICES

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VCME is responsible for maintaining residents' access to professional medical subscription services, including Up To Date (access may be provided through an affiliate or UC Davis), Orthobullets, Visual Dx, and a professional journal access (historically via UC Davis) at no cost to the Resident.

H. REQUIRED ROTATIONS AWAY:

VCME will arrange for and pay rent and utilities for resident physician housing during their required away rotations, such as the Orthopedic Surgery required rotation at Valley Children's Hospital.

13. TIME OFF BENEFITS

A. LEAVE OF ABSENCE

Resident shall be eligible for a leave of absence, including all VCME paid leave time up to six months upon written request of the Resident. All leave of absence requests must be approved by the Program Director with any leave of absences greater than 30 calendar days also approved by the Chief Executive Officer. Residency Review Committee (RRC) regulations stipulate that residents can only take 30 working days away from the program including vacation/conference time, without program extension. A leave of absence may be granted for illness, disability, maternity, paternity or other personal reasons acceptable to the Program Director and Chief Executive Officer. Such leave shall not be unreasonably withheld. If the approval process for leave of absence requests changes during the term of the agreement, for the majority of other VCME employees, that change shall also apply to the Residents.

Time taken by Resident as a leave of absence will result in the extension of Resident's contract to accommodate the time requirements of the Resident's specialty boards.
Residents shall be allowed to return to their positions without loss of earned credit for full or partial years of service providing that such accreditation allowances shall be made within the rules or guidelines of the Resident specialty board.

The VCME recognizes that the Residents' work schedule includes a rigorous on call schedule and that in addition to this schedule individual Residents do emergency duty to cover another Resident's absence due to sick leave, leave of absence or other leave. The Residents recognize the VCME's right to make economic decisions regarding hiring and providing staff for services. In the interest of minimizing additional call as practical and maintaining quality hospital professional services, the VCME and CIR/SEIU agree that in the event an Resident is absent or plans to be absent from their scheduled on call duty (refer to work schedule), due to previously unanticipated leave, for two months or more, the Residents or their designated representatives may elect to meet with the VCME Chief Executive Officer, Program Director and Chief Financial Officer to determine the needs and means if practical of finding a replacement physician.

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B. BEREAVEMENT LEAVE

In the event of a death in the Resident Physician's immediate family, bereavement leave, not to exceed five (5) business days or seven (7) consecutive calendar days may be granted the employee without charge to sick leave. Immediate family shall include father, mother, current spouse, current registered domestic partner, sister, brother, child, child of the current registered domestic partner, current father-in-law, current mother-in- law, current daughter-in-law, current son-in-law, grandparent or grandchild, step parents, step child, step grandparents.

C. JURY DUTY

A Resident Physician called to jury duty shall be paid their regular pay upon waiver of jury fees.

D. HOLIDAYS

Resident shall be eligible to receive the following holidays:

January 1, New Year's Day

The third Monday in January, Martin Luther King Day

The third Monday in February, President's Day

The last Monday in May, Memorial Day

July 4, Independence Day

First Monday in September, Labor Day

The Thursday designated as Thanksgiving Day

The day after Thanksgiving Day

December 25, Christmas

The parties share an understanding that American Board of Family Medicine policies governing residents' qualification for board certification don't require holidays on which a program's outpatient clinic is closed to be counted as time away from the program, and VCME will not count said holidays towards the limitations on a resident's time away from the program.

Holiday credit spent outside of holidays will likewise not be counted towards the ABFM's limitations on time spent away from the program.

If an observed holiday occurs on the weekend, the Resident shall be granted eight (8) hours of holiday credit, which is credited to employee holiday balances.

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Unused holiday time shall be cashed out each program year prior to advancement to the next PGY level.

If the Resident is required to work a holiday, a day off without clinic obligations shall be assigned in the working schedule within the academic year. Accrued holiday time shall not be taken on scheduled call days. Residents are encouraged to take any accrued holiday time off as the schedule permits. The maximum hours of holiday time that can be accrued is 96 hours. If a Resident is at the maximum and another holiday occurs no additional holiday time will be added to the Resident's holiday accruals until time is used and if the Resident is at the maximum there is no guarantee the holiday will be given as a day off.

E. VACATION/CONFERENCE TIME OFF

Resident shall be entitled to four (4) weeks of combined vacation and conference time off for each year of service. A Resident who works an approved flexible schedule shall be granted vacation leave proportionate to the percentage of time worked. Residents have the option of utilizing this time for vacation or to attend conferences.
Vacation/Conference time off must be used in the contract year unless carryover is approved in advance by the Program Director. Residents can accrue no more than 240 hours of vacation time. At least thirty (30) days written notice shall be provided by the Resident to the Program Director when requesting vacation time off. Approval is contingent upon staffing needs.

In the event that Resident leaves the service of the VCME, the Resident shall be reimbursed for any unused vacation/conference time on a pro-rated basis proportionate to the amount of time actually compensated. Subject to federal and state laws, a resident who has used more Vacation/Conference time that has been earned will be required to reimburse VCME via payroll deduction from the Resident's final check. Cash out or reimbursement of vacation time will be calculated using the rate of pay at time of termination.

F. SICK LEAVE

While in the continuous service of the VCME, Resident shall be entitled to five (5) sick days per year for a total of 40 hours per year and five (5) Personal Leave days per year for a total of 40 hours per year. After orientation, time will be credited on the first day of the Resident's individual contract year. The time shall be pro-rated if Resident is working an approved flexible schedule.

Use of such sick leave with pay shall be granted upon the recommendation of the Program Director in the case of illness of Resident or an immediate family member. Immediate family shall include parents, spouse, registered domestic partner, children under the age of 18 or over 18 if incapable of self-care,

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including step children and children of the registered domestic partner. Other persons with whom Resident enjoys a parent or family-like relationship may be considered within this section if deemed appropriate by the Chief Executive Officer.

Personal leave days with pay shall be approved by the Program Director contingent upon the Resident or a consortium of designated Residents with assistance from the Residency Program as necessary, arranging for coverage of clinic and inpatient responsibilities.
Personal leave days not used in one program year may be carried forward to the next program year.

Sick leave is cumulative from year to year. Residents shall be required to document work hours as they apply to claimed sick leave. Upon completion of the residency program, a Resident shall be reimbursed for twenty-five percent of unused sick leave and one hundred percent of personal leave days. Residents who do not complete the Residency Program shall not be eligible to receive cash out of any accrued sick leave and/or personal leave. Cash out of sick leave and/or personal leave will be calculated using the rate of pay at time of termination.

The Resident on sick leave shall not be responsible for arranging coverage in their absence.

At the discretion of the Residency Program Director, a Resident may be required to provide a physician's certificate or other substantiating evidence of illness. The Resident shall be notified of the requirement for verification prior to the resident's return to duty.

G. DISABILITY AND PARENTAL LEAVE

1. Residents requesting time off for Disability or Parental Leave may be required to provide written proof of the need. Residents with work restrictions must notify the Program Director as soon as possible. VCME and the Resident will engage in an interactive process to address the limitations.

2. VCME will, effective July 1, 2022

   (a) provide residents with a minimum of seven weeks of approved medical, parental, and caregiver leave(s) of absence for qualifying reasons that are consistent with applicable laws at least once and at any time during an ACGME-accredited program, starting the day the resident/fellow is required to report;

   (b) provide residents/fellows with at least the equivalent of 100 percent of their salary for the first seven weeks of the first approved medical, parental, or caregiver leave(s) of absence taken;

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(c) provide residents/fellows with a minimum of one week of paid time off reserved for use outside of the first seven weeks of the first approved medical, parental, or caregiver leave(s) of absence taken;

(d) ensure the continuation of health and disability insurance benefits for residents/fellows and their eligible dependents during any approved medical, parental, or caregiver leave(s) of absence;

(e) describe the process for submitting and approving requests for leaves of absence in their policy handbook

(f) Continue to follow ACGME policy if it becomes more generous than that provided in this Contract

3. Residents may extend the period of leave through the following procedure. If permitted under the policy terms, VCME shall allow a Resident to use all or any portion of accrued sick leave, personal leave, holiday, and/or vacation time and/or any time donated by another VCME employee according to the VCME policy to reimburse the difference between the disability payments and the Resident's regular salary, on-call pay, emergency duty pay and mileage. Additional unpaid time may be granted in accordance with Section 13.A, "Leave of Absence".

4. Upon request, VCME will enter into an interactive process with a pregnant or disabled Resident to determine reasonable accommodations to protect the resident's health and/or the health of a developing fetus. Such approval shall not be unreasonably withheld. Reasonable accommodations may include assignment of electives and rotations appropriate to their condition, medical treatment, night call relief and limiting Resident exposure to particularly harmful disease, radiation and chemicals. Such requested changes shall conform with the rules of the Resident's specialty board.

5. Unless the Resident's personal physician declares that the Resident is unable to work, Resident may continue to work as long as they perform their modified duties in a way that meets satisfactory levels appropriate to the special board and program needs as determined by the Program Director. Residents shall provide as much notice as possible to the Program Director for leaves, which may be necessary pursuant to this section. Any child or day care services provided to other VCME employees shall be available to Residents.

H. PAID LEAVE

All benefits shall be continued in full during any paid leave.

14. INSURANCE BENEFITS

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A. LIFE INSURANCE

VCME shall provide all Resident Physicians with twenty thousand ($20,000) life insurance with accidental death and dismemberment at no cost to the Resident.

B. MEDICAL, DENTAL AND VISION INSURANCE

VCME shall continue to pay 100% of employee only premium and 100% of dependent premium.

VCME will determine the best method to implement the maximum out-of-pocket provision when making Resident payroll deductions.

C. FLEXIBLE SPENDING ACCOUNT

During Open Enrollment, Residents may voluntarily elect to participate in the VCME Flexible Spending Account Program. This includes Dependent Care Assistant and Medial Expense Reimbursement. Residents may voluntarily elect to have pre-tax biweekly payroll deductions taken for this program.

D. DISABILITY INSURANCE

The VCME shall pay no more than $66.00 per quarter to provide Residents with either group or individual (the individual as available, being a non-cancelable and portable insurance) Disability Income Protection Insurance sponsored by CIR or a comparable plan. Eligibility, including enrollment in the plan, shall be the responsibility of the individual Resident.

15. LIABILITY INSURANCE

Under §2802 of the California Labor Code, VCME is obligated to indemnify Resident for all necessary expenditures or losses incurred by Resident in direct consequence of the discharge of their duties, or of their obedience to the directions of VCME, even though unlawful, unless Resident, at the time of obeying the directions, believed them to be unlawful. In order to meet this obligation, VCME shall obtain and maintain in effect during the course of Resident's employment one or more policies of liability insurance, including, without limitation, professional liability insurance, naming Resident and VCME each as a named insured, against such necessary expenditures and losses, and shall provide a copy of such policy or policies to Resident. Claims against the Resident shall be submitted to the insurance carrier for defense and indemnification. To the extent there is an indemnifiable claim that is not covered by an applicable policy of insurance, VCME shall bear the cost of its obligation to indemnify Resident under this section and shall control the defense and settlement of such claim.

Resident shall comply with all notice and other requirements of any insurance policy covering Resident's negligence as provided by this section. Without limitation, Resident shall promptly provide written notice to the Chief Executive Officer if they reasonably know or have reason to believe any act or omission has occurred which may result in a

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claim or suit against Resident, and in no event not later than thirty (30) days after receiving actual or constructive notice (written, oral, or otherwise) of such a claim.

Resident Elective experiences may not be covered under the VCME's existing plan. Liability coverage must be determined prior to commencement of the Elective experience.

16. SAFETY AND WORKERS' COMPENSATION

Residents shall be covered under Workers' Compensation pursuant to the laws of the State of California. Resident agrees and acknowledges that the VCME will not provide Workers' Compensation insurance for services rendered for non-VCME employers.

The parties acknowledge the mutual responsibility to provide a working environment free from unsafe or harmful working conditions. The parties further agree to strive to reduce the number of job-related illness or injuries. The Union agrees to support and encourage its members to participate in such safety training as the VCME may require; to wear such safety equipment as is required by the VCME; and to adhere to such safety procedures governing methods of work or equipment as also may be required. The VCME will purchase or reimburse employees for purchase of any personal safety equipment specifically required by the VCME in order to comply with applicable provisions of the law.

One Union representative will volunteer to serve on the VCME Safety Committee.

The parties agree that employees receiving workers' compensation payments will have the option to request those payments to be supplemented by earned holiday time off, vacation or sick leave which the employee has accrued to a level that would provide the employee with compensation not exceeding the employee's base salary.

Resident Elective experiences may not be covered under the VCME's existing plan. Workers' Compensation coverage must be determined prior to commencement of the Elective experience.

17. WORKING SCHEDULE

A schedule covering the rotation and call obligations for the program year which is typically from on or about July 1st to on or about June 30th shall be made available to the Resident by June 1st of each year. This schedule shall hereinafter be referred to as the "working schedule". Resident Physicians will play a role in the development of this schedule.

Resident Physician 1s and 2s will be relieved of clinic responsibilities on the last day of general medicine rotation. It is understood that no clinics will be canceled, but rather rearranged to a different period of the Resident's rotation.

18. CALL HOURS

The VCME recognizes that it must comply with the ACGME Call Hour guidelines in order to maintain accreditation and will make every effort to rapidly resolve any issues that may arise pertaining to these guidelines. Residents agree, if necessary, to work

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cooperatively with VCME to resolve these issues.

19. STAFFING

In the event of illness, injury, vacation or leave time, there will not be an unreasonable or permanent increase in the Resident's workload, on-call schedule, or unreasonable decrease in elective time of other Resident's. The Resident who is absent, shall make up time where required by specialty board standards.

20. ADDITIONAL TRAINING OPPORTUNITIES

Outside donations are received periodically to fund additional training opportunities available within a unique and/or limited training assignment. Special training assignment opportunities will be announced 30-days in advance of when they become available. They are not mandatory, and will be assigned on a first come first serve basis. Resident(s) that elect to participate in these assignments under the supervision of faculty may be awarded a bonus as determined by the VCME in relation to the assignment. Bonuses are not guaranteed; however, in situations that bonuses are awarded, they will be allocated in an equitable fashion to all residents that participated in the training assignment.

21. INDIVIDUAL CONTRACTS & TERMINATION BEFORE EXPIRATION DATE

Each Resident shall, prior to employment, receive a written contract, not inconsistent with any of the provisions herein, which shall not be limited to, and at a minimum shall set forth the VCME's commitment to such Resident in the following areas:

a) Maintenance of elective and rotational schedules consistent with the requirements of the ACGME, and

b) Compensation.

Residents entering the program shall be employed effective upon the date that they are directed by the Program Director to report for orientation. Residents shall be compensated at the biweekly compensation established for the Resident Physician classification of the PGY level the Resident will be appointed to. Residents who attend orientation shall be eligible for health insurance benefits effective the first of the month after the date the employee begins orientation. Vacation and sick leave benefits will accrue upon completion of orientation.

The parties recognize that a Resident may terminate his or her individual contract by giving a sixty (60) calendar day notice to the Program Director. A Resident terminating their individual contract shall not be eligible to cash out any unused sick leave as provided by this MOU.

22. CONTINUANCE OF STANDARDS

The parties agree that massive changes are occurring in the health care field, which may

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have economic and financial impact upon the VCME, which may change the delivery of health care services to the community and which could affect the continuance of the Residency Training Program. In recognition of the VCME's desire to be able to fulfill its commitment to the current residents, the parties agree to the following:

1. There shall be no hiring of entering first year Resident Physicians by the VCME, or other entity acting for or on behalf of the VCME, unless there is clear indication that full commitment and funding is, or will likely be available, to continue all then incumbent and incoming Residency positions through a full three-year residency.

2. Should the VCME undertake a partnership, amalgamation, consortium, affiliation or other such combination to provide health care services, the VCME will make good faith efforts to continue a residency training program and the employment of Resident Physicians. In such case, and if the VCME remains the employer of the Resident Physicians, and maintain control of the Resident Physicians, the VCME will continue all terms and conditions as found within this Agreement until the expiration of the agreement unless so modified by subsequent Agreement. Union agrees to meet and confer on the terms and conditions of employment should such partnership, amalgamation, consortium, affiliation or other such combination to provide health care services be established.

3. In the event the VCME will no longer administer or control the Family Medicine Residency Program or Orthopedic Surgery Residency Program for any reason, the VCME will make good faith efforts to provide an alternate residency site within the health care community, at least until all incumbent Resident Physicians have finished their residency.

4. The VCME agrees that should it cede authority, control or administration over the residency training program to a third party, the VCME shall advise the new employer of the existence of this Agreement and shall write a letter encouraging the new employer to comply with the terms and conditions of this agreement.

23. REDUCTION IN FORCE

Although the greatest effort will be undertaken by the parties to assure that there is funding available for the full employment of entering and incumbent Resident Physician positions, it is recognized that events might occur which would negate the commitment to continued employment of the residents as provided by sub-section 21 herein and necessitate a reduction in the number of Resident positions. In such event, the VCME shall notify the Union:

1. Within thirty (30) calendar days after VCME Board action to discontinue the residency training program for any reason.

2. At least ninety (90) calendar days prior to a reduction in the number of

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incumbent Residents.

3. At least thirty (30) calendar days prior to the intern match cutoff date of any proposed reduction of the number of incoming Residents. The VCME will make a good faith effort to notify the Union at least sixty (60) days prior to the intern match cutoff date of any proposed reduction in the number of incoming Residents.

4. Within seven (7) calendar days upon receipt from the Liaison Committee on Graduate Medical Education of any notification on non-accreditation or probation or similar change of the professional status of the residency training program.

5. At least ninety (90) calendar days prior to the date the Residency Program will be discontinued because the VCME no longer contracts with facilities necessary to meet the accrediting standards for Residency Training Programs, no other acceptable alternative is available and the VCME is unable to provide continued employment.

6. The order of reduction shall first be with new Residents to be selected for employment in the program. Should additional reductions be necessary, they will occur initially with Resident Physician 1s, then Resident Physician 2s and finally with reduction of Resident Physician 3s.

   Absent the requirement for notice as set forth herein, the incumbent Residents shall be allowed to complete the contract year (ending June 30) and shall be notified by January first of the contract year of the VCME's intent to terminate such individual contract.

   In the event that a reduction of the number of residents in the program becomes necessary for any reason and prior to any such reductions, the VCME agrees to meet with the Union upon the request of the Union, to attempt to insure the least damaging way of making such reductions. Every effort will be made by the VCME to allow incumbent Residents to complete the final two years of residency in an accredited training program.

   Nothing contained in this section shall be construed to affect existing rights of the parties regarding release of a Resident from the program due to performance as provided for in MOU Section 27.

24. SUPPORT SERVICES

The VCME recognizes that Residents are physicians who have professional responsibilities for the care and treatment of patients. The Union recognizes the members of the VCME have a responsibility to provide medical care to their patients in accordance with applicable law. The Residents agree to support the VCME in discharging this responsibility by providing professional medical services in all assigned facilities to the best of their abilities. Such services will be provided by Residents in accordance with the current job

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classifications of Resident Physician 1/2/3. Both the Union and the VCME recognize that the quality of patient care is directly related to supportive and ancillary services.

Supportive and ancillary services are those services commonly provided by hospitals, which free physicians from non-physician tasks and permit them to devote their time to providing patient care. Supportive and ancillary services also include adequate translation services, social worker services, patient education services, medical library services, medical records, radiological services and laboratory services including phlebotomy. Medical Library facilities shall be provided in accordance with the accreditation standards of the Liaison Committee on Graduate Medical Education. Such services also include adequate physical therapy, speech therapy, dietary services and nurse staffing.

As in accordance with current policy, Residents shall not regularly or recurrently be assigned or expected to perform duties outside of their current Resident 1/2/3 classifications, which are appropriate to other positions such as laboratory technologists, ward clerks, IV or blood drawing technicians, patient transport, or filing.

25. WORK SPACE

Adequate workspace is essential for the care and treatment of patients. In order to ensure the efficient delivery of quality care the VCME agrees to meet with residents as needed to maximize the efficient use of current space and to evaluate workspace needs for Residents. VCME will work with Doctor's Medical Center (DMC) and other assigned facilities to ensure that needed requests are met and addressed in a timely manner, including making a good faith effort to ensure, as possible, that the following needs are met:

A. On-call rooms with adequate ventilation, functioning bedside lights, shades, functioning heat control and air conditioning, adequate linen and towels, adequate beds, and adequate pest control.

B. functioning telephones inside every on-call room that can both receive incoming calls and make internal calls.

C. Secure keycard (or physical key) access to all on-call rooms.

D. Safe and secure call room and bathroom areas, with locks that can be operated both inside and outside the room of all on-call rooms and bathrooms.

E. Linen will be changed on all call room beds on a daily basis including weekends and holidays

F. Private bathroom(s) for house staff officers with full shower, toilet, and sink facilities

G. Water coolers available

There shall be computers (available to all residents working in the hospital) with approved

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internet access, radiographic imaging software (specifically PACS), dictation software (Dragon) and mic, in each Resident lounge that is in reasonable proximity to the hospital's high-speed network. VCME will provide a microwave, a television, a refrigerator, and coffee machine in or reasonably accessible to each lounge if permitted by hospital rules and regulations.

If there are concerns or issues with the facilities or equipment, such as workstations, Resident should report these matters to VCME in order to resolve the issue.

26. COMPUTER EQUIPMENT AND ACCESS TO RECORDS

In order to perform patient care duties, Residents shall have access to adequate computers, phones and printers. The VCME will work with Doctors Medical Center (DMC), Golden Valley Health Centers (GVHC) and other assigned facilities, to provide Residents full access to medical records and the Internet in current locations Residents have computer access including the resident lounge and call rooms. Resident agrees to abide by all requirements of the facility that owns the medical records and to abide by each facility's policies governing Internet and systems access. The VCME will not be held responsible for system failures or related problems beyond its control.

27. GRIEVANCE

A. Equal Employment Opportunity (EEO) Grievance Procedure

Valley Consortium for Medical Education (VCME) is committed to employment decisions made in accordance with equal employment opportunity principles. This applies to employment decisions made regarding hiring, training, promotion, transfer, discipline, reduction-in-force, or work assignments.

A specific formal approach is available for grievances or complaints alleging discrimination in employment to be exposed, investigated, and as possible resolved within the VCME.

Using this procedure is the most effective way to have a complaint reviewed, investigated and as possible resolved locally and in a timely manner. Applicants for employment and VCME employees may use this procedure.

Intent: It is the intent of this procedure to provide an effective means of resolving individual or group problems of a sensitive nature quickly and with a minimum of formal procedural requirements.

Scope: This procedure shall apply to allegations of adverse impact arising out of discrimination in regard to application, recruitment, appointment, training, promotion, national origin, ancestry, sex, sexual orientation, religion, political affiliation or belief, marital status, age (over 40), pregnancy related condition, medical condition (defined in Family Medical Leave Act/California Family Rights Act [FMLA/CFRA]) or physical/mental disability (includes persons with

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AIDS or those with a record of or regarded as having a substantially limiting impairment); and provides for a process to investigate and correct the effects of such discrimination.

Limitations: The establishment of this procedure for resolving complaints of discrimination, as it relates to maters of VCME employment practices, is not intended to supplant regular grievance procedures or prohibit employees or applicants from filing complaints with the Department of Fair Employment and Housing (DFEH), Equal Employment Opportunity Commission (EEOC), or the courts. This procedure is intended and should be viewed as a means of providing the special skills needed to promptly and fairly handle the sensitive issues involved, and to ensure full cooperation with Federal and State compliance agencies.

Definitions:

Aggrieved Person: An employee or applicant for employment who alleges that they have suffered harm as the result of an adverse employment decision made on the basis of race, color national origin, ancestry, sex, sexual orientation, religion, political affiliation or belief, marital status, age (over 40), pregnancy related condition, medical condition (cancer related) or physical/mental disability (includes persons with AIDS or those with a record of or regarded as having a substantially limiting impairment); in regard to application, recruitment, appointment, termination, training, promotion or discipline.

Complainant: A person who files a discrimination complaint.

Formal Complaint: A written complaint submitted to the VCME Equal Rights Officer which states clearly the basis for an allegation of discrimination and the relief requested.

Equal Rights Officer: The VCME Equal Rights Officer works in close reporting relationship to top management and is assigned the responsibility of managing the procedure for handling discrimination complaints. The Equal Rights Officer also serves as the Equal Employment Opportunity (EEO) Counselor and is trained in EEO procedures and counseling techniques and provides informal counseling on matters pertaining to discrimination.

Equal Employment Opportunity Investigator: An individual assigned to investigate allegations once a formal complaint is filed, and to produce a written report of findings. This person must be capable of fairness, impartiality and objectivity.

Representatives: In presenting and resolving complaints, persons submitting complaints may represent themselves or may designate a representative of their own choosing. Costs associated with such representation, if any, will be borne by the complaining person.

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Steps in Procedure

1. Informal Complaints: Persons alleging discrimination should first contact the designated Equal Rights Officer within thirty (30) calendar days of learning of such act or decision, and before filing a formal complaint with the VCME Equal Rights Officer. The Equal Rights Officer shall, within thirty (30) calendar days.

    a) Consult with the complainant.

    b) Advise the complainant of all civil rights by informing the complainant of their right to file their complaint with the State Department of Fair Employment and Housing, Equal Employment Opportunity Commissions, or other appropriate enforcement agency, or through the VCME, using this procedure should they desire.

    c) Make necessary inquiries to resolve the complaint.

    d) Counsel complainant on issues of the case.

    e) Seek informal resolution of problems by facilitating open communications between the complainant and management.

2. Formal Complaint: If informal resolution of problems through conciliation and negotiation cannot be affected within thirty (30) days of contacting the Equal Rights Officer, the complainant(s) may file a formal complaint with the Equal Rights Officer on forms provided for this purpose. The VCME Equal Rights Officer will decide whether the complaint falls within the jurisdiction of the procedure and accept or reject it in writing. (If the aggrieved person wishes to appeal the VCME Equal Rights Officer's decision, they may do so in writing to the VCME Chief Executive Officer within seven (7) working days of receipt of the VCME Equal Rights Officer's decision).

    The VCME Equal Rights Officer, upon receipt of the complaint:

    a) Shall review the case.

    b) May assign a person to conduct a prompt, impartial investigation, if necessary, and review finding thereafter.

    c) Shall make available to the parties involved a copy of completed investigation reports.

    d) The VCME Equal Rights Officer shall be authorized to issue subpoenas as necessary.

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e) Explore further the possibility of informal adjustment of the problems through negotiation or conciliation with the parties to the complaint.

f) Present findings and recommendation for adjustment to the VCME Chief Executive Officer.

3. Appeal to Chief Executive Officer: The VCME Chief Executive Officer shall consider the findings of the Equal Rights Officer and may conduct such meeting(s) with employee(s), informal hearings(s) or investigation(s) as are appropriate in their judgment and provide the complainant with a written decision within ninety (90) calendar days from the time a formal complaint is filed.

4. Appeal to VCME Human Resources Committee: The aggrieved person may, within seven (7) calendar days after receipt of the decision of the Chief Executive Officer, appeal that decision. An appeal shall be in writing and shall be filed with the Chief Executive Officer. The Chief Executive Officer shall forthwith transmit the appeal request to the Co-Chairpersons of the VCME Human Resources Committee. The VCME Co-Chairpersons shall, within ten working days from the receipt of the appeal from the Chief Executive Officer, schedule such meeting(s) with appellant(s), with employee(s), informal hearings(s) or investigation(s) as are appropriate in their judgment and provide the VCME Chief Executive Officer with a written decision. Upon motion of the Co-Chairpersons, such hearings and other investigations shall be conducted by all or designated members of the Human Resources Committee selected by the Co-Chairpersons. The Chief Executive Officer shall serve a copy of the decision upon the appellant. The decision shall be final.

DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING
1900 Mariposa Mall, Suite 130
Fresno, CA 93721
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
1265 West Shaw Avenue, Suite 103
Fresno, CA 93711

A. GRIEVANCE PROCEDURE

1. A grievance shall be defined as a dispute regarding the interpretation or application of the terms of this written Agreement. Discipline shall be appealed pursuant to the procedures set forth in Article 28 (Discipline). Grievances may be brought by an individual Resident Physician with the assistance of CIR/SEIU, and shall be undertaken as follows:

a. First Step: The Resident Physician and CIR/SEIU shall present the grievance in writing to the Program Director, or their designated

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representative, detailing who took or failed to take the action which gave rise to the grievance. Grievances must be presented within twenty (20) business days after the Resident Physician knew of the alleged violation leading to the grievance. The Program Director, or their designee, shall give their answer in writing to the Resident Physician and CIR within ten (10) business days thereafter.

b. Second Step: If no satisfactory settlement is reached at the First Step, the Resident Physician may present the grievance in writing to the Designated Institutional Officer (DIO) or their designated representative within ten (10) business days after Resident Physician receives the First Step answer from the Program Director or designee.

The DIO or their representative will meet with the Resident Physician and a representative of CIR/SEIU within five (5) business days after receipt of the written grievance and shall give their answer in writing to the written grievance within five (5) business days after they meet with the Resident Physician and CIR representative.

c. Third Step: If any grievance is not satisfactorily resolved in the foregoing procedure, CIR/SEIU may, within thirty (30) calendar days after it receives the Second Step answer from VCME, file an appeal in writing to the Chief Executive Officer . The Chief Executive Officer shall thereafter conduct an informal hearing, and any other meetings or investigations as are appropriate in their judgment. Upon the request of either party or motion of the Chief Executive Officer, such hearing and other investigations shall be conducted by a designee(s) selected by the Chief Executive Officer with the consent of the parties. The decision of the Chief Executive Officer or designee shall be the final step in the VCME's procedure for settling grievances .

2. Any of the foregoing steps may be waived by mutual written consent of the parties.

3. Any of the foregoing timelines can be extended upon mutual agreement of the parties. Failure by VCME to respond within the time limits prescribed shall be deemed a denial of the grievance.

4. Resident Physicians shall be entitled to representation by CIR at all Steps of the grievance. VCME will allow time off to Resident Physicians involved in grievance proceedings so long as time off shall not interfere with normal Employer and/or facility operations.

28. DISCIPLINE

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All Residents will have access to their personnel files for inspection and to make copies. A Resident shall be given a copy of any evaluation material placed in their file and will have the right to respond to any evaluation statement by a written statement which shall be added to the file. Residents will be permitted to challenge the validity of any document in their files through the "Resident Review Procedures" contained in the "Policy Manual".

There shall be no disciplinary action taken against a Resident without just cause and due process, pursuant to and after completion of procedures herein provided as part of the "Resident Review Procedures" contained in the "Policy Manual" for the applicable program year. VCME will send CIR a copy of the Residency Handbook by April of each year with highlights of any changes. CIR will have the ability to meet and confer regarding any of the changes. VCME will ensure all handbook changes are completed by June 1st of each year and will post the updated handbook to its website located at www.valleymeded.org. Changes will be highlighted for a period of 30 days and new policy review acknowledgements will be collected for all Resident files.

No Resident's paycheck shall be withheld for disciplinary reasons, except after full compliance with the procedures herein provided.

It is understood that a Resident may be reassigned from medical responsibilities without a hearing where their continued presence is deemed to imperil the successful operation of the hospital or clinic operation.

When disciplinary action against a Resident is contemplated a written statement setting forth the charges, proposed disciplinary action and right to grieve the discipline, through applicable procedures, shall be presented to the Resident by the Program Director or their designee.

29. FINAL CLEARANCE

Certification of completion of the program will be contingent upon Resident having, on or before date of regular or early termination of agreement, returned all hospital or VCME property such as books, equipment, uniforms, etc.; completed all records; and settled their professional and financial obligations.

Once residents have completed all assigned duties and fulfilled all requirements as set forth by the Residency, the Resident will be provided a written Final Training Letter within 30 days of completion attesting to the completion of specialty-specific residency training, eligibility for specialty board certification and the ability to practice medicine independently.

30. SEVERABILITY

It is not the intent of the parties hereto to violate any laws, ruling or regulations of any governmental authority or agency having jurisdiction over the subjects of this collective bargaining agreement, and the parties hereto agree that in the event that any provisions of the agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the agreement

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shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this agreement.

31. FULL UNDERSTANDING

It is understood by the parties that these provisions fully set forth the agreement of the parties in the matter of wages, hours, terms and conditions of employment as herein specified. Parties agree that these understandings may be amended by subsequent agreement of the parties.

THIS MEMORANDUM OF UNDERSTANDING (MOU) IS ENTERED BETWEEN THE VALLEY CONSORTIUM FOR MEDICAL EDUCATION, HEREINAFTER REFERRED TO AS THE "VCME" AND THE COMMITTEE OF INTERNS AND RESIDENTS, SEIU, HEREINAFTER REFERRED TO AS THE "UNION".

Pursuant to the National Labor Relations Act, the duly authorized representatives of the VCME and the Union have met and conferred in good faith concerning the issues of wages, hours, and terms and conditions of employment as herein set forth and are in agreement with the provisions of the Memorandum of Understanding.

Signed by:
11/28/2025
2CBC5B5AE2824D1...
Susan Naranjo, Executive Director
CIR/SEIU

Signed by:
11/28/2025
79A7F5E69CC846D...
Dr. Carrie Janiski, CEO and DIO, VCME

Signed by:
11/28/2025
DA87757001E4461...
Edison A. Jensen, VCME

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Exhibit A: Chief Resident, Family Medicine, PGY3 Job Description

Exhibit A1: Chief Resident, Orthopedic, PGY3 Job Description