Memorandum of Understanding

between

Committee of Interns and Residents

and

Alameda Health System

June 15, 2026 – November 30, 2028

Contents

Article 1. Recognition 6
A. New Classifications 6
B. Classifications Covered by this Agreement 6
C. Intent 6
D. Objectives 7
E. Responsibility 7
Article 2. No Discrimination 7
Article 3. CIR/SEIU Security 8
A. Notice of Recognized Association 8
B. New Employee Orientation 8
C. Employee Lists 8
D. Union Dues Deduction 9
E. Political Action Committee 9
F. Hold Harmless 9
Article 4. Access 10
Article 5. Salaries 10
B. Effective Date of Salary Increases 10
C. Salary Increases 10
D. Chief Resident Differential 11
E. Sign on Bonus 11
Article 6. Bilingual Pay 11
Article 7. Health, Dental and Vision Benefits 12
A. General Conditions 12
B. Open Enrollment 12
C. Health and Welfare Programs 12
Article 8. Disability Insurance/Worker's Compensation 14
A. Disability Insurance 14
B. Workers' Compensation 14
Article 9. Meals 16
H. Night Shift Nourishment 17
Article 10. Uniforms and Laundry 17
Article 11. Malpractice Insurance 17
Article 12. Benefits Not Provided 18
Article 13. Leaves of Absence 18
A. General Provisions 18
B. Family And Medical Leave (FML) 21
C. Pregnancy Disability Leave 37

D. Disability Leaves Other Than Pregnancy Disability Leave 40
E. Military Spouse/Domestic Partner Leave 41
F. Work-Related Disability Leave of Absence 42
G. Personal Leaves of Absence 42
H. Voting 42
I. Bereavement Leave 42
J. Time Off To Appear At Child's School or Daycare 43
K. Leave for Jury Duty 44
L. Leave for Rest and Relaxation 44
M. Ad Hoc Leave 45
Article 14. Holidays 46
A. Holidays Defined 46
B. Value of Holiday 46
C. Holiday Compensation 46
D. Floating Holiday 47
Article 15. Sick Leave 47
A. Resident Physician Sick Leave 47
B. Emergency Leave – Sickness in the Immediate Family 47
C. Catastrophic Sick Leave Program 48
Article 16. Off-Duty Time and Call Pay 49
Article 17. Grievance Procedure 50
A. General Conditions 50
B. Informal Review 51
C. STEP 1. Submission of Written Grievance to AHS GME Director 51
D. STEP 2 Appeal 52
E. STEP 3. Arbitration. 53
F. Employee Representation 55
G. Time Limits 55
Article 18. Discipline and Clinical Performance 55
Article 19. Access to Records 56
Article 20. Allowance for Use of Private Automobiles 57
A. MILEAGE RATES PAYABLE 57
B. MINIMUM ALLOWANCE 57
C. PREMIUM ALLOWANCE 57
D. REIMBURSEMENT FOR PROPERTY DAMAGE 57
E. AUTHORIZED MILEAGE CLAIMS 57
Article 21. On-Call Nights 58
Article 22. AHS Facilities 59
A. On-Call Rooms 59

B. Work Space 59
C. Lactation Space 59
D. Office Space 60
E. Chief Residents' Offices 60
F. Classrooms 60
G. Library 60
H. Lounge 60
I. Lockers 60
J. Use of Facilities by Off-Duty Employees and CIR/SEIU 61
K. E-mail Storage 61
L. Wireless Internet 61
M. Rounding Distance 61
Article 23. Ancillary Services 61
Article 24. Parking 62
Article 25. Professional Development Leave and Reimbursements 62
A. Professional Reimbursement 62
B. Professional Development Leave 63
C. USMLE Step 3 Reimbursement 64
D. License Reimbursement 64
E. Equipment Reimbursement 64
F. UpToDate Access 65
G. Timely Reimbursement 65
Article 26. Committees 65
A. Labor/Management Committee 65
B. Diversity Recruitment Fund and Committee 66
C. CEO Meeting 67
D. CIR/SEIU Patient Care Fund 67
E. Representation on Multi-Disciplinary Committees 68
Article 27. Required Training Courses 68
Article 28. Continuation of Residency Training Programs 69
Article 29. Individual Letter of Appointment 71
Article 30. Volunteer Resident Physicians 71
Article 31. National Board Exams 72
Article 32. No Strikes, No Lockout 72
Article 33. Scope of Agreement 72
Article 34. Savings Clause 73
Article 35. Housing Stipend 73
Article 36. Moonlighting Within AHS 73
A. Internal Medicine 73

B. Emergency Medicine 74
Article 37. Retirement Benefits 74
Article 38. Term of Memorandum 74
Appendix A Wages 75
Appendix B Domestic Partner Defined 76
Appendix C What Your Benefits Will Cost 77
Appendix D Grievance Form 78

Article 1. Recognition

AHS shall recognize CIR/SEIU as the exclusive bargaining representative for employees in any other classification which may be established substantially within the scope of the duties now included within the referenced classifications in Section B, below.

A. New Classifications

1. When AHS creates a new classification and title substantially within the scope of the duties now included within the referenced classification in Section B, below, the AHS shall mail a notice to the Union of the bargaining unit assignment, if any, of such classification. The Union shall have 30 (thirty) calendar days after mailing of such notice to contest AHS's assignment of the newly created classification/title to a bargaining unit, or to an employee grouping which has not been assigned to a bargaining unit.
   a. If the Union contests the bargaining unit assignment of the newly created classification/title within the 30 (thirty) calendar day notice period, the AHS and CIR/SEIU shall meet and confer in an effort to reach agreement on the bargaining unit assignment for the classification. If the parties are unable to reach agreement regarding the bargaining unit assignment of the title/classification, the dispute shall be submitted to PERB for resolution.
   b. If the Union does not contest the bargaining unit assignment of the newly created position within the 30 (thirty) calendar day notice period, the unit assignment of the new classification shall be deemed agreeable to the parties.

B. Classifications Covered by this Agreement

Job Code	Job Title
53865	Resident Physician I
53860	Resident Physician II
53855	Resident Physician III
53850	Resident Physician IV
53839	Fellow Physician I
	IM Chief Resident

C. Intent

1. Provisions of this MOU which are in conflict with personnel policies and other directives and rules over which the Department does have jurisdiction to act shall prevail, with the exception of program requirements as provided by the Accred-

itation Council of Graduate Medical Education (ACGME), Council on Dental Accreditation, and Common Program Requirements. Directives, rules and policies concerning conditions of employment for employees in classifications represented by the Union shall remain in effect unless specifically modified by this MOU, provided the Department may change departmental personnel policies as it deems necessary for the effective and efficient operation of the Department and in so doing, notify the Union with a written copy of proposed departmental personnel policies or proposed revisions to existing policies for informational purposes. If the Union does not respond within ten (10) calendar days from the date of the return receipt of such written information, the Department shall assume the Union does not wish to meet and confer on the proposed policy.

D. Objectives

1. It is agreed that the delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to Alameda Health System and the interns and residents. Such achievement is recognized to be a mutual obligation of the parties of this MOU within their respective roles and responsibilities.
2. The union recognizes Alameda Hospital's right to enforce all hospital rules and by-laws. It is recognized that standards of performance which relate to medical practice are to be established or revised only by an appropriate medical authority.

E. Responsibility

1. Alameda Hospital recognizes its responsibility to provide adequate resources, staff and equipment to assure the delivery of high standards of health services.
2. It shall be the exclusive responsibility of the CEO to determine the mission, merit, necessity and organization of any service or activity within the Hospital, to set standards of service and, subject to this MOU, direct the work force in meeting those standards in conformance with the mission of Alameda Health System.
3. It shall be the responsibility of the CEO to determine and implement administrative policies consistent with the intent of the mission at AHS. The CEO shall determine the methods, means, and personnel by which the Health System's operation are to be conducted. These rights will be exercised in accordance with the provisions of this MOU.

Article 2. No Discrimination

Alameda Health System shall not discriminate against or harass employees on the basis of race, color, religion, marital status, national origin, ancestry, sex (including gender, pregnancy, child birth, medical conditions related to pregnancy and

childbirth, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender expression, gender identity, physical or mental disability, medical condition (cancer related or genetic characteristics), genetic information (including family medical history), HIV status, status as a covered veteran or any other veteran who served on active duty during a war or in the uniformed services (including service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Act of 1994 (USERRA), as well as state military and naval service), political affiliation or political opinion, age, citizenship, union activity or union affiliation. This provision is intended to be consistent with the provisions of applicable state and federal law and Alameda Health System policies.

Article 3. CIR/SEIU Security

A. Notice of Recognized Association

AHS shall give a written notice to persons newly employed in the bargaining unit, which shall contain the name and address of the employee organization recognized for such unit, the fact that CIR/SEIU is the exclusive bargaining representative for the employee's unit and classification, and a reference to the electronic version of the current Memorandum of Understanding posted to the Alameda Health System website.

B. New Employee Orientation

CIR/SEIU shall be provided with 30 minutes before the start of the New Employee Orientation to address its members. Residents will be advised that the required start time for NEO encompasses the Union's 30-minute presentation time.

C. Employee Lists

Thirty (30) days following the ratification of this Agreement, and on a weekly basis thereafter, AHS will provide CIR/SEIU with an electronic list of: Full Name, Employee ID, Bargaining Unit, Job Title, Status, Department, Work Location, Work Email Address, Home Address, Home Phone Number, Date of Hire, Seniority Date, FTE, Rate of Pay, and Pay Step.

AHS will provide CIR/SEIU with an electronic list of all incoming Residents, containing each Resident's full name, residency program, personal email address, home address, and cell phone number, by April 30 of each year, and a list of all departing residents by July 31 of each year.

D. Union Dues Deduction

1. AHS and CIR/SEIU shall comply with federal and state law in the deduction and remittance of membership dues and fees.
2. CIR/SEIU shall certify to AHS in writing the dues required for Union membership. Any changes in the amounts to be deducted for CIR/SEIU dues shall be certified to AHS, in writing, at least forty-five (45) calendar days prior to the effective date of such change. Where accomplishing changes in the dues amounts results in associated costs (machine, programming, etc.) such costs shall be paid by the Union. The Hospital shall provide the Union with estimated costs and estimated time of completion. The Union shall pay the agreed-upon costs before the Hospital makes the changes.
3. Where applicable and in accordance with state and federal law, AHS will deduct membership dues effective the pay period following receipt of appropriate notice that an employee covered by this Agreement is a member of the Union.
4. Deduction and remittance of membership dues shall be in accordance with payroll procedures in place at the time the deduction is made, unless there are insufficient net earnings in that period to cover said deduction.

E. Political Action Committee

In the event that the Union designates a specific Political Action Committee ("PAC") in writing, AHS agrees to honor an employee's agreement to make voluntary contributions to the Union's political education and action fund when such assignments are submitted by the Union to AHS. AHS will remit such contribution to the Union. It is understood by all parties that such contribution will be on an individual and voluntary basis.

1. Employees may revoke such authorizations at any time on written notice to AHS.
2. The Union is responsible for obtaining check-off authorization from each employee who wishes to have a voluntary payroll deduction.
3. The Union shall reimburse the facility for the costs of administering the payroll deduction.

F. Hold Harmless

CIR/ SEIU shall indemnify and hold AHS, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the deduction of Union dues and/or PAC provisions herein. In no event shall AHS be required to pay from its own funds, CIR/SEIU dues, PAC contributions or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

Article 4. Access

A.

AHS shall provide reasonable bulletin board space to CIR/SEIU for its use to communicate with its members, but no more than one bulletin board shall be required at each hospital.

B.

Any authorized representative of CIR/SEIU shall have the right to contact individual employees during business hours on matters within the scope of representation providing arrangements have been made with GME leadership and that such contact will not disrupt the business of the hospital.

Article 5. Salaries

A.

In accordance with Program guidelines, House Officers shall progress through PGY levels.

B. Effective Date of Salary Increases

Wage increase referenced throughout this agreement are effective on the date indicated or the start of the first, full pay period following the date when the date provided is not the begin date of the relevant pay cycle.

C. Salary Increases

1. Fiscal Year 2025-26

   Effective the first pay period following November 30, 2025, AHS shall apply a 5.5% range adjustment to all CIR-SEIU classifications, and a 2% equity adjustment for PGY1 staff.

2. Fiscal Year 2026-2027

   Effective the first pay period following November 30, 2026, AHS shall apply a 4% range adjustment to all CIR-SEIU classifications.

3. Fiscal Year 2027-2028

   Effective the first pay period following November 30, 2027, AHS shall apply a 4% range adjustment to all CIR-SEIU classifications.

D. Chief Resident Differential

1. Chief Residents in Emergency Medicine and OMFS shall receive an additional salary supplement of $4,000 per year in their first paycheck as Chief Resident, each year of this MOU. This will apply to up to three (3) Chief Residents in Emergency Medicine and up to three (3) Chief Residents in OMFS.
2. Effective the first pay period following November 30, 2025, Internal Medicine Chief Resident salaries shall be increased to $144,000 per annum, plus agreed wage adjustments in Section C, above.

E. Sign on Bonus

1. No later than 60 (sixty) calendar days following the start date of a newly appointed Resident or Intern, newly appointed Residents and Interns shall be eligible to receive a onetime, non-base building lump sum in the amount of $2,250, which is subject to any appropriate and legally required taxes and payroll deductions.
2. Such sign on bonus shall be available to a Resident/Intern only once over the course of a Resident/Interns tenure with AHS.

Article 6. Bilingual Pay

I. Except as provided below, AHS may modify or amend the Bilingual Pay program and/or program requirements at AHS. Before any such changes occur, AHS shall provide the Union with 30 days' notice and, upon request of the union, meet to discuss any modifications or amendments to the program.

II. Qualified Bilingual Staff – Application Process

A. In accordance with QBS program rules and guidelines, an employee seeking QBS certification shall request from their supervisor approval to take the QBS proficiency exam in an available language. The Supervisor shall approve the application if:

1. The employee has not taken the exam more than once in the 12 (twelve) months preceding the request; and
2. The language that the Employee is seeking certification in is one that is used in the department.

B. Compensation

An Intern/Resident who passes the QBS language proficiency assessment will be certified and receive the following stipend, effective the first pay period

following AHS's determination that the House Staff Officer passed the assessment:

1. QBS certification in one language: $45 per pay period
2. QBS Certification in more than one (1) language: $50 per pay period

Article 7. Health, Dental and Vision Benefits

A. General Conditions

Eligible employees may participate in a number of benefit programs (health, dental, and vision) generally available to other policy-covered staff employees of the Hospital.

B. Open Enrollment

Alameda Health System provides an open enrollment period during which eligible employees may elect to change plan or coverage options. Open enrollment provides an opportunity for employees to change coverage. The costs of each plan and plan availability may change from year to year.

C. Health and Welfare Programs

1. The Hospital may, at its option, alter its health and welfare programs. Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, changing the carrier for established plans or programs, changing the administrator of such plan, or altering employee and Hospital monthly rates of contribution. However, the Hospital will notify the Union of any such changes, prior to their implementation or taking effect, and, upon request, meet to discuss the alterations the Union was advised of. In no event shall these discussions delay implementation of the Hospital's objectives.
2. During the term of the MOU, employee's share of monthly premium costs for all coverage categories of "Employee Only," "Employee +1," and "Employee +2 or more" shall remain $0 for at least one health plan.
3. When any one of the exceptions outlined in Section C.2., above are met, the Hospital agrees to meet and confer with respect to the proposed change(s) only, provided CIR serves upon AHS's Director of Labor Relations, written notice of its intent to negotiate over the identified exceptions in Section C.2. within 30 (thirty) calendar days from the date on which the Hospital issued its written notice of the proposed change(s).

4. Costs that exceed current Hospital contributions, and employee costs for plans to which the Hospital does not contribute, are to be paid by employees, normally through payroll deduction.

5. Resident and Intern Wellness Benefit

   A. In order to support ongoing access to one-on-one mental wellness support services, employees are eligible for up to twelve (12) confidential therapy or counseling sessions each calendar year, from a panel of vetted providers. AHS will pay the full cost of these sessions from the panel of vetted providers.

   B. Employees who are already in the care of a mental health provider may submit a request to have that provider approved for the benefit by GME management. Employees must submit a letter from their provider attesting that the employee is in their care for mental wellness services and that the care is not being covered through the employee's health insurance. Upon approval, employees may submit receipts for reimbursement for up to $160 per session for up to twelve (12) sessions. Employees are not eligible for such reimbursement if their health plan provides reimbursement or covers care with their provider of choice.

   C. AHS will provide opt-out visits with a psychologist for all incoming residents each year during onboarding, effective June 1, 2023.

   D. AHS will continue to provide counseling sessions with a staff psychologist to residents.

6. Fertility Benefits:

   a. AHS shall make monthly contributions for the purpose of providing each bargaining unit employee with Elective Fertility Preservation benefits to the Voluntary Hospitals House Staff Benefits Plan ("VHHSBP"). The contributions shall commence on the first day of the month following 60 days after the ratification of the Agreement at the rate set by the VHHSBP Trustees (currently $50 per month per bargaining unit employee).

   b. AHS shall furnish VHHSBP with a list of bargaining unit employees and the following information each year on or before July 15:
      1) Last Name (family name)
      2) First Name
      3) Middle Name (if any)
      4) Social Security Number
      5) Current PGY Level
      6) Date of Hire
      7) Department

8) Street Address
9) City
10) State
11) Zip Code
12) Email Address
13) Home/Cell Phone Number
14) Date of Birth

c. AHS shall make monthly payments to the VHHSBP within 30 days of each month for which contributions are due.

Article 8. Disability Insurance/Worker's Compensation

A. Disability Insurance

1. AHS shall deduct $10.00 per pay period, from employees' pay, through payroll deduction and remit such deductions, on a monthly basis, to CIR/SEIU for a disability plan for all its members covered by this Memorandum of Understanding. CIR/SEIU is the holder, administrator, and fiduciary of this policy. CIR determines eligibility for the insurance.

2. CIR/SEIU shall notify AHS of any change in the premium rate as soon as possible but no later than 60 days prior to such change. Either party may initiate a meeting to discuss proposed changes in the premium rate.

3. Hold Harmless

   CIR/ SEIU shall indemnify and hold AHS, its officers and employees, harmless from any and all claims, demands, suits, or any other action arising from the deduction of the disability insurance provisions herein. In no event shall AHS be required to pay from its own funds CIR/SEIU insurance premiums which the employee was obligated to pay, but failed to pay, regardless of the reasons.

B. Workers' Compensation

1. Resident Physicians shall be covered under AHS's Workers' Compensation.

2. **Industrial Sick Leave Supplement**

   If an employee is incapacitated by sickness or injury received in the course of his/ her employment by AHS, such employee shall be entitled to pay as provided herein.

   a. **Amount and Duration of Payment**. Employees shall be entitled to receive supplemental industrial sick leave with pay commencing with the fourth (4th)

calendar day of such incapacity equal to the difference between 70 percent of his/ her normal salary and the amount of any Workers' Compensation temporary disability payments to which such employee is entitled during such incapacity, but not for a period exceeding one hundred eighty (180) calendar days from the date of sickness or injury resulting in the disability. Following one hundred eighty (180) calendar days, cumulative sick leave may be granted to supplement temporary disability payments to provide the disabled employee a total of 70 percent of salary (the amount of sick leave necessary for this purpose is computed in each case by the AHS Finance Office). In the event that the period of such incapacity shall exceed 14 calendar days, the employee so incapacitated shall be granted supplemental industrial sick leave with pay at the rate of 100 percent of his/ her normal salary for the first three (3) calendar days of such incapacity. If the period of such incapacity shall not exceed 14 calendar days, the employee so incapacitated will be eligible to receive regular sick leave pay for scheduled work days as provided in Section 15.A. for the first three (3) work days of such disability.

b. **When Payments Shall Be Denied**. Notwithstanding the foregoing provisions of this Section, however, such payments shall not be made pursuant to this Section to an employee:

   i. who does not apply for or who does not receive temporary disability benefits under the Workers' Compensation Law;

   ii. whose injury or illness has become permanent;

   iii. whose injury or illness, although continuing to show improvement, is unlikely to improve sufficiently to permit the employee to return to work in his/her position;

   iv. who is retired on permanent disability or pension;

   v. who unreasonably refuses to accept other AHS employment for which he/ she is not substantially disabled;

   vi. whose injury or illness is the result of failure to observe AHS health or safety regulations or the commission of a criminal offense;

   vii. whose injury or illness has been aggravated or delayed in healing by reasons of the failure of the employee to have received medical treatment or to have followed medical advice, except where such treatment or advice has not been sought or followed by reason of the religious beliefs of the employee; and

viii. whose injury or illness is a recurrence or re-injury of an earlier job-related injury or illness, or is contributed to by a susceptibility or predisposition to such injury or illness related to an earlier job- related injury or illness.

C.

Employees receiving industrial sick leave with pay shall maintain and accrue all benefits to which they are entitled under this Memorandum of Understanding at 100 percent of their regular schedule immediately preceding an industrial injury or illness.

Article 9. Meals

A.

In accordance with AHS guidelines and policies, AHS shall provide free hot meals to resident physicians while resident physicians are on duty.

B.

The daily meal allowance shall be capped at $35 per day.

C.

If the AHS cafeteria is closed during regular business hours (including holidays) and there are no or insufficient quantities of hot meals provided by GME, the resident shall be reimbursed for up to $35/shift.

D.

If the resident is at another site that does not give a meal allowance of up to $35/ day, AHS will reimburse residents for out-of-pocket meal expenses up to $35 a day, less any meal allowance provided by the other site. Alcoholic beverages shall not be eligible for reimbursement. It is understood that reimbursement should be used for nourishment during a shift, and should not be used for group meals after a shift. Requests for reimbursement must be submitted prior to the termination of each resident's employment.

E.

AHS will make a good faith effort to negotiate $35/day meal stipends for AHS residents at all external rotation sites, to be provided by those external sites.

F.

Purchases in excess of the established limit ($35/day) will be paid by the employee at the time of purchase.

G.

This meal allowance is non-transferable and for the sole use of the resident. However, Resident physicians may give their ID cards to co-workers to purchase food from the cafeteria, using their linked accounts, without being physically present in the cafeteria. Cafeteria staff shall accept cards from resident physicians who are not physically present. AHS and the cafeteria shall not be liable for any misuse of funds from accepting the badge IDs of residents who are not physically present.

H. Night Shift Nourishment

Nourishments will be provided for the night shift at the rate of $100 total for all residents per night. If there is an insufficient quantity of food available, residents are able to order hot meals for delivery up to $35 per shift per individual.

I.

Preferences on nourishments must be made known to Food and Nutrition by the 25th of the month for the succeeding month on a form to be supplied by the department. If there is no such feedback from residents, Food and Nutrition will continue the previous month's nourishment menu selection.

Article 10. Uniforms and Laundry

A.

AHS will, through reasonable means and to the extent practicable, ensure the availability of while coats in a range of appropriate sizes. AHS shall launder the white coats at no cost to the intern or resident.

B.

AHS will also provide and launder scrubs to all residents who desire to wear them. Any scrubs provided will remain the property of AHS and shall not be removed from AHS premises. Residents will be allotted a minimum of 5 scrub credits. Residents will be charged for the cost of any unreturned scrubs at the conclusion of their employment with AHS.

Article 11. Malpractice Insurance

AHS will provide professional liability coverage for employees acting within the course and scope of employment with AHS, in accordance with California Government Code Sections 825, 995, and related sections.

Article 12. Benefits Not Provided

Employees are not included in the AHS retirement system. Employees are not eligible for overtime pay but are eligible for premium pay as set forth in Article 14, ("Holidays"), Section 13.D ("Time Off Allowance"), Section 13.E. ("Personal Leave"), Article 16 ("Off Duty Time"), and Article 20 ("On-call Nights").

Article 13. Leaves of Absence

A. General Provisions

Subject to the provisions of this Article and any applicable law, leaves of absence may be with or without pay, may be for medical purposes and/or non-medical reasons, and are subject to the approval of the AHS.

1. **Definitions**

   a. Non-medical leaves of absence, with or without pay, include: Family and Medical Leave ("FML") taken for certain purposes (to care for a family member with a serious health condition, Parental Leave, Military Caregiver Leave, and Qualifying Exigency Leave), as well as leave for jury or witness duty, voting, or any other legal obligations.
   b. Medical Leaves with or without pay, include: FML taken because of the employee's own serious health condition or the employee's pregnancy disability, Pregnancy Disability Leave (whether or not it qualifies as FML), and Disability Leave.
   c. FMLA is the federal Family and Medical Leave Act of 1993.
   d. CFRA is the California Family Rights Act of 1995.
   e. PDLL is the California Pregnancy Disability Leave Law, which is part of the California Fair Employment & Housing Act.

2. **Resident/Fellow Leave Entitlement**

   a. Residents, without regard to length of service with AHS, are entitled to no less than one medical, parental, or caregiver leave of absence for a qualifying reason (as defined in §B below) during their residency period. Such leave shall be subject to the provisions of this Section A.2.
   b. Each qualifying event for parental leave (each individual birth event or adoption event) shall qualify residents for a leave of absence.
   c. Sixty (60) days in advance or as soon as feasibly possible, Residents shall notify the Program Director and Program Manager/Coordinator in writing of the need for a medical, parental or caregiver leave of absence.

d. The request shall include approximate length of time off needed and any supporting documentation (i.e., letter from health care provider stating specific time off is needed) that may be helpful in making the decision to approve leave. There is no need to disclose any confidential information in request of leave.
e. The Program Director shall render a decision on leave approval in writing to the resident or fellow within 30 days of the written request.
f. Program Directors shall use the eligibility criteria in §B below, with the exception that eligibility begins on the first day of employment.
g. If leave is approved, the approval decision shall be accompanied by information on the impact the leave of absence will have on the criteria for satisfactory completion of the program and eligibility to participate in examination by the relevant certifying board(s).
h. Residents taking approved medical and caregiver leaves will be compensated at 100% of their regular salary for the first 6 weeks, at least once during their time in GME program. Residents are entitled to 8 weeks of parental leave, compensated at 100% of their regular salary, for each qualifying event. Employees who are eligible for disability insurance benefits must apply for such benefits, and AHS shall supplement those payments to ensure the resident receives 100% of their regular salary.
i. Residents may also use any available sick leave to extend the paid period of their leave.
j. Residents taking approved medical, parental and caregiver leaves are also eligible for an additional week paid of leave at a separate time than the first 6- week leave in the event of a setback, complication, etc. of the original issue that necessitated the original leave request.
k. Health and disability insurance benefits for residents and fellows and their eligible dependents will continue during any approved medical, parental or caregiver leave of absence. l. Leave requests and decisions shall be kept on file in Resident House Staff Record. If a request for leave is denied, such decision is subject to grievance procedure of this MOU.

3. **Use Of Family And Medical Leave (FML) Entitlement**

a. If an employee eligible for FML takes a leave for an FML-qualifying reason (as defined in §B. below), the absence from work shall be deducted from the employee's FML entitlement.
b. If an employee is ineligible for FML or has exhausted her/his calendar year entitlement and requests leave for a serious health condition that would qualify as a disability, an approved disability leave of absence may be provided for the

period(s) an eligible employee is absent from work for verifiable medical reasons as provided in §C. and §D. of this Article.

4. **Benefit Eligibility While On Leave Without Pay**

   a. Special Benefit Eligibility For FML and PDLL Leaves – A benefits-eligible employee shall have AHS-provided health benefits continued for the period of the FML Leave in accordance with §B.1.h. of this Article.
   b. An approved leave without pay shall not be considered a break in service.
   c. A benefits-eligible employee on an approved leave without pay other than an FML Leave may elect to continue AHS-sponsored insurance coverages (as determined by plan documents and/or regulations) for the period of the leave by remitting the entire premium amount due for the period of the approved leave, in accordance with the provisions of the applicable plan(s). Regulations of the retirement systems determine the effects of leave without pay on retirement benefits. See §B.1.h., below for benefit eligibility when an employee is on an unpaid FML Leave.

5. **Requests For Leave**

Except as provided under §B.1.e. – Family and Medical Leave (FML)/Notification below, requests for leaves of absence and extensions, with or without pay, shall be submitted in writing to AHS through the Absence Management vendor. Such requests shall be submitted sufficiently in advance of the requested leave date to provide AHS time to assess the operational impact of granting the request. All requests for leaves of absence shall contain the requested beginning and end date of the leave, and any additional information as required.

6. **Duration**

   a. The start date of the leave, the terms of the leave and the date of return from the leave are determined when the leave is granted, and shall be communicated to the employee, in accordance with the provisions of this Article. For leaves other than FML, written confirmation shall be provided when AHS determines such confirmation is appropriate. For leaves that are FML, see §B.1.c., below.
   b. No employee with a predetermined appointment end date or predetermined date of separation shall be granted a leave of absence beyond her/his appointment end date or the predetermined date of separation.

7. **Return To Work**

   a. Except as provided in §B. – Family and Medical Leave (FML), §C. – Pregnancy Disability Leave, and Article 26 – Military Leaves, an employee who has been granted an approved leave with or without pay shall be reinstated to the same

or a similar position in the same department upon expiration of the leave, in accordance with applicable law. An employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave.

b. Failure to provide a medical release to return to work, as required in §B.1.i.(1)(b). and §D.3., below, may result in the delay of reinstatement until the employee submits the required medical release certification.

c. An employee who has exhausted her/his original leave entitlement and who has been granted additional leave under another section of this Article shall be reinstated in accordance with the provisions of the section under which the additional leave was granted. The employee shall be advised in writing of his/her reinstatement rights, at the time the additional leave is granted.

d. An employee who fails to return to work from a leave of absence on the approved anticipated date of return or any approved extension thereof shall be considered to have abandoned her/his job.

B. Family And Medical Leave (FML)

An employee who is eligible for Family and Medical Leave (FML) and has not exhausted her or his FML entitlement for the leave year, as discussed below, may take FML for any of the following six reasons, as described in greater detail in this Section below:

- Due to the employee's own serious health condition(§B.2.)
- To care for a family member with a serious health condition (§B.3.)
- As Pregnancy Disability Leave (§B.4.)
- As Parental Leave (§B.5.)
- As Military Caregiver Leave (§B.6.)
- As Qualifying Exigency Leave (§B.7.)

FML is unpaid leave, except as otherwise provided in §B.1.g., below.

1. **General Provisions for FML**

   a. **Definitions**

      1) **"Child"** means a biological child, adopted child, foster child, stepchild, legal ward, or child for whom the employee stands in loco parentis; provided that the child is either under 18 years of age or incapable of self-care because of a mental orphysical disability.

      2) **"Parent"** means a biological parent, foster parent, adoptive parent, stepparent, legal guardian or individual who stood in loco parentis to the employee

when the employee was a child. "Parent" does not include the employee's grandparents or mother-in-law or father-in- law unless they stood in loco parentis to the employee when the employee was a child.

3) **"Registered domestic partner"** means domestic partners who have registered with the State of California.

4) **"Spouse"** means a partner in marriage.

5) **"Serious health condition of an employee"** is an illness, injury, impairment, or physical or mental condition, that renders the employee unable to perform any one or all of the essential functions of the employee's position and involves one of the following:

   a) inpatient care in a hospital, hospice, or residential medical care facility, or

   b) continuing treatment by a health care provider for:

      i. a period of incapacity of more than three (3) consecutive calendar days, or

      ii. any period of incapacity or treatment due to a chronic serious health condition, or

      iii. any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.

   c) An employee's disability or work-related injury or illness may constitute a serious health condition.

6) **"Serious health condition of a family member of an employee"** is an illness, injury, impairment, physical or mental condition of the employee's child, parent, spouse, or same- or opposite-sexdomestic partner that requires the participation of the employee to provide supervision or care (which includes psychological comfort) during the period of the family member's treatment or incapacity.

7) **"Health Care Provider"** is an individual who is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; a podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to the treatment of the spine to correct a subluxation as demonstrated by x-ray to exist), physician assistant, nurse practitioner or nurse mid-wife performing within the scope of her/his duties as defined under State Law; a Christian Science practitioner; or any

health care provider that the employee's health plan carrier recognizes for purposes of payment.

b. **Eligibility Criteria for FML**

1) Employees who have at least twelve (12) cumulative months of AHS service, and have worked at least 1,250 hours of actual service (as defined below) during the twelve (12) month period immediately preceding the commencement of the leave are eligible for and shall be granted up to a total of twelve (12) workweeks of FML Leave in the rolling 12-month period measured backwards from the date the employee's leave commences, except as otherwise provided in this Article. If the employee is taking FML as Military Caregiver Leave, the employee shall be eligible for up to twenty-six (26) workweeks of leave in a single 12-month leave period. For the purposes of this Article and §B. only, all prior AHS service, including service with the Department of Energy Laboratories, shall be used to calculate the twelve (12) month service requirement.

2) "1,250 Hours Of Actual Service" is time actually spent at work and does not include any paid time off, such as Sick Leave or holidays not worked. However, for employees granted military leave, all hours that would have been worked had the employee not been ordered to military duty shall be used to calculate the 1,250 actual hours of work requirement.

c. **Duration of Leave**

FML shall not exceed twelve (12) workweeks in any rolling 12-month period measured backwards from the date the employee's leave commences, except when it is used for Pregnancy Disability Leave or Military Caregiver Leave. If the employee is taking FML for Military Caregiver Leave, the employee shall be eligible for up to twenty- six (26) workweeks of leave in a single 12-month leave period.

For the purposes of FML, twelve (12) workweeks is equivalent to four- hundred eighty (480) hours of scheduled work for full-time employees. While the use of FML need not be consecutive, in no event shall an employee's aggregate use of FML exceed a total of twelve (12) workweeks within a calendar year (or 26 workweeks in the single 12-month leave period if the employee is taking FML as Military Caregiver Leave).

1) **Hourly Conversion for Part-time or Alternately Scheduled Employees:** For employees who work part-time, the number of FML hours for which the employee is eligible shall be adjusted in accordance with her/his normal

weekly work schedule. An employee whose schedule varies from week to week is eligible for a pro-rated amount of FML based on her/his hours worked over the twelve (12) months immediately preceding the leave.

2) Any leave taken by an eligible employee that qualifies as FML will be designated as such by AHS and will be counted against the employee's leave entitlement whether the leave is paid or unpaid. Such deductions will be made in increments that correspond to the amount of leave time actually taken by the employee (which could be weeks, days, hours, and/or partial hours).

3) If the employee has exhausted her/his entitlement to FML Leave, s/he may apply for additional leave pursuant to this Article.

d. **Forms in Which FML May Be Taken**

FML generally may be taken as a block leave or, in certain circumstances discussed below, on an intermittent or reduced schedule basis.

1) **Employee Requests for FML on an Intermittent or Reduced Schedule Basis**

When medically necessary and supported by medical certification, AHS shall grant an eligible employee's request for FML for the employee's serious health condition, to care for a family member with a serious health condition, or as Military Caregiver Leave on an intermittent or reduced schedule basis, including absences of less than one (1) day. When granted, AHS will count only the time actually spent on the intermittent leave or reduced work schedule toward the employee's FML entitlement for the applicable year.

An employee may take FML for Qualifying Exigency Leave on an intermittent or reduced schedule basis.

For requests to take FML as Parental Leave on an intermittent or reduced schedule basis, see §B.5.d., below.

2) **Temporary Transfer to Accommodate Intermittent Leave or Reduced Work Schedule**

When the employee requests FML on an intermittent or a reduced schedule basis due to the planned medical treatment for the employee's serious health condition or the serious health condition of a family member, AHS may, at its sole discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates the employee's recurring need for leave. Such alternative

position shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

e. **Notification**

1) If the employee learns of the event giving rise to the need for FML more than thirty (30) calendar days in advance of the leave's anticipated initiation date, the employee shall give AHS at least thirty (30) calendar days notice of the need for leave. An employee who fails to give thirty (30) days' notice for a foreseeable leave without any reasonable excuse for the delay, may have the FML leave delayed until thirty (30) days after the date on which the employee provides notice.

a) If the need for leave is foreseeable due to the planned medical treatment of the employee (due to the employee's serious health condition or pregnancy disability) or the planned medical treatment of the employee's family member with a serious health condition, the employee shall make reasonable efforts to schedule the treatment so as to not unduly disrupt AHS's operations, subject to the approval of the health care provider.

b) If the need for leave is unforeseeable or actually occurs prior to the anticipated date of foreseeable leave, the employee shall provide AHS with as much notice as practicable and, at a minimum, comply with AHS' normal call-in or notice procedures.

2) AHS shall determine whether the employee meets the eligibility requirements and qualifies for an FML Leave and shall, within five (5) days of that determination, notify the employee whether the leave is designated or provisionally designated as FML Leave. The start date of the leave, the terms of the leave and the date of return from the leave are determined when the leave is granted.

3) Extensions to an FML Leave may be granted, up to the aggregate maximum of twelve (12) workweeks in a calendar year (or 26 workweeks in a single 12-month leave period if FML is being taken as Military Caregiver Leave). If an employee's need for leave continues after her or his FML entitlement has been exhausted, the employee may be eligible for a Disability Leave in accordance with §D. of this Article.

f. **Certification and Other Supporting Documentation**

1) **Certification When FML is Taken for the Employee's Own Serious Health Condition**

When FML is requested for the employee's own serious health condition, AHS may, at its discretion, require that an employee's request for leave be supported by written certification issued by the employee's health care provider. When certification is required by AHS, the employee shall be so advised in writing.

Certification may be provided by the employee on a form given to the employee by AHS and shall, regardless of the format in which it is provided, include:

a) a certification that the employee has a serious health condition as defined in §B.1.a.(4)., above, and

b) a statement as to whether the employee is unable to perform any one or more of the essential assigned functions of the position, and

c) the date on which the employee's serious health condition began, if known, the probable duration of the condition and the employee's probable date of return, and

d) whether it will be medically necessary for the employee to take leave intermittently or to work on a reduced work schedule, and if so, the probable duration of the need for such schedule, and,

e) if the condition will result in periodic episodes of incapacity, an estimate of the duration and frequency of episodes of incapacity.

2) **Certification When FML Is Taken to Care for the Employee's Family Member with a Serious Health Condition**

When FML is requested so that the employee may care for a family member with a serious health condition, AHS may, at its discretion, require that an employee's request for leave be supported by written certification issued by the family member's health care provider. When certification is required by AHS, the employee shall be so advised in writing.

Certification may be provided by the employee on a form given to the employee by AHS and shall, regardless of the format in which it is provided, include:

a) certification that the employee's family member has a serious health condition as defined in §B.1.a.(5)., above, and

b) a statement that the family member's serious health condition warrants the participation of the employee to provide supervision or care (which

includes psychological comfort) during the period of the family member's treatment or incapacity, and

c) whether the employee's family member will need supervision or care over a continuous period of time, intermittently, or on a reduced schedule basis; the leave schedule the employee will need in order to provide that supervision or care; and the probable duration of that need for leave.

In addition, the employee will be required to certify either on the same form or separately what care s/he will provide the family member and the estimated duration of the period of care.

3) **Certification When FML Is Taken for Military Caregiver Leave**

When Military Caregiver Leave is requested, the employee may be required to provide a certification completed by an authorized health care provider of the covered servicemember, which includes health care providers affiliated with the Department of Defense, the Veterans Administration, and TRICARE, as well as any health care provider (as defined in §B.1.a.(6)., above) who is treating the covered servicemember. The certification should provide information sufficient to establish entitlement to Military Caregiver Leave, including information establishing that the servicemember is a covered servicemember for purposes of Military Caregiver Leave and that she or he has a covered relationship with the employee, as well as an estimate of the leave needed to provide the care. When the covered servicemember is a covered veteran, the employee may be required to provide information establishing her or his veteran status, the date of separation from the Armed Forces, and that separation was other than dishonorable.

4) **Certification When FML Is Taken for Qualifying Exigency Leave**

When Qualifying Exigency Leave is requested, an employee may be required to provide a copy of the military member's active duty orders. Employees may also be required to provide certification of: 1) the reasons for requesting Qualified Exigency Leave, 2) the beginning and end dates of the qualifying exigency, and 3) other relevant information.

5) **Confirmation of Family Relationship**

AHS may, at its sole discretion, require that an employee complete a Declaration of Relationship form to certify her/his relationship with the child when the employee is requesting FML as Parental Leave or to certify his/her relationship with the family member when the employee is requesting FML to care for a family member with a serious health condition. The

employee's failure to provide a completed Declaration of Relationship form within fifteen (15) calendar days of AHS's written request may result in discontinuance of the leave until the required documentation is provided. If the employee fails to provide the completed Declaration of Relationship form within a reasonable time as requested, FML leave will be denied.

6) **Questioned Medical Certifications**

Should AHS question the validity of the employee's certification for her/his own serious health condition, AHS may, at its sole discretion, require that the employee obtain a second medical opinion from a second health care provider selected by AHS. Should the second medical opinion differ from the opinion of the employee's own health care provider, AHS may, at its sole discretion, require a third medical opinion from a third health care provider, jointly selected by the employee and AHS. AHS shall bear the cost of the second and third opinions, and the third opinion shall be final.

7) **Additional Certification and/or Recertification**

If additional FML is requested beyond the period supported by the certification previously provided or the circumstances of the leave have changed, AHS may, at its sole discretion, require the employee to obtain recertification. Such requests for subsequent certification and/or recertification shall be in writing. If certification and/or recertification is required, the employee shall return the certification within fifteen (15) calendar days of AHS's request, where practicable.

8) **Failure to Provide the Requested Certification and/or Recertification**

An employee's failure to provide the certification and/or recertification for a foreseeable leave other than Pregnancy Disability Leaves within the requested time may result in delay of the leave until the required certification is received. An employee's failure to provide certification for an unforeseeable leave other than Pregnancy Disability Leave within the requested time period may result in discontinuance of the leave until the required certification is provided. If the employee fails to provide certification or recertification within a reasonable time as requested, FML Leave will be denied.

If the employee fails to provide a complete and sufficient certification and/or re-certification, the employee shall be given fifteen (15) calendar days to perfect the certification and/or recertification. Failure to perfect an incomplete

or insufficient certification and/or recertification within the requested time period may result in delay of the leave or discontinuance of the leave until the required certification and/or recertification is provided. If the employee fails to provide a complete and sufficient certification and/or recertification, FML will be denied.

g. **Use of Accrued Paid Leave**

FML Leave is unpaid, except for the use of Sick Leave, as provided in this Article.

1) An employee on FML for her/his own serious health condition shall use all accrued Sick Leave prior to taking leave without pay.

2) An employee on FML to care for a family member with a serious health condition or taking FML as Military Caregiver Leave may use Sick Leave prior to taking leave without pay.

3) An employee taking FML as Qualifying Exigency Leave shall be on a leave without pay.

h. **Continuation of Health Benefits**

An eligible employee who is on an approved FML shall be entitled to continue participation in health plan coverage (medical, dental, and vision) as follows:

1) When the employee is on FML that runs concurrently under the Family and Medical Leave Act (FMLA) and the California Family Rights Act (CFRA): Continued coverage for up to twelve (12) workweeks in a calendar year.

2) When the employee is on a Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single twelve-month period. For purposes of Military Caregiver Leave, the "single twelve-month period" is the period beginning on the first day the employee takes the leave and ending twelve (12) months after that date.

3) When the employee is on a Qualifying Exigency Leave under the FMLA: Continued coverage for up to twelve (12) workweeks in a calendar year.

4) When the employee is on a Pregnancy Disability Leave under the California Pregnancy Leave Law, regardless of whether any of the leave runs concurrently with the FMLA: Continued coverage for up to four (4) months in a twelve-month period. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion

of the leave will count towards the employee's FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar year.

5) When the employee is on FML under the CFRA that does not run concurrently under the FMLA (e.g., Parental Leave): Continued coverage for up to twelve (12) workweeks in a calendar year.

i. **Return from FML**

1) **Required Notice and Documentation**

a) The employee shall provide reasonable notice to her/his employing department of her/his anticipated return to work.

b) An employee returning from FML for her/his own serious health condition must provide a written medical release to return to work prior to returning to work. AHS may delay restoring the employee to employment or terminate the employee without such certificate. For returns after Pregnancy Disability Leave, see §C.4.e., below.

c) The employee who has been medically released to perform the essential assigned functions of her/his job, shall be reinstated in accordance with the provisions of §B.1.i.(2)., below.

d) Failure to provide a medical release to return to work may result in the delay of reinstatement until the employee submits the required medical release certification.

2) **Reinstatement Rights**

When an employee has been granted an approved FML for any purpose other than Pregnancy Disability and returns within twelve(12) workweeks of the initiation of the leave (or within 26 workweeks if the FML was taken for Military Caregiver Leave), s/he shall be reinstated to the same or an equivalent position upon expiration of the leave. For an employee's return to work rights after Pregnancy Disability Leave, see §C.5., below. An employee has no greater right to reinstatement than if he or she had been continuously employed rather than on leave. No employee with a predetermined appointment end date or predetermined date of separation shall be granted a leave of absence beyond her/his appointment end date or the predetermined date of separation. An employee who has been granted an FML for her/his own serious health condition, may be required by AHS to provide a written medical release to return to work prior to her/his return to work.

2. **FML for Employee's Serious Health Condition**

FML for the employee's own serious health condition is leave taken when the employee's own "serious health condition," as defined in §B.1.a.(4). above, renders the employee unable to perform any one or more of the essential functions of the employee's position.

3. **FML to Care for Employee's Family Member with a Serious Health Condition**

   FML to care for a family member with a serious health condition is leave to care for the employee's child, parent, spouse or same or opposite sex domestic partner who has a "serious health condition," as defined in §B.1.a.(5)., above.

4. **FML as Pregnancy Disability Leave**

   When an employee who takes Pregnancy Disability Leave pursuant to §C., below is eligible for FML, her Pregnancy Disability Leave will be counted against her FML entitlement under the FMLA as well as her Pregnancy Disability Leave entitlement under PDLL.

5. **FML as Parental Leave**

   FML taken as Parental Leave is leave taken to bond with the employee's newborn or a child placed with the employee for adoption or foster care or to attend to matters related to the birth, adoption, or placement of the child. The following special provisions apply to Parental Leave:

   a. **Time Limit for Parental Leave**

      Parental leave must be initiated and concluded within one (1) year of the birth or placement of the child with the employee.

   b. **Eligibility for Parental Leave**

      An employee taking Parental Leave must meet the eligibility requirements for FML set forth in §B.1.b., above, except when the employee is taking Parental Leave immediately following an FML taken as Pregnancy Disability Leave. In those circumstances, an employee who was eligible for FML under the FMLA at the beginning of her Pregnancy Disability Leave shall be granted a Parental Leave under CFRA for up to twelve (12) workweeks after her Pregnancy Disability Leave, provided that she has not exhausted her FML entitlement under CFRA for that leave year.

   c. **Advance Notice**

      The employee shall request Parental Leave sufficiently in advance, if possible, of the expected birth date of the child or placement of a child for adoption or

foster care, in order to allow AHS to plan for the absence of the employee, but the employee shall not be required to provide more than thirty (30) days advance notice. The anticipated date of return from Parental Leave shall be set at the time such leave commences, or if requested in conjunction with an FML taken as Pregnancy Disability Leave, shall be set at the time such Pregnancy Disability Leave commences. Parental Leave, when taken because of the adoption or placement of the child with the employee could commence prior to the date of placement.

d. **Duration of Parental Leave**

Parental Leave, alone, shall not exceed twelve (12) workweeks within a calendar year as defined in §B.1.b.(1). and §B.1.c., above. However, when an FML for Parental Leave is combined with an FML for Pregnancy Disability Leave, the total FML Leave shall not exceed seven (7) months in a calendar year.

e. **Forms in which Parental Leave May Be Taken**

AHS shall grant a Parental Leave of less than two (2) weeks duration on any two (2) occasions during a calendar year. AHS, at its sole discretion, may require that any additional Parental Leave requested during this same time period be for a minimum duration of two (2) weeks, unless otherwise required by law.

6. **FML as Military Caregiver Leave**

An eligible employee may take Military Caregiver Leave to care for a family member who is a "covered servicemember" undergoing medical treatment, recuperation or therapy for a "serious injury or illness," consistent with the definitions of those terms in §B.6.b., below.

a. **Eligibility Criteria and Duration Specific to Military Caregiver Leave**

An eligible employee is entitled to up to twenty six (26) workweeks of Military Caregiver Leave during a single twelve- month (12-month) leave period. The employee must be a spouse, domestic partner, parent, son, daughter or next of kin of the covered servicemember to be eligible for this type of leave and must meet the eligibility requirements for FML set forth in §B.1.b., above.

b. **Definitions Specific to Military Caregiver Leave**

1) **"Covered servicemember" means:**

a) a current member of the Armed Forces (including a member of the National Guard or Reserves) who, because of a "serious injury or illness," is undergoing medical treatment, recuperation, or therapy; is otherwise

in outpatient status; or is otherwise on the temporary disability retired list or

2) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a "serious injury or illness."

3) **"Covered veteran"** means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves) who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes Military Caregiver Leave to care for a covered veteran.

4) **"Outpatient status"** means the status of a servicemember assigned to (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.

5) **"Serious injury or illness"** means:

   a) For a current member of the Armed Forces (including a member of the National Guard or Reserves): an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the covered servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the covered servicemember medically unfit to perform the duties of her or his office, grade, rank, or rating;

   b) For a covered veteran: an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran and is (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered her or him unable to perform the duties of her/his office, grade, rank, or rating; (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for Military Caregiver Leave; (3) a physical or mental condition that substantially impairs the covered veteran's ability to se-

cure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Programs for Comprehensive Assistance for Family Caregivers.

6) **"Parent of a covered servicemember"** means a covered servicemember's biological, adoptive, step or foster father or mother or any other individual who stood in loco parentis to the covered servicemember. The term does not include parents in law.

7) **"Son or daughter of a covered servicemember"** means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis, and who is of any age.

8) **"Next of kin"** means (a) the nearest blood relative of the covered servicemember (other than the covered servicemember's spouse, domestic partner, parent, son or daughter) or (b) the blood relative who the covered servicemember has designated in writing as her or his nearest blood relative for purposes of Military Caregiver Leave.

9) **"Single 12-month leave period"** means the period beginning on the first day the employee takes Military Caregiver Leave and ends twelve (12) months after that date. (This leave period differs from the calendar year definition of the leave year used for determining eligibility for other types of FML at AHS.

c. **Leave Entitlement**

Military Caregiver Leave is applied on a per-covered servicemember, per- injury basis. Eligible employees may take more than one (1) period of twenty-six (26) workweeks of leave if the leave is to care for a different covered servicemember or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six (26) workweeks of leave may be taken within any "single twelve-month (12-month) period."

If an eligible employee does not use all of her or his twenty-six (26) workweeks of leave entitlement to care for a covered servicemember during this single twelve-month (12-month) leave period, the remaining part of the twenty-six (26) workweek entitlement to care for the covered servicemember for that serious injury or illness is forfeited.

As with other types of FML, this leave may also be taken on an intermittent or reduced schedule basis. If the need for intermittent or reduced schedule leave is foreseeable based on the planned medical treatment of the covered servicemember, the employee may be required to transfer temporarily, during the period that the intermittent or reduced leave schedule is required, to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position.

7. **FML as Qualifying Exigency Leave**

Qualifying Exigency Leave is an additional type of FML available to eligible employees. If the military member is the spouse, domestic partner, son, daughter or parent of the employee, the employee may take Qualifying Exigency Leave to attend to any "qualifying exigency" while the military member is on covered activity duty or call to covered active duty status.

a. **Definitions Specific to Qualifying Exigency Leave**

1) **"Son or daughter on covered active duty or call to covered active duty status"** means the employee's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on covered active duty or call to covered active duty status, and who is of any age.

2) **"Covered active duty or call to covered active duty status"** means:

a) For purposes of members of the Regular Armed Forces: duty during the deployment of the member with the Armed Forces to a foreign country.

b) For purposes of a member of the Reserve component of the Armed Forces: duty during the deployment of the military member of the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to 10 U.S.C. §§12302, 12304, 12305, or 12406; 10 U.S.C. chapter 15; or any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation.

3) **"Reserve component of the Armed Forces"** include the Army National Guard of the United States, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard of the United States, Air Force Reserve and Coast Guard Reserve, and retired members of the Regular Armed Forces or Reserves who are called up in support of a contingency operation pursuant to 10 U.S.C., §§12302, 12304, 12305, or 12406; 10 U.S.C. chapter 15; or any

other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation.

4) **"Qualifying exigency"** is defined as any one of the following, provided that the activity relates to the military member's covered active duty or call to covered active duty status:

   a) Short notice deployment to address issues that arise due to the covered military member being notified of an impending call to active duty seven (7) or fewer calendar days prior to the date of deployment;

   b) Military events and activities, including official ceremonies;

   c) Childcare and school activities for a child of the military member who is either under age eighteen (18) or incapable of self-care because of a mental or physical disability at the time that Qualifying Exigency Leave is to commence;

   d) Financial and legal arrangements to address the military member's absence or to act as the military member's representative for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to active duty status and for the ninety (90) days after the termination of the military member's covered active duty status;

   e) Counseling (provided by someone other than a health care provider) for the employee, for the military member, or for the child of the military member who is either under age eighteen (18) or incapable of self-care because of a mental or physical disability at the time the Qualifying Exigency Leave is to commence;

   f) Rest and Recuperation (up to fifteen (15) days of leave for each instance) to spend time with the military member who is on short-term, temporary Rest and Recuperation leave during the period of deployment;

   g) Post-deployment activities, including (a) attendance at ceremonies sponsored by the military for a period of ninety (90) days following termination of the military member's covered active duty status and (b) addressing issues that arise from the death of the military member while on covered active duty status;

   h) Arranging for care for the parent of the military member or providing care for the parent on an urgent, immediate need basis (but not on a

routine, regular, or everyday basis), where the parent is incapable of self-care and is the biological, adoptive, step, or foster father or mother of the military member, or any other individual who stood in loco parentis to the military member when the military member was under 18 (eighteen) years of age; and

i) Additional activities related to the military member's active duty or call to active duty status when the employer and employee agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.

C. Pregnancy Disability Leave

During the period when an employee is disabled because of pregnancy, childbirth, or related medical condition, she is entitled to and AHS shall grant her request for Pregnancy Disability Leave. Pregnancy Disability Leave may also be used for prenatal care.

For an employee disabled by pregnancy, childbirth or related medical condition, no eligibility requirements apply, such as minimum hours worked or length of service. If the employee is eligible for FML, pursuant to §B., above, such leave shall be deducted from an employee's FML entitlement under the federal FMLA as well as her entitlement under the PDLL.

Pregnancy Disability Leave may be taken as a block leave or, when medically advisable, on an intermittent or reduced schedule basis. Only the amount of leave time actually taken may be counted against the employee's Pregnancy Disability Leave entitlement.

1. **Duration**

   a. An employee is entitled to Pregnancy Disability Leave for the period of actual disability up to four (4) months per pregnancy.

   b. If the employee continues to be disabled by pregnancy, childbirth, or related medical condition beyond four (4) months, a medical disability leave of absence may be granted in accordance with §D., below.

   c. Following Pregnancy Disability Leave, the employee may be eligible for Parental Leave, pursuant to §B.5., above, to care for her newborn child. The total FML taken for a combination of Pregnancy Disability Leave and Parental Leave shall not exceed seven (7) months in a calendar year.

2. **Use of Accrued Paid Leave**

Pregnancy Disability Leave may consist of leave with or without pay; however, an employee shall be required to use accrued Sick Leave. If sick leave is exhausted, the employee shall take a leave without pay.

3. **Transfer and Other Reasonable Accommodations As Alternatives To Or In Addition To Pregnancy Disability Leave**

   a. **Transfer at the Request of the Employee.** AHS shall temporarily transfer a pregnant employee to a less strenuous or hazardous position upon the request of the employee when such transfer is medically advisable according to the employee's health care provider, if the transfer can be reasonably accommodated. For the purpose of this section, a temporary transfer includes a temporary modification of the employee's own position to make it less strenuous or hazardous. A temporary transfer under this section is considered time worked and shall not be counted toward an employee's entitlement of up to four (4) months of Pregnancy Disability Leave, unless the employee is also taking leave on an intermittent or reduced schedule basis. When the employee's health care provider certifies that the transfer is no longer medically advisable, AHS shall return the employee to her same position or a comparable position in accordance with §C.5., below.

   b. **Transfer to Reasonably Accommodate Employee's Need for Intermittent or Reduced Schedule Leave.** When the employee's health care provider states in a medical certification that it is medically advisable for the employee to take Pregnancy Disability Leave on an intermittent or reduced schedule basis, AHS may, at its sole discretion, transfer the employee temporarily to an available alternative position that meets the needs of the employee, provided the employee meets the qualifications of the alternative position. When the employee's health care provider certifies that the intermittent or reduced schedule leave is no longer medically advisable, AHS shall return the employee to her same position or a comparable position in accordance with §C.5., below.

   c. **Other Reasonable Accommodations.** If the employee's health care provider certifies that reasonable accommodation(s) other than transfer and/or leave on an intermittent or reduced schedule basis are medically advisable, AHS shall engage in the interactive process with the employee to identify and implement the reasonable accommodation(s) that are appropriate under the circumstances. The Resident may have union representation during these discussions.

4. Certification

a. When an employee requests a reasonable accommodation, transfer, or leave due to pregnancy, childbirth, or related medical condition, AHS may, at its discretion, require that the employee's request be supported by written medical certification issued by the employee's health care provider.

b. When a medical certification is requested in connection with the employee's request for reasonable accommodation or transfer, it shall contain the following: (a) a description of the requested accommodation or transfer, (b) a statement describing the medical advisability of the requested reasonable accommodation or transfer, and (c) the date on which the need for reasonable accommodation became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.

c. When a medical certification is requested in connection with an employee's request for leave, it shall contain the following: (a) a statement that the employee needs to take Pregnancy Disability Leave because she is disabled by pregnancy, childbirth, or a related medical condition, and (b) the date on which the employee became disabled because of pregnancy and the estimated duration of the leave.

d. Failure to provide certification for reasonable accommodation, transfer, or leave within the requested time period or as soon as reasonably possible under the circumstances may result in delay of the leave until the required certification is provided.

e. AHS may, at its discretion, require that an employee returning to work immediately following Pregnancy Disability Leave provide a written medical release prior to returning to work.

5. **Reinstatement after Pregnancy Disability Leave**

Consistent with AHS' practice for other employees returning from a disability leave for reasons other than pregnancy, AHS requires that an employee returning from pregnancy-related disability leave provide a release to return to work from her healthcare provider stating she is able to resume her original job or duties. Employees returning from a pregnancy-related disability leave generally are entitled to be reinstated to the same position, subject to certain conditions, and consistent with applicable law.

6. **Continuation of Health Benefits**

A benefits-eligible employee on Pregnancy Disability Leave shall be entitled to continue participation in health plan coverage (medical, dental, and vision) as set

forth in §B.1.h.(4)., above, whether or not the Pregnancy Disability Leave also qualifies as FML.

D. Disability Leaves Other Than Pregnancy Disability Leave

In addition to medical or pregnancy-related disability leaves, employees may take a temporary disability leave of absence if necessary to reasonably accommodate a disability under the ADA or the FEHA. A disability leave of absence is the period(s) for which an eligible employee is granted leave from work for medical reasons in accordance with §D.1., below. Disability leaves of absence with or without pay are provided for leaves due to non-work related illnesses or injuries. Any disability leave under this section will run concurrently with any medical leave to which the employee is entitled under FML.

1. **Eligibility**

   An employee may be eligible for a disability leave of absence with or without pay when s/he has exhausted her/his twelve (12) workweek FML entitlement in a calendar year, or s/he is not otherwise eligible for FML Leave, or the employee has exhausted her four (4) month entitlement under the Pregnancy Disability Leave Laws, and s/he:

   a. is medically incapable of performing the essential assigned functions of her/ his job due to a non-work related illness or injury, with or without reasonable accommodation, and

   b. has furnished evidence of disability satisfactory to AHS.

2. **Duration**

   The duration of a disability leave shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes performing the essential functions of his or her position, with or without reasonable accommodation.

3. **Return To Work**

   The employee shall not be reinstated from a medically-related leave of absence until a medical release certification is provided to AHS within 5 days of the request to return. A medical release certification shall include a statement by the employee's health care provider of the employee's ability to perform the essential functions of the position, with or without reasonable accommodation.

E. Military Spouse/Domestic Partner Leave

An employee who is a spouse or domestic partner of a member of the Armed Forces, National Guard, or Reserves may take this leave during a "qualified leave period" when the employee's spouse or domestic partner is on leave from a period of military conflict. "Qualified leave period" means the period during which the "qualified member" is on leave from deployment during a period of military conflict. An eligible employee shall be entitled to up to a maximum of ten (10) days of unpaid leave during a qualified leave period.

1. **Definitions Specific to Military Spouse/Domestic Partner Leave**

   a. **"Qualified member"** means a person who is any of the following:

      1) A member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or

      2) A member of the National Guard who has been deployed during a period of military conflict, or

      3) A member of the Reserves who has been deployed during a period of military conflict.

   b. **"Period of military conflict"** means either of the following:

      1) A period of war declared by the United States Congress, or

      2) A period of deployment for which a member of a reserve component is ordered to activity duty, as defined in Military & Veterans Code §395.10.

2. **Eligibility**

   To be eligible, an employee must satisfy all of the following criteria:

   a. Be a spouse or domestic partner of a "qualified member";

   b. Perform services for AHS for an average of twenty (20) or more hours per week;

   c. Provide AHS with notice, within two (2) business days of receiving official notice that the qualified member will be on leave from deployment, of the employee's intention to take the leave; and

   d. Submit written documentation certifying that the qualified member will be on leave from deployment during the time that leave is being requested by the employee.

3. **Substitution of Paid Leave**

This leave is unpaid.

F. Work-Related Disability Leave of Absence

1. AHS complies with all state laws and regulations regarding workers' compensation. All employees are covered by AHS's workers' compensation policy. AHS pays the full cost to provide workers' compensation coverage.
2. Employees must report work-related injuries and illnesses to their supervisor or Human Resources as soon as possible.
3. If an employee is unable to work as a result of a work-related injury or illness, employees receive wage-replacement income consistent with applicable law. To the extent permitted, such leaves will run concurrently with FML leave. Employees are expected to return to work when their treating health-care provider indicates that they are fit to return to work.

G. Personal Leaves of Absence

1. **Eligibility:** All regular full-time and part-time employees (scheduled 24 hours per week or more) who have worked for AHS at least one year may be granted a Personal Leave of Absence without Pay at the sole non-grievable discretion of the Hospital. These eligibility requirements may be waived at the sole non- grievable discretion of the Hospital.
2. **Duration:** Personal Leaves may be granted for a maximum of six (6) months.
3. **Benefits While on Leave:** AHS will continue to pay for the employer's share of health and welfare benefits while the employee is using paid leave. For unpaid leaves of absence, the employee may continue coverage at his/her own expense in accordance with Hospital policy and processes governing payment of health and welfare costs. During an unpaid leave, the employee ceases accruing paid leave benefits.

H. Voting

An employee shall be granted leave with pay, up to a maximum of two (2) hours, for voting in a statewide primary or general election if the employee does not have time to vote outside of working hours.

I. Bereavement Leave

1. **Eligibility**

   In the event of a death of a family member, regular full-time and part-time employees are eligible to take bereavement leave after 90 (ninety) days of employment.

2. **Definitions**

   a. Bereavement **leave** is defined as necessary time away from work, associated with the death of a family member.

   b. **Family member** is defined to include spouse, mother, father, son, daughter, grandparent, grandchild, mother-in-law, father-in-law, sister, brother, step-parent, stepchild, or domestic partner. The legal guardian of an employee during their minority years and children for whom the employee acted as legal guardian are included as family members.

3. **Duration**

   The employee's immediate supervisor will grant up to five (5) regularly scheduled working days for bereavement. These days must be taken within thirty days of the date of the death.

4. Proof of death and relationship may be required by the Manager/Supervisor.

J. Time Off To Appear At Child's School or Daycare

1. **Eligibility**

   a. Employee is a parent, guardian, stepparent, foster parent, or the parent's domestic partner, or grandparent having custody of one or more children enrolled in kindergarten or grades 1 through 12, or attending a licensed child care facility; and

   b. Employee is required to appear at his/her child's school at the school's request or participate in activities at the school(s) of his/her children, to find, enroll, or reenroll their children in a school or with a licensed child care provider; or address a child care provider or school emergency.

2. **Notice**

   Reasonable notice shall be provided to the employee's supervisor.

3. **Duration**

   A leave without pay will be granted in accordance with the following:

   a. Leave not to exceed 8 hours in any calendar month; and

   b. Leave not exceed 40 hours per school year

4. **Substitution of Paid Leave**

   This leave is unpaid leave.

5. An employee will be provided time off if he/she provides reasonable advanced notice if asked by a teacher to appear at school as a result of the parent or guardian's child having been suspended. Time off to appear at school under this condition does not impact upon the 40 hours of school participation leave described above.

6. **Proof**

   Proof of attendance and activity may be required by the Manager/Supervisor.

K. Leave for Jury Duty

Sufficient paid leave shall be granted to permit an employee to travel between the work place and the court and while serving on jury duty or in answer to a subpoena as a witness. Any jury or witness fee awarded to such person, less reimbursement for mileage, shall be returned to AHS. When an employee is excused from jury duty or from answering a subpoena as a witness in time to report for at least four hours of his/her regularly scheduled workday, the employee shall report to duty and jury duty-pay under this Section shall be reduced accordingly. If the employee fails to report as set forth herein, he/she shall be docked for the balance of the day. An employee shall apply for standby jury duty if the court permits this option. An employee whose work assignment precludes participation in the standby jury duty shall be exempt from this requirement, provided that a Chief of Service or his/her designee may adjust an employee's work assignment to permit the employee to apply for standby duty.

L. Leave for Rest and Relaxation

1. **General Provisions**

   a. The Accreditation Council for Graduate Medical Education (ACGME) has specific rules on maximum duty hours and minimum required days off. Within these parameters, Residents are theoretically obligated to be available for work at any time throughout their contractual duration of employment.

   b. In an effort to balance work and personal obligations, Alameda Health System provides paid leave to Resident Physicians I and Interns for personal use, such as rest, relaxation, and renewal in accordance with the following:

      1) All leave time is protected from work obligations.

      2) Once leave dates are confirmed, the residency program shall not change those dates without the express consent of the affected Intern/Resident.

      3) Interns/Residents may not move their leave time without the express consent from the residency program.

4) The Program Director or his/her designee will make strong effort to accommodate leave requests; however, there are times when leave requests will be denied due to operational needs.

5) Leaves shall be taken in weekly increments of one week, two weeks, three weeks, or four weeks, only.

2. **Leave Time**

a. Consistent with the provisions of L.1., immediately above, Interns and Residents may take a paid leave of absence for up to four (4) weeks each education year.

b. Unused leave time shall not roll-over from year to year.

c. Unused leave time is not eligible for pay out upon separation of employment.

3. **Requests for Leave for Rest and Relaxation**

a. No later than two (2) months prior to the start of the education year, the Program Directors (or designees) shall solicit requests for leave time from Interns and Residents for the upcoming education year. In accordance with departmental policy/practice, the Resident/Intern shall indicate their requested leave dates for the education year.

b. No later than two (2) weeks following the start of the education year discussed in Section I.3.a., above, the Program Director or his/her designee shall confirm the Resident/Intern's leave dates.

c. Requests for Leave outside of the process described in Section I.3.a., above, are subject to the following:

1) In accordance with departmental policy/practice, the Resident/Intern shall submit a written request to their Program Director or his/her designee.

2) Leave approvals under this Section I.3.c. are subject to operational consideration but shall not be unreasonably denied.

M. Ad Hoc Leave

1. Residents and Interns shall have up to three (3) days per education year for an ad hoc paid leave of absence.

2. Requests for an ad hoc leave of absence shall not be unreasonably denied.

3. Leaves under this section shall be taken in increments of four hours.

4. Unused leave time shall not roll-over from year to year.

5. Unused leave time is not eligible for pay out upon separation of employment.
6. Use of ad hoc leave days shall be based on a clearly developed policy at the residency/fellowship program level.

Article 14. Holidays

A. Holidays Defined

1. Paid holidays shall be:

   - January 1st
   - Third Monday in January, known as "Dr. Martin Luther King, Jr. Day"
   - Third Monday in February
   - Last Monday in May
   - Juneteenth
   - July 4th
   - First Monday in September
   - November 11th, known as "Veterans Day"
   - Thanksgiving Day
   - Day after Thanksgiving
   - December 25th

   All other days appointed by the President of the United States or Governor of the State of California as a nationwide or Statewide public holiday, day of fast, day of mourning, or day of thanksgiving, provided that observance of the day as a paid holiday is approved by the Board of Trustees.

2. In the event that the date of observance of any of the foregoing holidays which coincide with State holidays, set forth in the California Government Code Section 6700, is changed by statute, said holiday shall be observed on the date so established instead of the date provided in this Section. In no event shall this provision reduce the number of holidays set forth in this MOU.

B. Value of Holiday

The value of a holiday is 1/10 of the bi-weekly rate of pay.

C. Holiday Compensation

Holidays not worked will be compensated at the value of a holiday.

Holidays worked will be compensated at a rate of 2 and 1/2 times the value of a holiday, unless the employee works less than three continuous hours on the holiday

in which event the compensation will be 2 and 1/2 times the hourly rate of pay for the actual hours worked.

D. Floating Holiday

One floating holiday shall be made available to employees. Scheduling shall be by mutual agreement of the employee and his/her department and taken within the fiscal year, except that an employee hired on or after April 1 of any year shall not be entitled to a floating holiday for that fiscal year.

Article 15. Sick Leave

A. Resident Physician Sick Leave

The Chief of Service or his/her designee shall grant a leave of absence (sick leave) to a Resident Physician for any of the following: (a) illness or injury which renders him/ her incapable of performing his/ her work or duties for AHS; (b) his/her exposure to contagious disease.

The Chief of Service or his/ her designee may grant a leave of absence (sick leave) to a Resident Physician for routine medical or dental appointments of the employee.

With the exception of absences for routine medical or dental appointments, as a condition of granting sick leave with pay, the Chief of Service may require medical evidence of sickness or injury acceptable to the department, which may include a statement of diagnosis and treatment from a licensed physician or a medical clearance to return to work. Resident Physicians shall be entitled to 13 work days for sick leave in a fiscal year. Unused sick leave will be carried over from one fiscal year to the next. Sick leave balance will revert to zero and have no cash value upon separation from a Resident Physician classification.

Sick Leave entitlement for part-time employees will be prorated based on a ratio of annual parttime schedule to the full-time work schedule.

B. Emergency Leave – Sickness in the Immediate Family

Leave of absence with pay because of sickness or injury in the immediate family of a person in AHS service shall be granted by the Chief of Service during the time reasonably necessary to arrange for care of the sick person by others, including emergency medical and dental appointments, but not to exceed the amount of time which the person would be authorized for sick leave in Section 15.A.. Time taken for leave of absence under the provisions of this subsection shall be deducted from the sick leave allowable for such person. For the purpose of this subsection “immediate family” means, mother, stepmother, father, stepfather, domestic partner, husband, wife, son,

stepson, daughter, stepdaughter, foster parent, foster child, or any other person sharing the relationship of in loco parentis; and, when living in the household of the employee, a brother, sister , brother-in-law, sister-in-law, mother-in-law, father-in-law, and grandparents. An employee shall be entitled to paid sick leave pursuant to Section 15.A. hereof in order to accompany the employee's dependent children living in the household of the employee during routine medical or dental appointments, but not to exceed an aggregate of 20 hours within any calendar year. The determination of a Chief of Service that a medical or dental appointment was routine rather than emergency shall not be grievable.

C. Catastrophic Sick Leave Program

An employee may be eligible to receive donations of paid leave to be included in the employee's sick leave balance if she/ he has suffered a catastrophic illness or injury which prevents the employee from being able to work his/her regularly scheduled number of hours. Catastrophic illness or injury is defined as a critical medical condition considered to be terminal, or a long-term major physical impairment or disability.

1. **Eligibility**:

   The recipient employee, recipient employee's family, or other person designated in writing by the recipient employee must submit a request to the Human Resources Department.

   The recipient employee is not eligible so long as she/he has paid leaves available, however, the request may be initiated prior to the anticipated date leavebalances willbeexhausted.

   A confidential medical verification including diagnosis and prognosis and estimated date of return to work must be provided by the recipient employee.

   a. A recipient employee is eligible to receive 180 working days of donated time per employment.

   b. Donations shall be made in full-day increments and are irrevocable. The maximum that may be donated in a calendar year is two donor-employee's days per recipient except that a husband and wife, both employed by AHS, may donate unlimited amounts of time between one another.

   c. The donor employee may donate vacation, compensatory time or in lieu holiday time which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following pay periods. No retroactive donations will be permitted.

d. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.

e. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's sick leave balance.

f. The determination of the employee's eligibility for Catastrophic Sick Leave donation shall be at AHS's sole discretion and shall be final and non-grievable.

g. Recipient employees who are able to work but are working less than their regular schedule will integrate catastrophic sick leave donations with time worked and their own paid leaves, which must be used first, not to exceed 100 of the employee's gross salary.

Article 16. Off-Duty Time and Call Pay

A.

"Off-duty time" is any time the resident physician is not scheduled to work and is not scheduled to be on jeopardy or back-up on the annual calendar.

B.

Resident Physicians shall be entitled to at least four periods of 24 continuous hours of off duty time in each four-week rotation. Off-duty periods may or may not be consecutive. AHS will use its best efforts to provide residents at least four entire calendar days where they are not in the hospital and not scheduled to work on any rotation each month.

C.

If a Resident Physician is required and authorized to work for three or more continuous hours in a scheduled off-duty period, the employee shall be paid an additional $60/hr. If required and authorized to work for less than three continuous hours during an off-duty period, the employee shall be paid 1/20th of their biweekly pay rate for said work in lieu of receiving 24 continuous hours of off-duty time.

D.

In the event of acute staffing shortages due to future covid surges or other emergent conditions, Residents who are scheduled to be on off-duty time may be asked to volunteer to cover shifts that cannot be covered through normal mechanisms. If an insufficient number of residents volunteer, any residents required to come in will receive the same compensation listed above.

E.

It is within the sole discretion of the Program Director to determine when extra shifts are available. The Program Director shall also have the discretion to choose who is asked to provide such extra shift coverage. Residents scheduled for jeopardy call/coverage are not eligible for additional pay under this Article. Internal Medicine Residents on elective rotations are eligible for additional pay under this Article.

F.

"Back-up", or "jeopardy", is defined as a resident physician scheduled in advance to cover shifts that another resident who is scheduled to work is unable to fulfill. Residents will be scheduled for back-up or jeopardy at least four weeks in advance. In Emergency Medicine there is one back-up resident scheduled at a time, who is on call from an elective rotation. That backup resident is not eligible for the additional pay. If additional back-up/jeopardy residents are required then they are eligible for additional pay as specified in this Article. Any residents not designated as back-up or jeopardy who are required to come in will be compensated at an additional $60 per hour.

G.

If a resident is pulled for 5 or more days from an ACGME-required rotation for their discipline, the Program Director will make every effort to ensure that the missed days are recovered in the remaining time of their residency. These efforts will not delay the resident's graduation date.

Article 17. Grievance Procedure

A. General Conditions

1. A grievance is a written complaint by an individual employee, a group of employees, or the Union that AHS has violated a specific provision of this Agreement. AHS shall not have the right to use the grievance procedure.
2. The Union may in its own name file a grievance alleging that AHS has failed to provide it some organizational right which is established by this Memorandum of Understanding, provided that such right is not made subject to the discretion of AHS. Such Union grievances hall be filed directly at Step 2 of the Grievance Procedure.
3. No employee shall be subject to reprisal for using or participating in the grievance or arbitration procedure of this Agreement.

B. Informal Review

Before commencing the formal grievance procedure, an individual employee or a group of employees may first attempt to resolve the matter informally with their Program Director, a supervisor, the GME Director, or the DIO.

C. STEP 1. Submission of Written Grievance to AHS GME Director

1. No grievance shall be processed under this Article unless it has first been presented in this step within 60 (sixty) calendar days of the date when the employee or the Union had knowledge (or in the normal course of events should have had knowledge) of the event constituting the grievance.

2. The initial filing of a grievance shall be accomplished as follows:

   a. Delivery by U.S. Mail: the date of the US Postal Service postmark shall be considered the date filed;

   b. Personal Presentation with mutual acknowledgement from the person delivering the document(s) and the person accepting delivery of document(s) by signing and dating the document(s) and each of them retaining one of the signed and dated documents; or

   c. Email to Grievance@AlamedaHealthSystem.org

      i. Email submission must include attachments of all documents, information and signatures necessary to be in compliance with this Article.

      ii. The "date of filing" for emailed grievances shall be the date received on the AHS server, provided that the appeal is received during business hours. If a grievance filing or subsequent appeal is received outside of normal business hours, the first following business day will be deemed the filing date of the grievance or its appeal.

3. **Grievance Form**

   All grievances must be filed on a form agreed to by the parties (see Appendix D.). If the grievance is for more than one (1) employee, all individuals adversely affected will be identified on the grievance form to the extent it is known who the affected employees are at the time of filing.

   a. The grievance form must be signed and dated by the employee(s) or the employee's representative upon submission to AHS. Union grievances must be signed by the Union President or designee. The Union will identify designee(s) in writing to AHS.

b. The grievance form (see Appendix D) shall be furnished to the employee by either the Union or AHS.

c. Only one subject matter shall be covered in any one grievance. A formal grievance must:

1) identify the specific Section(s) and Subsection(s) of this Agreement alleged to have been violated;

2) describe the action(s) that allegedly violated the identified Section(s) and Subsection(s);

3) identify the date(s) of the action(s);

4) list the affected individual(s) known at the time of filing; and

5) describe the remedy requested.

4. No remedy shall exceed restoring to the grievant the pay, benefits or rights lost as a result of the violation of the contract, less any income earned from any other source including, but not limited to, workers' compensation or any other employment.

5. AHS shall acknowledge the grievance filing as soon as practicable and assign the grievance a unique case number that is to be referenced in all subsequent appeals and responses from AHS.

6. **AHS Step 1 Review**

AHS's written response will be issued to the grievant and the representative, if any, within ten (10) calendar days after the formal grievance is filed. If the response is not issued within this time limit, or if the grievance is not resolved at Step I, the grievance may proceed to Step 2.

D. STEP 2 Appeal

1. If the grievance is not resolved at Step I, the grievant or the Union may proceed to Step 2 by filing a written appeal with the Labor Relations Department within fifteen (15) calendar days of the date AHS's written response is issued, or if not issued, is due.

2. The Step 2 filing of a grievance shall be accomplished as follows:

a. Delivery by U.S. Mail: the date of the US Postal Service postmark shall be considered the date filed;

b. Personal Presentation with mutual acknowledgement from the person delivering the document(s) and the person accepting delivery of document(s) by signing

and dating the document(s) and each of them retaining one of the signed and dated documents; or

c. Email to Grievance@AlamedaHealthSystem.org

i. Email submission must include attachments of all documents, information and signatures necessary to be in compliance with this Section.

ii. The "date of filing"" for emailed grievances shall be the date received on the Hospital server, provided that the appeal is received during business hours. If a grievance filing or subsequent appeal is received outside of normal business hours, the first following business day will be deemed the filing date of the grievance or its appeal.

3. The Step 2 appeal shall identify all unresolved issues, alleged violations and remedies and shall be signed by the grievant or their representative. The subject of the grievance at Step 1 shall constitute the sole and entire subject matter of the appeal to Step 2.

4. **AHS Step II Review**

AHS's written response will be issued to the grievant and the representative, if any, within ten (10) calendar days after the Step II filing. If the response is not issued within this time limit, or if the grievance is not resolved at Step II, the Union may appeal the grievance to arbitration.

E. STEP 3. Arbitration.

1. An appeal to arbitration may be made only by the Union and only after the timely exhaustion of the grievance process. The appeal to arbitration must be signed by the President or his/her designee and filed with the Labor Relations department.

2. An appeal to arbitration must be filed within 30 (thirty) calendar days of the issuance of the AHS's Step 2 decision, or when the Step 2 decision would have been due to the Union.

3. The Appeal to Arbitration shall be accomplished as follows:

a. Delivery by U.S. Mail: the date of the US Postal Service postmark shall be considered the date filed;

b. Personal Presentation with mutual acknowledgement from the person delivering the document(s) and the person accepting delivery of document(s) by signing and dating the document(s) and each of them retaining one of the signed and dated documents; or

c. Email to Grievance@AlamedaHealthSystem.org.

i. Email submission must include attachments of all documents, information and signatures necessary to be in compliance with this article.

ii. The "date of filing" for emailed grievances shall be the date received on the Hospital server, provided that the appeal is received during business hours. If a grievance filing or subsequent appeal is received outside of normal business hours, the first following business day will be deemed the filing date of the grievance or its appeal.

4. **Scheduling of the Hearing Date**

Within ten (10) calendar days from the date the grievance was originally appealed to arbitration, the parties shall select an arbitrator and schedule an arbitration date. Should the parties be unable to agree to a hearing date, the authority to schedule the hearing date rests with the arbitrator.

5. **Selection of Arbitrator**

The arbitrator shall be selected by mutual agreement between AHS and the Union. If AHS and CIR/SEIU are unable to agree on the selection of an arbitrator, they shall jointly request a list of arbitrators provided by the American Arbitration Association to submit a list of five (5) qualified arbitrators. AHS and CIR/SEIU shall then alternately strike names from the list until only one name remains, and that person shall serve as arbitrator. The party that strikes the first name shall be determined by a coin toss.

6. **Scope of Arbitrator's Power**

a. The arbitrator's authority shall be limited to determining whether AHS has violated provision(s) of this Agreement. The impartial arbitrator shall have no jurisdiction or authority to add to, amend, modify, nullify or ignore in any way the provisions of this Memorandum of Understanding and shall not make any award which would, in effect, grant the Union or the employee(s) any terms which were not obtained in the negotiation process

b. The arbitrator shall have the authority to subpoena documents and to require the attendance of witnesses upon the reasonable request of either party but not upon his/her own motion.

c. The expense of service and appearance fees, if any, shall be borne entirely by the party requesting the subpoena of witnesses and each party shall, in advance of the hearing date, inform the other party of the identity of witnesses it subpoenaed.

7. **Final and Binding Decision**

The decision of the impartial arbitrator shall be final and binding upon the parties.

8. **Expenses of Arbitrator**

   The cost of the arbitrator and expenses of the hearing of any arbitration will be shared equally by AHS and the Union. If either party requests that a stenographic record of the hearing be made and/or transcripts of the stenographic record or a taped record be provided, the parties shall equally share the entire cost of such service and the cost of the provision of a transcript to each party and the arbitrator. However, each party shall bear its own expenses of representation and witnesses.

9. In the event either party requests the cancellation or postponement of a scheduled arbitration proceeding which causes an arbitrator to impose a cancellation or postponement fee, the party requesting such cancellation or postponement shall bear the full cost of the cancellation/postponement fee. In the event the parties agree to settle or postpone the arbitration during the period of time in which the arbitrator will charge a cancellation/postponement fee, the parties will equally bear the cost of the fee, unless the parties agree otherwise.

F. Employee Representation

A grievant shall have the right to be represented at all steps of the grievance and arbitration procedure by a Union representative.

G. Time Limits

Deadlines that fall on a day that is not a regular business day will automatically be extended to the next business day.

H.

If a grievance is not appealed to the next step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered resolved on the basis of AHS's last response to the grievance and shall be ineligible for further appeal.

Article 18. Discipline and Clinical Performance

Residents may be subject to corrective or disciplinary action either for administrative misconduct or for issues related to academic/clinical performance or competence. In some cases, it may be appropriate to pursue discipline on both tracks.

Administrative Misconduct: Administrative misconduct is misconduct by a Resident not based on clinical performance or competence and/or which is not related to their satisfactory fulfillment of the clinical and academic standards of their residency

program. AHS shall have the right to discipline or discharge residents for administrative misconduct for just cause. AHS agrees to the principles of progressive discipline, where appropriate. It is the intent of AHS that disciplinary action be corrective in nature. Any disciplinary action for administrative misconduct shall be subject to the grievance and arbitration procedures set forth in this Agreement.

Clinical/Academic Performance Issues: Performance review and disciplinary actions, including the assignment of a remediation program, clinical probation, reporting of marginal or unsatisfactory performance ratings, and non-renewal of a Resident, when based on issues of clinical or academic performance and competence, shall not be subject to the grievance procedure herein. However, if CIR asserts that misconduct that is exclusively administrative in nature has been mischaracterized as a clinical/academic performance issue, such claim shall be subject to the grievance procedure. In addressing issues related to clinical or academic performance or conduct, AHS shall follow ACGME guidelines and AHS policy. All GME policies are reviewed annually by the Graduate Medical Education Committee (GMEC), which includes Chief Resident and Resident representatives. CIR will be notified prior to the beginning of the annual review, and CIR representatives may participate in GMEC meetings. The GMEC must approve all policies prior to implementation.

Article 19. Access to Records

Each Resident Physician shall be permitted to review his/her employee records during normal business hours. Third party reference and evaluation materials shall not be made available.

CIR/SEIU representatives shall be permitted to review employee records when accompanied by the employee or upon presentation of a written authorization signed by the employee. AHS may verify any written authorization. CIR/SEIU's access to employee records shall be for good cause only.

Upon request, Residents will have the right to copies of all documents in their files. Copies will be made available to the Resident within three (3) business days upon a written request by the Resident. Separate written requests must be submitted to the Human Resources Department for employment records and to the Graduate Medical Education Office for academic records.

Residents shall have the right to place in their files a response to any performance evaluation or adverse statement in their file.

Any disciplinary or adverse material placed in the Resident's file not previously presented to the Resident, shall be removed immediately and not considered in any disciplinary action or hearing.

Article 20. Allowance for Use of Private Automobiles

A. MILEAGE RATES PAYABLE

Mileage allowance for use of personal vehicles on AHS business shall be paid at the IRS "business standard mileage rate," published by the IRS from time to time.

B. MINIMUM ALLOWANCE

An employee who is required by AHS to use his/her private automobile at least eight (8) days in any month on AHS business shall not receive less than $10 in that month for the use of his/her automobile.

C. PREMIUM ALLOWANCE

An employee who is required by AHS to use his/her private automobile at least ten 10 days in any month and, in connection with such use, is also regularly required to carry in his/her private automobile, AHS records, manuals and supplies necessary to his/her job of such bulk and weight (20 lbs. or more) that they may not be transported by hand, shall be compensated an additional $12 per month for any such month.

D. REIMBURSEMENT FOR PROPERTY DAMAGE

In the event that an employee, required or authorized by AHS to use a private automobile on AHS business, should incur property damage to the employee's automobile through no negligence of the employee, and the employee is unable to recover the cost of such property damage from either his/her own insurance company or from any other driver, or other source, such costs shall be paid to such employee of the AHS, in a sum not exceeding $250, provided that any claims the employee may have against his/her insurance company or any third party have been litigated or settled, and provided further, that the employee is not found guilty of a violation of the California Vehicle Code or Penal Code in connection with the accident causing such damage.

Employees shall submit proof of loss, damage or theft (i.e., appropriate police report and/or estimated statement of loss) to the Department Head within 30 days of such loss, damage or theft.

E. AUTHORIZED MILEAGE CLAIMS

When an employee is authorized to use his/her privately-owned vehicle on AHS business, mileage may be allowed in accordance with the following provisions:

1. Definitions.

   a. The term "**worksite**," as used in this Article, means the worksite to which the employee is regularly assigned to report. When an employee is regularly assigned to more than one worksite during a workweek, a specific worksite shall be designated by AHS as the assigned worksite for each workday.

   b. "**Commute mileage**" as used in this Article, is the amount of one-way mileage between the employee's home and the employee's assigned worksite.

   c. "**First point of contact**," as used in this Article, means the first site where, on any given workday, the employee conducts business. If an employee has a first point of contact which is not the assigned worksite, then the distance between home and the first point of contact will be recorded. If the amount of this distance is greater than the amount of the commute mileage between home and the assigned worksite, the difference may be claimed. If the amount of this distance is less than the commute mileage then no mileage may be claimed.

   d. "**Last point of contact**," as used in this Article means the last site where, on any given workday, the employee conducts business. If an employee has a last point of contact which is not the assigned worksite, then the distance between the last point of contact and home will be recorded. If the amount of this distance is greater than the amount of the commute mileage between the assigned worksite and home, the difference may be claimed. If the amount of the distance is less than the commute mileage, then no mileage may be claimed.

2. Once the employee arrives at the first point of contact or the assigned worksite, mileage used in the course of conducting business may be claimed up to arrival at the last point of contact or the assigned worksite.

   An employee's home may not be designated as a "first point of contact" or "last point of contact," or assigned worksite.

Article 21. On-Call Nights

A.

No employee will be required to spend more than one night in four on-call in the hospital while serving on the internal medicine ward service, orthopedic service, or neurology ward service, or more than one night in three on-call on all other ward services, or no more than six 12-hour shifts per week in the Emergency Department, when calculated on a monthly basis, excluding scheduled time off.

B.

In the event a Resident Physician is required and authorized to work on-call duty in excess of the above stated limits in Section A, then said employee shall be paid an additional $60/hour.

Article 22. AHS Facilities

A. On-Call Rooms

AHS shall continue the practice of providing twenty-six (26) secure on-call rooms available to resident physicians when assigned to a required rotation. Rooms shall be appropriately furnished with beds in good repair, locking doors, working computers and phones, and access to clean restrooms and showers. There shall only be one Resident or Intern assigned to each call room. AHS shall change the linen for all call room beds daily.

B. Work Space

A sufficient number of adequately equipped work space shall be provided within reasonable proximity to patient wards for Resident Physicians. Work spaces will contain computers with internet access, phones, and printer access. Ergonomic chairs and ergonomic footrest shall be provided at each workstation. Residents who require reasonable accommodations for ergonomic workspace equipment may request an ergonomic evaluation and AHS shall use its best efforts to provide the accommodations recommended by the ergonomic evaluation provided the accommodations are reasonable.

C. Lactation Space

1. The hospital shall follow all applicable laws regarding lactation accommodation for nursing residents. Specifically, the hospital shall provide:
    a. A reasonable amount of break time to express milk each time the resident needs to do so. This includes not only time for pumping, but also time to reach the pumping space, set up, and clean equipment.
    b. A room or other location (not a bathroom) for the resident to express milk in private.
    c. The space should be:
        i. Close to the resident's work area
        ii. Shielded from view and free from intrusion
        iii. Safe, clean, and free of hazardous materials
        iv. Equipped with electricity and running water

d. The space should contain:
   i. A surface for the resident's pump and personal items
   ii. A place to sit
   iii. A sink and refrigeration (fridge or cooler)

2. The Hospital shall provide residents with a written policy detailing its compliance with these requirements prior to their start date.

D. Office Space

Adequately equipped office space shall be provided for the use of Resident Physicians at Highland Hospital.

E. Chief Residents' Offices

AHS will provide an office in the departments of Medicine, Surgery, Oral Surgery and Emergency Medicine for use by Chief Residents.

F. Classrooms

Two spaces for classroom use which are appropriately furnished, including with functioning projectors, for instructional purposes will be provided at Highland Hospital.

G. Library

Interns and residents shall have 24-hour accessibility to the Hospital's Medical Library. One Resident Physician will be included on AHS's Library Committee. AHS shall provide each Resident with an e-mail account and access to clinical resources.

H. Lounge

Resident lounge space at Highland Hospital will be provided for the exclusive use of the Resident Physicians and will include a television set, refrigerator, water filling station, microwave oven, coffee maker, and healthy snacks. Regular cleaning and maintenance for the above will be provided by AHS, including daily cleaning, and twice weekly stocked coffee, creamer, and coffee maker (one of which to occur on a Friday). AHS will make an annual review of equipment and furniture in the lounge and immediately replace any broken or damaged items, and requests, including for paint and furniture requiring upgrades and renovations, shall not be unreasonably denied.

I. Lockers

AHS will provide one locker for each employee during their shift, which will be located in proximity to, but not in, call rooms.

J. Use of Facilities by Off-Duty Employees and CIR/SEIU

AHS facilities may be made available upon timely application for use by off-duty employees and CIR/SEIU. Application for such use shall be made to the management person under whose control the facility is placed.

AHS will provide access to appropriate computer software systems for interns and residents both on and off-site at their residences within 60 days of the submission of the properly executed forms.

K. E-mail Storage

In the interest of patient care, AHS agrees to provide each resident with at least 50GB of e-mail storage space.

L. Wireless Internet

AHS will provide wireless at IEEE standard 802.11ac or newer in all patient care areas, work rooms, call rooms, and lounges. The AHS-provided wireless internet will be sufficient for remote access to electronic medical records in those locations.

M. Rounding Distance

AHS agrees to use its best efforts to board patients within a reasonable rounding distance from the department of the resident physician on the primary team assigned to their care. AHS will use its best efforts not to board patients in the emergency department for longer than four hours or beyond the first midnight after their admission, whichever period is longer. Normally this will require that patients are boarded in the same building within four floors.

Article 23. Ancillary Services

AHS will make every reasonable effort to limit the amount of work performed by CIR/SEIU members which is not related to providing professional medical care to patients and receiving advanced medical education, training, and guidance. AHS recognizes its duty not to compromise CIR/SEIU members' education by excessive non-physician obligations.

It is further understood that AHS continues to have the exclusive managerial prerogative to determine levels of service and staffing requirements that is not inconsistent with CIR/SEIU members' professional and legal obligations and ACGME (or other applicable accrediting body) guidelines.

Article 24. Parking

A.

Alameda Health System shall provide to Residents and Interns covered by this Agreement parking on campus at Highland Hospital.

B.

Upon 15 (fifteen) days' notice to the Union, where feasible, parking spaces designated for employees may from time to time be eliminated or reassigned due to construction or operational needs of the Hospital.

C.

The establishment and implementation of new or changed parking services are the sole, non-grievable, non-arbitable discretion of AHS.

D.

During the term of this Agreement, AHS shall not increase parking rates above $28 per biweekly pay period.

E.

AHS shall reimburse all Residents and Interns for parking fees at required off-site rotations, when such fees are not provided by the host institution.

F.

AHS shall continue the practice of allowing residents access to a locked bike cage. If AHS builds additional bike cages resident physicians shall have access to them.

Article 25. Professional Development Leave and Reimbursements

A. Professional Reimbursement

In accordance with the provisions set forth in this Article, interns and residents shall be reimbursed for professional expenditures up to $2,200 per education year. An additional amount of $2,000 per educational year shall be available for any resident who is presenting at a conference, to be used to defray the costs of presenting at the conference. This amount will be prorated based on time with AHS in an education year if the intern or resident joins AHS later than the start of the education year.

1. Professional Reimbursement:

a. May not be accumulated from year to year.

b. Is subject to written approval from the Program Director and shall not be unreasonably denied.

c. May be used to: cover the cost of equipment in furtherance of one's profession in health care, professional association fees, educational courses, professional conferences, scrubs or other professional attire, and test preparation subscriptions or materials.

2. Reimbursement Process

Request for reimbursement must be submitted in accordance with department procedures along with the following documentation:

a. Copy of prior written approval for the expenditure; and

b. Proof of Purchase

B. Professional Development Leave

1. **General Provisions**

Interns and Residents are encouraged to pursue professional development and education in relation to their career in health care.

2. **Release Time and Scheduling**

a. An Intern/Resident who wishes to participate in a professional development program shall request advance approval in accordance with department procedures. Such requests shall only be denied based on operational considerations.

b. One to Three Year Residents: A total of 72 (seventy-two) hours per year of an employee's residency period shall be made available for Resident's and Interns attending education programs.

c. Four Year Resident: A total of 96 (ninety-six) hours per year of an employee's residency period shall be made available for Resident's and Interns attending educational programs.

d. The educational program must be reasonably related to the Resident/Intern's career in health care.

e. Evidence of participation in the program must be provided following the Intern/Resident's return to work to ensure that the leave time taken is paid.

C. USMLE Step 3 Reimbursement

A resident shall be reimbursed for application fees associated with the United States Medical Licensing Examination Step 3 (USMLE Step 3) provided that:

1. The resident signed up and sat for the exam while a resident at AHS;
2. The resident has not previously received a reimbursement for the USMLE Step 3 exam; and
3. The resident has submitted proof of payment in accordance with departmental procedures.

D. License Reimbursement

1. AHS will reimburse all resident physicians for the following licenses at least once during their residency at AHS:

   - DEA License. Incoming residents are required to apply for a public sector fee waiver for their DEA licenses. In the event a Resident needs an unrestricted DEA license in order to moonlight at a non-AHS facility, the Resident shall submit a request to GME leadership with documentation of their outside moonlighting. If such documentation is furnished, the resident shall be entitled to reimbursement for the unrestricted license.
   - Dental License
   - Postgraduate Training License
   - **California Medical License:** AHS will provide reimbursement for the cost of the fee for the application and medical license required by the State of California. The Union and the Hospital agree that the medical licensure is required by the State of California and is subject to the provisions of the Business and Professions Code sections 2605, 2605(a) and 2605(b).

   AHS shall reimburse resident physicians in four or more year programs for renewals of DEA (subject to the requirements above), Dental, and Medical licenses. Residents in three year or less programs may use their professional reimbursement allotment in Section A, above, for medical license renewals.

E. Equipment Reimbursement

Residents and interns may recover part or all of the cost of replacing or repairing personal property—including, but not limited to equipment, technology, and clothing—that has been damaged or destroyed in the line of duty provided that:

1. A verified claim is filed with the department head within 30 days after the date upon which the damage is alleged to have occurred.
2. The amount claimed is not in excess of $150.00.
3. The claim is accompanied by a written communication from the appropriate department head setting forth the following facts:
   a. That the loss or damage occurred in the line of duty of the employee;
   b. That the loss or damage was not caused or contributed to by any negligence on the part of the employee;
   c. That the item of property lost or damaged is one which is necessarily worn or carried by the employee in the line of duty;
   d. Verification of the cost of repair, or the value of the item as of the time of the loss or damage.

F. UpToDate Access

Residents and interns of all programs will be given institutional access to UpToDate, or an equivalent service, as a resource through AHS and paid directly by AHS from hire date to graduation.

G. Timely Reimbursement

All reimbursements shall be transmitted to Accounts Payable within thirty (30) days of submission.

Article 26. Committees

A. Labor/Management Committee

1. AHS and CIR/SEIU agree to meet, following CIR/SEIU's written request, up to three (3) times per year, unless the parties mutually agree otherwise.
2. Up to two (2) bargaining unit employees shall be released in a without-loss-of-straight-time pay status to attend each scheduled meeting, provided that CIR-SEIU has given AHS at least seven (7) calendar days' notice of the two individuals requiring release time. The parties may agree to allow additional unit employees to attend the meeting and may, by mutual agreement, place those additional attendees in a without-loss-of-straight-time status while in attendance at the meeting(s).

3. Item to be included and discussed at the meeting are be submitted at least seven (7) calendar days prior to the scheduled date of the meeting. Appropriate agenda items for such meetings include but are not limited to:
   a. safety,
   b. ancillary service standards,
   c. capital equipment expenditures,
   d. affiliations,
   e. patient education materials,
   f. diversity recruitment,
   g. improving patient care,
   h. computer software and hardware,
   i. food service,
   j. issues with construction
   k. schedules, and
   l. any other appropriate items of mutual interest to the continued viability of AHS.

B. Diversity Recruitment Fund and Committee

1. AHS and CIR/ SEIU support Affirmative Action in the intentional recruitment and retention of Underrepresented in Medicine (UIM) individuals at AHS. To achieve this objective, the Departmental Committees overseeing Diversity, Equity, and Inclusion are tasked with making recommendations governing the use of funds provided in Section B.2., below.

2. AHS agrees to provide $30,000 on July 1st of each year to the CIR/SEIU Diversity Recruitment Fund. Unutilized funds shall carry over in subsequent fiscal years and shall count as a credit toward the $30,000 to be remitted by AHS in the immediately following fiscal year.

3. Appropriate fund expenditures include: to pay for the production of materials (such as a glossy brochure); to promote AHS's outreach to minority candidates and medical school deans; to upgrade the content of its website oriented to attracting minority candidates; scholarships for diversity candidates applying to any AHS residency programs; recruitment materials; or activities not listed above by mutual consent.

4. AHS will support CIR/ SEIU in its efforts to secure grant funding from outside sources to further these ends outlined in Section B.3, above.

C. CEO Meeting

1. The CEO and CIR/ SEIU agree to meet, following CIR/SEIU's written request, up to once per year unless the parties agree otherwise.

2. Up to five (5) bargaining unit employees shall be released in a without-loss-of-straight-time pay status to attend each scheduled meeting, provided that CIR-SEIU has given AHS at least 14 (fourteen) days' notice of the five (5) individuals requiring release time.

3. Items to be included and discussed at the meeting are to be submitted at least seven (7) calendar days prior to the scheduled date of the meeting. Appropriate agenda items for such meetings include:
   a. improving patient care,
   b. securing additional hospital funding,
   c. advocating and promoting the Center with the community, state, and local elected officials,
   d. cost saving measures,
   e. improving revenue through more efficient billing practices, and
   f. other global items of mutual interest to continue the long-term viability of AHS.

D. CIR/SEIU Patient Care Fund

Providing quality patient care is the core mission of both the CIR/SEIU intern and resident physicians and the Alameda Health System. To further advance this mission both parties recognize that intern and resident physicians should be able to recommend patient-related purchases that improve the quality of care that AHS provides. Therefore, AHS and CIR/SEIU agree to the following:

1. In each fiscal year over the course of this MOU, AHS shall create a budgetary line item of $70,000 toward the "Patient Care Fund". Unused and budgeted funds from any fiscal year do not roll over to the next fiscal year.

2. The elected officers of CIR/ SEIU will establish a CIR Patient Care Fund Committee made up of AHS interns and residents who will be responsible for reviewing purchase requests and making recommendations to the Chief Medical Officer or designee. Any AHS intern or resident may make a request for a purchase to the Committee. Recommendations made by the Committee will be sent in writing to the Chief Medical Officer or designee. When AHS is considering whether to approve or deny purchase requests, AHS shall consider the following: adherence to AHS policies and procedures and whether the proposed purchase of technology, products, or clinical services will complement process improvement, improved

outcomes, safety and quality practices, and financial stewardship for Alameda Health System. Requests for purchases shall not be unreasonably denied by AHS.

3. AHS may approve, deny, or ask for additional information regarding the purchase from the CIR Patient Care Fund Committee. A final disposition shall be issued in writing within 120 (one-hundred and twenty) days following the date the original request was submitted. No individual resident shall be responsible for carrying out the purchase.

E. Representation on Multi-Disciplinary Committees

1. All existing AHS committees on which residents and/or fellows are currently represented shall continue such representation.
2. In the event that another committee exists or is created to discuss and recommend action related to the safety and quality of patient care or to residents' and/or fellows' terms and conditions of employment, members of CIR/SEIU may request representation on that committee and such requests shall not be unreasonably denied.
3. CIR/SEIU shall be entitled to appoint up to one representative from each AHS-sponsored program, peer-selected by resident/fellow members in good standing currently employed by AHS, to the Graduate Medical Education Committee (GMEC). AHS shall abide by ACGME requirements as they pertain to internal committees.

Article 27. Required Training Courses

AHS will provide the following required training courses to the Resident Physician groups indicated:

COURSE:	ONLY GROUP FOR WHICH TRAINING PROVIDED:
BLS (Basic Life Support) and BLS re-certification	All Resident Physicians
ACLS (Advanced Cardiac Life Support) and ACLS re-certification	Emergency and Medicine Resident Physicians and other as may be required
MRO (Medical Radio Operator)	Emergency Resident Physicians only
ATLS (Advanced Trauma Life Support)	Emergency and Surgery Resident Physicians only

Upon 30 days' advance notice by a Resident Physician to his/her supervisor, a Resident Physician shall be granted release time to obtain re-certification in required training courses as specified herein.

If, due to an extended absence, personal difficulties, or other unusual reasons, a Resident Physician is unable to complete a required course offered by the hospital, she/he shall complete such training at his/her own expense.

Required and optional courses offered in-house including PALs are available to all interns and residents at no cost; attendance is contingent upon their respective Program Director's approval and ability to release the intern/resident to attend the training; in the alternative, the intern/resident may attend such courses off hours.

In the event that AHS does not offer any of the above training courses in-house, AHS will reimburse all resident physicians for the total cost of the training courses.

Article 28. Continuation of Residency Training Programs

A.

AHS shall notify each Resident Physician affected and CIR/ SEIU:

1. Within thirty (30) days of a decision to discontinue any residency training programs for any reason.
2. Within thirty (30) days of a decision to reduce the number of house staff officers in any individual residency training program.
3. Immediately 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 any residency training program.
4. At least 120 days prior to any Highland Hospital initiated change in rotations and electives that may affect a Resident Physician's Specialty Board eligibility as stated in the Accreditation Council for Graduate Medical Education Guidelines.
5. At least thirty (30) days prior to the intern match cutoff date of any proposed reduction of the number of Resident Physicians.

B.

No residency training program shall be discontinued without a 300 day phase out period so that any house staff officer shall be enabled to secure an acceptable position in another residency training program.

C.

With regard to Subsections A.4. and A.5. above, the Chief Executive Officer will place any proposed change in rotations and electives, or reduction of the number of Resident Physicians on the regular Graduate Medical Education Committee agenda for discussion at two consecutive meetings prior to implementation of the proposed reduction. In the event that the proposed change in rotations and electives, or reductions becomes known to the Chief Executive Officer without sufficient time to agenda the proposed change in rotations and electives, or reduction on two consecutive regular agendas, two special meetings of the Highland Graduate Training Committee will be convened.

D.

AHS shall meet and confer with CIR/SEIU regarding the impact of any proposed decrease in the numbers of Resident Physicians or proposed changes in the rotations and electives available in each department.

E.

The Chairperson of each department shall solicit requests for consideration for the scheduling of electives, and each Resident Physician shall have the right to request the scheduling of electives.

F.

Resident Physicians in Internal Medicine (including the Transitional Program), Emergency Medicine, and Oral Surgery training programs are employed at the Highland Hospital by AHS. Resident Physicians in any other training programs added after the effective date of this Memorandum of Understanding shall be employees of AHS at the Highland Hospital. AHS agrees that it shall not change the payroll and/or employee status of resident physicians at the Highland Hospital in Internal Medicine (including the Transitional Program), Emergency Medicine, Oral Surgery and any new departments added after the effective date of this Memorandum of Understanding

G.

AHS will use its best efforts to integrate residents back into the training program who face delays in meeting residency start dates, or who face circumstances which cause a gap in training through no fault of their own.

Article 29. Individual Letter of Appointment

A.

Each Resident Physician shall, prior to his/her employment, receive a written letter of appointment which, subject to changes necessary because of exigencies of patient care, shall set forth AHS commitments to the intern or resident in the following areas: maintenance of electives; rotational schedule. The letter of appointment shall state the PGY level and wages appropriate to that PGY level.

The letter of appointment will also notify Resident Physicians that CIR/SEIU represents Resident Physicians, and that terms and conditions of employment are set forth in the Memorandum of Understanding between CIR/SEIU and AHS.

The letter of appointment will specify the accrediting agencies governing the program to which each Resident Physician is appointed.

B.

The form of the individual letter of appointment presently used by AHS shall be furnished to CIR/SEIU, and, if changed, a copy of any such change shall be furnished to CIR/SEIU prior to its use.

C.

Notification of Residency Renewal. Resident Physicians will be notified at least six (6) months prior to the expiration of their current appointment, if their services are not scheduled to be renewed for the next twelve months of a given residency program. Earlier notice, if possible, will be given to such Resident Physicians. Prior to evaluation for renewal, AHS will ask each Resident Physician if he/she wishes to be considered for renewal.

All Resident Physicians who respond affirmatively shall be considered for renewal. All Resident Physicians responding negatively shall not be considered for renewal.

Article 30. Volunteer Resident Physicians

It is guaranteed that there will be no volunteer Resident Physicians placed in any of the regular, full- time, year-long positions. Any volunteer Resident Physician will be in addition to the regular full-time, year-long positions and will be limited to four (4) month's duration.

Article 31. National Board Exams

AHS will provide coverage so that all Resident Physicians taking the National Board Exam Part Ill, or the FLEX exam or In-service exam, will be released from all duties from 6 p.m. the night before the exam until 7:00 a.m. the day after the exam.

Article 32. No Strikes, No Lockout

A.

There shall be no strikes, slowdown or other stoppage of work by Union employees and no lockout by the Hospital during the life of this Memorandum of Understanding or any written extension thereof. CIR, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article. A Resident's First Amendment rights are separate and distinct from the terms of this section.

B.

It is understood the first sentence of (A) of this Article does not forbid a sympathy strike by CIR. In the event that a strike or picket line called by another union with a collective bargaining relationship with the Hospital occurs at the Hospital due to a dispute between that Union and the Hospital, CIR recognizes its obligation to maintain essential services to the patients.

Article 33. Scope of Agreement

Except as otherwise specifically provided herein, this Memorandum of Understanding fully and completely incorporates the understanding of the parties hereto and constitutes the sole and entire agreement between the parties in any and all matters subject to meet and confer. Neither party shall, during the term of this Memorandum of Understanding demand any change herein, provided that nothing herein shall prohibit the parties from changing the terms of this Memorandum of Understanding by mutual agreement. No changes shall be made in this Memorandum of Understanding during the term hereof, except by mutual agreement.

Changes in matters within the scope of representation not covered in this Memorandum of Understanding may only be made through the meet and confer process.

Article 34. Savings Clause

If any provision of this MOU shall be held invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision shall be restrained by any tribunal, the remainder of this MOU shall not be affected thereby, and the parties shall enter into negotiation for the sole purpose of arriving at a mutually satisfactory replacement for such provision.

Article 35. Housing Stipend

In addition to salary, the hospital shall provide a housing stipend of $11,000 annually to each member of the bargaining unit.

The difference between the above and previous housing stipend will be paid out retroactive to December 1, 2025 within sixty (60) days of ratification of this agreement. Residents completing their residency or preliminary year at AHS will be paid out the difference before the end of their employment with AHS.

Article 36. Moonlighting Within AHS

A. Internal Medicine

a. "Moonlighting" as referenced in this section refers to the extra shifts that an Internal Medicine Chief Resident might work that are in addition to the 12 weeks of assigned shifts within an academic year. These extra shifts occur during the following days and hours:

   i. Weekday Extra Wards: 7am to 5:30pm
   ii. Swing Shift: 8 hours, from 1pm to 9pm
   iii. Nocturnist: 10 hours, from 9pm to 7am; and
   iv. Weekend: Saturday and Sunday 11 hours, 7am to 5:30pm
   v. Extra clinic shifts (any day of the week): 8am to 12pm, 1pm to 5p

b. It is within the sole discretion of the Program Director to determine when extra shifts are available. In order to prevent burnout, Internal Medicine Chief Residents shall take caution in working a moonlight shift if the moonlight shift is contiguous with the Resident's regularly scheduled shift.

c. The shifts described above shall be compensated at the following rates:

   i. Clinic and Weekday extra wards: $160/hr
   ii. Swing Shift and/or Nocturnist: $180/hr
   iii. Weekend: $180/hr

B. Emergency Medicine

a. PGY 4 Emergency Medicine Residents shall be eligible to moonlight at San Leandro Hospital and Alameda Hospital as Emergency Medicine Physicians. Any such moonlighting shifts shall be outside of and in addition to their residency program shifts. All such shifts must be approved by the Program Director. The shifts will count as hours worked for purposes of the ACGME duty hours rules and regulations.

b. Residents who work these shifts shall be compensated at a rate of $1,900 per shift.

C.

Compensation for other moonlighting arrangements for CIR/SEIU represented employees within AHS will be negotiated with CIR/SEIU.

Article 37. Retirement Benefits

AHS shall continue to offer a voluntary 457(b) retirement plan to all CIR/SEIU represented employees. Employees who sign up for this benefit will contribute 3% of each paycheck pre-tax, and AHS will make a contribution equal to 4.5% of the employee's pay rate each paycheck. There is an annual open enrollment period for this benefit.

Article 38. Term of Memorandum

The terms and conditions of this Agreement shall remain in effect until November 30, 2028. This Agreement shall be automatically renewed or extended from year to year thereafter unless either party serves notice in writing on the other party at least ninety (90) days prior to the expiration date of this Agreement, or subsequent anniversary date, of its desire to terminate or amend this Agreement.

Appendix A Wages

	Effective Dec. 2025	Effective Dec. 2026	Effective Dec. 2027
PGY1	$83,905.69	$87,261.91	$90,752.39
PGY2	$89,975.39	$93,574.41	$97,317.38
PGY3	$93,767.35	$97,518.04	$101,418.76
PGY4	$98,755.85	$102,706.08	$106,814.33
Fellow 1	$103,693.58	$107,841.32	$112,154.97
IM Chief Resident	$151,920.00	$157,996.80	$164,316.67

Appendix B Domestic Partner Defined

(As a reference to Article 7 (Health, Dental and Vision Plans), Section 13.F. (Death in Immediate Family) and Section 15.B. " Emergency Leave".

A "domestic partnership" shall exist between two persons, one of whom is an employee of AHS, covered by this Memorandum of Understanding, regardless of their gender and each of them shall be the "domestic partner " of the other if they both complete, sign, and cause to be filed with AHS an " Affidavit of Domestic Partnership" attesting to the following:

EXHIBIT A: the two parties reside together and share the common necessities of life;

EXHIBIT B: the two parties are: not married to anyone; eighteen years or older not related by blood closer than would bar marriage in the State of California; and mentally competent to consent to contract;

EXHIBIT C: the two parties declare that they are each other's sole domestic partner and they are responsible for their common welfare;

EXHIBIT D: the two parties agree to notify AHS if there is a change of circumstances attested to in the affidavit

EXHIBIT E: the two parties affirm, under penalty of perjury, that the assertions in the affidavit are true to the best of their knowledge.

Termination. A member of a domestic partnership may end said relationship by filing a statement with AHS. In the statement, the person filing must affirm, under penalty of perjury, that: 1) the partnership is terminated, and 2) a copy of the termination statement has been mailed to the other partner.

New Statements of Domestic Partnership. No person who has filed an affidavit of domestic partnership may file another such affidavit until six months after a statement of termination of the previous partnership has been filed with AHS.

Appendix C What Your Benefits Will Cost

AHS pays a significant portion of the premium cost for many of your benefits to cover yourself and your eligible dependents. **The rates below are effective January 1, 2023 – December 31, 2023.** See the next page for tax treatment of your contributions. Employee contributions for medical and dental plans depicted below are based upon a 1.0 FTE. Contributions are 15% for 0.75 to 0.9 FTEs and 20% for 0.74 and below FTEs. **Note:** Kaiser rates below are based on full-time hours. Part-time employees pay slightly higher rates based on hours worked. Refer to the annual rate sheet for part-time rates.

Plan/Coverage Level	Total Bi-Weekly Cost	AHS Bi-Weekly Contribution	Employee Bi-Weekly Payroll Deduction
AHS Freedom of Choice Plan			
Employee Only	$453.66	$453.66	$0.00
Employee + 1	$907.37	$907.37	$0.00
Employee + 2 or more	$1,283.92	$1,283.92	$0.00
Independence HDHP/HSA Plan			
Employee Only	$339.41	$339.41	$0.00
Employee + 1	$689.43	$689.43	$0.00
Employee + 2 or more	$975.50	$975.50	$0.00
Kaiser HMO – Low			
Employee Only	$315.74	$315.74	$0.00
Employee + 1	$631.49	$631.49	$0.00
Employee + 2 or more	$893.55	$893.55	$0.00
Kaiser HMO – Mid			
Employee Only	$358.27	$340.36	$17.91
Employee + 1	$717.47	$681.60	$35.87
Employee + 2 or more	$1,015.22	$964.46	$50.76
Kaiser HMO – High			
Employee Only	$410.50	369.45	$41.05
Employee + 1	$821.00	$738.90	$82.10
Employee + 2 or more	$1,161.72	$1,045.55	$116.17
Delta Care Dental HMO			
Employee Only	$13.33	$13.33	$0.00
Employee + 1	$22.54	$22.54	$0.00
Employee + 2 or more	$34.55	$34.55	$0.00
Delta Dental Base PPO Plan			
Employee Only	$18.53	$18.53	$0.00
Employee + 1	$35.16	$35.16	$0.00
Employee + 2 or more	$53.70	$53.70	$0.00
Delta Dental Buy-Up PPO Plan			
Employee Only	$29.41	$18.53	$10.88
Employee + 1	$55.78	$35.16	$20.62
Employee + 2 or more	$85.20	$53.70	$31.50
VSP Vision Plan			
Employee Only	$4.68	$0.00	$4.68
Employee + 1	$9.38	$0.00	$9.38
Employee + 2 or more	$15.10	$0.00	$15.10

Appendix D Grievance Form

ALAMEDA HEALTH SYSTEM

AHS USE ONLY
Grievance # _____
Date Received: _____
Assigned to: _____

Union Grievance Form

SUBMIT TO: GRIEVANCE@AlamedaHealthSystem.Org

ATTACH ALL RELEVANT DOCUMENTATION

Date: _____ **Step (Mark one): 1 ____ 2 ____Union/Bargaining Unit:** _____

Worksite/Location/Shift: _____

Union Agent/Designee (Printed Name & Title): _____

Phone #: _____ **Email:**_____

Regarding: _____

Date(s) of Incident: _____

Relevant MOU Article(s)/AHS Policy: _____

Affected Individual(s)/Employee ID: _____

Supervisor of affected Individual(s): _____

Desired Remedy: _____

Description of circumstances involved:

Attach additional pages if needed.

In witness whereof, and intending to be legally bound hereby, each party has caused this Agreement to be executed by the hand of its proper officer or officers.

For CIR/SEIU:

Susan Naranjo (Jun 18, 2026 12:04:38 PDT)
Susan Naranjo
Executive Director

Hope Schwartz (Jun 18, 2026 12:07:30 PDT)
Hope Schwartz, M.D.
Regional Vice President

Allison Leopold
Allison Leopold (Jun 19, 2026 14:09:23 PDT)
Allison Leopold, M.D.
Delegate

m. vandaei
Eamon Vandaei, M.D.
Delegate

Gabrielle Wimer
Gabrielle Wimer (Jun 19, 2026 16:03:02 MDT)
Gabrielle Wimer, M.D.
Delegate

Joel Reinstein (Jun 18, 2026 12:41:05 PDT)
Joel Reinstein
Organizer

Robin J. Sowards, Ph.D.
Lead Negotiator

For AHS:

Desiree Moseley
Desiree Moseley (Jun 18, 2026 13:49:06 PDT)
Desiree Moseley
Lead Negotiator

Michael Askin
Sr. Employee Relations Consultant

Rashawn Woods
Manager of Labor Relations