Collective Bargaining Agreement

Between

Dignity Health, St. Mary Medical Center-Long Beach

and the

Committee of Interns and Residents/SEIU

August 16, 2024 - May 31, 2027

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

The Committee of Interns and Residents/SEIU (CIR/SEIU) represents over 15,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California and New Mexico. Collective bargaining agreements cover both public and private sector hospitals.

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

This collective bargaining agreement, negotiated by CIR/SEIU members at St. Mary Medical Center, provides for salaries, leave time, a due process procedure in disciplinary cases, a grievance procedure, and other issues of concern to Housestaff.

Know your rights and benefits - read your CIR contract!

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ARTICLE 1 TERM

The agreement shall be effective as of the date of ratification and shall remain in effect until May 31, 2027. This agreement shall be automatically renewed and extended from year to year and thereafter without additions, changes or amendments, unless either party serves notice in writing to the other party not less than ninety (90) days before the end of the term then in existence of its desire to terminate, change, amend or add to this agreement.

ARTICLE 2 EQUAL EMPLOYMENT OPPORTUNITIES

Neither the employer nor the union will engage in conduct that would constitute unlawful discrimination under the National Labor Relations Act. Union activities shall not interfere with the normal operations of the Employer.

Neither the Employer nor the Union shall discriminate for or against any employee because of race, creed, color, religion, age, sex, sexual orientation, national origin, ancestry, disability, medical condition, veteran status, political affiliation, marital status, or in violation of any city, state or federal laws.

ARTICLE 3 RECOGNITION

Dignity Heath recognizes the Committee of Interns and Residents/SEIU (CIR/SEIU) as the exclusive bargaining representative of intern resident physicians, including chief resident physicians employed by the Employer at or out of St. Mary Medical Center - Long Beach as certified by the National Labor Relations Board, in Case 21-RC-143213.

ARTICLE 4 EMPLOYEE LIST AND ORIENTATION

St. Mary Medical Center shall provide CIR/SEIU a new hire list and termination list each academic year on or before June 1st. This list shall include name, work email address, and post graduate year. CIR/SEIU shall be granted up to thirty (30) minutes during new employee orientation to give a presentation on CIR/SEIU, the benefits of union membership and the collective bargaining agreement. During new employee orientation, the union may provide a presentation with the following materials including: copy of the agreement, union membership card and a list of CIR chapter leaders with contact information and other union material that does not disparage the Employer.

ARTICLE 5 LABOR-MANAGEMENT MEETINGS

In the interest of fostering sound labor relations and a cooperative approach to resolving problems, CIR/SEIU and St. Mary Medical Center shall form a labor-management committee made up of CIR/SEIU, Human Resources, Program Director or designee, Graduate Medical Education Director or designee. CIR/SEIU and St. Mary Medical Center agree to hold at minimum quarterly meetings at a mutually acceptable time, date and place at St. Mary Medical Center — Long Beach to discuss issues related to working conditions, facilities, and items related to this agreement. In addition, issues

related to hospital policies that have an effect on resident training and curriculum will also be discussed at the labor-management meeting. Agenda items can be made by either party and will be submitted one week prior to the meeting date. Hours attending such meetings are not considered duty hours.

ARTICLE 6 CONFERENCE/EDUCATION REIMBURSEMENT

Each bargaining unit member shall be eligible to receive up to $3,000.00 conference/education reimbursement per calendar year. Eligibility shall begin 90 days after the start of employment. Such reimbursement requires proof of payment, proof of course completion and the approval of the Program Director. Reimbursement may include but is not limited to: medical conference registration expenses, and board review courses. PTL, California medical license fees, DEA license fees, USMLE Step 3 fees and/or Comlex 3 fees are reimbursable for the first time the exam is taken by a Resident, and only if proof of passing is provided. Bargaining unit members shall be reimbursed within 2-4 weeks of submitting all documentation required by the Employer to establish proof of payment, for reimbursement. Reimbursement is only available for courses, exams and other covered educational programs completed while the Resident is employed by the Employer. Books and other educational materials are also reimbursable if they are needed for an exam or course for which the resident can provide proof of satisfactory completion.

Issues with implement of this article shall be a standing agenda item in labor management meetings.

Discretionary Fund:

Each bargaining unit member shall receive the following reimbursement for educational items each year of the agreement:

PGY1: $1,200.00

PGY2: $1,200.00

PGY3: $1,500.00

Items that can be submitted for reimbursement outlined above include but are not limited to: board exam fees, medical books, medical software, computer equipment, electronic tablet, smartphone (including data plan), stethoscope, expenses related to elective rotations and outside training, moving expenses associated with moving to Long Beach, and electronic medical apps. Residents must be in compliance with all mandatory and contractual requirements in order to be eligible for this fund.

ARTICLE 7 PROFESSIONAL TRAINING:

A. Training Programs for ACLS/BLS/PALS/NRP

St. Mary Medical Center Long Beach shall provide initial training certification and recertification in the programs identified above in house or offsite at no cost to all bargaining unit members. Bargaining unit members shall receive this training during orientation or be released from out-patient care duties to attend trainings. If the Employer requires any other certifications, as a condition of employment, it will provide that course at no cost to bargaining unit members. Residents who seek reimbursement from SMMC for outside professional training as outlined above due to scheduling conflict must have approval by the Program Director prior to taking the course and in order to qualify for reimbursement.

B. Graduate Medical Education:

The Medical Center and CIR recognize that Graduate Medical Education noon conference, didactics, grand rounds and morning/afternoon reports are essential components of resident physician training, as set forth in the Common Program Requirements set forth by the ACGME. In creating this learning environment, the GME will ensure the educational event calendars include an emphasis on robust participation multiple times each month from attending physician subject matter expert speakers who are affiliated with the UCLA School of Medicine or another recognized teaching institution. Peer-selected residents will participate in the quarterly CMEC (Continuing Medical Education Committee) meetings as well as the Program Evaluation Committee (PEC) meetings and will provide resident input and recommendations that meet the goals of enhancing the educational environment for the residents at SMMC to the GME. During such education time, residents shall be released from clinical duties during educational time to the extent practicable.

C. Professional Advancement

Residents will be permitted to take up to (3) professional advancement days with pay per academic year. These days will be scheduled by agreement between the Housestaff Officers and the Employer. Residents must seek the approval of the Hospital prior to using any professional days under this section, which approval shall not be unreasonably denied. Examples of advancement day uses include but are not limited to: Step III, board review, board exams, fellowship interviews, continuing education days, and additional conference time.

ARTICLE 8 VACATION LEAVE

All bargaining unit members shall receive four (4) weeks paid vacation free from all patient care duties each academic year. All vacation leave shall be in compliance with all ACGME guidelines and approved by the Program Director or designee.

Subject to emergent patient care considerations and staffing needs, no resident shall be scheduled to work overnight or on-call the day prior to their scheduled vacation. The hospital will schedule residents for clinic shifts/block the day prior to a resident's scheduled vacation.

ARTICLE 9 UNIFORMS

St. Mary Medical Center shall provide all bargaining unit members with two (2) white coats and two (2) sets of scrubs per year to each bargaining unit member at no cost. Both sets of white coats and scrubs shall be distributed annually on or about July 1st. White coats and scrubs that are damaged in the regular course of work (i.e. damaged or severely soiled with blood, vomit, feces, or other bodily fluids) shall be replaced at no cost to the housestaff within seven (7) calendar days of damage occurring. Additionally, St. Mary Medical Center will provide each resident with a jacket embroidered with the resident's name, and job title annually.

ARTICLE 10 CALL ROOMS

St. Mary Medical Center shall provide safe and secure call rooms and access to restrooms and showers. All on-call rooms shall be in compliance with ACGME guidelines and maintained by St. Mary Medical Center, including regular cleaning and changing of linens. Each room shall have the following items: Bed, functioning TV, phone, and computer with the ability to operate EMR, McKesson imaging.

At least once a year, there shall be a call-room and equipment walk-through. CIR resident and staff representatives along with appropriate representatives from the Medical Center shall jointly inspect the call rooms and equipment to ensure the call rooms are in safe and good condition and the equipment is working properly. Any issues needing repair or maintenance shall be promptly addressed.

ARTICLE 11 RESIDENT PHYSICIAN WORKROOM

St. Mary Medical Center shall provide and maintain two resident workrooms with the following: 4 functioning computers, a printer, TV with HDMI ports, refrigerator and multi-line phones.

Lockers will continue to be maintained in a suitable location.

The Employer will also maintain the ICU Work Room with five working computers and a TV with HDMI ports, and a printer. A quarterly walk through by CIR resident and staff representatives, along with appropriate representatives from the Medical Center to ensure that the workrooms and ICU Work Room are in safe and good condition and that equipment is working properly. Any issues needing repair or maintenance shall be promptly addressed.

The hospital shall make its best efforts to ensure at least one workroom is designated solely for resident use at all times.

ARTICLE 12 PARKING

Parking shall be free of charge to all bargaining unit members. Residents will be provided with access for the main parking lot and the parking lot of the professional building. Access cards to the professional building parking lot will be provided consistent with current practice.

ARTICLE 13 RESIDENT RETREAT

St. Mary Medical Center shall provide an annual resident retreat at no cost to residents. Expenses covered by St. Mary Medical Center shall include: meals, accommodations, and team building exercises.

A joint committee that includes at least two housestaff determined by CIR/SEIU delegates shall be established for the purpose of planning the annual retreat.

ARTICLE 14 SALARY

A bargaining unit member who, during the term of this agreement, successfully completes his or her services for a year and is reappointed to serve for an additional year shall be advanced to the next higher PGY. Residents who complete a PGY at another facility will be placed consistent with program availability and prior training.

Bargaining unit members who have satisfied all hospital and credentialing requirements and who are eligible for employment in the United States shall begin being paid on the first day of the official Graduate Medical Education new employee orientation.

2024: Effective the second full pay period following ratification, salaries for bargaining unit members shall be as follows:

Classification	Annual Salary
Physician, Post Graduate (1st year)	$72,500.00
Physician, Post Graduate (2nd year)	$74,675.00
Physician, Post Graduate (3rd year)	$77,289.63
Chief Resident	$81,289.63

2025: 3.75% Wage Scale Increase

Effective the first day of the first full pay period in July 2025, the wage scales will increase by 3.75%.

2026: 3.75% Wage Scale Increase

Effective the first day of the first full pay period in July 2025, the wage scales will increase by 3.75%.

The resulting salary scale shall be as follows:

	2024	2025	2026

		3.75% Increase	3.75% Increase
Physician, Post Graduate (1st year)	$72,500.00	$75,218.75	$78,039.45
Physician, Post Graduate (2nd year)	$74,675.00	$77,475.31	$80,380.64
Physician, Post Graduate (3rd year)	$77,289.63	$80,187.99	$83,195.04
Chief Resident	$81,289.63	$84,337,99	$87,500.67

ARTICLE 15 DUTY HOURS

St. Mary Medical Center shall remain in compliance with all ACGME work hour requirements and make all reasonable efforts to maintain compliance with ACGME work hour guidelines. Residents must record their work hours on a biweekly basis in the program's work hour tracking database and immediately inform their chief resident or program administrators of any potential work hour violation.

A. Resident(s) or duly authorized Field Representative of CIR may submit complaints of noncompliance with work hours to St. Mary Medical Center's Human Resources Department. Such complaints must be submitted within 30 days of the date of violation.

   Human Resources will investigate work hours complaints and provide a timely written response.

Schedules shall be published in advance and be provided to housestaff by July 15th of each academic year for at least six months. Cross coverage and backup schedules shall be available on a rolling three (3) month basis with schedules available to housestaff on the following schedule:

July – September: within two weeks of the incoming PGY start date.
Oct – Dec: by Sept 15th
Jan – Mar: by Dec 15th
Apr – June: by February 15th

If schedule changes to the primary, cross coverage, or back up schedules are necessary, housestaff shall be notified 30 days in advance of any changes when possible. If immediate coverage is necessary, the program shall utilize the cross coverage and backup systems first prior to reaching out to other housestaff for coverage. The program shall be responsible for finding appropriate coverage for schedule changes and notify all housestaff of coverage opportunities as they arise.

Housestaff shall not be called in to cover a shift that ends 12 hours or less prior to scheduled vacation or other scheduled time off (including but not limited to pre-approved personal days, conferences, mandatory testing, or board review).

The hospital may deviate from the foregoing paragraphs in order to ensure safe patient care.

ARTICLE 16 FIELD REPRESENTATIVE

A duly authorized Field Representative of the Union shall be permitted to enter the facility at reasonable times for the purpose of observing whether this Agreement is being observed or to check upon complaints of bargaining unit employees. The Field Representatives shall advise Human Resources of each upon entering the facility. If Human Resources Department is closed, the Union Representative will notify Security of their entry into the facility. The Union

Representative will abide by patient confidentiality, infection control, and other Employer policies applicable to such areas. When at any of the Employer's facilities, the Union Representative will wear his/her Union Representative badge issued by the Employer.

The Union Representative shall not interfere with the work of any employee. This shall not prevent a Union Representative from conferring with an employee and his/her supervisor or an Employer representative on Employer time in connection with a complaint or problem concerning the employee.

ARTICLE 17 PAGERS

Each bargaining unit member shall be provided with a pager and case with incoming text capabilities during employee orientation. All bargaining unit members shall return the pager when they end employment at St. Mary Medical Center.

ARTICLE 18 MEALS

All residents will be provided with two meals per day, except that residents on-call or on a clinic rotation shall be provided with three meals per day. The meal shall be valid for a salad, sides, entrees, dessert and any drinks available in the cafeteria. The intent is to provide a full meal for residents and residents will exercise reasonable judgment in making meal selections. The Medical Center will maintain its practice of providing lunch (including vegetarian options) for noon conferences.

The resident workrooms will be stocked daily with food and drinks for residents on night float. It is understood that meals provided pursuant to this provision are intended to provide food for residents during their work time.

ARTICLE 19 HOLIDAYS

Current residency program practice shall apply to the following

holidays:

New Year's Day

Martin Luther King Jr. Day

Memorial Day

Independence Day

Labor Day

Thanksgiving Day

Christmas Day

Residents assigned rotations in clinics or other facilities or on elective rotations that are closed for business on other designated holidays will not normally be expected to work those days, as long as in compliance with ACGME and ABIM requirements.

ARTICLE 20 EXTERNAL ROTATIONS

Resident physicians shall continue to have access to participate in external rotations, including international rotations while in training at St. Mary Medical Center. International rotations must comply with ACGME guidelines and are subject to the approval of the Program Director.

Participants will be responsible to arrange for, and pay for, flight travel and accommodations while on the rotation. Physicians will continue to receive salary and benefits while on international elective rotations, including malpractice insurance and professional liability insurance.

ARTICLE 21 GRIEVANCE PROCEDURE

The purpose of this procedure is to assure prompt, fair, and equitable resolution of disputes concerning the terms and conditions of employment arising from the administration of this agreement by providing the sole and exclusive vehicle as set forth in this article for adjusting and settling grievances. Notwithstanding this procedure, the parties agree to encourage open communications between bargaining unit members and St. Mary Medical Center so that resorting to this procedure will not normally be necessary.

Definitions:

Grievance: A grievance shall be defined as a dispute or claim regarding: the interpretation or application of this written agreement. Unless otherwise provided in this agreement, a violation of this agreement is subject to this grievance and arbitration procedure set forth below. Such grievances must be submitted in writing and should include the following:

1. The date of the event or events on which the grievance is based;
2. The section or sections of the Agreement upon which the grievance is based;
3. A brief statement of the facts in support of the grievance;
4. The name or names of the employees affected by the grievance; except when the grievance affects an identifiable group of employees. In this case the group should be specifically described;
5. The remedy sought by the grievance.

Days: means calendar days. In this article, whenever a period of time is specified, the day of the event or action which commences the period shall not be included in calculating the length of the period. If the last day for responding and acting is a Saturday, Sunday or contract holiday, the period shall be extended to the next day which is not a Saturday, Sunday or contract holiday.

Limitation: Settlements reached with the Union representative in Step 1 or Step 2 of the grievance procedure shall not establish a precedent or a practice for future cases unless by specific written agreement signed by both the union and the employer.

Academic/Clinical Misconduct:

Alleged clinical or academic misconduct that results in the suspension, non-renewal, or termination of a resident physician, when based on issues of clinical performance or ACGME core competencies, shall not be subject to the grievance and arbitration procedure set forth in this agreement; but rather, subject to the academic grievance procedure set forth in the St. Mary Medical Center GME manual and/or ACGME Guidelines.

Administrative Misconduct:

Alleged administrative misconduct is alleged misconduct by a resident physician not based on clinical or academic performance or competence and/or which is not related to his or her satisfactory fulfillment of the clinical and academic standards of the residency program.

Alleged administrative misconduct shall be subject to the grievance and arbitration procedure set forth below. Administrative misconduct examples include: off duty misconduct, insubordination, failure to comply with HR or hospital policies, failure to comply with resident contract requirements, issues with coworkers or other hospital workers.

Informal Resolution:

The employee or the union representation must first confer with the supervisor or with such other person as the employer may designate and attempt to settle the matter.

Initiating a Grievance:

The employer and the union recognize that the goal of this grievance and arbitration procedure is to attempt to resolve the grievance at the lowest level possible with the least amount of time and resources. An employee, in the case of an individual grievance, or the Union must initiate the grievance procedure by completing and delivering a written grievance form to the Human

Resources Department within thirty (30) days of the date upon which either the grievant

(in an individual grievance) or Union first became aware, or reasonably should have first become aware, of the events or circumstances which give rise to the grievance. Delivery may include electronic delivery to a recipient(s) or location(s) designated by the Employer.

Grievances may be brought by CIR/SEIU acting on behalf of an individual or group of resident physicians, or by CIR/SEIU alone, and shall be undertaken pursuant to the grievance procedure as follows:

Step 1:

The union must initiate the grievance procedure by completing and delivering a grievance form to the Human resources department.

A meeting to resolve the grievance shall take place within 15 days after the filing of the grievance. In this meeting the parties shall engage in a full and frank discussion of their respective positions including the supporting rationale for their positions. The department manager or HR director or designee will respond within 15 days of the meeting.

The parties may agree to waive Step 1 of the grievance process and will meet at Step 2.
Step 2:

If an agreement is not reached at Step 1, a meeting shall be held to resolve the grievance during the 15-day period following the receipt of the written statement. The administrator or his/her designee, (other than or in addition to a representative from Human Resources) will respond in writing within 15 days after the meeting.

A grievance over an employee termination may be moved to expedited arbitration upon mutual agreement. Expedited arbitration shall be defined as outlined by FMCS with the goal of short deadlines and streamlining the process.

Timeliness- Failure to meeting grievance timelines:

If the union requests to move a grievance to the next step as set forth above in this article, or if the employer does not timely respond to a grievance, the grievance shall automatically move to the next step.
Union Participation:

A union representative designated by the union has the right to be present at any grievance meeting called for the purpose of discussing a grievance.
Mandatory Mediation:

Upon receipt of a request for arbitration executed by the designated Union Representative, the parties shall submit the dispute to a mutually agreed upon mediator. The role of the mediator will be to provide a neutral opinion as to the likelihood of success of the parties in arbitration and/or facilitate settlement. The parties agree to give

due consideration to the input of the mediator. In the event the mediation does not result in the matter being resolved or withdrawn, the parties hereby expressly agree that, upon the mutual agreement of the Parties, the mediator may subsequently serve in the role of arbitrator. The matter will be set for arbitration as set forth below.

Arbitration:

Demand for Arbitration

If the grievance is not resolved in mediation, the union may proceed by submitting a written request for arbitration to the Employer within thirty (30) days following the close of mediation. A union request for arbitration will be sent to the Director of Human Resources.

Selection of Arbitrator:

If the mediator does not continue as the arbitrator over the matter, the parties will select a mutually agreed upon arbitrator. If the parties cannot agree on an arbitrator within fifteen (15) days after receipt of the request for arbitration, they shall jointly request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The parties will select an arbitrator by alternately striking a name from the list.

Arbitration Hearings and Decision:

The arbitrator shall hear the submitted grievance as expeditiously as possible and shall render a decision in writing within thirty (30) days after the conclusion of the last hearing or submission of briefs, whichever is later.

Arbitration Fees and Costs:

The fees and expense of the arbitrator, the cost of the hearing room, and the cost of the court reporter, shall be shared jointly by the parties. Each party will bear its own expenses of representation and presentation of its case.

Arbitrator's Authority:

The arbitrator shall have no power to add to, to subtract from or to change any of the terms or provisions of the agreement. His or Her jurisdiction shall extend solely to claims of violation of specific written provisions of the agreement and shall involve only the interpretation and application of such agreement.

Progressive Discipline:

The Employer will use a system of progressive discipline, unless circumstances warrant severe actions. Progressive steps shall normally include verbal counseling, written counseling and/or warnings, disciplinary suspensions without pay, and termination of employment.

Employees will receive copies of all disciplinary notice(s) placed in their personal files

and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personal file.

ARTICLE 22 JUST CAUSE

No resident physician shall be disciplined or discharged without just cause. Resident physicians shall be given written notice of any disciplinary action to be taken against them, which shall include a description of the disciplinary action taken and a description of the reasons for such action or action taken.

ARTICLE 23 UNION MEMBERSHIP

During the life of this agreement, bargaining unit members shall be required as a condition of employment to maintain membership in good standing, subject to federal law. Compliance is required by the 31st day after employment or the 31st day after the date of this agreement, whichever is later.

The union shall notify the employer and the affected employee in writing of an employee's failure to comply with the provisions of this Article and shall afford each such employee fifteen days, after the employee has been mailed such notice at his or her last known address, in which to comply.

ARTICLE 24 DEDUCTION OF UNION MEMBERSHIP FEES

The Employer will honor written assignments of wages to the Union for the payment of union membership fees when such assignments are submitted by the union.

The employer will promptly remit the membership fees pursuant to such assignments together with a list on hard copy or electronically showing the deduction on a quarterly basis.

ARTICLE 25 COPE CHECK-OFF

The employer hereby agrees to honor political action deductions authorizations from employees who are union members. CIR and St. Mary Medical Center will work together to approve an authorization card in a form similar to the card used by SEIU-UHW.

ARTICLE 26 MOONLIGHTING

Eligible resident physicians shall be permitted to moonlight if the resident is in compliance with all training programs and ACGME duty hour requirements and is expressly approved by the Employer's Program Director.

ARTICLE 27 CHANGE OF OWNERSHIP AND RESIDENCY PROGRAM CLOSURE

When engaged in negotiations with a third party concerning the sale of the hospital or change in ownership, Dignity Health shall notify the Union as soon as possible but in no event later than 24 hours upon reaching an agreement to sell the hospital or change ownership. Thereafter, Dignity Health will meet with the Union and consider the Union's position as to the sale. Dignity Health will remain faithful to its mission by exercising every reasonable effort to assure as a part of the negotiations that the proposed purchaser will be responsive to the needs of both its employees and the community.

ARTICLE 28 NOTICE

In the event of a merger, sale, closure or other transfer of ownership of its operation in whole or in part, the employer shall notify the union in writing at least 90 days prior to the action.

ARTICLE 29 EMPLOYER ACTIONS

In the event of a merger, sale, closure or other transfer of ownership of St. Mary Medical Center, the employer shall: a) inform the prospective acquiring purchaser of the existence of this collective bargaining agreement and of its general terms and conditions b) provide purchaser with a copy of the agreement.

In the event of program closure for any reason whatsoever, St. Mary Medical Center shall follow all ACGME guidelines including "program closure/reduction" and make every reasonable effort to place any affected residents in another accredited residency training program.

In the event of program closure or termination of the residency training program, St. Mary Medical Center will continue to pay and administer benefits to bargaining unit members until separation from St. Mary Medical Center.

ARTICLE 30 SICK/AND LEAVE OF ABSENCE

1. SICK

Bargaining unit members shall receive up to five (5) paid days off to be used as sick days or personal days per academic year. Sick days will accrue at the rate of 2.1539 hours per pay period following ninety (90) days of employment.

Sick days which remain unused at the end of an academic year will not carry over to the following appointment year if the Resident is reappointed. In the event the Resident is not reappointed or otherwise leaves the program, unused Sick days will be forfeited.

1.1 A Resident shall immediately notify the Program Director or designee when Sick days are necessary.

1.2 A Resident shall not be responsible for arranging for another Resident to cover their work when they take sick leave.

1.3 Residents are responsible to make up any unworked time as determined by accreditation or ACGME standards. Such additional work time shall be completed after the end of the academic year. Whether time is needed to complete training requirements is subject to approval by the Program Director. The decision is not subject to Article 21 Grievance Procedure.

2. Leave of Absence

2.1 If eligible for Family Medical Leave ("FMLA") or California Family Rights Act (CFRA) Residents shall receive up to twelve (12) weeks off during the academic year. A resident is eligible for FMLA or CFRA if a resident has worked for the Employer for at least one (1) year, and for one thousand two hundred fifty (1,250) hours over the previous twelve (12) months. A leave may be granted for any of the following:

a) Care for Resident's child after birth, or placement for adoption or foster care;

b) Care for Resident's spouse, child, domestic partner or parent who has a serious health condition;

c) A serious health condition that makes a Resident unable to perform Resident's own job;

When possible, a Resident shall notify the Program Director or designee as well as the leave administrator at least four (4) weeks in advance of the commencement of the leave.

2.2 Bereavement

Residents will receive bereavement time in accordance with hospital policy and California state law.

ARTICLE 31 PATIENT CARE FUND/QUALITY IMPROVEMENT FUND

St. Mary Medical Center shall set aside $12,000 each July 1st of this agreement in a CIR Patient Care/QI Fund. Resident physicians shall use the fund for the purchase of medical equipment, medical educational equipment, patient materials, educational supplies and/or quality improvement projects. The scope of quality improvement projects include: efficiency, performance, patient outcomes, indicators of quality and service, and to improve the health of the St. Mary Medical Center patient population. Examples of QI projects to be funded include: technology which will remain property of St. Mary Medical Center, expenses related to guest speakers on QI, supplies and materials for QI projects, and resident physician participation in QI conferences.

A Committee made up of intern and resident physicians will be responsible for maintaining the Patient Care/Quality Improvement fund balance and reviewing

proposals. The Committee will meet quarterly and make recommendations to the Program Director or designee. The Program Director or designee shall notify the Committee of whether or not the proposal is rejected within twenty-one (21) calendar days. If not rejected, recommendations will be submitted to the facility and/or organization's purchasing process within two (2) weeks of receiving the recommendation. Within 30 days, the Program Director or designee will provide the Committee an update on the purchasing process. All approved Patient Care/QI Fund purchases shall be procured and delivered to the appropriate department within the academic year in which they were approved. If procurement is not possible due to issue with vendor or delivery, the hospital shall meet with CIR/SEIU to discuss alternative options to ensure all funds re utilized within the academic year. All Patient Care/QI Fund purchases shall follow all St. Mary Medical Center purchasing policies.

Vendor, delivery or other procurement issues outside of the hospital's control are not subject to the grievance process defined in Article 21.

ARTICLE 32 SEPARABILITY AND SAVINGS CLAUSE

In the event that any provision of this agreement is found to be in conflict with state or federal law, the remaining provisions of this agreement shall remain in full force and effect. If a provision of this agreement is invalidated by state or federal law, the employer and the union shall meet for the purpose of considering lawful substitute provisions.

ARTICLE 33 HEALTH INSURANCE

The employer shall provide one fully employer paid medical, dental and vision insurance plan for bargaining unit members. In addition to the fully employer paid plan, bargaining unit members shall also have access to a PPO plan or equivalent as well as the option to opt out of the employer sponsored plans. Duplicate coverage is not allowed in any benefit plan. In the event a bargaining unit member opts out of the employer sponsored healthcare plan, he or she shall be eligible for the opt out financial credit.

The Employer, where feasible, may implement the Dignity Health Medical_Plan, consisting primarily of Dignity Health facilities and providers, as the fully employer paid health plan under the collective bargaining agreement.

The fully employer paid plan will be made available to all eligible:

- Employees
- Spouses of employees
- Individuals who have registered with an eligible employee pursuant to CA Family Code section 297
- Children under the age of 19 and dependent children under the age of 26 of eligible employees including children for whom an eligible employee is a legal guardian

In the event the Employer decides to modify in whole or in part the health insurance benefits, including but not limited to the reduction or elimination of certain benefits available under the plans, the Employer will provide the Union 30 days written notice of any such modifications and, upon Union request, shall meet to negotiate alternatives with the Union. The hospital will give reasonable consideration to the Union's input, but any subsequent implementation of the Plan by the Hospital shall not be subject to the grievance and arbitration procedure set forth herein.
Effective January 1, 2019, all employees electing to continue coverage under the fully employer paid plan will pay a monthly premium based on the level of participation elected by the employee as follows:

Employee only:
$0 Employee+
children: $100
Employee +
spouse: $125
Employee +
family: $175

Beginning in January 2020, these monthly premiums will be increased by 6% per year.

PRESCRIPTION DRUG PLAN

All of the fully employer paid medical plans offered pursuant to this Article will include a prescription drug plan.

In an effort to control rising healthcare costs and to better position our plans for long term sustainability, on or after Jan 1, 2019, Dignity Health may:

1. Adjust the co-pay amounts for the pharmaceutical drug plans applicable to employees who have elected coverage under a free plan to $10/$20/$40 for up to a 30-day supply of medication from a network retail pharmacy. A 90 day supply through mail order will be 2.5x the applicable co- pay.

2. Adopt the Generic Dispensation Utilization Program protocol known as "Dispense As Written 2". Under this protocol, if the prescribing physician indicates "dispense as written," the employee can get the brand drug for the brand co-pay, without paying the difference in cost between the generic and brand name.

ARTICLE 34 PHYSICIAN IMPAIRMENT

St. Mary Medical Center and CIR/SEIU recognize drug and alcohol dependency is a treatable illness. Resident physicians with dependency problems shall have full access to the hospital employee assistance program for dependency treatment. No resident physician shall be disciplined and/or terminated for seeking such treatment. Resident physicians will be advised and given a copy of any policies on resident impairment if the resident is suspected of a dependency or is seeking treatment for a dependency.

Any bargaining unit member in violation of the Fitness for Duty Policy will be subject to discipline up to and including termination of employment.

ARTICLE 35 RETIREMENT, LIFE INSURANCE AND DISABILITY INSURANCE

St. Mary Medical Center shall continue to provide and maintain current retirement, life insurance and disability benefits during the term of this agreement.

ARTICLE 36 NO STRIKE/NO LOCKOUT

For the duration of this Agreement, the union and its members agree that the Union and/or its members shall not call a strike, sickout, slowdown, cessations of work, withholding of services, and/or boycotting of St. Mary Medical Center.

St. Mary Medical Center agrees that during the term of this Agreement, it will not engage in any lockout of its employees covered by this Agreement.

ARTICLE 37 RESIDENT WELLNESS

The Employer and the Union recognize that the principles of dignity, respect, courtesy and trust promotes a work environment and organizational culture that supports the Graduate Medical Education Training Program.

The Employer is committed to providing a work environment free from unlawful harassment. The Employer will not tolerate written, verbal, or physical conduct that denigrates or shows hostility or aversion toward a Resident based on any of the characteristics protected by law. Additionally, the Employer will promptly investigate all complaints of harassment and will take all reasonable steps to protect a Resident who reports such conduct from continuing harassment and from retaliation because of having reported such conduct. Such investigations will be in compliance with organizational policies including but not limited to Harassment-Free Workplace and Workplace Violence.

ARTICLE 38 HOUSING ALLOWANCE

Residents shall receive a Housing Allowance of $6,750 per academic year which shall be divided and spread across the bi-weekly pay periods. Housing Allowance payments will begin after thirty (30) days of employment. Residents must be a Dignity Health employee at the time of payment in order to receive said payment.

For academic year 2024-2025 Housing Allowance payments will begin the second full

pay period following ratification.



Committee of Interns &Residents/SEIU

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