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# COLLECTIVE BARGAINING AGREEMENT

Between

**California Hospital Medical Center**

and the

**Committee of Interns and Residents/SEIU**

## August 13, 2024 – May 31, 2027

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

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The Committee of Interns and Residents/SEIU (CIR/SEIU) represents over 17,000 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 California Hospital 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!**

**Committee of Interns and Residents/SEIU**
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Long Island City, New York
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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 California Hospital Medical Center as certified on December 11, 2013 by the National Labor Relations Board, in Case 21-RC-116206.

**ARTICLE 4: EMPLOYEE LIST AND ORIENTATION**

California Hospital 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, personal 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 California Hospital Medical Center shall form a labor-management committee made up of CHMC CIR/SEIU represented Residents, Human Resources, Program Director or designee, Graduate Medical Education Director or designee. CHMC CIR/SEIU represented Residents and California Hospital Medical Center agree to hold at minimum quarterly meetings at a mutually acceptable time, date and place at California Hospital Medical Center 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

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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: TUITION REIMBURSEMENT**

Each bargaining unit member shall receive up to $3,000.00 tuition reimbursement per year per policy and in compliance with IRS code for medical education enhancement including but not limited to: GME Program director approved medical conference registration expenses, and GME Program Director approved board review courses. Bargaining unit members shall be reimbursed within 30 days of submitting all documentation required by the Employer to establish proof of payment, for reimbursement. Required documentation must be submitted within 30 days of the event conclusion.

Discretionary Fund:

Each bargaining unit member shall receive $1,200 reimbursement for educational items each year of the agreement:

Items that can be submitted for reimbursement outlined above include but are not limited to: medical books, medical software, smartphone, computer equipment, electronic tablet, stethoscope, expenses related to elective rotations and outside training, 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: ACLS/BLS/PALS/NRP**

California Hospital Medical Center 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 ALSO, as a condition of employment, it will provide that course at no cost to bargaining unit members. Residents who seek reimbursement from CHMC 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.

Professional Advancement

Housestaff Officers (HSO) will be permitted to take up to two (2) professional advancement days with pay in PGY2 Year and three (3) in PGY3 year subject to ACGME regulation and board requirements. These days will be scheduled by agreement between the HSOs and the Employer. Housestaff Officers 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.

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**ARTICLE 8: BOARD EXAM FEES**

All bargaining unit members shall be reimbursed for exam fees incurred during employment in the CHMC residency program within two to four (2-4) weeks of submitting all documentation required by the Employer to establish proof of payment for the following exam fees:

- California medical licenses fees
- Board exam fees
- DEA licenses fees
- USMLE Step 3 fees or Comlex Level 3 fees

Residents will become eligible for reimbursement effective July 1 of their first year of employment.

**ARTICLE 9: VACATION LEAVE**

All bargaining unit members shall receive four (4) weeks paid vacation free from all trainings, patient care, and all other work-related duties each academic year. All vacation leave shall be in compliance with all ACGME and American Board of Family Medicine guidelines and approved by the Program Director or designee. Residents will be responsible for maintaining compliance with required trainings and certification schedules prior to taking time off. Noncompliant bargaining unit members will be removed from work in compliance with the CHMC compliance policy.

**ARTICLE 10: UNIFORMS**

California Hospital Medical Center shall provide all bargaining unit members with the use of three (3) white coats. Second and third year residents will receive an additional coat each year (total of 5 coats over three years.) CHMC shall provide weekly laundering of the white coat at no cost per current practice.

California Hospital Medical Center shall provide four (4) sets of scrub credits to each bargaining unit member at no cost. Bargaining unit members shall have access to all scrub vending machines at California Hospital Medical Center.

California Hospital Medical Center shall provide each bargaining unit member with one (1) Dignity Health Apparel (hoodless) jacket of the resident's choice, costing up to $125, embroidered with resident's name and degree with medical specialty. The jacket will be provided during the resident's first academic year at CHMC.

**ARTICLE 11: CALL ROOMS**

California Hospital Medical Center shall provide up to four (4) 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 California Hospital Medical Center, including regular cleaning and changing of linens. Each room shall have the following items: Bed, TV, phone, and computer with ability to operate EMR.

**ARTICLE 12: RESIDENT PHYSICIAN WORKROOM**

Subject to a change in location as a result of hospital operations, California Hospital Medical Center shall provide a resident workroom with the following: 6 computers, 3 laptops, 1 TV, 2

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monitors with capabilities for OB monitoring and tracking shell, refrigerator, lockers, multi-line phones, and power point capabilities. One TV shall have power point capabilities and one shall be equipped with hospital OB monitoring access. In addition to the 5 computers outlined above one additional computer shall be in the workroom dedicated to full hospital OB monitoring access including fetal heart monitoring. Snacks shall be replenished Monday-Friday in the resident workroom refrigerator.

Should the hospital make the operational decision to relocate the Resident Physician Workroom, CHMC will provide at least thirty (30) days advance notice of the same to CIR. During this thirty (30) day period, CHMC agrees to meet with Residents, if requested, to listen and respond to questions/concerns associated with the change in location.

On or before December 2019, the Parties agree to meet and discuss issues specific to the Call Rooms and Resident Physician Workroom. The scope of said meeting shall include, but not be limited to: the number, location and condition of the Call Rooms & workroom and code notification systems.

**ARTICLE 13: GYM ACCESS**

All bargaining unit members shall have 24/7 access to the California Hospital Medical Center gym at no cost. California Hospital Medical Center shall maintain the gym with cleaning and water services.

**ARTICLE 14: PARKING**

Parking shall be free of charge to all bargaining unit members. Parking shall be available for the bargaining unit members in the Hope Street parking lot or Margo Street parking lot. Upon request to Human Resources, bargaining unit members may have access to the Grand St. parking garage in lieu of having access to the Hope Street and Margo Street parking lots.

In the event any of the aforementioned lots close, an alternative lot in close proximity (within 1 mile) to California Hospital Medical Center will be identified for designated resident physician parking.

**ARTICLE 15: RESIDENT RETREAT**

California Hospital Medical Center shall provide an annual resident retreat at no cost to residents. Expenses covered by California Hospital 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 16: 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

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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, annual 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 |

**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 2026, 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 |

**ARTICLE 17: CHIEF RESIDENT BONUS PAY**
California Hospital Medical Center shall dedicate $6,000 annually for the purposes of Chief Resident bonus pay. There shall be a minimum of two (2) and a maximum of three (3) Chief Residents requested or recruited to function as Chief Residents. The $6,000 annual bonus shall be divided equally between the Chief Residents. Chief resident bonus pay shall be added to annual salary.

**ARTICLE 18: DUTY HOURS**
California Hospital Medical Center shall remain in compliance with all ACGME duty hour requirements and make all reasonable efforts to maintain compliance with ACGME duty hour

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guidelines. Residents must record their duty hours on a biweekly basis in the program's duty hour tracking database and immediately inform their chief resident or program administrators of any potential duty hour violation.

**ARTICLE 19: OFFSITE ROTATIONS**

California Hospital Medical Center shall reimburse parking costs and mileage to and from offsite rotation training sites. All expenses shall be submitted pursuant to the Employer's policies for reimbursement. Bargaining unit members shall be reimbursed within two to four (2-4) weeks of submitting all documentation required by the Employer to establish the expenses.

**ARTICLE 20: FIELD REPRESENTATIVE**

CIR/SEIU field representative(s) shall have access to the California Hospital Medical Center medical complex for the purpose of monitoring the administration of this agreement, delegate elections, contract ratification votes, and grievance investigations. CIR/SEIU shall notify the HR Director or designee of the field representative(s) assigned to California Hospital Medical Center.

**ARTICLE 21: 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 California Hospital Medical Center.

**ARTICLE 22: MEALS**

Each bargaining unit member shall be given meal credits in the following amounts:

1. Up to $25 per day when working the day shift at CHMC or on rotation outside CHMC. Daily expenditure may not exceed $25.
2. Up to $20 per night when working the night shift at CHMC or on rotation outside CHMC. Night shift expenditure may not exceed $20.

Bargaining unit members shall receive the employee discount on all applicable items.

Bargaining unit members shall have access to all food in the California Hospital Medical Center cafeteria and no items will be restricted.

Night Shift:

When the cafeteria is closed, bargaining unit members may use meal credits for food items at the coffee cart. Beverages and pastries are not included.

Due to limited cafeteria and coffee cart hours of operation on Saturday and Sunday night, additional food will be delivered to the Resident’s Workroom during night shifts.

**ARTICLE 23: PHONE ACCESS**

In addition to in house phones, the California Hospital Medical Center Family Medicine training program shall be assigned three (3) spectra cordless phones for in house patient care duties.

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**ARTICLE 24: RESIDENCY TRAINING PROGRAM**

California Hospital Medical Center shall make reasonable efforts to meet all ACGME guidelines to fill the maximum number of approved ACGME training slots.

**ARTICLE 25: HOLIDAYS**

Current residency program practice shall apply to the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

**ARTICLE 26: INTERNATIONAL ROTATIONS**

Resident physicians shall continue to have access to participate in international rotations while in training at California Hospital Medical Center. Resident physicians shall not be unreasonably denied participation in international rotations. 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 27: 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 California Hospital 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;

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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.

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 California Hospital Medical Center GME manual and/or ACGME Guidelines. Clinical misconduct examples include: remediation, nonrenewal, academic warning or academic probation.

Administrative Misconduct:

Alleged administrative misconduct is alleged misconduct by a resident physician not based on clinical 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.

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

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follows:

Informal Resolution:

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, at the mediator's discretion, 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

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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 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 28: 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 29: UNION MEMBERSHIP

Bargaining unit members shall be required as a condition of employment to maintain membership

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in good standing, it being understood that membership in good standing on the part of a bargaining unit members shall mean the tender by such bargaining unit member of the periodic dues uniformly required as a condition of CIR membership or the payment of an agency fee in lieu of dues. 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 (15) days, after the employee has been mailed such notice at his or her last known address, in which to comply.

**ARTICLE 30: DEDUCTION OF UNION MEMBERSHIP FEES**

The Employer will honor written consents authorizing the deduction of dues and agency fees from wages of HSOs, and to the designation of Union for the payment thereof. Such written consents may be created and maintained by the use of electronic records and electronic signatures consistent with state and federal law. The employer will accept confirmations from CIR that it possesses records of such authorizations and shall give full force and effect to such authorizations for the purpose of this agreement. The employer will forward said dues and agency fees by the 20th day of the month after they are collected, together with a list, provided by hard copy and electronically showing the deduction on a quarterly basis.

The Union will hold the Employer harmless from any claims or liability arising out of this Section, including the expense of defending against such claims.

**ARTICLE 31: COPE CHECK-OFF**

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

**ARTICLE 32: 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 the Employer's policy regarding moonlighting.

**ARTICLE 33: 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.

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**ARTICLE 34: 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 35: EMPLOYER ACTIONS**

In the event of a merger, sale, closure, or other transfer of ownership of California Hospital 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, California Hospital 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, California Hospital Medical Center will continue to pay and administer benefits to bargaining unit members until separation from California Hospital Medical Center.

**ARTICLE 36: SICK/PERSONAL, LEAVE OF ABSENCE AND BEREAVEMENT LEAVE TIME**

1. Sick Leave

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 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. This decision is not subject to Article 27 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

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(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.

2.3 California Hospital Medical Center will comply with ACGME Institutional Requirements and all applicable State and/or Federal law appertaining to leaves of absences.

**ARTICLE 37: PATIENT CARE FUND/QUALITY IMPROVEMENT FUND**

California Hospital 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 California Hospital Medical Center patient population. Examples of QI projects to be funded include: technology which will remain property of California Hospital Medical Center, expenses related to guest speakers on QI, supplies and materials for QI projects, 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. Should the Program Director or designee reject or accept a proposal, written notice shall be provided to the Committee within 30 days of the recommendation(s). The GME office shall provide a Chief Resident or designee and HR with updates concerning approved and submitted purchase orders. All approved Patient Care/QI Fund purchases shall be procured and delivered to appropriate department within six (6) months of date of approval from all necessary hospital departments. If procurement is not possible due to issue with vendor or delivery, the hospital shall meet with

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CIR/SEIU to discuss alternative options to ensure all funds are utilized within the academic year. All Patient Care/QI Fund purchases shall follow all California Hospital Medical Center purchasing policies.

Vendor, delivery or other procurement issue outside of the hospital's control are not subject to the grievance process defined in Article 27.

**ARTICLE 38: 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 39: 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 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 or decides to implement the Dignity Health facilities and providers, as the fully employer paid health plan under the collective bargaining agreement, including but not limited to the reduction or elimination of certain benefits available under the plans, the Employer will provide the Union 60 days written notice of any such modifications and, upon Union request, shall meet with the Union to discuss the same.

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:

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- 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.

**ARTICLE 40: 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, 2018, 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 41: PHYSICIAN IMPAIRMENT**

California Hospital 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 42: RETIREMENT, LIFE INSURANCE AND DISABILITY INSURANCE**

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

**ARTICLE 43: 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 California Hospital Medical Center.

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California Hospital 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 44: HOUSING ALLOWANCE**

Residents shall receive a Housing Allowance of $6,750 per academic year. Housing Allowance payments will begin after ninety (90) days of employment and shall be divided and spread across biweekly pay periods through the last full pay period of each academic year. Residents must be Dignity Health employees at the time of disbursement to receive the allowance.

For 2024-2025 Academic Year payments shall begin the second full pay period following ratification.

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**FOR COMMITTEE OF INTERNS AND RESIDENTS (CIR):**

Signed by:
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Susan Naranjo
Executive Director, CIR/SEIU

Signed by:
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Dr. Bryan Medina, CIR/SEIU Bargaining Committee

Signed by:
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Dr. Bianca Robertson, CIR/SEIU Bargaining Committee

Signed by:
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Dr. Prisca Lu, CIR/SEIU Bargaining Committee

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Dr. Paola Santiago, CIR/SEIU Bargaining Committee

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**FOR CALIFORNIA HOSPITAL MEDICAL CENTER (CHMC):**

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Director, Employee & Labor Relations

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**Committee of Interns & Residents/SEIU**

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