

2014-2016

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
ALAMEDA HEALTH SYSTEM  
AND  
COMMITTEE OF INTERNS AND RESIDENTS/SERVICE EMPLOYEES INTERNATIONAL  
UNION**

This MEMORANDUM OF UNDERSTANDING is entered into by the Alameda Health System, hereinafter designated as "AHS," and the Committee of Interns and Residents/Service Employees International Union, hereinafter designated as "CIR/SEIU," as a recommendation to the Board of Trustees of AHS of those conditions of employment which are to be in effect from December 1, 2014 through November 30, 2016, for those employees working in Representation Unit IX referred to in Article 1. hereof.

AHS is committed to maintaining and improving the health of all Alameda County residents, regardless of their ability to pay. AHS will provide comprehensive, high quality medical treatment, health promotion, and health maintenance through an integrated system of hospitals, clinics, and health services staffed by individuals who are responsive to the diverse cultural needs of our community.

AHS, as a training institution, is committed to maintaining an environment that is supportive of a wide range of educational programs and activities. Education of medical students, interns, residents, continuing education for medical, nursing, and other staff, along with medical research, are all essential components of our environment.

The above represents a statement of intent and is not subject to the Grievance Arbitration provisions contained in Article 17.

**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 above referenced classifications. Not less than twice annually, in the months of January and July, representatives of AHS and CIR/SEIU shall meet for the purpose of assigning any other newly created classifications to the appropriate bargaining units. Such placement shall be by mutual consent. In case of disagreement, an arbitrator shall decide the matter.

In disputes between AHS and CIR/SEIU over the assignment of newly created classifications to appropriate bargaining units, the arbitrator shall decide the matter on the following basis:

- A.** The arbitrator shall reject any claim by CIR/SEIU to any newly created classification whose duties are substantially within the scope of: (1) management designated classifications; e.g., project specialists, management specialists, administrative interns or other administrative classifications, or (2) classifications represented by other employee organizations.

- B. The arbitrator shall determine any dispute over whether or not the scope of duties of a newly created classification is substantially within the scope of duties now included within CIR/SEIU-represented classification or if a newly created classification is without clear recent precedent in AHS service, whether or not the duties of such classification are, in general character, similar to those within CIR/SEIU-represented units provided, however, that the arbitrator shall have no power to assign a supervisory classification, as defined in the National Labor Relations Act, to a non-supervisory bargaining unit represented by CIR/SEIU. In case of an arbitration involving classifications without clear recent precedent in AHS service, the arbitrator shall receive as relevant evidence the views of affected employees.
- C. In the resolution of disputes arising from this Article 1., the parties agree on the selection of a permanent arbitrator for each fiscal year from a panel of no less than five arbitrators. In case of disagreement on the selection of the five member panel or the selection of the arbitrator, the provisions of Article 17 of this Memorandum of Understanding shall apply.

## **ARTICLE 2. NO DISCRIMINATION**

- A. No person shall be appointed, reduced or removed, or in any way favored or discriminated against because of his/her political or religious opinions or affiliations, or because of racial or national origin, or sexual orientation, and to the extent prohibited by law, no person shall be discriminated against because of age, sex, or physical disability.
- B. Neither AHS nor CIR/SEIU shall interfere with, intimidate, restrain, coerce, or discriminate against employees because of the exercise of rights to engage in Union activity.

## **ARTICLE 3. CIR/SEIU SECURITY**

### **A. Notice Of Recognized Association.**

Each AHS department shall post within the employee work or rest area a written notice which sets forth the classifications included within the representation unit referred to in Article 1 of the Memorandum of Understanding between AHS and CIR/SEIU and which includes any classification existing in the department, and the name and address of the recognized employee organization for the unit. The department shall also give a written notice to persons newly employed in representation unit classifications which notice 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 copy of the current Memorandum of Understanding to be supplied by CIR/SEIU. CIR/SEIU shall receive from AHS at least once annually during the month of August, the names and addresses of all new employees hired within the unit. CIR/SEIU agrees that it has a duty to provide fair and non-discriminatory representation to all employees in all classes of the unit for which this Article is applicable provided the employee pays CIR/SEIU dues, a service fee, or a charitable contribution.

**B. Agency Shop.**

Except as provided otherwise in this Article, employees in representation units referred to in Article 1. hereof, shall, as a condition of continuing employment, become and remain members of CIR/SEIU or shall pay to CIR/SEIU a service fee in lieu thereof. Such service fee shall be eighty-eight percent of CIR/SEIU dues and initiation fees (hereinafter collectively termed "service fee") of CIR/SEIU. Initiation fees shall not exceed a total of Fifty Dollars and shall only apply to employees hired after implementation of this Article.

**C. Implementation.**

Not later than thirty days after approval of this agency shop provision, AHS shall deliver to each employee subject to this Memorandum of Understanding, who is not also a member of CIR/SEIU, a notice advising that AHS has entered into an agency shop agreement with CIR/SEIU and that all employees subject to the Memorandum of Understanding must either join CIR/SEIU, pay a service fee to CIR/SEIU, or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a form for the employee's signature authorizing payroll deduction of CIR/SEIU dues or a service fee.

The employee shall have fourteen calendar days from the delivery of the authorization form, to fully execute the authorization of his/her choice and return said form to the AHS Payroll office.

If the form is not completed properly and returned within fourteen calendar days, AHS shall commence and continue a payroll deduction of service fees from the regular biweekly pay warrants of such employee. The effective date of CIR/SEIU dues, service fee, or a charitable contribution shall begin no later than the fourth pay period following implementation of this Article, and in accordance with the provisions of subsection G. herein.

Any employee hired by AHS subject to this Memorandum of Understanding on or after the date of implementation of this Article shall be provided through the employee's department with an authorization form listed above. Said employee shall have five working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to AHS Payroll.

If the form is not completed properly and returned within five working days, AHS shall commence and continue a payroll deduction of service fees from the regular biweekly pay warrants of such employee. The effective date of CIR/SEIU dues, service fee deductions or charitable contribution for such employees shall be the beginning of the first pay period of employment or the pay period this Article becomes effective for current employees, whichever is later, in accordance with the provisions of subsection G. herein except that initiation fees shall be deducted in two installments in successive pay periods, beginning with the first pay period.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues or service fees check-off authorized. When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings. In the case of an employee who is in a

non-pay status during only part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this connection, all other legal and required deductions (including health care deductions) have priority over CIR/SEIU dues and service fees.

**D. Religious Exemption.**

Any employee of AHS subject to this Memorandum of Understanding who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization and which is recognized as such by the National Labor Relations Board, shall, upon presentation of verification of active membership in such religion, body or sect be permitted to make a charitable contribution equal to the service fee in lieu of CIR/SEIU membership or service fee payment. Declarations of or applications for religious exemption and any supporting documentation shall be forwarded to CIR/SEIU within fifteen (15) days of receipt by AHS. CIR/SEIU shall have fifteen (15) days after receipt of a request for religious exemption to challenge any exemption granted by the AHS Chief Executive Officer or his/her designee. If challenged the deduction to the charity of the employee's choice shall commence but shall be held in escrow pending resolution of the challenge. Charitable contributions shall be by regular payroll deduction only. For purposes of this Article charitable deduction means a contribution to the Women's Refuge, the Emergency Shelter Program or the Emergency Food Bank Network.

**E. Exclusion Of Employees.**

The agency shop provisions set forth in subsections B, C, and D herein shall not apply to persons occupying positions designated as management, supervisory or confidential. AHS may designate positions as confidential. If any position designated confidential after the effective date of this agency shop provision is disputed by CIR/SEIU, the matter shall be decided by an arbitrator.

**F. Financial Reports.**

CIR/SEIU shall submit a financial report patterned after the financial report required pursuant to the Labor-Management Reporting and Disclosure Act of 1959 or pursuant to Section 3546.5 of the California Government Code, to the AHS Chief Executive Officer once annually. Copies of such reports shall be available to employees subject to the agency shop requirements of this Article at the offices of CIR/SEIU. Failure to file such a report within 100 days of the close of CIR/SEIU's fiscal year shall result in the termination of all agency fee deductions without jeopardy to any employee, until said report is filed.

**G. Payroll Deductions And Payover.**

1. Effective the first payroll period following the effective date of this Memorandum of Understanding between AHS and CIR/SEIU, or the first payroll period following the date of execution of such Memorandum of Understanding, whichever is later, AHS shall deduct CIR/SEIU dues or service fees and premiums for approved insurance programs from employee's pay in conformity with State and County regulations. In no event shall such deductions be made retroactively. AHS shall promptly pay over to the designated payee all sums so

deducted. AHS shall also periodically provide a list of all persons making charitable deductions pursuant to a religious exemption granted herein.

2. In the event that the Union designates a specific Political Action Committee ("PAC") in writing, employees shall be entitled to authorize deductions from their paychecks and AHS will remit such deductions to such a PAC provided that such contributions
  - a. are voluntary;
  - b. may not be retroactive;
  - c. must be specifically authorized in writing by the employee in a form to be approved by AHS; and
  - d. employees may revoke such authorizations at any time on written notice to AHS.

**H. Programming Fee.**

CIR/SEIU shall reimburse AHS for actual, reasonable and necessary costs of reprogramming in order to implement this agreement. Such costs shall not exceed CIR/SEIU's prorated share of such costs to be determined by dividing the total number of CIR/SEIU-represented employees subject to agency shop by the total number of AHS employees subject to agency shop and by multiplying this quotient times the total cost.

**I. 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 agency shop/PAC provisions herein. In no event shall AHS be required to pay from its own funds, CIR/SEIU dues, service fee, PAC contributions or charitable contributions, which the employee was obligated to pay, but failed to pay, regardless of the reasons.

**J. Suspension Of Agency Fees.**

For the duration of any strike, sanctioned, called or supported by CIR/SEIU, AHS may suspend collection of agency service fees without jeopardy to the employee.

**K. Election.**

On a date mutually agreed to by both parties, an on-site election will be held among those employees subject to agency shop in order to determine if employees in the unit approve an agency shop. Such election shall be conducted by the State Mediation and Conciliation Service or a mutually agreeable substitute. Voter eligibility lists will be provided to CIR/SEIU not less than forty-five days prior to the election. Necessary release time, including reasonable travel time, shall be provided to all employees wishing to vote.

AHS and CIR/SEIU shall mutually agree on the phrasing of the ballot. Employees eligible to vote will be all unit employees subject to this Memorandum of Understanding who are not excluded by the provisions of subsection E. herein. The election shall be determined by a majority of ballots cast. If a majority of those voting rejects an agency

shop, the unit shall continue to be covered under the maintenance of membership provisions currently in effect which are hereby included by reference as if fully set forth herein.

An election to implement the provisions of this Article shall not prohibit or restrict an election to rescind this Article as provided for by Section 3502.5 of the Government Code.

**L. Waiver Of Election For Newly Represented Employees And New Representation Units.**

The accretion of classifications and/or employees to the representation units set forth in Article 1 of this Memorandum of Understanding shall not require an election pursuant to subsection K. herein for the application of this agency shop provision to such classifications and/or employees. The recognition of newly established bargaining units and the inclusion of same within Article 1 of this Memorandum of Understanding shall also not require an election pursuant to subsection K. herein for the application of this agency shop provision to such units.

**ARTICLE 4. EMPLOYEE COMMUNICATION**

- 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 the Chief Executive Officer or designee and that such contact will not disrupt the business of the hospital.

**ARTICLE 5. SALARIES**

- A. For Resident Physician I, Resident Physician II, Resident Physician III, Resident Physician IV and Resident Physician V, the salaries are set forth in Appendix A.

Shared positions of house officers shall be raised to the next PGY (Post-Graduate Year) level after satisfactory completion of eleven months of full-time equivalent employment.

- B. WAGES.

Effective first pay period in December 2014

- C. Resident Physician I 2%
- D. Resident Physician II 2%
- E. Resident Physician III 2.5%
- F. Resident Physician IV 2.5%

**G. Resident Physician V 2.5%**

Effective first pay period in December 2015

**H. Resident Physician I 2%**

**I. Resident Physician II 2%**

**J. Resident Physician III 2%**

**K. Resident Physician IV 2%**

**L. Resident Physician V 2%**

**ARTICLE 6. BILINGUAL PAY**

Upon the recommendation of the Chief of Service and the approval of the Vice President of Human Resources, a person occupying a position requiring fluency in a language other than English shall receive the highest bilingual compensation established of the two Memoranda of Understanding between AHS and the Service Employees International Union.

A resident physician at AHS who speaks on average 5 hours per week of Spanish, Vietnamese, Cantonese or Tagalog in a patient care setting shall be eligible for bilingual pay as outlined in Article 6 of the CIR/SEIU MOU. Upon completion and submission of an application including a log demonstrating the resident has met this standard for bilingual pay that is signed by the program director, supervising attending physician or the medical director, the resident physician shall receive the bilingual pay for the duration of their employment at AHS, unless there is evidence that the Resident is not using the language as represented in the log originally submitted. The application will be made available at new employee orientation as well as through the Office of Labor Relations.

In the event a resident physician speaks a language other than the 4 listed above for an average of 5 hours per week, the resident physician shall submit the bilingual pay log to AHS Labor Relations and will be compensated as detailed above. This would include but not be limited to American Sign Language, Punjabi, Mandarin, Cantonese, Arabic, Amharic and Laotian.

\*\*Languages listed above in the second paragraph are based on the City of Oakland Equal Access Language Assistance Census Information.

AHS will agree to administer the tests for bilingual pay at least twice a year. At a minimum, the testing times will be scheduled as follows: During the week of orientation and during one week in the month of January. Housestaff shall be given four weeks notice prior to the testing dates. The tests shall take place at Highland Hospital. Requests for other testing dates may be submitted in writing to Human Resources at the Highland Hospital campus.

**ARTICLE 7. HEALTH, DENTAL AND VISION BENEFITS**

**A. Health Plans**

**1. Health Plan Coverage For Full-Time Employees**

- a. **AHS shall contribute toward the monthly provider’s charge for a comprehensive group health plan for eligible full-time employees, as well as their spouses/domestic partners and eligible dependents, according to the chart below. The current co-pays for office visits, services and prescriptions will be clearly described in the summary of each health plan made available to CIR employees during open enrollment.**
  - b. Employees shall be notified of changes and/or modifications of plans during open enrollment each year.
  - c. AHS’s contribution toward the providers charge shall be the full-time contribution subject to Article 7.A.3. below provided that the employee is on full-time paid status. If the employee is on paid status on less than a full-time basis, AHS’s contribution shall be as specified in 7.A.2.
2. **Health Plan Coverage For Employees Regularly Scheduled To Work Less Than The Normal Workweek:**

Any employee who is regularly scheduled to work less than the regular workweek for the job classification shall be entitled to elect coverage by a health maintenance organization or PPO as provided in Section 7.A.1 for full-time employees; provided, however, that the employee is on paid status at least 50% of the normal full-time workweek for the job classification.

Notwithstanding the foregoing, however, such employees who normally work at least 50% of the normal full-time biweekly schedule for the job classification, who were on the Alameda County payroll for the pay period beginning April 1, 1979, and who received 100% of the County contribution during said pay period, shall continue to be eligible for 100% of said contribution until (1) a break in part-time service, (2) a break in health plan coverage, (3) a change to full-time service from part-time service even if the employee reverts to part-time service, whichever shall first occur, but in no event shall said contribution exceed AHS’s contribution for coverage of full-time employees in comparable classes.

1. **Employee Contribution:**

<b>Kaiser High Option Plans</b>	<b>10%</b>
No deduction will exceed 5% of employee's base pay.	
<b>Freedom of Choice</b>	<b>10%</b>
No deduction will exceed more than 2.5% of employee's base pay.	
<b>Kaiser Mid Plan</b>	<b>5%</b>
<b>Kaiser Low Option Plan</b>	<b>No Contribution</b>
<b>HSA Independence Plan</b>	<b>No Contribution</b>

All payroll deductions will pre-tax.

2. **Part time employees contribute according to the following scale initially based on their average hours actually worked and paid for over the course of the twelve months prior to open enrollment (September 1<sup>st</sup> through August 31<sup>st</sup>). The**



**following FTE based on the averages is used only to determine eligibility for and contributions to the health and welfare plan:**

FTE	Employee Contribution- High Option Plans	Employee Contribution- Medium Option Plans
0.0 up to .50	Not Eligible for Plan	Not Eligible for Plan
.50	20%	10%
.60	18%	9%
.70	16%	8%
.80	14%	7%
.90	12%	6%
1.00	10%	5%

**a.** The subsidy for family coverage will be:

Employees Base 1.0 FTE Salary	Monthly	For
\$50,000 a year and under	\$50	Kaiser and Pacific Care High Option Family Plan (Employee + 2 or more)
Over \$50,000 to \$75,000	\$40	Kaiser and Pacific Care High Option Family Plan (Employee + 2 or more)
Over \$75,000	No Subsidy	

**3. Duplicative Coverage:**

This applies to married AHS employees (and employees in domestic partnerships as defined in Appendix B), both employed by AHS.

The intent of this Article limits AHS employees who are married or in a domestic partnership from both covering each other within the same health plan. Married AHS employees and employees in domestic partnerships, both employed by AHS, shall be entitled to one choice from the plans on offer.

4. Starting January 1, 2010, share the savings will be a flat \$250 per month for opting out of the health plan altogether. Employees will be able to opt out of the Dental Plan as well for \$20 per month; again, they would have to opt completely out. Married couples or domestic partners who both work for AHS are not be eligible for either share the savings or double health and/or dental coverage.

**5. Effect of Authorized Leave without Pay On Health Plan Coverage:**

Employees who were absent on authorized leave without pay, and whose health plan coverage was allowed to lapse for a duration of three (3) months or less, will be able to re-enroll as a continuing member in the same plan under which they had coverage prior to the authorized leave by completing the appropriate enrollment cards within thirty (30) calendar days of the date they return to work. The deductibles, maximums, and waiting periods shall be applied as though the

employee had been continuously enrolled. The effective date of coverage will be based on guidelines established by the AHS Human Resources Office.

Those whose health plan coverage was allowed to lapse for a duration greater than three (3) months will be able to re-enroll within thirty (30) calendar days of the date they return to work in the same manner as is allowed for new hires.

**6. Open Enrollment:**

Eligible employees may choose from among available options during an Open Enrollment period in the Fall of each year.

**7. Health Plan Coverage Of Employees Assigned On Rotation:**

For the purpose of determining eligibility for health plan coverage hereunder, service performed for another hospital by an employee assigned by the Medical Director on rotation to the hospital shall be treated as AHS service.

**8. Health Plan Coverage Of Employees Sharing Residencies:**

For the purpose of determining eligibility for health plan coverage hereunder, employees in shared residencies will be treated as if they were in AHS service the entire academic year.

**B. Dental Plans**

**1. Dental Plan Coverage For Full-Time Employees:**

AHS shall contribute the full cost of the provider's charge for a dental plan for full-time employees and their dependents, including a domestic partner (as defined in Appendix B) and their dependants, provided that the employee is on paid status at least 50 percent of the normal full time pay period for the job classification. Eligible full-time employees may elect any one of the following dental plan options provided through AHS.

**2. Dental Plan Coverage For Less Than Full-Time Employees :**

The dental plan for less than full-time employees shall provide the same benefit coverage as in effect for full-time employees as described in B.1 above. To participate, an employee must have a calculated FTE of .50 or higher in the prior look back period.

**3. Dental Plan Premium Payment on Final Paycheck Before Authorized Leave Without Pay Or Employee Separation:**

AHS shall make a dental plan premium payment on a final paycheck as per present practice for employees who are on paid status at least forty (40) hours in

the last biweekly pay period.

**4. Effect Of Authorized Leave Without Pay:**

Employees who are granted leave of absence without pay, whose dental plan coverage has lapsed for a period of ten (10) pay periods or less, and who return to work on paid status of at least 40 hours per pay period shall retain dental plan eligibility as further provided:

- a. Full-time and Part-time employees. Full time and Part time employees regularly scheduled to work 50% or more per pay period who were absent on authorized leave without pay, and whose dental plan coverage lapsed for a duration of ten (10) pay periods or less, will be re-enrolled in the dental plan as a continuing member with respect to the application of deductibles, maximums and waiting periods. Coverage will begin on the 15th day following the end of the biweekly period in which the employee worked one week or more.

Those whose dental plan coverage lapsed for a duration greater than ten (10) pay periods will be re-enrolled in the same manner as is allowed for new hires with respect to the application of deductibles, maximums and waiting periods. Coverage will begin on the 15th day following the end of the biweekly period in which the employee worked one week or more.

**5. Open Enrollment:**

Eligible employees may choose from among the options available during the annual open enrollment period.

**6. Dental Plan Coverage Of Employees Assigned On Rotation:**

For the purpose of determining eligibility for dental plan coverage hereunder, service performed for another hospital by an employee assigned by the Medical Director on rotation to the hospital shall be treated as AHS service.

**7. Dental Plan Coverage of Employees Sharing Residencies:**

For the purpose of determining eligibility for dental plan coverage hereunder, employees in shared residencies shall be treated as if they were in AHS service the entire academic year.

**C. Changes To Plan.**

In the event that Alameda Health System wishes to explore health and dental plans to be provided through alternate carriers or with modified plan designs, the Health System will notify the Union of its intent. The parties shall meet and confer regarding all proposed changes as well as AHS contribution toward such plans.

**D. Vision Reimbursement Plan.**

Employees shall be eligible for vision care reimbursement subject to the following criteria: The employee is eligible for reimbursement after six months of continuous

employment working at least 50% time or more each pay period. The employee shall be reimbursed for the cost of either lenses and frames or contact lenses specifically prescribed for the employee only up to a maximum reimbursement of \$200.00 in the 24-month period beginning July 1, 2001. Reimbursement will be made subject to applicable Finance Department procedures and requirements.

## **ARTICLE 8. DISABILITY/WORKER'S COMPENSATION**

### **A. Disability Insurance.**

AHS shall pay a maximum of \$10.00 per pay period through a payroll deduction/contribution to CIR/SEIU for a disability plan on behalf of all employees covered by this Memorandum of Understanding who meet the enrollment requirements. CIR/SEIU shall be the holder, administrator, and fiduciary of this policy.

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.

### **B. Workers' Compensation**

Resident Physicians shall be covered under Workers' Compensation.

## **ARTICLE 9 MEALS**

AHS agrees to provide free meals to resident physicians while resident physicians are on duty.

AHS is exploring a debit card option but the current practice will be in place until and if AHS implements that option. Upon implementation of the card system, AHS agrees to provide meals to resident physicians at a daily limit of \$30.00 for each employee. AHS reserves the right to distribute debit cards monthly if conditions warrant. They will be dropped into residents' mail boxes one week prior to their effective date.

The \$30 per day will be the maximum amount allowed; there will be no restrictions on what can be purchased up to this daily limit. All purchases that exceed the limits on the cards will be paid in cash at the time of purchase. The Food and Nutrition Department will issue guidelines on how the benefit will be administered and residents will follow those guidelines; these guidelines include but are not limited to:

- How cards for residents are verified for their use.

This meal benefit is for the sole use of the resident and is not transferable to other residents, employees or anyone else. The dollar limit is only good for each period the card is issued and is not a cumulative benefit to be rolled over from period to period. Any balances remaining on cards at the end of the designated period of use shall be cancelled. Residents may use multiple meal debit cards to purchase multiple meals for colleagues otherwise occupied tending to their patient care duties.

Nourishments will also be supplied for night work at the rate of \$50 total for all residents per

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

AHS and CIR will also meet upon request of either party to discuss the quality and variety of food offerings as well as other matters of mutual interest concerning the meals (excluding the amount of the cap) through normally scheduled labor management meetings.

#### **ARTICLE 10. UNIFORMS AND LAUNDRY**

AHS will provide and launder white coats to interns and residents through a contracted service at no cost to the intern or resident. 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.

Interns and residents will wear their white coats or scrubs while on duty if and when required by their attending physicians.

#### **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 as defined 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").

A floating holiday to be scheduled 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 13. LEAVES OF ABSENCE**

##### **A. Military Leave.**

Every employee shall be entitled to military leave of absence as specified in Chapter 7, Part 1, Division 2 of the California Military and Veterans Code. The employee must present to the supervisor a copy of his/her military orders which specify the dates and duration of such leave.

If such employee shall have been continuously employed by AHS for at least one (1) year prior to the date such absence begins, he/she shall be entitled to receive paid military leave as follows:

1. Paid military leave which may be granted during a fiscal year is limited to an aggregate of 30 calendar days during ordered military leave, including weekend days and travel time.
2. During the period specified in A.1. above, the employee shall be entitled to receive pay only for those days or fractions of days which the employee would have been scheduled to work and would have worked but for the military leave.
3. The rate of pay shall be the same rate the employee would have received for shifts he/she would have been scheduled to work or scheduled for paid holiday leave, had he/she not been on military leave.
4. In no event shall an employee be paid for the time he/she would not have been scheduled to work during said military leave.

Time spent on military leave shall be included in determining eligibility to occupy a classification based upon length of service.

**B. Maternity Leave.**

AHS will grant up to six (6) months of maternity leave for pregnant employees to begin from the time they can no longer perform normal house staff functions as determined by a physician. Such employee may elect to take time off allowances and/or sick leave in so far as they cover. It will be arranged with and by the Chief Medical Executive or designee. Specifics on making up this leave of absence will also be arranged through the Chief Medical Executive or designee.

**C. Paternity and Adoptive Leave.**

A prospective father or adoptive parent is entitled to paternity or adoptive leave of up to 12 weeks, the dates of which are to be mutually agreed by the employee and the Chief of Service. Such leave shall be scheduled within the period of 30 days prior to the estimated date of delivery/adoption and 30 days after the date of delivery/adoption. Such a Resident Physician may elect to take time off allowance as provided in Section 13.D, during the period of paternity/adoptive leave. The use of sick leave during paternity/adoptive leave shall not be permitted to fathers or adoptive parents unless they are otherwise eligible to use it as provided in Section 15.B. Reinstatement subsequent to paternity/adoptive leave of absence shall be to the same classification from which leave was taken and the Chief of Service shall make its best effort to return such employee to the same geographical location, shift, and where there is specialization within a classification, to the same specialization. Questions as to whether or not the Chief of Service has made its best effort herein, shall not be subject to the grievance procedure.

**D. Time Off Allowance.**

Resident Physicians I will receive four calendar weeks time off during each 12-month

appointment as scheduled by the Medical Director. Resident Physicians II, III, IV, and V will receive four calendar weeks scheduled time off each fiscal year. AHS will make every effort to assure that the employee takes his/her full time off. With the approval of the Medical Director, time may be carried forward to subsequent years in the event that full time off cannot be scheduled and taken due to exigencies which may arise. The Chief of Service shall solicit requests for consideration when scheduling time off and Resident Physicians may submit requests to the Medical Director for consideration when he/she is scheduling the time off. The final schedules shall be non-grievable.

Resident Physicians will receive five (5) additional days of time off during each twelve (12) month appointment which must be scheduled with the approval of the Medical Director and is not to be used in conjunction with other time off allowance nor carried forward to subsequent years. With the approval of the Medical Director, up to a maximum of two (2) weeks of untaken time off allowance may be paid in cash upon leaving AHS service.

If a Resident Physician is required to work or be on call during the first 24 hours of such time off, said employee will be compensated 1/40th of his/her biweekly pay for each 3-hour increment of unused time allowance in lieu of an equal amount of carry-over time-off allowance.

In addition, interns and residents shall be allowed up to five (5) working days off during a fiscal year to attend professional meetings or medical conferences providing that prior approval has been obtained from the appropriate Chief of Service; approval is contingent upon, among other factors, the need for coverage affecting patient care and the relevance of the meeting or conference to the resident's or intern's scope of study. Chief Residents and all senior or presenting residents and interns are eligible to be reimbursed for expenses incurred for travel, registration, fees, accommodations and meals in connection with such meetings or conferences to an aggregate maximum of \$500 per fiscal year.

**E. Personal Leave.**

An employee shall be allowed two (2) days in any academic year from his/her regular time off for personal leave. A Chief of Service shall not deny a request for this leave except for reasons critical to the operation of his/her department. Such personal leave shall be in segments of one (1) hour or more.

**F. Leave for Death in the Immediate Family.**

Leave of absence with pay because of death in the immediate family of a regularly scheduled person in AHS service may be granted by the Chief of Service for a period not to exceed three days. An additional two days' leave may be granted by the Chief of Service and charged to the employee's accrued sick leave balance in the event that one-way travel in excess of 300 road miles from the employee's residence is required. Entitlement to leave of absence under this Section shall be only for all hours the employee would have been scheduled to work for those days granted, and, insofar as the first three days are concerned, shall be in addition to any other entitlement for sick leave, emergency leave, or any other leave.

For purposes of this Section "immediate family" means mother, stepmother, father,

stepfather, domestic partner, husband, wife, son, stepson, daughter, stepdaughter, brother, sister, 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-in-law, sister-in-law, mother-in-law, father-in-law, grandparents and grandchildren. In the case of the death of the employee's mother-in-law, father-in-law, grandparents or grandchildren, where the decedent was not living in the employee's household, the employee shall be entitled to two days of paid leave of absence regardless of whether one-way travel in excess of 300 road miles from the employee's residence is required.

**G. 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.

**H. Paid Family Leave**

Effective July 1, 2004, employees are entitled to take Paid Family Leave pursuant to State law. Paid Family Leave runs concurrent with Family Medical Leave and California Family Rights Leave. Eligible employees must utilize one (1) week of available paid vacation leave prior to utilizing Paid Family Leave. Paid Family Leave benefits shall be integrated with all other paid leaves provided by the Memorandum of Understanding.

**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  
July 4th  
First Monday in September  
November 11th, known as "Veterans Day"  
Thanksgiving Day  
Day after Thanksgiving  
December 25th

2. 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 in writing by six (6) or more members of the Board of Trustees.

3. 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.

**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 part-time 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. 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.

1. **Amount And Duration Of Payment.** Employees shall be entitled to receive supplemental industrial sick leave with pay commencing with the fourth (4<sup>th</sup>) calendar day of such incapacity equal to the difference between 70% 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%** 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% 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. hereof, for the first three (3) work days of such disability.
2. **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:
  - a. who does not apply for or who does not receive temporary disability benefits under the Workers’ Compensation Law;

- b. whose injury or illness has become permanent;
- c. 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;
- d. who is retired on permanent disability or pension;
- e. who unreasonably refuses to accept other AHS employment for which he/she is not substantially disabled;
- f. whose injury or illness is the result of failure to observe AHS health or safety regulations or the commission of a criminal offense;
- g. 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
- h. 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.

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% of their regular schedule immediately preceding an industrial injury or illness.

#### **D. 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:**

- a. 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.
- b. 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 leave balances will be exhausted.
- c. A confidential medical verification including diagnosis and prognosis and estimated date of return to work must be provided by the recipient employee.
- d. A recipient employee is eligible to receive 180 working days of donated

time per employment.

- e. 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.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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**

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. 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 1/10 of his/her biweekly pay rate and 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 his/her biweekly pay rate for said work in lieu of receiving 24 continuous hours of off-duty time.

#### **ARTICLE 17. GRIEVANCE PROCEDURE**

##### **A. Employee Grievance.**

If an employee or CIR/SEIU has a grievance or complaint concerning the interpretation or application of the terms of this MOU, it shall be taken up in the manner set forth in this Subsection A. References to an AHS manager or officer shall include his/her designee. A grievance is an allegation by an employee, group of employees or CIR/SEIU that AHS has violated a condition of employment governed by a provision of this MOU provided that the issue is within the scope of representation as defined in Government Code Section 3504.

**B. Meeting with Supervisor.**

As a preliminary step, the employee shall first confer with his/her supervisor. No grievance shall be processed unless this meeting has occurred.

**C. STEP 1. Submission of Written Grievance to AHS Chief of Service.**

If the grievance or complaint is not thus settled, it shall be set forth in writing and submitted to the Chief of Service. The Grievance shall state:

1. the article/section of the MOU that has been allegedly breached;
2. the facts upon which it is based;
3. the remedy that is sought;
4. the date of the informal meeting with the supervisor.

Within ten (10) days of the written submission, the Chief of Service, or corresponding administrative level, shall provide a written response. There shall be a full and frank disclosure by both AHS and the Employee/CIR/SEIU of each other's position including the supporting rationale. If the grievance is not settled, within ten (10) days of the Step 1 response either party may request in writing that it be referred to the next step.

**D. STEP 2. Submission of Grievance to the Medical Director.**

Within ten (10) days of receiving the request, there shall be a Step 2 meeting with the Medical Director, or the Medical Director shall provide a written response. Although no meeting is required at this step, the employee and his/her representative may be present at, and participate in, any such hearing as the Medical Director may conduct. If the grievance is not settled, within ten (10) days of the Step 2 response either party may request in writing that it be referred to the next step.

**E. STEP 3. Meeting with the Chief Executive Officer (CEO).**

Within ten (10) days of receiving the request, there shall be a Step 3 meeting with the CEO or his/her designee. AHS shall provide the Union with its final written response within ten (10) days of the conclusion of the Step 3 meeting. If the grievance is not settled, within thirty (30) days of the written Step 3 response either party may request in writing that the matter be referred to Step 4, Arbitration.

**F. STEP 4. Arbitration.**

The arbitrator will be selected by the representatives of AHS and CIR/SEIU. If AHS and CIR/SEIU are unable to agree on the selection of an arbitrator, they shall jointly request the American Arbitration Association to submit a list of five 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. AHS and CIR/SEIU shall each pay one-half (1/2) of the costs of arbitration, including the fees of the arbitrator and other expenses of the arbitration proceeding, including a reporter, but not including compensation of costs of representation, advocacy or witnesses for either party.

**G. Union Grievances.**

Grievances by CIR/SEIU under Article 1 of this MOU, Recognition, may be filed at Step 3 of the Grievance procedure.

**H. Time Limits.**

No grievance or complaint shall be considered unless it has first been presented in writing at Step 1 (or in the case of a CIR/SEIU grievance, at Step 3) within sixty (60) calendar days of the date upon which the grievant or CIR/SEIU knew, or with reasonable diligence, ought to have known of the facts that gave rise to the grievance, and no grievance shall be submitted to arbitration unless a written demand to arbitrate (submission to Step 4) is presented within thirty (30) days of the final Step 3 response. On no account shall any grievance include a claim for money relief for more than sixty (60) days from the date of the grievance. With the exception of Step 4, if AHS fails to adhere to the time limits set forth in the Grievance Procedure, the grievance will be automatically advanced to the next step.

**I. Authority of Arbitrator.**

The arbitrator's award shall be final and binding on the parties. The arbitrator's authority shall be limited to the interpretation and application of specific provisions of this MOU and he/she shall have no power to add to, to subtract from or to change any of the terms or provisions of this MOU. The award shall be based upon the joint submission agreement of the parties, or in the absence of an agreed submission, the questions raised by the parties in respect to the specific interpretation and application of the Agreement.

**ARTICLE 18. 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, Housestaff Officers will have the right to have copies of all documents in their files. Copies will be made available to the housestaff officer within three (3) business days upon a written request by the housestaff officer. Separate written requests must be submitted to the

Human Resources Department for employment records and to the Graduate Medical Education Office for academic records.

Housestaff Officers shall have the right to place in their files a response to any evaluatory or adverse statement in their file.

No documents shall be placed in the files unless first shown to the Housestaff Officer and a copy provided to the Housestaff Officer. Any material placed in the Housestaff Officer's file not seen by the Housestaff Officer, shall be removed immediately and not considered in any disciplinary hearing.

Policies regarding Residents' access to their departmental files are dealt with in an attached sideletter "Access to Departmental Files."

## **ARTICLE 19. ALLOWANCE FOR USE OF PRIVATE AUTOMOBILES**

### **A. MILEAGE RATES PAYABLE.**

Subject to the provisions of this Article 19, effective on the date of ratification, 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 20. ON-CALL NIGHTS

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.



In the event a Resident Physician other than Chief Resident or Acting Chief Resident is required and authorized to work on-call duty in excess of the above stated limits or due to another Resident's illness, vacation, or other off-duty time, disability, leave of absence, emergency absence, removal from the payroll, termination, and/or resignation, or the employee volunteers to work extra on-call, then said employee shall be paid one-fortieth of his/her biweekly pay for each 3-hour increment of extra on-call.

## **ARTICLE 21. AHS FACILITIES**

### **A. On-Call Rooms:**

On-call rooms shall be available to male and female Resident Physicians when assigned to a required rotation. Rooms shall include a bed with bedding, blankets, and pillows, a bathroom (including shower), desk, chair, telephone, and bedside lighting. Wherever possible there shall only be one Resident or Intern assigned to each call room. AHS shall change the linen for all call room beds daily. Locks that can be operated from both inside and outside will be provided.

### **B. Work Space:**

Adequately equipped work space shall be provided in proximity to patient wards for Resident Physicians to complete charts (including dictations) and paperwork for patient care. AHS agrees to notify CIR/SEIU, and if requested, to meet and confer over any change from the existing work space referenced in this paragraph (current work space includes Rooms 5116, 5202, 5402, one desk phone in the cast room on 7W, 7E clean utility room, 9W Doctor's Lounge and Room 9103).

### **C. Office Space:**

Adequately equipped and properly supplied office space with working telephones in the acute hospital building shall be provided for the use of Resident Physicians at Highland Hospital. AHS agrees to notify CIR/SEIU of any change from the existing office space.

### **D. Chief Residents' Offices.**

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

### **E. Classrooms:**

Two spaces for classroom use which are appropriately furnished for instructional purposes will be provided at Highland Hospital. Phones will be immediately accessible.

### **F. Library:**

An adequately stocked and furnished, as defined by the Library Committee, medical library with 24-hour accessibility, will be available on the Highland Hospital campus. One Resident Physician will be included on AHS's Library Committee. AHS shall

provide each Resident with an e-mail account and access to MD consult.

**G. Lounge.**

A lounge at Highland Hospital will be provided for the exclusive use of the Resident Physicians and will include a pool table, television set, refrigerator, microwave oven and coffee maker. Maintenance for the above will be provided by AHS.

**H. Lockers.**

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

**I. 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.

**J. Call Rooms.**

AHS will maintain the current location of call rooms for the period of this contract, and will meet and confer with CIR/SEIU regarding the location of any future call rooms. This subsection will be arbitrable under Article 17, "Grievance Procedure."

**K. 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.**

**L. E-mail Storage**

In the interest of patient care, AHS agrees to provide each resident with at least 300 megabytes of e-mail storage space.

**M. Access to Electronic Medical Information**

**Electronic Health Records**

AHS and CIR share the goal of implementing an electronic health record system in the emergency department, ambulatory care and inpatient setting, that meets the standard of care in the region. To achieve this goal, AHS and CIR agree to meet as part of a Labor Management Committee on request 6 months prior to the implementation of an EHR system. The parties may mutually agree to continue to meet in the time leading up to the new EHR's implementation. Additionally, the parties agree to meet as part of the CIR Labor Management Committee on request within 1 month after the EHR has been implemented to evaluate its performance. AHS and CIR acknowledge that the provisions in Article 21 section L cannot be grieved beyond the third step of the grievance procedure and cannot be grieved to arbitration.

For further explanation of the Labor Management Committee process, see Article 22.

**N. AHS Facilities Grievance Procedure**

Subsections B, C, E and F herein shall only be grievable up to and including the third step of the grievance procedure as stated in Article 17, "Grievance Procedure". The decision of the Chief Executive Officer pertaining to grievances related to this Article's subsections B, C, E and F herein shall be final and binding and the grievant or his/her representative shall have no further recourse in the grievance procedure. Subsection A herein shall be grievable up to and including the fourth step of the grievance procedure as stated in Article 17. However, in construing Subsection A, an arbitrator shall initially have the power only to decide whether the standards set forth therein have been met, and will not have authority to determine or direct (affirmatively or negatively) how AHS should comply with Subsection A. If the arbitrator determines that AHS is in violation of Subsection A, AHS shall take appropriate steps to remedy the violation. If, within six months, in the opinion of CIR/SEIU, AHS has not achieved compliance with Subsection A in connection with the violations found by the Arbitrator, CIR/SEIU may reassert its claim to the arbitrator. Upon such second submission, if the arbitrator finds that AHS has had a reasonable time to comply with the terms of Subsection A but has failed to do so, then, and only then, may the arbitrator order AHS to follow a particular course of action which will effectuate compliance with the terms of Subsection A. However, in no event may such remedy exceed appropriations available in the current budget allocation for involved facility for such purposes.

**ARTICLE 23. SUPPORT AND ANCILLARY SERVICES**

**A. Support Services.**

AHS will provide access to Clinical Lab space for Resident Physicians in the main Highland Hospital laboratory and the satellite laboratory in the Emergency Department (with reference materials).

AHS will provide a reasonable amount of photocopying at no charge for the purpose of medical education, and each Resident's Department will provide transcription services for correspondence related to patient care.

**B. 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.

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.

Issues of mutual concern regarding ancillary services will be discussed in the House

Staff Affairs Committee. Department Chairs or supervisory personnel involved in these issues will be invited to attend these meetings to confer on solutions regarding these issues.

Questions as to whether AHS has provided the above shall only be grievable up to and including the third step of the grievance procedure as stated in Article 17 "Grievance Procedure" of this Memorandum of Understanding. The decision of the Chief Executive Officer pertaining to grievances related to this Article shall be final and binding. The grievant or his/her representative shall have no further recourse in the grievance procedure.

## **ARTICLE 24 PARKING**

AHS agrees to maintain a parking fee of \$28.00 biweekly until November 30, 2014 at which time AHS may re-open negotiations of the parking fees charged. AHS does not intend by this provision to reduce the parking options available to the Residents and Interns on the effective date of this agreement.

## **ARTICLE 25. PROFESSIONAL EXPENDITURE AND EQUIPMENT REIMBURSEMENT**

### **A. Professional Expenditure Reimbursement.**

Upon obtaining prior approval of the Chief Medical Officer, each intern and resident shall be eligible upon presentation of receipts to be reimbursed for professional expenditures on books, journals, state mandated medical licenses, registration fees for professional licensure examinations, equipment, board review courses and materials, elective conference tuition and/or registration fees, elective conference travel, professional association fees and educational/professional software up to the maximum level set forth herein for any annual period. Items costing \$200 and under shall not be subject to prior approval. Interns and residents may submit reimbursement claims anytime during the year for that year.

Effective 7/1/11, the cap for the reimbursement will be \$1,700 per academic year

### **B. Equipment Reimbursement**

All Resident Physicians are eligible for reimbursement for personal property provided that:

1. The amount claimed is not in excess of \$150.00.
2. 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.

## **ARTICLE 26. SAFETY**

### **A. Card Keys.**

A card key entry system shall be established in the emergency room in the new critical care building at Highland Hospital.

- B.** AHS will offer taxi vouchers for late night travel home on a pilot basis. For the month trial, there will be ten signed vouchers in ED Patient Registration. Residents will sign for them and comply with other rules for using such vouchers. After the pilot, AHS will evaluate and in its sole discretion decide whether and how long to extend the program.

## **ARTICLE 27. LABOR MANAGEMENT COMMITTEES**

The parties agree to formalize the practice of coming together once a month to discuss issues of mutual interest. The subjects discussed can include but are not limited to safety, ancillary service standards, capital equipment expenditures, affiliations, patient education materials, diversity recruitment, improving patient care, and other global items of mutual interest to continue the long term viability of AHS. The Committee will also discuss operational subjects such as computer software and hardware, food service, issues with construction and the new buildings, and schedules. If the Union notifies AHS ahead of time of the subject to be discussed, AHS will invite the appropriate decision makers to the meeting to help resolve the issues. At the request of either party, the committee will conduct a walk- through of resident workspace and on-call rooms as outlined in Article 21 to identify and address any facility issues. The union reserves the right to file a grievance(s) on violations of the terms and conditions of this agreement pursuant to Article 17, Grievance Procedure whether discussed in the labor management meetings or not. Article 26b details issues of particular interest that will be discussed during the duration of the 2014-2016 memorandum of understanding.

### **A. Quality Council**

CIR/SEIU shall have the right to nominate a representative to participate as a member of the Quality Council of Highland Hospital.

### **B. Diversity Recruitment Fund and Committee.**

AHS and CIR/SEIU support Affirmative Action in the recruitment and retention of minorities at AHS.

AHS agrees to provide \$12,000 on July 1<sup>st</sup> of each year to the CIR/SEIU Diversity Recruitment Fund to pay for the production of materials (such as a glossy brochure) to promote AHS's outreach to minority candidates and medical school deans and to upgrade the content of its website oriented to attracting minority candidates as well as for scholarships for diversity candidates applying to any AHS residency programs that have agreed to participate in the scholarship.. The parties agree the monies can be spent for other recruitment materials or activities not listed above by mutual consent. In addition, AHS will cooperate with and provide administrative support to CIR/SEIU in attempting to secure grant funding from outside sources to further these ends. Monies unspent will not carry over from year to year. Specific recommendations as to the use of these funds shall be made by the Labor Management committee. Each residency training program at AHS will send to the Labor Management Committee an annual statement of goals, methods of implementation, and achievement in the recruitment of minorities and women. These statements shall include data on the total number of applicants, and the number of women and minority applicants interviewed, ranked, and accepted.

### **C. CEO Meeting**

AHS and CIR/SEIU agree that CIR/SEIU elected delegates (not to exceed 5) and the CEO will meet at least annually to discuss global issues of mutual concern. The CEO may bring in other management personnel to the meeting as appropriate.

This meeting will not take the place of labor-management meetings and will not include items that can be discussed or resolved in the labor-management meetings or in the grievance procedure. The purpose of this meeting will be to discuss improving patient care, securing additional hospital funding, ways of advocating and promoting the Center with the community, state, and local and state elected officials, cost saving measures that can be taken within the Center, improving revenue through more efficient billing practices, and other global items of mutual interest to continue the long term viability of AHS.

The request to hold this meeting along with a proposed agenda will be presented by CIR/SEIU at least one week prior to the mutually convenient meeting date for review by the CEO and AHS labor relations. Either party may request additional meetings during the year which will be held by mutual consent.

## **ARTICLE 27b LABOR MANAGEMENT COMMITTEES**

### **Labor Management Committee**

AHS and CIR agree to meet monthly in a Labor Management committee to address ongoing need for communication in the following specific areas. This committee will focus on:

1. Electronic Health Record roll out and implementation throughout the hospital.
2. Providing additional computers for resident physician use around existing facilities.
3. Improving the efficiency of the PCF approval and acquisition process.

This committee will provide a venue for resident physicians to give input on and receive information about developments at AHS which affect them.

In addition, AHS and CIR agree to address assignment of the call rooms in the new Acute Care Tower as a part of the Labor Management Committee. Meetings will be held which include will include representatives of CIR and all stakeholders involved in the process including Internal Medicine, Surgery (all specialties), Critical Care, Trauma, Maternal & Child Health and the Director of ATR transitions. These meetings will begin (six) 6 months before the opening of the Acute Care Tower. The opening is anticipated to be March 2016; meetings will begin in October 2015. These meetings to address the assignment of call rooms will either take the place of the monthly Labor Management Committee meeting or will be held in addition to the regularly scheduled meetings.

### **ARTICLE 28. REQUIRED TRAINING COURSES**

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

<u>COURSE:</u>	<u>ONLY GROUP FOR WHICH TRAINING PROVIDED:</u>
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 others 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.

## **28b. REQUIRED LICENSURES NOT PROVIDED BY AHS**

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

**DEA License**

**California Medical License**

AHS will reimburse all residents who were issued their licenses on or after September 30, 2014.

AHS will not reimburse resident physicians for renewals of these licenses.

## **ARTICLE 29. 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 Highland Graduate Training 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.

### **ARTICLE 30. 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.

- 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. Upon receipt of any such change, CIR/SEIU may request to meet and confer on the change(s) in the individual letter of appointment.
- 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.

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

### **ARTICLE 31. 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) months' duration.

### **ARTICLE 32. NATIONAL BOARD EXAMS**

AHS will provide coverage so that all Resident Physicians taking the National Board Exam Part III, 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 33. NO STRIKE, NO LOCKOUT**

During the term of this MOU, CIR/SEIU, its members and representatives agree that it and they will not engage in, authorize, or sanction a strike, stoppage of work, or withdrawal of services.

AHS will not lockout employees during the term of this Memorandum of Understanding.

### **ARTICLE 34. 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 35. 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 36. ENACTMENT**

It is agreed that the foregoing shall be jointly submitted to the AHS Board of Trustees by the Director of Human Resources and CIR/SEIU for the Board's consideration and approval.

ARTICLE 37. TERM OF MEMORANDUM

This Memorandum of Understanding shall become effective upon the approval by the Board of Trustees and shall remain in and be given full effect from December 1, 2014 through and including November 30, 2016.

Signed and entered into February 6, 2015.

FOR AHS


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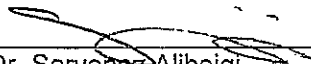
  
Jeanette Loudon-Corbett  
Chief Human Resources Officer


  
Dick Dodson  
Labor Relations Director

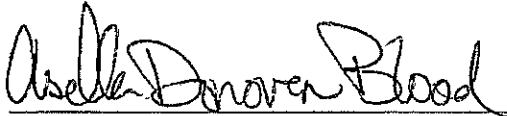
  
Adam Cole  
Labor Analyst

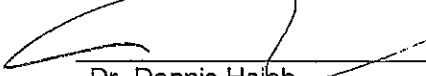
FOR CIR/SEIU


  
Dr. Michael Wang  
Internal Medicine Delegate

  
Dr. Sarvenaz Alibeigi  
Internal Medicine Delegate

  
Dr. Dominick Maggio  
Emergency Medicine Delegate

  
Asella Donovan-Blood  
CIR Contract Organizer

  
Dr. Dennis Hsieh  
Emergency Medicine Delegate

  
Katy Lundgren  
CIR Contract Organizer

## APPENDIX A

### WAGES

Listed herein are all those AHS Resident Physician classifications represented by CIR/SEIU in Representation Unit IX. These wages are established by the Alameda Health System Board of Trustees.

	<b>Pay Period 1 of 2014</b>		
	Annual	Hourly	Bi-weekly
RESIDENT PHYSICIAN I	\$ 54,855.45	\$26.3728	\$2,109.83
RESIDENT PHYSICIAN II	\$ 62,283.18	\$29.9438	\$2,395.51
RESIDENT PHYSICIAN III	\$ 64,591.29	\$31.0535	\$2,484.28
RESIDENT PHYSICIAN IV	\$ 68,027.64	\$32.7056	\$2,616.45
RESIDENT PHYSICIAN V	\$ 72,886.76	\$35.0417	\$2,803.34

	<b>Pay Period 1 of 2015</b>		
	Annual	Hourly	Bi-weekly
RESIDENT PHYSICIAN I	\$55,952.56	\$26.90	\$2,152.03
RESIDENT PHYSICIAN II	\$63,528.84	\$30.54	\$2,443.42
RESIDENT PHYSICIAN III	\$66,206.07	\$31.83	\$2,546.39
RESIDENT PHYSICIAN IV	\$69,728.33	\$33.52	\$2,681.86
RESIDENT PHYSICIAN V	\$74,708.93	\$35.92	\$2,873.42

	<b>Pay Period 1 of 2016</b>		
	Annual	Hourly	Bi-weekly
RESIDENT PHYSICIAN I	\$57,071.61	\$27.44	\$2,195.07
RESIDENT PHYSICIAN II	\$64,799.42	\$31.15	\$2,492.29
RESIDENT PHYSICIAN III	\$67,530.19	\$32.47	\$2,597.32
RESIDENT PHYSICIAN IV	\$71,122.90	\$34.19	\$2,735.50
RESIDENT PHYSICIAN V	\$76,203.11	\$36.64	\$2,930.89

### RELOCATION ALLOWANCE

Effective July 1, 2014, all interns and new residents will receive a relocation allowance of \$2,000 without showing expense receipts. Residents who provide receipts detailing allowable expenses may instead receive a relocation allowance reimbursement of up to \$2,250.

Qualifying expenses include moving expenses and the first month's rent at a local residence.

Payment of relocation allowances shall be made by August 1st of each academic year.

**CHIEF RESIDENT DIFFERENTIAL**

Chief Residents in Medicine, Emergency Medicine and OMFS shall receive an additional salary supplement of \$875.00 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 Medicine, up to two (2) Chief Residents in Emergency Medicine and up to three (3) Chief Residents in OMFS.

## **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.

**Sideletter of Agreement  
between  
Alameda County Medical Center(ACMC)  
and CIR/SEIU**

**CIR/SEIU Patient Care Fund - A**

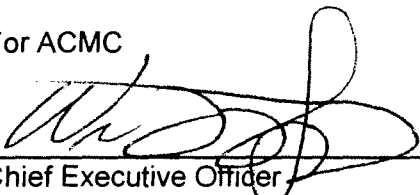
Providing quality patient care is the core mission of both the CIR/SEIU intern and resident physicians and the Alameda Health System. To further advance this mission both parties recognize that intern and resident physicians should be able to recommend patient-related purchases to improve the quality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

- AHS will establish a special fund for the purchase of equipment and supplies directly related to patient care necessary to improve that care at AHS. This fund will be known as the Committee of Interns and Residents Patient Care Fund.
- 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 AHS CEO or designee. Any AHS intern or resident may make a request for a purchase using Fund money to the Committee. Recommendations made by the Committee will be sent to the AHS CEO or designee for final approval in consultation with the Chief Medical Officer. Consideration shall be given to both the initial and long term costs of the purchase, all of which must be covered by the Patient Care Fund both for the year of the request and for future years unless otherwise agreed by CIR/SEIU and AHS.
- Committee recommendations accepted by the CEO will be forwarded to the AHS purchasing department who will locate and purchase the item using CIR Patient Care Fund money. Should the CEO reject a proposal, the CEO will communicate this to the Committee in writing within 30 days. The decision of the CEO shall be final and is not subject to the grievance or arbitration provisions of the CIR/SEIU Memorandum of Understanding.
- AHS agrees to provide \$70,000.00 on January 1, 2015 to the CIR/SEIU Patient Care Fund. The funds in the CIR/SEIU Patient Care Fund shall be committed or used by November 30, 2016. Any unused funds shall be returned to the Medical Center's general fund.
- An additional \$10,000.00 and up to \$10,000 of the above-mentioned \$70,000 may be used annually to pay for quality improvement and research projects. The funds in the CIR/SEIU Patient Care fund shall be committed or used by November 30, 2015. Any unused funds shall be returned to the Medical Center's general fund.
- The scope of quality improvement projects include: efficiency, performance, accountability, effectiveness, patient outcomes, indicators of quality and service,

- The scope of quality improvement projects include: efficiency, performance, accountability, effectiveness, patient outcomes, indicators of quality and service, and to improve the health of the ACMC patient population. The Patient Care Fund Committee made up of interns and residents will be responsible for maintaining the fund balance and reviewing quality improvement project proposals and making recommendations to the ACMC CMO or designee. Examples of QI projects to be funded include: office supplies, technology which will remain property of ACMC, expenses related to guest speakers on QI, resident physician participation in QI conferences, expenses to pay medical, nursing or social work student stipends for project involvement. Students hired to participate in QI projects must be affiliated with ACMC.

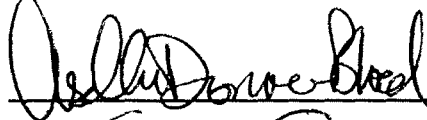
Each QI proposal must include the following in the application for funds: goals of the project, project overview including scope as defined above, a faculty or supervisory staff member advisor (i.e. nurse or social work manager, attending physician, program director), budget overview and timeline of project. The project must be endorsed by the individual Department QI Committee and / or the appointed departmental QI faculty member before the project is presented to the Patient Care Fund Committee. Once the Patient Care Fund Committee has approved the proposal, the proposal is sent to the CMO or designee who has 30 days to give final approval. Should a project be rejected, the CMO or designee will respond within 30 days in writing to the Patient Care Fund Committee. In the event a proposal is rejected, the decision is final and cannot be appealed. Once the project is approved the items requested for purchase must be purchased within a timely manner for the QI project to begin. When the QI project is complete, the resident physician will present the outcomes in writing or in person to the Patient Care Fund Committee and the ACMC CMO.

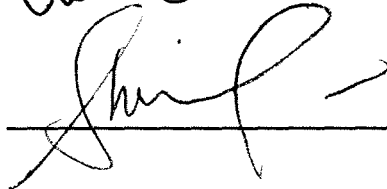
For ACMC

  
 \_\_\_\_\_  
 Chief Executive Officer

  
 \_\_\_\_\_  
 CHRO

For CIR/SEIU

  
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**Sideletter of Agreement  
between  
Alameda County Medical Center (ACMC)  
and CIR/SEIU**

**May 26, 1994**

This is to confirm the understanding reached during the 1994 negotiations sessions between representatives of Alameda County and the Highland Association of Interns and Residents with respect to the issues specified herein. These provisions are not grievable.

**MEDITECH COMPUTERS**

The Hospital will provide for the installation of one Meditech computer terminal for each nurse's station on the 5th, 7th and 9th floors and in designated clinic areas.

The Hospital will make every reasonable effort to assure the installation of a minimum of four computers by July 15, 1994, will full installation of the remaining computers to be completed by September 1, 1994.

CIR/SEIU shall have the right to have a representative participate in the Meditech Planning Committee as well as to provide input in establishing the priority of locations for the initial computer installation.

**SECURITY**

Within six months of the adoption of a new 1994 Memorandum of Understanding by the Board of Supervisors, the Highland Hospital Security Plan developed in 1993 will be fully implemented.

CIR/SEIU shall have the right to have a representative participate on the Highland Security Task Force.

**LIBRARY**

Within six months of the adoption of a new 1994 Memorandum of Understanding by the Board of Supervisors, the Hospital will make every reasonable effort to relocate the Medical Library to the First Floor of the old Hospital wing. It is understood that such relocation is contingent upon the completion of cost analysis and engineering feasibility reports.

CIR/SEIU shall have the right to have a representative participate in the Hospital Library Committee.

**ROTATION TO OTHER FACILITIES**

All terms and conditions of employment for Resident Physicians as set forth in the Memorandum of Understanding between the County of Alameda and the CIR/SEIU will be in effect when Resident Physicians are engaged in patient care on a required rotation at other facilities. This provision does not extend to surgery residents hired after January 1, 1994, who are not on the County payroll.



**HEALTH PLAN COVERAGE**

The County will provide health plan coverage to domestic partners of Resident Physicians as defined by the Health Carriers' contracts, and as adopted by the Board of Supervisors, if and when this benefit is extended to other unions within Alameda County

**FOR APMC**

**FOR CIR/SEIU**

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Sideletter of Agreement  
between  
Alameda County Medical Center (ACMC)  
And  
CIR/SEIU

December 20, 2005

Representatives for the CIR/SEIU and representatives for the ACMC during the negotiations for a successor Memorandum of Understanding agreed that Article 7 Health and Dental Plans would be modified during the term of the MOU in the following manner:

**PROPOSAL #2                      Article 7                      HEALTH AND DENTAL PLANS**

**A.                      HEALTH PLAN COVERAGE**

ACMC proposes that any modifications to Health Plan coverage that SEIU Local 616, SEIU Local 535, or SEIU Local 250 agree to that those changes will be implemented at the same time for CIR/SEIU.

**B.                      DENTAL PLANS.**

ACMC proposes that any modification to Dental Plan coverage that SEIU Local 616, SEIU Local 535, or SEIU Local 250 agree to that those changes will be implemented at the same time for CIR/SEIU.

For ACMC

For CIR/SEIU

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Director of Human Resources

Sideletter of Agreement  
Between  
ACMC and CIR  
February 1, 2011

In lieu of further bargaining health and welfare benefits during the main table 2010 contract negotiations, Alameda County Medical Center and CIR agree that the Union will participate in a joint labor management committee with the purpose of exploring ways of reducing and/or holding down the cost of employee health, vision and dental plans for both the Center and the employees. The Healthcare Cost Containment Labor Management Committee has been meeting and will continue to meet after the new MOU is ratified. Other bargaining units are invited to participate. The parties may mutually agree to add other members and/or bring in others inside and outside the organization on an ad hoc basis to assist in the Committee's mission.

The Committee will not be restricted to the health care and dental plans in existence at the time this agreement is signed and has the discretion and authority to reopen the contract solely for a ratification vote on any changes recommended by the committee. In considering the various options the Committee will bargain in good faith to reach a consensus on which plan or plans to select and the terms governing said plans. Should these good faith negotiations fail to result in an agreement, and should an impasse be reached, the parties retain all rights and options available during post contract term negotiations.

For CIR/SEIU:

For ACMC:

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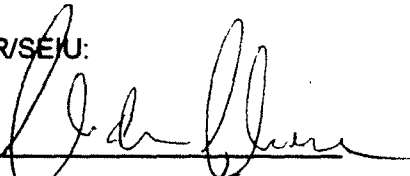
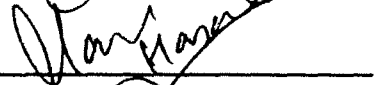
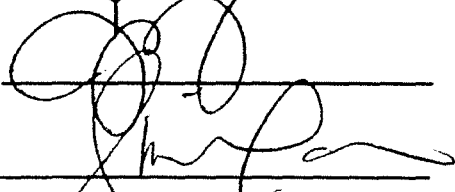
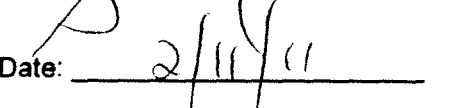
Date: \_\_\_\_\_

Sideletter of Agreement  
Between  
ACMC and CIR  
February 1, 2011


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The Committee will not be restricted to the health care and dental plans in existence at the time this agreement is signed and has the discretion and authority to reopen the contract solely for a ratification vote on any changes recommended by the committee. In considering the various options the Committee will bargain in good faith to reach a consensus on which plan or plans to select and the terms governing said plans. Should these good faith negotiations fail to result in an agreement, and should an impasse be reached, the parties retain all rights and options available during post contract term negotiations.

For CIR/SEIU:

  
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\_\_\_\_\_  
Date: 2/11/11

For ACMC:

  
\_\_\_\_\_  
Date: March 3, 2011

Sideletter of Agreement  
between  
Alameda County Medical Center (ACMC)  
And  
CIR/SEIU

December 20, 2005

Representatives for the CIR/SEIU and representatives for the ACMC during the negotiations for a successor Memorandum of Understanding agreed that Article 7 Health and Dental Plans would be modified during the term of the MOU in the following manner:

**PROPOSAL #2                      Article 7                      HEALTH AND DENTAL PLANS**



**A.                      HEALTH PLAN COVERAGE**

ACMC proposes that any modifications to Health Plan coverage that SEIU Local 616, SEIU Local 535, or SEIU Local 250 agree to that those changes will be implemented at the same time for CIR/SEIU.


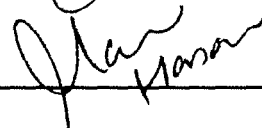
**B.                      DENTAL PLANS.**

ACMC proposes that any modification to Dental Plan coverage that SEIU Local 616, SEIU Local 535, or SEIU Local 250 agree to that those changes will be implemented at the same time for CIR/SEIU.

For ACMC

  
\_\_\_\_\_  
Chief Executive Officer  
  
\_\_\_\_\_  
Director of Human Resources

For CIR/SEIU

  
\_\_\_\_\_  
  
\_\_\_\_\_

**MEMORANDUM  
OF  
UNDERSTANDING**

**COMMITTEE OF INTERNS AND RESIDENTS/  
SERVICE EMPLOYEES INTERNATIONAL UNION**

**AND**

**THE ALAMEDA HEALTH SYSTEM**

**DECEMBER 1, 2014 – NOVEMBER 30, 2016**



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