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MOU – LAGMC (LAC-CBA-FINAL-MOU-12.05.22.pdf)

MOU – KSOM (CIR - KSOM Final MOU exp April 2025.pdf)



Collective Bargaining Agreement

Between

County of Los Angeles

and the

Committee of Interns and Residents/SEIU

April 1, 2022 – March 31, 2025

Committee of Interns and Residents (CIR)

National Affiliate of Service Employees International Union (SEIU)

The Committee of Interns and Residents/SEIU (CIR/SEIU) represents over 22,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California, New Mexico, Illinois, Vermont Collective bargaining agreements covering both public and private sector hospitals.

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

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

Know your rights and benefits – read your CIR contract!

Committee of Interns and Residents/SEIU

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MEMORANDUM OF UNDERSTANDING
FOR JOINT SUBMISSION
TO BOARD OF SUPERVISORS
REGARDING
COMMITTEE OF INTERNS AND
RESIDENT (CIR) PHYSICIANS
EMPLOYEE REPRESENTATION UNIT

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 2nd
day of August 2022,

BY AND BETWEEN

Authorized Management Representatives (hereinafter
referred to as "Management") of the County of Los
Angeles (hereinafter referred to as "County")

AND

COMMITTEE OF INTERNS AND RESIDENTS, AN
AFFILIATE OF THE COMMITTEE OF INTERNS AND
RESIDENTS/SEIU, (AKA INTERNS AND RESIDENTS
ASSOCIATION OF LOS ANGELES COUNTY-
UNIVERSITY OF SOUTHERN CALIFORNIA MEDICAL
CENTER; INTERNS AND RESIDENTS ASSOCIATION OF
THE LOS ANGELES COUNTY HARBOR
GENERAL HOSPITAL; (hereinafter referred to as
"CIR")

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ARTICLE 1 RECOGNITION

Section 1.

Pursuant to the provisions of the Employee Relations Ordinance of the County of Los Angeles and applicable State law, the Committee of Interns and Residents/SEIU (a.k.a. Interns and Residents Association of Los Angeles County - University of Southern California Medical Center; Interns and Residents Association of the Los Angeles County Harbor- UCLA Medical Center; Interns and Residents Association of the Los Angeles County Martin Luther King, Jr./Drew Medical Center) was certified on April 4, 1973, by County's Employee Relations Commission (Employee Relations Commission Docket No. R-121-72) as the majority representative of County employees in the Intern and Resident Physicians Employee Representation Unit (hereinafter "Unit") previously found to be appropriate by the Employee Relations Commission.

Management hereby recognizes the Committee of Interns and Residents/SEIU (aka Interns and Residents Association of the Los Angeles County-University of Southern California Medical Center; Interns and Residents Association of the Los Angeles County Harbor- UCLA Medical Center; Interns and Residents Association of the Martin Luther King Outpatient Center and Rancho Los Amigos National Rehabilitation Center) as the certified majority representative of the employees in said Unit.

Section 2. Exclusive Recognition

Management agrees that it shall recognize CIR as the exclusive representative of the employees in said Unit when County rules, regulations or laws are amended, and CIR has shown it has met the requirements of any such new rules.

ARTICLE 2 IMPLEMENTATION

This Memorandum of Understanding constitutes a mutual recommendation to be jointly submitted to County's Board of Supervisors. It is agreed that this Memorandum of Understanding shall not be binding upon the parties either in whole or in part unless and until said Board of Supervisors:

- A. Acts, by majority vote, formally to approve said Memorandum of Understanding.
- B. Enacts necessary amendments to all County ordinances, including the Los Angeles County Code, and
- C. Acts to appropriate the necessary funds required to implement the provisions of this Memorandum of Understanding which require funding.

In the event the County Board of Supervisors fails to take all of the aforementioned acts necessary to implement this Memorandum of Understanding, it is agreed and understood by the parties that this entire Memorandum of Understanding shall be null and void.

Implementation shall be effective as of the date approved by the Board of Supervisors.

ARTICLE 3 TERM

The term of this Memorandum of Understanding shall commence on the date when the terms and conditions for its effectiveness, as set forth in Article 2, Implementation, are fully met, but in no event shall said Memorandum of Understanding become effective prior to 12:01 a.m. on April 1, 2022. This Memorandum of Understanding shall expire and otherwise be fully terminated at 12:00 midnight on March 31, 2025.

ARTICLE 4 RENEGOTIATION

In the event either party hereto desires to negotiate a successor Memorandum of Understanding, the party shall serve upon the other during the period from November 15 through November 30, 2024, its written request to commence negotiations as well as its initial written proposals for such successor Memorandum of Understanding. Both parties to this Memorandum of Understanding shall provide their full and complete proposals regarding this Memorandum of Understanding to the other no later than December 15, 2024. Negotiations shall commence no later than December 15, 2024.

The parties agree that the terms and conditions of the MOU shall remain in full force and effect until CIR or Management gives ten days' notice of its intention to terminate said MOU at a date after its expiration pursuant to Article 3, "Term.

ARTICLE 5 NON-DISCRIMINATION

The parties mutually recognize and agree fully to protect the rights of all employees hereby to join and participate in the activities of the CIR and all other rights in the Employee Relations Ordinance and Government Code, Sections 3500 through 3511.

No bargaining unit member shall face intimidation or retaliation for exercising their right to participate in union activities or for seeking union representation for the purpose of grievance or defense in a disciplinary action.

The provisions of this Memorandum of Understanding shall be applied equally to all employees covered hereby without favor or discrimination because of race, color, sex, age, national origin, citizenship, place of medical education, political or religious opinions or affiliations, sexual orientation, or disabilities or other factors not directly related to successful performance of the job.

ARTICLE 6 SALARIES

Section 1. Recommended Salary Adjustment

The parties agree jointly to recommend to County's Board of Supervisors that said Board adopt and implement the following salaries applicable to employees in this Unit on the effective dates indicated below:

5.5% effective October 1, 2022

3.25% effective October 1, 2023

3.25% effective October 1, 2024

	Current Salary	Aggregate for 10/1/2022	Salary Oct 1, 2022	Salary Oct 1, 2023	Salary Oct 1, 2024
PGY1	\$58,977.48	14.50%	\$67,821.15	\$70,025.34	\$72,301.16
PGY2	\$64,060.20	8.50%	\$69,611.02	\$71,873.37	\$74,209.26
PGY3	\$69,410.16	5.50%	\$73,227.72	\$75,607.62	\$78,064.87
PGY4	\$74,797.08	5.50%	\$78,910.92	\$81,475.52	\$84,123.48
PGY5	\$80,039.04	5.50%	\$84,441.19	\$87,185.53	\$90,019.06
PGY6	\$85,462.08	5.50%	\$90,162.49	\$93,092.78	\$96,118.29
PGY7	\$90,559.80	5.50%	\$95,540.59	\$98,645.66	\$101,851.64

The parties having jointly reviewed and considered available salary and wage information data, agree that the recommended salaries set forth herein were negotiated in good faith, and that said salaries were determined independently of race, gender, age or national origin.

Section 2. Physician Service Assignments

- A. A Physician, Post Graduate, shall have the approval of his Chief of Service to participate in Physician Service Assignments.
- B. The Chief of Service shall not unreasonably withhold approval.
- C. These assignments shall be limited to 96 hours per month.
- D. There shall be no substantial change in the current practice of Physician Service Assignments.

If there is a substantial change it will be subject to the meet and confer in good faith process.

- E. Physicians, Post Graduate II or higher performing in a "Physicians Service Assignment" shall receive the remuneration established in the Physician Pay Plan of the Los Angeles County Code.

Section 3. Advancement

Members of this bargaining unit will advance along a predictable progression of Physician Post-Graduate years, one year for every year of training in an accredited training program. The members will receive the salary associated with the PPG level of their primary training program. Individuals who transfer into another primary training program or select a secondary training program will receive that salary that is identified with the entry level of that specific training program as determined by management. Under no circumstances will a resident be paid higher than PPG - VII, as identified in this Memorandum of Understanding.

All residents in the LAC+USC six-year Oral and Maxillofacial surgery Program will be paid at the PGY 3 level in their fifth year of training and advance to the PGY 4 level in their sixth year of training.

Section 4. Chief Resident Bonus

In cases where a member of this bargaining unit, who is in an accredited training program, is requested or recruited to function in a Chief Resident position, the Physician Post-Graduate shall receive a bonus of \$325.00 for each full month, not to exceed 12 months, served in this position. The bonus shall be paid in one lump sum at the conclusion of the assignment. To qualify for this bonus the Chief Resident must perform functions including but not limited to: scheduling, clinical supervision and education of Physician Post-Graduates involved in a training program and not simply as a requirement of the program.

Section 5. Non-Resident Items

It is understood that, in some departments, physicians that complete resident training continue on physician post-graduate items to supervise residents still in training. The Department of Health Services will continue to pursue the appropriate allocation and funding of these non-resident items.

ARTICLE 7 QUALITY PATIENT CARE FUND

In recognition of Residents foregoing pay raises in a previous contract, the Department of Health Services, and Chief Executive Office will recommend to the Board of Supervisors that a fund, to be identified as the CIR Quality Patient Care Fund, be established within the Department of Health Services effective on the date of Board approval of this Agreement. The amount of the CIR Quality Patient Care Fund will be \$ 2,222,500 each year for fiscal years ~~2021-2022~~ 2022-2023, 2023-2024, and 2024-2025. The \$2,222,500 will be appropriated by relative employee size of the institutions as follows:

\$1,210,000 for the use of LAC+USC Medical Center house staff; \$990,000 for the use of Harbor/UCLA Medical Center house staff and \$22,500 for the 15 residents/dental interns at the Martin Luther King Jr and Rancho Los Amigos facilities. Sixty calendar days prior to the end of each fiscal year, CIR will provide the respective institution an accounting of any unused funds. Said unused funds will then be eligible to be rolled over into the next fiscal year. The total amount of rolled over funds in any given year will be limited to equal the amount of the initial fiscal year allocation (e.g., \$1,210,000; \$990,000; and/or \$22,500).

In the event more than 15 residents/dental interns are designated to the Martin Luther King Jr. and Rancho Los Amigos facilities, either party can request to meet to discuss providing additional funding to the Quality Patient Care Fund based upon the increased number in residents/dental interns at the Martin Luther King Jr. and Rancho Los Amigos facilities. This meeting shall take place within 30 business days.

This fund shall be inviolate and free from assessments, freezes, impounds or deferrals, and may be used only for improved quality of patient care.

The Director of the Department of Health Services shall have direct control of the fund. During the term of this Memorandum of Understanding, all of the committees provided in 2 and 3 below shall meet as a "Steering Committee" and by mutual agreement allocate funds to the institutional level, taking cognizance of all recommendations.

Funds allocated to the institutional level will be administered as follows:

1. Authority to commit and expend the funds will be vested in the institutional administrators.
2. The institutional administrator shall appoint a "Team." Medical Directors, physician service chiefs and director of patient care services may be appointed to this Team. This Team shall not exceed five in number.
3. Interns and Residents at each institution shall convene and designate a "Team". This Team shall not exceed five in number.
4. When issues involve Preventive Health, Mental Health, Nursing and Ambulatory Care needs, representatives from these areas shall participate in the discussions.
5. Mutual agreement of the teams at each institution listed in 2 and 3 shall be required to initiate the authority to expend as provided in 1 above.

6. The CIR shall submit its list of requested patient care equipment for that fiscal year to the institutional Chief Medical Officer by February 28. By meeting this due date, it shall be deemed that the CIR has met the requirements for committing the allocation to the Patient Care Fund. The institution shall, within 30 days from the date of receipt, discuss problem requests with the CIR. Where the County is able to obtain equipment for less than the CIR's initial estimate, Management and CIR shall, as soon as possible, mutually agree to spend the savings.

If CIR fails to meet this due date, the institution allocation shall be transferred to the institution administrator to purchase patient care equipment.

7. The CIR shall obtain estimates and information only, and shall not commit or negotiate prices, services agreements, or training costs with vendors. The items recommended shall be processed through the County's normal County purchasing procedures.

The Los Angeles County - USC Medical Center, Harbor - UCLA Medical Center and the Martin Luther King Jr. and Rancho Los Amigos facilities will provide a monthly Patient Care Fund status report to the President of the Interns and Residents at each hospital, the Patient Care Fund Vice-President at each hospital and to the designated representative of the CIR.

Section 1. Quality Improvement Projects

The Department of Health Services agrees to pay the sum of \$300,000 to CIR each year for fiscal years 2022-2025 for the sole purpose of funding Patient Provider and Community Engagement Projects (i.e., improving discharge planning or patient satisfaction,) and engagement of the medical and local community (i.e., resident well-being initiatives, house-staff appreciation days or a community health fair) for house staff at LAC+USC Medical Center, Harbor/UCLA Medical Center, the Martin Luther King Jr. Outpatient Center and Rancho Los Amigos Rehabilitation Center. The Department of Health Services agrees to make the initial annual lump sum payment to CIR covering the 2022-2023 fiscal year within 30 days of Board approval of this MOU and the subsequent payments by the 10th business day following the start of the 2023-2024 and 2024-2025 fiscal years. CIR shall accept fiduciary responsibility over these funds in compliance with relevant accounting standards. The County and the Department of Health Services shall have no responsibility or liability for the administration of this benefit. Interns and Residents at LAC+USC Medical Center, Harbor/UCLA Medical Center, the Martin Luther King Jr. Outpatient Center and Rancho Los Amigos Rehabilitation facilities shall each convene and designate a Quality Improvement Steering Committee (not to exceed five in number) and submit an annual report to the respective facility CEO. An itemized financial statement addressing the sums set forth above, as well as a report of the corresponding Quality Improvement activities, shall be provided by CIR to the Department of Health Services upon request.

Sixty calendar days prior to the end of each fiscal year, CIR will provide the respective institution an accounting of any unused funds. Said unused funds will then be eligible to be rolled over into the next fiscal year. The total amount of rolled over funds in any given year will be limited to equal the amount of the initial fiscal year allocation (e.g., \$300,000).

ARTICLE 8 BENEFITS

Interns and Residents will be provided the same benefits as other temporary employees with respect to Life Insurance, Health Insurance, Dental Insurance, Bereavement Leave, Sick Leave, Workers' Compensation, Jury Duty Leave, Witness Leave, Military Leave, and Civil Service Examination Leave at the level agreed to by the County and the Coalition of County Employee Unions in the Memorandum of Understanding regarding the Fringe Benefits in effect during the term of this agreement.

Section 1. Indemnity

Pre-existing benefits or conditions including but not limited to, meals, uniforms, laundry of uniforms, parking and malpractice insurance coverage shall remain at the same level as provided the Interns and Residents on June 30, 1983 during the term of this agreement.

Notwithstanding the above, the County will:

1. Discontinue free County hospital care to Interns/Residents and families.
2. Discontinue providing laundry service for personal clothing of Interns/ Residents and their families.

Section 2. Program Security

- A. It is the obligation of management to provide the opportunity for continuation and completion of any academic training program for which a member of this bargaining unit was accepted.

The County will require that all programs follow ACGME notification requirements regarding program accreditation status.

- B. In the event of the termination of any residency program for any reason whatsoever, management shall follow all ACGME guidelines including "Program Closure/Reduction" and make every reasonable effort to place any affected residents in another accredited residency program, prioritizing placement in the appropriate specialty in accordance with ACGME guidelines. DHS shall make every reasonable effort to place any affected residents in the following order: at another DHS facility; at another accredited program within the Southern California area, or another accredited program within California.

Section 3. Post-Graduate Physician Orientation

The County shall ensure that CIR/SEIU is allotted at least 45 minutes at all new resident orientation sessions in order to disseminate information concerning, HSBP benefits enrollment and CIR membership to incoming House Staff. The County will make every reasonable effort to ensure that CIR is not the last item on the orientation schedule. Additionally, the County agrees to include CIR on the orientation checklist and will continue the practice of providing CIR with space for tabling at all orientation sessions.

Upon prior scheduling approval from management, CIR may conduct a 45-minute session once per quarter for employees who were unable to attend a prior new employee orientation. Upon mutual agreement, the CIR may be permitted to make presentations at departmental orientations.

Section 4. HSBP Benefit

Any employee covered by the Unit shall be entitled to annual lump sum payments as follows:

- \$400.00 for any person employed by the County and covered by this Unit in each subsequent year, paid on each July 15th. For Interns and Residents entering County service later than July 1, payment shall be paid by the 15th of the following month during the life of this contract.
- \$1200 for any person employed by the County and covered by this unit paid on each July 15th, beginning July 15, 2022 for Professional Educational Benefits. For Interns and Residents entering County service later than July 1, payment shall be paid by the 15th of the following month during the life of this contract.
- \$500 one-time for any person entering County service for the first time as a PGY-1 and covered by this Unit. This provision extends for each year of the contract term.

These annual lump sum payments shall be paid on behalf of the residents and interns to the CIR/SEIU House-staff Benefits Plan (HSBP).

The HSBP shall use all funds collected pursuant to this provision to provide benefits that are not provided by the County of Los Angeles, including but not limited to disability insurance.

The County will have no responsibility or liability for the selection, administration or oversight of any insurance policy purchased or insurance fund created by virtue of this provision.

The parties agree to meet within 60 days of the BOS approval of this MOU to discuss ways in which all interns, residents and fellows can be insured beginning the first day of their residency.

Section 5. Sick Leave

The parties agree to recommend jointly to the County's Board of Supervisors that said Board adopt and implement through amendment to the County Code the following modifications to the sick leave benefits applicable to employees covered herein:

- a) Said employees shall earn and accrue full-pay sick leave as provided in Article 12 of the Memorandum of Understanding regarding Fringe Benefits between the County and the Coalition of County Unions, AFL-CIO, in effect during the term of this agreement; provided, however, that in no event shall said employees be credited with more than 8 days of full-pay sick leave in any calendar year commencing on or after January 1, 1989.

- b) Said employees shall be paid for unused full-pay sick leave as if they were full-time permanent employees subject to the terms and conditions set forth in said Article 12 of the Memorandum of Understanding regarding Fringe Benefits between the County and the Coalition of County Unions, AFL-CIO. Upon termination from County service, employees represented by the CIR who have at least five years of continuous service shall receive payment for accumulated sick leave at full pay to a maximum of 720 working hours. Such payment as provided in Section 6.24.040 of the Los Angeles County Code shall be computed at the workday hourly rate of pay in effect on the employee's final day of County service and shall be equal to one-half of unused sick leave.
- c) It is understood between the parties that in exchange for the reduction in credited full-pay sick leave as provided in subparagraph (a) above, the provisions in Article 6, Section 1, Recommended Salary Adjustment, includes an additional two percent base rate increase effective January 1, 1989.
- d) Management recognizes the need for all house staff officers to receive proper and timely notification whenever application for payment of unused full pay sick leave as indicated in (b) above can be made. Further, it is agreed, that in addition to the facilities' normal distribution of the notification, copies will be provided to the respective Medical Directors' offices and to CIR in a timely manner that allows a minimum of two weeks for house staff to respond. In addition, copies will be made available to CIR during monthly Communication Meetings. Submission forms to payroll shall be accepted as a hard copy or e-mail with electronic signature.

It is also agreed that each department will make available to house staff, copies of the required application in the Program Director's Office, where house staff timecards and paychecks are located.

Section 6. Bilingual Compensation

The parties agree that bilingual pay for employees in the Unit shall be in accordance with County Code Section 6.10.140.

Section 7. Coats and Scrubs

Management agrees to provide four (4) long white coats and (6) scrubs to all residents in all training programs. It is further agreed that the white coats and scrubs will be laundered at no cost and that the turnaround time regarding such laundry service shall be 72 hours from the time of drop off. Management, in conjunction with CIR, reserves the right to establish policies and procedures on the wearing of scrubs while providing patient care. Management at each facility will make every reasonable effort to ensure that resident physicians have access to replacement scrubs after laundry services are closed for the day.

Section 8. Meals

Three fresh and sanitary meals shall be provided daily to house staff when engaged in patient care functions. The County shall make every reasonable effort to ensure that the quality of meals provided is consistent between County hospitals by reviewing the vendor contracts and assessing opportunities for improvement.

Residents who have a documented medical condition and who are unable to take advantage of the meals in their facility may seek a reasonable accommodation.

The County will arrange that the food left over from the food prepared daily for house staff and other physicians be packed, date stamped with preparation dates, and stored at the end of the day so that the food is available for the night meal. The County will prepare sufficient food daily to ensure that healthy night meals are available or provide frozen meals for all house staff who are assigned to nighttime duty or in-hospital on-call duty.

The County shall make every reasonable effort to provide meals in the doctors' dining rooms with sensitivity and consideration to a greater variety of dietary needs, including vegetarian, kosher, halal, gluten free and ethnic-specific diets on a daily basis.

Interns and Residents agree not to provide food and meals to non-qualified individuals.

The County will provide a meal stipend, not to exceed \$27.00 per day, for resident physicians when on assignment outside of Los Angeles County facilities if meals are not provided by the host institution. Before approving the Meal Stipend Claims, the respective facility GME office will verify that the resident seeking the stipend actually worked at a qualifying site as well as assure that resident submitted claims can be reconciled to their respective clinical/educational assignment and schedule. All schedules associated with the submitted claims must comply with ACGME duty hour requirements.

Residents assigned to a non-hospital-based County site (i.e., Ambulatory clinic) without access to cafeteria services will be provided \$15.00 per day for lunch. Eligible non-hospital-based County sites are subject to approval of the resident's respective GME office. Residents will have up to 30 business days to submit their electronic Meal Stipend Claim form.

Section 9. Jury Duty

The County recognizes that often, an intern or resident will suffer undue hardship if required to serve on a jury. The County will cooperate with the Union and the interns and residents in providing to the jury commissioner, evidence of any such undue hardship. Any person ordered to serve on a jury shall be entitled to his/her regular pay.

Section 10. Educational Bonus

The Department agrees to provide an educational bonus of \$2,000.00 to members of this bargaining unit who hold the classification of PPG I or Dental Intern; and who will do their PPG II or second year of dental training at a County facility. This bonus shall be paid as a lump sum payable on August 15 of each year of the contract.

The Department agrees to establish in consultation with CIR, a DHS Resident Office by September 30, 1998. As one of its functions, this office shall explore ways to provide assistance i.e., completion of the Resident's licensure packet to the Residents.

Section 11. Housing Allowance

Effective June 15, 2022, the County will provide an annual housing allowance of \$9,000. *
Effective July 1, 2022 and every subsequent year on July 1st of this agreement, \$10,000 per
intern/resident. If a resident boards after July 1st, they should receive their housing
allowance at the first pay period of employment.

*Note: This means that all members who are employed as of June 15, 2022 will be paid an
additional \$3000 to supplement the \$6000 that was previously paid.

Section 12. 1115 Waiver Incentive Bonus

PPGs in the following programs and levels: Internal Medicine (PPG II & III), Family
Medicine, Pediatrics, and OBGYN (PPG II thru IV) shall receive an annual one-time, lump
sum bonus equal to 2% of the current salary in effect on July 1st of each year of the
contract, payable on August 15 of each year during the term of this agreement.

ARTICLE 9

HOURS, MEALS, CALL ROOMS AND LOUNGES

Upon agreement of this MOU, the Director will instruct the facility CEOs, Medical Directors, Department Chairs and Graduate Medical Directors at LAC/USC and Harbor/UCLA Medical Centers to ensure compliance with provisions of the MOU. A quarterly report prepared by each facility regarding the status of resident hours, access to night meals and resident call rooms at LAC/USC and Harbor/UCLA Medical Centers will be submitted to CIR until contract obligations have been achieved. As needed, CIR will submit to the Associate Director, a written response to the "DHS Quarterly Status Report on Resident Hours, Meals and Call Rooms" that comments on the progress of contract implementation. The CIR must be aware that regulatory agencies such as the Office of Statewide Health Planning and Development have requirements that at times, slow the construction or remodeling of hospital buildings. However, when the completion of call rooms remodeling is affected by a regulatory agency, the CIR shall be notified.

Also, the director has instructed local facility CEOs, Medical Directors, and Graduate Medical Education Directors to offer to meet and consult with representatives of the CIR prior to implementing changes on the above mentioned matters, and on other matters requiring as stipulated in the MOU, a meet and consult meeting.

Section 1. Clinical and Educational Work Hours

Within 30 days after the implementation of this agreement, the County will schedule Interns and Residents according to ACGME guidelines for those programs where guideline requirements exist. For programs where no ACGME guidelines exist, the County shall develop guidelines reflecting minimum standards established by the ACGME.

Section 2. On-call Hours

The following shall be implemented no later than July 1, 2001:

1. The educational goals of the program and learning objectives of residents must not be compromised by excessive reliance on residents to fulfill institutional services obligations.
2. Resident clinical and educational work hours and on-call time periods must not be excessive. The structuring of clinical and educational work hours and on-call schedules must focus on the needs of the patient, continuity of care, and the educational needs of the residents. Scheduled on-call, in hospital duties should not be more frequent, on average, than every 3rd day.
3. When averaged over any 4-week rotation or assignment, residents must have at least 1 day out of 7 free of patient duties, in accordance with ACGME requirements.

Section 3. Graduate Medical Education Committee

It is understood that at all three facilities, there is a Graduate Medical Education Committee (GMEC) empowered to ensure that all residency programs are in compliance with the Institutional Program, and applicable Subspecialty Program Requirements of the ACGME. Issues of non-compliance with the ACGME and this MOU shall be addressed by the GMEC and the Medical Executive Committee. In accordance with the ACGME policy, house staff has representation on the GMEC with voting privileges.

Within 30 days from implementation of this agreement, the CIR shall establish a process for the confidential and protected registering of house staff complaints of noncompliance with ACGME requirements and this MOU regarding resident clinical and educational work hours and working conditions. These complaints shall be presented to the facility GMEC in a timely manner by the resident members of that committee.

The Department agrees to establish within 60 days from implementation of this agreement, a Compliance Committee, chaired by the Associate Director of Health Services, Clinical and Medical Affairs and be composed of equal members of CIR and Management that shall be empowered to resolve issues that cannot be resolved at the facility levels. Issues of non-compliance include, but are not limited to, clinical and educational work hours and working conditions.

Should the facility GMEC and Medical Executive Committees fail to resolve the issues in a reasonable time, the issues shall become an agenda item for the next meeting of the Compliance Committee.

Section 4. Outpatient Care Committee

Within 30 days from implementation of this agreement, both parties agree to form a committee that shall include members from each hospital to address outpatient workload limitations in light of the increased need to deliver care in the outpatient setting in accordance with the provisions of 1115 Waiver. The committee shall meet at least quarterly and contain no more than 10 members; five representatives from the Department and 5 representatives from CIR.

Section 5. Rest Periods

House staff on "scheduled 24-hour in-hospital call" shall not be assigned normal clinical duties (i.e., clinic, operating room duties and/or new patient assignments) except under unusual circumstances, following an on-call period.

Assignments for house staff who are post "in-hospital" call shall be consistent with existing ACGME clinical and educational work hour policies.

Section 6. Communications Committee

The County and CIR recognize the potential impact of sleep deprivation and fatigue upon house staff that must drive after 24 hours of continuous duty. In the interest of maintaining quality patient care and the health and safety of house staff, both parties agree to the establishment of Communications Labor-Management Meeting work groups at each Medical Center.

The purpose of the work group is to study and make recommendations related to funding for the purpose of, but not limited to: education on resident sleep deprivation and fatigue, guest speakers on the topic of sleep deprivation and fatigue and/or a taxi voucher program. Work group recommendations will be made to their hospital administration at Communication meetings.

Section 7. House-Staff Lounge

A joint Labor Management Collaboration will be established with the purpose of establishing resident lounges at LAC+USC Medical Center, Harbor-UCLA Medical Center, Martin Luther King Jr. Outpatient Center, and the Rancho Los Amigos Rehabilitation Center.

The committee will evaluate the location, logistics, professional decorum, and other relevant matters related to providing the ACGME required lounges, including but not limited to ongoing maintenance of said lounges.

The resident lounges will be established in each current facility by the end of this term. The joint Labor Management collaboration will be convened at the request of either party when new county facilities are being developed/built.

ARTICLE 10

CALL ROOMS

The County shall provide on-call rooms as provided for in accordance with ACGME guidelines. The County shall provide safe, secure on-call rooms, bathrooms and shower facilities which are readily accessible to patient care areas. On-call rooms shall be designated as smoke-free areas and shall be properly maintained with adequate temperature control. The number of on-call rooms shall be sufficient for all house staff officers on duty at night.

The County will make every reasonable effort to provide separate male and female call rooms at each facility.

On-Call rooms will be furnished in accordance with established Fire and Safety standards.

Section 1. Equipment

On-call rooms shall have functional locks and the room key shall be available to each house staff officer. On-call rooms shall be properly maintained seven (7) days a week. Where possible, on-call rooms shall be equipped with large-sized lockers for the secure storage of each house staff officer's personal effects.

An annual survey shall be jointly conducted by the CIR and local hospital administration to assess the status of on-call rooms. Management will make every reasonable effort to address concerns.

Where possible, computer equipment will be reasonably accessible from on-call rooms in accordance with ACGME guidelines.

Section 2. IT Walk-Through

In addition to the annual call room walk-through, hospital administration and the IT Director or designee will conduct a biannual IT walk-through to assess computer and printer operability. Results of this walk-through will be presented at the CIR Communications meeting in a formal report identifying key issues and solutions. Resolution to issues identified in both the call room and IT walk-throughs will be addressed at each facility's Communications meeting.

ARTICLE 11 PHYSICIAN, POST GRADUATE TIME OFF

In lieu of other vacation and holiday allowances, persons employed as full-time or half-time Physicians, Post Graduate (first through seventh year) who are assigned to a County hospital for any one annual contractual period shall receive 192 hours to be used solely for post graduate time off. The 192 hours (i.e., 24 eight-hour work days) will be posted to the Physicians, Post Graduate (first through seventh year) effective the first day of the employee's individual contract year. Upon completion of each Physician, Post Graduate year (first year through seventh year), any remaining hours shall be eliminated from the employee's record unless the Physician, Post Graduate has contracted to another consecutive year of training with the County of Los Angeles.

If the Physician, Post Graduate has contracted to another consecutive year of training, at the end of that consecutive year of training the Physician Post Graduate will have the option to be compensated for a maximum of 80 hours (10 eight-hour work days) of the remaining hours or to request a maximum of 80 hours (10-day eight-hour work days) of the remaining hours be deferred (i.e., carried over) to their next contract year.

The Physician, Post Graduate may defer 10 working days each year the resident contracts to another consecutive year of training with the County of Los Angeles. Whenever the sum of a Physician, Post Graduate deferred leave time exceeds 60 days, the resident shall be compensated for accumulated deferred leave time in excess of 60 days.

Such excess leave time shall be paid at the Physician, Post Graduate's rate of pay in effect on the last day of his/her contract year. Upon completion of their term as Physician, Post Graduate (second through seventh year), a lump sum payment shall be paid for such leave time not to exceed 60 days.

Any returning Physician, Post Graduate who chooses to be compensated for remaining hours, or to carry over any remaining hours to their next individual contract year, will continue to receive the full 192 hours (i.e., 24 eight-hour work days) at the beginning of their individual contract year.

Any Physician, Post Graduate who wishes to use deferred leave time for other than a post graduate time off must provide proper and timely notification for orderly scheduling. When the leave request exceeds more than seven (7) continuous days, the Physician must submit the request for the leave at least 30 days in advance of the beginning date. In special situations, if approved by the Chief of Service, leave may be granted for less than one-week intervals.

Both parties recognize that arrangements for taking time off must reflect patient care responsibilities, and that the ultimate decision regarding scheduling shall rest with the Chief of Service. Leave time must be scheduled within the contractual period.

When a member of this Unit is prevented from working his/her regular assignment as a result of a holiday, he may be reassigned to another work location for that day. If the resident is not reassigned, the resident's pay or vacation will not be charged.

ARTICLE 12 LABOR-MANAGEMENT PARTNERSHIP

Both parties agree to the establishment of a Labor-Management Partnership which both parties agree will be utilized to bring to the attention of each hospital's administration and the Department problems and recommendations to improve patient care at the County hospitals. It is understood that the members of this Unit and their working conditions directly impact on the medical care provided to the patients and are therefore in a position to offer suggestions which would improve patient care.

This Labor-Management Partnership shall not prevent any member of this Unit from using other appropriate recourse to redress grievances.

Section 1. Procedures

1. All issues and concerns shall be introduced on an Agenda form jointly agreed upon by both the Department of Health Services and the CIR.
2. The Agenda form shall be provided to both parties a minimum of one week prior to a Labor-Management Partnership meeting.
3. Issues and concerns will be discussed at the Labor-Management Partnership meeting and both parties will review and recommend if further exploration is needed to reach agreement.

4. Hospital administration will expeditiously consult with the appropriate individuals to obtain a further understanding of the issue and concern in a timely manner and consult expeditiously with CIR on a solution.
5. If the CIR is not satisfied with the response of hospital administration, they will refer the issue and concern to the Director of Health Services. In referring the issue and concern to the Director, the CIR will include a statement as to why they are not satisfied with the response from Hospital Administration.
6. The Director of Health Services and/or his designee shall consult with the CIR within 10 working days within receipt of the issue and concern.
7. The Director of Health Services shall have the option of convening a committee of experts, which shall include representatives of the CIR, to investigate the issue and concern and to make recommendations to the Director, including but not limited to hospital efficiencies and a multi-disciplinary approach to patient care. The committee shall meet expeditiously and submit its recommendation within 20 days unless an extension is granted by the Director.
8. Members of this Unit may not grieve, and the CIR may not refer to arbitration, any suggestion which Management does not implement if Management complied with the Labor-Management Partnership procedures as stated above.

Section 2. Frequency

County and the CIR will make every best effort to hold Quarterly Labor-Management Partnership meetings at a mutually acceptable time, date, and place with the DHS CMO. Agenda items are intended to address systemic issues and concerns including, but not limited to, quality patient care, health and safety, and any topics related to the resident training program.

County and the CIR will make every best effort to hold monthly communications meetings at a mutually acceptable time, date and place at Harbor/UCLA Medical Center, and LAC+USC Medical Center for the duration of this contract.

Agenda items at the communications meetings are intended to address facility issues and concerns including, but not limited to, patient care and any topics related to resident training rotations. CIR will report back to the County on the issues and concerns addressed in Labor-Management Partnership meetings and committee work as outlined in this MOU.

Section 3. Duty Hours Committee

1. Both parties recognize the desirability of maintaining work schedules consistent with optimum patient care. In the interest of maintaining quality patient care and the health and safety of house-staff both parties agree to the establishment of departmental committees at each of the Medical Centers for the purpose of studying and making recommendations to their hospital administration on the issue of work schedules.

The committees will address the following areas:

- Consecutive work hours/rest periods
- On call frequency/schedules

2. The departmental committees shall include CIR representation.
3. The recommendations of the respective committees shall be advisory to the respective Medical Centers.
4. In accordance with Section 6.12.020(D) of the Los Angeles County Code, it is recognized that Interns and Residents routinely work more than a basic 40 hours in any one calendar week without compensation or time off for such overtime worked. As a result, CIR desires to establish a mechanism at each of the three medical centers to better document the hours worked by Interns and Residents above the minimum standard number of required hours. Therefore, Management agrees to the establishment of committees at each of the medical centers comprised of Hospital Administration and facility CIR members in an effort to find a mutually acceptable mechanism of better documenting the actual hours worked by Interns and Residents.

Within 60 days of the implementation date of this agreement, the CIR at each of the three medical centers shall submit to their respective Management their proposal for establishing a mechanism to better document the actual hours worked by Interns and Residents at their particular medical center.

Within 60 days of receipt of the CIR's proposal at each respective medical center, the Management/CIR Committee shall meet as a whole in an effort to find a mutually acceptable mechanism of better documenting the actual hours worked by Interns and Residents.

Section 4. Health and Safety Committee

Both parties agree that house-staff will be represented on the appropriate AIDS related task force/committees which have been or will be established at each of the three Medical Centers.

On an annual basis, DHS and CIR will review existing needle stick injury protocols and make revisions as necessary. In addition, the needle stick injury protocol will be electronically posted so residents in the facilities can have 24/7 access to the information. In the event a bargaining unit member sustains a needle stick injury, the bargaining unit member will follow existing protocols.

Section 5. Patient Relationships

A. At the Los Angeles County-University of Southern California Medical Center, and Harbor - UCLA Medical Center, Physicians, Post Graduate, have historically been given a role of immediate and continuing responsibility for patient diagnosis and treatment, always under the ultimate responsibility and authority of the attending physicians and Chief of Service. Management agrees that it will maintain such relationships regardless of the source of patient fiscal responsibility (private or public resources).

- B. Programs which expand the training of Physicians, Post Graduate, into areas currently not utilizing these personnel -- e.g., neighborhood health care facilities -- shall conform to the Essentials of approved Internship and Residencies per the Liaison Council on Graduate Medical Education of the American Medical Association.

Section 6. Physician Recruitment and Pipeline

Diversity recruitment, physician pipeline and retention into the Los Angeles County healthcare network will be discussed at each facility's communications meetings as requested by either CIR or the hospital.

Section 7. Away Rotations

CIR and the County remain committed to exploring the feasibility, including but not limited to the economic, operational, indemnification impact of allowing international and domestic away rotations to Residents.

Within 60 days of the Board of Supervisor approval of this MOU, a CIR subcommittee will be established with the purpose of researching and analyzing the methodologies, policies, and procedures, including the funding sources, of existing programs used by other California public agencies. The subcommittee will present its findings and any recommendations to the DHS Director for consideration. Any recommendation put forth by the subcommittee must outline the funding source for the program.

DHS will review the CIR recommendation and if said recommendation is feasible, DHS will meet with CIR representatives to discuss submitting the recommendation to the Chief Executive Office for approval.

This provision will sunset at the end of the contract term if no recommendation has been submitted by the CIR subcommittee by that time.

ARTICLE 13 GRIEVANCE PROCEDURE

Section 1. Definitions

"Grievance" means a complaint by an employee or the CIR concerning the interpretation or application of the provisions of this Memorandum of Understanding or of rules and regulations governing personnel practices or working conditions, which complaint has not been resolved satisfactorily in an informal manner between an employee and his/her immediate supervisor.

Section 2. Responsibilities

1. The Union agrees to encourage an employee, who files a formal written grievance, to state clearly and concisely the specific action(s) being grieved, the article(s) violated, and the specific remedy requested.

2. The immediate supervisor as specified by the Department Chief or his designee will, upon request of an employee, discuss the employee's complaint with him/her at a mutually satisfactory time.

Section 3. Waivers and Time Limits

1. Failure by Management to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

2. Any level of review, or any time limits established in this Article may be waived or extended by mutual agreement confirmed in writing.
3. If an employee fails to appeal from one level to the next level within the time limits established in this grievance procedure, the grievance shall be considered settled on the basis of the last decision and the grievance shall not be subject to further appeal or reconsideration.

Section 4. General Provisions

1. An employee has the right to the assistance of a representative in the preparation of his written grievance, and to represent him in formal grievance meetings.
2. If the employee elects to be represented by any person in a formal grievance meeting, the department may designate a Management representative to be present at such meeting.
3. The parties agree that there have been instances during the life of the present contract that grievances filed at various facilities have not moved forward within the time lines established under Article 14, Grievance Procedure. Both parties further agree that the problems occurring are in the application and observation of the time lines. Therefore, in an attempt to eliminate a continuation of these problems, the parties agree:

- a. All grievances and responses will be filed on a standardized form with the Office of Human Resources Management (HRM), 5555 Ferguson Drive, Room 120-15, Commerce, CA. The new form will include an original plus four (4) copies as follows: 1) Department Supervisor, 2) DHS Representative, 3) CIR, and 4) Grievant.
- b. If management requests an extension of the time lines but cannot gain concurrence from the grievant, then the Office of Human Resources Management will contact the parties (House staff Officer, CIR and Management) no later than 24 hours prior to the end of time lines regarding a request to extend the time frame. After hearing input from all concerned, the HRM representative will decide to grant or deny the request and notify all parties.
- c. The Office of Human Resources Management will generate a quarterly report showing:
 - Number of grievances filed (by facility)
 - Number resolved
 - Number outstanding
 - Number failing to meet time lines, and
 - Number of extensions granted.

- d. Within 30 days of implementation of this MOU, Management and CIR will convene a committee of representatives from DHS and CIR, comprised of no more than four (4) representatives per party, to develop guidelines and forms for time line extensions.
- e. Should CIR fail to meet the established time deadlines, then the grievance shall be dropped. Should the County fail to meet the established deadlines, then the employee is automatically granted the right to process the grievance to the next level.

Section 5. Procedure

1. Informal Complaint

- A. Within five (5) business days from the occurrence of the matter on which a complaint is based, or within five (5) days from his/her knowledge of such occurrence, an employee shall discuss his/her complaint in a meeting with his/her immediate supervisor (as specified in Section 2).
- B. Within five (5) business days from the day of the discussion with the employee, his/her immediate supervisor (as specified in Section 2) shall verbally reply to the employee's complaint.

2. Grievance

Step 1 - Chief of Service or Supervisor

- A. Within ten (10) business days from receipt of his supervisor's decision, an employee, not satisfied, may file a formal written grievance. Three copies of the departmental grievance form shall be completed by the employee stating the nature of the grievance and the remedy the resident requests from his departmental Management.

The employee shall submit two copies to his/her immediate supervisor (as specified in Section 2) and retain the third copy.

- B. Within ten (10) business days his/her immediate supervisor (as specified in Section 2) shall give his decision in writing to the employee on the original copy of the grievance.

Step 2 - Medical Director

- A. Within ten (10) business days from his/her receipt of his supervisor's written decision and using the returned original copy of the grievance form, the employee may appeal to the Medical Director of the facility.
- B. Within ten (10) business days from receipt of the grievance, the Medical Director shall give a written decision to the employee using the original copy of the grievance.

Step 3 - Medical Director (Director of Health Services)

- A. Within ten (10) business days from his/her receipt of the decision at level two, the employee may appeal to the departmental Medical Director using the original copy of the grievance.
- B. Within ten (10) business days from the receipt of the employee's grievance, the departmental Medical Director or his designated representative who has not been involved in the grievance in prior levels shall make a thorough review of the grievance, may meet with the parties involved and shall give a written decision to the employee.

Section 6. Arbitration

- 1. Within ten (10) business days from the receipt of the written decision of the departmental Medical Director, or his designated representative, the CIR, or CIR on behalf of an employee whom it has represented in the processing of this grievance, may request that the grievance be submitted to arbitration as provided for hereinafter.
- 2. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:

- A. The interpretation, application, merits, or legality of any state or local law or ordinance, including specifically all ordinances, adopted by County's Board of Supervisors; unless the arbitrator, in his discretion finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Commission Rules, nor matters under the jurisdiction of said Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, suspensions, transfers, classification actions, performance evaluations, and similar matters within the jurisdiction of said Civil Service Commission; nor

- C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Department of Personnel, or any other County Department, agency, or commission or any rule or regulation of the Hospital or any affiliated university, unless the arbitrator, in his discretion, finds it necessary to interpret, or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.

- D. Grievances on competent or better performance evaluations which do not meet the guidelines set forth at the Employee Relations Commission meeting of December 19, 1986.

In the event the CIR, on behalf of any employee whom it has represented in the processing of this grievance, desires to request that a grievance, which meets the requirements of Paragraph 2 hereof, be submitted to arbitration, it shall within the time requirements set forth above send a written request to County's Employee Relations Commission, with a copy thereof simultaneously transmitted to County's Director of Personnel and to the County Department Head or officer affected, which written request shall set forth the specific issue or issues still unresolved through the grievance procedure and which are to be submitted to arbitration.

- 3. The parties shall select a mutually acceptable arbitrator and request the Employee Relations Commission to appoint him pursuant to their applicable rules and regulations. If the parties cannot agree on an arbitrator, they shall notify the Employee Relations Commission and request that the Commission provide the parties with a panel of five names from which the parties will select an arbitrator by alternately striking one name each from the panel until there is one arbitrator who will be deemed to be the mutually acceptable arbitrator and be appointed as above.

If after five days the parties cannot agree on an arbitrator, the parties will request the Employee Relation Commission to appoint the arbitrator.

4. Arbitration of grievances hereunder will be limited to the formal grievances as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved. Arbitration hereunder shall be conducted in accordance with applicable rules and procedures adopted or specified by County's Employee Relations Commission, unless the parties hereto mutually agree to other rules or procedures for the conduct of such arbitration. The fees and expenses of the arbitrator shall be shared equally by the parties involved it being understood and agreed that all other expenses including, but not limited to, fees for witnesses, transcripts, and similar costs incurred by the parties during such arbitration, will be the responsibility of the individual party involved.
5. Prior to a hearing by an arbitrator, a representative of the County and the CIR shall meet and prepare a submission statement setting forth the issue(s) to be determined which shall be submitted to the arbitrator. In the event the County and the Union cannot jointly agree on a submission statement, then at the hearing, each party shall present to the arbitrator, its own submission statement in which case the arbitrator shall determine the issue(s) to be resolved.

6. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
7. The decision of the arbitrator shall be binding upon the CIR. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County. If within 60 days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever. The CIR may then resort to a court of competent jurisdiction to pursue whatever other legal remedies are available to it under the provisions of this Memorandum of Understanding.
8. A written decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

Recognition

Implementation

Term

Renegotiation

Authorized Agents

Provisions of Law

ARTICLE 14

GRIEVANCE MEDIATION

1. This procedure is an alternate dispute resolution and does not supersede the provision of Article 14, Grievance Procedure.
2. Only those grievances which meet the requirements for submission to arbitration pursuant to Article 14, Section 6, can be submitted to grievance mediation. Both CIR and Management must mutually agree to submit a qualifying grievance to grievance mediation.
3. After completion of the third level of the grievance procedure and by mutual agreement, either management or CIR may request the assistance of a mediator from the State Mediation and Conciliation Service to resolve the grievance. It is the intent of the parties that the grievance mediation session shall begin as soon as practicable consistent with the mediator's schedule.
4. The parties agree that no stenographic record of the session will be made, there will be no representation by Counsel, and there will be no pre- or post-hearing briefs filed.
5. The mediator's role shall be to assist the parties to reach an agreement. The mediator shall not have authority to impose a settlement on the parties.

Any final settlement of the grievance shall be reduced to writing and signed by Management, CIR and the grievant. The final agreement shall be binding on all parties. Final agreements reached by the parties shall not be published or precedent setting in any other dispute.

6. The mediator may provide the parties with a private, informal, non-binding assessment of the procedural and substantive merits of the dispute, and how an arbitrator may likely decide the grievance.
7. All mediation sessions shall be confidential. The content of the mediation proceedings including, but not limited to, settlement proposal or any concessions agreed to or offered during mediation shall not be admissible in an arbitration of this grievance or any other similar dispute.
8. The parties agree that the provisions of this Article shall not be subject to arbitration.

ARTICLE 15

EXPEDITED ARBITRATION

1. This is an alternate to the procedure set forth in Section 6, Arbitration, of Article 12, Grievance Procedure and will only be utilized upon mutual written agreement of the parties.
2. A joint submission statement setting forth the issue(s) to be determined will be prepared prior to the hearing by an arbitrator. If the parties cannot agree to a submission statement, the expedited arbitration procedure will not be utilized.
3. Only those grievances which directly concern or involve the interpretation or application of the specific terms and provisions of this Memorandum of Understanding may be submitted to arbitration hereunder. In no event shall such arbitration extend to:
 - A. The interpretation, application, merits or legality of any state or local law or ordinance, including specifically all ordinances adopted by County's Board of Supervisors; unless the arbitrator, in his discretion, finds it necessary to interpret or apply such state or local law in order to resolve the grievance which has been submitted to the arbitrator.

- B. The interpretation, application, merits, or legality of any or all of the County of Los Angeles Civil Service Rules, nor matters under the jurisdiction of the Civil Service Commission for which said Commission has established procedures or processes by which employees or employee organizations may appeal to, or request review by, said Civil Service Commission, including, but not limited to, discharges, reductions, and discrimination; nor
 - C. The interpretation, application, merits or legality of the rules or regulations of the department head, the Department of Personnel, or any other County department, agency or commission, unless the arbitrator, in his discretion, finds it necessary to interpret or apply such rules or regulations in order to resolve the grievance which has been submitted to the arbitrator.
4. The parties shall select an arbitrator from the panel of arbitrators previously agreed to by the parties and established for the purpose of conducting expedited arbitration proceedings:
- A. The arbitrator will be compensated at the contracted for flat daily rate.

The cost of the arbitrator shall be borne equally by the parties. In addition, each party shall pay for all fees and expenses incurred by that party on its behalf, including but not limited to witness fees.

- B. The parties agree that 1) there will be no representation by counsel and 2) there will be no post hearing briefs.
5. The arbitrator selected shall hear the grievance(s) within 10 working days of his selection and may hear multiple cases during the course of the day. However, six (6) hours of hearings will constitute one day.
6. Arbitration of a grievance hereunder shall be limited to the formal grievance as originally filed by the employee to the extent that said grievance has not been satisfactorily resolved.
7. The arbitrator shall issue a "bench" decision at the conclusion of the parties' testimony. Only by mutual agreement of the parties and the arbitrator will a written decision be issued.
8. The decision of an arbitrator resulting from any arbitration of grievances hereunder shall not add to, subtract from, or otherwise modify the terms and conditions of this Memorandum of Understanding.
9. The decision of the arbitrator shall be binding upon the Union. To the extent the decision and award of the arbitrator does not require legislative action by the Board of Supervisors, such decision and award shall be binding upon the County.

If within sixty (60) days of receiving notice of a decision and award requiring legislative action by the Board of Supervisors, such legislative action is not taken, the arbitrator's decision and award shall have no force or effect whatsoever.

10. Election of this binding forum shall constitute a waiver by all parties to this process of all other administrative processes for the resolution of this dispute in whole or in part and the award shall not be appealed. The decision from this arbitration shall not be precedent setting.
11. The decision of an arbitrator resulting from the arbitration of a grievance under the following Articles shall be entirely advisory in nature and shall not be binding upon any of the parties:

- Recognition
- Non-
- Discrimination
- Implementation
- Term
- Renegotiation
- Safety and Health
- Payroll Deductions and Dues
- Leave of Absence for Union Business
- Authorized Agents
- Provisions of Law

ARTICLE 16

GRIEVANCE COMMITTEE PERSONS

It is agreed and understood by the parties of this Memorandum of Understanding that there shall not be more than fifteen (15) Grievance Committee persons within the representation Unit as herein defined.

The CIR agrees that whenever investigation or processing of formal grievances is to be transacted during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized. Representatives, when leaving their work locations to transact such investigations or processing, shall first obtain permission from their immediate supervisor and inform him of the nature of the business.

Permission to leave will be granted within a reasonable time unless such absence would cause an undue interruption of work. If such permission cannot be granted, the representative will be informed when time will be made available. Such time will not be more than (24) hours, excluding Saturday, Sunday, and legal holidays after the time of the representative's request, unless otherwise mutually agreed to. Prior to entering other work locations, the representative shall inform the cognizant supervisor of the nature of the representative's business.

ARTICLE 17 EMPLOYEE LISTS

Within thirty (30) days from the effective date of this Memorandum of Understanding, Management shall provide the CIR with a list of the names of all employees in the Unit without charge. The CIR is entitled to one list at no charge each year of the agreement. Additional lists may be furnished when requested by CIR no more than four times a year, it being understood that the CIR shall pay to County \$100 for each additional list furnished by the County. Such payment shall be due and payable within thirty (30) days from the day of billing.

Upon the CIR's request, the County will provide the list of names of all employees in the Unit in computer-type format following the CIR's payment to the County of an initial \$500 programming fee.

The County shall provide the list of incoming interns, residents, and fellows by May 1st each year of this agreement. The list shall include contact information for those Interns that have gone through the process of the National Residency Match Program and the Residents who have matched to County training programs to date. The contact information will be used to notify the incoming interns, residents and fellows of the benefits described in Article 8 Benefits.

To the extent that the County has the following information on file **and** the employee has not submitted a written request to the County, Department of Health Services, Department of Mental Health or the Coroner Department pursuant to Government Code section 6254.3(c) objecting to the disclosure of their personal and home contact information, the contact information will include:

- Last Name
- First Name
- Middle Name (if applicable)
- Date of Hire
- Department
- Post Graduate Year
- Street Address
- City
- State
- Zip Code
- Personal Email address
- County Email address
- Cellular Telephone Number

CIR/SEIU acknowledges that the County has informed them that the Auditor-Controller does not keep personal cellular telephone numbers and personal email addresses on file.

Management will make available to each new employee entering the Unit a card furnished by the CIR written as follows:

The CIR has been certified as your majority representative. The CIR is certified to represent you in negotiations with the County on salaries, hours of work and conditions of employment.

If you want information, or if you wish to join the CIR contact:

The Committee of Interns and Residents
1545 Wilshire Blvd. Suite 608
Los Angeles, CA 90017
benefits@cirbenefitfunds.org
(212) 356-8180

ARTICLE 18

STRIKES AND LOCKOUTS

During the life of this agreement no work stoppages, strikes, slowdowns, or picketing shall be caused or sanctioned by the CIR, and no lockouts shall be made by the County.

In the event the CIR and any employees covered by this agreement individually or collectively violate the provisions of this Article and the CIR fails to exercise good faith in halting the work interruption, the CIR and the employees involved shall be deemed in violation of this Article and the County shall be entitled to seek all remedies available to it under applicable law.

ARTICLE 19

MANAGEMENT RIGHTS AND RESPONSIBILITIES

It is the exclusive right of the County to determine the mission of each of its Departments, Districts, Boards and Commissions, and to exercise control and discretion over its organization and operations. The rights of the County include, but are not limited to, direction of the workforce including the scheduling of hours of work and the assignment of work to be performed, transfer and reassignment of employees, the right to hire or re-hire, to properly classify employees, to promote or demote employees, to lay off and recall employees, to discipline and discharge employees, and to determine the methods, means and personnel by which the County's operations are to be conducted.

It is intended that rights, privileges or obligations which are not granted to the parties by this Memorandum of Understanding or by law are retained by the County.

ARTICLE 20

PERSONNEL PRACTICES

Section 1.

Individual Resident Contract

The employment contract effective date for newly hired interns/residents shall correspond to the first date of the Intern's/Resident's mandatory new employee orientation.

Section 2.

Pay Days

The parties agree that payroll warrants, including base pay, bonuses, overtime, or any other compensation, will be issued semi-monthly, on the 30th day of the month for work performed from the first day through the fifteenth day (15th) of the month and on the 15th day of the following month, for work performed from the sixteenth (16th) day through the last day of the month. If such day falls on a Saturday, Sunday, or holiday, the payday shall be the immediate preceding regular work day. Employees may opt to participate in the Direct Deposit Program, in which the Auditor-Controller automatically deposits the entire semi-monthly net pay directly into the employee's checking or savings account at the bank, savings and loan, or credit Union of his/her choice. Such deposits will be made on or before the 15th and 30th days of each month.

Section 3.

Discipline/Discharge

No physician shall be disciplined or terminated without just cause. Except in emergency situations, discharge shall not occur without a pre-termination hearing. A pre-termination hearing shall occur within 10 calendar days following the notice of discharge.

Subsequent to the discharge action, the grievance procedure may be initiated. The County shall inform and educate all Supervisors, Program Directors, and Department Chairs regarding proper discipline policy and processes pertaining to disciplinary procedures as applied to house staff officers.

Section 4. Role

It is recognized that the primary responsibility of Interns and Residents is to provide patient care consistent with their education and training.

Section 5. Notice

Those residents not to be retained for the succeeding year will be so informed in writing, by no later than November 15, after the beginning of the current postgraduate training year.

House staff participating in residencies who do not receive written notice in a timely manner will be renewed for the next postgraduate training year.

When a pyramidal residency program exists, all applicants will be informed prospectively of the pyramidal program. Descriptive materials sent to applicants will so state when a program is pyramidal.

Section 6. Leaves of Absence

A. Medical Leave

Pursuant to applicable provisions of the Civil Service Rules, County Code, and Other law, medical leaves of absence will be granted by the employee's Department Head, upon request only upon submission of a doctor's certificate or other satisfactory medical evidence of the employee's need for such leave.

B. Pregnancy Leave

The parties agree that departmental management shall grant a leave of absence without pay to any full-time employee who becomes disabled as a result of pregnancy, which disability prevents them from performing the duties of their position. Such leave must be requested in writing by the employee and will be granted pursuant to ACGME Guidelines, Civil Service Rules and such procedures as are determined by the Director of Personnel and by the department head.

The parties further agree that upon commencement of an authorized pregnancy leave of absence, any full-time employee disabled as a result of pregnancy, which disability prevents her from performing the duties of her position as certified by their primary prenatal care provider (physician, nurse practitioner or nurse midwife), may use sick leave benefits for which they are otherwise eligible in the same manner as for any other disability resulting from sickness or injury.

Additionally, the employee may use accrued vacation, holiday, or compensatory time when on an authorized pregnancy leave of absence during such period of disability.

A resident physician who is pregnant may request to their program director to be assigned rotations appropriate to the employee's pregnancy condition. A resident physician who is post-partum may submit a request to their program director during the first month back in training to be assigned a rotation appropriate to the employee's health and their child's well-being.

C. Family Leave

The parties agree that employees covered by this MOU are subject to the provisions of the State Family Rights Act of 1991 and the Federal Family and Medical Leave Act of 1993. Nothing in this Section is intended to provide additional benefits beyond what is mandated by Federal and/or State law.

The parties agree that within sixty (60) days of implementation of this contract, upon the request of the employee, the County shall provide the employee with a summary of the County of Los Angeles Family Leave Policy Guidelines.

An employee shall be entitled to file a grievance for violation of the provisions of this Section in addition to the rights provided by law.

The County shall inform and educate all supervisors, Program Directors and Department Chairs regarding policies and procedures pertaining to leaves of absence as applied to house staff officers.

Section 7. Release Time for Exams

It is agreed that all house staff taking the USMLE Step III or its equivalent and Board Certification or Departmental In-service Exam will be released from all duties from 4:00 p.m. the day before the examination. In addition, with the prior written approval of his/her program director, house staff will be released until the morning rounds the day after the examination.

House staff shall submit their request for release time at least one month in advance of the examination.

Section 8. Change in Employment Status

The Office of Graduate Medical Education has responsibility to consult with house staff regarding academic and employment issues. Any change in employment status, i.e., demotion, suspension, discharge, promotion, or leave, including County imposed discipline must involve and be reviewed by the Office of Graduate Medical Education.

Section 9. Bereavement Leave

House staff will receive the same benefits as all full-time permanent employees with respect to bereavement leave.

Section 10. Access to Records

Each resident physician shall be permitted to review his/her employee records during normal business hours pursuant to Los Angeles County, Department of Health Services Policy # 760, and Personnel Records.

In addition to employment files, resident physicians will have access to his/her academic files that are available within the hospital or on-line.

ARTICLE 21

CONTRACTING OUT AND TRANSFER OF FUNCTIONS

In the event the County enters into discussions with another public employer or private entity which involves the transfer of functions now being performed by employees in this representation Unit, the County will 1) advise such public or private entity of the existence and terms of this Memorandum of Understanding, 2) within 2 weeks advise the CIR of the discussions, and 3) consult with the CIR regarding the subject matter of the discussion.

Prior to the release of a Request for Proposal (RFP) for security at mental health units in hospital facilities, the Department shall provide a copy of the RFP to CIR and in coordination with the Chief Executive Office Employee Relations Division offer to meet and consult with the union within fifteen (15) business days.

ARTICLE 22 PAYROLL DEDUCTIONS AND DUES

Section 1. Deductions and Dues

It is agreed that Union dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with the provisions of applicable State law, monthly by Management from the salary of each employee covered hereby who files with County a written authorization requesting that such deductions be made.

Remittance of the aggregate amount of all dues and other proper deductions made from the salaries of employees covered hereunder shall be made to the Union by Management within thirty (30) working days after the conclusion of the month in which said dues and deductions were deducted.

Section 2. Security Clause

Any employees in this Unit who have authorized Union dues deductions on the effective date of this agreement or at any time subsequent to the effective date of this agreement shall continue to have such dues deduction made by the County during the term of this agreement; provided, however, that any employee in the Unit may terminate such Union dues deduction each year during the period August 1 to August 15, by notifying the Union of their termination of Union dues deduction. Such notification shall be by certified mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Union from which dues deductions are to be cancelled.

The Union will provide the County's Auditor-Controller with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

Section 3. Agency Election

If 60 percent of the employees represented by this Unit are dues paying members of the Union, the Union shall have the right to conduct a secret ballot election at any time of its choosing during the term of this Memorandum of Understanding to determine whether a majority of the employees in the bargaining unit covered by this agreement are in favor of an agency fee agreement provided in G.C. 3502.5(a). This election shall be administered by the Employee Relations Commission (ERCOM). The ERCOM shall notify the County and the Union of the result of the election. The Union shall be responsible for the cost of the election.

The parties will encourage ERCOM to establish election procedures which are designed to produce the maximum possible participation in the election. However, if less than 20% of the employees in the bargaining unit vote in this election, agency shop shall be deemed rejected. If at least 20% of the employees in the bargaining unit vote, and a majority of those voting do vote in favor of an agency shop, then the Union shall notify the County, and the County shall immediately thereafter notify all employees in the bargaining unit that they will then be required, as a condition of continued employment, either to join the Union, pay a Fair Share Fee equal to Union dues or pay the Union an Agency Fee as provided in G.C. 3502.5(a).

Section 4. Agency Shop Provisions

If at least 20% of the employees in the bargaining unit vote, and a majority of those voting do vote in favor of an agency shop, then the following provisions of this Section 4 shall apply:

A. Agency Shop Defined

It is mutually agreed by the parties that the term "agency shop" means that every employee represented by this Unit shall, as a condition of continued employment, either join the certified majority representative organization; or pay the organization a Fair Share Fee equal to Union dues; or pay an Agency Shop Fee; or pay a sum equal to the Agency Shop Fee to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code for the duration of this agreement, or a period of three years from the effective date of this agreement, whichever comes first.

B. Religious Objections

An employee, who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations, shall not be required to join or financially support the Union. Such employee shall, in lieu of periodic dues or Fair Share Fees, pay sums equal to Agency Shop Fees to a non-religious, and non-labor charitable fund exempt from taxation under Section 501(c)(3) of the Internal Revenue Service Code.

C. Agency Shop

It is mutually agreed by the parties that this Unit is an agency shop Unit.

D. Rescission

It is mutually agreed by the parties that the Agency Shop provisions in this agreement may be rescinded by a majority vote of all the employees represented by this Unit under procedures established by the Employee Relations Commission. In the event such rescission should take place, then the procedures as described in Section 1 and 2 shall prevail. There shall be only one election during the term of this agreement.

E. Union Responsibilities

The Union shall keep an adequate itemized record of its financial transactions and shall make available annually to the County and to all Unit employees, within sixty (60) calendar days after the end of its fiscal year, a detailed written financial report thereof in the form of a balance sheet and an operating statement, certified as to its accuracy by its president and the treasurer or corresponding principal officer, or by a certified public accountant.

The Union certifies to the County that within thirty (30) days of the effective date of this agreement, it shall adopt, implement and will maintain constitutionally acceptable procedures to enable non-member Agency Fee payers to meaningfully challenge the propriety of the uses to which Agency Fees are put.

Those procedures shall be in accordance with the decision of the United States Supreme Court in *Chicago Teachers Union, Local No. 1, AFT, AFL-CIO et al. v. Hudson*, 106 S. CT. 1066 (1986).

F. Implementation

Any employee hired by the County 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 a notice advising that the County has entered into an Agency Shop agreement with the Union and that all employees subject to the Memorandum of Understanding must either join the Union; pay a Fair Share Fee equal to union dues; or pay an Agency Shop Fee to the Union; or execute a written declaration claiming a religious exemption from this requirement. Such notice shall include a payroll deduction authorization form for the employee's signature authorizing payroll deduction of Union dues, Fair Share Fees, Agency Shop Fees, or execution of a written declaration claiming a religious exemption from this requirement. Said employee shall have thirty (30) working days following the initial date of employment to fully execute the authorization form of his/her choice and return said form to the Union or departmental payroll office. If the form is not completed and returned within thirty (30) working days, the County Auditor shall commence and continue a payroll deduction of a Fair Share Fee equal to Union dues from the regular pay warrants of such employee.

The effective date of deducting Union dues, Fair Share Fees, Agency Shop Fees or charitable contributions shall be the first pay period following thirty (30) working days of employment or the pay period this Article becomes implemented for current employees, whichever is later.

G. List of New Employees/Separations

The County will furnish the Union with a monthly list of new employees/separations at the cost established by the Auditor-Controller for processing and photocopying documents. The list shall contain the name, date of hire into the Unit, salary, classification, and work location of all employees who enter the Bargaining Unit and are subject to this agreement.

Such list shall include new hires and employees promoted, demoted, or transferred into the Bargaining Unit. The monthly list shall also contain information which includes the names and effective dates of employees leaving this Bargaining Unit.

Section 5. Indemnification Clause

The Union agrees to indemnify and hold the County of Los Angeles harmless from any liabilities of any nature which may arise as a result of the application of the provisions of this article. The Union agrees to indemnify and hold the County of Los Angeles harmless from the utilization of the disability allowance for the disability insurance as described in Article 8, Section 3.

ARTICLE 23

OBLIGATION TO SUPPORT

The parties agree that subsequent to the execution of this Memorandum of Understanding and during the period of time said Memorandum is pending before the Board of Supervisors for action, neither the CIR nor Management, nor their authorized representatives, will appear before the Board of Supervisors or meet with members of the Board of Supervisors individually to advocate any amendment, addition or deletion to the terms and conditions of this Memorandum of Understanding. It is further understood that this Article shall not preclude the parties from appearing before the Board of Supervisors nor meeting with individual members of the Board of Supervisors to advocate or urge the adoption and approval of this Memorandum of Understanding in its entirety.

ARTICLE 24

FULL UNDERSTANDING, MODIFICATIONS, WAIVER

- A. This Memorandum of Understanding sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety. No employee covered by this Memorandum of Understanding shall receive any compensation or benefits from the County of Los Angeles other than those specifically set forth in the provisions of this agreement or required by Federal, State or County law.

- B. It is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right, and agrees that the other shall not be required, to negotiate with respect to any matter covered herein or with respect to any other matters within the scope of negotiations, during the term of this Memorandum of Understanding.

- C. If this agreement should be reopened during its term by mutual agreement of the parties, no alternative amendment of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by County's Board of Supervisors.

- D. The waiver of any breach, term, or condition of this Memorandum of Understanding by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 25 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Memorandum of Understanding:

- a. Management's principal authorized agent shall be County's Chief Executive Officer, or his duly authorized representative (Address: 500 West Temple Street, Los Angeles, California 90012, Telephone: (213) 974-4029), except where a particular Management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

- b. The CIR's principal authorized agent shall be the Southern California- Regional Director or duly authorized representative.

The Committee of Interns and Residents
1545 Wilshire Blvd. Suite 608
Los Angeles, CA 90017
benefits@cirbenefitfunds.org
(212) 356-8180

ARTICLE 26

PROVISIONS OF LAW

It is understood and agreed that this Memorandum of Understanding is subject to all current and future applicable Federal, State, and County laws, federal and state regulations, the Charter of the County of Los Angeles, and any lawful rules and regulations enacted by County's Civil Service Commission, Employee Relations Commission, or similar independent commissions of the County. If any part or provision of this Memorandum of Understanding is in conflict or inconsistent with such applicable laws, rules and regulations, or is otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable law or regulations, and the remainder of the Memoranda of Understanding shall not be affected thereby.

ARTICLE 27

GRIEVANCES GENERAL-IN-CHARACTER

In order to provide an effective mechanism whereby disagreements between CIR, and Management concerning the interpretation or application of any of the provisions of this Memorandum of Understanding affecting the rights of the parties or the working conditions of a significantly large number of employees in the Unit may be effectively resolved, the following procedures are agreed upon.

- A. Where CIR has reason to believe that Management is not correctly interpreting or applying any of the provisions of this Memorandum of Understanding, CIR may request in writing that a meeting be held with the authorized representatives of the County who have authority to make effective recommendations for the resolution of the matter with copies to the Department Heads involved and to the Chief Executive Office. Such written request shall be submitted within thirty (30) business days from the occurrence of the matter on which a complaint is based or within thirty (30) business days from the knowledge of such occurrence and shall set forth in detail the facts giving rise to the request for the meeting and shall set forth the proposed resolution sought.

Within ten (10) business days of receipt of the request for such a meeting, the parties will meet for the purpose of discussing and attempting to resolve the disagreement.

- B. Within five (5) business days of such meeting, and in the event the matter is not satisfactorily resolved; CIR shall have the right to meet with the principal representative(s) of the County who have authority to resolve the matter. For purposes of this provision, Management's principal representative(s) shall mean the County department heads who have authority to resolve the matter, or their authorized representatives, including the Chief Executive Officer or his authorized representative.
- C. Within ten (10) business days from the meeting provided in (B) above, Management's principal representative(s) shall respond to CIR in writing, setting forth Management's decision and reasons therefore.
- D. Within ten (10) business days from receipt of Management's written decision, if the matter is not satisfactorily resolved, and if the disagreement meets the requirements of Section 6, Subsection 2 of Article 14, the disagreement may be submitted to arbitration in accordance with the provisions of Section 6 of Article 14 of this Memorandum of Understanding.

It is further understood that this Article is not intended as a substitute or alternative for the grievance procedures set forth in Article 14 of this Memorandum of Understanding. Instead, this Article is intended to provide a procedure to resolve disagreements arising from the application of the terms of this Memorandum of Understanding affecting the working conditions of a significantly large number of

employees in the Unit, as distinguished from the rights of individual employees.

Accordingly, the parties agree that the procedure set forth herein shall not be implemented where the dispute or complaint involved is, or could be, effectively brought by an employee or employees and otherwise processed through the grievance procedures set forth in Article 14 hereof.

ARTICLE 28

EMPLOYEE REPRESENTATIVE

Authorized Union representatives may be granted access to work locations in all hospital and health facilities, including areas utilized for patient care, treatment, and general work, in which employees covered hereby are employed, for the purpose of conducting grievance investigations and observing working conditions. Authorized Union representatives desiring such access to such work locations shall first request permission from the appropriate Management representative, at which time the authorized representative shall inform said Management representative of the visit. Said Management representative may deny access to a work location if in the resident's judgment the resident deems that a visit will unduly interfere with the operations of the department or facility thereof, in which event said Management representative will recommend an alternative time for the visit.

The Union shall, within thirty (30) days of the effective date of this Memorandum of Understanding, give to Management a written list of all authorized representatives, which list shall thereafter be kept current by the Union. Access to work locations hereunder will be granted only to representatives on the current list.

ARTICLE 29

BULLETIN BOARDS

Management will furnish adequate bulletin board space to CIR where there are existing bulletin boards for the employees in this Unit and where adequate bulletin board space has not yet been made available.

The boards shall be used for the following subjects:

- A. CIR recreational, social and related CIR news bulletins;
- B. Scheduled CIR meetings.
- C. Information concerning CIR elections or the results thereof;
- D. Reports of official business of CIR including CIR newsletters, reports of committees or of the Board of Directors; and
- E. Any other written material which first has been approved and initialed by the designated representative of the department head. The designated representative must either approve or disapprove a request for posting within 24 hours, excluding Saturday, Sunday, and legal holidays, from the receipt of the material and the request to post it. Failure to do so will be considered approval to post the materials. The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

Failure to do so will be considered approval to post the material.

The designated representative will approve all reasonable requests.

The parties may mutually waive the provisions of this Article if a satisfactory posting policy on bulletin boards is currently in effect.

ARTICLE 30

EMPLOYEE PARKING

County Management will continue to make reasonable efforts to provide free parking facilities for employees who regularly find it necessary to use their own vehicles for transportation to their work location.

County Management will make reasonable efforts to provide safe and free parking facilities at parking lots nearest the employees work location for evening and night shift personnel.

ARTICLE 31 HEALTH AND SAFETY

Section 1. Compliance

The Department of Health Services shall maintain a healthful working environment and comply with the regulations and guidelines established by the Centers for Disease Control, OSHA, California state needlestick legislation and the Joint Commission. During the term of this agreement, Department of Health Services' Management and the Union will convene a labor/management committee for the intent of addressing and making recommendations on safety issues related to Interns and Residents. This committee shall meet on a quarterly basis at a minimum and shall consist of up to four representatives of CIR designated delegates who will represent the interests of housestaff.

Section 1. A. Safety Training

The same Safety training afforded to any other employee of the Department will be made available to Interns and Residents. Management at each facility will inform Interns and Residents of any changes in the availability of Safety training as new and improved methods of delivery are implemented.

Section 2. Wellness

Recognizing the effect on an employee's health of long hours, stress and other factors and in the interest of a healthy, productive work force management agrees to the establishment of a departmental Wellness Committee, comprised of an equal number of CIR and management representatives to discuss departmental approaches to a comprehensive Wellness Program which may include, but not limited to stress management and reduction techniques and the creation of fitness centers.

The Wellness Committee will work in partnership and make every reasonable effort to implement a Wellness Program by July 2022 to provide education, training and health promotion to house staff on topics including, but not limited to, suicide prevention, stress management, health and fitness, holistic medicine, and meditation. The Wellness Committee will work in partnership to determine the logistical, economic, operational and indemnification impact of the program.

Section 2. A. Drug and Alcohol Dependency

The County of Los Angeles and the union recognize drug and alcohol dependency is a treatable illness. Residents with dependency problems shall have full access to the hospital Well-Being Committee and other resources such as the Los Angeles County Employee Assistance Program for review and consultation regarding re- entry into residency before, during, and after dependency treatment. In the event a resident physician becomes impaired during his or her training, including but not limited to alcohol, drug or chemical dependence, the resident physician will be offered medical leave for treatment. Residents who must take medical leave shall be entitled to the right to privacy and are not obligated to disclose protected health information with supervising staff or co-residents. No resident physician shall be disciplined or terminated for seeking such treatment. Resident physicians will be advised and given a copy of any policies on resident impairment if the resident is suspected of a dependency or is seeking treatment for a dependency.

Section 3. Training

- A. The parties agree to establish a Labor-Management Training Board composed of twelve (12) members. There will be six (6) Union members and six (6) Management members to administer any funds allocated for the training program. The Training Board will begin meeting by January 31, 2001.

- B. Current County employees in the bargaining unit who are negatively impacted by restructuring shall have first priority for placement in a training program funded as a direct result of Department of Health Services and/or Department of Public Health restructuring.

- C. Throughout the term of this MOU, employees of the Department of Health Services and/or Department of Public Health who do not receive the Bilingual Bonus pursuant to County Code Section 6.10.140, may, upon request of the employee, enroll in a basic language course other than English offered by the LA Health Care Workforce Development Program. Upon successful completion of the course, each employee shall be issued a certificate.

- D. Management shall make every reasonable effort to release employees to attend training offered through the Workforce Development Program. CIR and the Department of Health Services and the Department of Public Health will jointly monitor releases to ensure reasonable access to training.

- E. Any employee in a career track workforce development training program, including but not limited to the Healthcare Workforce Development Program may request to be placed on an Irregular 40-hour work schedule as part of their work week during the duration of their training in order to provide them time to study and attend classes.
- F. Employees who graduate from Healthcare Workforce Program career path programs for critically needed acute care classifications, including but not limited to ancillary staffing and nursing shall be able to accept the position with no loss of salary in accordance to County Code.

Section 4. Patient Transport Teams (Lift Teams)

The parties agree that it is a mutual goal to reduce industrial injuries resulting from patient lifting and transport. The parties support the establishment of Patient Transport and Patient Lift Teams in Department of Health Services and Department of Public Health facilities and will work together to overcome any economic barriers to implementation. Management will make every effort to ensure that equipment is provided that is in accordance with professional and industry standards for the lifting and transporting of patients.

Upon written request of CIR, a Joint Labor-Management Work Group shall be convened with the goal of developing a plan for expansion of Patient Transport and/or Patient Lift Teams within the Department of Health Services and the Department of Public Health.

The Work Group shall consist of a core of three Labor representatives, three Management representatives, and one representative from the Healthcare Workforce Development Program. An additional two (2) members each from Labor and Management will be added from each healthcare facility where Patient Transport and/or Patient Lift Teams are being formed.

The workgroup shall develop a policy for implementing Patient Transport and Patient Lift teams for healthcare facilities that do not already have established policies. The policy will include the process and procedures, including staffing, for transportation and lift team members to ensure employee safety. Prior to full implementation of the Patient

Transport and Lift Teams, all team members will be trained in the provisions of the developed policy.

Section 5. Notification and Response to Disasters and Public Health Emergencies

The Department of Health Services and the Department of Public Health are committed to maintaining a healthful working environment and continuing its compliance in meeting the regulations and guidelines established by the Centers for Disease Control, OSHA, and the Joint Commission.

A. Bioterrorism, Natural and Human-Made Disasters

1. The Department of Health Services and the Department of Public Health have established a Decontamination Response Plan for a variety of disasters.

The Department shall notify the union within 60 days of any proposed changes to the plan. The Departments shall provide all medically necessary treatments to public health disasters, including but not limited to decontamination service and prophylaxis to affected employees.

2. The Department of Health Services and the Department of Public Health shall provide training, educational materials and public health advisories on an ongoing basis to all employees who are assigned to areas that provide direct patient care about the safe response to, including but not limited to, chemical, biological, radiological, and nuclear contamination and disasters. Such training shall be provided on County time.

B. Employee Safety

1. Management will initiate a comprehensive assessment of employee and patient safety in conjunction with CEO Risk Management. Upon completion of this assessment, management shall meet with the Union pursuant to County Code Section 5.04.090 (A).
2. The County shall develop and implement a policy addressing communicable disease notification, protection and treatment for employees who are assigned to work in health facilities. Related training shall be provided to the employees.
3. The County shall make a personal safety fund for the purpose of enhancing safety for employees working in County facilities. The fund shall be funded in the amount of twenty thousand dollars (\$20,000) annually to be disbursed to and managed by CIR. Unused funds will rollover each fiscal year. The fund will be used to purchase, maintain, and replace broken or damaged equipment or programmatic costs through the term of this MOU. In consultation with the Union, the County shall develop a plan for distribution and implementation of devices and programs. The fund will be overseen by the CIR safety committee comprising of eight (8) active CIR members who will meet and allocate the funds.

4. A Code Gold Team is defined as Department of Health Services or Department of Public Health responders to violent or extreme patients that warrant intervention. Code Gold Teams would be established to aid, when necessary, County security in situations where a multi person intervention is needed. Under no circumstances will Code Gold Teams replace existing security measures in place in county facilities.

In consultation with SEIU Local 721 and CIR/SEIU, Management will develop a standardized policy addressing the establishment of a Code Gold Team in each department facility and on each shift where applicable within 60 business days of Board approval of this MOU. Said policy will address training, team leadership, classification participation and protocols of the Code Gold Teams.

5. In the event of an attack on an employee by a patient or onsite visitor, Management shall assist with making arrangements for medical attention and counseling services.
6. In the event of an emergency relating to biohazards, communicable disease outbreak or other health threat, the Department shall notify employees without delay. The Department shall notify Local 721 and the Committee of Interns and Residents/SEIU as soon as practicable.

Upon request by the union, the Department shall meet with the union within seven (7) business days to assess the impact on employees and appropriate responses and/or corrective measures.

Section 6. Sale or Transfer

The County agrees in the event of a sale or transfer of a facility the County shall give the Union as much notice as possible of any intended sale or transfer.

Section 7. Patient Care Committee

The County and the Union agree that quality patient care and an appropriate working environment require adequate and safe staffing and that staffing levels within all departments vary with census acuity, shifts, the specialization of various areas, changes in the specialization of the units, structural changes in delivery of patient services and qualitative changes in average acuity. Within 90 days of the Board of Supervisor approval of this MOU, the parties will establish a task force to consult on the development of a Patient Care Committee(s) within DHS and DPH. The task force will work collaboratively to develop the role of the Patient Care Committee(s) as it relates to issues including but not limited to best practices regarding quality patient care and dispute resolution. The task force will consist of a maximum of 8 members representing CIR/SEIU and a maximum of 8 members from the county, including a representative from the Chief Executive Office/Employee Relations Division.

Section 8. Qualified Bilingual Bonus

Within 180 days of Board of Supervisor's approval of this MOU, the Labor Management Transformation Committee agrees to convene a Work Group to discuss the creation and implementation of a two tiered "medically" qualified bilingual bonus for Department of Health Services employees providing cultural and linguistic appropriate services. Should all parties comprising said work group reach a consensus, the County agrees to present to the Chief Executive Officer for implementation.

Section 9. Educational Modification Impact Consultation

If management/county should declare any special circumstance or emergency status with the purpose of temporary modification of education or specialty specific training for greater than two weeks, the County will immediately consult over the changes with up to four (4) representatives designated by CIR and continue to meet with them on a weekly basis for as long as the emergency status is maintained.

ARTICLE 32

HEALTH AND SAFETY GRIEVANCE PROCEDURE

- A. Management and the Union mutually agree that safety and health conditions in employment in the County of Los Angeles are subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970 and the California Occupational Health Act of 1973, the Joint Commission and California Code of Regulations where applicable.
- B. It is the intent of Management to make every reasonable effort to provide and maintain a safe and healthy place of employment. The Union shall cooperate by encouraging all employees to perform their work in a safe manner. It is the duty of all employees in the course of performing their regularly assigned duties to be alert to unsafe and/or unhealthy practices, equipment, and conditions and to report any such unsafe and/or unhealthy practices, or conditions to their immediate supervisors.
- C. It is Management's intent not to place Interns and Residents in unsafe work situations which may compromise their health/safety or that of their unborn child.
- D. If a hazardous or unsafe condition cannot be satisfactorily remedied by the immediate supervisor, the employee or his representative may submit the matter to the local facility safety officer or the Departmental Safety Officer, if there is no local safety officer.

- E. The Safety Officer will respond within five (5) working days. If the employee or his representative is not satisfied with the response of the Safety Officer, the Union may consult with the Risk Management Branch of the CEO or designee. A representative of such branch shall respond to the Department Head and the Union within ten (10) days. If the Union is not satisfied with the response of the Risk Management Branch of the CEO or designee, the issue may be taken within ten (10) days to arbitration as set forth in Article 14, Grievance Procedure. During ten (10) days, consultation between the Department Head and the Union will take place.

ARTICLE 33 PAGERS

Section 1. Initial Issuance

Each new/incoming house staff officer will be provided with a long-range pager within five days of employment or her/his first on call night, whichever is sooner. In addition, all current house staff who have not yet been issued a long-range pager will be provided one, at his/her request, no later than 60 days after implementation of this agreement. It is understood that the County's ability to provide such pagers as indicated above, is directly affected by the house staff returning their pagers in a timely manner. Pagers shall be standard in technological capability countywide as determined by Management.

It is also understood that each house staff officer who receives a pager as indicated above, will retain the pager as long as the resident remains in postgraduate training at the issuing facility.

Section 2. Replacement

The full cost to house staff for replacement of a lost or damaged County pager will be waived if a signed claim form is filed with an explanation of the loss or damage which occurred under the following conditions:

- 1) Damage or loss during the course of fulfilling job duties at any County location.
- 2) Theft from hospital locker or from car while fulfilling job duties at any County location.
- 3) Damage, theft, or loss due to an accident involving personal injury or any situation where a police report was filed.

This section will be excluded from the arbitration process.

ARTICLE 34 PROFESSIONAL TRAINING

Section 1. Training Programs for BLS, ACLS, PALS, ATLS, and NRP

Within 60 days after implementation of this agreement, facility committees will be established to plan house officer training in BLS, ACLS, PALS, ATLS, and NRP. The training will commence within 100 days of the implementation of this agreement. Training in all life support programs shall be made available to members of this bargaining unit. The programs available to individual members will be those appropriate to the area of patient care wherein the post-graduate physician is training, or as required by the Department of Health Services. The cost of the programs and the materials will be the responsibility of the institution where the post-graduate physician is employed.

Training and recertification will be available through each facility at no cost to the house officer under the following guidelines:

1. Basic Life Support (BLS) will be offered to all new house officers within the first 90 days of their residency, the timing to be approved by their program director.
2. Advanced Cardiac Life Support (ACLS) will be offered to all house officers within the first 180 days of their residency. Program director approval shall be required.

3. Pediatric Advanced Life Support (PALS) will be offered to house officers in pediatrics, emergency medicine, family medicine, anesthesiology and surgery and surgical subspecialties. Program director approval shall be required.
4. Advanced Trauma Life Support (ATLS) will be offered to surgical and EMS house staff who are licensed physicians. Program director approval shall be required.
5. Neonatal Resuscitation Program (NRP) will be offered to emergency medicine, pediatric, OB/GYN and family medicine. Program director approval shall be required.
6. If the County is unable to provide one of the required courses identified in the MOU, then County will provide reimbursement.

Section 2. Library Services

The County recognizes that all house staff should have 24-hour access to appropriate medical information (e.g., journals, textbooks, access to Medline, Index Medicus and applicable teaching files).

Within 60 days following implementation of this agreement, Hospital Administration shall provide access to such information, in accordance with ACGME requirements.

Where feasible, the Internet and lab/imaging results will be made available.

Section 3. Access to Wi-Fi Internet

The County recognizes that all house staff should have uninterrupted 24-hour Wi-Fi and access to electronic health records information while engaged in patient care at the facility. County Management will make reasonable efforts to provide 24-hour Wi-Fi access to Physician, Post Graduates at the facility.

ARTICLE 35 PATIENT CARE

Any member of this bargaining unit who, in the course of his/her practice, is ethical and compliant with the policies and procedures of the Department of Health Services will be indemnified by the Department of Health Services, including but not limited to legal representation.

During the term of this agreement, Management agrees to continue to work toward providing the following:

1. A computerized laboratory report retrieval system with monitors in wards and clinics.
2. EKG machines in wards and clinics or have equivalent service available.
3. Current and accurate bed control census.
4. To fund a patient education program in each department.

The parties agree that H/H machines and a computerized radiology dictation machine will be provided using funds allocated to the Quality Patient Care Fund. In addition, it is agreed that any disputes regarding the conditions set forth in number two (2) above, will be resolved by purchasing the additional equipment deemed necessary through the Quality Patient Care Fund.

It is recognized by both parties that implementation of the fully computerized lab report retrieval system is contingent upon Board of Supervisors' approval and the County's subsequent ability to install such a system during the term of the Agreement.

ARTICLE 36

CHANGES IN THE PROVISION AND OPERATION OF HEALTH
CARE SERVICES

The County will give reasonable notice and meet and consult pursuant to Los Angeles County Code Section 5.04.090 (A) prior to implementing changes in the provision and operation of health care services that will affect the working conditions of members of this bargaining unit.

Further, the County recognizes its obligation under Los Angeles County Code, Employee Relations Ordinance Section 5.04.090 (B) to negotiate on those matters subject to negotiations that affect the working conditions of members of this bargaining unit.

ARTICLE 37 LABOR-MANAGEMENT RESTRUCTURING COUNCIL

Section 1. Purpose

During the period of this MOU, the parties agree to continue the Labor-Management Restructuring Council. The number of members of the Council shall remain at the level existing on September 1, 2000. The work of the Labor-Management Restructuring Council shall include reviewing all restructuring initiatives within the Department of Health Services and/or the Department of Public Health and making recommendations to the appropriate departmental management.

Upon written request by the Union, Management agrees to meet and confer with the Union on the impact of implementing work rule changes specifically related to restructuring when such matters are not covered by Memoranda of Understanding or Civil Service Rules. During the term of this agreement, when such work rule changes are implemented, the significant numbers provision of the Full Understanding, Modification and Waiver Article shall not apply to matters subject to restructuring impact negotiations within each department.

The work of the Labor-Management Restructuring Council shall also include, but not be limited to, discussions associated with the delivery of health/patient care such as patient access to care, recent and/or pending health care legislation and environmental/public health care concerns.

Section 2,

Staffing

- A. The Department of Health Services, and the Department of Public Health and the Union shall make a reasonable attempt to jointly develop recommendations for submission to the Department of Human Resources regarding new classifications and classification changes required by restructuring in the Department.

If the County determines that a hiring freeze in the Department of Health Services and/or the Department of Public Health is necessary during the term of this MOU, the Union will be provided with a copy of the report given to the Board of Supervisors.

Management agrees to make available to the Union on a quarterly basis, data on the use of registry/agency workers and Position Status Reports for health services units in the Department of Health Services and the Department of Public Health.

- B. Labor, Department of Health Services and Department of Public Health Management recognize that staffing and workload issues are integral to continuing departmental restructuring, meeting regulatory mandates, providing quality patient care, and assuring compliance with regulatory requirements.

Labor, Department of Health Services and the Department of Public Health Management agree that the Labor-Management Restructuring Council will establish the structure and direction for a joint staffing committee responsible for the development and implementation of staffing plans within the Department and provide recommendations for action. This joint process will continue within 30 business days of Board of Supervisor approval of this MOU.

- C. This Section is intended to provide a general structure and process within which the Union and Department of Health Services and/or the Department of Public Health Management can jointly develop creative solutions to the challenges of adequate staffing and patient classification systems and ratios in order to provide quality patient care.

It is not the intent of this language to preclude Management's right to exercise control and discretion over its organization and operations during the term of this agreement.

It is not intended to pre-empt the right of the parties to negotiate specific staffing provisions relevant to individual classes of bargaining units.

- D. Civil Service Rules and applicable Board of Supervisors' policies will be applied to employees affected by the Department of Health Services and/or Department of Public Health restructuring plans or similar plans/programs ordered by the Board of Supervisors.

ARTICLE 38: Diversity, Inclusion, and Under Represented Individuals in Medicine (UIM)
Recruitment and Retention

Section 1: Diversity and Inclusion

The CIR/SEIU and Los Angeles County agree that housestaff are entitled to:

A. Los Angeles County will endeavor to have residents that reflect the diversity in our society and Los Angeles community. Los Angeles County commits to recruit and retain housestaff from historically underrepresented individuals in medicine.

B. A diverse, inclusive training environment.

In accordance with ACGME policies, Los Angeles County will provide funding to support development of a standardized “Diversity, Inclusion, and Anti-Racism” curriculum to be implemented at each institution, with a focus on health justice that will be conducted longitudinally throughout the duration of each housestaff’s respective residency program. Training must equip housestaff to contend with health inequities in order to reduce health disparities in Los Angeles County. The “Diversity, Inclusion, and Anti-Racism” curriculum will be developed by individual hospitals or in conjunction with other County hospitals. The development of the curriculum will be in collaboration with the residents and the CIR Diversity Committee.

The curriculum will equally prioritize housestaff training to include culturally competent supervision and advisement/mentorship. Los Angeles County recognizes that UIM Trainees may need additional mentorship support outside of baseline residency advising, and will provide supplemental access and institutional support to requesting UIM Trainees.

C. Retention of UIM Trainees

Los Angeles County will endeavor to develop mentors and leaders that are reflective of the diversity of its housestaff. The county will prioritize retaining current UIM Trainees into staff physician and clinical educator positions as well as strengthen the UIM pipeline.

D. Wellbeing

Los Angeles County shall ensure that there are a sufficient number of culturally competent providers to support mental wellbeing for housestaff. This shall be provided on a gratis basis to all housestaff who need these services. Los Angeles County will make reasonable efforts to accommodate residents who need to leave their duties to access these services during work hours, per ACGME requirements.

Section 2: Underrepresented Individuals In Medicine Recruitment and Retention Fund

Los Angeles County agrees to support the recruitment and retention of underrepresented individuals in medicine by the establishment of the “UIM Recruitment and Retention Fund.”

The fund will sustain our County hospitals’ endeavors in addressing health disparities and the recruitment of UIM residency applicant matriculation into County residency programs.

This annual fund will be funded at one hundred and twenty-five thousand (\$125,000.00) per contract term, and the fund will be available every year starting on July 1 during the duration of contract. The fund will be stewarded by the LA County’s CIR Diversity Committee.

CIR’s Diversity Committee will, in good faith, work in conjunction with local hospital recruitment and retention efforts, and establish collaboration when appropriate.

ONE-TIME BONUS

The County is offering a one time-signing bonus as described below for all current CIR employees.

One-Time Signing Bonus paid within 45 days after Board Ratification of the Agreement

- \$1,375 for current employees at the time of Tentative Agreement.
- Must be in County service at time of payout*.
- To be issued by regular payroll warrant.

*The requirement to be in County service at the time of payment will not apply to former CIR members who were employed with the County as of April 1, 2022 but have since graduated and left County service prior to the date of payment. Similarly, the parties intend to make eligible physicians that would have otherwise qualified for the Signing bonus but graduated by June 30, 2022 and are no longer in County service. Parties agree that the Union will provide a list of individuals made eligible under the above-described exceptions to CEO and DHS within 30 days of reaching a Tentative Agreement on the CIR MOU. Should an individual on this list be eligible for a Signing bonus as a current County employee, payment will be governed by current employees and not as a prior CIR member. The application of payments under this provision for graduates no longer in County service shall not be subject to grievance or arbitration.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year first above written.

THE COMMITTEE OF INTERNS AND
RESIDENT/SEIU, AFL-CIO (AKA
INTERNS AND RESIDENTS
ASSOCIATION OF
LOS ANGELES COUNTY-
UNIVERSITY OF SOUTHERN
CALIFORNIA MEDICAL CENTER;
INTERNS & RESIDENTS
ASSOCIATION OF
LOS ANGELES COUNTY HARBOR
GENERAL HOSPITAL;

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES



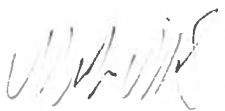
BY: _____
Dr. Lorenzo A. Gonzalez
CIR, National President

BY: _____
FESIA A. DAVENPORT
Chief Executive Officer

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year first above written.

AFSCME LOCAL 1083
REPRESENTATIVES

By 

MELISSA MARTINEZ, President
Agent AFSCME, 1083

COUNTY OF LOS ANGELES
AUTHORIZED MANAGEMENT
REPRESENTATIVES

By 

FESIA A. DAVENPORT
Chief Executive Officer

BY 

TRIS CARPENTER, Consultant
Agent AFSCME, 1083

TO BE JOINTLY SUBMITTED TO COUNTY'S BOARD OF SUPERVISORS



Committee of Interns & Residents/SEIU

National Office

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN
UNIVERSITY OF SOUTHERN CALIFORNIA, KECK SCHOOL OF MEDICINE
AND
COMMITTEE OF INTERNS AND RESIDENTS, SERVICE EMPLOYEES
INTERNATIONAL UNION
(JUNE 14, 2023 – APRIL 30, 2025)

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PREAMBLE

The University of Southern California, Keck School of Medicine (“KSOM” or the “Employer”) and Committee of Interns and Residents, Service Employees International Union (the “Union”) hereby agree to become parties to the following collective bargaining agreement (hereinafter referred to as “Contract” or “Agreement”). The parties each voluntarily agree to enter this Agreement, the Employer for itself and the Union for itself and the “Residents/Fellows” covered by this Agreement as included in the Recognition Clause.

ARTICLE 1 – RECOGNITION

Pursuant to the Certification of Representative in NLRB Case 21-RC-292035, KSOM recognizes the Union as the exclusive bargaining representative of the following unit of Residents/Fellows:

Included: All full-time and regular part-time interns, residents, chief residents, and fellows employed by KSOM (collectively “Resident(s)/Fellow(s)”), including when rotating at any and all rotation sites.

Excluded: All other employees, other physicians, registered nurses, other professional employees, business office clerical employees, skilled maintenance employees, technical employees, guards, other non-professional employees, confidential employees, managerial employees, and supervisors as defined by the Act.

ARTICLE 2 – UNION REPRESENTATION, MEMBERSHIP AND DUES DEDUCTION

A. NEW RESIDENT/FELLOW NOTICE OF REPRESENTATION

KSOM shall inform each new Resident/Fellow at the time of employment that KSOM recognizes the Union as the exclusive bargaining representative for their classification and that they are covered by this Agreement.

B. MAINTENANCE OF MEMBERSHIP

1. All Residents/Fellows covered by this Agreement shall, by the 31st day following the beginning of employment or the 31st day after the ratification of this Agreement, whichever is later, as a condition of employment, either:
 - (a) Become and remain members of the Union in good standing during the term of their employment, it being understood that that membership in good standing on the part of a Resident/Fellow shall mean the tender by such Residents/Fellow, of the periodic dues uniformly required as a condition of employment, or
 - (b) Pay an agency fee to the Union in lieu of Union dues.
2. No discrimination or reprisal shall be visited against any such Resident/Fellow by either party based on membership or non-membership in the Union.

C. DUES PAYMENT DEDUCTION

The Employer, for each calendar month, shall deduct, for any Resident/Fellow who provides KSOM written authorization, Union dues. KSOM agrees to forward said dues and agency fees to the Union, which has the exclusive right to said dues and agency fees, by the 20th day of the month following the month in which they are deducted. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

The Union will timely provide KSOM with certification of new individual authorizations for union membership dues deduction. The appropriate deduction will commence as soon thereafter as possible, but in no case later than first of the month following thirty (30) calendar days after the certification of authorization for such deduction is provided to KSOM.

D. AUTHORIZATION

For purposes of this Article, the parties acknowledge and agree that “authorized” and “authorization” include authorizations created and maintained by use of electronic records and electronic signatures consistent with State and Federal laws.

E. INDEMNIFICATION

The Union shall indemnify and hold harmless the Employer and all persons acting on behalf of the Employer against any legal responsibilities, claims, demands or other forms of liability and associated reasonable costs, including reasonable costs for legal representation of the Employer or persons acting on behalf of the Employer, arising, directly or indirectly, from the Employer’s compliance with this Article.

ARTICLE 3 – ACCESS

A designated Union field representative shall be permitted to have access to KSOM facilities for the purposes of administration of this Agreement, contract ratification and grievance investigations. When practically possible, the field representative shall provide KSOM Human Resources with twenty-four (24) hour advance notice of their intent to access KSOM facilities. KSOM will also use every reasonable effort to ensure the rotation sites where Residents/Fellows work permit a Union field representative to visit pursuant to those sites’ standard access, visitor and security protocols and policies which the field representative shall adhere to and shall not interfere with the work of any Resident/Fellow or any other employee of KSOM or any rotation site. For the purpose of this Agreement the term "rotation site(s)" will be defined as any location in which a Resident/Fellow performs their duties.

ARTICLE 4 – ACCESS TO RECORDS

- A. Upon provision of a written request to KSOM Human Resources, each Resident/Fellow shall have access within twenty-one (21) calendar days to their personnel file(s) and the right to copy any documents in their personnel file(s). Personnel file(s) as used in this

Article shall include those maintained by Human Resources and a Resident/Fellow's program.

- B. With regards to any counseling notice, evaluation, disciplinary letter, written warning, incident report, or similar document, each Resident/Fellow shall have the right to provide a written response that shall be placed in the Resident/Fellow's personnel file(s).
- C. Prior to any counseling notice or other formal disciplinary action being placed in a Resident/Fellow's personnel file(s), the disciplinary action must be shown and given to the Resident/Fellow.

ARTICLE 5 – RESIDENT/FELLOW LISTS AND ORIENTATION

A. LISTS

- 1. KSOM shall provide the Union with an electronic list of incoming Residents/Fellows by May 15 each year and a list of Residents/Fellows who have completed a residency training or fellowship program each academic year on or before July 15.
- 2. The aforementioned lists shall include, if available, names, personal email address, phone number, USC email address, department and postgraduate year.
- 3. A complete list of employees in the bargaining unit including, if available, names, personal email address, phone number, USC email address, department and postgraduate year shall be provided to the Union by November 15 and March 15 of each year.

B. ORIENTATION

- 1. At least three weeks prior to the official start date of the orientation period for new Residents/Fellows, the Union shall be provided notice of a one hour (60 minutes) time period during which the Union may invite the Residents/Fellows to a Union meeting to give a presentation on the Union, the benefits of union membership, and the collective bargaining agreement.

ARTICLE 6 – RELEASE TIME

A. RELEASE TIME FOR EXAMS

- 1. All Residents/Fellows taking the USMLE Step III or its equivalent and Board Certification or Departmental In-service Exam will be released from all duties no later than 7:00 p.m. the day before the examination, and the full day of the examination. In addition, with the prior written approval of their Program Director, Residents/Fellows will be released until the morning rounds the day after the examination.
- 2. Residents/Fellows shall submit their request for release time at least one month in advance of the examination.

B. RELEASE TIME FOR NEW HIRE ORIENTATION AND SCHEDULING FOR UNION CONVENTION

1. With at least two weeks written notice to KSOM Human Resources, up to two Residents/Fellows shall each be granted up to two (2) hours release time to participate in the Union's Orientation presentation provided for in Article 5(B). Orientation.
2. With at least sixty (60) days written notice to KSOM Human Resources and the individual Residents/Fellows' program leadership, request by CIR Delegates and CIR Alternative Delegates for schedule changes to attend the annual CIR Convention shall not be unreasonably denied. Such schedule changes shall not result in any additional paid or unpaid time off for such Delegates.

ARTICLE 7 – COMPLIANCE WITH ACGME REQUIREMENTS AND OTHER WORKING CONDITIONS

- A. General:** KSOM will at all times remain in compliance with all ACGME standards and requirements regarding the working conditions of the Residents/Fellows and, upon notice from a Resident/Fellow or the Union that any rotation site fails to meet such standards and requirements, KSOM will take all reasonable efforts to provide notice to the rotation site of the issue and deficiency and work with the rotation site to resolve the issue and deficiency expeditiously. If any rotation site fails to resolve an issue or deficiency, KSOM will take appropriate action which may include relocating Residents/Fellows to alternate locations.
- B. Call Rooms:** It is KSOM's expectation that Residents/Fellows have adequate access to on-call rooms for sleep and rest at all rotation sites as required by the ACGME to ensure healthy and safe learning and working environments by providing safe, quiet, clean, and private sleep/rest facilities that are accessible within a proximity appropriate for safe patient care. Upon notice from a Resident/Fellow or the Union that any rotation site fails to provide such adequate access KSOM will take all reasonable efforts to provide notice to the rotation site of the issue and deficiency and work with the rotation site to resolve the issue and deficiency expeditiously.
- C. Work Rooms:** It is KSOM's expectation that Residents/Fellows have access to adequate work rooms while providing patient care at any rotation site. These work rooms should generally be equipped with a hospital phone, chairs, at least one printer, and computers with internet access. Upon notice from a Resident/Fellow or the Union that any rotation site fails to provide such adequate access KSOM will take all reasonable efforts to provide notice to the rotation site of the issue and deficiency and work with the rotation site to resolve the issue and deficiency expeditiously.
- D. IT and Facilities:** It is KSOM's expectation that Residents/Fellows will have access to computers, printers, and functioning medical equipment at all rotation sites. Upon notice from a Resident/Fellow or the Union of any specific equipment at any rotation site which is inoperable or otherwise fails to meet the legitimate patient care needs of the Residents/Fellows, KSOM will take all reasonable efforts to provide notice to the rotation

site of the issue and deficiency and work with the rotation site to resolve the issue and deficiency expeditiously. Any such notice shall provide the specific equipment and location of the issue.

- E. **Lactation Accommodation:** It is KSOM's expectation that Residents/Fellows who are nursing mothers will have access to a private space and a reasonable amount of time to express milk in accordance with current ACGME requirements and prevailing law. This includes the availability of clean and private area for lactation with proximity appropriate for safe patient care and the availability of clean and safe refrigeration resources for the storage of breast milk. Upon notice from a Resident/Fellow or the Union that any rotation site is not meeting these expectations, KSOM will take all reasonable efforts to provide notice to the rotation site of the issue and deficiency and work with the rotation site to resolve the issue and deficiency expeditiously.
- F. **Duty Hours:** KSOM shall remain in compliance with all ACGME requirements pertaining to Resident/Fellow duty hours, work schedules, and release time during the term of this Agreement. For programs where no ACGME guidelines exist, KSOM shall develop guidelines reflecting minimum standards established by the ACGME.
- G. **Time Free of Work:**
 - 1. In compliance with ACGME requirements, Residents/Fellows should have eight (8) hours off between scheduled clinical work and education periods.
 - 2. In compliance with ACGME requirements, Residents/Fellows must have at least fourteen (14) hours free of clinical work and education after twenty-four (24) hours of in-house call.
 - 3. If, during the term of this Agreement, the time free from work required by the ACGME or other governing authority are increased, KSOM shall comply with the new requirements in accordance with ACGME-provided deadlines.

**ARTICLE 8 – RESIDENT/FELLOW PROTECTIONS (NO
DISCRIMINATION/HARASSMENT, EQUAL OPPORTUNITY, AND COMPLIANCE
WITH LAWS)**

A. NO DISCRIMINATION OR HARASSMENT

There shall be no discrimination or harassment by KSOM or the Union against any Residents/Fellows on the basis of actual or perceived race, color, ethnicity, religion (including religious dress and grooming practices), creed, sex, age (40 years and over in the employment context), marital status, national origin, citizenship status, employment status, income status, shared ancestry and ethnic characteristics, partnership status, medical condition (including cancer and genetic characteristics), pregnancy (including childbirth, breastfeeding, or related medical conditions), disability, political belief or affiliation, union affiliation/activity or non-affiliation/activity, domestic violence victim status, military or veteran status, sexual orientation, gender, gender identity, gender expression, genetic information, and any other class of individuals

protected from federal, state, or local law. KSOM and the Union will comply with all federal and state laws regarding discrimination and harassment.

No Resident/Fellow shall face intimidation, coercion or retaliation for exercising their right to bring, support or participate in a complaint or concern of discrimination or harassment under this Article.

KSOM shall respond promptly and effectively to reports of sexual harassment and retaliation and shall take appropriate action to prevent and to correct behavior that violates law and this Article and in accordance with Title VII and Title IX of the Civil Rights Act as well as other applicable state and federal law.

B. EQUAL EMPLOYMENT OPPORTUNITIES AND COMMITMENT TO DIVERSITY

KSOM affirms its commitment to diversity and agrees to follow applicable laws concerning equal employment opportunities. In this spirit, it is the continuing policy of KSOM that all persons shall be given equal employment opportunity, in accordance with existing local, State and Federal laws, on the basis of actual or perceived race, color, ethnicity, religion (including religious dress and grooming practices), creed, sex, age (40 years and over in the employment context), marital status, national origin, citizenship status, employment status, income status, shared ancestry and ethnic characteristics, partnership status, medical condition (including cancer and genetic characteristics), pregnancy (including childbirth, breastfeeding, or related medical conditions), disability, political belief or affiliation, union affiliation/activity or non-affiliation/activity, domestic violence victim status, military or veteran status, sexual orientation, gender, gender identity, gender expression, genetic information, and any other class of individuals protected from federal, state, or local law.

C. REASONABLE ACCOMMODATIONS

KSOM agrees that reasonable accommodation will be made for Residents/Fellows with disabilities. KSOM shall comply with any and all laws calling for the reasonable accommodation of employees with disabilities or other protected classifications calling for accommodation under any applicable law.

No Resident/Fellow shall face intimidation, coercion or retaliation for exercising their right to request an accommodation under this Article.

D. LEAVES ADDRESSED BY LAW AND ACGME REGULATIONS

KSOM shall comply with, by continuing to provide Residents/Fellows access to, any and all employment leaves of absence required by local, State or Federal law, including but not limited to applicable leaves of absence for bereavement, family and medical (e.g., pursuant to the Family and Medical Leave Act of 1993 ("FMLA") and the California Family Rights Act ("CFRA")), jury duty, military and pregnancy leaves. Additionally, KSOM shall comply with any and all applicable ACGME requirements regarding leaves of absence, including requirements regarding approved medical, parental and caregiver leave(s) of absence. Residents/Fellows requiring any leave of absence shall contact KSOM Human Resources to request such leave or obtain

information on the availability of such leaves. No Resident/Fellow shall face intimidation, coercion or retaliation for exercising their right to request or take a leave under this Article.

E. STATE AND FEDERAL WAGE AND HOUR LAWS

Except as augmented by this Agreement, KSOM shall comply with all applicable local, State and Federal wage and hour laws.

ARTICLE 9 – HEALTH AND SAFETY

A. General

1. No Resident/Fellow shall be retaliated against for identifying and/or expressing concern about any health or safety-related issue. Nothing in this Article is intended to eliminate KSOM's general obligations for the safety and health of its Residents/Fellows.
2. KSOM shall manage its operations in compliance with ACGME requirements and established health and safety policies and procedures.

B. Safe Work Environment

1. KSOM will provide a healthy and safe work environment for the Residents/Fellows and comply with ACGME requirements and all applicable local, state and federal health and safety laws and regulations.
2. Residents/Fellows will be integrated into KSOM's Infection Prevention programming, including by being provided with all related literature, seminars, protocols, training on new conditions and other educational tools; and
 - (a) KSOM shall work with the Residents/Fellows' rotation sites to have the rotation sites provide Residents/Fellows with appropriate personal protective equipment ("PPE"), e.g., masks, gloves, gowns, goggles and other equipment as needed.
3. In the event KSOM becomes aware of an emergency relating to biohazards, communicable disease outbreak or other health threat, KSOM shall notify Residents/Fellows and the Union without delay. Upon request by the Union, KSOM shall meet with the Union within seven (7) business days to assess the impact on Residents/Fellows and appropriate responses and/or corrective measures.
4. Residents/Fellows shall have access to equipment and training necessary to effectively carry out the duties of their positions. In the event a Resident/Fellow notifies KSOM of any issue or concern with the equipment, training or safe working conditions at any rotation site, KSOM shall make reasonable attempts to work with the rotation site to have the rotation site furnish and maintain, in safe working condition, the workplace and equipment required to carry out assigned duties.

C. Workplace Violence

1. KSOM and the Union acknowledge a shared interest in a safe work environment free from workplace violence.
2. KSOM shall maintain procedures to prevent workplace violence and to protect Residents/Fellows in accordance with applicable laws and regulations.
3. In the event of an attack on a Resident/Fellow by a patient or onsite visitor, KSOM will assist the Resident/Fellow in making arrangements for medical attention and counseling services.

ARTICLE 10 – PROGRAM CLOSURE

- A.** An incumbent Resident/Fellow shall not be prevented from completing their post-graduate training program because of KSOM’s decision to reduce the number of residents or fellows in the program for discretionary reasons. Notwithstanding KSOM’s commitment to ensure an incumbent Resident/Fellow is permitted to complete their program, nothing in this provision shall require KSOM to continue to be the sponsor of the program or employer of the Resident/Fellow.
- B.** In the event of a program termination, closure, merger or transfer, or reduction in size of a post-graduate training program, whether temporary or permanent, KSOM will, at a minimum, follow the ACGME guidelines. KSOM shall also:
1. Notify each Resident/Fellow affected and CIR/SEIU:
 - (a) immediately upon making a decision to discontinue any training program for any reason;
 - (b) immediately upon receipt from the ACGME or any other accrediting body of any notification regarding non-accreditation, probation or similar change in the professional status of any training program.
 2. Assist any Resident/Fellow in a program for which accreditation is limited or terminal who requests to find and secure another position in an accredited program. Such assistance will include, but shall not be limited to: honest and forthright letters of reference, residency position search assistance, release time for interviews, and cooperation with other programs in the creation of “graft-on” positions.
 3. For Residents/Fellows continuing in a program for which accreditation is lost, KSOM will maintain levels of training, continue to provide rotations required for certification and add appropriate ancillary and professional staff to address any losses in resident coverage.
 4. In the event of termination of a post-graduate training program, KSOM agrees to meet with the Union to discuss the effects of the program termination on incumbent Residents/Fellows including discussions regarding provision of reasonable

amounts of time off, with or without loss of pay, to facilitate transition to a new post-graduate training program, provided that any time off does not disqualify a Resident/Fellow from receiving credit.

5. If KSOM enters into discussions with another entity for the purpose of transferring the functions now being performed by any members of this representation unit, KSOM will:
 - (a) advise the entity of the existence and terms of this Agreement and
 - (b) advise the Union within fourteen (14) days of execution of a binding agreement of the nature, timing and impact of the agreement on members of this bargaining unit.

ARTICLE 11 – EMERGENCY STATUS

If the program should declare any special circumstance or emergency status with the purpose of temporary modification of education or specialty specific training for greater than two weeks, KSOM will immediately consult over the changes with up to four (4) representatives designated by the Union. Subsequent meetings shall occur as appropriate as mutually agreed upon by KSOM and the representatives for as long as the emergency status is maintained.

ARTICLE 12 – PATIENT CARE COMMITTEE

The Union may create, and KSOM will recognize, a Patient Care Committee of Residents/Fellows that will meet on non-working time, for the purpose of making recommendations to KSOM for the purchase of medical equipment, medical educational equipment, patient materials and educational supplies to be used for clinic duties. Upon receiving a recommendation from the Patient Care Committee, KSOM will make a good-faith evaluation of the recommendation and may, at its sole discretion, purchase and/or encourage the rotation site(s) to purchase the recommended equipment, material, and/or supplies.

Additionally, the Patient Care Committee may review, evaluate, and express concerns and/or recommendations to KSOM regarding issues and needs impacting Residents/Fellows including but not limited to issues related to diversity, equity and inclusion, quality care, patient safety, community engagement and Resident/Fellow health, safety and wellness. KSOM will make a good-faith evaluation of any recommendations provided by the Patient Care Committee.

ARTICLE 13 – LABOR MANAGEMENT MEETINGS

In the interest of fostering a cooperative approach to resolving problems, the Union and KSOM will form a labor-management committee made up of no fewer than (2) and up to three (3) representatives of each party, however, with at least one week notice of who plans to be in attendance (including name, title and department) the Union may invite any Residents/Fellows in the bargaining unit to attend any specific meeting. The Union and KSOM agree to hold meetings once every calendar quarter and such meetings shall generally be limited to one hour. These meetings will be held at a mutually acceptable time, date and place discuss issues related to working conditions, pending grievances, facilities and items related to this Agreement. The

meetings shall be conducted in good faith but nothing in this Article shall be deemed to impose any obligation on either party to take any action not otherwise specifically required by other terms of this Agreement nor shall anything be deemed to waive, modify, or limit the Employer's managements rights. Meeting times may occur outside of normal business hours. The Union shall contact KSOM Human Resources to initiate scheduling of the meetings. In advance of the scheduled meeting, the Union shall provide a proposed agenda.

ARTICLE 14 – JUST CAUSE DISCHARGE

KSOM may only discipline or discharge a Resident/Fellow for just cause guided by principles in any policy and/or guidelines related to discipline for Residents/Fellows. Any non-academic discipline or discharge may be subject to the grievance procedure in Article 15. If a Resident/Fellow is issued a non-academic discipline or discharge, the Resident/Fellow shall only have recourse to the grievance and arbitration procedures in Article 15 and not to any otherwise applicable internal appeal procedure related to non-academic discipline or discharge for Residents/Fellows.

ARTICLE 15 – GRIEVANCE AND ARBITRATION

A. GRIEVANCES DEFINED

The parties agree that the following process/procedures shall be the sole and exclusive forum for the adjudication of any and all claims (“grievances”), as defined below, related to this Agreement and/or employees’ employment or termination of employment. This includes, when and if ordered by the National Labor Relations Board, the deferral of and decision through binding arbitration of any alleged violation of the National Labor Relation Act.

For the purpose of this Agreement, a grievance is defined as any complaint or dispute arising out of the interpretation, application, performance and/or violation of a specific Article and Section of this Agreement and/or the terms and conditions of employment applicable to Residents/Fellows, including non-academic disciplinary actions up to and including termination. No grievance as defined above shall be considered under the grievance procedure unless it is presented as provided below. However, exceptions may be made by written agreement of the parties.

B. RIGHT TO FILE GRIEVANCE

A grievance may be filed by an individual Resident/Fellow, two or more specifically named Residents/Fellows, and/or the Union. If the Union files the grievance, the adversely affected Resident(s)/Fellow(s) shall be identified, however the Union may not maintain a grievance on behalf of a Resident(s)/Fellow(s) without the Resident(s)/Fellow(s)’ continued consent.

C. RESOLUTION & REPRESENTATION

Informal resolution may be agreed upon at any stage of the Grievance and Arbitration Procedures. Nothing in this Agreement shall prevent a Resident(s)/Fellow(s) employee from resolving any problem consistent with this Agreement with or without the presence of a Union representative. Residents/Fellows shall have the right to be represented by one Union representative during any meeting with KSOM called for under any and all Step(s) of the Grievance and Arbitration procedures.

D. GRIEVANCE PROCEDURE STEPS

A grievance as defined in Section A, shall be considered in accordance with the following grievance procedure except that no grievance shall be considered which has not been presented at and in accordance with Step Two of this Grievance Procedure within twenty-one (21) days after the occurrence of the facts or circumstances constituting the grievance arose or when the Union, the Resident/Fellow or the Employer first became aware, or reasonably should have become aware, of the circumstances giving rise to the grievance:

1. Step One: Informal Review. As soon as practicable, the Resident(s)/Fellow(s) and/or the Union may discuss the grievance with the Resident's immediate supervisor or program leadership to informally attempt a resolution of the matter before a formal written grievance is filed. If the grievance is not resolved through informal discussions with the immediate supervisor or program leadership, the Resident(s)/Fellow(s) and/or the Union may file a formal grievance as set forth below.
2. Step Two: Any Resident/Fellow covered by this Agreement and/or appropriate Union representative shall present a grievance to KSOM. To be timely and properly filed, a grievance alleging a violation of this Agreement must be presented in writing to KSOM Human Resources within twenty-one (21) days after the occurrence of the facts or circumstances constituting the grievance arose or when the Resident/Fellow knew or reasonably should have known of the facts or circumstances. The grievance document shall clearly indicate that the matter is a grievance and shall identify the Article(s) and Section(s) of the Agreement at issue. KSOM will hold a meeting within fourteen (14) days after receiving the grievance consisting of the Union representative and/or the affected Resident(s)/Fellow(s). KSOM shall give a written response to the Union within fourteen (14) days after the meeting was held. If a response is not issued within the established time limits or the grievance is not resolved, the grievance may be timely appealed to Step Three.
3. Step Three: If the grievance is not resolved at Step Two, the Union shall file the grievance for a request for a panel of arbitrators for binding arbitration with and pursuant to the rules of the Federal Mediation and Conciliation Service ("FMCS") within ten (10) days of the KSOM's decision or date on which the decision was otherwise due. The request for arbitration must be served in writing by the party requesting it simultaneously on the Federal Mediation and Conciliation Service and the other party within this time period as a condition for processing the grievance up to and including arbitration. For selection of an arbitrator, the party filing for binding arbitration shall request a panel of seven (7) arbitrators. Each of the arbitrators shall have a principal business address located within FMCS Metropolitan Area for KSOM. KSOM and the Union shall alternatively strike one name from the panel with the party filing for arbitration striking first. The last remaining arbitrator on the panel shall be the arbitrator for the grievance. Prior to striking the panel, if KSOM or the Union finds the panel to be unacceptable, another panel may be requested.

E. CONSOLIDATION

Grievances brought by or related to two or more bargaining unit employees, and multiple grievances by or related to the same employee, which concern the same incident, issue or course of conduct, may be consolidated for the purposes of this procedure upon mutual agreement of KSOM and the Union, provided that the time limits described in this Article shall not be shortened for any grievance because of the consolidation of that grievance with other grievances.

F. ARBITRABILITY DISPUTES

If the Employer raises an issue of procedural arbitrability prior to any merits hearing, a separate hearing shall be scheduled for a separate Arbitrator to consider that issue only, unless otherwise mutually agreed in writing. The hearing on arbitrability shall be conducted according to the FMCS' rules on expedited arbitration. If the Arbitrator determines that the grievance is not arbitrable, the grievance shall be denied and it shall not be processed any further, nor shall any cancellation fees be incurred by either party. If the Arbitrator determines that the grievance is arbitrable, a new Arbitrator shall be selected to consider the merits of the grievance. The selection of the merits Arbitrator may be selected and scheduled pending the results of the procedural arbitration provided that any scheduled merits arbitration may not take place for at least forty-five (45) days following the decision of the procedural arbitration.

G. ARBITRATION PROCEDURES AND STANDARDS

1. The Arbitrator shall not have the power to add to, subtract from, or modify any of the terms of this Agreement. The Arbitrator shall have the authority only to apply applicable law and decide disputes concerning only those specific claims identified and the interpretation or application of the specific Section(s) and Article(s) of the Agreement listed in the Step Two grievance document to the facts of the particular grievance presented to him or her and shall be without authority to decide matters specifically excluded or not included in this Agreement. The Arbitrator shall have no power to engage in interest arbitration.
2. Should the Union want Resident(s)/Fellow(s) to be witnesses at any arbitration hearing, the Union shall provide at least two weeks' notice to the Employer and should there be a conflict with the regular work time of a Resident/Fellow who is a grievant or witness, reasonable release time shall be granted. The Employer may stagger the release of Resident(s)/Fellow(s) so as to not interfere with operations.
3. The Arbitrator's decision and award shall be issued to the parties within thirty (30) days of the close of the arbitration hearing or submission of post-hearing briefs.
4. The award of the Arbitrator shall be final and binding upon the parties to the extent provided by law.
5. The cost of the arbitration, which shall include the fees and expenses of the Arbitrator, the costs of the court reporter and the costs of any meeting location shall be borne equally by the parties regardless of the Arbitrator's decision and award.

6. It is the desire of the parties to settle grievances at the lowest possible level. Therefore, all steps shall be required before a grievance can proceed to arbitration unless the parties agree otherwise in writing.
7. Failure of any party bringing a grievance to meet any deadline at any step of this grievance procedure shall constitute a waiver of the grievance and no further action may be taken on it. Failure of the party responding to a grievance to respond within the deadlines of any step in this grievance procedure shall automatically result in permitting the grievance party the right to process the grievance to the next step of the grievance procedure. Time is of the essence, but any time limits in this Article can be waived or extended by the written mutual agreement of the parties.
8. A waiver or extension of the time limitations by either the Employer or the Union in one or more instances shall not be considered by an arbitrator to be precedential in determining arbitrability when applications of time limitations are raised by either party in any subsequent instance.
9. For purposes of computing time under any of the provisions of this Article, “days” shall mean calendar days, including weekend days and holidays. Deadlines which fall on a weekend or contractually recognized holiday will be automatically extended to the next non-weekend day or holiday.

ARTICLE 16 – WORK DISRUPTION

A. COMMITMENT TO LABOR PEACE

The Employer and the Union acknowledge that KSOM differs in its operations from other non-healthcare non-educational industries because of the type of service it renders to the community and for humanitarian reasons. Therefore, during the term of this Agreement the parties agree to the conditions of this Article.

B. NO STRIKE/NO PICKET

During the term of this Agreement, the Union and the Residents/Fellows agree that the Union and/or the Residents/Fellows shall not call, threaten to call or participate in any strike, walkout, sickout, sympathy strike, slowdown, boycott, picket or other interruption of work of KSOM either at KSOM or at any rotation site of the Residents/Fellows. Nothing in this Article shall be construed to prohibit lawful leafletting or handbilling at KSOM.

C. NO LOCKOUT

The Employer, for its part, agrees that there shall be no lockout of Residents/Fellows during the term of this Agreement.

D. NO ENCOURAGEMENT OR CONDONATION

During the term of this Agreement, the Union, nor any Resident/Fellow, shall encourage or condone any activities that would be in violation of this Article.

ARTICLE 17 – WAGES

Residents/Fellows shall be paid in accordance with their corresponding Post Graduate Year (“PGY”) of training, commensurate with their completed years of training and appointment of their residency/fellowship position.

Effective the first full calendar month following ratification, all Residents/Fellows shall be placed on their applicable PGY salary below in accordance with the above and shall be paid on a monthly basis consistent with KSOM’s current practice. Subsequently, on the dates indicated below all Residents/Fellows shall be placed on their applicable PGY salary below in accordance with the above and shall be paid on a monthly basis consistent with KSOM’s current practice.

Chief Residents/Fellows shall receive a flat amount of \$325 per month.

PGY	Ratification	July 1, 2023	July 1, 2024
PGY-1	\$67,821.15	\$70,025.34	\$72,301.16
PGY-2	\$69,611.02	\$71,873.38	\$74,209.26
PGY-3	\$73,227.72	\$75,607.62	\$78,064.87
PGY-4	\$78,910.92	\$81,475.52	\$84,123.48
PGY-5	\$84,441.19	\$87,185.53	\$90,019.06
PGY-6	\$90,162.49	\$93,092.77	\$96,118.29
PGY-7	\$95,540.59	\$98,645.66	\$101,851.64

ARTICLE 18 – HOUSING ALLOWANCE

For the 2022-2023 Academic Year, provided this contract is ratified on or before June 15, 2023, KSOM shall pay eligible Residents/Fellows a one-time lump sum payment of \$10,000 for a housing stipend, payable within sixty (60) calendar days of ratification of this Agreement. To the extent this Agreement is ratified following any housing allowance already having been paid for this Academic Year, any such already paid amount will be credited and offset against this \$10,000 payment. This payment will be payable within sixty (60) calendar days of ratification of this Agreement provided ratification occurs on or before June 15, 2023.

For the 2023-2024 and 2024-2025 Academic Years, KSOM shall pay eligible Residents/Fellows a housing stipend of \$10,000, payable on a monthly basis in the amount of \$833.33, commencing July 1, 2023.

ARTICLE 19 – HEALTH INSURANCE, RETIREMENT AND OTHER BENEFITS

Health Insurance: Residents/Fellows shall be eligible to participate equally in the same health, dental and vision insurance plans as KSOM’s similarly situated non-bargaining unit employees and KSOM shall provide the same coverage, premiums, and deductibles for Residents/Fellows as it provides for KSOM’s non-bargaining unit employees.

Retirement: Residents/Fellows shall be eligible to participate equally in the same retirement plans and on the same basis for Residents/Fellows as KSOM’s similarly situated non-bargaining unit employees.

Parking: KSOM will make good faith efforts to maintain the same level of parking privileges for Residents/Fellows at the same or similar locations at or near rotation sites as currently in effect. In the event there is a modification of such parking privileges, KSOM will provide advance notice of and will meet with the Union to discuss the impact of the modification.

Professional Liability Insurance: Residents/Fellows shall be provided and covered by KSOM's professional liability insurance, including provision of legal defense and protection against awards from claims reported or filed while performing services under their KSOM program.

Other Benefits: Unless this Agreement provides for or addresses any other benefit, Residents/Fellows shall be eligible to participate equally in and enjoy KSOM fringe benefits programs and plans on the same basis as KSOM's non-bargaining unit exempt employees.

ARTICLE 20 – PAID TIME OFF

- A. Vacation: Residents/Fellows shall receive twenty (20) workdays' (four (4) weeks') paid time off each year for vacation. Vacation shall be scheduled and approved in advance, subject to and in accordance with the respective residency/fellowship program department vacation scheduling practice and the availability and needs of the program.
- B. Paid Sick Leave: Residents/Fellows shall accrue up to a maximum of twelve (12) paid sick leave days per program year which may be utilized in accordance with and as defined by their respective residency/fellowship program departments.
- C. Holidays: The parties understand KSOM has specific recognized holidays, however, because Residents/Fellows are employed and provide medical care in a twenty-four (24) hour, seven (7) day a week setting, it is understood that Residents/Fellows may have assigned clinical responsibilities on recognized holidays which they will be expected to meet, subject to their respective residency/fellowship program departments. In recognition that Residents/Fellows may have to work on recognized holidays, Residents/Fellows may use vacation to request to take a holiday off, subject to and in accordance with their respective residency/fellowship program department vacation scheduling practice. Nothing in this Section prohibits a residency/fellowship program department from maintaining, modifying or adopting any holiday scheduling. Additionally, Residents/Fellows shall be eligible to receive and participate in Winter Recess benefits on the same basis as KSOM's non-bargaining unit exempt clinical employees, however it is understood that Residents/Fellows may have assigned clinical responsibilities during any applicable Winter Recess period which they will be expected to meet, subject to their respective residency/fellowship program departments.
- D. Personal Leave: Residents/Fellows may, subject to approval of their respective residency/fellowship program department leadership, take an unpaid personal leave of absence, which is not to exceed ninety (90) days. Requests for this unpaid personal leave must be submitted in writing to the Resident's/Fellow's program department leadership at least thirty (30) days in advance of the time requested, and approval shall be subject to residency/fellowship program requirements, patient care needs, and/or operational necessity. It is understood that dependent on the length of a leave, it could impact a

Resident/Fellow's progression and/or program satisfaction requirements. A Resident/Fellow requesting unpaid personal leave shall be required to use any and all accrued and unused paid time off before going on an unpaid personal leave. Should a Resident/Fellow have questions regarding coordination of unpaid personal leave with any other local, State or Federal protected leaves of absence, the Resident/Fellow shall contact KSOM Human Resources.

- E. Bereavement Leave: Residents/Fellows may take up to five (5) days of paid bereavement leave for the death of a lawful spouse, domestic partner, significant other, child, parent, sibling, step sibling, stepparent, grandparent, grandchild, niece or nephew, child-in-law, parent-in-law, first-cousin, aunt or uncle. Paid bereavement leave days need not be consecutive but must be taken within three (3) months of the date of death of the family member. If additional time is needed, Residents/Fellows may use any and all accrued and unused paid time off or paid sick leave, and/or take Personal Leave without pay subject to approval of their residency/fellowship program department leadership.
- F. ACGME Institutional Requirement for Medical, Parental and Caregiver Leave: KSOM shall, in accordance with ACGME Institutional Requirements, provide Residents/Fellows with at least a total of six (6) weeks of approved medical, parental, and caregiver leave(s) for qualifying reasons consistent with applicable local, State or Federal law at least once and at any time during an ACGME-accredited program, beginning on the first day a Resident/Fellow is required to report to their residency/fellowship program. A Resident/Fellow need not meet the length of service and/or hours of service eligibility requirements under the Family Medical Leave Act ("FMLA") or California Family Rights Act ("CFRA") in order to use the leave described in this Section. However, if a Resident/Fellow is also eligible for leave under the FMLA or CFRA, up to six (6) weeks of leave under this Section shall run concurrently with available leaves under those laws. Residents/Fellows may take this leave in increments as short as one week. For these six (6) weeks of approved medical, parental, and caregiver leave(s) the Residents/Fellows shall be maintained at the equivalent of one hundred (100%) percent of the Resident's/Fellow's salary. Salary maintenance shall be accomplished in coordination with any state or supplemental insurance coverage and payments or similar payments. KSOM shall also ensure the continuation of health and disability insurance benefits for Residents/Fellows and their eligible dependents during an approved medical, parental or caregiver leave(s). For clarity, this leave shall not require the use of any and all accrued and unused paid time off, vacation and/or paid sick leave. However, salary maintenance shall include any State or supplemental disability payments and/or California Paid Family Leave payment(s) to be utilized first with any additional amounts necessary being supplemented and paid by KSOM.

ARTICLE 21 – MEALS

KSOM will comply with its ACGME requirements related to Residents/Fellows access to meals while on duty. In this regard, KSOM shall, to the best of its ability, encourage all rotation sites to provide a \$30 per day meal stipend, in accordance with the rotation sites' respective policies and procedures. If a Resident/Fellow experiences any issue that they cannot resolve with the rotation

site regarding access to meals, they shall report it to their program director and KSOM and KSOM shall endeavor to address the issue with the program director and rotation site.

ARTICLE 22 – EDUCATIONAL & PROFESSIONAL DEVELOPMENT BENEFITS

A. EDUCATIONAL AND PROFESSIONAL DEVELOPMENT STIPEND

For each academic year, each Resident/Fellow shall be eligible to be reimbursed for up to \$1,400 for attendance at educational and professional development seminars/programs, and/or for materials directly related to their program, educational and/or professional development, including the below:

- Electronic Devices – Laptop, Cellular Phone, Tablet, iPad: Reimbursement up to seventy-five percent (75%) of the cost of one (1) device per year, up to \$1,400. Electronic Devices cannot be purchased within six (6) months of completion of a Resident's/Fellow's program.
- Home Office Equipment – Printer and/or Copier (up to \$50), Chair (up to \$75), Table/Desk (up to \$75). Home Office Equipment cannot be purchased within six (6) months of completion of a Resident's/Fellow's program.
- Desktop Computer – up to \$200 for one computer only; no reimbursement for desktop computer if a Resident/Fellow has already purchased and been reimbursed for an Electronic Device. Desktop Computers cannot be purchased within six (6) months of completion of a Resident's/Fellow's program.
- Monthly Cellular Phone Plan – up to \$53 per month.
- Textbooks
- Medical Equipment – Scrubs, Stethoscopes and/or other related medical equipment.
- Dues and Journals for Medical Specialty Societies
- Fellowship Application Fees

All reimbursements must adhere to their program department's requirements/restrictions including, but not limited to, appropriate program department materials, and/or documentation. In order to be eligible for reimbursement of any educational or professional development seminars/programs, a Resident/Fellow must obtain advance approval from their program leadership.

B. EDUCATIONAL RESOURCES

Residents/Fellows shall continue to have access to the Norris Medical Library and UpToDate (or whichever evidence-based clinical decision support resource supported by the Norris Medical Library). Should a Resident/Fellow believe a specific resource is needed and not readily accessible, the Resident/Fellow shall request the resource from their program department leadership, upon which the program department shall evaluate and, at its sole discretion, determine whether the requested resource is necessary and/or should be provided.

ARTICLE 23 – LICENSE REIMBURSEMENT & REQUIRED CERTIFICATIONS

- A. Licenses: KSOM will reimburse Residents/Fellows for the cost of their California Physician's and Surgeon's License as well as their Drug Enforcement Administration (DEA) License (including renewal). This reimbursement shall include expenses incurred by a Resident/Fellow up to one hundred and eighty (180) calendar days prior to their first day of employment at KSOM where it is required to begin their program and is not reimbursed by their previous program.
- B. USMLE Step III: KSOM will reimburse Residents/Fellows for the cost of taking the USMLE Step III and/or the COMLEX Level 3 exam(s). This reimbursement shall include expenses incurred by a Resident/Fellow up to one hundred and eighty (180) calendar days prior to their first day of employment at KSOM where it is required to begin their program and is not reimbursed by their previous program.
- C. Required Certifications: If, as a prerequisite and/or condition of employment, a Resident/Fellow is required by KSOM, their program and/or rotation site, to maintain mandatory certifications, licenses or credentials beyond those that are legally required for their position KSOM shall provide certification (or re-certification) courses for such certifications at no cost to the Resident/Fellow. Residents/Fellows may not take certification (or re-certification) courses outside of the KSOM-provided courses absent specific approval from their program director.

ARTICLE 24 – UNIFORMS

KSOM agrees to provide four (4) long white coats and (6) scrubs to all Residents/Fellows upon hire into and commencing a KSOM training program. It is further agreed that in the event that the rotation sites where a Resident/Fellow is assigned does not offer a laundry service to the Resident/Fellow, upon notice and request from the Resident/Fellow or the Union, KSOM will establish a system for the Resident/Fellow's white coats and scrubs to be laundered at no cost to the Resident/Fellow. KSOM reserves the right to establish policies and procedures on the wearing of scrubs while providing patient care.

ARTICLE 25 – MANAGEMENT RIGHTS

Subject to the laws and regulations governing the healthcare industry and graduate medical education programs, KSOM retains, solely and exclusively, all the rights, powers, discretion and authority exercised or possessed by it prior to the execution of this Agreement, whether exercised or not, except as expressly limited, delegated, addressed or deleted by a specific provision of this Agreement. Specifically, both during and following the term of this Agreement, unless specifically addressed and controlled by another provision(s) of this Agreement, the Employer maintains the right to manage and operate its business, operations and programs subject to the limitations under the National Labor Relations Act. The exercise of this right shall not be a breach of this Agreement and shall not be subject to negotiations (meeting and conferring) between the Employer and the Union.

The list below, which is not exhaustive, contains examples of the Employer's broad management rights to determine, create, adopt and/or implement and to change, discontinue, alter, or modify in

whole or in part, temporarily or permanently. Without limiting the generality of the foregoing, the rights, powers and authority retained solely and exclusively by the Employer include, but are not limited to, the following:

- a. to manage, direct and maintain the efficiency of its business and personnel, including the ability to design, modify, expand, restrict, suspend or eliminate, in whole or in part, its graduate medical education programs;
- b. to manage and control its departments, buildings, facilities, equipment and operations;
- c. to direct the work force;
- d. to increase or decrease the work force;
- e. to determine staffing patterns and levels and the number and type of employees needed;
- f. to lay off employees;
- g. to hire, transfer and promote employees, including the right to establish the standards and qualifications for hiring and advancement through the graduate medical education program(s);
- h. to maintain the discipline and efficiency of its employees;
- i. to determine job content, description and qualifications and to establish work standards, including productivity standards, and schedules of shifts and operations;
- j. to assign work and decide which employees are qualified to perform such work;
- k. to determine working hours, shift times, lengths, assignments, and days off;
- l. to adopt rules of attendance, performance, conduct, appearance (including uniform and dress code requirements) and safety, and penalties for violations thereof;
- m. to determine the type and scope of work to be performed and for the services to be provided to patients;
- n. to determine whether work will be assigned to bargaining unit employees or other individuals;
- o. to determine the methods, processes, means and places of providing service to patients;
- p. to determine the quality of patient services;
- q. to acquire and dispose of equipment and facilities;
- r. to determine the places where work will be performed, including where Residents/Fellows will provide services, the length of rotations and locations to add, remove or modify rotations;
- s. to effect technological changes in its equipment and operations, including automation, monitoring and infographics;
- t. to promulgate mandatory agreements for the resolution of non-contractual disputes through arbitration on an individual (non-class) basis;
- u. to establish and require employee adherence to training and quality assurance programs and standards; and
- v. to sell, close, suspend or dispose of all or part of KSOM's operations or any graduation medical education program.

Any dispute arising regarding the exercise of any of the rights of the Employer enumerated, incorporated or otherwise covered by this Article is not subject to the grievance and arbitration provision of this Agreement. The foregoing shall not preclude a Union grievance or arbitration

contesting whether the Employer's actions or inactions are within the reserved rights of this Article.

ARTICLE 26 – CONSTRUCTION OF AGREEMENT

A. COMPLETE AGREEMENT AND WAIVER

This Agreement constitutes the entire agreement between the Employer and the Union, and no additions, waivers, deletions, changes or amendments shall be effective during the term of this Agreement with respect to any and all matters, unless evidenced in writing, dated and signed by the parties hereto. Any other prior or existing understanding or agreement by the parties, directly related to the specific provisions of this Agreement, is hereby superseded.

This Agreement represents the final result of full negotiations (meeting and conferring) between the Employer and the Union. Both parties agree and acknowledge they had the opportunity during negotiations to make proposals with respect to any subject matter not prohibited by law from bargaining. In agreeing to this Agreement, neither the Employer nor the Union is relying upon any promise, representation, practice, or other inducement that is not expressed in this Agreement.

Except as provided in this Agreement, or upon mutual consent of the parties to seek written amendment thereto, it is agreed and understood, for the life of this Agreement, that each party to this Agreement voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Agreement or which could have been raised in negotiations.

B. SEVERABILITY

In the event that any part of this Agreement is held to be contrary to law, invalid, void or unenforceable by a court of competent jurisdiction, all of the remaining conditions and provisions of this Agreement will remain in full force and effect during the term of this Agreement. In the event that any provision of this Agreement is declared invalid, void or unenforceable, the parties agree to meet within thirty (30) days upon request of either party in an attempt to reach an agreement on a substitute provision for the limited purpose of amending the provision found to be unenforceable.

C. PRACTICES INCONSISTENT WITH THIS AGREEMENT

No provision of this Agreement shall be modified or construed by any practice that is inconsistent with such provision, and failure by either the Employer or the Union to comply with any provision, or to require the other to comply with any provision, shall not affect the rights of either to thereafter comply or require the other to comply.

ARTICLE 27 – DURATION

This Agreement shall become effective upon ratification and shall continue until April 30, 2025 at 11:59 p.m. ("Expiration Date"). This Agreement shall automatically be renewed from year-to-year following expiration of this term, unless either KSOM or the Union gives notice to the other of its intent to modify or terminate this Agreement, at least 90 days but not more than 180 days,

immediately prior to the Expiration Date of this Agreement, or, if automatically renewed, prior to the next anniversary Expiration Date.

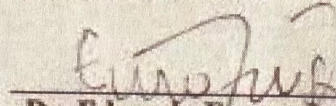
FOR THE EMPLOYER



Dr. Carolyn C. Meltzer
Dean
Keck School of Medicine

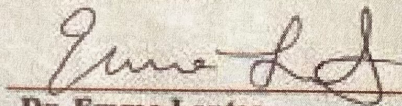
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Date

FOR THE UNION



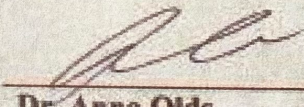
Dr. Eduardo Fernandez
CIR-SEIU Bargaining
Team Member

2/1/24
Date



Dr. Emma Lantos
CIR-SEIU Bargaining
Team Member

2/1/24
Date



Dr. Anna Olds
CIR-SEIU Bargaining
Team Member

2/1/24
Date



Morgan Currier
CIR-SEIU
Regional Director

2/1/24
Date