Memorandum of Agreement

Between

County of Santa Clara

and

Committee of Interns & Residents
Service Employees International Union

November 9, 2015 – June 14, 2020
# Table of Contents

PREAMBLE ........................................................................................................... 4

ARTICLE 1 - RECOGNITION ............................................................................. 4

ARTICLE 2 - NO DISCRIMINATION ................................................................... 4

   Section 2.1 – Employment ............................................................................. 4
   Section 2.2 – Union Affiliation ..................................................................... 4

ARTICLE 3 - UNION SECURITY .......................................................................... 5

   Section 3.1 – Dues Deductions .................................................................... 5
   Section 3.2 - Bulletin Board ......................................................................... 6

ARTICLE 4 - OFFICIAL REPRESENTATIVES ................................................... 6

   Section 4.1 – Attendance at Meetings ......................................................... 6
   Section 4.2 – Negotiating Committee ......................................................... 6

ARTICLE 5 - PAY PRACTICES .......................................................................... 7

   Section 5.1 – Salaries .................................................................................. 7
   Section 5.2 Automatic Check Deposit ......................................................... 9

ARTICLE 6 - PERSONNEL/EVALUATION FILES ........................................ 9

ARTICLE 7 - DOMESTIC PARTNERS .............................................................. 9

   Section 7.1 – Registered Domestic Partners ............................................ 9
   Section 7.2 – Tax Liability .......................................................................... 9

ARTICLE 8 - BENEFIT PROGRAMS ................................................................. 9

   Section 8.1 – Workers’ Compensation ....................................................... 9
   Section 8.2 – Insurance Premiums ............................................................... 10
   Section 8.3 – Disability Insurance ............................................................... 12

ARTICLE 9 - HOLIDAYS .................................................................................. 12

   Section 9.1 – Legal Holidays ..................................................................... 12

ARTICLE 10 - LEAVES .................................................................................. 13

   Section 10.1 - Vacation Accrual and Use ................................................. 13
   Section 10.2 – Vacation Payoff ................................................................. 13
   Section 10.3 – Sick Leave .......................................................................... 13
   Section 10.4 – Sick Leave Used for Care of Immediate Family ................ 13
   Section 10.5 – Family and Medical Leave ............................................... 14
   Section 10.6 – Bereavement Leave .............................................................. 14
   Section 10.7 – Leaves to Perform Jury Duty or to Respond to a Subpoena .. 14
   Section 10.8 – Educational Leave ............................................................... 15
   Section 10.9 – Educational Allowances .................................................... 15
   Section 10.10 – State Mandated Medical Licenses & Fluoroscopy/Radiography Permits ................................................................. 16
<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>LETTERS OF APPOINTMENT</td>
<td>17</td>
</tr>
<tr>
<td>Section 11.1</td>
<td></td>
<td>17</td>
</tr>
<tr>
<td>Section 11.2</td>
<td></td>
<td>17</td>
</tr>
<tr>
<td>Section 11.3</td>
<td></td>
<td>17</td>
</tr>
<tr>
<td>12</td>
<td>WORKING CONDITIONS</td>
<td>17</td>
</tr>
<tr>
<td>Section 12.1</td>
<td>Call Limits by Department</td>
<td>17</td>
</tr>
<tr>
<td>Section 12.2</td>
<td>Changes to Call Limits</td>
<td>18</td>
</tr>
<tr>
<td>Section 12.3</td>
<td>Emergencies</td>
<td>18</td>
</tr>
<tr>
<td>Section 12.4</td>
<td>Call Rooms</td>
<td>18</td>
</tr>
<tr>
<td>Section 12.5</td>
<td>Walk through of work areas and Information Technology</td>
<td>18</td>
</tr>
<tr>
<td>Section 12.6</td>
<td>Workrooms and Lounges</td>
<td>18</td>
</tr>
<tr>
<td>Section 12.7</td>
<td>Technological Equipment Committee</td>
<td>19</td>
</tr>
<tr>
<td>Section 12.8</td>
<td>Uniforms</td>
<td>19</td>
</tr>
<tr>
<td>13</td>
<td>DEFERRED COMPENSATION PLAN</td>
<td>19</td>
</tr>
<tr>
<td>Section 13.1</td>
<td>Plan Establishment</td>
<td>19</td>
</tr>
<tr>
<td>Section 13.2</td>
<td>Compliance with Law</td>
<td>19</td>
</tr>
<tr>
<td>Section 13.3</td>
<td>Amounts of Contribution</td>
<td>19</td>
</tr>
<tr>
<td>14</td>
<td>MILEAGE AND PARKING PAYMENT</td>
<td>20</td>
</tr>
<tr>
<td>15</td>
<td>MEALS</td>
<td>21</td>
</tr>
<tr>
<td>Section 15.1</td>
<td></td>
<td>21</td>
</tr>
<tr>
<td>Section 15.2</td>
<td></td>
<td>23</td>
</tr>
<tr>
<td>Section 15.3</td>
<td></td>
<td>23</td>
</tr>
<tr>
<td>Section 15.4</td>
<td></td>
<td>23</td>
</tr>
<tr>
<td>16</td>
<td>RELOCATION REIMBURSEMENT</td>
<td>23</td>
</tr>
<tr>
<td>17</td>
<td>GRIEVANCE PROCEDURE</td>
<td>244</td>
</tr>
<tr>
<td>Section 17.1</td>
<td>Grievance Defined</td>
<td>244</td>
</tr>
<tr>
<td>Section 17.2</td>
<td>Time Limits</td>
<td>244</td>
</tr>
<tr>
<td>Section 17.3</td>
<td>Informal Grievance</td>
<td>244</td>
</tr>
<tr>
<td>Section 17.4</td>
<td>Formal Grievance</td>
<td>244</td>
</tr>
<tr>
<td>18</td>
<td>FULL AGREEMENT</td>
<td>25</td>
</tr>
<tr>
<td>19</td>
<td>SAVINGS CLAUSE</td>
<td>25</td>
</tr>
<tr>
<td>20</td>
<td>TERM OF THE AGREEMENT</td>
<td>26</td>
</tr>
</tbody>
</table>
PREAMBLE

The County of Santa Clara (hereinafter referred to as County) and the Committee of Interns and Residents, SEIU (hereinafter referred to as the Union) have met and conferred in good faith regarding wages, hours and other terms and conditions of employment of employees in the house staff representation unit, have exchanged freely information, opinions and proposals in an endeavor to reach agreement in all matters relating to the employment conditions and employer-employee relations of such employees.

ARTICLE 1 - RECOGNITION

The County recognizes the Union as the exclusive bargaining representative for the following unclassified coded classifications:

- P34 Post Graduate Year V
- P35 Post Graduate Year IV
- P36 Post Graduate Year III
- P37 Post Graduate Year II
- P39 Post Graduate Year I

For the purpose of this Memorandum, an employee shall be defined as a person employed in a coded unclassified position in the bargaining unit covered by this Memorandum.

Employees are expected to provide professional medical care to patients and to receive graduate medical education encompassing hands on experience, proctoring, guidance and supervision.

ARTICLE 2 - NO DISCRIMINATION

Section 2.1 – Employment

Neither the County nor the Union shall discriminate (except as allowed by law) against employees because of race, age, sex, color, disability, creed, national origin, religion, Union activity, affiliations, political opinions, or sexual orientation.

Section 2.2 – Union Affiliation

Neither, the County, nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any employee in his/her free choice to participate or join or refuse to participate or join the Union.
ARTICLE 3 - UNION SECURITY

Section 3.1 – Dues Deductions

a) Maintenance
Employees covered by this Agreement who have authorized Union dues deductions as of the effective date of this Agreement shall continue to have such deductions made by the County during the term of this Agreement, except that such employees may terminate such dues pursuant to paragraph (d) of this Section.

b) Condition of Employment
Each person employed during the term of this Agreement shall at the time of employment and as a condition of employment execute an authorization for the payroll deduction of (1) Union dues, or (2) Service fee, or (3) Charity fee equal to the service fee to one of the negotiated funds that is exempt from taxation under section 501 (c)(3) of the Internal Revenue Code.

c) Charity Fee Deduction
To qualify for deduction of the charity fee, the employee must certify to the Union and the County that he/she 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. Such exempt unit member will be required to submit to the Union and the County a notarized letter signed by an official of the bona fide religion, body or sect certifying that person’s membership. The deduction shall not be forwarded to the charity until the Union has approved of the exemption. The Union will receive from the County quarterly proof of payment of an amount equivalent to such service fee to one of the negotiated funds or organizations agreed to for alternate payment.

d) Revocation
An employee may terminate authorization for Union dues or service fee or charity fee deduction by giving notice thereof to the County Controller by individual letter (1) During the last fourteen (14) calendar days in the month of February prior to the expiration of the contract, or (2) During the second full pay period of employment following the date of first employment. The County shall promptly forward a copy of the letter of revocation to the Union.

An employee who revokes deductions during the month of February prior to the expiration of the contract shall have the deduction removed following receipt of the notification by the County.

An employee who revokes deduction during the second full pay period following the date of first employment shall have the deduction removed following the receipt of the notification by the County.
e) **No Fault**
   The Union agrees to indemnify, defend and hold the County harmless from any and all claims, demands, suits, or any other action arising from the provisions of this Section or from complying with any demand for termination or revocation hereunder.

f) **Leaves of Absence**
   Upon return from leaves of absence, the County shall reinstate the payroll deduction of Union dues for those employees who were on dues check-off immediately prior to taking leave, provided the employee has not authorized cancellation of dues check-off in accordance with the prescribed provisions.

g) **Financial Documentation**
   The Union shall within sixty (60) days after the end of each fiscal year provide the County with required financial documentation, which shall meet the requirements of Government Code Section 3502.5.

Section 3.2 – Bulletin Board

The County will provide CIR/SEIU with reasonable space on one (1) designated bulletin board in the Santa Clara Valley Medical Center (VMC) for communication purposes.

**ARTICLE 4 - OFFICIAL REPRESENTATIVES**

Section 4.1 – Attendance at Meetings

County employees who are official representatives of the Union shall be given reasonable time off with pay to meet and confer or consult with management representatives or to be present at public hearings where matters within the scope of representation are being considered. The use of official time for this privilege shall be reasonable and shall not interfere with the performance of the County's services as determined by the County. Such employee representatives shall submit request for release time to the Office of the Medical Director at least two (2) working days prior to the scheduled meeting. Except by written agreement with the Office of the Medical Director, the number of employees excused for such purposes shall not exceed two (2) at any one time. If an employee's request for excused absence is not approved, such disapproval shall be subject to appeal to the County Executive whose decision shall be final.

Section 4.2 – Negotiating Committee

The Union negotiating team will be comprised of eligible bargaining unit members not to exceed 9 (nine). Each bargaining team member will be allowed an alternate due to the nature of housestaff schedules. Not more than three (3) management negotiators shall participate in negotiations on behalf of the County.
ARTICLE 5 - PAY PRACTICES

Section 5.1 – Salaries

Effective the first pay period following the second (2nd) reading by the Board of Supervisors of the Salary Ordinance for employees represented in this bargaining unit, the employees will receive a general wage increase of approximately three point two five percent (3.25%).

In recognition that CIR represented employees who received a lump sum payment on December 27, 2013 were overpaid $600.00 and that this amount is to be repaid by each employee who received the overpayment, those CIR represented employees who received a lump sum payment on December 27, 2013, including the $600.00 overpayment, shall repay the $600.00 by having $46.15 deducted from their bi-weekly paychecks over 13 pay periods (beginning on pay period 16/1 through 16/13).

Effective the first pay period following the second (2nd) reading by the Board of Supervisors of the Salary Ordinance for employees represented in this bargaining unit, the following classifications shall receive approximate realignments as listed below:

<table>
<thead>
<tr>
<th>Job Code</th>
<th>Job Title</th>
<th>Percent Increase</th>
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<tbody>
<tr>
<td>P34</td>
<td>Post Graduate Year V</td>
<td>2.0%</td>
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<tr>
<td>P35</td>
<td>Post Graduate Year IV</td>
<td>2.0%</td>
</tr>
<tr>
<td>P36</td>
<td>Post Graduate Year III</td>
<td>2.0%</td>
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<td>P37</td>
<td>Post Graduate Year II</td>
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<table>
<thead>
<tr>
<th>Job Code</th>
<th>Job Title</th>
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<tbody>
<tr>
<td>P34</td>
<td>Post Graduate Year V</td>
<td>2918.40</td>
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<tr>
<td>P35</td>
<td>Post Graduate Year IV</td>
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<td>P36</td>
<td>Post Graduate Year III</td>
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<td>P37</td>
<td>Post Graduate Year II</td>
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<td>P39</td>
<td>Post Graduate Year I</td>
<td>2133.04</td>
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Effective Pay Period 16/14, June 20, 2016, the employees represented in this bargaining unit will receive a general wage increase of approximately three percent (3.0%).

<table>
<thead>
<tr>
<th>Job Code</th>
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<tbody>
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Effective Pay Period 17/14, June 19, 2017, the employees represented in this bargaining unit will receive a general wage increase of approximately three percent (3.0%).

<table>
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<th>bi-weekly salary effective 6/19/17</th>
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<tbody>
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<td>P39</td>
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<td>2262.80</td>
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Effective Pay Period 18/14, June 18, 2018, the employees represented in this bargaining unit will receive a general wage increase of approximately three percent (3.0%).

<table>
<thead>
<tr>
<th>Job Code</th>
<th>Job Title</th>
<th>bi-weekly salary effective 6/18/18</th>
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<tbody>
<tr>
<td>P34</td>
<td>Post Graduate Year V</td>
<td>3188.96</td>
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<td>P39</td>
<td>Post Graduate Year I</td>
<td>2330.64</td>
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Effective Pay Period 19/14, June 17, 2019, the employees represented in this bargaining unit will receive a general wage increase of approximately three percent (3.0%).

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<th>Job Code</th>
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<td>Post Graduate Year II</td>
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<td>P39</td>
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The parties agree that the rates of pay established by this Memorandum are commensurate with those prevailing throughout the County for comparable work as required by the Charter for the County of Santa Clara.
Section 5.2 – Automatic Check Deposit

All employees shall be paid by automatic check deposit. Within the first pay period of employment the employee shall provide financial information necessary to implement automatic check deposit.

ARTICLE 6 - PERSONNEL/EVALUATION FILES

Employees shall have the right to review their personnel file or to authorize review by their representative during regular office hours. Employees shall have the right to review evaluation files maintained by each department.

No material shall be inserted in the employee's file without prior notice to the employee. Employees may place in their personnel files and departmental evaluation files, responses to adverse material inserted in those files.

ARTICLE 7 - DOMESTIC PARTNERS

Section 7.1 – Registered Domestic Partners

County employees who have filed a Declaration of Registered Domestic Partnership in accordance with the provisions of Family Code 297-297.5 shall have the same rights, and shall be subject to the same responsibilities, obligations as are granted to or imposed on spouses. The term “spouse” in this Memorandum shall apply to Registered Domestic Partners.

Section 7.2 – Tax Liability

Employees are solely responsibility for paying any tax liability resulting from benefits provided as a result of their domestic partnership.

ARTICLE 8 - BENEFIT PROGRAMS

Section 8.1 – Workers' Compensation

a) Eligibility
   Each employee shall be entitled to industrial injury leave when he/she is unable to perform services because of any injury as defined in the Workers' Compensation Act.

b) Compensation
   An employee who is disabled as a result of industrial injury shall be placed on leave, using as much of his/her sick leave and vacation time as when added to any disability indemnity payable under the Workers' Compensation Act will result
in a payment to him/her of not more than his/her full salary. The first three (3) days shall be charged to the employee's sick leave. If the temporary disability period exceeds fourteen (14) calendar days, temporary disability will be paid for the first three (3) days.

Section 8.2 – Insurance Premiums

a) 1. Medical Insurance

The County agrees to fully pay medical coverage for employee and dependents on the lowest cost medical plan. Up to the same maximum contribution will be made to the other plans.

The County agrees to fully pay medical coverage for employees and their dependents based on the lowest cost medical plan by tier. The County will contribute the same amount, by tier, toward the premiums for any other plans.

Effective June 6, 2016 (pay period 16/13), the employee share of premiums shall increase by 10% of the increase in premiums, and the County will continue to fully pay medical coverage for employees and their dependents based on the lowest cost medical plan by tier. In each year thereafter, employees will continue to pay ten percent (10%) of future premium increases for plans outside of the lowest cost plan by tier.

Effective with coverage on or about December 26, 2011, the non-VHP HMO plan will be changed to $10 co-payment for office visits, $35 co-payment for emergency room visits, $5-$10 co-payment for prescriptions (30-day supply) and $10-$20 co-payment for prescriptions (100-day supply), and $100 co-payment for hospital admission.

Effective with coverage on or about December 26, 2011, the Point of Service (POS) plan will be changed to $15/$20/30% co-payment for office visits, $50/$75/30% co-payment for emergency room visits, and $5/$15/$30 (generic/brand/formulary) co-payment for prescription (30-day supply) and $10/$30/$60 co-payment for prescription (90-day supply).

The County shall pay the employee premium while on industrial injury leave of absence up to thirteen (13) pay periods.

Information on the cost of each plan will continue to be provided to employees through the normal channels after initial hire and when plan costs change.

2. Dual Coverage

Married couples and Registered Domestic Partners as defined in Article 7 who are both County employees shall be eligible for coverage under one medical plan only, with the County paying the full premium for dependent coverage. County employee couples are not eligible to participate in the Health Plan Bonus Waiver Program.
3. **Registered Domestic Partners**
   Registered domestic partners of employees are eligible for medical coverage pursuant to Article 7.

4. **High Deductible Health Plan (HDHP)**
   The parties agree to investigate the feasibility of adding by mutual agreement a High Deductible Health Plan (HDHP) with or without Health Savings Account (HSA) or Health Reimbursement Account (HRA) as an option to current health plans.

5. **VHP Plan**
   Upon request, the parties agree to meet to discuss the possibility of modifying VHP into two separate plan designs.

6. Medical insurance benefits, as described in this section shall not be modified except by mutual agreement through June 30, 2017.

   After June 30, 2017, employees in the bargaining unit who are entitled to health insurance coverage as described in Section 8.2 shall be offered the health plans and benefit levels that are no less than those received by the majority of County employees in coded positions. Upon request of the Union, the County shall meet over the impact of changes in carriers, plans, plan designs, and/or medical flexible spending accounts that may occur to address, negate, or mitigate the imposition on the County of the federal excise tax in the Affordable Care Act.

   b) **Dental Insurance**
   The County will continue to provide an alternative dental plan, Liberty Dental Plan. The County will contribute up to the same dollar amount to this alternative dental plan premium as is paid to the Delta Dental Plan.

   - Basic and Prosthodontics: 75-25 - no deductible. $2000 maximum per patient per calendar year.

   The County will pick up inflationary costs for the term of the agreement.

   The County will continue to provide an alternative dental plan, Pacific Union Dental. The County will contribute up to the same dollar amount to this alternative dental plan premium as is paid to the Delta Dental Plan.

   c) **Life Insurance**
   The County agrees to continue the existing base group Life Insurance Plan of twenty-five thousand dollars ($25,000) per employee for the term of the Agreement.
d) **Vision Care Plan**
The County agrees to provide a Vision Care Plan for all employees and dependents. The Plan will be the Vision Service Plan - Plan A with benefits at 12/12/24 month intervals with twenty dollar ($20.00) deductible for examination and twenty dollar ($20.00) deductible for materials. The County will fully pay the monthly premium for employee and dependents.

e) **County-Wide Benefits**
The parties agree that, during the term of this Agreement, County-wide changes in benefits, (i.e. medical, dental, vision, life insurance and holidays) shall be applied to employees in this unit.

**Section 8.3 – Disability Insurance**

The County and the Union agree to implement a mandatory employee paid short and long term disability insurance program for all unit employees administered by CIR/SEIU. All bargaining unit employees will have deducted from each paycheck and payments will be sent to the CIR/SEIU Union Benefits Plan office. Deduction will not exceed ten ($10.00) dollars per pay period. All bargaining unit members will participate.

**ARTICLE 9 - HOLIDAYS**

**Section 9.1 – Legal Holidays**

The following are observed as legal holidays:

a) January 1st
b) Third Monday in January (Martin Luther King, Jr. Birthday)
c) Third Monday in February
d) March 31st (Cesar Chavez Birthday)
e) Last Monday in May
f) July 4th
g) First Monday in September
h) Second Monday in October
i) Veteran's Day to be observed on the date State of California employees observe the holiday
j) Fourth Thursday in November (Thanksgiving Day)
k) The Friday following Thanksgiving Day (Day after Thanksgiving)

l) December 25th

m) Other such holidays as may be designated by the Board of Supervisors
All previous informal holiday time off practices are eliminated and unauthorized.

PGY I residents, and all levels of Radiology Department residents who work on a holiday may choose to receive an additional day's pay or receive eight (8) hours of vacation add back. In order to be credited with either pay or vacation, PGY I residents must report to the House Staff Office, and Radiology residents must report to their respective Departments as soon as possible after the holiday worked.

PGY II residents and above (except Radiology) will receive an additional day's pay for a holiday worked and must report to the House Staff Office as soon as possible after the holiday worked.

ARTICLE 10 - LEAVES

Section 10.1 - Vacation Accrual and Use

Each employee shall be entitled to an annual paid vacation of three weeks per year. The full amount of vacation leave accrued per year is expected to be utilized within that 12-month period. In the event that the Department is unable to grant vacation requests for the full amount of vacation leave accrued within the year, the employee shall be allowed to carry over the ungranted portion to the next year.

Vacation accrual shall be considered separate and apart from the one week of paid educational leave provided for in section 10.8 below. If an employee elects not to use his/her full week of educational leave, the unused portion of that educational leave shall not be converted into, or treated as, vacation leave.

Section 10.2 – Vacation Payoff

Employees terminated from County employment shall be paid the monetary value of the proportionate amount of the unused three (3) weeks’ vacation for the year in which the termination occurs, prorated as of the date of termination, and the monetary value of earned and unused vacation from previous years, not to exceed three (3) weeks.

Section 10.3 – Sick Leave

Each employee shall be entitled to use up to twenty (20) days of sick leave per year. There shall be no accrual or payment of unused sick leave.

Section 10.4 – Sick Leave Used for Care of Immediate Family
An employee who has acquired a sufficient right to sick leave with pay may be granted permission to use same not to exceed ten (10) working days of such leave in order that
he/she may care for a sick or injured member of his/her immediate family requiring his/her care, or in order that he/she may obtain medical consultation to preserve his/her health. "Immediate family" shall mean the mother, father, grandmother, grandfather of the employee, or of the spouse of the employee or of the Registered Domestic Partner of the employee as defined in Article 7; and the spouse or Registered Domestic Partner as defined in Article 7, son, son-in-law, daughter, daughter-in-law, brother, sister, grandchild, brother-in-law, or sister-in-law of the employee; or any person living in the immediate household of the employee.

Section 10.5 – Family and Medical Leave

Upon request, maternity/paternity leave shall be granted to natural or adoptive parents by the appointing authority for a period of three (3) months. Other family and medical leave may be approved pursuant to the County’s Family and Medical Leave Policy.

The County will allow an employee who has taken family and medical leave in accordance with this subsection to complete his/her program, and/or to complete his/her California licensure requirements in paid status. This allowance is subject to the approval of the Residency Review Committee (RRC). The County will make every effort to obtain such approval from the RRC.

Section 10.6 – Bereavement Leave

Leaves of absence with pay shall be granted employees in order that they may discharge the customary obligations arising from the death of a member of their immediate family. "Immediate family" shall mean the mother, father, grandmother, grandfather of the employee or of the spouse of the employee or of the Registered Domestic Partner of the employee as defined in Article 7; and the spouse or Registered Domestic Partner as defined in Article 7, son, son-in-law, daughter, daughter-in-law, brother, sister, grandchild, brother-in-law, or sister-in-law of the employee; or any person living in the immediate household of the employee. Up to five (5) days with pay shall be granted, with four (4) days chargeable to sick leave as the second through the fifth day, if necessary.

Section 10.7 – Leaves to Perform Jury Duty or to Respond to a Subpoena

a) Response to a Summons

An employee shall be allowed to take leave from his/her county duties without loss of wages, vacation time, sick leave or benefits for the purpose of responding to summons to jury selection or serving on a jury for which he/she has been selected, subject to the limitation that an employee shall receive paid leave to serve on a jury for which he/she has been selected not more than once during a calendar year, and provided that he/she executes a written waiver of all compensation other than the mileage allowance, which he/she would otherwise receive compensation by virtue of his/her performance of such jury duty. No employee shall be paid more than his/her regular pay as a result of jury duty service. The employee is required to notify his/her department head and the
Medical Director's Office when he/she has received a jury summons and when his/her jury service is completed.

b) **Jury Duty**
Nothing in this section shall prevent any employee from serving on a jury more than once per calendar year; provided, however, that such additional periods of absence from regular county duties as a result thereof shall be charged, at the option of the employee, to either accrued vacation time or leave without pay.

c) **Response to a Subpoena**
No employee shall suffer loss of wages or benefits in responding to a subpoena to testify in court if that employee is not a party to the litigation.

d) **Authorized Leave**
In the event a night shift employee is called to court under the above provision, the following shall apply:

1. Swing or p.m. shift shall have authorized leave the day of court attendance; time spent in court shall be deducted from the regular shift on that day with no loss of wages or benefits.

2. Night or graveyard shall have authorized leave on the shift prior to court attendance; and that employee shall suffer no loss of wages or benefits.

e) **Return to Work**
For the purpose of this section, an employee who responds to a summons to jury duty and who is not selected as a juror shall not be deemed to have performed jury duty and shall return to work as soon as possible.

**Section 10.8 – Educational Leave**

Educational leave practices shall be continued in accordance with *Current Educational Leave Practices* dated March 16, 2000. This memorializes the current educational leave practices, including the procedure by which residents may request up to five additional days of educational leave away from clinical duties to travel to and attend conferences. Employee requests for educational leave will not be unreasonably denied.

**Section 10.9 – Educational Allowances**

The following amounts will be available for books, including electronic books, subscriptions, software, conference registration fees and travel as appropriate, board review courses and materials, board exam fees, one (1) time purchase of a stethoscope.

Note: Provisions pertaining to American Board of Radiology are contained under Section 10.9iii below.
As long as an educational allowance reimbursement form is completed accurately and approved by management, all educational allowances shall be reimbursed within forty five (45) working days of submission to the Program Coordinator. Residents shall submit requests for reimbursement for Educational Allowances as soon as possible after the expense occurs, but no later than the end of the fiscal year ending on June 30th.

a) Transitional Interns/PGY I: Eight hundred dollars ($800) per Fiscal Year of the Agreement.

b) PGY II and above: One thousand three hundred fifty dollars ($1,350) per Fiscal Year of the Agreement.

c) Radiology Residents:
   (i) The County will continue the current practice of reimbursements for the registration costs for AIRP and up to four thousand dollars ($4,000) for approved AIRP travel expenses, in accordance with County policy; and,

   (ii) Up to four hundred dollars ($400) for approved UC Davis or any Program approved physics review course travel expenses, in accordance with County policy.

   (iii) All expenses related to the registration and exams, including travel, for the American Board of Radiology shall be reimbursed by the County, in accordance with the County’s Travel Policy.

Section 10.10 – State Mandated Medical Licenses & Fluoroscopy/Radiography Permits

a) The County agrees to pay one hundred percent (100%) towards State mandated medical licensure fees for residents in their second year of training who submit a completed application for a medical license no later than sixty (60) days after completing their first year of training.

b) The County agrees to pay a maximum of one hundred percent (100%) towards State mandated medical licensure fees, State mandated radiography licensure and permit fees and their renewals during the term of this agreement.

c) The County agrees to pay one hundred percent (100%) of State mandated fluoroscopy permit fees and their renewals during the term of this Agreement.

d) The County agrees to pay one hundred percent (100%) of the examination fees associated with State mandated fluoroscopy permits.

e) The County agrees to pay one hundred percent (100%) of the examination fees associated with State mandated radiography permits.
f) The County agrees to pay one hundred percent (100%) of the exam fees for the U.S. Medical License Exam Step 3 or COMLEX USA exam for residents with signed Santa Clara Valley Medical Center Letters of Appointment for the following years.

ARTICLE 11 - LETTERS OF APPOINTMENT

Section 11.1

By November 1, for residents in their second year of training or higher in the County, the County will offer Letters of Appointment to those residents it wishes to retain for the following academic year, or notify those residents who will not be retained. By December 10, following receipt of the Letter of Appointment, those residents who have been offered appointments must respond in writing their acceptance. The County will not be obligated to provide Letters of Appointment or otherwise notify employees in their final year of residency.

Section 11.2

By January 1, for residents in their first year of training in the County, the County will offer Letters of Appointment to those residents it wishes to retain for the following academic year, or notify those residents who will not be retained. By January 15, following receipt of the Letter of Appointment, those residents who have been offered appointments must respond in writing their acceptance.

Section 11.3

The County is not obligated to retain those residents for the following academic year who have not responded by their respective deadlines.

ARTICLE 12 – WORKING CONDITIONS

Section 12.1 – Call Limits by Department

It is the intent of the County to maintain the current call limits which are listed as follows:

- **Medicine**
  - in-house calls not more than eight (8) per month, home calls not included in limit. No employee shall be assigned to more than two (2) on-call rotation months in succession in VMC Medicine except for the Emergency Room and night float.

- **Radiology**
  - not more than eight (8) calls per month.

- **OB/GYN**
  - not more than eight (8) calls per month; except in July and August, not more than ten (10) calls per month.
Transitional not more than eight (8) calls per month except when on surgery rotation when it is not more than 11 calls per month.

Section 12.2 – Changes to Call Limits

When it is determined by the Medical Director that changes in the above limits are necessary, he/she shall notify the Union of the reason and the nature of such changes at least sixty (60) days prior to their implementation. The Union shall be afforded the opportunity to meet and confer with the County over the proposed changes.

Section 12.3 – Emergencies

If the community served by the Valley Medical Center experiences a disaster or significant medical emergency, the sixty (60) day notice is waived, and the call limits may be exceeded by order of the Medical Director or his/her designee for not more than two (2) weeks. Extensions beyond two (2) weeks shall be allowed after meeting and conferring with the Association. Emergencies shall include, but shall not be limited to, natural disasters, such as earthquakes, fires, floods, or manmade disasters.

Section 12.4 – Call Rooms

The County shall provide safe, secure on-call rooms in accordance with all ACGME guidelines. The County shall not change the number or location of call rooms, or provisions within call rooms, without reasonable advance notice and discussion with CIR. The County will conduct an annual walk-through of call rooms. The walk through will take place each January of the MOU by the Medical Director or designee and a representative of the union to ensure ACGME compliance. Concerns will be addressed at the monthly Union/Management meeting.

Section 12.5 – Walk through of work areas and Information Technology

A biannual walk through of work areas shall be jointly conducted by representatives of CIR/SEIU, a representative of the County’s Information Services Department ("ISD"), and the Graduate Medical Education Director or his/her designee, to assess the status of Resident work areas and computer work stations in order to ensure ACGME compliance and to maintain workplace efficiency and operability.

The County, in consultation with CIR/SEIU, shall generate a report of any repairs needed to work areas or computer workstations following each quarterly walk-through, and provide the report to SCVHHS Facilities Management. Any additional Information Technology concerns or work area concerns shall be addressed at the monthly Union/Management meeting.

Section 12.6 – Workrooms and Lounges
CIR/SEIU shall have the opportunity to provide input and recommendations to the County concerning the needs and preferences of the physicians in training regarding anticipated changes to the location and/or number of workrooms and/or lounges. The County shall respond, in writing, to approve or deny the recommendations.

The County agrees to notify CIR/SEIU of anticipated changes to the location and/or number of workrooms and lounges. Upon request, the County will Meet and Confer with the Union over the impact on working conditions of such changes. A Meet and Confer over issues related to the relocation of workrooms or of lounges shall not delay a necessary relocation. Any subsequent concerns with the workrooms or lounges shall be addressed in the Union/Management Committee.

Section 12.7 – Technological Equipment Committee

The County and the CIR/SEIU agree to establish a Union / Management Committee comprised of CIR/SEIU representatives, Designated Institution Officer (DIO) and Program Directors that shall meet annually to discuss and provide input and recommendations to the Chief Medical Officer on the technological devices that are required for the performance of work related duties of the physicians-in-training. The Committee shall receive notice of approval or denial of all recommendations. Any devices provided by the County are the property of the County and shall remain property of the County. Use of any such devices shall be covered by the County’s User Responsibility Statement.

Section 12.8 – Uniforms

The County shall continue the current practice of providing to all physicians-in-training white coats and scrubs to wear while on duty.

ARTICLE 13 - DEFERRED COMPENSATION PLAN

Section 13.1 – Plan Establishment

The County has established a Deferred Compensation Plan (DCP), which is in lieu of and as an alternative to Social Security participation, for employees in this bargaining unit. Participation in the DCP is mandatory for all employees.

Section 13.2 – Compliance with Law

The DCP has been established in accordance with all applicable provisions of the Internal Revenue Code, and United States Treasury Department regulations in effect at the time of implementation; and as such code and regulations may be amended and changed from time to time. The current DCP Plan selection has the approval of the County’s Director of Finance.

Section 13.3 – Amounts of Contribution
Effective on August 22, 2011, the County shall contribute 4.47% of an employee's gross base salary towards the DCP, and each employee shall contribute 3.03% of his/her gross base salary, by payroll deduction, towards the DCP, for a combined total of 7.5%.

Effective on June 24, 2012, the County shall contribute the full 7.5% of an employee's gross base salary towards the DCP. In no case should an employee's self contribution, when combined with the County's contribution, exceed the annual limit established in accordance with applicable provisions of the Internal Revenue Code, and United States Treasury Department regulations in effect at the time of implementation and as such code may be amended and changed from time to time.

2.6% of the County's contribution towards the DCP was in lieu of the 1996 salary increase and shall be reflected as part of effective wage.

ARTICLE 14 - MILEAGE AND PARKING PAYMENT

14.1 Mileage Payment

Employees who are authorized to travel on county business by use of a privately-owned automobile or truck shall be reimbursed for the actual miles traveled, at a rate equal to the "standard mileage rate" for auto expenses established by the Federal Government as the maximum tax exempt mileage rate.

The phrase "actual miles traveled" means all miles driven on county business and including:

(1) The mileage from home to the first field work location which exceeds the mileage from home to the regular work location.

(2) The mileage to or from the regular work location and the filed location, or between the field locations.

(3) The mileage from the last field location to home which exceeds the mileage from the regular work location to home.

(4) The mileage to and from home and the work location if the presence of the employee is required on a scheduled day off.

(5) The daily commute mileage resulting from more than one daily trip to and from home and a work location when the presence of the employee is required after work hours.

14.2 – Parking Payment

The County shall continue the current practice of providing free parking to all physicians-in-training at SCVMC. The County shall reimburse physicians-in-training
parking fees incurred during required outside rotations where parking is not provided free of charge in accordance with the County's Travel Policy.

ARTICLE 15 - MEALS

Section 15.1

a. Overall meal allowance of $43 per week, with $6.00 buffer

The County agrees to provide a weekly meal allowance for personal consumption, to be used at the Valley Medical Center Cafeteria or for outside food vendors for lunch-time medical conferences for each resident represented by CIR/SEIU for up to a maximum amount of forty-three dollars ($43.00) per week. Any food purchased in excess of six dollars ($6.00) of the amount noted above shall be paid by the resident. The allocation of the meal allowance as set forth in the “Resident Meal Plan” agreement dated August 7, 2006 shall continue as provided in Section 15.1b.

Employees shall receive the weekly meal allowance on a monthly basis.

b. Department of Radiology; Meal Cards and Medical Conference Meals

For employees in these departments, the meal card maximum shall be $23.00 per week for use at the Valley Medical Center Cafeteria. It is the intent of the parties that the residents shall not exceed the $23.00 per week maximum; however, minor overages of $6.00 or less per week shall not be charged to the employee. Employees shall receive the weekly meal allowance on a monthly basis. Employees will be responsible for paying for any purchases that exceed the monthly amounts listed below.

<table>
<thead>
<tr>
<th>Month</th>
<th>Amount on Meal Card</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>128.08</td>
</tr>
<tr>
<td>February</td>
<td>115.68</td>
</tr>
<tr>
<td>March</td>
<td>128.08</td>
</tr>
<tr>
<td>April</td>
<td>123.95</td>
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<td>123.95</td>
</tr>
<tr>
<td>July</td>
<td>128.08</td>
</tr>
<tr>
<td>August</td>
<td>128.08</td>
</tr>
<tr>
<td>September</td>
<td>123.95</td>
</tr>
<tr>
<td>October</td>
<td>128.08</td>
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<tr>
<td>November</td>
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<tr>
<td>December</td>
<td>128.08</td>
</tr>
<tr>
<td>Total</td>
<td>1,508.00</td>
</tr>
</tbody>
</table>
(1) The remaining $20.00 of the weekly meal allowance for these residents will be redirected to the House Staff Office index number to be used to fund the meals from outside vendors for lunch-time medical conferences.

(2) The Department will make the food arrangements for all lunch-time medical conferences.

(3) The Department shall use the redirected $20 of the meal allowance to pay for the lunch-time conference meals.

c. Department of Medicine; Meal Cards and Medical Conference Meals

For employees in the Departments of Medicine, the meal card maximum shall be $20.00 per week for use at the Valley Medical Center Cafeteria. It is the intent of the parties that the residents shall not exceed the $20.00 per week maximum; however, minor overages of $6.00 or less per week shall not be charged to the employee. Employees shall receive the weekly meal allowance on a monthly basis. Employees will be responsible for paying for any purchases that exceed the monthly amounts listed below.

<table>
<thead>
<tr>
<th>Month</th>
<th>Amount on Meal Card</th>
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<tr>
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<tr>
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<tr>
<td>April</td>
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<td>May</td>
<td>114.83</td>
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<tr>
<td>June</td>
<td>111.12</td>
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<tr>
<td>July</td>
<td>114.83</td>
</tr>
<tr>
<td>August</td>
<td>114.83</td>
</tr>
<tr>
<td>September</td>
<td>111.12</td>
</tr>
<tr>
<td>October</td>
<td>114.83</td>
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<td>December</td>
<td>114.83</td>
</tr>
<tr>
<td>Total</td>
<td>1,352.00</td>
</tr>
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</table>

(1) The remaining $23.00 of the weekly meal allowance for these residents will be redirected to the House Staff Office index number to be used to fund the meals from outside vendors for lunch-time medical conferences.

(2) The Department will make the food arrangements for all lunch-time medical conferences.

(3) The Department shall use the redirected $23 of the meal allowance to pay for the lunch-time conference meals in accordance with County policy.

d. **Meal cards only for Department of OB/GYN**
For employees in the Department of OB/GYN, their meal card maximum for use at the Valley Medical Center Cafeteria shall remain at $43.00 per week. It is the intent of the parties that the residents shall not exceed the $43.00 per week maximum; however, minor overages $6.00 or less per week shall not be charged to the employee. Employees shall receive the weekly meal allowance on a monthly basis. Employees will be responsible for any purchases that exceed the monthly amounts listed below.

<table>
<thead>
<tr>
<th>Month</th>
<th>Amount on Meal Card</th>
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<tbody>
<tr>
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<tr>
<td>May</td>
<td>216.41</td>
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<tr>
<td>June</td>
<td>209.42</td>
</tr>
<tr>
<td>July</td>
<td>216.41</td>
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<tr>
<td>August</td>
<td>216.41</td>
</tr>
<tr>
<td>September</td>
<td>209.42</td>
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<tr>
<td>October</td>
<td>216.41</td>
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<td>November</td>
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<tr>
<td>December</td>
<td>216.41</td>
</tr>
<tr>
<td>Total</td>
<td>2,548.00</td>
</tr>
</tbody>
</table>

Section 15.2

Such meals are for resident consumption at the Valley Medical Center during time spent at work and are not intended for consumption outside of the hospital or for meals taken during non-working hours.

Section 15.3

Upon notification to a resident that he/she is in arrears for payment of food purchased in excess of the effective meal rate, he/she shall have seven (7) days to tender payment of said arrears. If payment is not received within this grace period, the affected resident will not be eligible for meal allowance until the payment is received.

Section 15.4

The County will meet the ACGME requirement of having food available for interns and residents who are assigned to night time duty or in hospital on call duty. Any concerns regarding this provision will be handled through the Union/Management monthly meeting.

ARTICLE 16 – RELOCATION REIMBURSEMENT

Section 16.1
Post Graduate Year I residents may be eligible for reimbursement of relocation expenses from medical school up to $1,500, in accordance with County policy. Residents must meet the following criteria:

- a. Enrolled in a VMC multi-year residency program;
- b. The resident’s medical school must be at least 75 miles from VMC;
- c. All expenses submitted for reimbursement must be in the resident’s name;
- d. Requests for relocation reimbursements must be submitted to the Graduate Medical Education Office within 30 calendar days of hire.

**ARTICLE 17 - GRIEVANCE PROCEDURE**

Section 17.1 – Grievance Defined

A grievance is defined as an alleged violation or misinterpretation of the provisions of this Memorandum of Understanding, or a sideletter between the parties except if otherwise agreed to be non-grievable.

Section 17.2 – Time Limits

Time limits may be extended or waived only by written agreement between the County and the Union.

Working days as used in this Article shall be Monday, Tuesday, Wednesday, Thursday and Friday but shall not include County observed legal holidays.

Section 17.3 – Informal Grievance

It is agreed that employees will act promptly through informal meetings with their Program Director, Department Chair and/or the Medical Director, on any issue covered by this Memorandum of Agreement, which is causing employee dissatisfaction and, to seek action to remove the cause of dissatisfaction before it serves as the basis for a formal grievance.

Any resolution reached in the informal level must be in accordance with the provisions of this Memorandum of Understanding.

Section 17.4 – Formal Grievance

Step One - Within thirty (30) working days of the occurrence or discovery of an alleged grievance, the grievance shall be presented in writing to the Office of Labor Relations. A decision shall be made in writing to the Union within thirty (30) working days of receipt of the grievance. A meeting should normally take place if agreed to by the parties that such meeting would assist to clarify or resolve the grievance.

Step Two - If dissatisfied with the Step One decision, the Union must move the grievance to Step Two of the Grievance Procedure within fifteen (15) working days of receipt of the Step One decision.
At this step, the parties shall select an arbitrator by alternately striking from a list of seven (7) arbitrators provided by the State Mediation and Conciliation Services. A hearing will be conducted by the selected arbitrator who will render an advisory decision to the County Decision Maker. All costs related to the arbitration shall be borne equally by the Union and the County.

County Decision Maker

The arbitrator's advisory decision will be forwarded to the Union and the County. Upon receipt of the advisory decision, the parties shall select the County Decision Maker from the following list of individuals: Valley Medical Center Director, Employee Services Agency Appeals Officer, Deputy County Executive and County Executive. The parties will flip a coin with the winner deciding who will strike first from the list. After alternately striking, the one (1) name remaining shall be the County Decision Maker selected. The County Decision Maker shall adopt, modify or reverse the advisory decision of the arbitrator. If the County Decision Maker does not adopt the arbitrator's decision, he/she shall elaborate on the reasons in writing. The decision of the County Decision Maker is final and binding on the Union and the County.

ARTICLE 18 - FULL AGREEMENT

It is understood this Memorandum represents a complete and final understanding on all negotiable issues between the County and its Departments and the Union. This Memorandum supersedes all previous memoranda of understanding or memoranda of agreement between the County and its Departments and the Union except as specifically referred to in this Memorandum. All ordinances or rules covering any practice, subject or matter not specifically referred to in this Memorandum shall not be superseded, modified or repealed by implication or otherwise by the provisions hereof. The parties, for the term of this Memorandum, voluntarily and unqualifiedly agree to waive the obligation to negotiate with respect to any practice subject or matter not specifically referred to or covered in this Memorandum even though such practice, subject or matter may not have been within the knowledge of the parties at the time this Memorandum was negotiated and signed. In the event any new practice, subject or matter arises during the term of this Memorandum and an action is proposed by the County, the Union shall be afforded all possible notice and shall have the right to meet and confer upon request. In the absence of agreement on such a proposed action, the County reserves the right to take necessary action by management direction.

ARTICLE 19 - SAVINGS CLAUSE

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

If the State of California notifies the County of Santa Clara that legislation has been implemented which assesses monetary penalties to local governments which settle wages and/or benefits with increases in excess of certain limits (an example of such legislation is titled AB 1040, which was introduced in Spring of 1991), those benefits and/or wages shall not be implemented or continue to be paid. The parties shall immediately enter into negotiations for the sole purpose of arriving at a mutually agreed upon alternative.

The County reserves the right to cease payment or seek repayment of the wages and/or benefits upon which the State of California is basing the monetary penalty. The Union reserves the right to contest the legality of the payment cessation or the repayment.

It is understood that the purpose of this Section is to ensure that the County does not incur any liability or penalties on either the original agreement provisions, or the negotiated alternate provisions.

ARTICLE 20 - TERM OF THE AGREEMENT

This Memorandum shall become effective only upon approval by the Board of Supervisors and upon the ratification by the unit, and shall remain in full force and effect to and including June 14, 2020 and from year to year thereafter; provided, however, that either party may serve written notice on the other at least sixty (60) days prior to June 14, 2020 or any subsequent June 14th of its desire to terminate this Memorandum or amend any provision thereof.

DATED: 4/21/16

SANTA CLARA COUNTY NEGOTIATING COMMITTEE

Committee of Interns & Residents/SEIU NEGOTIATING COMMITTEE

Cynthia Mihulka
Labor Relations Representative

Asella Donovan-Blood
Northern CA Regional Director, CIR/SEIU

Phuong Nguyen, M.D.
Sideletter between the County of Santa Clara and CIR/SEIU
Resident Wellness Program

The parties shall meet within eighty (80) working days of the effective date of the Memorandum of Agreement between the County of Santa Clara and CIR/SEIU to discuss the feasibility of establishing a Resident Wellness Program using existing County programs such as the Employee Assistance Program (EAP), Employee Wellness Department, Learning and Employee Development (LED) and/or other mutually agreed to programs.

Date: 4/21/16

For County of Santa Clara:  
Cynthia Mihulka  
Labor Relations Representative

For CIR/SEIU:  
Asella Donovan-Blood  
Northern CA Regional Director, CIR/SEIU