

**Memorandum of Understanding
Between the
County of Stanislaus and the
Committee of Interns and Residents, SEIU**


THIS MEMORANDUM OF UNDERSTANDING (MOU) IS ENTERED INTO BETWEEN THE COUNTY OF STANISLAUS, HEREINAFTER REFERRED TO AS THE "COUNTY" AND THE COMMITTEE OF INTERNS AND RESIDENTS, SEIU, HEREINAFTER REFERRED TO AS THE "UNION".

Pursuant to the Employee Relations Ordinance of the County and Section 3500 et seq. of the Government Code, the duly authorized representatives of the County and the Union have met and conferred in good faith concerning the issues of wages, hours, and terms and conditions of employment as herein set forth and are in agreement with the provisions of the Memorandum of Understanding.

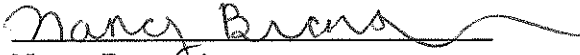
FOR THE COUNTY:



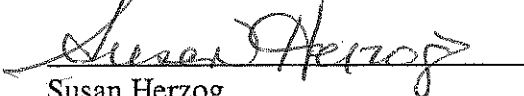
William O'Brien, Chairman
Board of Supervisors



Richard W. Robinson
Chief Executive Officer



Nancy Bronstein
Senior Management Consultant

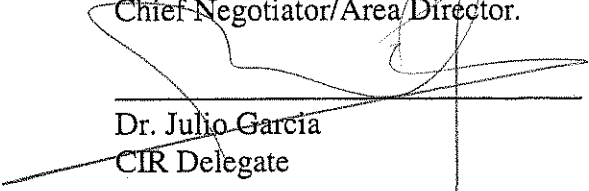


Susan Herzog
Human Resources Manager, HSA

FOR THE UNION:

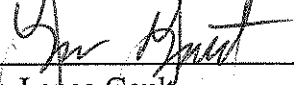


Kelly Gray
Chief Negotiator/Area Director.



Dr. Julio Garcia
CIR Delegate

Dr. Melissa Pearce
CIR Delegate



Dr. Lance Gault
CIR Delegate

Date Signed: 6/26/07

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1. TERM OF THE AGREEMENT

This Agreement shall remain in full force and effect for the period commencing on July 1, 2007 and ending June 30, 2010 unless the Family Practice Residency Program is discontinued as provided for in Section 35. The parties may agree to extend the term of this agreement on a meeting-to-meeting basis while meeting and conferring is in progress over renewal of the Agreement.

2. SCOPE OF THE BARGAINING UNIT

The parties agree that the Committee of Interns and Residents, SEIU, hereinafter the "Union" is recognized as the sole and exclusive collective bargaining representative of the employees in the Resident Physicians' Bargaining Unit pursuant to the County's "Employee Relations Ordinance" and pursuant to the California State Law. The bargaining unit consists of all unclassified employees in the classifications of:

Resident Physician I
Resident Physician II
Resident Physician III

Individual Family Practice resident physician shall be referred to as "RP" and Stanislaus County, hereinafter shall be referred to as "County".

The County will recognize that all the RPs who sign authorization forms are members of the Union. The County will grant the Union time during orientation of the new RPs to present this Memorandum.

3. NON-DISCRIMINATION/FAIR REPRESENTATION

The parties agree that the provisions of this agreement shall be applied without favor or discrimination based upon race, ancestry, religion, color, age, national origin, political affiliation or belief, disability (includes persons with AIDS or those with a record of or regarded as having a substantially limiting impairment), medical condition (cancer related), pregnancy related condition, sex, marital status or sexual orientation. The parties agree to recognize, respect, and support the County's commitment to nondiscrimination in employment as set forth in the County's Equal Employment Opportunity Program. The Union agrees to encourage its members to assist in the implementation of that program.

The Union agrees to and acknowledges its responsibility to fairly represent all employees in the bargaining unit without regard to race, ancestry, religion, color, age, national origin, political affiliation or belief, disability (includes persons with AIDS or those with a record of or regarded as having a substantially limiting impairment), medical condition (cancer related), pregnancy related condition, sex, marital status or sexual orientation, job classification, or employment status, and in compliance with State law. The County acknowledges and agrees that it shall not discriminate or take adverse action against employees because they are a member of the Union, participate in lawful Union activity or exercise their right to Union representation.

4. COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA)

The County and the Union acknowledge and agree that the ADA may require modification of County policy or MOU provision in order to provide reasonable accommodation to individuals protected under the Act on a case by case basis. The County and the Union agree to meet and confer if the accommodation will require some

modification of the MOU or County policy which affects any term or condition of employment or is otherwise a mandatory subject of bargaining. Said meet and confer will be on a case by case basis and no single accommodation shall establish a past practice.

5. DUES DEDUCTIONS/FAIR SHARE FEE PAYMENTS

The County shall deduct Union dues and other authorized deductions from members' paychecks using an appropriate authorization form. The County will forward said deductions to Union at the most recent address on file as provided the County by the Union, within 10 days as practical, following each payday. The Union shall also receive a report showing dues paying members listed alphabetically. Members may withdraw from the union at any time with written notice to the Union and a copy to payroll.

The Union agrees to defend, indemnify and hold harmless the County and its employees or agents, other than in cases of County negligence or misconduct, against claims of whatever nature arising out of said deductions or use of the deduction report.

Fair Share Fee Payment

The County will provide a payroll deduction for California Association of Interns and Residents pursuant to the following:

1. All regular full-time, non probationary employees shall as a condition of employment, pay a representation service fee which is the employee's proportionate share of the California Association of Interns and Residents and their designated representatives cost of negotiations, meeting and conferring, administering the MOU, and disciplinary representation beginning ninety days after the MOU is ratified and adopted by the Union and the County, or after an employee attains such status, or after the Union has provided the employee(s) and the County with the legally required expenditure information as outlined in the Hudson Act, whichever is latest. Such representation service fee shall in no event exceed the total, regular, periodic membership dues paid by unit employees.
2. This representative service fee arrangement provided by this section may be rescinded by majority vote determined in a secret ballot election in which all regular bargaining unit employees are eligible to vote as provided by the Meyers Milias Brown Act.
3. Employees opposed to having a portion of their fees being spent on activities or causes of a partisan political or ideological nature, may exercise relief under the Beck decision.
4. Any employee who objects to joining or financially supporting employee organizations shall not be required to financially support the Union. Such employee, in lieu of a representation service fee, shall instruct the County in writing, with a copy to the Union, to deduct and pay a sum equal to the representation service fee to the United Way of Stanislaus County.
5. When an authorized agent of the County is served with written notice by a concerned unit employee or employees, or by the Union that a dispute exists between such unit employee or employees and the Union involving claimed violation of employee rights with respect to (1) representation service fee expenditures or obligations by the Union, or (2) employee exemption

pursuant to paragraph 4, the County shall thereafter deposit such disputed dues or fees in an interest bearing escrow or comparable account pending final resolution of the dispute, and shall so advise in writing the employee or employees and the Union. The County shall not be obligated to take any other or further action pending final resolution of the dispute. Final resolution as used in this subdivision shall mean resolution of the dispute by way of legally binding arbitration between the employee(s) and the Union. The sole obligation of the County with respect to such disputes is as set forth in this paragraph. The County shall not be made a party to the arbitration.

6. The Union agrees to indemnify and defend the County and its officers, employees and agents against any and all claims, proceedings and liability arising, directly or indirectly, out of any actions taken or not taken by or on behalf of the County under this section.

6. UNION ACTIVITIES

The County will provide a mailbox and bulletin board in the RP's lounge at Doctor's Medical Center for the use of the Union and will permit the Union to post notices in other appropriate locations. The Union agrees to send to the Managing Director, Health Services Agency a copy of any Union flyer, newsletter or document to be posted on bulletin boards. The County recognizes that due to the unique working conditions of the RPs, that hospital facilities may be used to discuss Union business.

The Union shall be allowed to make a presentation to new residents at a mutually agreed upon time during the new resident orientation. In addition, the Union will be supplied with a bargaining unit list including the names, home address, phone number and RP level of all residents in the program twice a year, on July 1st and on January 1st.

7. GENERAL PROVISIONS

RP agrees to perform satisfactorily and to the best of his/her ability; to abide by the bylaws and regulations of the organized medical staff; and to conform to policies, procedures and regulations not inconsistent with this agreement. RP who is duly qualified shall obtain and maintain a state license to practice medicine and a certificate of registration.

The County will provide a suitable environment to advance RP education in the area of Family Practice Residency as approved by the Accreditation Council for Graduate Medical Education (ACGME).

8. ON-CALL PAY

It is recognized that the RP shall regularly be placed on professional call duty as defined in Section 10, "Call Hours", and in recognition of this assignment, the RP shall be compensated an additional 9% of his/her rate of base pay for all pay periods. Effective the start of the first pay period in July 1997, the parties agree to add the 9% on-call premium to the existing base pay, prior to granting the agreed upon salary increase. It is recognized that the RP shall regularly be placed on professional call duty as defined in Section 10, "Call Hours."

9. WORKING SCHEDULE

A schedule covering the rotation and call obligations from July 1st to June 30th shall be made available to the incumbent RP by June 1st of each year. This schedule shall hereinafter be referred to as the "working schedule". Resident Physicians will play a role in the development of this schedule.

RP Is and IIs will be relieved of clinic responsibilities on the last day of general medicine rotation. It is understood that no clinics will be canceled, but rather rearranged to a different period of the RP's rotation.

10. CALL HOURS

Provided there are at least 24 RPs, in all areas of work that currently require night and/or weekend call, the RP shall not be assigned on the working schedule for primary night call for more than one (1) in every four (4) nights, as the term one night in four is commonly understood, as far as is practical. Except for extraordinary staffing situations, an RP shall not be assigned primary night call one (1) in every three (3) nights more often than two (2) times in four (4) consecutive weeks. If there are less than 24 RPs on a permanent basis, the parties agree to meet within five (5) working days (excluding the weekend) to renegotiate call hours.

The County recognizes that they must comply with the ACGME guidelines in order to maintain accreditation and will make every effort to rapidly resolve any issues that may arise pertaining to these guidelines.

11. SALARY

A. Resident Physician Salary

Resident physician salaries will be increased as follows:

- 3% effective the first pay period after July 1, 2007 or first pay period following Board of Supervisor approval if negotiations are not complete and contract is not approved by the Board of Supervisors prior to July 1, 2007.
- 4% effective the first pay period beginning on or after July 1, 2008. For 2008 the pay period will be July 6, 2008 through July 19, 2008.
- 3% effective the first full pay period beginning on or after July 1, 2009. For 2009 the pay period will be July 5, 2009 through July 17, 2009.

Resident Physician Salaries

July 7, 2007				
3% Increase & 2% Equity for RP I	BIWEEKLY *	YEARLY*	FULL BIWEEKLY COMPENSATION**	FULL ANNUAL COMPENSATION**
RP I	\$1609.00	\$42,209.00	\$1,624.00	\$42,224.00
RP II	\$1,773.80	\$46,118.80	\$1,788.80	\$46,508.80
RP III	\$1,968.20	\$51,173.20	\$1,983.20	\$51,563.20

* Includes 9% Oncall and 1% Emergency Duty Compensation (EDC)

** Includes \$15.00 Biweekly Auto Allowance Compensation

July 6, 2008				
4%	BIWEEKLY*	YEARLY*	FULL BIWEEKLY COMPENSATION**	FULL ANNUAL COMPENSATION**
RP I	\$1,688.80	\$43,518.80	\$1,688.80	\$43,908.80
RP II	\$1,845.00	\$47,970.00	\$1,860.00	\$48,360.00
RP III	\$2,047.40	53,232.40	\$2,062.40	\$53,622.40

* Includes 9% Oncall and 1% Emergency Duty Compensation (EDC)

** Includes \$15.00 Biweekly Auto Allowance Compensation

July 5, 2009				
3%	BIWEEKLY*	YEARLY*	FULL BIWEEKLY COMPENSATION**	FULL ANNUAL COMPENSATION**
RP I	\$1,724.20	\$44,829.20	\$1,739.20	\$45,219.20
RP II	\$1,901.00	\$49,426.00	\$1,916.00	\$49,816.00
RP III	\$2,109.00	\$54,834.00	\$2,124.00	\$55,224.00

* Includes 9% Oncall and 1% Emergency Duty Compensation (EDC)

** Includes \$15.00 Biweekly Auto Allowance Compensation

- B. EDC (Emergency Duty Compensation) hereinafter is defined as work in excess of call hours (defined in Section 10) due to another RPs illness, vacation or other off-duty time, disability, leave of absence, emergency absence, the removal from the payroll, termination and/or resignation. The parties agree to include the current 1% Emergency Duty Compensation as part of the RPs base pay.
- C. In addition to the salary reflected in subsection A above, the RPs will be paid \$15.00 per pay period to serve as compensation for the individual RP's use of his or her car during the course and scope of the performance of his or her duties. This additional compensation is in lieu of any claim for mileage compensation and excludes the use of County vehicles by RPs.
- D. Equity
2% for first year (interns) RPs effective the first pay period after July 1, 2007 or first pay period following Board of Supervisor approval if negotiations are not complete and contract is not approved by the Board of Supervisors prior to July 1, 2007.

12. CHIEF RESIDENT SALARY

Effective October 3, 2004 as compensation for the Chief Resident duties, each of the two (2) Co-Chief Residents shall be compensated an additional \$75.00. Effective July 7, 2007 each of the two (2) Co-Chief Residents shall be compensated an additional \$100.00 per pay period for the entire year of their tenure

The Residency Director and Chief Residents agree to meet and confer on the creation of a chief resident job description during the course of the agreement.

13. BILINGUAL DESIGNATION/COMPENSATION

The County will designate certain languages as eligible for bilingual certification. Employees asserting their competence in any County designated bilingual language shall be given the opportunity to test for bilingual certification. The County CEO or designee is responsible for conducting bilingual certification testing within a reasonable amount of time. Employees will be tested for verbal and/or written bilingual proficiency as determined by the County CEO and Sheriff. Employees who pass the test will be certified as bilingual.

Employees certified as bilingual will receive additional compensation of \$119.60 per month or \$55.20 bilingual certification pay, effective the first full pay period following the certification date. Only those employees certified bilingual will be granted bilingual certification pay.

Employees receiving bilingual certification pay shall use their bilingual skills within the course of employment to maintain the certification pay. Bilingual employees who are not certified as bilingual will not be subject to discipline for declining to use bilingual skills in the course of employment.

14. STAFFING

In the event of illness, injury, vacation or leave time, there will not be an unreasonable or permanent increase in the RP's workload, or on-call schedule, or unreasonable decrease in elective time of other RP's. The RP who is absent, shall make up time where required by specialty board standards.

15. BOARD

The County shall provide without cost to the RP, breakfast, lunch and dinner to RPs when on duty at Doctor's Medical Center. Meals, which are provided by other hospitals, which are not within the jurisdiction of the County, shall continue based on the policy of the individual hospital.

16. DEFERRED COMPENSATION

- A. The parties agree that all RPs shall be included in the Deferred Compensation Program, in lieu of participation in Social Security. This action is being taken consistent with the COBRA 90 legislation.
- B. The County shall pay 2% of salary and the individual Residents shall pay 5.5% of salary toward a deferred compensation plan. Salary shall include base pay in addition to: on-call pay, emergency duty compensation and automobile allowance.

- C. The County agrees that the County portion of the deferred compensation contribution shall be at the same percentage contributed for other part-time, seasonal and temporary employees. Should the County's rate increase for any other part-time, seasonal and temporary employee it shall be increased for the RPs so that the RPs shall receive the maximum percentage contributed by the County to other part-time, seasonal or temporary employees.
- D. The RPs shall be limited to participation in Deferred Compensation only, and shall not be eligible on an individual basis for participation in Social Security.
- E. The RPs agree that an administrative fee will be assessed to their individual deferred compensation accounts, by the program administrator, in addition the RPs agree to abide by the standard requirements of the deferred compensation program.

17. UNIFORMS

The County shall furnish any uniform at RP request, which it requires the RP to wear, including white jackets, surgical, obstetrics, and special service uniforms. Regular uniform laundry shall be furnished at no cost to RP.

18. PPD'S AND VACCINES

The County shall provide free of charge a dT immunization, MMR vaccine, rubella titer, HBIG, hepatitis vaccine series and anti-body confirmation; and annual influenza vaccine, PPD and HIV anti-body for RPs requesting these services and upon approval of the RP's physician.

19. MEDICAL LICENSE FEES

The County agrees to reimburse one hundred percent (100%) of the State mandated medical licensure fees for RPs in their second year of training who submit a completed application for medical license.

All reimbursements will be paid within thirty (30) days of notifying the Health Services Agency.

Failure to obtain a license in the required time frames will result in referral to the HOPE Committee and will be dealt with according to Residency program bylaws.

Effective July 2007 the County will reimburse residents a prorated amount towards the renewal fee for their California medical license. To qualify for reimbursement the residents license must expire during the residents third year of residency. The prorated amount will be calculated by dividing the cost of the license renewal by the number of months the license is valid for and then multiplying the monthly cost of the license by the number of months the residents will remain in the program. For example if the renewal cost is \$805.00 for a two year license the monthly cost would be \$33.54. If a third year resident's initial license expires in February the County would reimburse the cost of their license for March, April, May and June of their third year or \$134.16.

20. TRAINING COURSES

The County will provide through the DMC Educational Development Office training in BLS and ALS at no charge to the RPs. PALS will be offered to the RPs at their own expense through DMC at the DMC employee

rate.

21. PROFESSIONAL DEVELOPMENT/CONFERENCES

Effective July 2000, the conference allowance will be increased to \$800.00 per academic year. Effective April 1, 2004, the conference allowance will be \$800.00 per academic year for first year RP's; \$900.00 per academic year for second year RP's; and \$1,000.00 per academic year for third year RP's. Effective July 2007, the conference allowance will be \$1100.00 per academic year for first year RP's; \$1200.00 per academic year for second year RP's; and \$1,300.00 per academic year for third year RP's. This increase is the result of combining of the cost of purchasing MD Consult for each resident with professional development funds.

Professional Development may be used for the purchase of texts, payment for medical license exams, subscriptions to medical journals, software or other educational material, attendance at conferences or attendance at continuing medical education courses.

In addition, any funds not utilized shall remain a part of the Health Services Agency Educational Fund.

It shall continue to be the philosophy of the Health Services Agency to actively seek grant funding to cover the cost of this benefit, however after efforts to obtain grant revenue have been exhausted, and should adequate grant funding not be available for this purpose, the Health Services Agency will allocate funding to insure maintenance of the level of benefits as identified above.

22. MILEAGE REIMBURSEMENT

Employees, who use their personal vehicle in the course of their duties and responsibilities as an employee of the County, shall receive the specified IRS allowance rate mileage reimbursement effective on January 1, of each year.

Effective the first full pay period following the Board of Supervisor approval.

23. LEAVE OF ABSENCE

RP shall be eligible for a leave of absence without pay up to twelve (12) months upon written request of the RP, which has, been approved by the Director, Family Practice Residency Program. Leave of absences greater than 30 calendar days must have Chief Executive Officer approval. A leave of absence may be granted for illness, disability, maternity, paternity or other personal reasons acceptable to the Director, Family Practice Residency Program and Chief Executive Officer. Such leave shall not be unreasonably withheld. The RPs agree that should the approval process for leave of absence requests change during the term of the agreement, for the majority of other County employees, that change shall also apply to the RPs. The change would replace the final approval to be granted by the Chief Executive Officer or his designee.

Time taken by RP as a leave of absence will result in the extension of RP's contract to accommodate the time requirements of the RP's specialty boards. RPs shall be allowed to return to their positions without loss of earned credit for full or partial years of service providing that such accreditation allowances shall be made within the rules or guidelines of the RP specialty board.

The County recognizes that the RPs' work schedule includes a rigorous oncall schedule and that in addition to this schedule individual RPs do emergency duty to cover another RP's absence due to sick leave, leave of absence or other leave. The RPs recognize the County's right to make economical decisions regarding hiring and providing staff for services. In the interest of minimizing additional call as practical and maintaining quality hospital professional services, the County and SRPA agree that in the event an RP is absent or plans to be absent from her/his scheduled oncall duty (refer to work schedule), due to previously unanticipated leave, for two weeks or more, the RPs or their designated representatives may elect to meet and consult with Hospital Administration for determining the needs and means of finding a replacement physician.

24. BEREAVEMENT LEAVE

In the event of a death in RP's immediate family, bereavement leave, not to exceed one week, may be granted the employee without charge to sick leave. Immediate family shall include father, mother, husband, wife, son, daughter, sister, brother, grandparents, grandchildren, father-in-law and mother-in-law. Other persons with whom RP had enjoyed a parent or family-like relationship shall be considered if deemed appropriate by the Director, Family Practice Residency Program and the Managing Director, Health Services Agency. Such determination of appropriateness shall not be unreasonably withheld.

The County agrees to notify the Union should any change to the definition of family like relationship occur for other County employees during the term of the agreement.

25. JURY DUTY

A RP called to jury duty shall be paid his/her regular pay upon waiver of jury fees.

26. HOLIDAYS

RP shall be eligible to receive the following holidays in accordance with provision of the County Code:

- January 1, New Year's Day
- The third Monday in January, Martin Luther King Day
- The third Monday in February, President's Day
- The last Monday in May, Memorial Day
- July 4, Independence Day
- First Monday in September, Labor Day
- November 11, Veteran's Day
- The Thursday designated as Thanksgiving Day
- The day after Thanksgiving Day
- 4 hours December 24, Christmas Eve
- December 25, Christmas

The parties agree that only the immediate days of mourning or a holiday declared by the President of the United States and the Governor of California will be considered County holidays in addition to the specific list of holidays already present in the County Code. The parties agree to a change where both the President and the Governor must designate the holiday as provided herein. This change will take effect at the time the ordinance is changed covering all management and confidential employees and all other represented employees.

If an observed holiday occurs on the weekend, the RP shall be granted eight (8) hours of holiday credit, which is credited by payroll into accrued vacation for tracking purposes. Unused vacation time may be cashed out upon separation.

If the RP is required to work a holiday, a vacation day off without clinic obligations shall be assigned in the working schedule within the academic year. Vacation days shall not be taken on scheduled call days.

The parties agree that should the Board of Supervisors designate Christmas Eve a full holiday during the term of the agreement for other employees, the same benefit shall apply to the RPs.

27. PAID LEAVE

All benefits shall be continued in full during any paid leave.

28. VACATION/CONFERENCE TIME OFF

RP shall be entitled to three (3) weeks of vacation for each year of service. Vacation time must be used in the contract year unless otherwise arranged with the Director, Family Practice Residency Program. At least thirty (30) days written notice shall be given in advance by RP requesting vacation time off. Arrangements for vacation shall be approved by the Director, Family Practice Residency Program. Any RP who works an approved flexible schedule shall be granted vacation leave proportionate to the percentage of time worked. In the event that RP leaves the service of the County after at least six (6) months of continuous service, the RP shall be reimbursed for any unused vacation time on a pro-rated basis proportionate to the amount of time actually employed. Cash out of vacation time shall include, in addition to base pay, on call, emergency duty and auto allowance compensation.

Effective July 2007, RP shall be entitled to four (4) weeks of combined vacation and conference time off for each year of service. Residents have the option of utilizing this time for vacation or to attend conferences. Vacation/Conference time off must be used in the contract year unless otherwise arranged with the Director, Family Practice Residency Program. At least thirty (30) days written notice shall be given in advance by RP requesting vacation time off. Arrangements for vacation shall be approved by the Director, Family Practice Residency Program. Any RP who works an approved flexible schedule shall be granted vacation leave proportionate to the percentage of time worked. In the event that RP leaves the service of the County after at least six (6) months of continuous service, the RP shall be reimbursed for any unused vacation/conference time on a pro-rated basis proportionate to the amount of time actually employed. Cash out of vacation time shall include, in addition to base pay, on call, emergency duty and auto allowance compensation.

29. SICK LEAVE

While in the continuous service of the County, RP shall be entitled to one sick leave day per month of service or a proportionate amount of hours if RP is working an approved flexible schedule. Twelve (12) sick leave days will be credited on the first day of the newly employed RP's individual contract year.

Such sick leave with pay can only be granted upon the recommendation of the Director, Family Practice Residency Program in the case of illness of RP or an immediate family member. Immediate family shall include father, mother, husband, wife, son, daughter, sister, brother, grandparents, grandchildren, father-in-law and mother-in-law. Other persons with whom RP enjoys a parent or family-like relationship may be considered

within this section if deemed appropriate by the Director, Family Practice Residency Program. Two (2) of the allotted sick leave days may be used as personal leave days with pay. These days shall be approved by the Director, Family Practice Residency Program contingent upon the RP or a consortium of designated residents with assistance from the Residency Program as necessary, arranging for coverage of clinic and inpatient responsibilities. Denial of personal leave days may be appealed to the Medical Director. This conversion is in recognition of the fact that the RPs do not receive any additional vacation time in lieu of the former optional holiday time off, granted to other County employees.

Sick leave is cumulative from year to year. RP shall be required to document work hours only as they apply to claimed sick leave. Upon completion of the residency program, an RP shall be reimbursed for twenty-five percent of unused sick leave, which has accrued after May 1, 1988. Cashout of sick leave shall include, in addition to base pay, oncall, emergency duty and auto allowance compensation. The RP on sick leave shall not be responsible for arranging coverage in his/her absence.

It is agreed that the existing County policy concerning donation of leave time to other employees in the event of serious illness or injury applies to the RPs. A copy of the policy, A Voluntary Time Bank for Serious Illness or Injury Leave shall be available to the RPs in the Residency Program Office.

30. DISABILITY, MATERNITY AND ADOPTION LEAVE

The RP shall be covered under the disability plan pursuant to Section 32, "Disability Insurance" of this agreement for the period of disability as determined by the RP's personal physician. The County shall reimburse the difference between the disability payments and the RP's regular salary, oncall pay and emergency duty pay using all or any portion of accrued sick leave, holiday, and/or vacation time and/or any donated time by another County employee according to the County policy. Additional unpaid time may be granted in accordance with Section 22, "Leave of Absence".

For the purpose of adoption, the principal caretaking parent will be eligible for up to four (4) weeks of leave. This leave may be charged to accrued holiday or vacation time. Sick leave may be used if the RP is considered to be disabled for work by his or her physician or if the adopted child is ill. Should paid leave time be exhausted, a leave of absence pursuant to Section 22 may be requested.

Upon request of the RP and with approval of the Director, Family Practice Residency Program, reasonable accommodation shall be made for RPs who are deemed partially disabled for any reason, including pregnancy, by their personal physician. Such approval shall not be unreasonably withheld. This may include assignment of electives and rotations appropriate to their condition, medical treatment, relief of a reasonable and limited amount of night call and exposure to particularly harmful disease, radiation and chemicals. Such requested changes shall be in conformity with the rules of the RP's specialty board. Unless RP's personal physician declares that the RP is unable to work, RP may continue to work as long as he or she performs the modified duties in such a way as to meet satisfactory levels appropriate to the specialty board and program needs as determined by the Director, Family Practice Residency Program.

Any child or day care services provided to other County employees shall be available to RPs.

RPs shall provide as much notice to the Director, Family Practice Residency Program as possible for leaves, which may be necessary pursuant to this section, and when possible, the RP shall assist with arranging coverage during his or her absence.

31. LIFE INSURANCE

All RPs shall be provided with twenty thousand dollars (\$20,000) life insurance at no cost to the RP.

32. MEDICAL DENTAL AND VISION INSURANCE

Medical care, dental and vision insurance shall be offered to RPs and their immediate family dependents by the County through the insurance plans which the County makes available to the majority of employees. The County agrees to maintain its current level of contribution to insurance premiums, through the flexible benefit plan concept for the insurance plans used by RPs.

It is further agreed that any co-payment or fees agreed upon will be no higher for the RPs than the least amount of money paid by any other represented bargaining units. The Union asks to be informed of any changes or improvements in countywide benefits, which have occurred, or may be contemplated with the other employee organizations.

During unpaid leave, insurance coverage will continue as provided by the County's Family Medical Leave Policy and/or for a period of fourteen days after the date of the RP's final paycheck. The RP may continue coverage by arranging payment to the County for the coverage.

33. DISABILITY INSURANCE

The County shall pay no more than \$66.00 per quarter to provide RPs with either group or individual (the individual as available, being a non-cancelable and portable insurance) with Disability Income Protection Insurance sponsored by CAIR (California Association of Interns and Residents) or a comparable plan. Eligibility, including enrollment in the plan, shall be the responsibility of the individual RP.

34. DEPENDENT CARE/MEDICAL EXPENSE REIMBURSEMENT PROGRAM

During open enrollment RPs may voluntarily elect to participate in the County Dependent Care Assistance Plan and the Medical Expense Reimbursement Program at a monthly cost to the employee.

35. PGY DETERMINATIONS AND ADVANCEMENT

- A. The salary of an RP shall be based on his/her appropriate Post Graduate Year (hereinafter "PGY"), which shall be determined as follows:
1. An RP who has not completed at least one year of service in an ACGME accredited training program shall be placed at the PGY I level.
 2. Upon recommendation of the Director, Family Practice Residency Program with final approval of the Managing Director, Health Services Agency, an RP who has completed one or more years of service in an ACGME accredited "Family Practice, Internal Medicine, Pediatrics or rotating internship training program" may be paid at that PGY level which equals the number of such years of service, to a maximum based salary equal to the PGY 3 level (e.g., a RP who has completed one year of service in such training program may be paid at the base pay established for RP II, even though the RP has been selected to fill a RP I slot).

- B. An RP who, during the term of this agreement, successfully completed his/her service for a year and is reappointed to serve an additional year shall be advanced to the next higher PGY level.
- C. A year of service in a training program as referred to herein shall mean a year of service in a training program, which has been certified as having been completed by the previous Residency Program Director and approved by the Director, Family Practice Residency Program

36. EMPLOYMENT CONDITIONS AND REDUCTION-IN-FORCE

A. Continuance of Standards

The parties agree that massive changes are occurring in the health care field, which may have economic and financial impact upon the County, which may change the delivery of health care services to the community and which could affect the continuance of the Residency Training Program. In recognition of the County's desire to be able to fulfill its commitment to the current residents, the parties agree to the following:

1. There shall be no hiring of entering first year Resident Physicians by the County, or other entity acting for or on behalf of the County, unless there is clear indication that full commitment and funding is, or will likely be available, to continue all then incumbent and incoming Residency positions through a full three year residency.
2. Should the County undertake a partnership, amalgamation, consortium, affiliation or other such combination to provide health care services, the County will make good faith efforts to continue a residency training program and the employment of Resident Physicians. In such case, and if the County remains the employer of the Resident Physicians, and maintain control of the resident physicians, the County will continue all terms and conditions as found within this Agreement unless so modified by subsequent Agreement.
3. In the event the Health Services Agency will no longer administer or control the Family Practice Residency Program for any reason, the County will make good faith efforts to provide an alternate residency site within the county health care community, at least until such time as all incumbent Resident Physicians have finished their residency.
4. The County agrees that should it cede authority, control or administration over the residency training program to a third party, the County shall advise the new employer of the existence of this Agreement and shall write a letter encouraging the new employer to comply with the terms and conditions.

B. Reduction-In-Force

Although the greatest effort will be undertaken by the parties to assure that there is funding available for the full employment of entering and incumbent Resident Physician positions, it is recognized that events might occur which would negate the commitment to continued employment of the residents as provided by sub-section I herein and necessitate a reduction in the number of RP positions. In such event, the County shall notify the Union:

1. Within thirty (30) calendar days of the making of a decision to discontinue the residency training program for any reason.
2. At least ninety (90) calendar days prior to a reduction in the number of incumbent RPs.
3. At least thirty (30) calendar days prior to the intern match cutoff date of any proposed reduction of the number of incoming RPs. The County will make a good faith effort to notify the Union at least sixty (60) days prior to the intern match cutoff date of any proposed reduction in the number of incoming RPs.
4. Within seven (7) calendar days upon receipt from the Liaison Committee on Graduate Medical Education of any notification on non-accreditation or probation or similar change of the professional status of the residency training program.
5. At least ninety (90) calendar days prior to the date the Residency Program will be discontinued because the County is no longer operating facilities necessary to meet the accrediting standards for Residency Training Programs, no other acceptable alternative is available and the County is unable to provide continued employment.
6. The order of reduction shall first be with new RPs to be selected for employment in the program. Should additional reductions be necessary, they will occur initially with RP Is, then RP IIs and finally with reduction of RP IIIs.

Absent the requirement for notice as set forth herein, the incumbent RP shall be allowed to complete the contract year (ending July first) and shall be notified by January first of the contract year of the County's intent to terminate such individual contract.

In the event that a reduction of the number of residents in the program becomes necessary for any reason, and prior to any such reductions, the County agrees to meet with the Union upon the request of the Union, to attempt to assure the least damaging way of making such reductions. Every effort will be made by the County to allow incumbent RPs to complete the final two years of residency in an accredited training program.

In any event, the County agrees to meet and confer with the Union regarding any change, which would have a substantial impact upon RP wages, hours or other terms and conditions of employment. The County shall provide a copy of the current financial report of the hospital to the Union upon request.

Nothing contained in this section shall be construed to affect existing rights of the parties regarding release of the RP from the program due to performance as provided for in MOU Section 43.

37. INDIVIDUAL CONTRACTS AND TERMINATION BEFORE EXPIRATION DATE

Each RP shall, prior to employment, receive a written contract, not inconsistent with any of the provisions herein, which shall not be limited to, and at a minimum shall set forth the County's commitment to such RP in the following areas: a) maintenance of elective and rotational schedules consistent with the requirements of the ACGME, and b) compensation.

Upon first entering the program, an RP's individual contract shall be available for him/her to sign by March 15 and shall be signed by the RP by April 15, or as close as possible to these dates for new RPs.

The individual contract shall be in full accordance with this memorandum and shall be provided to the Union.

RPs entering the program shall be employed with full salary and full eligibility for benefits effective upon the date that they are directed by the Director, Family Practice Residency Program to report for orientation.

The parties recognize that an RP may terminate his or her individual contract by giving a sixty (60) calendar day notice to the Director, Family Practice Residency Program. An RP terminating their individual contract with less than a sixty (60) day notice shall not be eligible to cashout any unused vacation time or sick leave as provided by this MOU.

38. LIABILITY INSURANCE COVERAGE

- A. The County shall indemnify, save and hold RP harmless from and against any and all liabilities, loss, or damage, costs and expenses, including legal fees, which may be sustained or incurred by reason of negligent acts or omissions arising out of RP's performance of activities which are within the course and scope of their contractual duties as a resident physician of the Health Services Agency and its approved clinical activities and approved clinical activities within Stanislaus County. Elective educational activities approved and performed within Stanislaus County are covered. Elective activities performed outside of Stanislaus County are not covered by the County's liability insurance coverage.
- B. The coverage provided by County shall be excess over any other valid and collectable insurance for all or part of a claim made against RP for any act or omission hereinabove set forth. Insurance covering any such act or omission provided under any affiliation agreement with another institution shall precede the operation of the coverage by the County, which shall be excess coverage.
- C. RP, as a condition of coverage, shall provide written notice to the Managing Director, Health Services Agency, not later than thirty (30) days of any act or omission which has or may result in a claim or suit against RP and about which he/she has received actual or constructive notice (written, oral, or otherwise).
- D. In the event that legal action is taken against RP for an act or omission hereinabove set forth, the County shall defend such action, however, County may reserve any and all rights of defense and/or indemnification if an action or claim is brought against RP which alleges punitive damages. No suit shall be settled without the approval of the Managing Director, Health Services Agency after consultation with the RP in question and/or his or her representative. RP shall cooperate with County in the defense. County shall defend any suit against RP as set forth hereinabove, seeking compensatory damages, even if all or part of such allegations are groundless, false or fraudulent. County shall pay, in addition to any such proven damages which are claimed against RP all legitimate costs and interests as may be taxed against RP based upon a judgment or settlement. County shall also pay all premiums on any appeal bond, which may be required in the defense of an action against RP.
- E. County shall exercise the right to adjust, settle, defend or compromise any claim(s), suit(s), or judgment(s) in respect to any obligation or liability of RP as is deemed expedient to do so; and shall be,

to the extent hereinabove set forth, the obliger in arranging payment thereof for all legal obligations of RP for which the County is determined to be the indemnitor hereunder.

- F. In the event the RP is covered by any valid and collectable insurance which is deemed primary, the primary insurance carriers shall be requested to assume the responsibility to adjust, settle, compromise or otherwise dispose of any or all claims within their limits of liability. County will respond on an excess basis only.
- G. The County acknowledges its responsibility to provide for the defense and indemnification of Resident Physicians for any and all claims, actions, losses, damages, or costs, including all costs of defense, which rise out of RP's performance of duties, which are within the course, and scope of their contractual duties as employees of the County.

As an example, a RP will continue to have coverage for work performed (as described above) while in the residency program, after the resident has left employment with the County.

- H. RP shall contact the Managing Director, Health Services Agency in the event he or she is contacted by anyone regarding a matter concerning professional malpractice and prior to providing any information regarding such matter or matters at any and all times.

39. SAFETY AND WORKERS' COMPENSATION

RPs shall be covered under Workers' Compensation pursuant to the laws of the State of California. RP agrees and acknowledges that the County will not provide Workers' Compensation insurance for services rendered for non-County employers.

The parties acknowledge the mutual responsibility to provide a working environment free from unsafe or harmful working conditions. The parties further agree to strive to reduce the number of job related illness or injuries. The Union agrees to support and encourage its members to participate in such safety training as the County may require; to wear such safety equipment as is required by the County; and to adhere to such safety procedures governing methods of work or equipment as also may be required. The County will purchase or reimburse employees for purchase of any personal safety equipment specifically required by the County in order to comply with applicable provisions of the law.

One Union representative will volunteer to serve on the Health Services Agency Safety Committee.

The parties agree that employees receiving workers' compensation payments will have the option to request those payments to be supplemented by earned holiday compensatory time off, vacation or sick leave which the employee has accrued to a level that would provide the employee with compensation not exceeding the employee's base salary.

40. PROFESSIONAL RESPONSIBILITIES AND WORKING CONDITIONS

The County recognizes that RPs are physicians who have professional responsibilities for the care and treatment of patients. The Union recognizes the County has a responsibility to provide medical care to its citizens in accordance with applicable law. The RPs agree to support the County in discharging this responsibility by providing professional medical services in County facilities to the best of their abilities. Such

services will be provided by RPs in accordance with the current job classifications of RP I/II/III. Both the Union and the County recognize that the quality of patient care is directly related to supportive and ancillary services.

Supportive and ancillary services are those services commonly provided by hospitals, which free physicians from non-physician tasks and permit them to devote their time to providing patient care. Supportive and ancillary services also include adequate translation services, social worker services, patient education services, medical library services, medical records, radiological services and laboratory services including phlebotomy. Medical Library facilities shall be provided in accordance with the accreditation standards of the Liaison Committee on Graduate Medical Education. Such services also include adequate physical therapy, speech therapy, dietary services and nurse staffing.

As in accordance with current policy, RPs shall not regularly or recurrently be assigned or expected to perform duties outside of their current RP I/II/III classifications, which are appropriate to other positions such as laboratory technologists, ward clerks, IV or blood drawing technicians, patient transport, or data and report retrieval and filing.

41. WORK SPACE

Adequate workspace is essential for the care and treatment of patients. In order to ensure the efficient delivery of quality care the County agrees to create a resident physician workspace committee, which will meet with residents on a regular basis to explore ways to maximize the efficient use of current space and to increase overall workspace for residents.

This committee will be composed of housestaff representatives, which are selected by the CAIR/CIR chapter officers, and County representatives appointed by Health Services Managing Director. County representatives will include the Residency Program Director, the HSA Managing Director, the Family Practice Clinic Manager and any other personnel that will help in the business of the Committee.

The committee will meet as needed but will hold at least one meeting in June of each year to discuss workspace issues for the next residency year. The Union will make initial contact to inform Agency management of their availability for the scheduling of June meetings.

For the first contract year, it is agreed that a workspace meeting will be arranged within thirty days of signing the contract. The County will make every effort to implement Committee agreements in a timely way.

42. COMPUTER EQUIPMENT AND ACCESS TO RECORDS

The County will provide RPs full access to DMC medical records and Internet access. Full access to the above includes access in the Family Practice Clinic during all hours of clinic operation. Access in the Family Practice Clinic will be through the mutually agreed upon placement of EPRS access points contained in Sideletter #1 to this MOU. The County will not be held responsible for system failures or related problems beyond its control.

43. GRIEVANCE PROCEDURE

The parties agree that the attached County "Grievance Procedure" shall be the procedure to handle all disputes related to interpretation of the Memorandum of Understanding. The parties agree that the County's "Procedure for Settling Grievances and Complaints" shall remain in effect during the period of this agreement. Further, the parties agree that the attached "EEO Grievance Procedure" shall be the procedure to handle claims of discrimination at a local level. This does not preclude the RP's individual right to seek resolution to an EEO grievance through the Federal or State agencies.

44. DISCIPLINE

All RPs will have access to their personnel files for inspection and to make copies. An RP shall be given a copy of any evaluation material placed in his/her file and will have the right to respond to any evaluation statement by a written statement which shall be added to the file. RPs will be permitted to challenge the validity of any document in their files through the "Residency Policies", Section XXI "Resident Review Procedures" dated July 1, 1994.

There shall be no disciplinary action taken against an RP except for cause and pursuant to and after completion of procedures herein provided as part of the "Residency Policies" Section XXI "Resident Review Procedures" dated July 1, 1994. No RP's paycheck shall be withheld for disciplinary reasons, except after full compliance with the procedures herein provided.

It is understood that an RP may be reassigned from medical responsibilities without a hearing where his/her continued presence is deemed to imperil the successful operation of the hospital. Following such reassignment by the Director, Family Practice Residency Program, the RP shall have recourse as provided through the "Hearing and Appellate Review Procedure" as contained in the Stanislaus Medical Center Medical Staff "Bylaws". At the RP's discretion, representation by the Union may be provided for the RP at any such hearings.

When disciplinary action against an RP is contemplated either by the Director, Family Practice Residency Program or the Managing Director, Health Services Agency a written statement setting forth the charges, proposed disciplinary action and right to grieve the discipline, through applicable Health Services Agency Bylaw procedure, shall be simultaneously presented to the RP and the Union.

Grievances arising under this section, which relate to the application of the Bylaws of Health Services Agency, shall be processed in accordance with the attached County grievance procedure.

The "Resident Policies", Section XXI "Resident Review Procedures" dated July 1, 1994 have been amended to include the HOPE Committee (House Officer Promotion and Evaluation).

45. NO STRIKE

The parties agree that during the life of this agreement there shall be no strikes, lockouts, slowdowns, sick-ins or work stoppages of any kind for any reason.

46. COUNTY RIGHTS

Stanislaus County retains the exclusive right, except as expressly stated herein, and consistent with provisions of County Ordinances, Resolutions, Memoranda of Understanding and other written policies, to operate and

direct the affairs of the departments of County government in all of their various aspects, including, but not limited to, the right to direct the workforce; to plan, direct and control all of the operations and services of the County; to determine the methods, means, organization and schedule by which such operations and services are to be conducted; to assign and transfer employees within the various departments; to hire; promote, suspend, demote, discharge, reprimand and evaluate employees; to relieve employees of duty due to lack of work or other legitimate reasons set forth in the County reduction-in-force policy; to change or eliminate existing methods, equipment or facilities in order to maintain or increase the efficiency of governmental operations; and to exercise complete control and discretion over its organization and the technology of performing its work. Nothing contained in this chapter shall be construed to preclude consultation, or the requirement to meet and confer when appropriate, between employer and employee concerning the practical consequences that decisions on these matters may have on wages, hours and terms and conditions of employment.

47. NEGOTIATORS

The County shall agree to allow three designated negotiators reasonable time off, with prior department head approval, during meeting and conferring sessions with the County. The Union shall agree to provide the County with a list of RP negotiators in advance of the initial bargaining session. The list of resident negotiators shall include the names of three primary negotiators as well as three alternates. It is agreed that due to some unusual circumstance the residents may need to modify the list of negotiators and will do so with prior notice to the County of such a change.

48. FINAL CLEARANCE

Certification of completion of the program and final payment for service will be contingent upon RP having, on or before date of regular or early termination of agreement, returned all hospital and/or County property such as books, equipment, uniforms, etc.; completed all records; and settled his/her professional and financial obligations. A formal checklist clearance will be provided.

49. SEVERABILITY

It is not the intent of the parties hereto to violate any laws, ruling or regulations of any governmental authority or agency having jurisdiction over the subjects of this collective bargaining agreement, and the parties hereto agree that in the event that any provisions of the agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings or regulations, nevertheless, the remainder of the agreement shall remain in full force and effect unless the parts so found to be void are wholly inseparable from the remaining portion of this agreement.

50. FULL UNDERSTANDING

It is understood by the parties that these provisions fully set forth the agreement of the parties in the matter of wages, hours, terms and conditions of employment as herein specified. Parties agree that these understandings may be amended by subsequent agreement of the parties.