PREAMBLE

This Memorandum of Understanding ("MOU"), entered into by the Kern County Hospital Authority (the "Authority"), which owns and operates Kern Medical Center ("KMC"), and Committee of Interns and Residents/Service Employees International Union Local 1957 ("CIR/SEIU"), has as its purpose the setting forth of the full and entire understanding of the parties regarding the matters set forth herein, reached as the result of good faith negotiations regarding the wages, hours, and other terms and conditions of employment of the resident physicians covered hereby. Pursuant to Government Code section 3505.1, this MOU is jointly submitted and recommended for approval, and implemented in accordance with its terms, to the Kern County Hospital Authority Board of Governors.

ARTICLE I – RECOGNITION

Section 1. Union Recognition

On January 12, 2010, CIR/SEIU was approved and certified by the Kern County Board of Supervisors as the exclusive bargaining representative of all interns, residents, and fellows ("resident physicians") employed by the County of Kern on behalf of KMC. The Authority continues to recognize CIR/SEIU as the exclusive bargaining representative of all resident physicians employed by the Authority, pursuant to Health and Safety Code section 101853.1(d)(1).

Section 2. Full Understanding; Modifications; Waiver

This MOU sets forth the full and entire understanding of the parties regarding the specific matters set forth herein and any other prior or existing oral or written understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as specifically provided herein, it is agreed and understood that each party hereto voluntarily and unqualifiedly waives its right and agrees that the other shall not be required to negotiate with respect to any subject or matter covered herein, during the term of this MOU.

No agreement, alteration, understanding, variation, waiver, or modification of any terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by the parties hereto, and approved by the Kern County Hospital Authority Board of Governors.

Waiver of any violation of this MOU, or failure to enforce any of its terms shall not constitute a waiver of the right to future enforcement of any of its terms.

Section 3. Authorized Agents

For the purposes of administering the terms and provisions of this MOU:

A. The Authority's principal authorized agent shall be the Chief Executive Officer or his/her duly authorized representative (Address: 1700 Mount Vernon Avenue, Bakersfield, California 93306; Telephone (661) 326-2102), except where a particular Authority representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

B. CIR/SEIU's principal authorized agent shall be the President of CIR/SEIU Local 1957 or his/her duly authorized representative (Address: 1545 Wilshire Boulevard, Suite B02, Los Angeles, California 90017; Telephone (213) 628-3342).

Section 4. Status

Notwithstanding any other provision of this MOU, CIR/SEIU acknowledges and agrees that the resident physicians are appointed as physicians-in-training in graduate medical education training programs sponsored by KMC (individually and collectively, the "Program") and that this MOU does not confer upon any resident physician a benefit, promise, or other commitment that they will be appointed for a period beyond the date set forth in their individual Graduate Medical Education Agreement.

ARTICLE II – GENERAL PROVISIONS

Section 1. Dues and Union Security

All resident physicians covered by this MOU shall, as a condition of employment, either:

A. Become and remain members of CIR/SEIU in good standing during the term of their employment, it being understood that membership in good standing on the part of a resident physician shall mean the tender by such resident physician, of the periodic dues uniformly required as a condition of employment; or

B. Pay an agency fee to CIR/SEIU.

No discrimination or reprisal shall be visited against any such resident physician by either party based upon membership or non-membership in CIR/SEIU.

CIR/SEIU shall have the exclusive right to the check-off and transmittal of dues and agency fees on behalf of each resident physician in the unit, said dues and agency fees to be checked off monthly from the paycheck of each resident physician, pursuant to the directive of CIR/SEIU, in such amounts as CIR/SEIU shall establish. The Authority agrees to forward said dues and agency fees by the 15th day of the month after they are collected.

Any Resident physicians who have authorized union dues deductions on or before the effective date of this MOU or at any time subsequent to the effective date of this MOU, shall continue to have such dues deduction made by the Authority during the term of this MOU; provided, however, that Resident physicians may terminate such union dues deduction each year during the period August 1 to August 15 by notifying CIR/SEIU of their termination of union dues deduction. Such notification shall be my US mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, and department name. CIR/SEIU will provide the Authority with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period.

The Authority agrees to a union dues check-off system whereby dues, as certified by the CIR/SEIU to be current, will be deducted and paid to CIR/SEIU, subject to the provision of the County of Kern Employer-Employee Relations Resolution ("EERR"), or any successor Employer-Employee Relations Resolution adopted by the Kern County Hospital Authority Board of Governors.

CIR/SEIU agrees to pay a service fee to the Authority for payroll deduction for union dues, or other assessments. The payroll deduction service fee shall be five cents ($0.05) per deduction per biweekly payroll period.

By May 31 of each year, KMC shall forward to CIR/SEIU a list of all confirmed resident physicians in the bargaining unit, compiled from the KMC's records, which list shall include designation by post-graduate years, fellowship titles, personal email addresses, if any, and home or mailing addresses, assuming this information is available at that time. No later than June 30 of each year or when all pre-employment requirements have been successfully completed, whichever occurs first, CIR/SEIU shall receive a list of all incoming resident physicians, including their names, departments, employee identification numbers, work email addresses, and work telephone numbers.

Section 2. Agency Fee

A. Scope – Each resident physician hired into Bargaining Unit Z shall, either (1) become a member of CIR/SEIU to the extent of rendering periodic dues uniformly required for membership, or (2) pay to the CIR/SEIU a biweekly representational fee. Such representational fee shall be an amount uniformly established by the CIR/SEIU.

B. Indemnification – CIR/SEIU shall indemnify the Authority and hold it harmless against any and all suits, claims, demands or other liabilities, including the Authority's reasonable attorneys' fees, that may arise out of or by reason of any action taken by the Authority for purposes of complying with this Section 2.

C. Challenges – Challenges to the Agency Fee shall be addressed as set forth in the California Public Sector Representation Fee Notice provided by CIR/SEIU.

D. Agency Fees and the challenges thereto shall not be subject to Article VIII, Grievance and Arbitration Procedure.

Section 3. Political Action Check-Off

Upon receipt of written authorization from a resident physician in a form submitted by CIR/SEIU, and warranted by it to comply with all applicable laws and regulations, the Authority shall, on a biweekly basis and pursuant to such authorization, deduct from the wages due the resident physician the sum specified in said authorization. The Authority will remit the authorized amount to a fund established, pursuant to applicable law, to receive contributions to be used for political purposes.

It is specifically understood and agreed that the Authority assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and CIR/SEIU agrees that it will indemnify and hold the Authority harmless for any claims, judgments, actions, or proceedings made or brought by any resident physician(s) arising from deductions made by the Authority pursuant to this Article or the expenditure of such funds by CIR/SEIU. After deductions are remitted to CIR/SEIU, the disposition thereof shall be the sole and exclusive obligation and responsibility of CIR/SEIU. It is further understood and agreed that the Authority's performance under this Article is not an endorsement of any expenditure on the part of CIR/SEIU.

Section 4. Safety and Security

The Authority shall provide a healthy and safe work environment for resident physicians and comply with local, state and federal health and safety laws.

A. Personal Protection/Infection Control and Precautions - Resident physicians shall adhere to all KMC infectious disease policies and protocols which may be revised from time to time.

B. Personal Safety - In conjunction with the annual call room walk-through as outlined in Article III, CIR/SEIU and the Authority shall conduct an annual safety and security walk-through to identify and address any security issues or concerns of the resident physicians. After the walk-through is completed, CIR/SEIU and the Department of Medical Education or designee shall generate a report of any issues or concerns regarding safety and security and present it to the KMC Director of Security. In addition to the walk-through, any security concerns shall be addressed in meetings of the Resident Advisory Council.

Section 5. Direct Deposit

The Authority shall require that all resident physicians receive their pay and qualified expense reimbursement via direct deposit.

Section 6. Issuance of Certificates

Each resident physician shall, upon satisfactory completion of the Program and satisfaction of the Program's requirements and the responsibilities contained herein, receive a Certificate of Completion within one month of completion of the Program.

Section 7. Library

The Authority shall provide and maintain medical library services as outlined in the Resident Policy Manual and in accordance with the Accreditation Council for Graduate Medical Education ("ACGME") guidelines.

Section 8. Return of Materials

At the time of termination from the Program or in the event of termination of the Program, resident physicians shall: (a) return all KMC property, including, without limitation, books, equipment, keys, pagers, paper, personal digital assistant (PDA) and uniforms; (b) complete all necessary records; and (c) settle all professional and financial obligations.

Section 9. Fitness

Subsequent to the commencement date of the individual Graduate Medical Education Agreements, resident physicians shall submit to periodic (post-appointment) health examinations and tests, which may include tests for drug use or alcohol abuse, as are deemed necessary by the Program to ensure that the resident physician is physically, mentally, and emotionally capable of performing essential duties or are otherwise necessary to the operation of the Program. Resident physicians agree to meet applicable standards for immunizations in the same manner as all KMC personnel. The results of all examinations shall be provided to the KMC employee health department. Resident physicians agree to comply with the KMC requirements concerning resident physician health status during the term of this MOU, as these requirements may be changed by KMC from time to time.

Section 10. Deductions and Contributions

The Authority shall withhold from the compensation paid to each resident physician applicable state and federal income taxes and other required deductions. The Authority shall pay the employer's portion of FICA 1 (Social Security) and FICA 2 (Medicare) contributions, and all other employer taxes and insurance, as applicable and as required by law.

ARTICLE III – RIGHTS OF PARTIES

Section 1. Bulletin Boards

The Authority agrees that CIR/SEIU may provide a standard bulletin board (not to exceed 24" x 36") for placement adjacent to existing Authority bulletin boards. Posting of notices is governed by provisions of the EERR. Resident physician representatives may post CIR/SEIU communications dealing with official CIR/SEIU business on Authority-approved bulletin boards. A copy of each communication shall be filed with the Human Resources Department. CIR/SEIU agrees not to post any notices that concern job actions or the political activities of CIR/SEIU.

The Authority reserves the right to remove any bulletin board notice that does not conform to the above standards. CIR/SEIU shall be given immediate notice of any material that is removed, and the Authority agrees, if requested by CIR/SEIU, to meet and discuss this removal as soon as it is mutually convenient.

The Authority and CIR/SEIU further agree that CIR/SEIU may continue to use the Authority mail, e-mail system, and pager system for official CIR/SEIU business in accordance with Authority rules relating to the use of Authority mail and e-mail. The Authority's mail and e-mail systems shall not be used for any communications dealing with job actions or political activities of CIR/SEIU.

Failure of CIR/SEIU to adhere to the use of the Authority's mail and e-mail systems in the above manner shall result in its revocation as a privilege extended to CIR/SEIU by the Authority.

Section 2. Claims Review

Resident physicians covered by this MOU who lose or damage their personal property in the course of their employment may process a claim for reimbursement in accordance with the Authority's claim review procedure.

Section 3. Nondiscrimination

The Authority agrees not to discriminate against any resident physician for his/her activity on behalf of, or membership in, CIR/SEIU, as stated in the EERR. Both parties shall comply with all applicable federal and state laws prohibiting discrimination against any resident physician on the basis of race, color, creed, religion, age, sex, marital status, physical disability or the resident physician's inclusion in a legally protected class.

Section 4. Access to Files

Resident physician performance evaluations will be provided in accordance with Authority policy and ACGME requirements.

All resident physicians shall have the right to access and review all documents placed in their individual academic, departmental, and employment files during the term of their appointment, excluding pre-appointment references. Copies shall be provided at the Authority's expense within five business days where a reasonable need therefore is established. The Authority will provide records once per year at the Authority's expense. Resident physicians should make all requests for access and review of their individual files to the Department of Medical Education. Access shall be provided within two business days of the request.

Section 5. Resident Physician Representatives

CIR/SEIU representatives shall have access to KMC and its clinics for the purpose of monitoring the administration of this MOU and grievance investigations. The number of representatives is determined by CIR/SEIU constitution, which maybe be amended from time to time.

Prior to entering a work location to conduct a grievance investigation or to process a grievance, the resident physician representative shall inform the supervisor of his/her presence. The affected resident physician shall be released to meet with the resident physician representative unless leaving the job would cause an undue work interruption, in which case the resident physician shall be released as soon as practicable thereafter.

Section 6. Resident Physician Lists and Orientation

It is recognized that CIR/SEIU has a need to communicate with its dues paying members in a timely and efficient manner and in order to alert new resident physicians of their right to belong to a union. Therefore, it is agreed:

A. Monthly, if not prohibited by urgency of Authority business, the Authority will provide CIR/SEIU with the change of addresses of its dues paying members and new resident physicians of the Authority.
B. The cost to the Authority of providing such addresses shall be borne by CIR/SEIU through monthly billing.
C. If CIR/SEIU receives the addresses of a non-dues paying member (other than new resident physicians), it agrees not to use the addresses for any purpose, including CIR/SEIU business.
D. Should any disputes arise regarding the application of this Section, they shall be discussed and resolved between CIR/SEIU and the Human Resources Department.

CIR/SEIU shall have access to resident physicians during new resident physician orientation including 45 minutes on the agenda to give a presentation to the incoming resident physicians.

Section 7. Pagers

Each resident physician shall be provided with a pager in accordance with KMC policy.

Section 8. Call Rooms – Lounges

The Authority shall provide on-call rooms as provided for in the Resident Policy Manual and in accordance with ACGME guidelines. On-call rooms shall be equipped with functioning computers with intranet and internet access and telephones. On-call rooms are for on-call resident physician use only, and are not to be used for spouses, children, and guests to spend the night.

On-call rooms shall be kept clean and tidy for the next person on-call. Housekeeping service is available to empty the trash and replace the linens. During daytime hours, housekeeping personnel shall be allowed to perform their duties. Concerns with housekeeping services should be reported to the Program Director immediately.

Resident physician on-call rooms shall be equipped with a functional lock. KMC shall provide reasonable notice to CIR/SEIU of any change in location of the on-call rooms.

An annual walk-through and survey of the on-call rooms shall be jointly conducted by CIR/SEIU and the Chief Academic Officer or his/her designee, if requested by CIR/SEIU, to assess the status of the on-call rooms and to ensure ACGME guidelines and compliance with this MOU. The walk-through shall take place during the month of October. CIR/SEIU and the Chief Academic Officer or designee shall generate a report of any repairs needed to be made to the call rooms and present it, through the Chief Academic Officer or designee, to KMC Administration for repair.

In conjunction with the annual call room walk-through, CIR/SEIU, Chief Academic Officer or his/her designee, and the Chief Information Officer or his/her designee will conduct an annual IT walk-through to assess medical technology needs. The results of this walk-through shall be provided, in writing, by KMC at the labor management or the CIR/SEIU-KMC Patient Care Committee meeting. Resolution of issues identified in the IT walk-throughs will be addressed at the CIR/SEIU-KMC Patient Care Committee meetings. Any issues that arise out of the IT walk-through will be resolved within a reasonable timeline.

Section 9. Duty Hours

Each resident physician shall perform his/her duties during such hours as the Program Director may direct in accordance with the policies and requirements of the Program, subject to periodic modification and variation as determined by the Program Director depending upon the clinical area to which a resident physician is assigned and exigent circumstances. All duty hours shall be in accordance with state, federal, ACGME and other applicable requirements. The call schedules and schedules of assignments shall be made available to resident physicians. Changes to these schedules shall be available in the office of each Program Director. Resident physicians shall comply with all assigned schedules in a timely fashion.

Completion of a time-study survey recorded in E*Value is required from each resident physician on a continuous basis. Program Directors will consistently monitor the duty hours in support of the physical and emotional well-being of the resident physicians, prevention of sleep deprivation, and assess resident physician fatigue based on these records.

The Authority will adhere to the provisions of the Resident Policy Manual, ACGME, and other applicable requirements governing sleep deprivation and fatigue.

Section 10. Parking

Parking is provided in accordance with KMC policy, which may be revised from time to time. Certain parking areas require a parking sticker and gate card. Resident physician parking areas and restrictions are provided as outlined in the Resident Policy Manual. If requested, KMC shall provide escort services for resident physicians when going to and from parking lots and other buildings on the hospital campus.

Reimbursement of parking while on rotations outside of Kern County is outlined in ARTICLE VII.

Section 11. Strikes and Lockouts

During the term of this MOU, the Authority agrees that it will not lock out resident physicians, and CIR/SEIU agrees that it will not engage in, encourage, or approve any strike, slowdown, or other work stoppage growing out of any dispute relating to the terms of this MOU. CIR/SEIU shall take whatever possible lawful steps necessary to prevent any interruption of work in violation of this MOU. Furthermore, CIR/SEIU and the Authority recognize that the grievance and arbitration procedures contained in this MOU shall be used to resolve any and all controversies in any way arising out of, or concerning, any language in the MOU.

Section 12. Out of Title Work

The Authority shall adhere to the Educational Curriculum/Scholarly Activity requirements as outlined in the Resident Policy Manual and the ACGME guidelines.

Section 13. Representation on Committees

The Authority shall adhere to the hospital and Medical Staff committee requirements as outlined in the Resident Policy Manual and the ACGME guidelines.

Section 14. Resident Physician Education

The Authority shall make safety training available and/or provide web-based online safety training for resident physicians. Resident physicians who staff the Emergency Department and Psychiatric Emergency Center shall also receive training on how to de-escalate violent patients.

Upon reasonable notice, the KMC Director of Security or designee shall attend regularly scheduled meetings of the Resident Advisory Council to discuss resident physician safety and security concerns, safety and security initiatives, and changes within the hospital, recommendations for improvement, and other items and matters related to resident physician safety and security.

Section 15. Program Security

The Authority shall notify each resident physician affected and CIR/SEIU:

- As soon as reasonably possible of a decision to discontinue any Program for any reason.
- As soon as reasonably possible upon receipt from ACGME, or any other relevant accrediting body of any notification regarding non-accreditation or probation or similar change in the accreditation status of any Program.
- As soon as reasonably possible of a decision of a merger, closure, or change in the number of beds that has a substantial impact on any Program.

For resident physicians continuing in a Program for which accreditation is lost, KMC shall maintain levels of training, continue to provide rotations required for certification, and add ancillary and professional staff to cover losses in resident physician coverage. KMC shall take reasonable steps to try to gain full accreditation for the affected Program, to encourage resident physicians to remain in the Program, and to balance the service needs of KMC with the professional goals of the resident physicians involved.

Section 16. Resident Physician Impairment

It is imperative that resident physicians not have their performance impaired by drugs, alcohol, or other circumstances. For resident physicians who feel they may have such a problem, the Employee Assistance Program (EAP) and any other program offered by the Authority are available. Every reasonable encouragement and support shall be given for this purpose.

The EAP is available to all eligible resident physicians and their eligible dependents. The purpose of the EAP is to provide evaluation and if appropriate, short term counseling for issues which may affect work performance or personal life. Through a confidential self-referral process, any resident physician has an opportunity to discuss personal situations in strict confidence with a professional.

A Department Chairman or Program Director may also make a formal referral if he/she feels that a resident physician's job performance may benefit from this service. No resident physician shall be disciplined or terminated for being referred to the EAP; however, disciplinary action may be taken for any underlying behavior or clinical performance issue, independent of supervisory referral.

Section 17. Management Rights

The Authority shall retain all customary rights, powers, functions, and authority consistent with state law, local ordinances, or other rules, which shall include, but not be limited to the right to:

A. Determine the mission of the Authority, KMC, and departments;
B. Set standards of services;
C. Plan for and direct the work forces toward the organization's goals and strategic priorities;
D. Effect a reduction of authorized positions because of lack of work, or for other legitimate reasons; and
E. Determine work methods, numbers and classifications of personnel, and types of equipment required to accomplish an objective.

Section 18. Graduate Medical Education Agreement

Each resident physician, prior to his/her employment with the Authority, shall receive a written Graduate Medical Education Agreement consistent with then-applicable ACGME requirements. The form of individual agreement shall be furnished to CIR/SEIU, and if changed, a copy of any such changes shall be furnished to CIR/SEIU prior to its use. Each resident physician agrees to execute a Graduate Medical Education Agreement prior to his/her initial appointment as a physician-in-training in the Program and each academic year thereafter if reappointed to the next level of training.

Section 19. Labor-Management Agreement

The Authority and CIR/SEIU agree, if requested, to hold periodic meetings at a mutually acceptable time, date, and place to discuss issues related to working conditions, call room walk-throughs, meals, and facilities. Agenda items will be submitted one week prior to each meeting.

Section 20. Resident Patient Care Committee

The Authority and CIR/SEIU agree that quality patient care and appropriate working environments require sufficient medical equipment, technological support, access to medical educational resources for providers, and addressing patient discharge needs. The parties agree to continue a task force to consult on the development of a Resident Patient Care Committee. The task force will work collaboratively to develop the role of the Resident Patient Care Committee as it relates to issues including but not limited to best practices regarding quality patient care and documentation, medical equipment and technological support needs, patient discharge needs, and access to medical educational materials for providers and patients. The task force shall consist of a maximum of five members representing CIR/SEIU and a maximum of five members representing KMC including the Chief Medical Officer.

ARTICLE IV – PAID AND UNPAID LEAVES

Both the Authority and CIR/SEIU recognize that the use of any leave as described in this Article may require makeup time for purposes of completing Program requirements and Board certification eligibility, which is determined by the specific policy of each Board specialty and should be discussed with each individual Program Director. Resident physicians remain responsible for meeting the applicable time and other requirements of their Program.

Section 1. Vacation

A. During the first four years of consecutive service, each full time resident physician shall be credited with 160 hours (20 days) of vacation leave for each one-year term of service. Beginning with the fifth year of consecutive service, each full time resident physician will be credited with 176 hours (22 days) of vacation leave. Vacation leave shall accrue on the commencement date of the resident physicians' individual Graduate Medical Education Agreement, and shall be pro-rated from the commencement date of each academic year. The academic year begins on July 1. Vacation leave may be taken at any time thereafter.

Part-time resident physicians shall earn vacation leave at a rate proportionate to full time resident physicians, based on the number of regular hours worked by the part time resident physician per pay period in relation to 80 hours.

B. Vacation is to be taken at the mutual convenience of the resident physician and the Program Director. The standard vacation increment is a two-week block. (For the purpose of calculating vacation leave, a one-week block is defined as five days and includes Monday through Friday and contiguous weekend days preceding and following the five-day block.) This may vary from Program to Program. Increments less than one week shall be approved only under exceptional circumstances.

C. In general, vacation during the month of June shall not be granted. Vacation during the month of June shall be approved only under exceptional circumstances.

D. Vacation leave not taken at the expiration of each one-year term of service shall be credited to the next consecutive one-year term of service up to a maximum of 480 hours (60 days). If the maximum accrual amount is reached, the resident physician shall not earn (accrue) vacation leave until the vacation leave balance is reduced below the maximum.

E. Resident physicians shall be paid for accrued and unused vacation leave upon termination of employment.

F. All vacation leave must be approved in advance by the Program Director.

Section 2. Sick Leave

A. Each full-time resident physician shall accrue sick leave credit at the rate of 2.46 hours per biweekly pay period, for a maximum accrual of 64 hours (eight days) per year. Total unused sick leave accumulated shall not exceed a maximum of 321 hours (40 days). If the maximum accrual amount is reached, the resident physician shall not earn (accrue) sick leave until the sick leave balance is reduced below the maximum.

Part-time resident physicians shall earn sick leave at a rate proportionate to full-time resident physicians, based on the number of regular hours worked by the part-time resident physician per pay period in relation to 80 hours.

B. Resident physicians may be granted sick leave with pay up to the maximum number of hours of sick leave accrued as outlined in this MOU and under the terms and conditions set forth in the KMC Sick Leave Policy.

C. Accrued sick leave hours remaining at the expiration of each one-year term of service shall be credited to the next consecutive one-year term of service up to a maximum of 321 hours.

D. Resident physicians shall not be paid for accrued and unused sick leave upon termination of employment.

Section 3. Holidays

Resident physicians shall be entitled to all paid holidays authorized as official holidays for Authority employees. If a resident physician is scheduled for and works on an official holiday, the resident physician shall be granted an alternate day off. Resident physicians shall not be paid for accrued and unused holidays upon termination of employment.

Section 4. Fellowship/Post-Residency Employment Interviews

During the final year of the Program, a resident physician may take up to five days of paid leave for interviews related to fellowship training or post-residency employment.

Section 5. Leaves of Absence

A. Family Sick Leave: Resident physicians are entitled to use accrued sick leave to take time off for the illness of an immediate family member up to a maximum of 10 days per year. Immediate family member is defined in the KMC Family Care Leave Policy.

B. Family Care Leave: Family and medical leaves of absence (including leave for the birth and care of a newborn, placement of a child with an employee for adoption or foster care, care of a spouse, child, or parent who has a serious health condition or serious health condition of the employee) will comply with state and federal law and Authority policies.

C. Discretionary Leave: Resident physicians may be granted, upon proper written request and approval of KMC, the Program Director, and the Director of Medical Education a discretionary leave of absence without pay for personal reasons. Approval of such leave without pay under this section shall be conditioned on finding that:

(i) the situation or condition necessitating leave is not remedial by other means;

(ii) refusal to authorize leave will result in personal hardship or suffering for the resident physician or his/her immediate family; and (iii) the absence of the resident physician will not substantially interfere with the service of the affected clinical department and/or Program. All vacation leave and holiday hours must be exhausted prior to granting a discretionary leave. Whenever a resident physician who has taken a discretionary leave desires to return before expiration of such leave, the resident physician shall notify KMC in writing as least five calendar days in advance of the return. The resident physician shall promptly notify the Program Director and Director of Medical Education of his/her return. Discretionary leaves must comply with the KMC Discretionary Leave Policy.

Extended leaves for any reason may impact the successful or timely completion of the resident physician's progress toward completion of the Program. Resident physicians expressly acknowledge that training after a leave of absence may be required to satisfy the criteria for completion of the Program or eligibility for certification by the relevant certifying Board.

D. Bereavement Leave: A resident physician may be granted the use of up to 10 days of accrued sick leave for the death and/or funeral of a member of his/her immediate family. Immediate family member is defined as spouse, registered domestic partner, child, stepchild, foster child, grandchild, sibling, parent, step-parent, grandparent, and in-laws (parent, grandparent or sibling only).

E. Military Leave: Military leave is granted in compliance with state and federal law.

ARTICLE V – COMPENSATION

Section 1. Biweekly Salary

The appointment of a resident physician shall be based on the resident physician's appropriate post-graduate year (PGY) level, as set forth below, which shall be determined as follows:

A. A resident physician who has not completed at least one year of service in an ACGME accredited Program or an equivalent Program shall be placed at the PGY-1 level.

B. Resident physicians shall be placed at PGY levels commensurate with their training in the Program in which they are appointed.

C. A year of service in a Program shall mean a year of service in a Program that has been certified as having been completed by the appropriate authority.

D. A resident physician who successfully completes his/her service for a year and is reappointed to serve for an additional year shall be advanced to the next higher PGY level.

E. Resident physicians who have satisfied the eligibility requirements set forth in Exhibit "A" of the Graduate Medical Education Agreement and who are eligible for employment in the United States shall begin being paid as of the commencement date of the resident physicians' individual Graduate Medical Education Agreement.

The flat biweekly salary for represented resident physicians by classification shall be as follows:

Classification	Flat Biweekly Salary
Resident Physician (Post Graduate Year 1)	$ 1,791.30
Resident Physician (Post Graduate Year 2)	$ 1,916.69
Resident Physician (Post Graduate Year 3)	$ 2,050.85
Resident Physician (Post Graduate Year 4)	$ 2,194.43
Resident Physician (Post Graduate Year 5)	$ 2,348.07

The Authority and CIR/SEIU agree to meet and confer with the intent of reviewing wages not sooner than 45 days but no later than 60 days after the Board of Governors approves a new Memorandum of Understanding between the Authority and Service Employees International Union, Local 521.

Section 2. Medical Language Certification

The Authority agrees to compensate resident physicians for medical language certification under the terms and conditions outlined in the KMC Staff Healthcare Interpreter: Resident Physicians policy.

The Authority reserves the right to limit the number of languages qualifying for compensation, the number of employees qualifying for medical language certification, the number of certifications a resident physician may obtain, and the process for which certification is obtained.

Section 3. Educational Fund

Each resident physician shall be reimbursed in an amount not to exceed $1,000 per academic year for the purchase of one or more of the following items, which may include:

medical books, medical software, registration fees for educational conferences, medical equipment (pre-approval from the Program Director must be obtained before purchasing medical equipment), fees for required exams, board examinations, board and exam preparation programs, and other required trainings. Travel expenses are not eligible for reimbursement through this fund.

This amount may be accumulated or accrued and will continue to the following academic year. Upon termination of employment, the credit balance, if any, will be forfeited. Resident physicians must be in good standing in the Program as determined by the Program Director, Department Chairman, and Chief Academic Officer, and remain actively employed and in compliance with KMC policies and directives concerning job performance in order to receive reimbursement through this fund.

For the 2017/18 fiscal year, the reimbursement amount available to each Resident physician will be prorated to $250 representing the period beginning March 31, 2018 and ending June 30, 2018.

Section 4. License Fees

The Authority will pay 100% of each resident physician's license to practice medicine in the state of California. The procedure requires the resident physician to pay the fee directly to the appropriate agency (Medical Board of California or Osteopathic Medical Board of California) and submit a claim for payment, signed by the resident physician and the department head or designee, showing the amount, agency, and type of professional fee to be reimbursed. Proof of the professional fee must be attached to the claim (invoice for payment with copy of check, credit card receipt or statement, etc.).

Section 5. Drug Enforcement Administration (DEA) Certificate

Resident physicians who prescribe, order, administer or handle controlled substances are required to obtain an individual Controlled Substance Registration Certificate issued by the United States Department of Justice Drug Enforcement Administration ("DEA"). Registrations may be obtained on a fee-exempt basis while in training in a Program. However, such registrations are restricted to activities within the scope of the Program (including activities a KMC sites and other affiliated training sites). Exemption from payment of the individual registration application fee is limited to federal, state or local government duties (21 CFR § 1301.21). Resident physicians who engage in outside professional activities (e.g., moonlighting) at any site outside of the Program must obtain an individual DEA registration and may not use their fee-exempt registration for this purpose.

ARTICLE VI – BENEFITS

Section 1. Eligibility

Resident physicians enrolled full time in a Program are entitled to full benefits. Resident physicians employed at 0.5 FTE or greater but less than full time are eligible for prorated benefits. Resident physicians employed less than 0.5 FTE are not eligible for benefits. All requests for less than full time status must be approved by and are at the sole discretion of the Department of Medical Education upon recommendation of the Program Director. The Authority shall continue to provide an annual open enrollment for resident physicians to change plans and/or enroll eligible dependents.

Section 2. Health Care Coverage

Resident physicians shall receive the same health benefits (medical, dental, prescription and vision coverage) as all eligible Authority employees. The employee share of cost is 20% of the current biweekly premium. Resident physicians are eligible for coverage the first day of the biweekly payroll period coincident with or next following the day they complete one month of continuous service. The resident physician's initial hire date is the initial opportunity to enroll in the health plan. Resident physicians must work at least 40 hours per biweekly pay period to be eligible for coverage.

Section 3. Flexible Spending Accounts

Resident physicians are eligible to participate in flexible spending plans to pay for dependent care, non-reimbursed medical expenses, and certain insurance premiums on a pre-tax basis through payroll deduction. This is a voluntary benefit that is paid by the resident physician if he/she elects to participate in the plan.

Section 4. Workers' Compensation

The Authority provides workers' compensation coverage as required by law to protect employees who are injured on the job. This coverage provides payment for medical expenses and temporary disability (in lieu of lost earnings) for workers who are injured in the course of their employment. Temporary disability payments begin on the first day of hospitalization or after the third day following a lost time injury if an employee is not hospitalized.

Section 5. Disability Insurance Plan

The Authority shall make a monthly contribution to the CIR/SEIU House Staff Benefits Fund (HSBF) in the amount of $12.00 for each resident physician who is actively employed on the first day of each month, for the purpose of providing short-term and long-term disability benefits.

Section 6. State Disability Insurance

The Authority has an integrated disability plan with the state. The resident physician's wages are integrated with the disability payments from the state, which enables the resident physician to extend his/her sick leave or vacation leave. The resident physician's wages (sick leave and vacation leave used) are offset by disability payments and the corresponding sick leave and vacation time is restored to the resident physician's sick leave and vacation balances.

State disability applications are available from the KMC Human Resources Department or online at www.edd.ca.gov/disability. Resident physicians who file for state disability insurance are required to submit the Notice of Computation to the KMC Human Resources Department for purposes of integrating sick or other eligible leave time with state disability benefits.

Section 7. Retirement

Resident physicians are eligible to participate in the Kern County Deferred Compensation Plan (457 Plan) on a pre-tax basis. Resident physicians shall be required to make all contributions if electing to participate in the 457 Plan.

Section 8. Meals

Each resident physician, while on duty at KMC, shall be permitted to take meals in the KMC cafeteria during regular business hours. Resident physicians shall be given a meal allowance of $164.71 per biweekly pay period that will be direct deposited and appear as a separate line item on their biweekly pay statement. Resident physicians shall receive the customary cafeteria employee discount for KMC staff in effect from time to time. The meal allowance will be prorated based upon the number of days in the last pay period a resident physician is employed by the Authority.

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

KMC shall make every reasonable effort to provide meals in the cafeteria with sensitivity and consideration to a greater variety of dietary needs, including full vegetarian, kosher, and ethnic-specific diets on a daily basis.

Section 9. Uniforms

Lab coats are provided upon entry into the Program. KMC shall furnish two lab coats for categorical resident physicians and one lab coat for preliminary resident physicians. Resident physicians are responsible for maintenance of the lab coats. Scrubs will be issued to resident physicians in General Surgery, Emergency Medicine, and OB/GYN, and all resident physicians on rotations in these departments. Scrubs will be issued via a scrubs vending machine. Resident physicians will be given a card that allows access to two sets of scrubs at a time. One set of scrubs shall be issued to Internal Medicine and Psychiatry resident physicians.

Section 10. Professional Training

Every resident physician must be certified in basic life support (BLS), advanced cardiac life support (ACLS) and fundamental critical care support (FCCS). To assure that all resident physicians get certified on the first day of duty, KMC shall pay the American Hospital Association the fees for certification, which subsequently provides the books and materials for the classes as part of that fee. The Medical Library has one copy of BLS and ACLS books for reference and use only in the library. The Medical Library will not check out books used for certification or recertification purposes. It is recommended that resident physicians keep the initial books issued for the recertification process. In addition, each emergency medicine resident physician shall be certified in advanced trauma life support (ATLS) and neonatal resuscitation program (NRP); each OB/GYN resident physician shall be certified in NRP; and each surgery resident physician shall be certified in ATLS and fundamental laparoscopic surgery (FLS).

KMC shall be responsible for the cost and coordination of all the required recertification classes listed above. KMC through its Department of Graduate Medical Education shall work with each Program to schedule the recertification classes during times when the majority of resident physicians are able to attend. Resident physicians shall be notified at least a two weeks in advance of the scheduled class(es), in order to ensure their attendance. KMC shall email each resident physician every six months with the expiration dates of their required certifications.

KMC may reimburse for required training and/or recertification training costs from non-KMC providers if a resident physician can submit proof with the claim for reimbursement demonstrating that they (1) notified the Associate Director of Medical Education at least 60 days in advance of the requirement/expiration of difficulty with scheduling mandatory training or recertification due to vacation leave and/or work schedule, and (2) provide documentation of such conflict at least 60 days in advance of the requirement/expiration of mandatory training or recertification. All reimbursable expenses are subject to KMC policies regarding employment related expenses.

ARTICLE VII – TRAVEL POLICY

Resident physicians will be provided a travel allowance if they are in good standing in the Program as determined by the Program Director, Department Chairman, and Chief Academic Officer. All reimbursable expenses are subject to KMC's reimbursement procedures.

Three types of resident physician travel arrangements are eligible for reimbursement:

- Travel to attend a national meeting within the United States to present a first-author potential publication, abstract, or poster exhibit.

- Travel to attend a pre-approved education conference relevant to and the resident physician's Program within the United States. Upon return, under the direction of the Program Director, an educational report to the respective clinical department is expected.
- Attendance at mandatory rotations based on ACGME-approved curriculum, unless the host hospital or department provides food, mileage, and lodging.

Section 1. Education Benefit Travel

Over the course of the Program, one trip will be reimbursed for a national subspecialty education conference. Up to three trips may be paid if the resident physician is the first author who is presenting an abstract or poster exhibit at a national meeting. Meetings outside the United States are not reimbursed.

Resident physicians must request approval of prospective travel allowance by completing the KMC Travel Authorization Form six weeks prior to departure. Course syllabus or meeting brochures must be submitted and reviewed by the Program Director. The anticipated absence must be cleared by the Program Director for non-interference with coverage schedules.

Standard meeting coverage includes airfare, up to two nights lodging for presentation trips, and three nights for educational meetings, related per diem meals, and incidental expenses as set forth in the KMC employee travel reimbursement policy. If more than one resident physician attends the same meeting, the hotel room should be shared if gender is the same. Travel reimbursement for a national subspecialty education conference is capped at $1,500.

If travel is by private automobile, current Authority established procedures must be followed and odometer readings before and after travel must be noted. Approved mileage rates, parking, and other driving expenses will be reimbursed pursuant to the KMC employee travel reimbursement policy. Proof of automobile insurance and a valid driver license must be provided.

The resident physician must provide all original receipts for expenses to be reimbursed and must follow the KMC employee travel reimbursement policy to be eligible for reimbursement. Receipts should be submitted to the Program Coordinator no later than five business days after travel.

If travel to the requested meeting is not approved, a separate request for personal time without reimbursement may be made to the Program Director. Educational leave is not subject to the ACGME duty hours rule.

Section 3. Travel for Outside Rotations

Resident physicians on mandatory rotations to attend Graduate Medical Education Committee approved rotations at UCLA campuses including Harbor, Olive View, and Ronald Reagan Medical Center, Cedars-Sinai Medical Center, and the VA Greater Los Angeles Hospital, may share the two-room KMC/UCLA apartments at no cost to the resident physician. The apartments are furnished and utilities are paid by KMC. Resident physicians on mandatory rotations at Valley Children's Hospital will be provided housing at a hotel selected by KMC at no cost to the resident physician. Resident physicians will be provided per diem and mileage reimbursement pursuant to the KMC employee travel reimbursement policy if not otherwise provided by the host hospital.

Elective rotations are not reimbursable.

ARTICLE VIII – GRIEVANCE AND ARBITRATION PROCEDURE

OBJECTIVES

1. Informally settle disagreements at the resident physician-supervisor level.
2. Provide an orderly procedure to handle the grievance through each level of supervision.
3. Correct, if possible, the cause of the grievance to prevent future complaints.
4. Promote harmonious relations among resident physicians, their supervisors, and departmental administrators.
5. Assure fair and equitable treatment of all resident physicians.
6. Resolve grievances at the departmental level before appeal to higher levels.

DEFINITIONS

The following terms, as used in the Article, shall have the following meaning:

Appointing Authority: The Chief Executive Officer of the Authority.

CIR/SEIU Representative: A person who appears on behalf of the resident physician.

Day: Calendar day, exclusive of Saturday, Sunday, and designated Authority holidays.

Grievance: A grievance shall be defined as a dispute regarding the interpretation or application of the terms of this MOU. Issues regarding documentation required for certification of eligibility shall be handled as set forth in Exhibit "A" of the Graduate Medical Education Agreement. Disputes regarding disciplinary and fair hearing procedures shall be handled as set forth in Exhibit "B" of the Graduate Medical Education Agreement. Grievances may be brought by an individual resident physician and CIR/SEIU, or by CIR/SEIU alone.

Immediate Supervisor: The person who assigns, reviews, or directs the work of a resident physician.

Resident Physician: An intern, resident, or fellow employed by the Authority.

Program: Any or all graduate residency or fellowship programs operated by the Authority.

Superior: The person to whom an immediate supervisor reports.

EXCLUSIONS

1. Work assignments.
2. Matters related to promotions to the next PGY level appointments and salaries related thereto.
3. Professional and academic matters. Such matters are subject to the Resident Policy Manual and ACGME guidelines, which may be revised from time to time.
4. Reappointment or promotion to the next level of training in the Program.
5. Closure or reduction in size of the Program to which the resident physician is appointed.
6. Matters subject to the Disciplinary and Fair Hearing Procedures set forth in Exhibit "B" of the Graduate Medical Education Agreement, including without limitation, probationary and disciplinary matters.

7. Authority policy and ordinance questions, including subjects involving newly established or amendments to existing Authority resolutions, ordinances, or minute orders, unless the allegation is that they are not uniformly administered.
8. Resident physician evaluations of performance, and progress in training or remediation.
9. Impasses in meeting and conferring upon terms of a proposed MOU.
10. Grievances filed after 20 days from the date of occurrence, or after 20 days from the date the resident physician had knowledge of an occurrence.
11. Grievances filed after a resident physician's appointment in the Program has terminated or expired.
12. Appointment/Reappointment to a Program.
13. Matters subject to Employment Security.
14. Matters subject to reappointment based on Institutional Factors.
15. Documentation required for Certification of Eligibility as set forth in Exhibit "A" of the Graduate Medical Education Agreement.
16. Challenges to the Agency Fee Amount.

TIME LIMITS

Time limits are established to settle grievances quickly. Time limits may be extended by agreement of the parties. If the grievant is not satisfied with the decision rendered, it shall be the grievant's responsibility to initiate the action which submits the grievance to the next level of review within the time limits specified. Failure of the resident physician to submit the grievance within the time limits imposed shall terminate the grievance process, and the matter shall be considered resolved. Failure of the Authority to respond within the time limits specified will allow the grievant to submit the grievance to the next higher step of the grievance procedure.

THE PARTIES' RIGHTS AND RESTRICTIONS

1. A party to the grievance shall have the right to record a formal grievance meeting at the expense of the requesting party.
2. The grievance procedure shall not limit the right of any resident physician to present a grievance individually.
3. A resident physician may have a representative present at all steps of the grievance procedure.
4. Reasonable time in processing a grievance shall be allowed during regular working hours with advanced supervisor approval. Supervisory approval shall not be unreasonably withheld.
5. Only a person selected by the resident physician from within a recognized resident physician organization and made known to management prior to a scheduled grievance meeting shall have the right to represent or advocate as a resident physician's representative.
6. Nothing within this grievance procedure shall be construed as limiting the right of management to manage the affairs of the Authority.
7. Grievances of an identical nature concerning the same subject matter may be consolidated.

INFORMAL GRIEVANCE DISPOSITION

1. Within 20 days from the occurrence of the issue that gave rise to the complaint, or within 20 days from the resident physician's knowledge of the occurrence (but no later than the expiration or termination of the resident physician's then-current appointment) a resident physician shall promptly and informally meet to discuss the complaint with his/her immediate supervisor. In those circumstances where the nature of the complaint involves the immediate supervisor, the resident physician may informally discuss the complaint with the next higher level of supervision, provided prior notification is given the immediate supervisor by the

resident physician. Such initial discussion shall precede the use of the formal grievance procedure. If the supervisor fails to reply to the resident physician within five days of the meeting, or if the resident physician is not satisfied with the decision, the resident physician may utilize the formal grievance procedure.

Grievance forms are available at KMC for this purpose.

FORMAL GRIEVANCE PROCEDURE

Step 1. The grievance form and any supporting documents shall be delivered to the Program Director/Supervisor with whom the informal meeting was held no later than five days from receipt of the Program Director/Supervisor's informal response or within 10 days from the close of the informal meeting if no decision is rendered. The formal grievance procedure shall be initiated by the resident physician, stating the nature of the grievance, the alleged violation by section or number, if any, and the desired solution, in writing on the grievance form, together with any supporting documents attached to the grievance form.

The Program Director/Supervisor shall hold a formal meeting with the resident physician within five days of the receipt of the formal grievance to review the facts, gather all supporting documents, discuss the complaint and desired solution, and discuss the proper appeal procedure.

The Program Director/Supervisor shall issue a written decision on the original grievance form within five days of the close of the formal meeting.

Step 2. If the resident physician feels the Program Director/Supervisor has not resolved the grievance, the resident physician may appeal to the next higher level of supervision (the Department Chair) and Chief Medical Officer (CMO) jointly. At this time, all supporting documents and evidence relative to the grievance shall be included with the appeal and made known to both parties. The Department Chair, together with the CMO, shall hold a formal meeting with the resident physician and his/her representative, if requested, within 10 days from the date of the appeal receipt, and attempt to settle the grievance.

A written decision shall be provided, which will include a copy of the original grievance form, to the resident physician by the CMO within 10 days from the close of the formal meeting.

Step 3. If the resident physician is not satisfied with the decision of the CMO, the resident physician may appeal the decision to the Chief Executive Officer (CEO) within five days from receipt of the CMO's decision. In his/her appeal to the CEO, all supporting documents must be attached to the grievance form, together with the grievant's reason for appeal and stated remedy requested.

The CEO or his/her designee shall review the original grievance, all supporting documents, the CMO's response, and the remedy requested, and issue a written decision within 10 days of receipt of the grievance.

If the resident physician is not satisfied with the decision of the CEO or his/her designee, the resident physician may, within 30 days of receipt of the decision, submit the grievance to advisory arbitration by written request to the CEO.

If the grievance is submitted to advisory arbitration, the grievant, his/her representative, if any, and the CEO, or his/her designee, shall, within five days of receipt of the grievant's request, set a date for a meeting to:

1. Attempt to settle the grievance;
2. Agree to any stipulations;
3. Agree upon the issue statement (the issue statement will reflect the issue as presented in the original grievance as written on grievance form); and
4. Select an impartial arbitrator.

SELECTION OF THE ADVISORY ARBITRATOR

If the parties fail to agree on an arbitrator, a list of five neutrals will be jointly requested from the Federal Mediation Service, the State Mediation and Conciliation Service, or the American Arbitration Association. The agency will be mutually selected.

The parties shall select a neutral by alternately striking a name from the list, with the remaining name being the selected neutral. Should both parties agree that the first list submitted is unsatisfactory, the parties may request a second list.

The arbitration procedure shall be informal and private. The arbitration procedure shall not be bound by any of the rules of evidence governing trial procedure in state courts.

The arbitrator shall not have the power to add to, subtract from, or otherwise modify the provisions of any MOU, Rules, Regulations, local ordinances, or the policies and procedures of the Authority.

The arbitrator shall confine himself/herself to the issue submitted.

The arbitrator's decision is binding upon approval by the Kern County Hospital Authority Board of Governors.

The cost of the arbitrator shall be borne equally between the Authority and the grievant. Each party shall bear its own costs relating to the arbitration including, but not limited to, witness fees, transcriptions and attorneys' fees.

The arbitrator shall be requested to submit his/her decision within 30 days from the close of the hearing.

ARTICLE IX – SEVERABILITY

In the event that any provision of this MOU is found to be in contradiction of any federal, state, or local law or regulation, or found by any court of competent jurisdiction to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this MOU.

ARTICLE X – STABILITY OF THE MOU

No agreement, understanding, alteration, or variation of the terms and conditions of this MOU shall bind the parties hereto unless made in writing and executed by the parties.

The failure of the Authority or CIR/SEIU to insist, in any one or more incidents, upon performance of any of the terms or conditions of this MOU shall not be considered as a waiver or relinquishment of the right of the Authority or CIR/SEIU to future performance of any such term or condition, and obligations of the Authority and CIR/SEIU to such future performance shall continue in full force and effect.

The parties acknowledge that during the negotiations which resulted in this MOU, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or the EERR from the scope of bargaining, and that the agreements arrived at by the parties after the exercise of that right and opportunity are set forth herein. The parties, for the life of this MOU, voluntarily and without qualification waive the right, and agree that the other shall not be obligated to bargain collectively, with respect to any subject or matter referred to or covered by this MOU.

[Signatures follow on next page]

ARTICLE XI – DURATION OF THE MOU

A. Upon ratification by the CIR/SEIU membership and approval by the Kern County Hospital Authority Board of Governors, this MOU shall become effective and binding upon the parties, pursuant to Government Code section 3505.1.

B. This MOU may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile, email or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

C. The term of this MOU is March 31, 2018, through March 31, 2021.

This Memorandum of Understanding is entered into and signed this 21st day of March, 2018.

For CIR/SEIU Local 1957:

Susan Naranjo
Southern California Area Director

For Kern County Hospital Authority:

Russell E. Bigler, Chairman
Board of Governors

Lisa Hockersmith
Vice President, Human Resources

Karen S. Barnes
Vice President & General Counsel