

Human Resources

111 Theory, Suite 200 Irvine, CA 92697-4600 (949) 824-9812

May 27, 2014

Amy Hall P.O. Box 512075 Los Angeles, CA 90051

Re: University of California, Irvine's (UCI) initial proposals to PAPSA

Dear Ms. Hall:

In accordance with HEERA, the University of California, Irvine (University) is providing the Patient and Physician Safety Association (PAPSA) proposals for the first Collective Bargaining Agreement between the parties. Below, please find the University's initial bargaining proposals. The University reserves the right to add to, modify, or delete proposals for any/all Articles during the course of negotiations, in accordance with applicable laws.

# Recognition

The University will propose language that acknowledges PAPSA as the exclusive representative for the appropriate unit in the resident physician title codes as determined by PERB.

# **Management Rights**

The University will propose language that reserves the University's academic and management rights.

### **Union Access**

The University will propose language to provide appropriate access to PAPSA which is in accordance with the location Access Regulations.

#### **Dues and Fees Deductions**

The University will propose language to establish the method by which dues and fees will be deducted and provided to PAPSA.

# Compensation

The University will propose salary rates that are competitive and considerate of budgetary conditions.

### **Benefits**

The University will propose language to provide health benefits with the cost of premiums to be shared by the University and employees.

## Hours of Work

The University will propose language that recognizes and adheres to the ACGME duty hour requirements.

# Leaves of Absence

The University will propose language for the use of vacation, sick and educational leave per appointment year.

# No Strikes

The University will propose language prohibiting all strikes, including sympathy strikes, work stoppages and disruptions during the life of the agreement.

# **Grievance Procedure**

The University will propose language to establish a process by which alleged violations of the collective bargaining agreement will be addressed.

### **Arbitration**

The University will propose language for selecting a third party neutral arbitrator to make a determination on alleged violations of the collective bargaining agreement.

# **Severability**

The University will propose language that if any portion of the collective bargaining agreement is found to be invalid; the remainder of the contract shall remain in full effect.

#### Waiver

The University will propose language that acknowledges that both parties have had the right and opportunity to bargain over any terms and conditions of employment within the scope of bargaining and neither party has an additional obligation to bargain for the duration of the agreement.

### **Duration**

The University will propose a multiyear Agreement to be determined in bargaining.

#### **Parking**

The University will propose language in accordance with location policy, plans, and rates.

# **Appointments**

The University will propose language that confirms that it is the University's sole discretion to appoint, reappoint or not reappoint housestaff

The sunshine process will include the posting of the proposals on or around June 2, 2014, followed by two meetings for public comment at the Irvine campus with the specific location and time to be determined.

Sincerely,

Carl D. Smith.

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Labor and Employee Relations Consultant University of California, Irvine

C: Sam Strafaci, UCI Director, Labor & Employee Relations

Peter Chester, UCOP Director of Labor Relations