

**PROPOSED AMENDMENTS  
TO THE MEMORANDUM OF UNDERSTANDING  
between  
University of California San Diego (UCSD)  
and  
San Diego House Staff Association (SDHSA)**

**2015**

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## INTRODUCTION

The San Diego House Staff Association (“SDHSA”) submits the following Proposal (this “Proposal”) of Amendments to the current Memorandum of Understanding (“MOU”) between University of California San Diego (UCSD) and SDHSA (collectively, the “Parties”).

### **A. 2015 Negotiating Committee**

The 2015 Negotiating Committee (“NC”) for the SDHSA shall be the following Directors: **Cosette Stahl, Kevin Parvaresh, Elliot DeYoung, Marcia Faustin, Heidi Allred and Orrin Franko**. The Chairman of the Committee is **Kevin Parvaresh** who is authorized to speak on behalf of the entire committee. The SDHSA reserves the right to appoint alternates as needed.

### **B. Procedure**

As has been the practice in the past, this Proposal assumes that the terms of the current contract (the 2012 MOU) will serve as the starting point for negotiations and the following shall outline and explain the proposed changes, additions and deletions to that MOU.

## PROPOSALS

### **A. Introduction**

UCSD Healthcare (UCSDHC) promotes itself and aspires to be a world-class institution with a mandate to serve the public through research, education, and quality patient care. An institution’s ability to maintain a world-class status is dependent upon the institution’s ability to attract and keep top-level House Staff with the ultimate goal of providing top quality patient care.<sup>1</sup> In addition, UCSD’s House Staff participate in clinical research and serve as clinical teachers to other House Staff and medical/pharmacy students. The combination of all these facets fortifies UCSDHC’s status and ranking in the national and global stage. For UCSDHC to maintain its status as a world class institution, it is necessary for UCSDHC to offer House Staff compensation and benefits that will attract top-notch candidates while also allowing them to concentrate on completing their residency without being distracted and handicapped by financial concerns for themselves and their families. ACGME accreditation requires:

“Resident Salary and Benefits: The Sponsoring Institution, in collaboration with each of its ACGME-accredited programs and its participating sites, must provide all residents/fellows with financial support and benefits to ensure that they are able to

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<sup>1</sup> Tambryn R, Abrahamowicz M, Dauphinee WD, Hanley JA, Norcini J, Girard N, Grand Maison P, Brailovsky C. *Association Between Licensure Examination Scores and Practice in Primary Care*. JAMA. 20A2Dec 18;288(23):3019-26.

fulfill the responsibilities of their ACGME-accredited programs.”<sup>2</sup>

Sixty-nine percent (69%) of current UCSDHC Residents report that *Cost of Living* in San Diego affected how they ranked UCSD in the NMRP match. *2015 SDHSA Survey*.<sup>3</sup> For UCSDHC to recruit and keep quality resident physicians, it is essential that UCSDHC is cognizant of the challenges faced by House Staff stemming from the high cost of living in San Diego and other hurdles attendant to Residents supporting themselves and where applicable, their families. In the final analysis, providing House Staff with financial and professional security is necessary for both the UCSDHC and UCSD’s House Staff to achieve their goals. More importantly, UCSDHC will be evaluated and ranked upon the quality of its patient care. Attracting top residents and providing adequate compensation to allow them to focus their attention on the ultimate goals of the institution are essential to achieving that goal. The following is designed to (1) Provide a glimpse into these challenges faced by House Staff and focus on the relevant issues, (2) Delineate deficient provisions of the current MOU and (3) Introduce proposals for solving these issues.

## I. COMPENSATION (MOU §5)

### A. Background

The UC’s system of compensation for House Staff has been based on the national median salary as reported in the annual *Association of American Medical Colleges (AAMC) Survey*. See *AAMC Survey Resident/ Fellow Stipends and Benefit Report 2014-2015*, (hereinafter the “AAMC Survey”) **EXHIBIT 1**.

### B. The Cost of Living

Simply stated, San Diego is a very expensive place to live and work. Compared to many other cities in the nation, a salary paid in San Diego has much less purchasing power in terms of the basics such as housing, insurance, groceries, and other necessities. A full Thirty-nine percent (39%) of current Residents report that they are NOT able to meet their monthly *essential living expenses* (Rent/Mortgage, Utilities, Food) on the salary and benefits they receive from UCSD. Forty-seven percent (47%) report that a second household income is necessary to pay the bills. *2015 SDHSA Survey*. Clearly, this sort of financial insecurity will take a toll on House Staff performance. Residents should not have to moonlight and rely upon second incomes to survive as this will have a negative effect on education, resident performance, and patient care and ultimately - UCSDHC’s performance and ranking.

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<sup>2</sup> ACGME Institutional Requirements (2014) II. D.

<sup>3</sup> To document the experiences and attitudes of current UCSD House Staff, in January of 2015, SDHSA conducted a survey of House Staff, (hereinafter the “*2015 SDHSA Survey*”).

### C. Comparative Salaries

In order to quantify these regional differences, the U.S. Census Bureau published its 2012 statistical abstract (“USCB 2012 Abstract”) with a *cost of living index* (“COLI”).<sup>4</sup> **EXHIBIT 2.** This tool is a standardized metric to compare the cost-of-living in various metropolitan areas of the U.S., taking into account the proportional costs of house, food, entertainment, and other expenses of a typical household. The nationwide average equal 100 and each index are read as a percent of the national average.

According to the USCB 2012 Abstract, San Diego has a composite index of **132.3** meaning that San Diego is 32.3% more expensive to live in San Diego than the average metropolitan area in the U.S. Presently, a first year resident at UCSDHC is being paid \$51,871. Using the 2012 composite index of 132.3, that resident is earning the equivalent and therefore purchasing power of **only \$39,207 per year**. According to the 2014 AAMC survey, nationwide, the mean salary for a first year resident is \$51,586.<sup>5</sup> A salary commensurate with San Diego’s high cost of living would be **\$68,248 per year**.

As academic medical centers tend to be located in larger and more expensive cities, it is true that many are facing this financial dilemma. However, if we compare UCSDHC to other recognized “world-class” medical centers, it is clear that UCSDHC substantially underpays its House Staff. After adjusting the salaries paid by 10 non-UC medical centers listed in the *U.S. News and World Report 2014-15 Best Hospitals* by the COLI in their respective locales, these medical centers pay, on average, a cost-adjusted first year resident salary of \$43,918. As previously stated, the UCSDHC resident receives a cost-adjusted salary of \$39,207. Accordingly, **UCSDHC underpays a first year Resident by a relative \$4,711 per year** [see Table 1 below] compared to other world-class centers. Similar numbers can be calculated for the additional years of residency.

(See Next Page)

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<sup>4</sup> 2012 U.S. Census Bureau:

[http://www.census.gov/compendia/statab/cats/prices/consumer\\_price\\_indexes\\_cost\\_of\\_living\\_index.html](http://www.census.gov/compendia/statab/cats/prices/consumer_price_indexes_cost_of_living_index.html)

<sup>5</sup> Association of American Medical Colleges: <https://www.aamc.org/data/stipend/>

Table 1.

<b>2014-15 U.S. News &amp; World Report Institutions <sup>1</sup></b>	<b>R1 Salary</b>	<b>COLI</b>	<b>Cost Standardized Salary</b>
Mayo Clinic (Rochester, Minn.)	\$51,404 <sup>2</sup>	100	\$51,404
John Hopkins (Baltimore, Md.)	\$50,509 <sup>3</sup>	119.4	\$42,302
Brigham and Women's Hospital (Boston, Mass.)	\$57,150 <sup>4</sup>	132.5	\$43,132
Cleveland Clinic (Cleveland, Ohio)	\$50,020 <sup>5</sup>	101	\$49,524
Vanderbilt University Medical Center (Nashville, Tenn.)	\$51,148 <sup>6</sup>	88.9	\$57,534
Mount Sinai Hospital (New York City, New York)	\$55,299 <sup>7</sup>	216.7	\$25,518
University of Washington Medical Center (Seattle, WA)	\$53,268 <sup>8</sup>	121.4	\$43,878
Northwestern Memorial Hospital (Chicago, Ill.)	\$52,490 <sup>9</sup>	116.9	\$44,901
Cedar-Sinai Medical Center (Los Angeles, California)	\$52,603 <sup>10</sup>	136.4	\$38,565
Hospitals of the University of Pennsylvania-Penn Presbyterian (Philadelphia, Penn.)	\$53,664 <sup>11</sup>	126.5	\$42,422
<b>Mean of the Above Institutions</b>	\$52,755	125.97	\$43,918
<b>UCSD</b>	\$51,871	132.3	\$39,207
<b>UCSDHC Salary Deficit</b>			\$4,711

Resident testimonials from the 2015 SDHSA Survey demonstrate the difficult financial situation that Residents find themselves and how cost-of-living plays a critical role in choosing and staying in the UC program.

*I have to moonlight to pay all my bills and live in SD - which gets in the way of me focusing on my residency training.*

*Our compensation is inadequate for current living expenses.*

*I run at a \$500 deficit every month and have had to borrow money from family. Rent is \$1500 and bills average about \$2000 (car, phone, utilities, credit card). Also unforeseen circumstances put me at a deficit - car repair, home repair, etc.*

*Resident salary is not keep up with the increasing cost of living in SD.*

*Our salaries are not nearly enough to pay the bills. I'm always having to keep balances on credit cards to survive.*

*I have wife and 4 kids. Resident salary is too low to live comfortably in SD so I moonlight.*

*The resident salaries, even with the housing stipend, are very much on the low side given the high cost of living of San Diego. This does and will continue to affect resident recruitment and retention.*

*It will always be very challenging to support a family as a single income-earner with salaries for residents in their current state.*

Given all of the above findings, data and testimonials, UCSDHC should compensate their House Staff in a manner commensurate with the world-class centers in which it hopes to compete for top-tier, academic/research-career oriented candidates. Presently UCSDHC Resident's compensation is calculated by taking the "median" salary for each year of residency as reported in the prior year's AAMC Survey and adding 3.3 %.

**D. Proposed Salary Calculations for each Postgraduate Year (§5)**

Amend Section 5.4 as follows:

“The Administration will increase salary rates for the classifications covered by this Memorandum of Understanding in an amount equal to the Council of Teaching Hospitals and Health Systems’ (COH) 50<sup>th</sup> percentile **plus 5.0%**, effective each year of this Agreement.”

## II. HOUSING STIPEND (MOU §20)

### A. Background

It will come as no surprise that a high percentage of the House Staff's salary is spent on housing. Presently, UCSDHC pays residents a housing stipend of \$3,500 per year. Ninety-two Percent (92%) of current residents report that the current housing stipend is "essential" but still, it is not enough as indicated by the 2015 SDHSA Survey:

*"The housing stipend is minimal, wish it was a little more."*

*I'm the proud owner of 3 children. If my wife didn't make double my salary as a nurse, we'd be living in a cardboard box.*

*Cost of living in residency has always been a challenge, but not until the last 10 years have loans become outrageous and prospects for salaries in the first few years been dismal.*

*While the yearly housing stipend definitely helps, the cost of housing is quite high and is a major factor in my total monthly expenses. Although, to put in perspective, I have 2 kids so I need a bigger place than some other residents.*

Several other academic medical centers face similar challenges and have come up with solutions including increased base salary and housing stipends. UCSF presently pays a Housing Stipend to Residents of \$8,472.00 per year or \$706.00 per month.<sup>6</sup>

While UCSDHC has implemented a housing stipend presently set at \$3,500.00 a year, this amount fails to ameliorate this disparity between the low pay of UCSDHC Residents and the high cost of housing. The solution is that UCSDHC's housing stipend must increase substantially to account for the high cost of living.

### B. Timing of Housing and Education Stipend (MOU §10 / 20)

The Housing and Educational Stipends are paid in a single lump sum in November. Presently, this results in withholding taxes being calculated as if the combined sum for that month (wages and stipends) represents the resident's monthly income for the whole year. The result is that a disproportionate amount of withholding taxes are deducted for that month. Although the Residents will eventually reclaim the excess deductions upon receiving tax refunds, the excess deductions mean that the stipend is less effective in compensating the residents as intended.

The following are comments from the 2015 SDSHA Survey:

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<sup>6</sup> <http://medicine.ucsf.edu/education/residency/application/comp.html>

*The housing stipend is helpful but we don't get it until November which in the case of a new intern trying to settle into SD, is not useful.*

*I think it is very important to allocate housing and other stipends in such a way that they are not taxed out of proportion to the usual amount.*

**C. Proposal:**

**1. Increase Housing Stipend (§20):** 20.1 The University agrees to pay each Resident a housing stipend in the amount of eight thousand five hundred dollars (\$8,500.00) in two equal payments the first being on August 1 and the second on November 1st on each academic year covered by this agreement.

**III. RELOCATION EXPENSES**

**A. Background**

Moving to San Diego to pursue one's residency can be an expensive proposition. UCSF is similar in this respect. To alleviate this problem, UCSF has instituted a one-time moving allowance of \$2,400.00 upon entering residency.<sup>7</sup> This is another area where House Staff are in need of relief evidenced by the following House Staff testimonials:

*"Resident compensation is not quite enough to meet the cost of living in San Diego. Especially as an intern having to supplement initial costs of moving across the country, rent and safety deposit, furniture, etc. before receiving a paycheck."*

*"Moving to UCSDHC cost me thousands of dollars that I couldn't afford . . . I now have this revolving credit card debt that I'm constantly juggling"*

A moving expense allowance would work to alleviate this hardship and would benefit UCSDHC in recruitment of top candidates from across the country.

**B. Proposal: Relocation Allowance (§20):** 20.2 The University agrees to pay a relocation allowance in the amount of two thousand four hundred dollars (\$2,400.00) to new residents entering the University during their first month of training.

**IV. MEDICAL INSURANCE (MOU HOPPD Page 13 et. seq.)**

**A. Background:** As is apparent from news reports during the last year, the availability of Medical Insurance / Cost of Medical plays an important factor in whether or not consumers are able

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<sup>7</sup> It is noted that a House Staff member may apply for additional moving expense funds upon a showing of financial hardship, although such a program, requiring special application and consideration should not be counted as part of the MOU compensation package.

to financially survive in this economy. UCSDHC Residents are no different. In fact, seventy-three percent (73%) of current residents report the existing Medical Insurance Coverage was “essential” for them to accepting a Residency at UCSD and another twenty percent (20%) reported that it was “important” (i.e., a combined 93%), *2015 SDHSA Survey*. Furthermore, eighty-six percent (86%) reported that an increase in co-pays and/or decrease in medical insurance coverage would be a problem for them and (where applicable) their family.

**1. Proposal:** There are NO changes to the present medical insurance coverage, premiums and/or co-pays.

**2. Proposal:** The “Benefits and Deductions” section of the HOPPD be amended to accurately reflect that the value of benefits provided to “Domestic Partner” will be added as taxable income to the Resident employee and reflected in their annual W-2 issued by the University. All additional literature published by the UC be amended to clearly inform Residents with declared “domestic partners” that they will be “taxed” on the value of medical insurance coverage to their “Partner.”

## V. MEAL ALLOWANCE (MOU §6)

**A. Background:** Presently the MOU provides for a meal allowance as follows:

“6.1 An eligible represented House Staff Physician will receive an on-call meal allowance of ten dollars (\$10.00) per meal to be used at the University of California at San Diego (UCSD) Health System cafeteria. Any unused portion of the House Staff Physician's monthly meal allowance may be added to the next month meal allowance. However, any unused portion of a represented House Staff Physician's meal allowance may not be carried over to the next fiscal year. A House Staff Physician is not eligible for any cash reimbursement of an unused meal allowance. The purpose of the meal allowance is to purchase a meal while the House Staff Physician is on on-call status, meal allowances cannot be used for "bulk" purchases.

6.2 Fiscal year is defined as July 1 through June 30.

6.3 Meal allowance for represented House Officers will be distributed as follows:

Group 1: House Officers taking traditional 24 hour in-house-call

Weekends/Holidays: 3 meals/24 hours

Weeknights: 2 meals/24 hours

Group 2: House Officers working shifts; physically present in the hospital after hours

Weekends/Holidays: 2 meals/after hours shift

Weeknights: 1 meal/after hours shift

Group 3: House Officers taking at-home-call

- Applies to first call only
- One meal/call regardless of weekend or weeknight
- Assumes on average get called in approximately half of monthly call nights
- Residents on at-home call will receive one (1) meal every two calls assuming the resident is called in 50% of the time. If residents are called in more than 50% of the time and can provide documentation of this, the meal allowance for that resident will increase accordingly.

\*\*House officers rotating on other services will receive the respective meal allowance from the receiving service depending on which call group above they fall into.”

**B. Issues:** ACGME requires that: “The Sponsoring Institution must ensure a healthy and safe learning and working environment that provides for: a) Access to food while on duty at all participating sites . . .” *ACGME Institutional Requirements (2014)* II. F. 2. Unfortunately, the “meal” benefit has become somewhat dubious since the time it was negotiated. One of these issues is the result of the UCSDHC unexpectedly reducing the hours of operation of the Cafeteria located at the Hillcrest Hospital making it unavailable for all but daytime shifts. Seventy-four percent (74%) of Residents report this has had a negative effect on their ability to receive proper meals when on duty. It is clearly revealed that in the opinion of Residents, “*The hospital cafeteria does not have enough options and closes too early.*” *2015 SDSHA Survey*. In addition, the system of distribution of meal allowances appears to be administered inconsistently through the individual departments resulting in confusion and differing benefits for different residents. With the early close of the Cafeteria, the vending machines now fill in as the primary source of meals for on-duty residents. Yet, these do not accept the food cards and fail to offer an adequate selection of food items to service those on healthy diets, vegetarians, gluten-free diets etc.

The following is a sample of the comments from the 2015 *SDSHA Survey*:

*I think it is somewhat unfair for some residency programs to have meals for their residents (medicine, anesthesia, to name a few) while others have none (radiology).*

*It would be nice if meal allowances were distributed on a more consistent schedule. I believe I went two months without addition of funds to my account.*

*There is no meal allowance for when interns are on weekends for full day shifts. Nor are there allowances for when interns take home call.*

*There needs to be a 24 hr cafeteria.*

*We need more money for food. USC gives their residents \$28 per diem meal allowance, regardless of call.*

*The food choices after the cafeteria closes at Hillcrest is awful. Everyone knows it. As unhealthy as being a resident is with the lack of sleep and long work hours, not having reasonable food options at night is unacceptable. If they want to give us money on our card, food options should be able to be paid for by the card. Who brings cash for the vending machine? We only get money when "on call" but normal work days can last 5am - 10pm, there should be an allowance for all intense inpatient rotations.*

*We take home call and essentially live at the hospital but do not get money for food bc this is "home call." Also, we should get meal stipend at the VA.*

*It is absolutely atrocious that lack of support provided by system for food. This is an essential need and should be covered by UCSD. The hours at HC is a huge issue, bc even though we got more money last year, we could not use it, when we needed to; on call. Residents should NEVER have to pay/worry about food or parking.*

*The cafeteria options are terrible to begin with, and "after hours" there are no options. The vending machines are worthless. I typically walk to Jack in the Box (embarrassing, I know) because it's better than anything else.*

*#1. Food at night at Hillcrest #2. Hillcrest gym Those 2 things involve resident health and well being, and thus should be a higher priority than then other obvious important thing. #3. More money.*

*We have numerous residents, staff and patients who are have special dietary restrictions, for religious and health reasons, and there is a severe lack in vegetarian and gluten-free food. Not only is our cafeteria far from healthy, but it is also culturally incompetent.*

### **C. Proposals:**

1. The Meal Allowance system be standardized.
2. The Meal Allowance be increased to \$12.00 per meal.
3. Meals Allowance consist of:
  - a. If Resident works a Day or Night Shift = Entitled to a meal.
  - b. If Resident works a shift of 14 - 23 hours = Entitled to 2 meals.
  - c. If Resident works a 24 hour shift = Entitled to 3 meals
4. System be devised to allow residents to check the balance on meal card at any time so they know how much they have before ordering (e.g., online login portal).
5. Vending Machines be modified to accept meal allowance cards.
6. The UC make arrangements to allow Meal Allowance Cards to work at a selection of nearby outside venues and / or local mean delivery businesses.
7. Café Hours be increased to provide reasonable coverage of residents.

8. Healthy / Vegetarian meal options be made available 24 hours a day.
9. Nutrition facts posted for hot meals. This is already done at Rady Children's Hospital and at Sharp.

## VI. PARKING & TRAVEL EXPENSES (MOU §17)

### A. Background

The justification often tendered by the UC for the parking problem is that parking has been “outsourced” and not controllable. This comes off as somewhat facetious and is not acceptable when it is clear that adequate and affordable parking for Residents is a necessity, not a luxury. The problem is so acute as to suggest that “patient care” as well as the Residents’ clinical duties are being jeopardized. *See Below*. Seventy-nine percent (79%) consider the present parking pass discount to be “essential” while another eleven percent (11%) consider it “very important” for a total of ninety percent (90%). *2015 SDHSA Survey*.

Given that Residents are required to work long periods of time, alternatives to driving and parking at the hospitals are realistically, non-existent. Public transportation is rarely feasible given the atypical work schedules of House Staff. UCSDHC advertises a free shuttle is available from Hillcrest to Thornton, however these shuttles do not begin early enough for the majority of Residents, they stop service before some Residents complete their daily work, and they are often full and not reliable enough to depend on for clinical responsibilities.

In most cases, Residents have no choice but to utilize personal automobiles for transportation between sites. Driving to / from and between the multi-site nature of UCSDHC Medical Center translates into the additional expenses to residents in the form of gasoline, car maintenance and insurance. Many programs have their House Staff covering two or more hospitals while on service. As House Staff testify below, the financial burden incurred is significant. With gas prices in the stratosphere the majority of the time, House Staff at UCSDHC will spend between \$150.00 to \$250.00 per month on gasoline. This does not take into account car maintenance, repairs and the high rates of insurance in California.

Parking is essential in the urban setting where hospitals are located. UCSDHC Thornton and Hillcrest hospitals are the only San Diego hospitals that require residents to pay for parking. This is in comparison to Rady Children’s Hospital, VAMC San Diego, Kaiser, Scripps Mercy and Scripps Green Hospitals, Sharp Hospitals, and other San Diego training programs such as the Navy program at Balboa.

Currently, UCSDHC charges residents as “half time users,” and hence the logic for the half monthly rate for “B” parking permits, with a similar fee structure for “A” parking permits available for chief residents. This “half-time” rate is not really a “discount” but rather is based upon the multi-location nature of the UCSDHC training campus with multiple clinical sites and the recognition that, on average, UCSDHC residents only spend about 50% of their time parking at

Hillcrest or Thornton hospitals.

Even with UCSDHC parking permits, most residents continue to struggle to find adequate parking spaces and are frequently ticketed without adequate recourse. Residents were ticketed despite the fact that the majority of tickets were issued only in circumstances when a resident was required to be in the hospital to perform clinical responsibilities and *no B spots were available* or when signs indicated that A permit parking in the Arbor lot was permitted due to over flow.

A previous House Staff contract included provisions for reimbursing residents for travel between clinical responsibilities at the UCSDHC designated reimbursement rate. However, SDHSA research has revealed that many departments are either unaware or underfunded to provide this type of compensation. As a result, compensation for this travel is taken from resident education or research funds, or individual residents have elected not to pursue this reimbursement. Thus, the implementation of that policy was a failure.

The 2015 SDHSA Survey reveals the full extent of the Resident's frustration and problem with the present parking situation at all locations, especially since the parking "enforcement" appears to be over-zealous in handing out tickets.

*Residents should NEVER have to pay/worry about food or parking.*

*We should get a free parking B permit.*

*Shouldn't have to pay to park at a job where I don't make enough to survive.*

*Parking should be free for residents. We don't have a choice in coming to the hospital and needing a place to park, and our salaries are crap.*

*Parking is already costly considering resident salary; the 50% discount helps but anything less than that would be impossible to pay.*

*(It is) difficult to find parking in the middle of the day - Have also received parking tickets in the Gilman parking structure despite having my parking permit there. They only cut the fee in half and the next step would be to fight it directly with the dept which would mean I would need to be free during "normal" business times to go to the office.*

*We should not pay for parking at all.*

*Lack of parking in Gilman is bad for patient care.*

*Inability to obtain parking at the VA negatively impacts clinical care.*

*It is still too expensive. Plus why pay for a full year when you are only on site for 2-3 months a year to get the discount. You can then 'try' to do the limited parking permit instead but that one is too limited (not enough days for how many days/hours you work).*

*I've had multiple occasions where I've spent up to an hour searching for parking at Hillcrest, particularly on afternoon outpatient clinics. It means I arrive at clinic late. The fact that I have to pay monthly for Parking is also incredibly frustrating because it's a significant amount given our salary and it means I'm essentially paying to go to work.*

*Once again paying for parking to provide a organization work services is disgusting.*

*It's absolutely absurd that housestaff is required to pay for parking. In fact, it's absurd that any employee be required to pay an employer to park in the employers parking lot - blows my mind. Regarding ticketing, the UCSD parking office is run by soulless trolls. We all know this. I needn't explain.*

*Not enough B spots at medical school campus (gilman garage) - we have conference there once a month and if you show up after 8am you can't find parking. So it's skip conference or get a parking ticket.*

*Completely ridiculous that we have to pay for parking. No other institution asks its physicians to pay for parking. Look at the other local institutions Scripps, Kaiser, Sharp. They cover food and parking.*

*Parking is almost impossible at the VA after 8 or 9 am. I think this is a known issue.*

*Most residencies offer free parking. It proves difficult to recruit applicants given that 1) we have to pay a hefty fee for parking despite the 50% discount, and 2) there is NO parking for residents at the VA. It absolutely affects my clinical responsibilities given that there is a lot of stress over finding parking, and you feel like you have to spend a lot of energy surrounding the times we have to drive to and from the VA/UCSD in the middle of the day to look for parking. I live in Hillcrest, so I walk to work when I am on service at Hillcrest hospital. When I am working at Thornton, I either pay for a full-price month pass for parking or a pay daily fee in the visitor's parking lot (\$8 a day) if I have Thornton clinics only a few days out of the week. However, there have been instances when I get pulled for cross-cover, and I have received a parking ticket because I had to go into Thornton at short notice. There was no way for me to make it to the parking office to buy a parking pass given that the hours they are open are all hours that I am actually working in the hospital. They did not accept this excuse, and charged me anyway. It's extremely frustrating.*

*Since there are no other consistent parking alternatives available to residents unless they are residents of the Hillcrest area immediately surrounding the hospital, charging residents and hospital staff for parking that the university owns is actually a use tax*

*Too strict with fines- it is ridiculous to be charged a fee when a placard is clearly visible but not placed in the exact location they want it. There should also be more leniency with fines for forgetting to put the placard up . . . We are busy and tired and sometimes forget, Maybe a one strike policy could be implemented? The parking fines seem to be a money making venture that unfairly targets poor house staff that are parked legally.*

*A subsidy to help with gas considering residents often drive to multiple hospitals across San Diego on a daily basis (up to 40 miles per day).*

**B. Proposals:**

1. 17.1 The University shall waive all fees for UCSDHC “B” parking permits for represented House Staff.
2. 17.2 The University shall waive all fees for UCSDHC “A” parking permits for represented chief residents.
3. 17.3 The University shall pay each House Staff Physician a gas and vehicle maintenance stipend in the amount of one hundred fifty dollars (\$150.00) per month.
4. 17.4 The University shall provide relief of up to three parking tickets per year for residents when the following conditions are met:
  - a. The resident has either a B or A parking permit; and
  - b. The resident can show proof of required clinical responsibilities at the time of ticketing.

**VII. SAFETY**

**A. Background:** ACGME requires “Security and safety measures appropriate to the participating site.” *ACGME Institutional Requirements (2014)* II. F. 2. Many Residents have expressed concern over their safety in walking to and from the parking lots.

*Parking is still not affordable. Residents who are required to work long hours, and often leave late at night in the dark, should not be gouged by these parking fees. Nor should they be walking in the dark to off site parking spots.*

**B. Proposal:** Residents may request a security officer escort to and from parking between hours

of 8:00 p.m. and 6:00 a.m. and closer parking in the Dickinson Lots.

### VIII. EDUCATIONAL STIPEND (MOU §10)

**A. Background:** Presently the MOU provides: “10.2 UCSDHC will provide the Association, by December 20th following each Academic year covered by this Agreement, a full accounting of all Education Funding paid to the departments.”

**Issue:** The UCSDHC has never provided this accounting. Accordingly it is not surprising that ninety-two Percent (92%) of current residents report that they have no idea how the Departments use the Department’s 50% of the annual Educational Stipend. (2015 SDHSA Survey)

**B. Proposal:** The entire \$1,000.00 Educational Stipends be paid directly to the Residents.

### IX. HOUSE OFFICER LICENSURE FEES (MOU §9)

**A. Background:**

Presently, Section 9.1 of the MOU provides that “UCSD will reimburse represented House Officers for licensing and re-licensing fees paid to the California State Medical Board. These fees include the application fee, fingerprint processing fee, and the initial licensing fee. UCSD will also reimburse represented House Officers for the USMLE Step 3 Fee and for the fee associated with the Examination History Report.” Yet, longer programs (i.e., surgery, radiology, etc.) require multiple licensing (every two years) and subsequent reimbursement is not covered.

The following are comments from the 2015 SDSHA Survey:

*The reimbursements for licensing and board exams should come earlier than second year.*

*Reimbursements for licenses and boards needs to come sooner!*

**B. Proposals:**

1. That Licensing Fees be covered during the entire term of all residency programs.
2. That the licensing fee reimbursement be made available to coincide with the time the Residents are required to pay them.
3. UCSDHC pay for all required professional board memberships, licensing fees, and exam registration fees. For example, a radiology resident pays \$645 every year and then an additional amount for the certifying exam.

## X. RETIREMENT MATCHING FUNDS

**A. Background:** Matching retirement contributions are a fairly common practice in the working sector. Currently, House Staff are required to contribute to a default retirement savings plan with many choosing to change this to a retirement contribution plan composed of mixed investments. Whichever vehicle is chosen, there is currently no contribution to the plans from UCSD. Disability insurance benefits are centrally controlled by the University. The Residents are provided no input or control as to the quality, placement or security of these benefits.

The following are comments from the 2015 *SDSHA Survey*:

*UCSD should offer matching payment benefits for retirement just like the majority of other employers.*

*Would like to see improvement in the disability insurance policy.*

*Would really like our retirement fund to be a 401k or 403b or Roth IRA instead of a savings account.*

### **B. Proposals:**

1. The University shall match 100% of retirement contributions up to a maximum of 10% of the House Staff Physician's salary.
2. The UC provide Residents with annual summaries of their retirement benefits and disability insurance coverage.

## XI. ACADEMIC TIME (MOU § 24)

**A. Issue:** Presently § 24 of the MOU provides that “With the approval of the Training Program Director, House Officers may be granted up to five work days of leave with pay, per academic year, to pursue scholarly activities pursuant to their educational curriculum.” Yet, some Programs emphasize the importance of academic pursuit and encourage residents to attend conferences, for up to 10 days.

**B. Proposals:** With the approval of the Training Program Director, House Officers may be granted **at least** five work days of leave with pay, per academic year, to pursue scholarly activities pursuant to their educational curriculum. Additional days may be granted with the approval of Training Program Director.”

## XII. LOUNGE (MOU § 14)

**A. Background:** Presently the MOU provides that: “14.2 During the term of this Agreement the University agrees to maintain the existing SDHSA lounge and the existing amenities with the

addition of a printer and paper supplies. The University shall provide four (4) reams of paper per month to be placed in a cabinet near the printer. Toner and ink will be replaced as needed. The lounge is to be used by UCSDHC physicians only.”

The “existing SDHSA lounge” refers to the lounge at the Hillcrest hospital. It should be noted that the previous “physician lounge” at Thornton (not specifically for house staff) no longer exists. Thus, there is NO SPACE at Thornton for residents to work. Residents are often forced to “steal” a nurse’s station.

The phrase “existing amenities” is not defined but includes: a seating area (couches/chairs), four computers, printers, television, table and coffee machine. Ninety-two percent (92%) of Residents say that a Resident Lounge is needed at the Thornton Hospital and the new Jacobs Center similar to the Resident Lounge at Hillcrest. As indicated by the *2015 SDHSA Survey*, there is a question as to whether the Hillcrest Lounge is being adequately maintained.

Comments:

*The lack of resident lounge at Thornton is pretty bad. I have to carry my bag around with me and my coffee mug. The nurses always yell at me when I have my coffee mug on the floor, but I have no where else to put it!*

*This is critical to have a space to work, sleep, relax, refresh, or snack. It should have at least 10 computers, workstations, and a printer/copier.*

**B. Proposal:** Revise: 14.2 During the term of this Agreement the University agrees to provide a Resident Physician Lounge at Hillcrest, Thornton Hospitals and Jacobs Hospitals (the “Lounges”). Each Lounge will have appropriate furniture, at least four (4) computers with internet access, a working printer, free coffee service and cable television. UCSDHC will maintain the Lounges in clean condition along with the existing amenities including coffee, paper supplies (including four (4) reams of paper per month) toner and ink to be replaced as needed. The Lounges are to be accessible by House Staff only.

### **XIII. GYM / EXERCISE ROOM**

The business of UCSDHC is “health” and it makes sense that it is in the best interest of UCSDHC to keep its Residents healthy. A move in this direction would include making a gym or exercise facility available to Residents. Eighty-four percent (84%) would also regularly use a local gym membership if available. *2015 SDHSA Survey*.

Comments:

*Absolutely necessary. Really need a gym as well.*

*Hillcrest Gym!!!!!!! I know one exists but more limiting than the equipment available is the size of the space that does not allow for more equipment.*

**A. Proposals:**

1. Residents be provided a free membership to all UCSD gymnasiums / exercise facilities.
2. Discounted membership at local health club.

**XIV. UNIFORMS & LAUNDRY (MOU § 25)**

**A. Background**

Quite a number of Residents are unaware of the uniform and laundry policy as indicated by the 2015 SDHSA Survey. Although the SDHSA will endeavor to make this benefit more known, it was also discovered that the present hours when the laundry service is available make the benefit virtually inaccessible.

The following are comments from the 2015 *SDSHA Survey*:

*To my knowledge this does not exist any more.*

*I had to pay for my own uniform and didn't get a subsidy which is ridiculous  
Please make laundry hours more available, as it is very difficult to actually get to  
any of the laundry services with the hours worked by residents.*

*The laundry facility hours are ridiculous. How often do any of us have time available  
to go to the laundry facility during those hours?*

*Hillcrest has the weirdest combination of hours for drop off, and while there is an  
hour somewhere close to lunch time, most residents have required noon conferences.  
Also, Less than 1 week turnaround or at least some alternative to having to go back  
to Hillcrest for pick-ups.*

*Our scrubs are so dingy. Half of the scrubs I get from the pyxis are torn and look  
very low class. We're surgeons our scrubs shouldn't look like they've been worn all  
over the country! The very least try dark blue scrubs from the UASC. Those look so  
much better and are not nasty!*

*Open for more hours or a drop off bin service.*

*Scrubs should be allocated to residents. We should be able to get scrubs from linens  
department and drop off used ones.*

**B. Proposals:**

1. UC to continue provision of three new lab coats for all entering residents.
2. UC provide each Resident with one new lab coat every year.
3. The hours for laundry drop off and pick up be expanded to allow reasonably convenient utilization by Residents.
4. UC pay for embroidery of each new lab coat, i.e., three at entry and one per year thereafter. Embroidery should consist of resident name and department.

**XV. HOLIDAYS / LEAVE (MOU §23 / 24, HOPPD page 8)**

**A. Background**

Presently, the MOU provides that “House Officers receive holiday pay pursuant to University policies.”

The following are comments from the 2015 *SDSHA Survey*:

*I think we should be given holiday pay (ex. \$300 a shift), it would help soften the blow of working on Christmas, new years, Thanksgiving.*

**B. Proposal:** The UC provide Residents who work on Thanksgiving, Christmas and New Year’s an extra \$300 per shift.

**XVI. LANGUAGE & PROCEDURE (MOU § 3)**

**A. Modify 13.1:** “13.1 The term “Association” as used in this Agreement refers to the San Diego House Staff Association, a *California Non-Profit Corporation*, the exclusive representative of the House Staff Physicians covered by this Agreement.”

**B. Notice Change of Benefits.** Presently the MOU provides that: “3.8 University agrees not to reduce the disability benefits currently provided to House Staff without first obtaining the agreement of the Association.”

**1. Proposed Revision:** “3.8 University agrees not to reduce or otherwise change any benefits currently provided to House Staff without first obtaining the agreement of the Association.”

**2. Why Needed:** No logic to limiting notice to just disability benefits.

**C. SDHSA Table.** Presently the MOU provides that: 3.4 An informational letter about the SDHSA will be mailed to new House Staff with the individual's final contract offer. SDHSA will be permitted to have a table set up at orientation outside of the auditorium.

**1. Proposed Revision:** 3.4 An informational letter about the SDHSA will be mailed to new House Staff with the individual's final contract offer. SDHSA will be permitted to have a table set up at New Staff orientation in an appropriate agreed upon place.

**2. Why Needed:** Vague language presumes always held at some “auditorium.”

## **XVII. REPORTS & NOTICES (MOU § 3, 15, 18)**

### **A. Background**

Without accurate and proper lists and contact information, the SDHSA is severely hampered in performing its functions. Obtaining accurate, proper and timely reports has been a continuing issue. See Complaint (Grievance 2014-2). The UC is required to provide the following reports to the SDHSA:

15.9 . . . Accompanying the check shall be an accurate electronic and printed deduction **report**, which shall contain an alphabetical listing of the represented House Staff Physicians for whom **payroll deductions were made**. The report shall include the represented House Staff Physician identification number, represented House Staff Physician name, and amount withheld. . . . The University shall send reports via electronic mail to the SDHSA **treasurer, SDHSA administrative assistant and the SDHSA's attorneys**. At the end of each academic year, the University shall provide an informational letter to all residents, with an explanation of rights, fees, and opt-in and opt-out procedures.

15.4. . . . The University will send a copy of the written request for cancellation of dues deduction to SDHSA.

Also

18.1 University agrees to provide the SDHSA, by the 20th of each month, **a list of current House Staff** by department and ID number.

18.2 University agrees to provide SDHSA **a list of incoming interns and residents** by July 31st of each year.

Presently the MOU provides that: 3.10 All notices to the Association as required herein shall be in writing and shall be sent to, at a minimum, the then current, as last designated by the Association in writing, **President, Secretary of the Association and the Association's Attorneys**.

**1. Issue:** The two primary reports to be provided by the UC are the (1) **Standard Deduction Report (SDR)** (§ 15 above) and the (2) **Active Resident Reports (ARR)** (§ 18 above). The SDR has the names but NO contact information and so it is impossible to notify

the 99s that they need to “opt-out” a function that the UC should be doing.

**2. Issue:** The UC has not consistently sent the SDR to “SDHSA treasurer, SDHSA administrative assistant and the SDHSA's attorneys” and not provided the ARR to the right persons in a timely fashion.

**3. Issue:** In 2014, the UC failed to “At the end of each academic year, the University shall provide an informational letter to all residents, with an explanation of rights, fees, and opt-in and opt-out procedures.”

**B. Proposals:**

1. The **Standard Deduction Report** (SDR) will provide email contact information.

2. Discussion of why in 2014, the UC failed to “At the end of each academic year, the University shall provide an informational letter to all residents, with an explanation of rights, fees, and opt-in and opt-out procedures” and possible remedies.

3. **Revision:** 3.10 All notices and reports which are to be issued the Association as required herein shall be in writing and shall be sent to, at a minimum, the then current, as last designated by the Association in writing, President and Secretary of the Association and the Association's Attorney.

**a. Why Needed:** There has been a problem with whom and when notices and reports go to (See Above). It makes sense to standardize so that all reports and notices go to the same people to eliminate confusion.

4. Discussion of why the UC does NOT “18.2 . . . provide SDHSA a list of incoming interns and residents by July 31st of each year” and how to remedy the situation.

5. **Contact Person.** Whenever there is a problem with obtaining a timely report, there is a person designated to contact.

**XVIII. “99s” & THE “OPT-OUT PROCEDURE (MOU §\*\*)**

**A. Background:**

SDHSA is certified by PERB as the exclusive representative for specific UC employment “titles” (See MOU § 1 and Public Employment Relations Board in Case No. SF-RR858-H). After completion of their residency, some people continue to be employed by the UC system in a position not represented by SDHSA. These persons (not represented by SDHSA) are of course not required to pay dues or agency fees. When these persons transition to a non-represented position, it is incumbent upon the UC to re-classify the person's UC employment “title.”

It was presumed for years that once a person moved to a non-represented employment title, that the UC would cease collecting SDHSA dues/fees. This turned to not be true. Although anyone, specifically herein, UC employees in employment titles not represented by SDHSA (herein “Former SDHSA Members”) may be a dues paying member of SDHSA, logically most persons do not desire to remain part of a union which does not represent them. Logically, it was presumed that once these persons had moved on to a non-represented position in the UC system, the UC would cease collecting SDHSA dues. This turned out to not be true. One would have also presumed that since the UC knows who these people are (as they have to issue them new employment titles and SDHSA does NOT have this information), the UC would have at least notified these persons of their right to no longer pay dues. This turned out to not be so.

Oddly enough, it appears that the UC automatically ceases collection of agency fees but has taken the position that it has neither the duty to inform SDHSA “members” of their change of status nor cease collection of dues. This has resulted in what are called the “99s” in the Standard Deduction Reports issued by the UC. These are UC employees not represented by the SDHSA who continue to (presumably unknowingly) pay dues to the SDHSA. Although the SDHSA has made a concerted effort in the last few year to notify and eliminate 99s from the dues paying rolls, illogical UCSD policies hamper this process. These illogical policies are:

(1) The UC requires Former SDHSA Members to affirmatively “opt-out” of paying dues through a procedure that until recently was not even known to Residents.

(2) Although UCSD agreed to notify Former SDHSA Members in the last MOU, it does not take this duty seriously and last year failed to issue the required notice.

(3) The UC has abdicated responsibility for informing Former SDHSA Members of their change of status and the fact they are no longer required to pay dues and /or ceasing collecting dues.

(4) Although the UC has de facto dumped the responsibility for informing Former SDHSA Members of their change of status, only the UC knows who these people are and how to contact them because the UC refuses to provide the SDHSA contact information on the grounds of invading the 99's rights of privacy.

The result is that (a) There remains a number of 99's who never get removed (and are added to every year) and (b) The SDHSA regularly receives requests for “refunds” from persons who the SDHSA are unable for whatever reason to contact.

Presently the MOU states:

“15.4 A represented House Staff Physician may at any time cancel her/his authorization for payroll dues deduction by presenting her or his written request for termination and cancellation to the Director of Labor Relations. The University will send a copy of the written request for cancellation of dues deduction to SDHSA.”

“15.13 Upon the request of SDHSA, representatives of the University shall meet with SDHSA on or before August 31 of each year, or as soon as feasible, after the appointment status of Residents has been updated in the University's records for the academic year. The purpose of the meeting shall be for the University to share information with SDHSA regarding transfers of trainees in and out of the bargaining unit. The parties shall also discuss options for the University to cooperate with SDHSA in providing information to trainees who have left the bargaining unit regarding their right to discontinue authorizations for deductions of SDHSA dues.”

**1. Issue:** Although a request was made in 2014 - the UC ignored said request and failed to comply with the terms of the MOU.

**a. Proposal:** Discussion of why in 2014, the UC failed to “At the end of each academic year, the University shall provide an informational letter to all residents, with an explanation of rights, fees, and opt-in and opt-out procedures” and possible remedies.

**2. Issue:** A House Staff Physician “represented” by the SDHSA may elect to not be a member but at such time is still obligated to pay agency fees. This does not refer to unrepresented “physicians” who typically have completed their residency and commenced to be employed by UCSDHC in a different capacity. These persons have been referred to as code “99s.” Although the UC knows about the change of status of these persons (and enters them under a different employment title in their payroll system, presently the UC neither terminates collecting dues from these 99s nor notifies them of its “opt-out” requirement. This system has caused confusion and problems for years.

**3. Proposal:** It is necessary for the University to correct these issues and guarantee the accuracy of membership deductions taken from resident paychecks, the accuracy of the membership list provided to the SDHSA each month, and that the University be responsible for resolving any errors or omissions within one (1) month of identifying any deficiencies. If the UC fails to correct shortfalls because of their error, then the UC should be responsible.

## **XIX. SDHSA MEMBERSHIP / DUES & AGENCY FEES (MOU §15)**

### **A. Background - Failure of UC to Collect Proper Dues**

Presently the MOU states:

The University agrees to deduct from the pay of represented House Staff Physicians the amount of agency fees and dues SDHSA has certified in writing.

15.9 The University shall remit to SDHSA, in the form of a check to an address or electronic transfer to a bank account designated by SDHSA, an amount representing

the dues/fees deductions.

15.11 If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions shall not exceed two (2) times the normal dues amount in any given pay period.

**1. Issue - Collections:** The UC has repeatedly failed to deduct and remit the proper amount as certified by SDHSA.

**2. Issue - Consequences of Failure to Collect:**

Presently the MOU states:

“15.10 If the University fails to make appropriate authorized payroll dues or fee deductions, or any part thereof, the University shall correct the deduction amounts by the next pay period, that is, if UC San Diego Health System Office of Labor Relations receives the correction request by the 20th of the month, the UC San Diego Health System will have the correction reflected no later than the second check following the submission.”

“15.11 If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions shall not exceed two (2) times the normal dues amount in any given pay period.”

Since the UC failed to provide the reports it was obligated to provide, in a timely manner and to the proper persons, in 2013-2014 it escaped the attention of SDHSA that the UC had failed to collect the proper amount of dues and agency fees. Accordingly, it was improper for the UC to want to back charge residents for its failures.

**3. Issue - Change of Amount:** Presently the MOU states: “SDHSA may change the amounts to be deducted from represented House Staff Physician pay once per calendar year.” **Proposal:** It would seem to make more sense to do it on an academic year.

**4. Issue - Notice of Cancellation:** Presently the MOU states: 15.4. . . . The University will send a copy of the written request for cancellation of dues deduction to SDHSA.

While it is apparent that people have “opted-out,” the SDHSA has never received any of

these “a copy of the written request for cancellation of dues deduction.”

**B. Proposals:**

1. The UC will be responsible for shortfalls in dues and fees when these are caused by the UC’s failure to implement increases pursuant to this section. Any errors in deducting the proper amount of dues or fees will be compensated by the UNIVERSITY and not retro-actively deducted from the residents or the SDHSA who were not responsible for the error.
2. Discussion of why the University is not complying with 15.4 and remedies.

**XX. “RESEARCH” RESIDENTS & FELLOWS (MOU § 1)**

**A. Background**

A Resident’s “membership” in the SDHSA and the payment of SDHSA Membership “dues” or the Resident’s payment of “Agency” dues is determined by payroll codes. These codes and the Resident’s status often change for various reasons including the fact that some residents will transition to research positions during or after their residency. “Fellows” are typically performed post-residency but some research years are required (or highly recommended) or “folded” into a residency program.

Although it was the intent of the original PERB certification that all UCSD Residents would be represented by the SDHSA, UCSD has an un-published policy of re-classifying (re-titling) Research Residents so that they are not in the titles represented by the SDHSA. Although it is the duty of the University to track these changes and to make the appropriate changes to each Resident’s status, (and their attendant codes) it has come to the attention of the SDHSA that many residents remain inappropriately coded and their status wrongly recorded. This has resulted in the need for letters of apology, notices with instructions for changing status, refunds and generally a state of confusion. Although the SDHSA has worked with the various Departments to correct these problems, it appears that they remain and has led to significant frustration on the part of residents, SDHSA officers, and the payroll department with regard to membership fee payments, housing and education stipends, and obtaining an accurate membership email list.

Certain specialties either require or strongly encourage that as part of their program, that Residents participate in a year or two of “research.” These are sometimes referred to as “Research Residents.” Although “Fellowships” are typically performed post residency, it is well known that they are often “folded” into the residency years. Among the specialties that require a research year include: Ortho, Otolaryngology and Radiology (is nearly mandatory to find a job).

The majority of residents believe that they should remain represented by the SDHSA while spending a year or more doing research during their residency. 2015 SDHSA Survey.

**B. Proposals:**

1. That all persons who participate in a “research year” during their residency remain classified in an Employment Title which is represented by the SDHSA.
2. If a Department intends to assign an alternative Employment Title to a person prior to the completion of their residency, advance notice is provided to the SDHSA.
3. Agreement is reached on the basis for reclassification and what the procedure is followed to notify the SDHSA.

**XXI. GRIEVANCE PROCEDURE (MOU §1 and §3)**

Presently the grievance procedures are ill-defined and confusing which will lead to wasted resources by both parties. Better defining the procedures will alleviate this problem.

**A. Language § 1.3**

**Presently:** “1.3 Except as provided herein, neither party will have any duty to meet and confer for the purpose of modifying terms and conditions to the Agreement.”

**Proposed Revision:** Add “Regardless of the foregoing, if during the term of this Agreement, the SDHSA identifies an issue related to or deriving from the terms of this Agreement, the SDHSA may petition the Administration to initiate a formal meeting to review the issue and discuss the need for changes to this Agreement or other actions which might be taken to resolve the issue. Such petition shall be issued to the Office of UCSDHC Medical Labor Relations who shall respond within fifteen days with a proposed meeting date to be held within thirty days of the response.”

**Why Needed:** At times unforeseen changes occur which change or affect the terms of the Agreement. An example would be the reduced hours of the Cafeteria in Hillcrest. The result was to severely affect the value of the Meal Allowance.

**B. Language § 3.3**

**Presently:** “3.3 The Association may pursue alleged violations of this Agreement by filing a written complaint with the Director of Labor Relations. The complaint must be filed within forty-five (45) days of the date the Association knew or should have known of the alleged violation. The foregoing shall not be deemed a limitation barring pursuit of remedies by the Association authorized by law. The complaint will be forwarded by the Labor Relations office to the Chief Operating Officer (CEO) for review and response within a timely period but in case no more than forty-five (45) days from the receipt of the complaint. The time limit for the CEO's response may be extended by agreement between the University and the Association. The parties may agree to appoint a mutually agreed upon fact-finder to review the relevant issues and facts and to so advise the CEO. The CEO shall review the findings of fact and issue a final decision regarding the

grievance.”

**Proposed Revision:** 3.3 The Association may pursue alleged violations of this Agreement by filing a written complaint with the Director of Labor Relations for UCSDHC Health System. The complaint must be filed within sixty (60) days of the date the Association knew or should have known of the alleged violation or the date of the last response from the Administration discussing the issue. The foregoing shall not be deemed a limitation barring pursuit of remedies by the Association authorized by law. The complaint will be forwarded by the Labor Relations office to the Chief Operating Officer (CEO) for review and response within a timely period but in case no more than forty-five (45) days from the receipt of the complaint. The time limit for the CEO's response may be extended by agreement between the University and the Association. The parties may agree to appoint a mutually agreed upon fact-finder to review the relevant issues and facts and to so advise the CEO. The CEO shall review the findings of fact and issue a decision regarding the complaint. If the Association remains dissatisfied with the decision of the CEO \*\*\* (to be agreed upon).”

**Why Needed:** It would be preferable to resolve issues without the need for a formal “complaint” or grievance and extending the time limit to 60 days allows for discussion. Adding “Director of Labor Relations for UCSDHC Health System” corrects misleading language. Additional language is proposed to eliminate the need to resort to a PERB complaint if the CEO decision is unacceptable.

#### C. Language § 7.1

**Presently:** “7.1 Rules regarding House Staff work environment are to be governed by the UCSDHC House Officer Policy and Procedure Document. To the extent the House Officer Policy and Procedure Document and this Agreement conflict, this Agreement shall control. Modifications to the UCSDHC House Officer Policy and Procedure Document which are within the scope of bargaining will be addressed in accordance with the provisions of HEERA.”

**Proposed Revision:** 7.1 Rules regarding House Staff work environment are to be governed by the UCSDHC House Officer Policy and Procedure Document. To the extent the House Officer Policy and Procedure Document and this Agreement conflict, this Agreement shall control. Modifications to the UCSDHC House Officer Policy and Procedure Document which are within the scope of bargaining will be addressed in accordance with the provisions of Section 3 herein and HEERA.

**Why Needed:** It makes sense to refer matters to an in-house system to address issues before having to take a matter to PERB.

## XXII. DISCIPLINARY PROCEDURES (MOU & HOPPD)

**A. Present Discipline Procedure:** ACGME requires that the Institution’s “contract/agreement of appointment must directly contain or provide a reference to the following items: . . .grievance and

due process.” *ACGME Institutional Requirements (2014)* IV. B. 2. and “IV.D. Grievances: The Sponsoring Institution must have a policy that outlines the procedures for submitting and processing resident/fellow grievances at the program and institutional level and that minimizes conflicts of interest.” Presently the MOU states that: “16.1 House Staff will not be disciplined or dismissed from employment without due process as outlined in the UCSDHC House Officer Policy and Procedure Document. A copy of the Discipline, Dismissal, Due Process Section of the UCSDHC House Officer Policy and Procedure Document is attached as Appendix 'A'.

**Issue:** The HOPPD discipline and dismissal procedure is convoluted, confusing and illogical. The procedure must be re-written so that all parties have reasonably understandable procedures to follow thereby satisfying the need for “due process.”

## **B. Proposals**

**1. Revision of HOPPD Disciplinary Procedures.** The HOPPD Disciplinary Procedures be revised to clarify issues and procedures.

**2. Strikes.** Presently the MOU provides that: “8.3 A represented House Staff Physician violating this section will be subject to discipline up to and including termination of employment.”

**a. Proposed Revision:** Eliminate section 8.3.

**Why Needed:** There is no specified procedure for the determination of whether or not a House Staff Physician had violated section 8. Given that the language of section 8 is at best vague, the power of section 8.3 to terminate a SDHSA officer could be subjective and without any form of due process.

## **CONCLUSION**

The SDHSA desires, as does the University, that UCSDHC Healthcare retains its status as a world-class institution and continues to strengthen its recognition in the community. At the same time, increasing financial pressures, often the result of residing in one of the most expensive cities in America has put the UCSDHC Residents in a precarious position. These financial needs and the other needs of the UCSDHC Residents should be addressed as we have proposed herein. The SDHSA looks forward to fruitful discussions on the proposals and a quick formulation of the 2015 MOU. Thank you for your time and attention.

## ENDNOTES

1. U.S. News & World Report Best Hospitals 2014-15:  
<http://health.usnews.com/health-news/best-hospitals/articles/2014/07/15/best-hospitals-2014-15-overview-and-honor-roll>
2. Mayo Clinic: <http://www.mayo.edu/msgme/residencies-fellowships/compensation-and-benefits>
3. John Hopkins Medicine:  
<http://www.hopkinsmedicine.org/emergencymedicine/residency/benefits/>
4. Brigham and Women's Hospital:  
[http://www.brighamandwomens.org/Departments\\_and\\_Services/medicine/medical\\_professionals/residency/MedPeds/curriculum.aspx](http://www.brighamandwomens.org/Departments_and_Services/medicine/medical_professionals/residency/MedPeds/curriculum.aspx)
5. Cleveland Clinic:  
<http://my.clevelandclinic.org/services/anesthesiology/for-medical-professionals/residency>.
6. Vanderbilt University: [https://medicine.mc.vanderbilt.edu/residencyprogram\\_benefits](https://medicine.mc.vanderbilt.edu/residencyprogram_benefits)
7. Icahn School of Medicine at Mount Sinai:  
<http://icahn.mssm.edu/departments-and-institutes/psychiatry/educational-programs/psychiatry-residency/current-residents/salaries-and-benefits>
8. UW Medicine:  
<http://www.uwmedicine.org/education/documents/gme/UW-Resident-Fellow-Stipend-Schedule.pdf>
9. McGaw Medical Center of Northwestern University:  
<http://mcgaw.northwestern.edu/current-housestaff/housestaff-manual/stipend>
10. Cedars-Sinai:  
<http://www.cedars-sinai.edu/Education/Graduate-Medical-Education/Compensation-Benefits-and-Policy-Information.aspx>
11. Penn Medicine:  
[http://www.uphs.upenn.edu/internal-medicine-residency/our\\_program/faq.html#4](http://www.uphs.upenn.edu/internal-medicine-residency/our_program/faq.html#4)