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Dave Dashefsky   *Via Electronic Mail*
CIR/SEIU
1050 Marina Village Parkway, Suite 201
Alameda, CA 94501

Re: **Negotiations between the University of California, San Francisco (UCSF) and Committee of Interns and Residents for an Initial Contract**

Dear Dave,

In accordance with the Higher Education Employee Relations Act (HEERA), UCSF is prepared to open negotiations with the Committee of Interns and Residents (CIR) for an initial contract between the parties. This is to confirm our discussion regarding public notice meetings that will take place on January 24, 2018, from 5:30 p.m. to 7:30 p.m. at UCSF School of Nursing Room N-721 at 2 Koret Way San Francisco, CA. A second public meeting will be held on January 31, 2018, from 1:00 p.m. to 3:00 p.m. at Toland Hall Auditorium (first floor of UC Hall – Room U-142) 533 Parnassus Avenue, San Francisco, CA.

Attached is a copy of the public notice document that will be posted on the University of California Office of the President website.

In sum, the University will propose the following contract terms:

ARTICLE	UC PROPOSAL
Access	Propose a reasonable access policy for CIR-SEIU in the workplace.
Adherence to General University Policies	Propose that all employees in the unit continue to comply with and are covered under applicable University of California and UCSF Campus and Health System policies, and any other applicable policies, e.g. VA, ZSFG and other applicable locations.
Appointment Duration	Propose maintaining one year appointments with University discretion to re-appoint or not-reappoint.

Benefits	Continue to provide quality benefits that include, but are not limited to: health, dental, vision, accidental death and dismemberment, long term disability, malpractice insurance, housing and meal assistance and access to parking and transportation services as available. Required participation in the University of California Defined Contribution (DCP) as safe harbor participants. Preserve ability to negotiate health and welfare benefits on an annual basis.
Discipline/Dismissal	Propose that employees shall not be dismissed from employment without academic due process as outlined in the UCSF House staff Information Booklet.
Dues Deduction/Agency Fee	Ensure a mechanism to deduct union fees/dues through payroll deduction that provides for full indemnification for the University.
Duration	Propose a multi-year contract.
Grievance/Arbitration	Propose a grievance/arbitration policy to adjudicate allegations of contract violations. Ensure that issues related to academic due process are outside the grievance procedure.
Health and Safety	Propose policy that University will continue to provide safe work environment for employees in the bargaining unit.
Hours of Work/Duty Hours	Propose that hours of work/duty hours remain as set by the program and institution in compliance with the ACGME Work Hour Guidelines.
Leaves of Absence	Provide leaves of absence that are consistent with all applicable laws, policies, and program requirements.
Management/Academic Rights	Maintain management rights, including right to manage all operations, including protecting management's sole discretion to make all decisions with respect to academic program requirements, clinical care, hiring/reappointment decisions, qualifications.

Moonlighting	Maintain reasonable moonlighting policy that includes requirement that moonlighting not interfere with the goals and objectives of the educational program. Preserve flexibility with regard to program-specific policies with respect to employee (internal and external) moonlighting.
Recognition	Recognize CIR-SEIU as the exclusive representative for matters within the scope of representation of bargaining as certified by the Public Employment Relations Board in Case #SF-RR-989-H. Delineate classifications within the bargaining unit and those that are specifically excluded. Provide for mechanism to resolve disputes over unit recognition matters.
Severability	In the event that any part of the agreement is illegal, etc., the remaining conditions remain in full force and effect during the term of the agreement.
Sick Leave	Maintain reasonable sick leave policy.
Vacation Leave	Maintain reasonable vacation policy.
Wages	Propose a wage plan that will continue to attract a highly qualified workforce. Maintain the current pay structure for post-MD trainees. Maintain flexibility to provide supplemental compensation where currently exists and as determined in the future.
Waiver	The parties waive the right to negotiate over topics raised in the agreement. However, University may implement changes that do not conflict with the agreement or in areas not covered by the agreement.
Work Rules	Propose policy that University maintains right to create, modify and eliminate work rules as necessary for efficient workplace operations and standards, as long as those rules do not conflict with the provisions of the agreement.

Work Stoppages	Propose prohibition on striking or sympathy strikes during the term of this agreement and/or during subsequent expired contract due to health and safety nature of bargaining unit.

Past Practice not covered by Agreement – Ability to change past practice with reasonable notice to CIR-SEIU.

The University reserves the right to raise and bargain over additional topics throughout the negotiation process.

I look forward to seeing you on January 24, 2018, at the first Sunshine Meeting.

Sincerely,

Timothy G. Yeung
Chief Negotiator

Attachment: Public Notice UCSF/CIR Initial Contract Negotiations

cc: Shelley Patton, Director of Employee and Labor Relations
       Kelly Sheridan, Manager of Labor and Employee Relations
       Michelle Pero, Labor and Employee Relations Representative
       Alla Barkan, Labor and Employee Relations Representative
       Anthony DiGrazio, UCOP Office of Labor Relations
       Kurt Steinhoff, UCOP Office of Labor Relations