

# **THE COMMITTEE OF INTERNS AND RESIDENTS/SEIU HEALTHCARE (CIR/SEIU)**

## **INITIAL BARGAINING PROPOSAL FOR SUNSHINE**

JANUARY 2018

The Committee of Interns and Residents/SEIU Healthcare (“The Union”) hereby submits the following initial proposal for a collective bargaining agreement with the University of California, San Francisco (“The University”). All agreements reached on individual items shall be tentative, subject to a final tentative agreement on the contract.

The Committee of Interns and Residents/SEIU Healthcare reserves the right to create, add to, delete from, amend, and modify its proposals during the negotiations process. Unless otherwise indicated, proposals are in conceptual format

### **ARTICLE 1: RECOGNITION**

- Recognize the appropriate bargaining unit of Interns, Residents, and Fellows according to their title codes
- Define “Residents” for the purposes of the collective bargaining agreement as the aforementioned bargaining unit

### **ARTICLE 2: DURATION**

- Define the length of the Contract
- Establish automatic renewal in the absence of an intent to bargain
- Establish the window for intent to bargain notification

### **ARTICLE 3: DUES DEDUCTION**

- Allow for payroll dues deduction for union members
- Allow for the deduction of agency fee for non-members
- Provide the Union with electronic lists of incoming and graduating members at defined intervals
- Provide for union security
- Indemnify the University from liability related to the deduction of dues

### **ARTICLE 4: PAC CHECK-OFF**

- Allow for Payroll deduction of Political Action Fund contributions with signed authorization

### **ARTICLE 5: SALARY**

- Define PGY Promotion
- Increase wages to remain competitive in the face of rising costs of living and attract the best candidate pool
- Stipulate salary increases for each academic year
- Define the Chief Resident differential

#### **ARTICLE 6: HOUSING**

- Establish University commitment to continuing to pay a housing allowance
- Increase the housing allowance to remain competitive in the face of rising costs of living and attract the best candidate pool
- Establish maintenance of existing supplementary housing payments for departments which receive them.

#### **ARTICLE 7: PROFESSIONAL TRAINING**

- Defines which professional trainings and certifications will be paid for by the University

#### **ARTICLE 8: WHITECOATS & SCRUBS**

- Establish the quantity and frequency of University provision of white coats and scrubs to Residents

#### **ARTICLE 9: MEALS**

- Establish a minimum monthly meal allowance
- Define meal allowances by department

#### **ARTICLE 10: PROFESSIONAL LICENSE & EXAM FEES**

Establish University reimbursement of required professional license and exam fees

#### **ARTICLE 11: EDUCATION & CONFERENCE FEES**

- Establish University reimbursement of educational expenses and conference fees
- Set an annual reimbursement threshold for all Residents
- Capture the current practices of departments with an existing benefit

#### **ARTICLE 12: PARKING**

- Provide equitable access and pricing of parking to Residents.

#### **ARTICLE 13: LEAVE TIME**

- Define the length of vacation leave and the methodology for scheduling
- Define the length of sick leave and accrual methodology
- Define the length of new parent leave and its interaction with other leave types and Family and Medical Leave Act (FMLA)
- Define family and medical leave practices
- Define pregnancy related disability leave
- Establish waiver language for meeting appropriate RRC requirements
- Define Jury leave and compensation

#### **ARTICLE 14: BENEFITS**

- Establish provision of health, dental, prescription, vision, and short and long term disability benefits to Residents
- Define the procedure through which changes to benefits may be made
- Define the cost paid by Residents for benefits

**ARTICLE 15: ACCESS**

- Establish Access to the University by Union representatives

**ARTICLE 16: GRIEVANCE & ARBITRATION PROCEDURE**

- Defines items eligible for grievance and arbitration
- Establish the grievance procedure
- Establish the process for arbitration
- Establish time limits for grievance and arbitration
- Establish a list of arbitrators

**ARTICLE 17: ADMINISTRATIVE ACTIONS**

- Define "Administrative Actions"
- Establish due process procedures for Administrative Actions
- Establish timeline for renewal notification
- Specify which administrative actions are subject to the grievance procedure

**ARTICLE 18: EMPLOYEE LIST & ORIENTATION**

- Provide the Union with a list of all incoming Residents by a set interval before the beginning of a new academic year
- Allow the Union access and time at new Resident orientations

**ARTICLE 19: LABOR MANAGEMENT MEETINGS**

- Establish regular Labor Management Meeting with the University and the Union

**ARTICLE 20: JOINT EVENTS**

- Establishes cosponsorship and expense splitting by the Union and University for joint events

**ARTICLE 21: PHYSICIAN IMPAIRMENT**

- Defines chemical dependency as an illness
- Provides process which a Resident is eligible for treatment

**ARTICLE 22: WELL-BEING**

- Defines Resident well-being as a joint priority of the Union and the University
- Establishes programming, and/or benefits, and/or committee structures which promote Resident well-being

**ARTICLE 23: PAGERS**

- Establishes University provision of pagers to all Residents
- Establishes the procedure for the University to make changes to the pager policy

**Article 24: PHYSICIAN DIVERSITY**

- Defines a diverse and culturally competent Resident workforce as a joint priority of the Union and the University
- Establishes programming, and/or funding structures, and/or committee structures which address workforce diversity and/or the physician pipeline

**ARTICLE 25: MOONLIGHTING**

- Capture the existing moonlighting policies that will be continued
- Establish moonlighting policies

**ARTICLE 26: EMPLOYMENT SECURITY**

- Protects Residents from being unable to complete their training due to program closures
- Sets time bar for notification of program closure or change in accreditation status
- Provides for compensation of displaced Residents
  
- Establishes University commitment to assisting displaced Residents in finding new positions

**ARTICLE 27: CALL ROOMS**

- Establish commitment to call rooms meeting ACGME standards
- Establish UCSF's commitment to properly maintaining and cleaning call rooms
- Establish a process for both parties to review the status of call rooms

**ARTICLE 28: RESIDENT LOUNGES**

- Establish University commitment to a properly equipped and maintained Resident lounge

**ARTICLE 29: RESIDENT PATIENT CARE AND QUALITY IMPROVEMENT RECOMMENDATIONS**

- Establish the process by which Residents may have input in the process of improving the quality and provision of patient care.

**ARTICLE 30: NO STRIKE/NO LOCKOUT**

- Establishes mutual commitment by the Union and the University that there will be no strikes or lockouts during the term of the agreement

**ARTICLE 31: SEVERABILITY**

- Establish the principle that if an individual item(s) in the collective bargaining agreement are illegal, invalid, void or unenforceable that the rest of the agreement will remain in place