University of California San Diego Health System
And
San Diego House Staff Association
Memorandum of Understanding
July 1, 2015 – June 30, 2018

Section 1
Recognition

1.1 The Regents of the University of California (hereinafter referred to as "the Administration" or "the University") recognizes the San Diego House Staff Association (hereinafter referred to as "the Association" or "SDHSA") as the exclusive representative of those members of the San Diego House Staff Association included within the unit certified by the Public Employment Relations Board in Case No. SF-RR858-H for purposes of meeting and conferring as specified by the Higher Education Employer-Employee Relations Act including the following titles:

2709 Resident Physician I (Represented)
2723 Resident Physician II-IX (Represented)
2738 Chief Resident Physician (Represented)

1.2 Residents enrolled in an ACGME accredited training program who pursue training in a non-ACGME accredited research year shall continue to remain represented by the SDHSA.

1.3 The Administration and the Association acknowledge that during the meeting and conferring which resulted in this Memorandum of Understanding (hereinafter referred to as the “Agreement”), each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter within the scope of representation.

1.4 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. Regardless of the foregoing, if during the term of this Agreement the SDHSA believes that some action, lack of action, event of change of UC policy has significantly affected a provision of this Agreement or right derived therefrom, the SDHSA may implement the provisions of the “Petition Review.”

1.5 The following shall constitute the Petition Review Process: the SDHSA shall issue a Petition to the Office of UCSD Employee Advocacy and Labor Relations (the “Petition”). The Petition shall state: (1) a statement of the non-academic issue and (2) provide reference to or provide a copy of pertinent documents/provisions related to the issue. Employee Advocacy and Labor Relations shall respond within fifteen (15) days with a proposed meeting date to be held within thirty (30) days of the response where the parties shall attempt to resolve the issue. If the issue cannot be resolved, the parties may proceed with any further right or action allowed by law or as provided for in Section 3.3.