

**Committee of Interns and Resident-SEIU Healthcare (CIR-SEIU)
Initial Bargaining Proposal for Sunshine
September 2019**

The Committee of Interns and Residents-SEIU Healthcare hereby submits the following initial proposal for a collective bargaining agreement with the University of California-Davis. 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
- Provide the union with electronic lists of incoming and graduating members at defined intervals
- Provide for dues check-off
- 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 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 as 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 FMLA
- Define Family and Medical Leave practices
- Define Pregnancy related Disability leave
- Establish waiver language for meeting 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: Disciplinary Actions

- Define “Disciplinary Actions”
- Establish due process procedures for Disciplinary Actions
- Establish timeline for renewal notification
- Specify which disciplinary 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 co-sponsorship 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: WELLBEING

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

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 UC Davis' 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