

August 30, 2019

Tim Yeung
916-258-8803
tyeung@sloansakai.com

Dave Dashefsky
CIR/SEIU
1050 Marina Village Parkway, Suite 201
Alameda, CA 94501

Via E-mail

**Re: Negotiations between the University of California, Davis (UCD) and
Committee of Interns and Residents/SEIU for an Initial Contract**

Dear Dave:

In accordance with the Higher Education Employee Relations Act (HEERA), UCD is prepared to open negotiations with the Committee of Interns and Residents/SEIU (CIR/SEIU) for an initial contract between the parties. This is to confirm our discussion regarding public notice meetings that will take place on September 11, 2019, from 9:30 a.m., to 12:30 p.m., in Room 2229 of the Education Building at 4610 X Street, Sacramento, CA. A second public meeting will be held on September 19, 2019, from 1:30 p.m., to 4:00 p.m., in Room 2207 of the Education Building.

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 UCD Campus and Health System policies, and any other applicable policies, e.g., VA Northern California Health System.
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,

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	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.
Discipline/Dismissal	Propose that employee discipline continue to be subject to University academic due process policies.
Dues Deduction/Agency Fee	Ensure a mechanism to deduct union dues through payroll deduction that provides for full indemnification for the University.
Duration	Propose a multi-year contract.
Educational Allowance	Provide reasonable allowance towards some non-reimbursable educational costs contingent upon successful completion of institutional requirements.
Grievance/Arbitration	Propose a grievance/arbitration policy to adjudicate allegations of contract violations only. Ensure that issues related to academic due process and/or employee discipline are outside of this grievance procedure.
Health and Safety	Propose that University continue to provide safe work environment for employees in the bargaining unit.
Hours of Work/Duty Hours	Propose that hours of work/duty hours continue to be 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.
License and USMLE Reimbursement	Provide reasonable contribution towards California Medical Licenses and USMLE Step 3 fees.
Management/Academic Rights	Maintain management rights, including right to manage all operations, including protecting management's sole discretion to make all

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	decisions with respect to academic program requirements, clinical care, hiring/reappointment decisions, and qualifications.
Meals	Continue to provide reasonable meal allowance.
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.
Pagers	Propose that University has option to continue providing pagers or can switch to comparable devices in the future.
Parking	Propose that University continue to provide access to parking for residents and fellows subject to reasonable parking fees.
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. 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 highly qualified residents and fellows. Maintain the current pay structure for residents and fellows. Maintain flexibility for

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	programs and/or departments to provide supplemental compensation.
Waiver	Propose a waiver by parties over right to negotiate over topics raised in the agreement. However, propose that 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. Ability to change past practice with reasonable notice to union.
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.

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

I look forward to seeing you on September 11, 2019, at the first Sunshine Meeting.

Sincerely,



Tim Yeung
Chief Negotiator

Attachment: Public Notice UCD/CIR Initial Contract Negotiations

cc: Steve Green, Executive Director, Employee & Labor Relations
Susan Guralnick, M.D., Associate Dean for Graduate Medical Education
Julia Johnson, Labor Relations Manager
Ryan Traynham, Director, Graduate Medical Education