

February 14, 2022

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David Dashefsky
Director of Strategic Campaigns
Committee of Interns and Resident - SEIU Healthcare
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Via Electronic Mail

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

Dear David,

In accordance with the Higher Education Employee Relations Act (HEERA), UCSF Fresno 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 February 23, 2022, from 5:30 p.m. to 7:00 p.m. A second public meeting will be held on March 2, 2022, from 5:30 p.m. to 7:00 p.m. Per our agreement, these meetings will be held virtually and an electronic link will be sent to you and published as soon as possible.

This letter will serve as 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 Fresno policies, and any other applicable policies.
Appointment Duration	Propose maintaining one year appointments with University discretion to re-appoint or not-reappoint.

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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, 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 make updates as necessary to 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 either the UCSF Fresno House Staff Handbook or the UCSF Fresno House Staff Portal at: https://www.fresno.ucsf.edu/housestaff-portal/policies-procedures/
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 continue to be set by the program and institution in compliance with ACGME and/or other applicable commission or accreditation requirements.

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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 initial physician and surgeon license.
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, and qualifications.
Meals	Continue to provide reasonable access to meals while working on site. .
Pagers	Propose that University has option to continue providing pagers either directly or through the Community Regional Medical Centers and/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 unenforceable, 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.

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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 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. Additionally, the University may propose modifications to articles to ensure legal compliance and/or language consistency across the UC system regarding CIR/SEIU collective bargaining agreements.

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I look forward to seeing you virtually on February 23, 2022, at the first Sunshine Meeting.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Yeung', with a long horizontal flourish extending to the right.

Timothy G. Yeung
Chief Negotiator

cc: Shelley Patton, Director of Employee and Labor Relations
Kelly Sheridan, Manager of Labor and Employee Relations