

**University of California And  
Committee of Interns and Residents  
SEIU Healthcare Local 1957 RESIDENT  
PHYSICIANS' AGREEMENT  
July 1, 2022 – June 30, 2025**

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## **ARTICLE 1 ACCESS**

### **A. GENERAL PROVISIONS**

1. The parties acknowledge that it is in their mutual interest that the union be granted access to University facilities for the purpose of conducting union business pursuant to HEERA during non-work times and in non-restricted patient care areas.
2. The University retains the right to enforce access rules and regulations in accordance with local procedures as set forth in the Regulations Governing the Use of University of California Health System (UCDHS) Facilities and Access to University Employees by Employee Organizations and Their Representatives.

### **B. ACCESS BY THE UNION/UNION REPRESENTATIVES**

3. Designated union representatives who are not University employees, or who are not employed at the facility visited, may visit the facility in non-clinical areas so long as they are not interfering with the assigned duties and responsibilities of the residents.
4. The union will furnish the University with a written list of all union representatives and officers who are authorized by the union to conduct union business. This list shall be maintained in a timely manner and any changes, additions or deletions to the list shall be made in writing to the University.
5. The union shall be granted use of designated general purpose meeting rooms to hold events such as, but not limited to, ratification votes, delegation elections and grievance investigations. Such use shall be arranged in advance in accordance with local access rules and regulations and shall not be unreasonably denied. Room reservations shall not be cancelled by the University except where unforeseen circumstances require the room to be used for purposes including but not limited to teaching, patient care-related purposes, or staff conferences. If a reserved room is canceled, the University will provide a comparable alternative.
6. The University will also provide access to meeting rooms so that union representatives can meet with residents in non-patient care areas. Union representatives shall not contact residents in, linger in, or use patient care areas for the purpose of conducting union business. Patient care areas include but are not limited to:
  - a. Nursing stations;
  - b. Patient and/or visitor lounges including patient conference rooms, sitting rooms, and solaria;
  - c. Libraries or study areas located within patient care areas;
  - d. Patient floor and operating room area corridors; and
  - e. Patient rooms, operating rooms, laboratories, clinics, and other treatment and patient care areas.

## **ARTICLE 2 ANCILLARY STAFFING LEVELS**

Consistent with ACGME requirements, the University will provide support services and develop health care delivery systems to minimize Resident and Fellow work that is extraneous to their ACGME-accredited program(s)' educational goals and objectives, and to ensure that Residents' and Fellows' educational experience is not compromised by excessive reliance on Residents and Fellows to fulfill non-physician service obligations. The University will comply with any changes to these requirements.

Alleged violations of this provision article may be grieved up to the Step 2 level but shall not be subject to the arbitration procedure under this Agreement.

## **ARTICLE 3 CHILDCARE**

The University shall continue to provide residents access to childcare resources, such as priority enrollment in center Bright Horizons childcare centers available to University affiliates and discounted tuition. The University reserves the right to alter the plan's benefits and conditions.

## **ARTICLE 4 COMMITMENT TO INCLUSIVITY**

The union and University affirm their joint commitment that all programs engage in practices that focus on mission-driven, ongoing, systematic recruitment and retention of a diverse and inclusive workforce of residents, fellows, faculty members, senior administrative staff members, and other members of its academic community.

The University affirms its commitment to continue making strategic investments in diversity, equity, and inclusion. Comprehensive information about the University's strategic investments can be found [here](#). In addition, the University developed a [Diversity & Inclusion Strategic Vision \(D&ISV\)](#) in 2017. In the D&ISV, the University affirms that:

UC Davis is a diverse community comprised of individuals having many perspectives and identities. We come from a multitude of backgrounds and experiences, with distinct needs and goals. We recognize that to create an inclusive and intellectually vibrant community, we must understand and value both our individual differences and our common ground. The UC Davis Principles of Community is an aspirational statement that embodies this commitment and reflects the ideals we seek to uphold.

The union and University agree to work together to promote diversity, equity, and inclusion.

Diversity, equity, and inclusion shall be a standing topic at quarterly Labor Management Committee meetings.

## **ARTICLE 5 DURATION**

The terms and conditions of this Agreement shall remain in full force and effect commencing July 1, 2022, and will continue in effect up to and including June 30, 2025. This Agreement shall be automatically renewed and extended year to year and thereafter without additions, changes, or amendments, unless either party serves notice in writing to the other party no less than ninety (90) days before the end of the duration term to change, amend or add to this Agreement.

## **ARTICLE 6 EDUCATIONAL FUND AND SCHOLARLY PURSUIT**

### **A. DISCRETIONARY EXPENSES**

The University shall reimburse Residents for authorized expenses in recognition of educational objectives incurred for events or equipment that are not required but may further the Resident's professional development.

Activities and expenses include but are not limited to:

1. Annual education conference(s) including registration, travel, lodging, food
2. Textbooks, journals
3. Exam review materials/courses
4. Board fees
5. Medical equipment
6. Professional association membership/fees
7. Computer equipment/software

### **B. TRAVEL EXPENSES FOR CONFERENCES/PRESENTATIONS**

Residents may request to be reimbursed for reasonable expenses for travel, required materials, registration fees, lodging, and food, subject to the University's travel guidelines, for scholarly activities, including a presentation at a conference, i.e., abstract/publication or poster as presenter. Request for approval must be submitted to the Program Director at least 30 days in advance of the presentation. The Program Director shall have the sole discretion to grant or deny, or partially grant/deny, the request. The Program Director's decision shall not be subject to the grievance and/or arbitration procedure under this Agreement. Residents shall receive notification of approval, or the reason for denial (or partial denial) within 14 days of submission.

### **REQUIRED EVENTS**

For scholarly activities on behalf of UC Davis for which the Resident is required to attend by the University, the Resident shall be reimbursed for travel expenses, required materials, registration fees, lodging, and food, subject to the University's travel guidelines.

### **PROGRAMS THAT PROVIDE OR ELECT TO PROVIDE ADDITIONAL BENEFITS**

Programs may provide additional funds to Residents and Fellows for educational purposes. It is not the intent of the University to reduce any benefits in place as of the effective date of this Agreement. Prior to making any reduction to said benefits, the University shall provide notice to the Union prior to implementation; and upon request by the Union, the University shall meet and discuss the change.

## **ARTICLE 7 EDUCATIONAL TIME**

The union and the University recognize that education is a key component of the residency and fellowship programs at the University. Scheduled academic activities, including but not limited to didactics, conferences, courses, simulations, computer training sessions, and orientation days, shall be protected to the furthest extent practicable. During such protected education time, Residents shall be released from clinical duties to the furthest extent practicable.

Alleged violations of this provision article may be grieved up to the Step 2 level but shall not be subject to the arbitration procedure under this Agreement.

## **ARTICLE 8 ELECTRONIC DEVICES**

Each Resident shall continue to be provided with a pager in accordance with University policy as soon as practicable after their date of hire. The University will ensure that batteries for pagers are available at a reasonable number of locations. All Residents shall return the pager when they end employment with the University or when directed to return the pager. If the University decides to change its policy regarding pagers, it shall provide notice to the union at least forty-five (45) calendar days prior to implementing the change. At the written request of the union to University Labor Relations, the University shall meet and discuss the proposed change with the Union, except that if the proposed change has an economic impact on the Residents, the University shall be obligated to meet and confer over the economic impact of the proposed change. If pagers are replaced by new equipment required by the University, Residents shall be provided with this equipment by UC Davis.

## **ARTICLE 9 EMPLOYEE LIST AND ORIENTATION**

### **A. EMPLOYEE LIST**

1. The University shall provide the union with an electronic list of incoming Residents by June 1 each year and a list of Residents who have completed a residency training or fellowship program each academic year on or before August 1.
2. The aforementioned lists shall include, if available, names, personal email address, phone number, work email address, department, and postgraduate year.
3. A complete list of employees in the bargaining unit including, if available, names, personal email address, phone number, work email address, department and postgraduate year shall be provided to the Union by November 15 and March 15 of each year.

### **B. ORIENTATION**

1. During orientations for new Residents, the union shall be granted thirty (30) minutes to give a presentation on the union, the benefits of union membership and the collective bargaining agreement. The union shall be provided the use of one information table at or near orientation. The union must be provided with a schedule of annual, general orientations at least two weeks in advance.

2. During new employee orientation, the union may provide the following materials including but not limited to a copy of the collective bargaining agreement, union membership card, a list of chapter leaders with contact information, as well as any other informational materials related to the union.

#### **ARTICLE 10 EMPLOYEE SECURITY/HEALTH AND SAFETY**

The University will endeavor to provide a healthy and safe work environment for the Residents and to comply with state and federal health and safety laws. To achieve these goals, the University will:

- A.** Ensure that literature, seminars, and other educational tools prepared by the infection control program will be made available to Residents when appropriate.

The protocols for bloodborne pathogens, developed by the infection control program, shall be given to the Residents. Residents shall be educated on the University's needle-stick protocols and the University shall ensure that proper follow-up and treatment is available to Residents at no cost. Residents will have access to the University's occupational health services for any occupational exposure/injury. If an exposure/injury occurs at an affiliate, the Resident should follow the affiliate's protocols for treatment/evaluation. In the event that an exposure/injury requires treatment/evaluation that is not reasonably available at the University or affiliate, the Resident may proceed to the closest emergency room and obtain initial evaluation and any indicated treatment. The University shall be responsible for all reasonably incurred costs as a result of treatment/ evaluation for a workplace exposure/injury.

- B.** Provide any required personal protection equipment including but not limited to masks, gloves, gowns, goggles, lead gowns and x-ray lead goggles, thyroid guards, access to eye wash stations, and any other appropriate equipment as needed at each assigned patient care location.
- C.** Provide reasonable security for Residents and their property in all areas of work assignment and travel throughout hospital complexes. Such security shall include emergency rooms, clinics, and all other patient care areas, and shall extend to hospital parking, and on-call rooms. Reasonable security shall be provided at all work University locations under the University's control. Alleged violations of this sub-article may be grieved up to the Step 3 level but shall not be subject to the arbitration procedure under this Agreement.



## **ARTICLE 11 GRIEVANCE AND ARBITRATION**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions and General Provisions**

1. Grievance: A claim by a Resident, a group of Residents, or the Union, that the University has violated a specific provision of the Agreement during the term of this Agreement and/or a claim that a disciplinary action, as defined in subparagraph A.2 below and subject to the limitations set forth in subparagraph 4 below, was not supported by just cause.
2. For purposes of this Article, "Disciplinary Action" means restriction, suspension, non-renewal, and/ or termination of employment.
3. Before a grievance related to a Disciplinary Action can be filed under this Article, the Resident must first exhaust any complaint or review processes available to them under the UC Davis Academic Due Process Policy, as may be amended from time to time. Conclusion of that complaint or review process shall initiate the thirty (30) calendar day timeline described below for filing a grievance under this Article. Grievances filed per this provision shall be expedited and filled at Step II (provision E)
4. Decisions or judgments by the University, including Disciplinary Actions, related to all academic or clinical matters, as defined in subparagraph A.5 below, shall not be subject to review under the grievance and arbitration procedure set forth in this Agreement. Such decisions may result in academic and/or administrative actions listed in the UC Davis Academic Due Process Policy. Academic and/or Clinical decisions and academic and/or administrative actions shall only be subject to review as provided under the UC Davis Academic Due Process Policy, the location policy may not restrict a Resident from having a representative of their choosing (Union or otherwise selected) at the hearing.
5. Academic or clinical matters are those that relate to whether the Resident has developed the practice-based learning and improvement, patient care and procedural skills, systems-based practice related to medical judgement, and medical knowledge competencies that are necessary to function at the current level of training, advance to the next level or training, of be assessed as eligible for graduation and board certification.

#### **B. Representation**

A Resident or a group of Residents shall be entitled to a single representative in any Step of the grievance procedure. Provided it does not interfere with operational needs and with prior agreement, one (1) additional Union representative may attend grievance meetings. Should an additional representative attend a grievance meeting, it is expressly understood there shall only be one (1) Union spokesperson.

#### **C. Formal Grievance Elements**

1. Grievances must be in PDF or similar image format. Any submission of a grievance will be submitted in writing with the following information:
  - a. a specific description of the dispute/alleged violation as known at the time of submission;
  - b. the name of the Resident(s) associated with the alleged violation;

- c. a specific listing of the Article(s) and Section(s) of the current Agreement which the Union believes has been violated;
  - d. the date of the alleged violation;
  - e. a description of how the grieving party was adversely affected; and
  - f. the requested remedy.
2. Only one (1) subject matter shall be covered in anyone (1) grievance.
  3. Any grievance that is not received within the time limits established by the Article and/or which does not comply with the procedures and requirements of this Article shall be considered ineligible for processing and thereby waived and withdrawn by the Resident(s) and/or the Union.

#### **D. Use of Email**

Grievances must be filed via email addressed to the University's official email address for this purpose, which is. Emailed grievances submitted and/or any responses issued after 5:00pm during regular business days shall be deemed received on the next business day. The University's email server's internal clock shall govern any disputes regarding date and/or time of receipt.

#### **E. Grievance Steps**

1. Step I – A formal grievance must be filed in writing on a grievance form mutually agreed- to by the Parties with the UC Davis Labor Relations Office. The UC Davis Labor Relations Office must receive the written grievance within thirty (30) calendar days after the date on which the Resident(s) and the Union knew or could reasonably have been expected to know of the event or action which gave rise to the grievance.
  - a. A designee from UC Davis Labor Relations shall review the grievance and meet with the Resident(s) and their representative to discuss the grievance within twenty (20) calendar days following receipt of the grievance.
  - b. Within twenty (20) calendar days after the meeting is held, a written response from the University will be issued to the Resident(s) or the Resident(s)'s representative.
2. Step II – If the grievance is not resolved at Step I, it may be appealed in writing by the Resident(s) or the Union to the Director of UC Davis Labor Relations. The written appeal must be received within twenty (20) calendar days of the date on which the written response at Step 1 was issued or was due, whichever is earlier.
  - a. Within twenty (20) calendar days of receipt of the Step II appeal, the UC Davis designee shall schedule and convene a meeting to discuss the grievance.
  - b. UC Davis Labor Relations shall render a written decision within twenty (20) calendar days following the date of the Step II meeting.

## **F. Time Limits**

1. Time limits may be extended by mutual agreement of the Parties in writing in advance of the expiration of the time limits, except the Step I deadline for filing a formal grievance. Deadlines which fall on a Saturday, Sunday, or a University-recognized holiday will be automatically extended to the next business day.
2. Grievances submitted to the UC Davis Labor Relations Office after 5:00pm will be deemed to have been received on the next business day.
3. If the grievance is not appealed to the subsequent step of the procedure within applicable time limits, and or an extension has not been agreed to in advance, the grievance will be considered settled on the basis of the University's last written response.
4. Failure by the University to reply to the grievance within the time limits specified automatically grants the Union the right to process the grievance to the next step of the grievance procedure.

## **G. Resolution**

Informal resolution may be agreed upon at any stage of the grievance procedure. Prior to the resolution of any formal grievance brought forth by a Resident or a group of Residents, the Union shall be notified. Any offers of settlement are not admissible at any step in the grievance process.

## **ARBITRATION**

### **A. General Provisions**

A request for arbitration may be made only by the Union and only after exhaustion of the grievance procedure or in the case of Disciplinary Actions, as defined in Article A.2. the Resident must first exhaust any complaint or review processes available to them under the [UCLocation's] Academic Due Process Policy, followed by exhaustion of the grievance procedure.

### **B. Time Limits**

1. The Union must file the appeal in writing within thirty (30) calendar days from the date of issuance of the University's Step II Response, or if no Step II Response issued, within **thirty (30)** calendar days from when the Step II Response was due. The appeal to arbitration must be submitted to the University's official email address:
2. Failure to submit the appeal within the above time limits will render the grievance ineligible for arbitration and the last preceding University response, if any, will be deemed final.
3. The time limits contained herein may be extended by mutual agreement of the parties in writing.
4. Following the **Union's** appeal to arbitration, the parties shall meet within thirty (30) calendar days from the date the University receives the appeal to select an arbitrator from the panel of arbitrators found in Appendix.
  - a. In the event the parties cannot agree to an arbitrator, the parties shall alternately strike one (1) name from the panel, the first strike being determined by the flip of a coin. The

remaining name shall be the arbitrator.

- b. By mutual agreement, the parties may select an arbitrator not included in Appendix.
5. For grievances related to a Disciplinary Action, the arbitration shall be heard by a panel consisting of a designee of the Union, a designated representative of the University, and the impartial arbitrator selected pursuant to subparagraph B.4 above.
6. The scheduling of the arbitration hearing must be accomplished no later than sixty (60) calendar days from the date the arbitrator is selected, ***However the hearing date may be more than sixty (60) days from the date of the arbitrator's selection.***
7. The parties, by written mutual agreement, may agree to waive or modify the process for selecting an arbitrator and/or the time limits as described in this Article on a case- by-case basis.

**Arbitration Process:**

1. The arbitration proceeding shall provide an opportunity for the Union and the University to examine and cross examine witnesses under oath and to submit relevant evidence. Relevant materials and the names of all witnesses who are to be called shall be identified by the parties prior to the hearing. To the extent possible, witnesses and materials should be identified at least seven (7) calendar days prior to the hearing.
2. When practicable, the University shall inform the Union in writing of its intent to assert the issue of arbitrability prior to selection of the arbitrator. The issue(s) of arbitrability shall be resolved in a hearing prior to and separate from the hearing (if any) about the substantive facts and/or allegations in dispute, except as provided in §C.3., below. In the event an arbitrator, as a result of the arbitrability hearing referenced above, determines a matter to be arbitrable, they shall have no authority to decide the issues pursuant to the facts of the case unless the parties agree otherwise.
3. If, following the selection of the arbitrator, the University raises for the first-time issue(s) of arbitrability, a single hearing on the issue of arbitrability and the substantive facts will be held, unless the parties agree otherwise. If the arbitrator finds the grievance to be not arbitrable, the substantive facts of the case need not be heard, and the grievance shall be denied. If the arbitrator finds in favor of arbitrability, the hearing shall proceed to the substantive issue(s) raised.
4. §C.2 and §C.3 above shall not prevent the parties from agreeing in writing to combine the arbitrability hearing with the hearing on the merits of the case.
5. The arbitrator may not admit settlement offers as evidence at the arbitration hearing.
6. Prior to the arbitration, the Union and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible.
7. Settlement proposals may be offered at any stage prior to or during arbitration.
8. The arbitration hearing shall be closed to the public unless the parties otherwise agree in writing.
9. The arbitrator, following the close of the record of the hearing, shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the

record of the hearing. The written decision shall include a brief description of each issue under submission, the position of the parties, the findings of facts, the arbitrator's conclusion(s) as to the violation of the agreement, if any, and, where appropriate, a remedy.

10. The University and the Union shall split the arbitrator's and any related stenographer fees equally. Expenses for other services or facilities shall be borne by the party requesting such services or facilities unless the parties agree otherwise in advance. In the event the non-requesting party does not agree to share costs for that service or facility, the non-requesting party shall have no rights to the product of those services or facilities.

#### **D. Scope of Arbitration**

1. Unless there is an agreement by both parties to modify the scope of the arbitration, the issues(s) to be heard by the arbitrator shall solely be restricted to the Article(s) filed with the grievance. Issues or allegations which were known or should have been known to the Union but not introduced by Step II of the Grievance Procedure shall not be introduced by the Union at the arbitration.
2. In the event that the University raises the issue of arbitrability, the parties agree that the question of arbitrability shall be addressed prior to the hearing on the merits (if any) by different arbitrators unless otherwise agreed to by the parties. All arbitrator and stenographer fees associated with a hearing on arbitrability shall be borne equally by the parties. Should an arbitrator determine that the underlying matter is not subject to arbitration under the contract, the substantive facts of the case shall not be heard, and the Step II response of the University shall be deemed the final response to the matter.

#### **E. Arbitrator's Authority**

1. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this contract nor shall the arbitrator have the authority to review any academic or clinical judgment.
2. In any event, the arbitrator shall have no authority or jurisdiction to substitute their judgment for that of the University.
3. The arbitrator shall have no authority to order the University to advance a Resident to the next level of training nor to be assessed as eligible for graduation, board certification, and/or the ability to practice autonomously.

#### **F. Decision and Remedy**

1. If the grievance is sustained in whole or in part, and subject to the limitations set forth in the paragraph below, the remedy shall not exceed restoring to the Resident the pay, benefits, or rights lost as a result of a violation of the Agreement, less any compensation and/or benefits received from any source, including, but not limited to Workers' Compensation and/or unemployment benefits, etc.
2. If a grievance related to a Disciplinary Action is sustained in whole or in part, the Arbitrator shall have no authority to advance a Resident to the next level of training or attest that a Resident is eligible for graduation or board certification.

3. The decision of the arbitrator shall be final and binding. The decision shall be distributed to the parties within thirty (30) calendar days of the close of the record of the arbitration, unless the arbitrator notifies the parties that the time frame cannot be met.
4. The arbitrator shall have no authority to award time-in-lieu of training or to extend the time limits for program completion.
5. The arbitrator shall have no authority to award back wages or other monetary reimbursement, nor shall the University be liable on a grievance claiming back wages or other monetary reimbursements for:
  1. Any period of time during which an extension of time limits has been granted by the employer at the request of the Union; or
  2. Any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing, when the first date is rejected by the Union; or
  3. Any period of time greater than thirty (30) calendar days prior to the date of the initial filing at Step 1 of the grievance procedure.
6. Upon the request of either the University or the Union, the arbitrator shall retain jurisdiction if there are disputes concerning an award of retroactive pay (and/or benefits).

**G. Release Time and Pay Status**

1. Whenever an arbitration hearing or a meeting convened to resolve the arbitration is scheduled during the regular work time of a Resident who is a grievant, representative, or witness, reasonable release time with pay shall be granted to such Resident(s) involved so long as a written request for release time is received at least 24 hours in advance by the Director of Labor Relations or designee.
2. When arbitrations or meetings occur outside a Resident's scheduled work time, no release time shall be granted.
3. Time spent in investigating and preparation for arbitration shall not be on pay status.

## **ARTICLE 12 HEALTH BENEFITS**

Effective July 1, 2020, Eligible Residents shall participate in the benefits programs as described below. Residents and eligible members of his/her immediate family are provided with health insurance offered through the UC PPO (Preferred Provider Organization) Plan document. Enrollment is required during June of the initial year of appointment for benefits to be effective upon the first date of employment. Changes to the Resident's benefits must be completed in June for the following July, unless the Resident is eligible for a qualified status change, which must be filed within thirty (30) days of the qualifying event.

### **A. HEALTH, DENTAL AND VISION INSURANCE**

1. Eligibility for coverage is based on the Resident's active status for the academic year beginning each July 1.
2. Residents will be subject to the selected coverage category and co-pay schedule (single, adult + children, two adults or family) as required by the Plan.
3. An employee on an approved Family and Medical Leave (FML) shall be entitled, if eligible, to continue participation in health benefit coverage (medical, dental, and vision) as if on pay status.
4. The University will offer a Flexible Spending Account (FSA) for qualified medical expenses as soon as it is made available for Residents by the Office of the President.

### **B. LIFE, ACCIDENT, DISABILITY INSURANCE**

Coverage for a Resident for life, accident and disability insurance are paid by UC Davis and cover the Resident during the course of employment.

- C. Written notice of intent to change, modify, eliminate, or alter the terms of the benefit plans will be sent to the Union with thirty (30) calendar days' advance notice. The notice shall contain a summary description of the proposed change(s). The Union's response must be received within fourteen (14) calendar days from the date of issuance of the notice of intent. Upon request, the University shall meet and discuss the proposed changes with the Union. Nothing in this Article shall be interpreted as precluding the University from moving forward with implementing the proposed changes after thirty (30) calendar days from the date of the notice.

### **ARTICLE 13 HOLIDAYS**

The following are defined as Resident holidays:

1. New Year's Day (January 1st)
2. Thanksgiving Day (Fourth Thursday in November)
3. Christmas Day (December 25th)

A holiday will commence at 12:00 AM (midnight) on the calendar date of the holiday and will continue for the twenty-four (24) hour consecutive period until 11:59 PM the day of the holiday.

To the extent practicable, the University will endeavor to grant one of these days off. Operational needs permitting, the University will endeavor to grant one additional holiday off. If the Resident is required to work on two or three of these holidays, two flex days will be granted during the academic year. Reasonable efforts will be made to grant the flex days on the day(s) requested by the Resident, including requests for religious requirements by Residents for observances of religious holidays.

### **ARTICLE 14 LABOR MANAGEMENT COMMITTEE**

In the interest of fostering a cooperative approach to resolving problems, the Union and the University shall form a labor-management committee made up of no fewer than three (3) representatives of each party. The parties agree that no more than 15 representatives from each party shall participate in a given meeting. However, the parties recognize that bargaining unit members with an interest in the agenda may attend the meetings as non-participatory observers. When the union is aware that non-participatory observers will attend a meeting, the union will provide notice to the University. The union and the University agree to hold labor-management meetings on a quarterly basis upon written request by either party. Additional meetings may be requested by either party, subject to the availability of the committee members. These meetings will occur at a mutually acceptable time, date, and place on the UC Davis Medical Center campus to discuss issues related to working conditions, facilities and items related to this Agreement. Meeting times may occur outside of normal business hours. The union shall contact University Labor Relations to initiate scheduling of the meetings. Agenda items should be proposed and determined by mutual agreement no later than one week prior to the meeting date.



### **ARTICLE 15 LACTATION ACCOMMODATION**

- A.* In accordance with UC Policy, local procedures, and prevailing law, lactation rooms or other comparable space shall be provided in proximity to the work area for UC-owned facilities.
- B.* If no such space exists in reasonable proximity to the work area, the Department will designate an appropriate temporary space, which is not open to the general public, for the purpose of expressing and storing breast milk. The University will allow adequate time for a Resident to express breast milk, during which the Resident shall not be expected to work.
- C.* In any event, issues related to this article may be discussed in a labor-management meeting.
- D.* Restrooms, spaces lacking privacy, or spaces lacking a locking door are not considered appropriate spaces for lactation purposes. However, an anteroom or lounge area connected to a restroom may be sufficient if the space is private, free from intrusion, and can be locked and shielded from view.
- E.* The University will provide notice to the union regarding any changes to the UC Policy and/or local procedure.

### **ARTICLE 16 LIABILITY INSURANCE/MALPRACTICE INSURANCE**

As required under the California Tort Claims Act and in accordance with Regents Policy 4202, the University provides defense and indemnification of Residents for alleged negligent acts and/or omissions that arise from the performance of activities within the course and scope of their University duties. Professional Medical, Employment Practices, and General Liability Coverage is maintained to meet such obligations. Residents are only covered for activities performed within the scope of their formal program and approved affiliations. This specifically excludes coverage for external "moonlighting." Residents shall not be covered for any activity not within the scope of the Resident's University duties and shall not be covered for any intentional tort, fraud, corruption, malice, or criminal negligence. Residents contacted or notified of any claim, complaint, or lawsuit arising from the Resident's activities within the course and scope of their University duties shall immediately notify the UC Health Risk Management Department who will advise on how to respond or coordinate the response on their behalf.

## **ARTICLE 17 LICENSE REIMBURSEMENT AND REQUIRED TRAINING**

### **A. GENERAL ELIGIBILITY**

To be eligible for reimbursement under this provision a Resident or Fellow must meet both of the following requirements:

1. The Resident or Fellow must be appointed through the Office of Graduate Medical Education in a residency or fellowship training program for the relevant academic year; and
2. The Resident or Fellow must have an active appointment on the date payment was made to the Medical Board of California or Federation of State Medical Boards.
3. Newly hired Residents, who obtain a new license for their upcoming training program, will also be provided reimbursement.

### **B. CALIFORNIA MEDICAL LICENSE**

#### **1. New License**

To be eligible for reimbursement for a Post Graduate Training License or Unrestricted California Medical License, including application and processing fees, the issue date of the license must be within the academic year in which reimbursement is sought. Only those fees paid directly to the Medical Board of California for licensure are reimbursable. Other expenses incurred such as those for notary, Live Scan fingerprinting, photography services, and transcript services, are not eligible for reimbursement. Residents are only eligible to receive reimbursement once during the term of their employment.

#### **2. Renewal of License**

To be eligible for reimbursement for a license renewal, the license expiration date must be within the academic year in which reimbursement is sought and an academic year in which the Resident is appointed to a residency or fellowship training program.

### **C. USMLE STEP III/COMLEX III**

1. To be eligible for reimbursement for USMLE Step III/COMLEX III exam fees, the examination date must occur within the academic year in which reimbursement is sought.
2. Residents are only eligible to receive reimbursement once during the term of their employment.
3. Reimbursement is only for fees paid directly to the National Board of Osteopathic Medical Examiners or Federation of State Medical Boards.

### **D. OTHER LICENSES**

The University shall also reimburse Residents for the cost of the following licenses if required by the Resident's program: BLS, ACLS, ATLS, PALS, ALSO, AART, and NRP.

**E. REIMBURSEMENT PROCESS**

1. Within thirty days of ratification, Residents may submit documentation for reimbursement of the full costs for new or renewed license or USMLE Step III/COMLEX III exam fees incurred on or after the Resident’s start date for academic year 2020-2021. Thereafter, Residents must provide documentation of any costs incurred for which they seek reimbursement, along with submitting a filled request for reimbursement form. Reimbursement forms shall be provided and handled by University administration. The University may modify the process for seeking reimbursement with notice to the union.
2. Documentation of costs incurred following ratification for a new or renewed License, USMLE Step III, or specialty board exam must be submitted within thirty (30) calendar days of the incurred expense.
3. In no event shall any reimbursement be provided after separation from employment.
4. For the purpose of this Agreement, an academic year begins on July 1 and ends on June 30.
5. Reimbursements cannot be accrued or deferred to a following academic year.

**F. REIMBURSEMENT AMOUNTS**

The University will pay the full cost of any eligible new license, license renewal, USMLE STEP III/COMLEX III exam fees as set forth in this article.

**ARTICLE 18 LOCAL COMPENSATION ALLOWANCE**

- A. Residents will receive a one-time payment of \$1,000 to a total of \$6,500 annual.
- B. Housing & Local Allowance will be rolled into Salary prior to the 2022-2023 at 6% increase.
- C. The Parties agree that Housing & Local Allowance will forever be included in Salary.

## **ARTICLE 19 MANAGEMENT RIGHTS**

- A.** Management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, the union agrees the University has the right:
1. To establish, direct and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals;
  2. To manage the hospitals, laboratories, clinics, offices, and other facilities and operations; to establish and administer procedures, rules and regulations, and direct and control University operations;
  3. To introduce new, alter, extend, or discontinue existing methods, programs, equipment, facilities, and location of operations;
  4. To determine or modify the number, qualifications, scheduling, responsibilities and assignment of medical residents and fellows covered under this Agreement;
  5. To establish, maintain, modify, or enforce standards of performance, conduct, order and safety;
  6. To determine the content of performance evaluations and the processes and criteria by which performance is evaluated;
  7. To establish and require medical residents and fellows to observe University rules and regulations;
  8. To discipline or dismiss medical residents and fellows with due process;
  9. To assign work, work location and schedule hours of work;
  10. To recruit, appoint, reappoint, not reappoint, or transfer;
  11. To determine the location or relocation, reorganization, or discontinuance of operations; and
  12. To subcontract all or any portion of any operations.
- B.** Decisions regarding academic and patient care matters will be made at the sole discretion of the University and are outside of the scope of bargaining.
- C.** The above list of management rights is not exhaustive and does not exclude other management rights not specified herein, nor will the exercise or non-exercise of rights constitute a waiver of any such rights by the University.
- D.** No action taken by the University with respect to a management right will be subject to any grievance or arbitration procedure or collateral suit unless it violates an express written provision of this Agreement.

## **ARTICLE 20 MEALS**

### **A. ELIGIBILITY**

1. Beginning with the 2020-2021 academic year, at the beginning of each academic year all Residents are eligible to receive an annual meal allowance on their Meal Card of \$2,440, for use in UC Davis Hospital cafeterias not to exceed \$35/day. Any remaining balance on the last day of the Resident's appointment will not carry over to the following year.
2. Beginning with the 2021-2022 academic year, all Residents are eligible to receive an annual meal allowance on their Meal Card of \$2,440, for use in UC Davis Hospital cafeterias not to exceed \$35/day. Any remaining balance on the last day of the Resident's appointment will not carry over to the following year.

### **B. ROTATION(S) TO AFFILIATED INSTITUTIONS**

Consistent with ACGME program requirements, the University affirms its obligation to ensure that Residents have access to food while on duty, including when on rotation at an affiliated institution. Because affiliated institutions are not owned or operated by the University, the University cannot ensure that Residents are provided free food while on rotation.

Programs that provide or elect to provide additional benefits: Some programs, as of the effective date of this contract, provide meal allowances to Residents and Fellows that exceed what is provided for by the Article. It is not the intent of the University to reduce these specific meal allowances. Prior to making any reduction to said meal allowances, the University shall provide notice to the union prior to implementation; and upon written request by the union, the University shall meet and discuss the change.

## **ARTICLE 21 MOONLIGHTING**

Each training program must have a moonlighting policy, which specifies whether or not Residents in that program are allowed to moonlight. Individual programs may prohibit moonlighting by residents in their program, as per ACGME requirements.

In training programs that allow moonlighting, the program's policy and procedures must comply with the UC Davis Health Moonlighting Policy and procedures and may be more restrictive. A Resident must be in good standing with the program and must obtain written permission from their program director to moonlight internally and/or externally.

Each program policy must contain a method for written pre-approval, monitoring (which must include the method for tracking hours), and periodic review. Residents must not be required to engage in moonlighting (internal or external), and this must be clearly stated in the policy. Each program must demonstrate ongoing compliance with clinical and educational work hour requirements.

The University will comply with the ACGME requirements regarding moonlighting. Moonlighting is not intended to be a substitute for adequate staffing.

## **ARTICLE 22 NEW PARENT LEAVE**

- A.** The University shall provide eight (8) workweeks of parental leave with pay each academic year to a parent to allow them to bond with a newborn child or child recently placed via adoption, provided the leave takes place within one year of the birth of the child or placement of the child with the Resident or Fellow. The intent is that the eight (8) workweeks of parental leave is the maximum amount of leave per pregnancy/adoption event. For example, a Resident having twins would not receive twelve (12) workweeks. A Resident would also not receive another six (6) workweeks of parental leave if the leave is used in two different academic years. By accepting this parental leave benefit, the union declines to participate in the systemwide benefit offering eight weeks of leave at 70% of wages.
- B.** If the Resident or Fellow is eligible for leave under the Family and Medical Leave Act and/or the California Family Rights Act, parental leave can extend to up to twelve (12) workweeks. If the Resident or Fellow wishes to be paid for workdays beyond the paid entitlement in paragraph 1 during parental leave, the Resident or Fellow may use accumulated sick and/or vacation time for such pay.
- C.** Training program leadership will work with Residents/Fellows who, due to parental leave, need to make up time required for graduation and/or board certification with the goal of minimizing extension of training.

## **ARTICLE 23 NONDISCRIMINATION IN EMPLOYMENT**

### **A. GENERAL PROVISIONS**

- 1. Within the limits imposed by law or University regulation, the University shall not discriminate against or harass any Resident on the basis of race, color, religion, marital status, national origin, ancestry, sex (including gender, pregnancy, childbirth, medical conditions related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender identity, gender expression, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), HIV status, service in the uniformed services, age, citizenship, political affiliation, and/or union activity. Likewise, the University shall not discriminate or retaliate against a Resident for requesting or taking Family and Medical Leave.
- 2. For the purposes of this Article only,
  - 1. Service in the uniformed services includes service in the uniformed services as defined in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as well as state military and naval service.
  - 2. "Pregnancy" includes pregnancy, childbirth, and medical conditions related to pregnancy, and childbirth.

3. "Gender expression" means a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth. "Gender identity" means a person's identification as male, female, a gender different from the person's sex at birth, or transgender.
4. "Medical condition" means either any health impairment related to or associated with a diagnosis of cancer or health impairments related to genetic characteristics.

**B. Commitment to Supportive Environment**

The University is committed to creating and maintaining a community dedicated to the advancement, application, and transmission of knowledge through academic excellence, in an atmosphere free of harassment, exploitation or intimidation. Fair and respectful treatment of Residents promotes a work environment and organizational culture in support of the values of the Graduate Medical Education Training Programs.

**C. Grievances**

Alleged violations of this article may only be grieved through step 2 of the Grievance process and shall not be eligible for arbitration.

**ARTICLE 24 OTHER LEAVE**

**PAID PARENTAL LEAVE & CAREGIVER AND MEDICAL LEAVE**

**A. GENERAL PROVISIONS**

- B. 1.** Effective July 1, 2022, or upon ratification of this Agreement, whichever is later, the University will implement this Article.
2. Paid leave will be provided at 100% of the Resident's salary at the time of the leave event.
3. The Resident's benefits will continue while the Resident is taking an approved leave under this Article.
4. A Resident need not be eligible for leave under the Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA) in order to use the leaves described in this Article. a. However, if a Resident on an approved leave under this Article is also eligible for Family Medical Leave (FML), PDL and/or CFRA leave under Article 15 – Leaves of Absence, Section C, leave under this Article shall run concurrently with FML, PDL and/ or CFRA leave.
5. Residents are responsible to make up any missed training time as determined by accreditation or Board standards and/or the Program Director. Any additional training time shall be completed during or after the end of the academic year. Determinations regarding additional training and the timing of such training is at the sole, nongrievable discretion of the University.
6. By accepting the paid leave benefits described in this Article, the Union declines to participate in the systemwide Pay for Family Care and Bonding (PFCB) benefit.

## **B. PAID PARENTAL LEAVE**

1. Paid Parental Leave (PPL) is granted to a Resident to allow them to bond with a newborn child/children or child/children placed via adoption or foster care. PPL granted for this purpose must be concluded within twelve (12) months following the birth or placement of the child/children.
2. A maximum of eight (8) workweeks of PPL will be provided for each pregnancy, adoption, or foster placement event regardless of the number of children born, fostered, or adopted in the event.
3. A Resident is eligible for a maximum of eight (8) workweeks of PPL for each pregnancy, adoption, or foster placement event during any twelve (12) month period, regardless of whether the twelve (12) month period is in separate calendar, academic or postgraduate years.
4. A Resident may not take PPL for both the foster placement and adoption of the same child or children.
5. Two Residents who are parents, or foster parents, to the same child/children may use their PPL at the same time.
6. PPL is available for use while a Resident is in the waiting period for disability pay.
7. If a Resident on an approved Pregnancy Disability Leave (PDL) also is eligible for FML under Article 15 – Leaves of Absence, Section C, up to twelve (12) workweeks of PDL shall run concurrently with FML under federal law. Upon termination of a PDL that runs concurrently with FML, a Resident may also be entitled to up to twelve (12) work weeks of leave per the California Family Rights Act (CFRA) for any covered reason except pregnancy or related medical conditions. If the Resident has remaining FML leave available after the end of PDL, the FML leave will run concurrently with the CFRA leave. The Resident must use accumulated vacation time prior to taking parental bonding leave without pay.
8. When possible, a Resident shall request parental leave at least four (4) weeks in advance of the use of the time off. The University and the Union agree that the PPL described in this section meets the requirements of the ACGME to provide Residents with a leave of absence for parental leave.

**C. CAREGIVER AND MEDICAL LEAVE** 1. Pursuant to ACGME requirements, the University will provide a Resident with six (6) weeks of paid leave for their own serious health condition; the birth and/or care of a Resident’s newborn, adopted, or foster child; or to care for the Resident’s family member with a serious health condition. The paid leave described in this section will be provided one time during the residency or fellowship.

- a. “Serious health condition” is defined in Article 15 – Leaves of Absence, Section C.2.
  - b. “Family member” includes the Resident’s child, spouse, same or opposite sex domestic partner, parent, parent- in-law, grandchild, grandparent, or sibling.
2. The Resident is required to exhaust their accumulated sick leave and vacation leave prior to receiving any additional paid leave benefits under this section, except for when (1) Caregiver and Medical Leave is taken concurrently with PDL, in which case, vacation leave is not



required to be used prior to paid leave under this Section C; or (2) bonding leave is taken concurrently with CFRA, in which case sick leave is not required to be used prior to paid leave under this Section C

- a. If the Resident exhausts their accumulated sick leave and vacation leave and has not reached the six (6) week maximum under this section, the University will provide additional paid leave to reach six (6) weeks of paid leave.
3. Pursuant to ACGME requirements, if the Resident exhausts their accumulated sick leave and vacation leave under this section, the University will provide one additional paid week of leave for use during the same postgraduate year.
4. Requests for leave must be submitted in accordance with the Program's leave of absence requirements.
5. The University and the Union agree that the Caregiver and Medical Leave described in this section meets the requirements of the ACGME to provide Residents with a leave of absence for caregiver, parental, and medical leave.
6. The University and the Union agree that any PPL leave taken by a Resident under Section B, above, will be counted towards the six weeks paid leave requirements of the ACGME to provide Residents with a leave of absence for caregiver, parental, and medical leave.

## **ARTICLE 25 PARKING AND TRANSIT**

### **A. PARTICIPATION**

Residents shall be eligible to participate in the University's parking and transit program, if any, in accordance with the University's provisions regarding such programs. This includes but is not limited to pretax/payroll deduction options applicable if the Resident is eligible for such deductions due to their payroll and/or tax status.

### **B. NOTICE**

The University shall provide written notice to the union no later than 30 calendar days prior to increasing the parking fees or University-sponsored transit program fees. The University shall meet and discuss the increases upon request of the union.

### **C. FEE CAP**

The University shall not increase parking fees more than \$10 per month each year for the duration of this Agreement. Any taxes or fees imposed by a non- University entity shall be in addition to the \$10 per month cap.

## **ARTICLE 26 PROGRAM CLOSURE**

In the event of a program closure, the University shall follow all Accreditation Council for Graduate Medical Education (ACGME) guidelines "regarding program closure/reduction" by making a reasonable effort to assist any affected residents in enrolling in another accredited residency or fellowship training program.

The University will provide notice to the union and affected resident as soon as reasonably practicable with the notification referenced in the ACGME guidelines.

## ARTICLE 27 RECOGNITION

The Regents of the University of California (hereinafter “the University”) recognize the Committee of Interns and Residents-SEIU Healthcare (CIR/SEIU), (hereinafter “the Union”) as the exclusive representative for UC Davis Residents (including Interns and Fellows as shown in the chart below) within the unit certified by the Public Employment Relations Board in Case No. SF-RR-1006-H for matters within the scope of representation as specified in the Higher Education Employer Employee Relations Act, including the following titles and title codes:

1. Resident Physicians and Surgeons, including Interns and Fellows, (hereinafter “Resident(s)”) employed at the University of California Davis in the following title codes and titles:

Title Code	Title
2709 (formerly 2708)	Resident Physician I/Intern
2723 (formerly 2724)	Resident Physician II - VIII
2738 (formerly 2725)	Chief Resident Physician
2736 (formerly 2726)	Resident Physician Subspecialty IV-VIII/Fellow
2733 (formerly 2732)	Other Post-MD Trainee II - VIII

2. Employees excluded from the unit are:
  - a. All managerial, supervisory, and confidential employees;
  - b. Residents not enrolled in programs sponsored by UC Davis School of Medicine;
  - c. Clinical Instructors not employed in the aforementioned title codes;
  - d. All other employees.
- B. For Residents on rotation at facilities not owned and operated by the University of California, the University will only be required to meet and confer over matters within the scope of representation subject to the University’s control, or as otherwise required by law.
- C. Unless expressly stated otherwise, the term “Resident” in this Agreement is intended to refer to any member of the bargaining unit, including both residents and fellows.

## ARTICLE 28 RELEASE TIME

- A. Upon advance request of no less than thirty (30) calendar days, or within 14 calendar days from the date the union is provided the orientation schedule, whichever is later, up to three (3) union members shall be granted release time to attend the GME new resident orientation in accordance with this Article.

### **CIR National Convention**

Upon advance request of no less than forty-five (45) calendar days, elected CIR delegates shall be granted release time to attend CIR's annual convention.

- B. Upon advance request of no less than thirty (30) calendar days, any union member elected or appointed to CIR's Executive committee shall be granted release time to attend the aforementioned committee's quarterly meetings.
- C. All requests for release time shall be subject to operational need and shall not be unreasonably denied.

### **ARTICLE 29 RESIDENT LOUNGES AND CALL ROOMS**

- A. The University will create a Resident lounge at the UC Davis Medical Center for the exclusive use of Residents. It is the intent of the parties that the Resident Lounge will include amenities such as a hospital phone, microwave, refrigerator, utensils, coffee machine, seating, and computers with internet access.
- B. The University will provide call rooms at the UC Davis Medical Center that ensure adequate safe, quiet, and clean, sleep and rest facilities. The call rooms will be subject to regular daily housekeeping services and will not be accessible to the general public.

### **ARTICLE 30 RESIDENT WELLBEING**

- A. A committee on Resident Wellbeing shall be established to serve as an advisory body to the Associate Dean of GME or designee, on wellbeing policies, initiatives, and burnout prevention.
  - 1. The Committee shall consist of no fewer than five Resident members.
  - 2. The University will support the Committee with a budget of \$5,000 per academic year. The Committee shall comply with the University's policies and procedures for any expenditures.
- B. Residents/fellows may attend medical, mental health, and dental appointments during work hours. For non-urgent appointments, schedule arrangements must be discussed/planned in advance with the Program Director or their delegate (as defined by each program).

## ARTICLE 31 SALARY

### A. DETERMINATION OF SALARY

1. Each Resident or Fellow shall be placed on the salary step that corresponds to the number of years of training required for Board Certification or other Certification in the specialty. Prior GME training that is not required for the current specialty/ subspecialty shall not result in a higher step or level of pay. Each program may define their entry step level, with approval of the GME Office.
  - a. Residents and Fellows may not be paid at a rate lower than the published salary scale. However, Residents and Fellows may be paid above scale at the sole discretion of their Department and in accordance with established institutional practice. The decision to pay a Resident or Fellow above scale shall not be subject to the grievance and/or arbitration procedure under this Agreement.
  - b. Residents and Fellows identified as 'Chiefs,' not inclusive of 'Administrative Chiefs,' shall be paid an additional stipend of \$200 per month.

### B. ONE-TIME LUMP SUM PAYMENT

Upon ratification of this Agreement by the University and CIR, residents and fellows will receive a lump sum payment of \$3,000.

### C. SALARY INCREASES

1. Effective December 1, 2022, the University increased salaries by 6.0%
2. Effective July 1, 2023, the University shall be increased salaries by 5.0%
3. Effective July 1, 2024, salaries shall be increased by 5.0%.

Housestaff	Current	12/1/22	7/1/23	7/1/24
PGY 1	\$64,373.39	\$75,125.79	\$78,882.08	\$82,826.19
PGY 2	\$66,507.06	\$77,387.48	\$81,256.86	\$85,319.70
PGY 3	\$69,119.88	\$80,157.07	\$84,164.93	\$88,373.17
PGY 4	\$71,847.42	\$83,048.27	\$87,200.68	\$91,560.71
PGY 5	\$74,787.54	\$86,164.79	\$90,473.03	\$94,996.68
PGY 6	\$77,567.95	\$89,112.03	\$93,567.63	\$98,246.01
PGY 7	\$80,148.15	\$91,847.04	\$96,439.39	\$101,261.36
PGY 8	\$84,366.00	\$96,317.96	\$101,133.86	\$106,190.55
PGY 9	\$87,731.28	\$99,885.16	\$104,879.41	\$110,123.39
PGY 10	\$91,218.04	\$103,581.12	\$108,760.18	\$114,198.19
Chiefs	\$200 Monthly Stipend			

### **ARTICLE 32 SEVERABILITY**

- A. This Agreement is subject to all applicable Federal or State laws and regulations.
- B. In the event that any part of this Agreement is held to be illegal, invalid, void, or unenforceable by any court of competent jurisdiction, all of the remaining conditions and provisions of this Agreement will remain in full force and effect during the term of this Agreement. In the event that any provision of this Agreement is declared illegal, invalid, void, or unenforceable, the parties agree to meet within thirty (30) calendar days upon the request of the other party in an attempt to reach an agreement on a substitute provision.

### **ARTICLE 33 SICK LEAVE**

Sick leave with compensation is given at the rate of twelve (12) days per academic year (one day per month). Sick leave is credited to the year of appointment. In addition, vacation leave may be used to cover sick leave that exceeds available sick time. Unused sick leave will not roll over to the following academic year. Makeup time may be required to meet educational objectives and to be in compliance with ACGME Program Requirements and/or the certifying board.

### **ARTICLE 34 TRANSPORTATION**

#### **A. FATIGUE MITIGATION TRANSPORTATION**

1. In the event a Resident is too fatigued to drive home safely at the end of a shift, the Resident has the following options:
  - a. Sleep in an available call room until able to drive safely; or
  - b. Utilize a taxi or other transportation service (e.g., Uber, Lyft) to take the Resident to and/or from the hospital and to and/or from their verifiable home address. The Resident is entitled to seek reimbursement from the University for the cost of the transportation. The University may impose reasonable rules to verify the use and cost of transportation under this Article.

### **ARTICLE 35 UNIFORMS**

#### **A. WHITE COATS**

1. One (1) new long white physician coat in an appropriate size will be issued to each Resident.

#### **B. SCRUBS**

1. Two (2) clean sets of scrubs shall also be provided to each resident.
2. The University shall take reasonable steps to ensure that scrub dispensers are maintained and operational. Issues with scrub dispensers can be reported to the Graduate Medical Education office.

#### **C. LAUNDERING SERVICES**

1. The University shall provide laundering services to all Residents at no cost for white coats and scrubs at UC Davis.

## **ARTICLE 36 UNION PAYROLL DEDUCTIONS**

### **A. UNION SECURITY**

The initial deduction of union payroll deductions and Political Action Contribution (PAC) deductions shall occur by the first of the month following sixty (60) days of the union's notice of ratification to the University and the union's provision of any required information set forth below.

### **B. UNION DUES DEDUCTIONS**

1. CIR/SEIU will provide the University with certification that dues deductions have been authorized by Residents. The University agrees to deduct the amounts certified by CIR/SEIU from the Resident's paycheck for payment to CIR/SEIU at the rate set by CIR/SEIU. The amount shall be a percentage of defined bargaining unit earnings set by the Union consistent with its dues structure.
2. Certification of new individual authorizations for union membership dues deduction must be provided to the University by way of CIR/SEIU providing a completed Excel spreadsheet. The appropriate deduction will commence as soon thereafter as possible, but in no case later than first of the month following sixty (60) calendar days after the certification of authorization for such deduction is provided to the University by CIR/SEIU.
3. The authorization for dues deduction shall remain in full force and effect during the full term of an individual Resident's residency, unless the University has been informed by CIR/SEIU to cease and/or modify the deductions.
4. CIR/SEIU is to complete the following data fields in the Excel spreadsheet:
  - a. Location/Business Unit Code
  - b. Campus Name
  - c. Bargaining Unit
  - d. Employee Identification Number
  - e. Employee Name (Last, First)
  - f. Action Codes: "A" = Add; "C" = Change; "S" = Stop
  - g. Deduction Codes: "D" = Dues; PAC = Political Action Contribution
5. The union will deliver this complete electronic file in Excel (\*.xls) format to the designated UC Davis Campus Office no later than the 15th of each month for any changes to occur on the first of the following month, as needed.

**C. PROGRAMMING & ADMINISTRATIVE SERVICES & REMITTANCE LISTS RELATED TO UNION SECURITY**

1. The University agrees to electronically transfer funds to CIR/SEIU banking account for all union payroll deduction remittance monies in which an administrative fee of \$10 will be applied against the remittance monies. The union shall be responsible for any reasonable initial programming and monthly processing costs associated with the implementation and maintenance of the union payroll deductions. Monthly processing costs are .07 cents per employee to cover calculation and reporting. Those costs are applied against the remittance monies. The University will provide the union with a programming estimate and the union will issue payment when ratification notice is issued to the University at which time the University will begin programming for the union payroll deductions and remittance monies reporting. In the event the union fails to pay the University in accordance with the foregoing, the University may withhold the appropriate amount from the monthly dues paid to the union provided for in this paragraph.
2. On a monthly basis, the University will provide a remittance report listing of Residents by name, employee identification number, in-unit earnings, title code, and amount of union payroll deductions. The union shall be responsible for any reasonable initial and ongoing programming and processing costs associated with providing this list.
3. The University shall not be responsible for those portions of payroll deductions where the Resident's earnings are insufficient to cover the union payroll deductions in any pay period.

**D. UNION CHANGES IN DEDUCTION AMOUNTS**

Any changes in the rate to be deducted for Resident dues shall be certified to the University by the union, in writing, at least forty-five (45) calendar days prior to the effective date of the dues amount change and mailed to the University's designated office. The union may change the dues percentage rate or cap once in a twelve (12) month period at no cost. If the union decides to change the dues percentage or due cap more than once in as 12- month period, the union will need to pay for the system programming.

**E. POLITICAL ACTION CONTRIBUTION (PAC) UNION PAYROLL DEDUCTION**

The University agrees to honor the union political action contribution payroll deduction authorization for Residents who are union members. The union will provide the University with a list via an Excel (\*.xls) completed spreadsheet. (Attached as Appendix X.) The Resident must be an active dues paying member for this deduction to occur. The union shall be responsible for any reasonable initial and ongoing costs associated with setting up and maintaining this additional union payroll deduction. PAC deductions shall be remitted to the union on a monthly basis, less any processing charges. PAC deductions are to be a flat dollar amount and to be reoccurring each month. Implementation of a PAC deduction will be effective on the first of the month following sixty (60) days' notice of receipt of the completed Excel spreadsheet reflecting the Resident's authorization to add or stop the reoccurring deduction.

## **F. CORRECTIONS OF ERRORS**

1. If the University fails to make authorized deductions of union dues and/or PAC or fails to remit to CIR/SEIU such authorized deductions or any portion thereof, or erroneously withholds deductions or any part thereof, the University shall correct the errors. The University shall refund to CIR/SEIU any deductions it has erroneously failed to remit.
2. From the time CIR/SEIU notifies the University in writing of any such errors, or if the University becomes aware of such errors, the University shall have forty-five (45) calendar days to make the corrections to be effective no later than the next payroll period.
3. The University shall not deduct more than two times the normal dues deduction in any given pay period, until the errors have been fully corrected.
4. It is expressly understood and agreed that CIR/SEIU shall refund to the employee any deductions erroneously withheld from the employee's wages by the University and paid to CIR/SEIU.

## **G. INDEMNIFICATION**

The union shall indemnify the University for any claims made by Residents for deductions made by the University in reliance on the union's certification or on the union's representation as to whether deductions for the union were properly canceled or changed. The University shall promptly provide notice to the union of any claim, demand, suit, or other action for which it is seeking indemnification.



### **ARTICLE 37 VACATION**

Vacation leave with compensation shall be four (4) seven-day workweeks per academic year. Vacation time does not accrue from year to year and must be scheduled and taken in the same academic year the vacation is earned. The total amount of vacation leaves due a Resident will be credited to the Resident at the beginning of the appointment. As the Resident uses vacation leave, the leave balance will decrease accordingly. If a Resident separates from the University before the scheduled end of the appointment term, the Resident's leave balance will be adjusted to reflect only that amount of vacation leave which would be proportionate to the duration of the Resident's actual appointment. Any vacation leaves not used by the end of the academic year, or at the end of the Resident's appointment, will be cashed out.

Vacation leave shall be scheduled by the program pursuant to the program's written policies which will be in compliance with each program's ACGME Program Requirements and/or certifying board requirements. In scheduling vacation, programs should take into account any requests for specific dates or blocks of time by individual Residents, but all parties understand that it may not always be possible to accommodate a Resident's requests.

Upon graduation or separation from a program, any unused vacation time will not carry over to any other University position but will be cashed out.

### **ARTICLE 38 WAIVER AND FUTURE CHANGES**

- A.** Both parties had the opportunity during negotiations to make proposals with respect to any subject matter not prohibited by law from bargaining. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein. The University and the union agree for the term of this Agreement each voluntarily and unequivocally waives the right and shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement.
  - 1. Any economic benefits provided by University beyond those set forth in the contract will continue, except that the University may change those benefits upon notice to union; and upon request by the Union the University shall meet and discuss over the decision to change benefits beyond those set forth in the contract. However, upon request the University will meet and confer over any effects of its decision that are within the scope of representation.
- B.** With respect to other matters within the scope of negotiations under HEERA but not covered by the Agreement, the University shall provide notice to the union of the proposed changes at least thirty (30) days prior to their proposed implementation. The parties shall undertake negotiations regarding the proposed changes if the union makes a request to negotiate with the University within fifteen (15) calendar days of the date of the University's notice.

- C. With respect to matters not within the scope of negotiations under HEERA, but which will have a reasonably foreseeable impact on the working conditions of a substantial number of residents in the bargaining unit, the University shall provide notice to the union of the proposed changes at least thirty (30) days prior to their proposed implementation. The parties shall undertake negotiations on the impact of the proposed changes if the union makes a request to negotiate with the University within fifteen (15) calendar days of the date of the University's notice.

#### **ARTICLE 39 WORK STOPPAGES**

- A. The parties agree that all Residents and Fellows who provide patient care are providing services that are essential to public health and safety. Accordingly, during the term of this Agreement or any extension thereof, the University agrees that there will be no lockouts by the University. Additionally, during the term of this Agreement or any extension thereof, the Union, on behalf of its officers, agents, and unit members, agrees that there shall be no strikes, work stoppages, sickouts, slowdowns, boycotting, interruption of work, or any other activity which would interfere with the operations of the University.
- B. During the term of this Agreement or any extension thereof, the Union its officers, agents, and unit members agree that they shall not in any way participate in or lend support to any strikes, including sympathy strikes, or other work stoppages, sickouts, slowdowns, boycotting or interruption of work or any other activity which would interfere directly or indirectly with the operations of the University.
- C. Any resident or fellow who violates this Article may be subject to disciplinary action up to and including termination of employment.
- D. The Union shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this article. In the event there is a threatened or actual strike, work stoppage, sickout, slowdown, boycotting, interruption of work, or any other activity in violation of this Agreement, the Union shall immediately give notice to all residents and fellows in the unit stating that they must cease their violation of this Agreement.
- E. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

**EXECUTION OF AGREEMENT**

The foregoing agreement between the Committee of Interns and Residents/Service Employees International Union (CIR/SEIU) and the Regents of the University of California (UC), having been duly approved by both parties, is hereby executed by the undersigned authorized representatives(s) of each party.

By: Committee of Interns and Residents/Service Employees International Union



By: Edward Burke  
Chief Negotiator  
Date: 9/7/23

By: UC Davis Health  
*R.D. Gaulman*  
Roderick D. Gaulman Chief Negotiator  
Date: February 7, 2023

By: Ryan Traynham, Director of Graduate Medical Education



Date: February 7, 2023

By: Melissa Matella, Associate Vice President,  
Systemwide Employee and Labor Relations

DocuSigned by:  
*Melissa Matella*  
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Date: 8/2/2023

DocuSigned by:  
*Cheryl Lloyd*  
AE400BB4CBEB448...

By: Cheryl Lloyd ,  
Vice President, Systemwide Human Resources

Date: 8/8/2023