

University of California San Diego Health System
And
San Diego House Staff Association
Memorandum of Understanding
July 1, 2018 – June 30, 2021

Section 1
Recognition

1.1 The Regents of the University of California (hereinafter referred to as "the Administration" or "the University") recognizes the San Diego House Staff Association (hereinafter referred to as "the Association" or "SDHSA") as the exclusive representative of those members of the San Diego House Staff Association included within the unit certified by the Public Employment Relations Board (PERB) in Case No. SF-RR858-H, and as modified by PERB Case No. SF-UM-799-H (2018), for purposes of meeting and conferring as specified by the Higher Education Employer-Employee Relations Act including the following titles:

2709 Resident Physician I
2723 Resident Physician II-IX
2738 Chief Resident Physician
2726 San Diego Medical Fellows

2732 San Diego Medical Fellows, excluding "Chief Residents of Medicine," "Chief Residents of Pediatrics," and individuals ineligible for licensure under state guidelines classified as "2111" as a subset under the 2732 Title Code series.

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

(b) The University has the sole, non-grievable authority to determine salary placement for Residents and Fellows. Residents and Fellows who complete a non-accredited research year will have their research/work experience evaluated by the University for purposes of determining appropriate placement on the PGY pay scale upon the Resident's/Fellow's return to an ACGME accredited position.

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

1.4 Except as provided herein, neither party will have any duty to meet and confer for the purpose of modifying terms and conditions to the Agreement. Regardless of the foregoing, if the SDHSA believes that some action, lack of action, event or change of UC policy has significantly affected a non-academic provision of this Agreement or non-academic right derived therefrom, the SDHSA may seek redress through the informal review process or through the formal grievance procedures outlined within this Agreement.

Section 2
Management Rights

2.1 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 Association agrees the University has the right to establish, direct and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals; to manage the hospitals, laboratories, clinics, offices, and other facilities and operations in which House Staff represented by SDHSA covered by this Agreement work; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend, or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of House Staff; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to determine the content of performance evaluations and the processes and criteria by which performance is evaluated; to establish and require House Staff represented by SDHSA to observe University rules and regulations; to discipline or dismiss House Staff; to establish or modify calendars; to schedule hours of work; to recruit, hire, or transfer; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic and patient care matters.

2.2 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.

2.3 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 Administration.

2.4 No action taken by the Administration 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.

Section 3
Association Rights

3.1 United States mail on which postage has been paid and which is received by the University bearing the name of the Association (as the sender) and the correct address of a member of this bargaining unit will be distributed to the House Staff represented by SDHSA in the normal manner.

3.2 In departments where House Staff represented by SDHSA have mailboxes the Association may reasonably use such boxes in accordance with procedures in effect at the time of the use.

3.3 SDHSA will be permitted to have a table set up at the House Staff Orientations' designated site providing reasonably prominent access to the new House Staff.

3.4 The University agrees to grant SDHSA representatives reasonable access to university facilities for union business for the purpose of ascertaining whether the terms of this Agreement are being met; engaging in the investigation, preparation, and adjustment of grievances; conducting union meetings; explaining to bargaining unit members their rights and responsibilities under the Agreement; and informing SDHSA members of union activities, including collective bargaining. The University has the right to enforce reasonable access rules and regulations as promulgated at the University of California, San Diego.

3.5 SDHSA shall be granted use of designated general purpose meeting rooms. Such use shall be arranged in advance with the Office of Labor Relations and will not be unreasonably denied.

3.6 A mutually agreed upon Letter of Introduction and Membership Application shall be provided to all new represented House Staff at the same time as the House Staff are provided the new employee orientation information. It is the SDHSA's responsibility to provide an adequate number of Letters of Introduction and Membership Applications to the University at least a month prior to the distribution date. The SDHSA will collect and submit the appropriate Membership dues and deduction information to Payroll, with an electronic copy sent to the Office of Labor Relations (hs-laborrelations@ucsd.edu), for processing as provided in Section 15 herein.

3.7 All notices to the Association as required herein shall be communicated electronically to the Association at the SDHSA email account in writing and shall be sent to, at a minimum, the then current, as last designated by the Association in writing, SDHSA's official email account and the SDHSA's management/attorney's email account(s).

Section 4

ACGME Guidelines Regarding Clinical and Educational Work Hours

4.1 The parties intend to observe the ACGME Guidelines Regarding Clinical and Educational Work Hours; for purposes of this Section hereinafter referred to as Guidelines. However, if inconsistencies occur between the Guidelines and any negotiated provision in this contract, the Guidelines will govern.

4.2 Compliance with the Guidelines is a critical issue for UCSD and the SDHSA. The parties intend that any alleged violation should be reported first to UCSD and UCSD will be given an opportunity to address actual violations of the Guidelines. Complaints by a House Staff represented House Staff Physician regarding noncompliance with the Guidelines (as more fully described in the House Officer Policy and Procedure Document [HOPPD]) may be brought to the attention of Labor Relations, the Medical Director, the Associate Dean for GME or the SDHSA at any time for review and resolution. When a complaint is made to the Association, the SDHSA may conduct its own investigation. If the investigation by the SDHSA results in a finding of noncompliance, the complaint shall be brought by the SDHSA to the attention of Labor Relations, in writing for review, investigation and resolution. Within two (2) weeks of the SDHSA submission of its investigation to the University, the University's preliminary response will be provided to the Association. UCSD is committed to investigate the alleged violation (normally using the UCSD Office of Employee Relations and/or Office of Labor Relations) and resolving any confirmed violations. This resolution shall occur as soon as possible. If after six (6) weeks from the date that the SDHSA submitted its investigation to the University, the Association believes the work hour violation has not been corrected, the Association may file a report with the ACGME/RCC. This report may be disclosed to other House Staff.

Section 5
Compensation

5.1 The University may increase individual wages for selected classifications or individuals during the term of this Agreement.

5.2 The University will provide the Association with fifteen (15) calendar days' notice prior to implementing an adjustment referenced in Section 5.1 above.

5.3 Upon written request by the Association, the University will meet to discuss the reasons for the adjustment. The University will consider issues and concerns raised by the Association prior to implementation. The written request from the Association must be received by the Director of Labor Relations within seven (7) calendar days from the date of the notice sent to the Association.

5.4 The University will increase salary rates for year 2018-2019 for the classifications covered by this Memorandum of Understanding to an amount equal to the University of California Office of the President recommended House Staff Salary Scale for 2018-2019 (attached hereto as Exhibit A).*

5.5 The University will establish salary rates for year 2019-2020 in an amount equal to the 2018-2019 UCSDH salary scale plus 3%.

5.6 The University will establish salary rates for year 2020-2021 in an amount equal to the 2019- 2020 UCSDH salary scale plus 3%.

* For academic year 2018-2019, the wage rate shall be implemented within sixty (60) calendar days of ratification of this agreement and shall be effective as of July 1, 2018.

Section 6
Meal Allowance

6.1 An eligible Represented House Staff individual will receive an on-call meal allowance of twelve dollars (\$12.00) per meal to be used at the University of California at San Diego (UCSD) Health System cafeteria(s) in comportment with the criteria below. Any unused portion of the Represented House Staff individual's monthly meal allowance may be added to the next month meal allowance. However, any unused portion of a Represented House Staff individual's meal allowance may not be carried over to the next fiscal year. A Represented House Staff individual is not eligible for any cash reimbursement of an unused meal allowance. The purpose of the meal allowance is to purchase a meal while the Represented House Staff individual is on on-call status and in the hospital. Meal allowances cannot be used for "bulk" purchases and is subject to a maximum daily purchase limit of \$45.

6.2 Fiscal year is defined as July 1 through June 30.

6.3 Meal allowance for represented House Staff individuals will be distributed as follows:

Group 1: Represented House Staff individuals taking traditional 24-hour in-house-call

Weekends/Holidays: 3 meals/24 hours

Weeknights: 2 meals/24 hours

Group 2: Represented House Staff individuals working shifts; physically present in the hospital afterhours

Weekends/Holidays: 2 meals/after hours shift

Weeknights: 1 meal/after hours shift

Group 3: Represented House Staff individuals taking at-home-call

-Applies to first call only

-Assumes on average get called in approximately half of monthly call nights

-House Staff on at-home-call will receive one (1) meal every two calls, regardless of weekend or weeknight, assuming the House Staff individual is called in 50% of the time. If House Staff individuals are called in more than 50% of the time and can provide documentation of this, the meal allowance for that House Staff individual will increase accordingly.

**House Staff rotating on other services will receive the respective meal allowance from the receiving service depending on which call group above they fall into.

***With the addition of Fellows into the SDHSA, programming will need to be completed to add the fellow based programs into the University EATS system. The University shall endeavor to complete this programming within sixty (60) calendar days following ratification of the Agreement by the parties.

6.4 The University and SDHSA agree to meet on a quarterly basis, upon request by either party, to address any issues arising from this section.

Section 7
Work Rules

7.1 Rules regarding House Staff work environment are to be governed by the UCSD House Officer Policy and Procedure Document (HOPPD) and UC San Diego Medical Center Policies (MCPs). To the extent the HOPPD and this Agreement conflict, this Agreement shall control. Modifications to the UCSD HOPPD which are within the scope of bargaining will be addressed in accordance with the provisions of this Agreement and of HEERA.

7.2 Upon approval of the proposed changes by the University, but in no case later than forty-five (45) calendar days prior to the implementation of a new or changed work rule or change to the UCSD HOPPD, the University shall inform the Association of the pending change(s) via email to the following email accounts: SDHSA@UCSD.EDU and PMIROWSKI@MIRLAW.COM or such other email as SDHSA may designate by notice to UCSD Labor Relations. The SDHSA shall have fifteen (15) calendar days from the noticed change to respond with a request to meet and discuss the noticed change and/or meet and confer regarding the effects of the change. Upon receipt of a timely request to meet from the SDHSA, the University will meet and discuss the proposed work rule or change in the HOPPD. If the Parties are unable to agree to the proposed changes, the matter shall proceed through the grievance procedure defined in this Agreement (if eligible).

7.3 Work rules subject to the above notice requirements do not include system-wide policies. SDHSA agrees and understands that such policies will be applicable to SDHSA covered employees as they are to other affected House Staff Physicians.

Section 8
No Strikes

8.1 During the term of this Agreement or any written extension, the University agrees there will be no lockouts by the University.

8.2 The Association, on behalf of its officers, agents, and members agrees there will be no strikes, sympathy strikes, stoppages or interruptions of work, or other concerted activities including “work-to-rule” campaigns which interfere directly or indirectly with University operations during the life of this Agreement or any written extension thereof. The Association, on behalf of its Directors, officers, agents, and members, agrees it will not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Section. The Association, its Directors, officers, and representatives agree that they will promptly advise any and all SDHSA covered employee or member that engaging in prohibited action as defined above would be a violation of this Section and would be subject to discipline.

8.3 A represented House Staff member violating this Section will be subject to discipline up to and including termination of employment in accordance with the principles of Due Process.

Section 9
House Officer Professional Fees

9.1 UCSD will reimburse represented House Staff for licensing and re-licensing fees paid to the California State Medical Board. These fees include the application fee, fingerprint processing fee, and the initial licensing fee. UCSD will also reimburse represented House Staff for the USMLE Step 3 Fee and for the fee associated with the Examination History Report.

9.2 Initial License. U.S. and Canadian Graduates - Graduates of U.S. and Canadian medical schools must train, in an accredited program, for a minimum of twelve (12) months before being eligible for licensure, and, must possess a valid license in order to continue training after completing twenty-four (24) months of accredited training. UCSD Health System will reimburse PGY2 residents (both incoming and continuing) for the fees listed below if the trainee is issued a license by March 31st of the trainee's PGY 2 training year.

International Medical Graduates - Graduates of International medical schools must train, in an accredited program, for a minimum of twenty-four (24) months before being eligible for licensure, and must possess a valid license in order to continue training after completing thirty-six (36) months of accredited training. UCSD Health System will reimburse PGY3 residents (both incoming and continuing) for the fees listed below if the trainee is issued a license by March 31st of the trainee's PGY3 year.

In order to be eligible for reimbursement, the trainee must provide documentation that his/her license was issued on or before March 31st of the trainee's PGY2 year (or PGY3 if an IMG) to the Office of Graduate Medical Education, no later than April 15th of the trainee's PGY2 (or PGY3 year if an IMG).

9.3 USMLE Step III Fee - In order to be eligible for reimbursement of the USMLE Step III Fee, the trainee must provide documentation that his/her license was issued on or before March 31st of the trainee's PGY2 year (or PGY3 if an IMG) to the Office of Graduate Medical Education, no later than April 15th of the trainee's PGY2 (or PGY3 year if an IMG).

9.4 License Renewal - UCSD Health System will reimburse House Staff (residents and fellows) for fees paid to renew their California Medical License while training at UCSD Health System.

In order to be eligible for reimbursement, the trainee must provide documentation that his/her license was renewed on or before the expiration date, to the Office of Graduate Medical Education, no later than the end of the month following the expiration date of the license (e.g., If the license expires on March 31st, documentation must be provided by April 30th of the same year). UCSD Health System will only reimburse trainees for license renewal if the license expires during their appointment at UCSD. UCSD Health System will not reimburse a trainee for renewing a license that expires after completion of their training program or after termination of appointment from UCSD.

9.5 Upon request, the parties shall hold a Labor Relations Management meeting for group discussion regarding the potential reimbursement of the initial licensing fees for fellows beginning a one-year (1-year) program.

Section 10
Educational Stipend Information

10.1 UCSD will provide an Education Stipend in the amount equal to five hundred dollars (\$500) per Represented House Staff individual during the academic years of 2018-2019, 2019-2020, and 2020-2021.

10.2 Represented SDHSA House Staff individuals shall be paid the Educational Stipend noted in Section 10.1 by October 1* of each academic year covered by this Agreement. In order to be eligible for the stipend, the Represented House Staff individual must be active in the payroll system as of September 1 of the contract/academic year.

*For academic year 2018-2019, this payment shall be processed within sixty (60) calendar days following ratification of this Agreement by the parties.

Section 11
Change in Law/Severability

11.1 This MOU is subject to all applicable Federal or State laws and regulations. If any part of the provisions of this MOU is in conflict with such applicable provisions of Federal or State laws or regulations, or is otherwise held to be invalid or unenforceable by any court of competent jurisdiction, such provision or part thereof shall be deleted and the remainder of the MOU shall not be affected. To the extent that applicable law or regulation may change in a way that may affect, wages, hours, union rights or responsibilities or terms and conditions of employment or any other mandatory subjects, each party shall have the right upon request to meet and confer in regard to such change.

Section 12
Term of Agreement

12.1 This Memorandum of Understanding (“MOU”) will cover the time period of July 1, 2018, and will continue in effect up to and including June 30, 2021, and will be effective for the entire term upon ratification by the parties.

12.2 Negotiations regarding a new Agreement shall begin by the first week of February 2021, unless a later date is mutually agreed upon by the parties.

Section 13
Definitions

13.1 The term "Association" as used in this Agreement refers to the San Diego House Staff Association, a duly organized nonprofit corporation existing under the laws of California, the exclusive representative of the House Staff Physicians covered by this Agreement.

13.2 The term "sole discretion" as used in this Agreement means the non-grievable, non-arbitral authority of the University of California.

13.3 The term "House Staff" and/or "House Officer" shall refer to persons covered by the Public Employment Relations Board (PERB) determination in Case No. SF-RR858-H, and as modified by PERB Case No. SF-UM-799-H (2018).

13.4 "SDHSA Members" shall refer to persons who are current Members of the Association.

Section 14
Work Environment

14.1 All House Staff sleeping quarters will meet the following minimum criteria: rooms will include a bed, desk, computer, reading light, sink and toilet. Rooms will be cleaned and linens changed daily. Showers will be accessible for House Staff use on the same floor as the assigned on call quarters.

14.2 During the term of this Agreement the University agrees to maintain the Physician lounge space(s) for respite, recovery, and to promote wellness at the North and South campuses. The University will ensure that the lounge space(s) includes workstations, up to six (6) (space permitting) computers with internet access, and furnishings with the appropriate office equipment, a working printer, and supplies. At a minimum the University shall provide four (4) reams of paper per month to be placed in a cabinet near the printer. Toner and ink will be replaced as needed. The University will provide a responsive system for restocking supplies. Lounge space is to be used by UCSD Physicians only.

14.3 The University will ensure appropriate security measures for lounge space entry at all hospital locations, which may only be accessed via door badge reader or keypad. The lounge is to be used by UCSD Physicians only. The University will provide dedicated secure space for House Staff to store valuables or personal belongings.

14.4. The University will involve SDHSA representatives in the development and planning of House Staff lounge facilities at future UCSD buildings/developments.

Section 15
SDHSA Dues

SDHSA shall establish the monthly amount it requires for union members' dues and initiation fees. SDHSA shall certify to the University in writing the monthly union dues amounts, and the amount of members' initiation fees. The University agrees to deduct from the pay of represented House Staff members the amount of dues SDHSA has certified in writing.

SDHSA may change the amounts to be deducted from represented House Staff members pay once per calendar year. Any annual changes in the amounts to be deducted for SDHSA dues or initiation fees shall be certified to the Director of Labor Relations, in writing, at least forty-five (45) calendar days prior to the effective date of such change.

15.1 The payment of union dues through payroll deduction will continue even if the collective bargaining Agreement expires.

15.2 The University will only deduct dues from the pay of represented House Staff members that choose to have deductions made to SDHSA. In the event a dispute regarding membership status arises, the parties agree to work to resolve the matter as quickly as possible, and in no event longer than thirty (30) calendar days from the date the dispute arises. This deadline may be extended by mutual agreement of the parties. The University shall rely on information provided by SDHSA regarding the authorization or cancellation of the deduction; whether deductions for SDHSA were properly made, canceled or changed; and SDHSA shall indemnify the University to the extent provided by law for any claims made by the employee for deductions made in reliance on that information.

15.3 Dues deductions shall be effective no later than the month subsequent to the month in which the request is received by the University from SDHSA. A represented House Staff Member may cancel her/his authorization for payroll dues deduction at any time. A dues deduction authorization may only be revoked pursuant to the terms of the employee's written agreement with SDHSA (subject to completion of the appropriate programming and/or payroll changes). The form to become a union member or cancel membership will be available on the SDHSA primary association website.

15.4 The University shall remit to SDHSA, in the form of a check to an address or electronic transfer to a bank account designated by SDHSA, an amount representing the dues deductions. Accompanying the check shall be an accurate electronic and printed deduction report, which shall contain an alphabetical listing of the represented House Staff Members for whom payroll deductions were made. The report shall include the full name of the represented House Staff Member, the employee's identification number, the employee's email, telephone (if on file) and the amount withheld. The report shall be provided electronically via the UC FTP site in accordance with the terms of the site maintained by the University's Office of the President. The University shall send reports via electronic mail to the SDHSA Treasurer, SDHSA Administrative Assistant and/or the SDHSA's Attorneys as designated by SDHSA.

15.5 If the University fails to make appropriate authorized payroll dues deductions, or any part thereof, the University shall correct the deduction amounts in its system within thirty (30) calendar days from date notified of the error by SDHSA to ensure the proper dues are being withheld going forward.

15.6 If the University's error resulted in dues deductions less than the correct amount, the University shall withhold additional required deductions to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions shall not exceed two (2) times the normal dues amount in any given pay period. If after an additional forty-five (45) days the University does not make the agreed-upon corrections and SDHSA incurs direct costs, the University will reimburse SDHSA for reasonable, documented direct costs incurred to make corrections for only University errors.

15.7 It is expressly understood and agreed that if the error results in payment of more than the correct amount and the SDHSA has received the funds, the SDHSA shall reimburse the represented House Staff Member accordingly.

15.8 The parties acknowledge that representation and/or legal obligations of SDHSA toward SDHSA non-member covered individuals may change as a result of legislative/statutory changes following the U.S. Supreme Court decision in *Janus v. AFSCME*, 585 US ____ (2018). If any such changes are perceived to affect House Staff covered individuals, or the parties hereto, either party may file a request to meet and confer regarding these perceived changes. The parties agree that they shall meet and confer as to these actual/perceived changes within fifteen (15) calendar days of receipt of notice of such a request by the moving party. The deadline to meet upon a request may be extended by mutual agreement of the parties.

Section 16
Academic Due Process
And
Non-Academic Grievance Procedures

16.1 Academic Due Process

House Staff will not be disciplined or dismissed from employment due to academic considerations without due process as outlined in the UCSD House Officer Policy and Procedure Document (HOPPD).

16.2 Non-Academic Grievance

(A) Definitions

(i) Parties: The parties hereto are the San Diego House Staff Association (the "Association") and the University of California, San Diego (the "University").

(ii) Non-Academic Grievance: A dispute or alleged violation of a term of this agreement and/or a dispute arising from an employment based disciplinary action initiated by the University.

(iii) Labor Relations and/or Health Labor Relations Office: The UC San Diego Health Office of Labor Relations.

(B) Formal Grievance Elements

Grievances must be in PDF or similar image format. Any submission of a grievance will be submitted in writing with the following information:

(i) A specific description of the dispute/alleged violation as known at the time of submission;

(ii) A listing of the Section(s) of the current MOU which the Association believes has been violated;

(iii) The date of the alleged violation; and

(iv) The requested remedy.

(C) Time Limits

(i) In the event the Association wishes to file a grievance, the grievance must be filed within thirty (30) calendar days of the date the Association or Employee knew or should have known of the action(s) giving rise to the grievance.

(ii) The date of filing shall be the date the grievance is received by the Office of Labor Relations. The Steps provided in this Section may be skipped upon mutual agreement of the parties. Any deadline date under this procedure that falls on a Saturday, Sunday or University Holiday shall be continued to the next business day. The extension of the deadlines in this Section may be extended upon mutual agreement of the parties.

(D) Use of Email

(i) Grievances must be filed via email, with delivery receipt, addressed to the other party's official email address(es) for all formal notices and responses required. Such documents shall be sent to the Association at the following email address(es): sdhsa@ucsd.edu with copies to SDHSA's then current Legal Counsel (pmirowski@mirlaw.com). Additional SDHSA email addresses can be added upon mutual agreement between the parties. The University's official email address for this purpose is hs-laborrelations@ucsd.edu. The Parties' official email addresses may be changed upon thirty (30) days written notice to the other party. Emailed grievances submitted and/or any responses issued after 4:30pm 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) Confidential Nature of Grievance Proceedings

The parties will practice general principles of confidentiality throughout the entire grievance process. Grievance meetings shall be closed to the public to preserve confidentiality, unless the parties agree to otherwise in writing.

16.3 SDHSA's Duty to Non-Members and Non-Paying Agents

The SDHSA's duties and obligations to Non-Members (persons within the Association's PERB designated coverage but not paying dues) shall be governed by the then current law. The Parties agree to meet and confer following enactment of statutory changes which the SDHSA believes affects SDHSA's legal obligations to Non-Members and the SDHSA believes relates to or affects the terms herein.

16.4 Non-Academic Grievance Steps

(A) Step I: Informal Resolution

(i) Before commencing the formal Non-Academic Grievance Procedure, the Association may first attempt to resolve a matter informally.

(ii) The Association may submit a "Notice of Issue" to Labor Relations with a description of the matter(s) or issue(s).

(iii) A meeting with the parties shall be scheduled within fifteen (15) calendar days of the

receipt of the "Notice of Issue." The meeting will be attended by persons with authority to resolve the matter(s) and/or issues(s).

(iv) Nothing in this section abrogates or extends the time limits to file a formal grievance as described herein. The time limits and deadlines defined in this Section may be extended by mutual agreement of the parties.

(B) Step II: Formal Grievance Procedure

(i) The Association may initiate a Formal Non-Academic Grievance by filing a Formal Grievance as described in Section 16.2 herein with the Health Labor Relations Office as provided herein.

(ii) The grievance will be reviewed by the Labor Relations Office and unless waived by the Association, a grievance meeting shall be scheduled within fifteen (15) calendar days of receipt by Labor Relations of the Formal Grievance. The grievance meeting will be attended by a representative of the Association and University representative(s) having authority to negotiate and resolve the grievance issue(s).

(iii) The University shall issue a written response to the Formal Grievance within fifteen (15) calendar days from the date the grievance meeting has concluded or as otherwise agreed by the parties. If no grievance meeting is held, the Office of Labor Relations shall issue a written response to the Formal Grievance no later than thirty (30) calendar days from the date the Formal Grievance was received by Labor Relations. During this period, the parties may continue to exchange research and information regarding the identified issue(s). The time limit for the University's response may be extended by written agreement between the University and the Association.

(C) Step III: Mediation

(i) The Association may appeal the Step II Response by requesting mandatory mediation between the parties. The Association must file the appeal in writing within thirty (30) calendar days of the issuance of the University's Step II Response to the University's official email address: hs-laborrelations@ucsd.edu. Proof of service must accompany the Association's request for mandatory mediation for any first class mailed service.

(ii) Following the Association's appeal to mandatory mediation, the parties shall meet within fifteen (15) calendar days from the date the University receives the appeal to select a mediator. Each party shall submit a list of three (3) potential mediators for a total of six (6). The parties will then take turns striking one name off the list until one (1) remains; the remaining mediator shall be appointed as the designated mediator for the case. The parties will seek to mutually agree on which party shall execute the first strike from the name mediator pool. If the parties are unable to agree on which party will strike the first name, the parties shall flip a coin to designate the first moving party.

Section 17
Parking

17.1 The University shall provide to House Staff covered individuals Parking and Parking-Related services to the same extent and under the same conditions as normally provided for other UC San Diego Health employees.

17.2 UC San Diego Parking fee rates for represented House Staff covered individuals shall be the same as those established for other UC San Diego Health employees.

17.3 During the term of this Agreement, Parking fee rates for House Staff covered individuals shall only be increased by the same rate/percentages as for other UC San Diego Health employees. Any increase in the parking rate shall be capped at no more than \$10.00 per month in a given academic year.

17.4 House Staff covered individuals will be permitted to park without a parking permit in the designated parking space located in the lot opposite the Hillcrest Medical Center's Front Street Entrance (corner of Front and Arbor) for a period of time not to exceed ten (10) minutes.

Section 18
Administrative Reports/Email

18.1 The University agrees to provide the SDHSA on a monthly basis a digital Excel file of all the then current persons represented by the SDHSA including the person's basic information. Unless the person has reserved such information as confidential, such basic information shall include at the minimum the person's full name, employee ID, home address, home and cell telephone numbers, work and personal email addresses, if on file, department and status as a SDHSA Member. The information shall be provided pursuant to the terms of the UCOP FTP site as long as such site is maintained by the University.

18.2 At least seven (7) calendar days prior to each New House Staff Orientation, the University shall provide the SDHSA with a digital (excel) file of all the new House Staff eligible individuals with the name, job title, department, work and home address, and personal cellular telephone numbers, personal email addresses, if on file with the employer.

18.3 University agrees to maintain the SDHSA@ucsd.edu email account.

Section 19
Labor/Management Meetings

19.1 The University agrees, upon written request from the SDHSA to the Director of Labor Relations, to schedule quarterly Labor Relations Management meetings for the parties to discuss matters of mutual importance. The agenda and attendees of the meeting shall be determined by mutual agreement of the parties at least five (5) business days prior to the scheduled meeting date.

19.2 The parties shall conduct one annual meeting where at least one (1) member of the Senior Executive Team shall be present in conjunction with representatives from the SDHSA, Graduate Medical Education (GME) and the Office of Labor Relations.

Section 20
Housing Stipend

20.1 The University agrees to pay each individual in a represented House Staff covered position a Housing Stipend.

20.2 For academic year 2018-2019 the Housing Stipend will be five thousand, eight hundred dollars (\$ 5,800).

20.3 For academic year 2019-2020 the Housing Stipend for all House Staff covered positions will be five thousand, nine hundred dollars (\$5,900).

20.4 For academic year 2020-2021 the Housing Stipend for all House Staff covered positions will be six thousand dollars (\$6,000).

20.5 Represented House Staff shall be paid the Housing Stipend noted above in two (2) equal payments of 50% of the total academic year amount, with the first half-payment occurring on October 1* of the academic year, and the second half-payment occurring on February 1. To be eligible for the first distribution, the Represented House Staff individual must be active in the payroll system as of September 1 of the contract/academic year and on active payroll status at the time of disbursement. To be eligible for the second distribution, the Represented House Staff individual must be active in the payroll system as of January 10 of the contract/academic year and on active payroll status at the time of disbursement.

* For academic year 2018-2019, the first housing stipend payment shall be processed within sixty (60) calendar days of ratification of this agreement.

Section 21
House Staff Representatives

21.1 SDHSA shall have the right to identify up to ten (10) individuals as the designated Employee Representatives each academic year (defined as July 1st-June 30th). The University shall recognize the SDHSA designated Employee Representatives as being authorized to conduct union business and speak to the University on behalf of the SDHSA. The function of the SDHSA designated Employee Representatives shall include informing Represented House Staff of their rights under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed, and to investigate and assist in the processing of grievances.

21.2 Within thirty (30) calendar days from the start of each academic year, the SDHSA will furnish the Director of Labor Relations with a written list of the ten (10) designated (or portion thereof) SDHSA Employee Representatives. This list shall be maintained in a timely manner by SDHSA and the SDHSA will provide Labor Relations with an updated copy of the list no later than thirty (30) days from when a change occurs.

Section 22
Benefits

22.1 Eligible Represented House Staff may participate in the benefits programs as described in the House Officer Policy and Procedure Document (HOPPD). Said benefits are hereby incorporated into this Memorandum of Understanding.

22.2 SDHSA shall be given sixty (60) calendar days' advance notice of the University's intent to change, modify, eliminate, or in any way alter, in whole or in part, any of the benefits referenced above.

22.3 The notice referenced in 22.2 above shall be sent via email to the SDHSA at the official SDHSA email address on file with the Office of Labor Relations with a concurrent copy to SDHSA's designated legal representative.

22.4 The notice referenced in 22.2 above shall contain a summary description of the proposed change(s), a description of actual and potential effect on Represented House Staff and include any documentation supporting the changes(s).

22.5 SDHSA shall notify the Director of Labor Relations, within thirty (30) calendar days of the date of receipt of the notice referenced in 22.2 above, of the Association's intention to meet and discuss the proposed change(s) and/or meet and confer regarding the anticipated effects of the proposed change(s).

22.6 If the Director of Labor Relations does not receive a request to meet within the required thirty (30) calendar days, the University may implement the proposed change(s).

Section 23 Holidays

The recognized University holidays are as follows:

- New Year's Day
- Third Monday in January (Martin Luther King Jr. Day)
- Third Monday in February (President's Day)
- Cesar Chavez Day
- Last Monday in May (Memorial Day)
- Independence Day
- Labor Day
- November 11 (Veterans' Day)
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24 (or announced equivalent)
- December 25
- December 31 (or announced equivalent)

Unless an alternate date is designated by the University's President, a holiday that falls on a Saturday is observed on the preceding Friday and a holiday that falls on a Sunday is observed on the following Monday.

Represented House Staff may observe a sincerely held special or religious holiday, provided that the work schedule permits and provided that the time off is charged to vacation or is without pay and arrangements are coordinated with program representative in advance.

Holiday call shall be distributed by the Training Program Director, or designee, equitably among House Officers at the same postgraduate level. The Program Director or designee may consider the following factors when scheduling holiday call: continuity of patient care, opportunity for unique educational experience, supervision or education of others or other special requirements of the House Officer's particular level of training. The University recommends the Program Director make best efforts to provide an equitable holiday rotation.

House Officers receive holiday pay pursuant to University policies.

If a Represented House Staff individual works on one of the above designated Holidays at a third party institution pursuant to an agreement between said institution and the University of California, but said institution does not recognize said Holiday, then the Training Program Director shall provide the Represented House Staff individual with an alternative "day off."

Section 24
Leaves of Absence

VACATION

- House Officers accrue Vacation Leave at the official rate of 13.33 hours per month. This provides a total of twenty (20) Vacation Leave "working days" per year. Due to the complexities of rotation schedules for House Officers in various training programs, twenty- eight (28) calendar days or one (1) calendar month will be given as Vacation Leave depending upon the mode of scheduling of a given service. A part-time House Officer receives the proportionate amount, based on the percent and duration of the appointment.
- Vacation Leave shall be requested by the House Officer in writing and scheduled with the agreement of the Program Director or his/her designee.
- Vacation Leave may be scheduled in full or may be split depending upon the requirements of the training program and the written requests of the House Officer.
- To the extent allowed by the training requirements of the program, Vacation Leave will be granted in accordance with House Staff requests.
- Changes in the Leave schedule may be initiated by the Program Director when required by department activities. The Program Director shall endeavor to give advance notice of any change.
- House Officers wishing to make a change in the posted Leave schedule must submit a written request. Approval of such requests is subject to the staffing requirements of the training program and the discretion of the Program Director or his/her designee.
- Vacation Leave must be taken during the period of appointment unless an exemption is granted to the department by the Associate Dean for Graduate Medical Education.

PROFESSIONAL LEAVE

- With the approval of the Training Program Director, House Officers may be granted up to five (5) work days of Professional Leave with pay, per academic year, to pursue scholarly activities pursuant to their educational curriculum. Additional days may be granted with the approval of the Training Program Director.
- Time not taken may not be carried over from one academic year to the next and will be forfeited.

SICK LEAVE

- House Officers shall accrue Sick Leave at the rate of eight (8) hours (one [1] working day) per month, which is the equivalent of twelve (12) working days per year. A part-time House Officer receives the proportionate amount, based on the percent and duration of the appointment.
- Each House Officer shall immediately notify his/her Training Program Director of any illness and, if requested by the Program Director, shall provide physician records to document illnesses lasting three (3) or more days.
- Sick Leave is not to be used as additional Vacation.
- Sick Leave which remains unused at the end of an appointment year will carry over to the following appointment year if the House Officer is reappointed. In the event the House Officer is not reappointed, unused Sick Leave will be forfeited.
- Sick Leave not used beyond the predetermined date for separation is forfeited.

SICK LEAVE-FAMILY ILLNESS AND BEREAVEMENT

- Family Illness - A House Officer shall be permitted to use not more than thirty (30) days of Sick Leave in any calendar year when required to be in attendance or to provide care because of the illness of the House Officer's spouse, parent, child, sibling, grandparent or grandchild. In-laws and step-relatives in the relationships listed also are covered. This provision also covers other related persons residing in the House Officer's household.
- Family Bereavement - A House Officer shall be permitted to use not more than five (5) days of Sick Leave when the House Officer's absence is required due to death of the House Officer's spouse, parent, child, sibling, grandparent or grandchild. In-laws and step-relatives in the relationships listed also are covered. This provision also covers other related persons residing in the House Officer's household. In addition the House Officer shall be permitted to use not more than five (5) days of Sick Leave in any calendar year for bereavement or funeral attendance due to the death of any other person. The House Officer shall provide prior notice to the Training Program Director as to the need for and likely length of any such absence.

PERSONAL LEAVE OF ABSENCE

- A House Officer may be granted a Personal Leave without pay when other leave balances have been exhausted, for the House Officer's convenience, but in granting the Leave, the best interests of the training program shall be considered.
- Personal Leave(s) may be granted for personal needs not otherwise specifically provided for by this policy.
- The Training Program Director may approve a Personal Leave for a period not in excess of six (6) months. The Associate Dean for Graduate Medical Education may grant individual exceptions to the 6-month limit.

PREGNANCY/CHILDBEARING DISABILITY LEAVE

- A House Officer disabled due to pregnancy, childbirth or related medical conditions shall be granted a Medical Leave of absence of up to four (4) months, but not to exceed the period of verified disability.
- Pregnancy Disability Leave may consist of leave without pay and/or paid leave such as accrued Sick Leave and accrued and/or advanced Vacation Leave.
- If a House Officer on an approved Pregnancy Disability Leave is also eligible for Family and Medical Leave (noted below under Family and Medical Leave), up to twelve (12) workweeks of Pregnancy Disability Leave shall run concurrently with Family and Medical Leave under Federal law.
- Upon termination of a Pregnancy Disability Leave that runs concurrently with Federal Family and Medical Leave, an eligible House Officer is also entitled to up to twelve (12) workweeks of State Family and Medical Leave.
- A pregnant House Officer enrolled in the House Officer Disability Plan should contact the House Officer Disability Plan Coordinator to discuss eligibility for coverage and the procedure to follow to obtain the disability benefit.
- For House Officers disabled by pregnancy, childbearing or other related medical conditions, the University shall continue its contribution for the House Officer's health insurance benefit for the length of such disability, up to four (4) months.
- As an alternative to or in addition to Pregnancy Disability Leave, the University will temporarily modify the job duties of a pregnant House Officer or transfer the House Officer to a less strenuous

or hazardous position, if requested by the House Officer and medically advisable according to the House Officer's health care provider, provided that the temporary transfer or modification of duties can be reasonably accommodated by the University. Such a temporary modification of duties or transfer will not be counted toward a House Officer's entitlement to up to four (4) months of Pregnancy Disability Leave. At the conclusion of the Pregnancy Disability Leave (or earlier upon the House Officer's request if that request is consistent with the advice of the House Officer's health care provider), the House Officer will be returned to her original position and/or duties.

PARENTAL LEAVE

- Parental Leave is a form of Family Care/Medical Leave to care for the House Officer's newborn or a child placed with the House Officer for adoption or foster care. Such Leave must be initiated and concluded within one (1) year of the birth or placement of the child. The University shall grant a Parental Leave subject to the provisions of Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), as applicable. If requested and taken immediately following a Pregnancy Disability Leave, a House Officer eligible for FMLA/CFRA at the beginning of her Pregnancy Disability Leave shall be granted the unused portion of FMLA/CFRA leave for Parental Leave purposes, up to a maximum of twelve (12) workweeks. The amount available for use is determined by the amount which the House Officer has previously used under FMLA/CFRA in the leave year.
- Parental Leave alone shall not exceed twelve (12) workweeks within the calendar year. However, when Parental Leave is combined with a leave for pregnancy-related and/or Childbearing Disability only, the total Family Care/Parental Leave shall not exceed seven (7) months in the calendar year.
- Leave granted for bonding purposes shall be concluded within twelve (12) months following the child's birth or placement for adoption or foster care.

FAMILY AND MEDICAL LEAVE

- Family and Medical Leave is provided for an eligible House Officer's serious health condition, or the serious health condition of the House Officer's child, spouse or parent in accordance with applicable Federal and/or State law, including the FMLA and the CFRA, or to bond with the House Officer's newborn, adopted or foster care child in accordance with State and Federal law in effect at the time the leave is granted.
- A House Officer is entitled to up to twelve (12) workweeks of Family and Medical Leave during the calendar year, provided that:
 - The House Officer has at least twelve (12) cumulative months of University service (all prior University service shall be used to calculate the 12-month service requirement); and
 - The House Officer has worked at least 1,250 actual hours during the twelve (12) months immediately preceding the commencement date of the leave.
 - Family and Medical Leave is unpaid leave, except under the following circumstances:
 - Accrued/advanced Vacation Leave (for the specific academic year) may be used at the House Officer's option before taking leave without pay.
 - In addition, up to thirty (30) days of accrued Sick Leave per year may be used as salary replacement for Family Illness Leave.

- All paid time off used for Family and Medical Leave shall be deducted from the twelve (12) workweek Family and Medical Leave maximum.
- Advance Notice and Certification
 - Whenever possible, the House Officer shall provide at least thirty (30) days advance notice. If thirty (30) days' notice is not practicable because of a medical emergency, for example, notice shall be given as soon as practicable. Failure to comply with these notice requirements may result in postponement of Family and Medical Leave.
 - A House Officer who requests Family and Medical Leave shall be required to present medical certification prior to taking the leave and prior to returning to the training program.
- Family and Medical Leave - Related to a Family Member's Military Service
 - Eligible employees are entitled to Family and Medical Leave Act leave for purposes related to a covered family member's military service. An unpaid FMLA leave may be taken for any one or for a combination of the following reasons:
 - A "qualifying exigency" arising out of a covered family member's active duty or call to activate duty in support of a contingency plan, and/or
 - To care for a covered family member who has incurred an injury or illness in the line of duty provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, or rank.
 - A covered family member under the subsection includes a spouse, domestic partner, son, daughter, parent, or the next of kin of the employee. Next of kin is defined as the nearest blood relative to the service member.
 - When a requested leave is due to a "qualified exigency," an eligible employee may take up to twelve (12) workweeks of leave during any 12-month period.
 - When requested leave is taken to care for an injured or ill service member, an eligible employee may take up to twenty-six (26) workweeks of leave during a single 12-month period to care for the service member. Leave care for an injured or ill service member, when combined with other FMLA qualifying leave, may not exceed twenty-six (26) weeks in a single 12-month period.
- Effects on Benefits
 - A House Officer on Family and Medical Leave shall be entitled to continue participating in the health plan coverage (medical, dental and optical) as if on pay status for a period of up to twelve (12) workweeks in a 12-month period. Contribution toward premium cost shall remain as it was prior to the onset of Family and Medical Leave for a period of up to twelve (12) workweeks in a calendar year.

LEAVE FOR WORK-INCURRED DISABILITY

- A House Officer who is off pay status and receiving temporary disability payments under the Workers' Compensation Act shall be granted a leave without pay for all or part of the period during which temporary disability payments are received, except that any leave without pay that is granted shall not extend beyond a predetermined date of separation.
- Periods of leave for work-incurred disability run concurrently with Family and Medical Leave for a House Officer who is eligible for Family and Medical Leave.

MILITARY LEAVE

- A House Officer granted temporary Military Leave for active duty training or extended military leave is entitled to receive the House Officer's regular University pay for the first thirty (30) calendar days of such leave in any one (1) fiscal year, provided that the House Officer has completed twelve (12) months of continuous University service immediately prior to the granting of the leave (all prior full-time military service shall be included in calculating this University service requirement) and provided that the aggregate of payments for temporary Military Leave, Extended Military Leave and Military Leave for Physical Examination do not exceed thirty (30) calendar days' pay in any one (1) fiscal year.
- A House Officer granted Military Leave with pay shall receive all benefits related to employment that are granted when a House Officer is on pay status.

JURY DUTY

- A House Officer who is summoned and serves on Jury Duty shall be granted leave with pay for the time spent on jury service and in related travel.
- Deferment or excused absence from Jury Service can only be granted by the court pursuant to the procedure outlined in the Jury Summons Notice.
- Make-up time may be required to meet the educational objectives and certification requirements of the training program and/or the American Specialty Board.

Section 25
Uniform and Uniform Laundering

Three (3) sets of embroidered uniforms (lab coats) shall be provided to each House Staff Officer at the time of their initial appointment. Embroidery includes the House Officer's name and department. Subsequent embroidery is the responsibility of the House Officer. The lab coats will be laundered by UCSD Health System at no charge to the House Officer. Upon request, one (1) new embroidered lab coat may be provided each year by the UCSD Health System as a replacement for uniforms that deteriorate through normal wear and tear.

House Staff shall have access to three (3) sets of scrubs in accordance with UCSD Health System procedures.

House Staff in the below listed departments shall have access to a total of five (5) sets of scrubs in accordance with UCSD Health System procedures.

- Anesthesiology
- Emergency Medicine
- Ophthalmology
- Orthopaedic Surgery
- Reproductive Medicine
- Surgery (General)
 - Cardiothoracic Surgery
 - Neurological Surgery
 - Otolaryngology
 - Plastic Surgery
 - Urology

All scrubs may be laundered by the UCSD Health System at no charge to the House Staff.

Section 26
Travel

26.1 The University shall reimburse House Officers for authorized expenses incurred during required employee-related University business or travel in accordance with the requirements of the appropriate section of the UC Business and Finance Bulletin.

26.2 The University will not reimburse House Officers for travel between their home and the employer assigned Health System location in San Diego County.

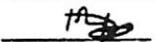
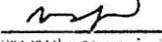
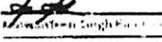
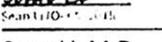
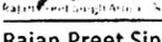
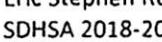
Exhibit A
UCSDH Salary Scale

LEVEL	2018-2019 UNIVERSITY OF CALIFORNIA, OFFICE OF THE PRESIDENT RECOMMENDED HOUSE STAFF SALARY SCALE
PGY I	\$ 57,233.00
PGY II	\$ 59,130.00
PGY III	\$ 61,453.00
PGY IV	\$ 63,879.00
PGY V	\$ 66,493.00
PGY VI	\$ 68,964.00
PGY VII	\$ 71,257.00
PGY VIII	\$ 75,008.00

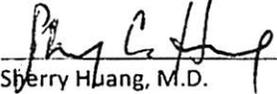
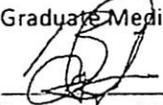
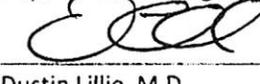
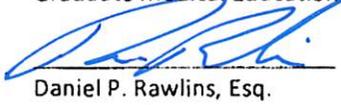
EXECUTION OF AGREEMENT

The foregoing Agreement between the San Diego House Staff Association, a California Non-Profit Corporation and the University of California, San Diego, having been duly approved by both parties, is hereby executed by the undersigned authorized representatives of each party.

**SAN DIEGO HOUSE STAFF ASSOCIATION, a
California Non-Profit Corporation**

 Felix Krainski, M.D. SDHSA Contract Negotiating Committee and 2018-2019 Co-President	Oct 5, 2018 Date
 John Pang, M.D. SDHSA Contract Negotiating Committee and 2018-2019 Co-President	Oct 5, 2018 Date
 Unwanaobong Nseyo, M.D., MHS SDHSA Contract Negotiating Committee and 2017-2018 President	Oct 5, 2018 Date
 Megan Tresenriter, M.D. SDHSA Contract Negotiating Committee and 2018-2019 Director	Oct 5, 2018 Date
 Kanwardeep Kaleka, M.D., PhD. SDHSA Contract Negotiating Committee and 2018-2019 Director	Oct 5, 2018 Date
 Sean Li, M.D. SDHSA Contract Negotiating Committee and 2018-2019 Director	Oct 5, 2018 Date
 Rajan Preet Singh Arora, M.D. SDHSA 2018-2019 Director	Oct 5, 2018 Date
 Eric Stephen Rupe, M.D. SDHSA 2018-2019 Director	Oct 5, 2018 Date
 Paul J. Mirowski, Esq. Attorney for SDHSA	Oct 5, 2018 Date

UNIVERSITY OF CALIFORNIA, SAN DIEGO

 Sherry Huang, M.D. Associate Dean and HS Clinical Professor of Pediatrics Graduate Medical Education	10/10/2018 Date
 Bryan Clary, M.D. Professor and Chair Department of Surgery	Oct 10, 2018 Date
 Dustin Lillie, M.D. HS Clinical Professor of Family Medicine and Program Director	10/10/18 Date
 Cindy Slaughter Director Graduate Medical Education	10/11/18 Date
 Daniel P. Rawlins, Esq. Director of Labor Relations	10/11/18 Date