

CIR-SEIU and UCLA

Olive View Agreement

February 16, 2023 to June 30, 2025

CIR-SEIU and UCLA (Olive View)

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ARTICLE 1
ACCESS

A. GENERAL PROVISIONS

1. The parties acknowledge that the Union shall be granted access to Olive View-UCLA facilities for the purpose of conducting union business pursuant to HEERA (Higher Education Employee Employer Relations Act) during time when Residents are not engaged in clinical duties. Such access must occur in non-restricted patient care areas in accordance with local procedures.
2. The University retains the right to enforce access rules and regulations in accordance with local procedures.

B. ACCESS BY THE UNION/UNION REPRESENTATIVES

1. Designated union representatives who are not University employees, or who are not employed at Olive View-UCLA, shall have access to patient care areas only as necessary to travel to and from business in those places. Union representatives may not contact Residents in, linger in, or use patient care areas for the purpose of conducting union business. Designated union representatives may visit the facility at reasonable times to conduct union business pursuant to HEERA. When scheduling a meeting or reserving a room, the representative shall provide prior notice to the University in accordance with local procedures.
2. Patient Care Areas include but are not limited to:
 - a. Nursing stations
 - b. Patient or visitor lounges
 - c. Patient conference rooms
 - d. Patient floor and operating room corridors;
 - e. Patient rooms, operating rooms, laboratories, clinics, patient waiting rooms;
 - f. Treatment areas and/or areas where patients receive care
3. Access to Resident Workrooms shall be granted to up to two authorized union representatives. Access to Resident Workrooms at the Olive View Hospital will be granted as follows:
 - a. With advance notice to the Olive View GME Office
 - b. One authorized representative may visit a Resident Workroom
 - c. The authorized representative must have completed an orientation to the location; and
 - d. The authorized representative must have signed the UCLA Nondisclosure Agreement (NDA) to protect personal health information in accordance with UCLA Compliance requirements.
4. Where operational requirements or other restrictions do not permit unlimited access, the University reserves the right to designate the place of the meeting and/or to require a University or local hospital representative to accompany the union representative while in transit through patient care areas.

5. 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 at least twice per calendar year.

6. 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 make timely efforts to provide a local comparable alternative.

ARTICLE 2
ARBITRATION

A. GENERAL PROVISIONS

1. 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 7.A.2. the Resident must first exhaust any complaint or review processes available to them under the UCLA'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:
 - a. UCLAHealthLaborRelations@mednet.ucla.edu
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 calendar days from the date the University receives the appeal to select an arbitrator from the panel of arbitrators found in Appendix .

- C. 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.

- D. By mutual agreement, the parties may select an arbitrator not included in Appendix .

1. 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.
2. 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.
3. 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.

E. 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.

F. 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 on the matter.

G. 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.

H. 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:
 - a. Any period of time during which an extension of time limits has been granted by the employer at the request of the Union; or
 - a. 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
 - a. 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).

I. 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.
- 4.

**ARTICLE 3
CHILDCARE**

- A. The University will provide a Flexible Spending Account (FSA) for Dependent Care Expenses for Residents.

- B. The University shall ensure that residents are able to participate in the University's family care resource, Bright Horizons, pursuant to the University's membership requirements.

ARTICLE 4
DURATION

The terms and conditions of this Agreement shall remain in full force and effect commencing February 16, 2023, 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 5
EDUCATIONAL FUND

- A. In recognition of education objectives incurred for event for equipment that are not required but may further the Resident's professional development, each Resident will receive \$1,200.00, paid as wages and subject to all withholdings, in the September paycheck (issued on or about October 1) of each academic year:
1. Residents whose appointment/subsequent Postgraduate Year begins after the month of July will receive their payment no later than the first full pay period following sixty (60) days after the first day of their appointment/Postgraduate Year progression.
- B. The educational funds provided above are intended for the purchase of activities/items including, but not limited to:
1. Attendance at conference(s) for which attendance is not required by the University and in accordance with Article 33 - Travel
 2. Textbooks and journals
 3. Exam review materials/courses
 4. Board fees
 5. Medical equipment
 6. Professional association membership/fees
 7. Computer equipment and/or software
 8. Other activities/items reasonably related to the Resident's education, training, and/or professional development.
- C. Residents are not eligible for additional compensation or reimbursement for items purchased or travel undertaken that are not required by the University, except as provided for in Article 33 – Travel.
- D. Residents with unused Education Fund balances as of the date of ratification, will receive a one-time payout of those funds in the first full pay period following sixty (60) days after ratification.

ARTICLE 6
EMPLOYEE LIST & ORIENTATION

A. EMPLOYEE LISTS

1. The University shall provide the Union with an electronic list of incoming residents by May 15 each year and a list of residents who have completed a residency training or fellowship program each academic year on or before July 15. The aforementioned lists shall include, if available, names, personal email address, phone number, UCLA email address, department and postgraduate year.
 - a. The aforementioned July 15 list will only be provided until such time as the Roster data file described below is available to the Union and thereafter upon request of the Union.
2. On a monthly basis, the University will make available to the Union a Roster data file containing all Residents in the M4 bargaining unit. This data file will be accessed by the Union via the University of California's GoAnywhere platform. The data file will contain the following information: bargaining unit, employee preferred/lived name, employee ID, title code, title name, department, work email, annualized pay rate, and appointment percentage. Records available in the system for Residents' home address, home phone number, personal email address, and personal cell number will also be provided in the Roster data file.
3. A complete list of employees in the bargaining unit including, if available, names, personal email address, phone number, UCLA email address, department and postgraduate year shall be provided to the Union by November 15 and March 15 of each year until such time as the aforementioned Roster data file is available to the Union.

B. ORIENTATION

1. During GME General 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. When New Resident Orientations occur in-person and on-site at Olive View, 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. If conducted digitally, the University will endeavor to provide an equivalent form of access.
2. During Departmental orientation(s) that occur prior to the scheduled GME General Orientations, the union shall be granted ten (10) minutes to give a presentation on the union as described in Section B.1. This includes:
 - a. Departmental Orientation for Interns that occurs prior to the scheduled GME General Orientation(s) for Interns;

- b. Departmental Orientation for PGY 2 or above that occurs prior to the scheduled GME General Orientation(s) for PGY 2 or above.
3. The union shall be granted thirty (30) minutes with new Residents who were not scheduled or did not attend the GME General Orientations or Departmental Orientations. A list shall be provided to the union by August 1 of Residents who were not scheduled to attend the general orientations and shall include the name and available contact information, including personal email address, phone number, department and postgraduate year.

ARTICLE 7
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 UCLA 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 UCLA 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 UCLA 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

1. 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 any one (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

1. Grievances must be filed via email addressed to the University's official email address for this purpose, which is UCLAHealthLaborRelations@mednet.ucla.edu. 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 UCLA Labor Relations Office. The UCLA 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 UCLA 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 UCLA 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 Location's] designee shall schedule and convene a meeting to discuss the grievance.
 - b. [UC Location's] 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 UCLA's 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

1. 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.

ARTICLE 8
HEALTH BENEFITS

A. GENERAL PROVISIONS

1. Eligible Residents shall participate in the benefits programs as described below.
2. Residents and eligible members of their 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.
3. 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.

B. 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. Resident's share of costs for healthcare co-pays are to be paid by new incoming Residents beginning July 1, 2020 or the date of ratification, whichever is later. Costs for plans to which the University does not contribute are the responsibility of the Resident.
3. For Residents with an active appointment before July 1, 2020 who is reappointed, the Resident's share of costs for healthcare co-pays are to be paid by the Resident beginning July 1, 2021. Costs for plans to which the University does not contribute are the responsibility of the Resident.
4. 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 as shown in Appendix.
5. 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.
6. Beginning July 1, 2020 or the date of ratification, whichever is later, the UC Medical PPO Plan does not cover infertility treatments, including any services or supplies furnished in connection with the diagnosis and treatment of *infertility*, including, but not limited to, diagnostic tests, medication, surgery, artificial insemination, in vitro fertilization, sterilization reversal, and gamete intrafallopian transfer.

7. The University will offer a Flexible Spending Account (FSA) for qualified medical expenses by January 1, 2021.

C. LIFE, ACCIDENT, DISABILITY INSURANCE

1. Coverage for a Resident for life, accident and disability insurance are paid by UCLA and cover the Resident during the course of employment.
- D. 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 with the Union. Nothing in this Article shall be interpreted as precluding the University from moving forward with implementing changes in a manner consistent with the terms of this Agreement.

ARTICLE 9
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 the major 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. In the event a Resident is scheduled to work on two (2) or three (3) of the Holidays identified above, they may use their flex day(s) in advance of the Holiday for religious observances, subject to the approval of the Program Director or their designee.

ARTICLE 10
HOUSING ALLOWANCE

Effective upon ratification, the housing stipend shall be eliminated from this Agreement and shall no longer be provided as a separate stipend payment.

Effective upon ratification, the Parties have agreed to the elimination of the housing allowance now and into the future, and have provided increases to the salary scale defined in Article 27 that are commensurate with the housing allowance in place on June 30, 2022. It is the intention of the Parties that no future housing stipend will be provided in light of the increases incorporated herein.

ARTICLE 11
LABOR MANAGEMENT MEETINGS

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 less than three (3) representatives of each party. The Union and the University agree to hold labor-management meetings quarterly. These meetings will occur at a mutually acceptable time, date and place at Olive View-UCLA 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. At least seven calendar days in advance of the scheduled meeting, the Union shall provide a proposed agenda.

ARTICLE 12
LEAVES OF ABSENCE

A. GENERAL PROVISIONS

1. In accordance with the provisions of this Article, leaves of absence, with or without pay, may be approved by the University. If applicable ACGME rules or state or federal law requires the University to offer any leave in a manner that would be more generous to Residents than is currently provided in this Article, the University will comply with the law or ACGME rules.
2. Residents are responsible to make up any missed training time as determined by accreditation or Board standards as determined by the Program Director. Any additional training time shall be completed after the end of the academic year.
3. Unless otherwise noted in this Article, leaves are unpaid. However, Residents may be required or allowed to use their accumulated sick leave or vacation leave to cover all or part of the leave time, as described in this Article and in the respective Articles found in this Agreement.

B. PREGNANCY/CHILDBEARING DISABILITY LEAVE

1. A Resident who is disabled from working because of pregnancy, childbirth or related medical conditions shall be granted upon request, a leave of absence for up to four (4) months during the period of disability for Pregnancy Disability Leave (PDL). PDL may also be used for prenatal care. For a Resident requesting PDL under state Pregnancy Disability Leave Law (PDLL), no tenure or hours eligibility requirements apply, such as minimum hours worked or length of service.
2. For a Resident who is disabled due to pregnancy, childbirth, or other related medical conditions, the University shall continue its contribution for the Resident's health insurance benefits for the length of such disability, up to four (4) months.
3. A Resident must exhaust their accumulated sick leave prior to taking leave without pay. If their sick leave is exhausted, the Resident may elect to use accumulated vacation leave prior to taking leave without pay.
4. If a Resident on an approved PDL is also eligible for leave under the federal Family and Medical Leave Act (FMLA), up to twelve (12) workweeks of PDL shall run concurrently with Family and Medical Leave (FML) under federal law.
5. Upon termination of PDL that runs concurrently with FMLA, an eligible Resident is also entitled to up to twelve (12) workweeks of leave under the California Family Rights Act (CFRA). The total amount of leave taken for pregnancy disability and child bonding leave under a combination of PDLL, FMLA, CFRA and any other paid leaves to which the Resident may be entitled shall not exceed seven (7) months in a calendar year.

6. As an alternative to or in addition to PDL, the University may temporarily modify the job duties of a pregnant Resident or transfer the Resident to a less strenuous or hazardous position, if requested by the Resident and medically advisable according to the Resident'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 Resident's entitlement of up to four (4) months of PDL. At the conclusion of PDL (or earlier upon the Resident's request if that request is consistent with the advice of the Resident's health care provider), the Resident will be returned to their same or comparable position. Accommodations due to pregnancy, childbirth, or related medical condition will be processed in accordance with local University disability accommodations procedures and in keeping with applicable law.
7. When a Resident requests a reasonable accommodation, transfer, or leave due to pregnancy, childbirth, or related medical condition, the University may, at its discretion, require that the Resident's request be supported by written medical certification issued by the Resident's health care provider.
8. Failure to provide certification for reasonable accommodation, transfer, or leave within the requested time period or as soon as reasonably possible under the circumstances may result in delay of the leave until the required certification is provided.
9. The University may, at its discretion, require that a Resident returning to work immediately following PDL provide a written medical release from the Resident's health care provider prior to returning to work.

C. FAMILY AND MEDICAL LEAVE

1. Reasons for Leave

- a. Pursuant to the FMLA, CFRA, and PDL laws, an eligible Resident will be granted up to twelve (12) weeks of unpaid leave in a calendar year. Family Medical Leave (FML) will be granted to an eligible Resident for the following reasons:
 - i. The Resident's own serious health condition;
 - ii. The serious health condition of the Resident's family member (including the Resident's child, spouse, same or opposite sex domestic partner, parent, parent-in-law, grandchild, grandparent, or sibling);
 - iii. The Resident's pregnancy-related disability (PDL);
 - iv. To bond with a Resident's newborn, adopted, or foster care child;

- v. Military Caregiver Leave; or
 - vi. Qualifying Exigency Leave.
- b. Leave granted for bonding purposes shall be concluded within 12 months following the child's birth or placement for adoption or foster care.

2. Definitions

- a. Child means a biological child, adopted child, foster child, stepchild, legal ward, or child for whom the Resident stands in *loco parentis*, provided for FML purposes, that the child is either under 18 years of age or incapable of self-care because of a mental or physical disability. The Resident stands in *loco parentis* to a child if the Resident has day-to-day responsibilities to care for or financially support the child. "Child" in this Article refers to one or more children born or placed in a single birth, adoption, or foster event. For example, a Resident who gives birth to twins is considered a single event for the purposes of PDLL, FMLA, CFRA, and any other paid leaves to which the Resident may be entitled.
- b. Parent means a biological parent, foster parent, adoptive parent, stepparent, parent-in-law (for CFRA purposes), legal guardian, or individual who stood in *loco parentis* to the Resident when the Resident was a child. A person who stood in *loco parentis* to the Resident when the Resident was a child if the person had day-to-day responsibilities to care for or financially support the Resident. Parent does not include the Resident's grandparents or mother-in-law or father-in-law unless they stood in *loco parentis* to the Resident when the Resident was a child.
- c. Parent-in-law means the parent of the Resident's spouse or domestic partner.
- d. Spouse means a partner in marriage.
- e. Domestic partner means an individual designated as a Resident's domestic partner under one of the following methods: (i) registration of the partnership with the State of California; (ii) the establishment of a same-sex legal union, other than marriage, formed in another jurisdiction that is substantially equivalent to a State of California-registered domestic partnership; or (iii) filing of a Declaration of Domestic Partnership form with the University. If an individual has not been designated as a Resident's domestic partner by any of the foregoing methods, the following criteria are applicable in defining domestic partner: each individual is the other's sole domestic partner in a long-term, committed relationship with the intention to remain so indefinitely; neither individual is legally married, a partner in another domestic partnership, or related by blood to a degree of closeness that would prohibit legal marriage in the State of California; each individual is 18 years of age or older and capable of consenting to the

relationship; the individuals share a common residence; and the individuals are financially interdependent.

- f. Grandparent means the parent of the Resident's parent.
- g. Grandchild means the child of a Resident's child.
- h. Sibling means a person related to the Resident by blood, adoption, or by having a common legal or biological parent.
- i. Serious Health Condition is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - i. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits that person to the facility with the expectation that they will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - ii. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery it requires.
 - iii. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider, as defined below.
- j. A Health Care Provider is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to treatment of the spine to correct a subluxation as demonstrated by x-ray to exist), physician assistant, nurse practitioner, nurse midwife, or clinical social worker performing within the scope of their practice as defined under State law; Christian Science practitioner; or any health care provider that the Resident's health plan carrier recognized for purposes of payment.

3. Eligibility

- a. Residents who have at least twelve (12) months of University service (service need not be continuous) and at least 1,250 hours of actual hours worked in the twelve (12) months immediately preceding the commencement date of the leave are eligible for FML under the Family Medical Leave Act (FMLA) and California Family Rights Act

(CFRA). If the Resident is taking FML as Pregnancy Disability Leave, the foregoing eligibility requirements do not apply.

- b. The 1,250 hours of actual work means time actually spent at work and does not include any paid time off, such as vacation, sick leave, or holidays not worked. However, for Residents granted military leave, all hours that would have been worked had the Resident not been ordered to military duty shall be used to calculate the 1,250 actual hours of work requirement.

4. Benefits Continuation

- a. During an approved leave, the University shall continue its Employer contribution for the Resident's health insurance coverage benefits as required under the state and federal law.

5. Notice and Certification

- a. The Resident shall give the University notice at least thirty (30) calendar days in advance of the leave's anticipated start date if the need for leave is foreseeable. If the need for leave is not foreseeable, the Resident shall give the University notice as soon as practicable.
- b. Requests for FML must be made in accordance with the [UC Location's] established procedures.
- c. As permitted by law, the University may require that the Resident's request for FML be supported by a written certification by the Resident's healthcare provider (when for the Resident's serious health condition) or the family member's healthcare provider (when for the family member's serious health condition). Failure to provide a required certification may result in delay of the leave until the required certification is received.

6. Use of Paid Leave During FML

- a. FML is unpaid unless the Resident uses accumulated paid leave during FML as provided in this Section. All time taken off as FML, whether the Resident is using accumulated paid leave or taking unpaid leave, shall be deducted from the Resident's FML entitlement.
- b. A Resident on FML for their own serious health condition shall use accumulated sick leave in accordance with the University's disability plan. Residents not eligible for University disability benefits and who are not on leave due to a work-incurred injury or illness shall use all accumulated sick leave and accumulated vacation leave prior to taking FML without pay.

- c. A Resident on FML to care for a family member with a serious health condition or on FML for Military Caregiver Leave must use their accumulated sick leave and accumulated vacation leave prior to taking FML without pay.
- d. A Resident on FML for parental bonding leave must exhaust their Paid Parental Leave (see Article XX), and accumulated vacation leave prior to taking FML without pay.
- e. A Resident on FML for Qualifying Exigency Leave may use accumulated vacation time prior to taking FML without pay.

7. Duration of Leave

- a. FML shall not exceed twelve (12) workweeks in any calendar year except in the following instances: (i) when it is used for PDL, the Resident shall be eligible for leave for the period of actual disability up to four (4) months per pregnancy; (ii) when it is used for pregnancy disability and parental bonding, the Resident shall be eligible for up to four (4) months per pregnancy plus up to twelve (12) workweeks; (iii) when it is used for Military Caregiver Leave, the Resident shall be eligible for up to 26 workweeks of leave in a single 12-month leave period; and (4) when it is used in situations where the Resident's FML does not run concurrently under the FMLA and CFRA.

8. FML Related to a Family Member's Military Service

- a. Eligible employees are entitled to FMLA leave for purposes related to a covered family member's military service as required under the applicable state and federal law.

D. LEAVE FOR RESIDENT'S OWN MILITARY SERVICE

- 1. A Resident granted temporary Military Leave for active duty training or extended military leave is entitled to receive their regular University pay at the appropriate PGY level for the first thirty (30) calendar days of such leave in any one (1) fiscal year, provided that the Resident 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.
- 2. A Resident granted Military Leave with pay shall receive all benefits related to employment that are granted when a Resident is on pay status.

E. PERSONAL LEAVE OF ABSENCE

1. A Resident may be granted a Personal Leave of Absence Without Pay at the sole, non-grievable discretion of the University.

F. JURY DUTY

1. A Resident who is summoned and required to serve on jury duty shall be granted leave with pay for the time spent on jury service and in related travel, not to exceed the number of hours in the Resident's normal workday and the Resident's normal workweek. The Program Director and/or department must be notified as soon as a jury summons is received.
2. Deferment or excused absence from jury service can only be granted by the court pursuant to the procedure outlined in the jury summons Notice.

G. ADMINISTRATIVE AND INVESTIGATORY LEAVE

1. Administrative Leave and Investigatory Leave are not intended to replace any other leave to which a Resident may be entitled under State or Federal Law or other leaves provided in this Agreement. Administrative Leave and Investigatory Leave must be confirmed in writing to the Resident and must be paid.
2. Investigatory Leave may be used to permit the University to review or investigate allegations of wrongdoing, which may warrant removing the Resident from the work site.
3. Administrative Leave may be used for situations that require that the Resident be removed from the work site that are not investigatory in nature.

ARTICLE 13
LIABILITY INSURANCE & MALPRACTICE INSURANCE

- A. The University is obligated by the California Tort Claims Act (Government Code section 825) to defend Residents against any liability or malpractice claim arising out of the Resident's acts or omissions within the scope of University duties. Professional liability insurance coverage is maintained to meet such obligation. Exceptions to such coverage are acts or omissions in the course of activities not within the scope of the Resident's University duties and acts or omissions resulting from actual fraud, corruption, malice, or criminal negligence. Residents contacted by attorneys or others regarding malpractice suits are asked to immediately notify the Medical Center Risk Management Department who will advise on how to respond or coordinate the response on their behalf.

- B. The University shall include residents under the University's self-insurance program with limits of up to \$5 million per occurrence for the liability of the resident while acting in the performance of his/her duties or in the course and scope of his/her assignment. Claims made after termination of training will be covered if based on acts or omissions of the resident within the course and scope of her/her assignments during training. Liability coverage will be provided for the Resident on rotations outside UCLA Healthcare System provided such rotation or activity has been approved or mandated by the program. Liability coverage is not provided by the University with respect to a Resident's acts or omissions outside the course and scope of the Resident's employment and assigned Program duties.

ARTICLE 14
LICENSE REIMBURSEMENT AND REQUIRED TRAINING

A. The University shall pay for all required BLS, ACLS, ATLS, PALS, NRP, and any other life support certification courses required by the University while the Resident is actively employed at UCLA.

B. REIMBURSEMENT

To be eligible for license reimbursement, the Resident must be appointed in the academic year in which the license is sought and maintain an active appointment on the date the payment was made to the Medical Board of California, Osteopathic Medical Board of California, or Federation of State Medical Boards. Only licenses required by the Resident's University training program are eligible for reimbursement.

C. ELIGIBILITY FOR SPECIFIC REIMBURSEMENT

1. New License: To be eligible for reimbursement for a new license, including application and processing fees, the issue date of the license must be within the academic year in which reimbursement is sought.
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.
3. Only those fees paid directly to the Medical Board of California, Osteopathic Medical Board of California, for licensure are reimbursable. Other expenses incurred, including, but not limited to, those for notary services, LiveScan fingerprinting, photography and transcripts, are not eligible for reimbursement.
4. Newly hired Residents who obtain a new license for their upcoming training program and who have not been reimbursed by another institution are eligible for reimbursement as described in this Article.
 - a. All requests for reimbursement for license fees for newly hired Residents must be submitted no later than thirty (30) calendar days following the issuance of the license or within thirty (30) calendar days from the start of the program year, whichever occurs later.

D. USMLE STEP III/COMLEX PART III

1. To be eligible for reimbursement for USMLE Step III or COMLEX Part 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 Federation of State Medical Boards for Step III.

E. **REIMBURSEMENT PROCESS**

1. Documentation of costs incurred for a new or renewed License, USMLE Step III exam, and/or COMLEX Part III exam must be submitted within thirty (30) calendar days of the incurred expense.
 2. In no event shall any reimbursement be provided after separation from employment.
 3. For the purpose of this Article, an academic year begins on July 1 and ends on June 30.
 4. Reimbursements cannot be accrued or deferred to a following academic year.
- F. Additional trainings, exams, and licenses currently required by the University will be reimbursed or paid for by the University.

ARTICLE 15
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;

ARTICLE 16
MEALS

- A. Residents will retain their meal allowance for use at the Olive View cafeteria. In the event that Olive View proposes to change the on-site meal allowance, the University agrees to notice the union and will meet to bargain the effects of the proposed changes.

- B. While on rotation to UCLA Ronald Reagan and Santa Monica Hospitals Residents shall receive a meal allowance of \$50 per week, not to exceed \$25/day.

ARTICLE 17
MOONLIGHTING

Each training program must have a moonlighting policy, which specifies that whether or not trainees in that program are allowed to moonlight. Individual programs may prohibit moonlighting by residents or fellows in their program, as per ACGME requirements. A Resident with a valid California medical license or postgraduate training license, who is also in good standing with the program, must obtain written permission from their program director to moonlight. The 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 Guidelines for Moonlighting.

Moonlighting is not intended to be a substitute for adequate staffing.

ARTICLE 18

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
 - a. 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.
 - b. “Pregnancy” includes pregnancy, childbirth, and medical conditions related to pregnancy, and childbirth.
 - c. “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.
 - d. “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

1. 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

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

ARTICLE 19
PAGERS

Each Resident will be provided a pager at no charge. Residents shall return the pager upon separation from employment with the University or when otherwise directed. If the pager is lost or damaged, the Resident is responsible for any associated costs for repair and/or replacement; the resident shall not be responsible for costs associated with normal wear and tear.

In the event that the University seeks to replace or supplement pagers with alternate means of electronic or digital communication, the University shall supply the necessary equipment.

ARTICLE 20
PAID PARENTAL LEAVE & CAREGIVER AND MEDICAL LEAVE

A. GENERAL PROVISIONS

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 12 – 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, non-grievable 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 12 – 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. Further definitions of each type of family member are found in Article 15 – Leaves of Absence, Section C.2.a – 2.h.
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 21
PARKING

The University shall provide Residents with parking at its facilities to the same extent as provided for other non-represented University non-management employees, including daily, weekly or monthly rates.

The University will endeavor to provide parking spaces in close proximity to UCLA Ronald Reagan Medical Center for Residents on rotation to that site.

The University shall provide notice to the Union of any proposed parking fee increases and upon request, will meet and discuss with the Union regarding said increases.

ARTICLE 22
PAYROLL DEDUCTIONS

A. UNION PAYROLL DEDUCTION

1. Dues Deduction

- a. The University shall make payroll deductions upon notice from the Union that a Resident has authorized payroll deduction. The University shall make the payroll deduction in the amount indicated by the Union and remit that amount to the Union. The Union notification of payroll deduction, authorization, and/or stoppage is based on the list of names and amounts provided by the Union described in Section B below. Authorizations for Union dues deductions shall be made on a form provided by the Union. Individual requests to cancel payroll deduction shall be directed to CIR-SEIU. The authorization for payroll deduction shall remain in full force and effect until the Union informs the University to stop payroll deductions in conformance with Section B, below.

2. Check Processing

- a. The University further agrees to send a check or ACH Payment to the Union for all union dues and/or agency shop fee deductions which have been requested by employees or is required for employees covered by this Agreement. The cost of processing the check shall be ten dollars (\$10.00). In addition, the University will charge the Union seven cents (\$.07) for each dues deduction made from a paycheck.

3. Indemnification

- a. The amount of dues deducted from a Resident's paycheck will be calculated by the University on the basis of information provided by the Union concerning its dues structure. The Union agrees to reimburse the University for costs actually incurred by the University as a result of changes made by the Union in the structure or method of calculation of the Union's dues during the terms of this Agreement. The Union agrees to hold the University harmless from liability, financial or otherwise, for any errors in withholding or transmitting dues except for liability to the Union for monies actually withheld, but not transmitted. The Union further agrees to refund the University any overpayment of money made to the Union pursuant to this Article through error or oversight on the part of the University. Reasonable costs shall include reasonable fees and costs associated with defending the claim and, when necessary, retaining separate and independent outside counsel, including but not limited to separate outside counsel's attorney's fees and costs.

4. Political Action Contribution

- a. Dues paying members in the bargaining unit are eligible to participate in the voluntary political action contribution program. This deduction is an on-going deduction, not a one- time deduction. The Union will notify the University when a dues paying member volunteers to participate in the program by including them in the list of names for dues deduction. The authorization for participation is between the Union and the member. The University will refer members to the Union for questions regarding this voluntary deduction. The Union shall be responsible for any reasonable initial and ongoing costs associated with setting up and maintaining this additional check off payroll deduction.

B. ELECTRONIC TRANSMISSION OF DEDUCTION INFORMATION

1. Certification and Maintenance of Deduction Information

- a. The Union will certify to the University to begin deductions, or stop deductions, and the amount of deductions, for bargaining unit employees.
- b. The Union will deliver an electronic file in Excel (.xls) format to the University. The University will make payroll deductions in conformance with the list by the next payroll period provided the list is received by the Friday before the end of the prior pay period.
- c. The Union will solely maintain the deduction authorization, signed by the employee from whose wages the deduction is to be made. The Union shall not be required to provide a copy of the member's authorization to the University as the arrangement is between the Union and the member. Employees will be directed to the Union should there be any questions from employees.
- d. The Union list to be submitted shall include but not be limited to the following:
 - i. Location Code
 - ii. Location Name (Campus or Medical)
 - iii. Bargaining unit
 - iv. Employee Identification Number
 - v. Employee Name (Last, First)
 - vi. Action Code (A = Add; C=Change; S=Stop)
 - vii. Deduction Amount Dues
 - viii. Deduction Amount Drive

C. CORRECTION OF ERRORS

1. If the University fails to make appropriate authorized payroll deductions, the University shall

correct the deduction amounts by deducting the correct amount from the employee's next scheduled pay date following (30) calendar days from the Union notice of failure to take appropriate union payroll deduction.

2. If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions from the affected employee(s) subsequent earnings to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions from the employee(s)'s subsequent earnings shall not exceed two times the normal dues amount in any given pay period. If more than two months of back dues are owed by any Resident, the University will contact the Union prior to making supplementary dues deductions.
3. If the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the employees in a timely manner.
4. The University and the Union acknowledge that dues are the responsibility of the members to pay.
5. If the Union raises the dues deductions withholding error within sixty (60) calendar day of when the dues deduction should have been made, the following shall occur:
 - a. In accordance with C.2 above, the Resident shall be charged the back dues owed to the union;
 - b. If the Resident is no longer in the bargaining unit, the University may be required to make the Union whole for back dues related to University errors in not withholding dues.
 - c. From the time the Union notifies the University in writing of any such errors, of if the University becomes aware of such errors, the University shall have sixty (60) calendar days to make the corrections.
 - d. If there is not agreement on the correction or the costs, the Union may grieve the matter only as a Union grievance.

ARTICLE 23
PROGRAM CLOSURE

- A. In the event of a program termination, closure or transfer, or reduction in size of a residency program, whether temporary or permanent, UCLA will follow the ACGME guidelines and assist in placing affected Residents in other accredited residency programs. In such event, UCLA shall continue to pay the salaries of displaced Residents for the remainder of the residency year or until Residents are placed in other salaried and accredited residency programs at another facility. UCLA shall give priority to displaced residents for available positions.

- B. Should there be a program curtailment, UCLA will comply with the ACGME Withdrawal of Accreditation Policy.

**ARTICLE 24
RECOGNITION**

A. 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 Olive View - UCLA Residents (including Interns and Fellows as shown in the chart below) for matters within the scope of representation of the bargaining unit certified by the Public Employment Relations Board in Case SF-RR-1005-H that shall include:

1. Medical Residents, including Interns and Fellows, (hereinafter “Resident(s)”) employed at Olive View-UCLA in the following title codes and titles:

Title Code	Title
2743 (formerly 2708)	Resident Physician I/Intern
2744 (formerly 2724)	Resident Physician II - VIII
2745 (formerly 2725)	Chief Resident Physician
2746 (formerly 2726)	Resident Physician Subspecialty IV-VIII/Fellow
2747 (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 Olive View-UCLA;
- c. Chief Residents who are not appropriately in Title Code 2725 (extra-year Chiefs) and Clinical Instructors not employed in the aforementioned title codes;
- d. All other employees.

ARTICLE 25
RELEASE TIME

A. NEW RESIDENT ORIENTATION

Upon advance request of no less than thirty (30) calendar days, or within fourteen (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 Article 6.

B. CIR NATIONAL CONVENTION

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

C. CIR EXECUTIVE COMMITTEE

Upon advance request of not 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.

D. All requests for release time shall be subject to operational need and shall not be unreasonably denied.

ARTICLE 26
RELOCATION

- A. Newly appointed Residents shall receive up to \$2750 in reimbursement for expenses incurred for new Residents, in academic year 2020 and each year thereafter subject to the University's Travel and Relocation Policy.

- B. Relocation reimbursements as described above shall be paid within 60 calendar days of the submission of all required documentation.

ARTICLE 27
RESIDENT WELLBEING

- A. Resident Wellbeing shall be a standing item on the agenda of each Labor-Management meeting.
- B. Two residents shall be members of the -UCLA committee on Resident Wellbeing s-to serve as an advisory body to the Associate Dean of GME or designee, on wellbeing policies, initiatives and burnout prevention.
- C. The Medical Staff Health Program assists physicians who may be potentially impaired or compromised, pursuant to the Medical Staff policies. The UCLA Policy will be provided at new Resident orientation.
- D. The University acknowledges its obligation to allow Residents to attend medical, mental health, and dental care appointments, including those scheduled during Residents' working hours.

ARTICLE 28
RETIREMENT BENEFITS

- A. Residents, as Safe Harbor participants, contribute 7.5% of gross salary to the University of California Defined Contribution Plan (DC Plan) in lieu of Social Security taxes and are not eligible for membership in the University of California Retirement Plan (UCRP) or for participation in Savings Choice under the Retirement Choice Program.

- B. Residents may elect to make additional voluntary contributions to the plans available in the University of California's Retirement Savings Program (RSP) consistent with the University's retirement plan documents and regulations. The RSP consists of three defined contribution plans: the Tax-Deferred 403(b) Plan, the 457(b) Deferred Compensation Plan, and the DC Plan.

- C. Residents who held UCRP-eligible positions (whether as a member of UCRP or as a Savings Choice Participant) without a break in service immediately prior to Resident appointments retain eligibility to participate in either UCRP, the DC Plan Savings Choice or the DC Plan Supplemental Savings Benefit Participant consistent with UCRP and DC Plan document and regulations.
 - 1. Residents shall contribute to the UCRP, DC Plan Savings Choice or DC Plan Supplemental Savings Benefit (Employee Contributions), and the University shall contribute to the UCRP, DC Plan Savings Choice, or DR Plan Supplemental Savings (University Contributions) as provided for in the plan documents and regulations for each respective plan.

ARTICLE 29
SALARY

A. The appointment of a Resident shall be based on the Resident’s appropriate Postgraduate Year (PGY), which shall be determined as follows:

1. Residents shall be placed at PGY levels commensurate with their completed years of training program requirements.
2. A Resident who, during the term of this Agreement, successfully completes their services for a postgraduate year and is reappointed to serve for an additional postgraduate year, in their particular program shall be advanced to the next higher PGY step in that program.

B. The salary levels for all Residents shall be established as follows:

1. Effective the first day of the first full pay period following sixty (60) calendar days after ratification, salaries shall be increased by 6.0%.
2. Effective the first day of the first full pay period following sixty (60) calendar days after ratification, annual salary as described in Section B.1 above will be increased by \$12,000.00 to account for the elimination of the Housing Stipend per Article 11. This \$12,000.00 salary increase will be added to the salary scale before the six percent (6.0%) increase referenced in Section B.1 of this Article.
3. Effective July 1, 2023, salaries shall be increased by 5.0%.
4. Effective July 1, 2024, salaries shall be increased by 5.0%.
5. A resident who services as Chief Resident will receive an additional stipend of \$50/month during the service period.

PGY	Salary Effective 1/1/2023	Salary Effective 7/1/2023	Salary Effective 7/1/2024
1	\$80,962.00	\$85,010.00	\$89,261.00
2	\$83,224.00	\$87,385.00	\$91,754.00
3	\$85,994.00	\$90,294.00	\$94,809.00
4	\$88,886.00	\$93,330.00	\$97,997.00
5	\$92,004.00	\$96,604.00	\$101,434.00
6	\$94,950.00	\$99,698.00	\$104,683.00
7	\$97,683.00	\$102,567.00	\$107,695.00
8	\$102,156.00	\$107,264.00	\$112,627.00
9	\$102,694.00	\$107,829.00	\$113,220.00

- C. Nothing in this Agreement precludes the University from providing non-base-building stipends and/or awards to Residents. Provision of such payments is at the sole non-grievable discretion of the University.

D. RATIFICATION AND RECOGNITION LUMP SUM

Effective the first full pay period following 60 days after ratification, all Residents shall receive a non-base-building \$3,000.00 lump sum payment. Such payment will be paid as wages and subject to all taxes and other appropriate deductions, excluding Union dues. Eligible Residents must be in the bargaining unit on the date of payout.

ARTICLE 30
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 31
SICK LEAVE

A. SICK LEAVE

1. Residents accrue paid Sick Leave at the rate of twelve (12) days (one 24 hour period) at the beginning of each academic year. Sick Leave which remains unused at the end of an appointment year will carry over to the following appointment year if the Resident is reappointed, to a maximum accrual of twenty four (24) days. In the event the Resident is not reappointed, unused Sick Leave will be forfeited. In addition, vacation leave may be used to extend sick leave with the prior approval by the Program Director.
2. A Resident shall immediately notify the residency Program Director or designee when sick leave is requested. Approval for use of Sick Leave shall not be unreasonably denied. If requested by the Program Director, the Resident shall provide reasonable documentation of illness lasting three (3) or more days.
3. Residents are responsible to make up any unworked time as determined by accreditation or Board standards. Such additional work time shall be completed after the end of the academic year. Whether time is needed to complete training requirements is subject to approval by the Program Director. The decision is not subject to the grievance procedure.

B. BEREAVEMENT LEAVE

1. A Resident is permitted to use up to five (5) days of Sick Leave per academic year when the Resident's absence is required to the death of the Resident's spouse, parent, child, sibling, grandparent, grandchild, and in-law and step relatives of the relationships listed herein. This provision also covers other related persons residing in the Resident's household. In the event the Resident has a personal obligation for someone other than listed, the Resident shall be permitted to use the five (5) sick days per academic year for funeral attendance/bereavement.

ARTICLE 32
TRANSPORTATION

A. FATIGUE MITIGATION TRANSPORTATION

1. In the event a Resident is too fatigued to drive home safely at the end of a shift, or is called into the worksite when assigned to home call less than with eight (8) hours from leaving their last shift, the Resident has the following options:
 - a. Sleep in an available call room until able to drive safely; or
 - b. Utilize a transportation service (app-based) to and/or from the hospital to and/or from their verifiable home address.

B. PROCEDURE

1. The University will approve access to a- a- rideshare service for use in the event the Resident is too fatigued to safely drive at the end of a shift. This option is available for use from any training site to a verifiable home address and return to retrieve their vehicle. Fees are billed and paid through the Department. Tips are not included.
2. If the Resident is assigned to a different location on the next workday, the Resident can use the app-based rideshare service to the work location and then from the work location to retrieve their vehicle. In the event that this occurs more than once per calendar month, prior approval is required from the Program Director.
3. When a Resident is reassigned and travels to a different location during a shift, the University will provide travel reimbursement in accordance with the UCLA travel policy.

**ARTICLE 33
TRAVEL**

A. TRAVEL ON BEHALF OF THE UNIVERSITY

1. UCLA shall reimburse Residents for authorized travel expenses incurred during University-required business or travel in accordance with the provisions of the appropriate section(s) of the UC Business and Finance Bulletin and other systemwide and local travel policies and guidelines.
 - a. Required business or travel may include travel for attendance at conferences, where the Resident is presenting an abstract, publication, or poster as a first author, and other conferences required by the University.
 - b. In addition, Residents are strongly encouraged to request approval to attend a conference as soon as possible. Requests must be submitted no later than thirty (30) calendar days in advance of the conference.
 - c. Requests to attend conferences must be done in accordance with the Program's requirements.
2. The University will not reimburse Residents for travel between home and the Resident's designated work location.
3. The University shall not unreasonably deny conference attendance and/or travel under this section.

B. DISCRETIONARY TRAVEL

1. The University may approve a Resident's request to attend conferences or workshops or other travel that are not required by the University but that may further the Resident's professional development, education, and/or training.
2. In the event the University does not provide paid release time from work to attend approved discretionary travel, the Resident may utilize their vacation time to attend such approved travel. In the event a Resident does not have sufficient vacation time, they may be required to take unpaid leave for approved discretionary travel.
3. The University may agree to fully or partially reimburse, or not reimburse, the Resident for attendance at conferences, workshops, or other events.
4. Determinations about reimbursement under this section are at the sole, non-grievable discretion of the University.

ARTICLE 34
UNIFORMS

A. WHITE COATS

1. Two (2) new long white physician coats in appropriate sizes will be issued to each Resident.

B. SCRUBS

1. A minimum of three (3) clean sets of scrubs shall also be provided at Olive View-UCLA. Hospital-owned scrubs will be provided for the following areas:
 - a. Operating Rooms
 - b. Labor and Delivery
 - c. Interventional Areas
 - d. Inpatient Services
2. In the event the University makes any changes to the current provision of hospital-owned scrubs, it will provide notice to the Union no less than thirty (30) days in advance.

- C. The University agrees to arrange for scrubs, where required at affiliated sites at no cost to the Resident. Temporary access to the scrub machine will be granted at the Westwood and Santa Monica Hospitals to those working on COVID units as part of the pandemic response, with approval from the Westwood Program Director.

ARTICLE 35
VACATION

- A. The University's intention is to provide each Resident with four (4) workweeks of vacation each postgraduate year. In recognition of a variety of scheduling and vacation procedures across UCLA-Olive View Residency Programs, the Parties agree that each Program has the discretion to create and enforce vacation procedures to ensure Residents utilize their full vacation allotment.
1. On July 1 of each year or the first day of employment, each Resident will receive a vacation allotment of four (4) workweeks.
 2. Vacation may be scheduled in full weekly increments or may be requested by the day in accordance with each Program's vacation procedures.
 3. For vacation accounting purposes only, Residents will not be required to use a paid vacation day on Saturdays or Sundays.
- B. Vacation shall be requested by the Resident in accordance with their Program's vacation procedures for approval by the Program Director or designee. To the extent possible, vacations will be granted in accordance with Resident requests and shall not be unreasonably denied.
- C. One (1) day of vacation shall be considered to be a twenty-four (24) hour period beginning at midnight of the calendar day of vacation requested.
- D. Programs' procedures for requesting and assigning vacation schedules must be made available to Residents and be in compliance with each program's requirements.
- E. The Program Director or designee shall arrange coverage for the Resident on vacation.
- F. A Resident shall not be expected to engage in work-related duties during vacation. The Program Director or designee shall ensure that any time-sensitive obligations or opportunities are communicated to Residents with sufficient advance notice so they may complete them prior to taking vacation.
- G. Vacation days shall not supplant or replace any days off which would normally be granted in accordance with ACGME duty hours' requirements and restrictions.
- H. Vacation time does not accrue from postgraduate year to postgraduate year. However, if a Resident does not utilize their full allotment of vacation in a given postgraduate year, the University shall carry over up to a maximum of one additional week. Under no circumstances will unused vacation time be paid out at the end of a Resident's postgraduate year or appointment, or upon separation from employment.
- I. Once approved, the University may not modify or deny the vacation days approved for a Resident without the agreement of the affected Resident.

ARTICLE 36
WAIVER

- 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 for the full and entire understanding of the parties regarding the matters contained herein. The University and 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.
- B. With respect to other matters within the scope of negotiations, but not covered in paragraph 1 above, negotiations may be required during the term of this Agreement but only as provided below.
1. Changes to Policies shall be handled pursuant to **Article XX**, Work Rules.
 2. Where changes would trigger notice to the Union, the University shall provide notice at least thirty (30) calendar days prior to the proposed implementation. The parties shall meet regarding the effect of such changes when the following exist:
 - a. Where such changes would significantly affect the working conditions of bargaining unit employees;
 - b. When the subject matter of the change is within the scope of representation;
 - c. When the Union submits a written request to meet within fifteen (15) calendar days of the date of the University's notice.
 3. Upon reaching agreement, the parties shall execute an Addendum to the Agreement. Absent reaching agreement, the impasse procedures pursuant to HEERA shall apply.

ARTICLE 37
WORK STOPPAGES/NO STRIKES

- A. 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 will be no strikes, work stoppages, sickouts, slowdowns, boycotting, interruption of work, or any other activity which would interfere, directly or indirectly with the operations of the University.
- B. During the term of this Agreement or any extension thereof, the Union on behalf of its officers, agents and unit members, agrees 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, interruption of work, or any other activity which would interfere with the operations of the University.
- C. Any Resident 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.
- 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.