

EFFECTIVE TERM OF CONTRACT: JULY 1, 2022 - JUNE 30, 2025

UCSF & CIR/SEIU

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Article 1: 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 of those employed by the University of California San Francisco (hereinafter, “UCSF”) included within the unit certified by the Public Employment Relations Board in Case No. SF-RR-989-H for matters within the scope of representation as specified in the Higher Education Employer-Employee Relations Act (HEERA), including the following titles and title codes:
- Resident Physician I (Title Code 2709, formerly 2708);
 - Resident Physician II-VIII (Title Code 2723, formerly 2724);
 - Chief Resident (Title Code 2738, formerly 2725);
 - Resident Physician Subspecialty (ACGME Fellows) IV-IX (Title Code 2736, formerly 2726);
 - Other Post MD Trainees (Non-ACGME Fellows) II-IX, (Title Code 2733, formerly 2732); and
 - Post DDS I-VI (Title Code 2757, formerly 2727).

And those in the above titles who rotate to non-UC owned or operated facilities.

Employees excluded from the unit are:

- All managerial, supervisory, and confidential employees;
 - All medical housestaff at UCSF Fresno and East Bay surgery program;
 - All Veterinary, Pharmacy, and Dental Residents;
 - Chief Residents who are not appropriately in title code 2725 and salaried clinical instructors; and
 - All other employees.
- B. For Residents and Fellows on rotation at facilities not owned and operated by the University of California, the University will only be required to meet and confer over matters within the scope of representation subject to the University’s control, or as otherwise required by law.

Article 2: DURATION

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

Article 3: DUES DEDUCTION/POLITICAL ACTION COMMITTEE

PAYROLL DEDUCTIONS

- A. Union Payroll Deduction
1. Dues Deduction
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

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

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

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 days 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 for 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, or 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 4: ACCESS

A. General Provisions

1. The parties acknowledge that it is in their mutual interest that the Union be granted access to University facilities for the purpose of conducting union business pursuant to HEERA during non-work time and 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 rules and regulations promulgated at each university facility. For UCSF Campus/Health system facilities, the Union shall abide by the UCSF's access regulations (Appendix A "Regulations Governing the Use of University Facilities and Access to University Employees by Employee Organizations and their Representatives").
3. Designated union representatives who are not University employees shall agree and sign the UCSF Confidentiality of Patient, Employee, and University Business Information Agreement to ensure that protected health information (PHI) is handled in accordance with federal and state laws and regulations.

B. Access by the Union/Union Representatives

1. Patient Care Areas: Designated union representatives who are not University employees, or who are not employed at the facility visited, shall have access to patient care areas only as necessary for travel to and from business in those places.
2. Union representatives shall not contact Residents or Fellows in, linger in, or use patient care areas for the purpose of conducting union business. Patient care areas include but are not limited to:
 - a. Nursing stations;
 - b. Patient and/or visitor lounges including patient conference rooms, sitting rooms, and solaria;
 - c. Libraries or study areas located within patient care areas;
 - d. Patient floor and operating room area corridors; and
 - e. Patient rooms, operating rooms, laboratories, clinics, and other treatment and patient care areas.
3. Hours and Right to Access: Designated union representatives may visit the facility at reasonable times to conduct union business pursuant to HEERA so long as they are not interfering with the assigned duties and responsibilities of the Residents and Fellows.
4. Unscheduled Visits: In the case of unscheduled visits with bargaining unit members, the Union representative shall give notice upon arrival in accordance with local procedures.

5. Notwithstanding Article 29, in the event concerns arise over the implementation or application of this article, the parties agree to meet and confer over the provisions of this article upon the request of any party.
6. The Union will furnish annually 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 updated in a timely manner and any changes, additions or deletions to the list shall be made in writing to the University.
7. 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 canceled 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 attempt to provide a comparable alternative.
8. Preparation of the Agreement: In consultation with the Union, the University shall prepare the official version of this Agreement. The Union may review a copy of the agreement prior to finalizing the Agreement. The University shall post a copy the final official Agreement on the UCOP Labor Relations website.

Article 5: RESIDENT AND FELLOW LIST & ORIENTATION

- A. The University shall provide the Union with an initial electronic list of known incoming Residents and Fellows on or before May 15 each year, and a final list on or before June 15. The University will also provide the Union a list of Residents and Fellows who have completed residency training or fellowship each academic year on or before August 1 each year. The list shall include names, personal email address, UCSF email address if available, program, and post graduate year.
- B. The Union shall be provided the use of one information table at the resource fair of the Graduate Medical Education (GME) New Resident and Fellow Orientation. During the GME New Resident and Fellow Orientations the Union shall be granted no less than 30 minutes to give a presentation on the Union, the benefits of union membership and the collective bargaining agreement. During the GME New Resident and Fellow Orientations, the Union may speak with Residents and Fellows and may provide the materials including, but not limited to, a copy of the collective bargaining agreement, union membership card, and a list of chapter leaders with contact information.
- C. Residents and Fellows will be paid at their normal rate for all mandatory orientation days.

Article 6: 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 on a quarterly basis upon written request by either party. These meetings will occur at a mutually acceptable time, date and place on the UCSF Medical Center campus to discuss issues related to working conditions, facilities and items related to this agreement. The Union shall contact University Labor Relations to initiate scheduling of the meetings. Any request for a labor-management meeting and the setting of agenda items by either party should be done with enough advance notice to allow for necessary individuals to attend.

Article 7: COMMUNICATION DEVICES

Each Resident and Fellow will be offered a University-issued phone capable of running all applications needed to perform their jobs at no charges. Residents and Fellows shall return the phone upon separation from employment with the University or when otherwise directed. In the event that the Resident or Fellow opts to use their own phone, all University-required security measures must be installed.

Each Resident and Fellow shall continue to be provided with a pager in accordance with University policy as soon as practicable after their date of hire if necessary to perform their duties. All Residents and Fellows shall return the pager when they end employment with the University or when directed to return the pager.

If the University decides to change its policy regarding phone and pagers, it shall provide notice to the Union at least forty-five (45) calendar days prior to implementing the change. At the written request of the Union to UCSF Labor Relations, the University shall meet and discuss the proposed change with the Union, except that if the proposed change has an economic impact on the Residents and Fellows the University shall be obligated to meet and confer over the economic impact of the proposed change.

Article 8: EMPLOYEE SECURITY/HEALTH AND SAFETY

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

- A. Be integrated into the University's infection control program. The literature, seminars, and other educational tools prepared by this program, when appropriate for Residents or Fellows, shall be made available to them. The protocols for blood borne pathogens, developed by the infections control program, shall be given to Residents and Fellows. Residents and Fellows shall be educated on the University's needle-stick protocols and the University shall ensure that proper follow-up and treatment is available to Residents and Fellows.
- B. Be provided with personal protection equipment that consists of masks, gloves, gowns, goggles, access to eye wash stations, and other appropriate equipment as needed shall be available on each patient unit.
- C. Be encouraged to immediately report any unsafe working conditions to their Program Director. No Resident or Fellow shall be disciplined for reporting in good faith any unsafe working condition.

- D. Receive mandatory training on radiation safety and monitoring when working with radiation. Receive mandatory safety training when working with chemotherapy, radioactive agents, experimental drug therapies, or other potentially hazardous materials. Be provided with all health and safety equipment that is determined necessary by the University at University facilities for a particular job.
- E. Be provided reasonable security by the University for themselves and their property in the Residents' and Fellows' areas of work assignment and travel throughout University complexes. When feasible and practical, such security shall include all patient care areas and other University owned or controlled facilities, such as parking. Alleged violations of this sub-article may be grieved up to the Step 2 level but shall not be subject to the arbitration procedure under this Agreement.

Article 9: SEVERABILITY

This Agreement is subject to all applicable Federal or State laws and regulations.

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 10: PROGRAM CLOSURE

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

Article 11: GRIEVANCE PROCEDURE

- A. Definitions and General Provisions
 1. Grievance: A claim by a Resident, a group of Residents, or the Union, that the University has violated a specific provision of the Agreement during the term of this Agreement and/or a claim that a disciplinary action, as defined in subparagraph A.2 below and subject to the limitations set forth in subparagraph 4 below, was not supported by just cause.
 2. For purposes of this Article, "Disciplinary Action" means restriction, suspension, non-renewal, and/ or termination of employment.
 3. Before a grievance related to a Disciplinary Action can be filed under this Article, the Resident must first exhaust any complaint or review processes available to them under the [UC

Location's] Academic Due Process Policy, as may be amended from time to time. Conclusion of that complaint or review process shall initiate the thirty (30) calendar day timeline described below for filing a grievance under this Article. Grievances filed per this provision shall be expedited and filled at Step II (provision E)

4. Decisions or judgments by the University, including Disciplinary Actions, related to all academic or clinical matters, as defined in subparagraph A.5 below, shall not be subject to review under the grievance and arbitration procedure set forth in this Agreement. Such decisions may result in academic and/or administrative actions listed in the [UC Locations] Academic Due Process Policy. Academic and/or Clinical decisions and academic and/or administrative actions shall only be subject to review as provided under the [UC Location's] Academic Due Process Policy, the location policy may not restrict a Resident from having a representative of their choosing (Union or otherwise selected) at the hearing.
5. Academic or clinical matters are those that relate to whether the Resident has developed the practice-based learning and improvement, patient care and procedural skills, systems-based practice related to medical judgement, and medical knowledge competencies that are necessary to function at the current level of training, advance to the next level or training, of be assessed as eligible for graduation and board certification.

B. Representation

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

C. Formal Grievance Elements

1. Grievances must be in PDF or similar image format. Any submission of a grievance will be submitted in writing with the following information:
 - a. a specific description of the dispute/alleged violation as known at the time of submission;
 - b. the name of the Resident(s) associated with the alleged violation;
 - c. a specific listing of the Article(s) and Section(s) of the current Agreement which the Union believes has been violated;
 - d. the date of the alleged violation;
 - e. a description of how the grieving party was adversely affected; and
 - f. the requested remedy.
2. Only one (1) subject matter shall be covered in 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

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

E. Grievance Steps

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

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 12: ARBITRATION

A. General Provisions

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

B. Time Limits

1. The Union must file the appeal in writing within thirty (30) calendar days from the date of issuance of the University's Step II Response, or if no Step II Response issued, within thirty (30) calendar days from when the Step II Response was due. The appeal to arbitration must be submitted to the University's official email address:
2. Failure to submit the appeal within the above time limits will render the grievance ineligible for arbitration and the last preceding University response, if any, will be deemed final.
3. The time limits contained herein may be extended by mutual agreement of the parties in writing.
4. Following the Union's appeal to arbitration, the parties shall meet within thirty (30) calendar days from the date the University receives the appeal to select an arbitrator from the panel of arbitrators found in Appendix _____.
 - a. In the event the parties cannot agree to an arbitrator, the parties shall alternately strike one (1) name from the panel, the first strike being determined by the flip of a coin. The remaining name shall be the arbitrator.
 - b. By mutual agreement, the parties may select an arbitrator not included in Appendix _____.
5. For grievances related to a Disciplinary Action, the arbitration shall be heard by a panel consisting of a designee of the Union, a designated representative of the University, and the impartial arbitrator selected pursuant to subparagraph B.4 above.
6. The scheduling of the arbitration hearing must be accomplished no later than sixty (60) calendar days from the date the arbitrator is selected, However the hearing date may be more than sixty (60) days from the date of the arbitrator's selection.
7. The parties, by written mutual agreement, may agree to waive or modify the process for selecting an arbitrator and/or the time limits as described in this Article on a case- by-case basis.

C. Arbitration Process:

1. The arbitration proceeding shall provide an opportunity for the Union and the University to examine and cross examine witnesses under oath and to submit relevant evidence. Relevant

materials and the names of all witnesses who are to be called shall be identified by the parties prior to the hearing. To the extent possible, witnesses and materials should be identified at least seven (7) calendar days prior to the hearing.

2. When practicable, the University shall inform the Union in writing of its intent to assert the issue of arbitrability prior to selection of the arbitrator. The issue(s) of arbitrability shall be resolved in a hearing prior to and separate from the hearing (if any) about the substantive facts and/or allegations in dispute, except as provided in §C.3., below. In the event an arbitrator, as a result of the arbitrability hearing referenced above, determines a matter to be arbitrable, they shall have no authority to decide the issues pursuant to the facts of the case unless the parties agree otherwise.
 3. If, following the selection of the arbitrator, the University raises for the first time issue(s) of arbitrability, a single hearing on the issue of arbitrability and the substantive facts will be held, unless the parties agree otherwise. If the arbitrator finds the grievance to be not arbitrable, the substantive facts of the case need not be heard and the grievance shall be denied. If the arbitrator finds in favor of arbitrability, the hearing shall proceed to the substantive issue(s) raised.
 4. §C.2 and §C.3 above shall not prevent the parties from agreeing in writing to combine the arbitrability hearing with the hearing on the merits of the case.
 5. The arbitrator may not admit settlement offers as evidence at the arbitration hearing.
 6. Prior to the arbitration, the Union and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible.
 7. Settlement proposals may be offered at any stage prior to or during arbitration.
 8. The arbitration hearing shall be closed to the public, unless the parties otherwise agree in writing.
 9. The arbitrator, following the close of the record of the hearing, shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing. The written decision shall include a brief description of each issue under submission, the position of the parties, the findings of facts, the arbitrator's conclusion(s) as to the violation of the agreement, if any, and, where appropriate, a remedy.
 10. The University and the Union shall split the arbitrator's and any related stenographer fees equally. Expenses for other services or facilities shall be borne by the party requesting such services or facilities unless the parties agree otherwise in advance. In the event the non-requesting party does not agree to share costs for that service or facility, the non-requesting party shall have no rights to the product of those services or facilities.
- D. Scope of Arbitration
1. Unless there is an agreement by both parties to modify the scope of the arbitration, the issues(s) to be heard by the arbitrator shall solely be restricted to the Article(s) filed with the grievance. Issues or allegations which were known or should have been known to the Union

but not introduced by Step II of the Grievance Procedure shall not be introduced by the Union at the arbitration.

2. In the event that the University raises the issue of arbitrability, the parties agree that the question of arbitrability shall be addressed prior to the hearing on the merits (if any) by different arbitrators unless otherwise agreed to by the parties. All arbitrator and stenographer fees associated with a hearing on arbitrability shall be borne equally by the parties. Should an arbitrator determine that the underlying matter is not subject to arbitration under the contract, the substantive facts of the case shall not be heard and the Step II response of the University shall be deemed the final response to the matter.

E. Arbitrator's Authority

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

F. Decision and Remedy

1. If the grievance is sustained in whole or in part, and subject to the limitations set forth in the paragraph below, the remedy shall not exceed restoring to the Resident the pay, benefits, or rights lost as a result of a violation of the Agreement, less any compensation and/or benefits received from any source, including, but not limited to Workers' Compensation and/or unemployment benefits, etc.
2. If a grievance related to a Disciplinary Action is sustained in whole or in part, the Arbitrator shall have no authority to advance a Resident to the next level of training, or attest that a Resident is eligible for graduation or board certification.
3. The decision of the arbitrator shall be final and binding. The decision shall be distributed to the parties within thirty (30) calendar days of the close of the record of the arbitration, unless the arbitrator notifies the parties that the time frame cannot be met.
4. The arbitrator shall have no authority to award time-in-lieu of training or to extend the time limits for program completion.
5. The arbitrator shall have no authority to award back wages or other monetary reimbursement, nor shall the University be liable on a grievance claiming back wages or other monetary reimbursements for:
 - 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

- b. 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 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.by the Union; or
 - c. Any period of time greater than thirty (30) calendar days prior to the date of the initial filing at Step 1 of the grievance procedure.
 6. Upon the request of either the University or the Union, the arbitrator shall retain jurisdiction if there are disputes concerning an award of retroactive pay (and/or benefits).
- G. Release Time and Pay Status
 1. Whenever an arbitration hearing or a meeting convened to resolve the arbitration is scheduled during the regular work time of a Resident who is a grievant, representative, or witness, reasonable release time with pay shall be granted to such Resident(s) involved so long as a written request for release time is received at least 24 hours in advance by the Director of Labor Relations or designee.
 2. When arbitrations or meetings occur outside a Resident's scheduled work time, no release time shall be granted.
 3. Time spent in investigating and preparation for arbitration shall not be on pay status.

Article 13: VACATION

- A. Vacation leave with compensation shall be four (4) workweeks per academic year. Vacation time does not accrue from year to year and must be scheduled and taken in the same academic year the vacation is earned. Under special circumstances, departments may make a discretionary allowance for carry over beyond that year. Vacation leave shall be scheduled by mutual agreement with the program and/or department and given as leave depending upon the mode of scheduling of a given service. Procedures for requesting and assigning vacation schedules must follow policy and be in compliance with each program's ACGME Program Requirements and specialty board requirements, which concern the effect of absence from work, for any reason, on satisfying the criteria for completion of the residency or fellowship program. To the extent possible, vacations will be granted in accordance with Resident requests and shall not be unreasonably denied.
- B. 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.
- C. The Program Director or designee shall arrange coverage for the Resident on vacation.
- D. 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.

- E. Programs will make a good faith effort to end overnight call duty at least 12 hours prior to the start of an approved vacation day.
- F. Once approved, the University may not modify or deny the vacation days approved for a Resident without the agreement of the affected Resident.

Article 14: SICK LEAVE & BEREAVEMENT LEAVE

- A. Sick Leave
 - 1. Residents will be given twelve (12) days (one 24-hour period) of sick leave at the beginning of each academic year. Sick leave is credited to the year of appointment and does not carry over from year to year. Unused sick leave shall be forfeited upon graduation, termination, or resignation. Additional sick leave may be granted at the discretion of the program and/or department. In addition, vacation leave may be used to extend sick leave with the prior approval by the Program Director.
 - 2. Where the need to use sick leave is foreseeable, Residents shall provide reasonable advance notice of their need to use sick leave. Where the need to use sick leave is unforeseeable, Residents shall provide notice as soon as practicable. 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 or where there is a pattern or suspicion of abuse.
 - 3. Make-up time may be required to meet educational objectives and be in compliance with ACGME Program Requirements and specialty board requirements.
- B. Bereavement Leave
 - A Resident is permitted to use sick leave for bereavement purposes.

Article 15: PARENTAL LEAVE & 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 interpreted by the Program Director. Any additional training time shall be completed 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.

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. Paid Parental Leave and ACGME Leave Compliance

1. General Provisions

- a. Effective July 1, 2022, or upon ratification of this Agreement, whichever is later, the University will implement this Article.
- b. Paid leave will be provided at 100% of the Resident's applicable base wages at the time of the leave event.
- c. The Resident's benefits will continue while the Resident is taking an approved leave under this Article.
- d. 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.
 - i. However, if a Resident on an approved leave under this Article is also eligible for Family Medical Leave (FML) under Article 15, Parental Leave & Leaves of Absence, Section D, up to six (6) workweeks of leave shall run concurrently with FML.
- e. 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 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.
- f. 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, which currently offers eight weeks of leave at 70% of wages for employees who are eligible for leave under FMLA and/or CFRA

2. Paid Parental Leave

- a. 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.
- b. Within sixty (60) days of ratification of this successor agreement, 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.

- c. A Resident is eligible for the maximum of workweeks of PPL stated above 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 academic years.
- d. A Resident will receive a single allotment of PPL (e.g. eight (8) workweeks) for both the foster placement and adoption of the same child or children.
- e. Two Residents who are parents, or foster parents, to the same child/children may use their PPL at the same time.
- f. PPL is available for use while a Resident is in the waiting period for disability pay.
- g. If a Resident on an approved Pregnancy Disability Leave (PDL) also is eligible for FML under Article 15, Parental Leave & Leaves of Absence, Section D, 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 is also 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. The Resident must use accumulated vacation time prior to taking parental bonding leave without pay.
- h. When possible, a Resident shall request parental leave at least four (4) weeks in advance of the use of the time off. Parental leave shall be granted in increments of less than two (2) weeks duration on any two (2) occasions during the twelve (12) months following the birth or placement of the child/children. The University, at its sole non-grievable discretion, may require that any additional parental leave requested be for a minimum duration of two (2) weeks.
- i. 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.

3. ACGME Leave Compliance

- a. Pursuant to ACGME requirements, the University will provide a Resident with six (6) weeks of paid leave for their own serious health condition 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.
 - i. "Serious health condition" is defined in Article 15, Parental Leave & Leaves of Absence, Section D.2.
 - ii. "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, Parental Leave & Leaves of Absence, Section D.2.a – 2.h.
- b. The Resident is required to exhaust their accumulated sick leave and vacation leave prior to receiving any additional paid leave benefits under this section.

i. 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.

c. 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 academic in which the leave concludes.

d. [Placeholder for local procedures for submitting and approving requests for leaves of absence]

D. Family and Medical Leave

1. Reasons for Leave

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:

- a. The Resident's own serious health condition
- b. 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);
- c. The Resident's pregnancy-related disability (PDL);
- d. To bond with a Resident's newborn, adopted, or foster care child;
- e. Military Caregiver Leave; or
- f. Qualifying Exigency Leave.

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

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

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.

- a. 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.
- b. 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.
- c. A Resident on FML for parental bonding leave must exhaust their Paid Parental Leave (see Section C), sick leave, and accumulated vacation leave prior to taking FML without pay.
- d. A Resident on FML for Qualifying Exigency Leave may use accumulated vacation time prior to taking FML without pay.

7. Duration of Leave

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

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.

E. 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.

F. Personal Leave of Absence

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

G. 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.

H. 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 16: EDUCATIONAL REIMBURSEMENT

In lieu of providing a separate education reimbursement fund, effective July 1, 2022, Resident base salaries will be increased by \$1,000. The \$1,000 increase will be added to base salaries prior to any salary increases that take effect on July 1, 2022.

Article 17: RESIDENT & FELLOW WORK

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

Except in cases specifically relevant to training, Residents and Fellows shall not regularly and recurrently perform duties that are extraneous to their program(s)' educational goals and objectives, clinical mission, or normally assigned to positions in other classifications.

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

Article 18: EDUCATIONAL TIME

The Union and the University recognize that education is a key component of the residency and fellowship programs at the University. Educational components of residencies consist of both a didactic element and learning on the job by being exposed to varied elements of a particular field, including research pursuits. Therefore, academic activities including, but not limited to didactics, conferences, courses, simulations, computer training sessions, research activities, elective rotations and orientation days shall be protected to the furthest extent practical. During research and elective rotations, trainees may still participate in clinical duties. During other protected education time (didactics, conferences, courses, simulations, computer training sessions and orientation days), Residents and Fellows shall be released from clinical duties to the furthest extent practicable.

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

Article 19: WELL-BEING COMMITTEE

Upon the creation of the UCSF GME Well-being Committee, the Union shall be allowed to appoint at least one (1) representative to the committee.

Article 20: INSURANCE AND BENEFITS

Residents and Fellows are eligible to participate in the University's Health, Dental, Vision, Short Term Disability, Long Term Disability, Accidental Death and Disability, and Life Insurance Plans.

A. Health, Dental, and Vision Insurance

1. Eligibility for coverage is based on the Resident's active status for the academic year beginning each July 1.
2. Residents will be subject to the selected coverage category and co-pay schedule (single, adult + children, two adults or family) as required by the Plan as shown in Appendix XX.
3. An employee on an approved Family and Medical Leave (FML) shall be entitled, if eligible, to continue participation in health benefit coverage (medical, dental, and vision) as if on pay status.

- B. Life, Accident, Disability Insurance
Coverage for a Resident for life, accident, and disability insurance are paid by the University and cover the Resident during the course of employment. The plan shall include an option for guaranteed standard issue disability insurance. Residents will be provided with documentation of these plans and a plan description at hire.

- C. Section 125 Cafeteria Plans
 - 1. The University shall continue to provide access to FSA plans for Child Care and Medical Expenses. Effective July 1, 2022, the University shall provide access to a commuter expense FSA for Residents.

- D. The University may, at its option, alter its health and welfare programs. Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, changing the carrier for established plans or programs, or changing the administrator of such plan. However, the University will provide the Union with thirty (30) calendar days' advance notice of any change(s), and upon request from the Union within fourteen (14) calendar days, meet and discuss the change(s) with the Union. In no event shall these discussions delay implementation of the University's objectives.

- E. The University may also alter the monthly rates of contribution by Residents. The University will provide the Union with ninety (90) calendar days' advance notice of any change in monthly rates of contribution and upon request from the Union within fourteen (14) calendar days, meet and confer over the change(s) with the Union. The Parties agree that ninety (90) days should be sufficient notice to complete any meet and confer process. The University shall be allowed to implement any change in monthly rates of contribution after ninety (90) days from notice to the Union if further delay would prevent the University from implementing the change(s) for the designing plan year.

Article 21: FATIGUE MITIGATION

- A. In the event a Resident is too fatigued to drive home safely at the end of a shift, the Resident has the following options:
 - 1. Sleep in an available call room until able to drive safely; or
 - 2. Utilize a transportation service to and/or from the hospital to and/or from their verifiable home address.

- B. Procedure
 - 1. The University will provide access to a transportation service (e.g. Taxi Voucher Program) 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 University.
 - 2. If the Resident is assigned to a different location on the next workday, the Resident can use the transportation service to travel 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 Resident may use University shuttles.

C. Exploration of Alternative Programs

The parties have a shared interest in providing safe transportation from the hospital to residents' homes when they are too fatigued to drive. Within 60 days of the ratification of the agreement the parties agree to meet to discuss ideas on fatigue mitigation and to discuss proposals from the union on alternative programs to the Taxi Voucher Program, such as an app-based ride-sharing service. The parties agree to continue regularly meeting to discuss this issue at mutually agreeable times and dates with the goal of reaching mutual agreement on improvements to the Taxi Voucher Program, if any, in time for implementation on July 1, 2023.

Article 22: CHILDCARE

- A. Residents and Fellows are eligible to participate in the University's child-care services provided at UCSF Child Care Centers.
- B. Residents and Fellows are also eligible to participate in the University's back-up child care program. The University reserves the right to alter the plan's benefits and conditions.

Article 23: PARKING

- A. Regular Parking Permits: Residents and Fellows who are approved for parking through the Office of Graduate Medical Education are eligible to purchase a UCSF parking permit. Effective July 1, 2023, the University shall limit annual parking rate increases to no more than 10% annually. Parking taxes, fees, or surcharges imposed by governmental entities or authorities outside of the University shall not be governed by this cap and shall be passed on directly to residents in accordance with such laws/regulations.
- B. Overnight and Weekend Parking: The University currently provides Residents with free overnight and weekend parking, subject to certain conditions. The University shall provide notice to the Union of any proposed change to this practice at least thirty (30) days prior to the proposed implementation of the change. The parties shall undertake negotiations regarding the impact of the change on Residents and Fellows where the Union makes a request to negotiate with the University within fifteen (15) calendar days of the date of the University's notice.

Article 24: LICENSE AND USMLE REIMBURSEMENT

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

1. The Resident or Fellow must be appointed through the Office of Graduate Medical Education in a residency or fellowship training program for the relevant academic year; and;
2. The Resident or Fellow must have an active appointment on the date payment was made to the Medical Board of California or Federation of State Medical Boards.

B. Eligibility for Specific Reimbursements

1. Licenses: In order to be eligible for reimbursement for new licenses (application and processing fees) the issue date of the license must be within the academic year in which reimbursement is sought. In order to be eligible for reimbursement for a license renewal, the license expiration date must be within the academic year in which reimbursement is sought. Only those fees paid directly to the Medical Board of California for licensure are reimbursable. Other expenses incurred such as those for notary, Live Scan fingerprinting, photography services, and transcript services, are not eligible for reimbursement.
2. USMLE Step III: In order to be eligible for reimbursement for USMLE Step III exam fees, the examination date must occur within the academic year in which reimbursement is sought. Only those fees paid directly to the Federation of State Medical Boards for Step III are reimbursable. Residents and Fellows are only eligible to receive this reimbursement once during the term of their employment with UCSF.

C. Reimbursement Process: Residents and Fellows must provide documentation of any costs incurred for which they seek reimbursement, along with submitting a filled request for reimbursement form. Reimbursement forms shall be provided and handled by University administration. UCSF may modify the process for seeking reimbursement with notice to the Union.

D. Reimbursement Amounts: All fees paid, in accordance with above, to the Medical Board of California and the Federation of State Medical Boards will be reimbursed.

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

Article 25: MEALS

A. Meal Allowances: Residents and Fellows on a rotation at a UCSF owned and operated facility shall receive a meal allowance of \$300/month for use in UCSF cafeteria facilities, meal vending machines, and coffee shops; this amount shall continue to be prorated based on rotation assignment. Any unspent meal money shall rollover from month to month but any unspent funds shall be removed from the account quarterly. The meal allowance will be delivered using the University's debit meal card system as set forth in the Housestaff Information Booklet. The University reserves the right to modify the debit meal card system at its discretion.

- B. Programs that provide or elect to provide additional benefits: Some programs, as of the effective date of this contract, provide meal allowances to Residents and Fellows that exceed what is provided for by the Article 25(A). It is not the intent of the University to reduce these specific meal allowances. Prior to making any reduction to said meal allowances, the University shall provide notice to the Union prior to implementation; and upon written request by the Union, the University shall meet and discuss the change.
- C. Coffee will be available at all times at UCSF owned and operated sites

Article 26: SALARY

- A. Determination of Salary
Resident and Fellow salary is based on post-graduate year (PGY) in the program. PGY is determined by the training required to enter that program and the year of training in that program. PGY is determined by program leadership in consultation with the Office of Graduate Medical Education.

A Resident or Fellow who, during the term of this Agreement, successfully completes his or her services for a year and is reappointed to serve for an additional year in that particular program shall be advanced to the next higher PGY in that program. The highest PGY level available for advancement is PGY 9.

- B. Inclusion of Housing Allowance in Salary
Prior to July 1, 2022, the University provided a housing salary supplement in addition to salary. Effective July 1, 2022, the housing salary supplement was added to Resident salary rates.

	2021-2022 Negotiated Salaries	2021-2022 Negotiated Housing Allowance	Combined Salary + Housing as of 7/1/22 (Prior to Increase in C)
PGY I	\$64,362.00	\$13,607.04	\$77,969.04
PGY II	\$66,495.00	\$13,607.04	\$80,102.04
PGY III	\$69,107.00	\$13,607.04	\$82,714.04
PGY IV	\$71,835.00	\$13,607.04	\$85,442.04
PGY V	\$74,775.00	\$13,607.04	\$88,382.04
PGY VI	\$77,554.00	\$13,607.04	\$91,161.04

PGY VII	\$80,133.00	\$13,607.04	\$93,740.04
PGY VIII	\$84,351.00	\$13,607.04	\$97,958.04
PGY IX	\$86,699.00	\$13,607.04	\$100,306.04

The HEAL fellowship is exempt from the housing allowance because fellows in the program receive housing accommodations and/or are paying housing rates significantly below the San Francisco Bay Area level. Accordingly, the inclusion of the housing salary supplement into salary rates will not affect the HEAL fellowship, unless the HEAL fellow is assigned to a location in San Francisco, Alameda, Marin, or San Mateo County, in which case the fellow will receive the housing supplement. The Parties will meet and discuss if new placements are added in additional high cost counties.

C. Salary Increases

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

D. One-Time Bonus

Residents and Fellows employed at the time of ratification of this agreement will receive a one-time \$2,500 bonus, inclusive of any money made available by the State of California for health care workers.

E. Educational Reimbursement

See Article 16 – Educational Reimbursement for additional amount added to base salary.

Article 27: HOUSING ALLOWANCE

Prior to July 1, 2022, the University provided a housing salary supplement in addition to salary. Effective July 1, 2022, the housing salary supplement was added to Resident salary rates. See Article 26 – Salary.

Article 28: NO STRIKES/NO LOCKOUTS

- A. The parties agree that all Residents and Fellows who provide patient care are providing services that are essential to public health and safety. Accordingly, during the term of this Agreement or any extension thereof, the University agrees that there will be no lockouts by the University. Additionally, during the term of this Agreement or any extension thereof, the Union, on behalf of its officers, agents, and unit members, agrees that there shall be no strikes, work stoppages, sickouts, slowdowns, boycotting, interruption of work, or any other activity which would interfere with the operations of the University.

- B. During the term of this Agreement or any extension thereof, the Union its officers, agents, and unit members agree that they shall not in any way participate in or lend support to any strikes, including sympathy strikes, or other work stoppages, sickouts, slowdowns, boycotting or interruption of work or any other activity which would interfere with the operations of the University.
- C. Any Resident or Fellow who violates this Article may be subject to disciplinary action up to and including termination of employment.
- D. The Union shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this article. In the event there is a threatened or actual strike, work stoppage, sickout, slowdown, boycotting, interruption of work, or any other activity in violation of this Agreement, the Union shall immediately give notice to all residents and fellows in the unit stating that they must cease their violation of this Agreement.
- E. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

Article 29: 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 forth the full and entire understanding of the parties regarding the matters contained herein. The University and the Union agree for the term of this Agreement each voluntarily and unequivocally waives the right and shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this agreement.
- B. With respect to other matters within the scope of negotiations not covered by the Agreement, negotiations may be required during the term of this agreement, but only as provided below.
 - 1. For other changes, the University shall provide notice to the Union of the proposed changes at least thirty (30) days prior to their proposed implementation. The parties shall undertake negotiations regarding the impact of such changes on Residents and Fellows when both of the following exist:
 - a. Where such changes would significantly affect the working conditions of a substantial number of Residents and Fellows in the bargaining unit;
 - b. Where the Union makes a request to negotiate with the University within fifteen (15) calendar days of the date of the University's notice as described in Article B.1.
 - 2. An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this agreement. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.

Article 30: WORK RULES

- A. Rules regarding resident and fellow work environment are to be governed by the University's Housestaff Information Booklet. To the extent the Housestaff Information Booklet and this Agreement conflict, this Agreement shall control.
- B. If the University desires to change any provision in the Housestaff Information Booklet that falls within the scope of representation, and assuming the change does not conflict with any provision in this Agreement, the University shall provide notice of the proposed changes to the Union. At the request of the Union, the University shall meet and confer over the proposed changes.
- C. Work rules do not include system-wide policies. The Union agrees and understands that such policies will be applicable to residents and fellows as designated.

Article 31: MANAGEMENT RIGHTS

- A. Management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, the Union agrees the University has the right:
 - 1. To establish, direct and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals;
 - 2. To manage the hospitals, laboratories, clinics, offices, and other facilities and operations; to establish and administer procedures, rules and regulations, and direct and control University operations;
 - 3. To introduce new, alter, extend, or discontinue existing methods, programs, equipment, facilities, and location of operations;
 - 4. To determine or modify the number, qualifications, scheduling, responsibilities and assignment of medical residents and fellows covered under this Agreement;
 - 5. To establish, maintain, modify or enforce standards of performance, conduct, order and safety;
 - 6. To determine the content of performance evaluations and the processes and criteria by which performance is evaluated;
 - 7. To establish and require residents and fellows to observe University rules and regulations;
 - 8. To discipline or dismiss medical residents and fellows with due process;
 - 9. To assign work, work location and schedule hours of work;
 - 10. To recruit, appoint, reappoint, not reappoint, or transfer;

11. To determine the location or relocation, reorganization, or discontinuance of operations; and
 12. To subcontract all or any portion of any operations.
- B. Decisions regarding academic and patient care matters will be made at the sole discretion of the University and are outside of the scope of bargaining.
 - C. The above list of management rights is not exhaustive and does not exclude other management rights not specified herein, nor will the exercise or non-exercise of rights constitute a waiver of any such rights by the University.
 - D. No action taken by the University with respect to a management right will be subject to any grievance or arbitration procedure or collateral suit, unless it violates an express written provision of this Agreement.

Article 32: UNIFORMS

- A. White Coats and Jacket
 1. Two (2) new long white physician coats in appropriate sizes will be issued to each new Resident and Fellow.
 2. One jacket in the appropriate size will be issued to each new Resident and Fellow.
- B. Scrubs

A minimum of three (3) clean sets of scrubs shall also be provided at the UCSF hospital sites and made available from scrub machines. The University shall take reasonable steps to ensure that scrub machines are maintained and operational. Issues with scrub dispensers can be reported to the Graduate Medical Education office.

Article 33: WORKSPACE

- A. Workrooms/Lounges: The University will endeavor to create and maintain Resident workrooms at the UCSF owned and operated facilities. Where the University provides a Resident lounge, it shall be equipped with a hospital phone, microwave, refrigerator, utensils, coffee machine, seating, and computers with internet access.
- B. Call rooms: The University will provide call rooms at the UCSF owned and operated facilities with housekeeping services that are safe, quiet, clean, and accessible to Residents. The University will continue to explore methods to improve call room availability.

Article 34: RELOCATION

Newly appointed Residents and Fellows are eligible for reimbursement of up to \$1800 for expenses incurred related to Relocation. New Residents and Fellows who graduated from UCSF Medical School will not be eligible for the relocation reimbursement, unless they are returning to the University after

doing a preliminary year of residency at another location or returning to the University for a fellowship after doing residency at another location. Residents and Fellows will have to provide proof of eligible expenses and should consult with the UCSF policy on relocation reimbursement for more details.

A Resident or fellow shall only receive this allotment once during the course of their employment.

Article 35: LACTATION ACCOMMODATION

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

Article 36: NON-DISCRIMINATION 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
The University is committed to creating and maintaining a community dedicated to the advancement, application and transmission of knowledge through academic excellence, in an atmosphere free of harassment, exploitation or intimidation. Fair and respectful treatment of Residents promotes a work environment and organizational culture in support of the values of the Graduate Medical Education Training Programs.
- C. Grievances
Alleged violations of this article may only be grieved through step 2 of the Grievance process and shall not be eligible for arbitration.

Article 37: RELEASE TIME

- A. New Resident Orientation
Upon advance request of no less than thirty (30) calendar days, or within 14 calendar days from the date the union is provided the orientation schedule, whichever is later, up to three (3) union members shall be granted release time to attend the GME new resident orientation in accordance with Article 5.
- B. CIR National Convention
Upon advance request of no less than forty-five (45) calendar days, elected CIR delegates shall be granted release time to attend CIR's annual convention.
- C. CIR Executive Committee
Upon advance request of no less than thirty (30) calendar days, any union member elected or appointed to CIR's Executive committee shall be granted release time to attend the aforementioned committee's quarterly meetings.
- D. All requests for release time shall be subject to operational need and shall not be unreasonably denied.

Appendix A: UCSF Access Guidelines¹

Regulations Governing the Use of University Facilities and Access to University Employees by Employee Organizations and their Representatives

I. Purpose

- A. The following regulations provide employee organizations and their representatives reasonable access to University grounds, facilities and employees while ensuring that activities will not disrupt daily work activities, teaching, research, and will not adversely affect delivery of patient care, patient welfare or visitor experience at the institution.
- B. These regulations do not apply to employee organizations or their representatives when they are representing employees in grievances filed under a Memorandum of Understanding (i.e., a collective bargaining agreement) or grievances and administrative reviews pursuant to the Personnel Policies for Staff Members' Complaint Resolution Procedure. In such cases, the appropriate contract or policy provisions shall apply. In the event these rules conflict with a Memorandum of Understanding, the Memorandum of Understanding shall control. In fact, many of the existing Memorandums of Understanding refer to these local access rules and regulations.
- C. As used in these Guidelines, the term "University" includes the UCSF Campus and Medical Center.
- D. These Guidelines apply to all University facilities and clinics operated by the Campus and the Medical Center.
- E. The University reserves the continued right to add to, delete from, or modify these regulations pursuant to its rights under the Higher Education Employer-Employee Relations Act (HEERA) and applicable collective bargaining agreement provisions.
- F. The University reserves the right to deny, in whole or in part, any request for access, as appropriate, provided that any restrictions on access are consistent with the University's rights under the HEERA and applicable collective bargaining agreement provisions.

II. Background

There are numerous instances when employee organizations and their representatives desire to solicit, meet with, or otherwise establish contact with University employees. Since the atmosphere we have attempted to create is critical to the University's values, these regulations are promulgated to ensure the highest level of respect and service to our patients, students, visitors and staff, as well as employee organizations and their representatives.

III. Definitions

- A. **Employee Organizations**
Defined as independent organizations which exist for the purpose, in whole or in part, of dealing with University management concerning matters within the scope of representation under HEERA. Employee organizations are required to register with the Labor and Employee Relations office.

¹ Local Access Guidelines for the CIR-SEIU Unit are subject to negotiations

B. Employee Organization Representative

Defined as any person acting in the interest of or on behalf of a registered employee organization, including both University and Non-University personnel.

C. Official University Activities

All patient care activities; academic classes, research and related activities; normal daily operations of University units; and programs or activities sponsored by University units in the course of fulfilling their University mission.

D. Restricted Areas

Areas designated for Official University Activities only. The activities of employee organizations and their representatives are restricted in these areas. Restricted areas include, but are not limited to:

1. Patient care, clinical laboratories and clinical areas, including, but not limited to:
 - o Chart rooms and rooms that function as or are in the nature of chartrooms
 - o Nursing stations
 - o Patient and/or visitor lounges including patient conference rooms, sitting rooms, and solaria
 - o Libraries or study areas
 - o Patient floor and operating room area corridors
 - o Patient rooms, operating rooms, laboratories, clinics, and other treatment and patient care areas
2. Academic and research areas while instruction, counseling/advising, or research is in progress
3. Research areas when the health, safety or security of individuals or the research could be adversely affected
4. Confidential and/or secured work areas, including, but not limited to the following areas: student and patient records, medical records, cashier's office, radiation areas, information services/computing, telecommunications, and centralplant.
5. Private residential areas of students
6. Loading dock areas
7. Medical Center Way
8. The main entrance to the Medical Center at 505 Parnassus, including the semicircular driveway adjacent thereto, Mt. Zion Hospitals, in front of the main entrance to the Ambulatory Care Center, the entrances to other inpatient or outpatient clinics or additional hospitals or clinics that may be built or occupied in the future. This shall include patient drop off and pick up locations that may be at or near these front entrances.

E. Meeting Areas Available for Use by Employee Organizations and their Representatives

Employee organizations and their representatives may schedule meeting rooms to conduct meetings for gatherings, solicitations, and events when such meeting rooms are not in use for University purposes, such as teaching, learning, research, patient care, or other official University business. The Labor and Employee Relations contact number for scheduling Campus locations is (415) 353-4107. For Medical Center locations, the contact number is (415) 353-4012.

Meeting areas available for use can be found at the following website: <http://osl.ucsf.edu/space/index.html>. For information on how to schedule non-restricted meeting rooms, refer to section IX of these guidelines.

IV. U.S. Mail

U.S. Mail which is received by the University bearing an employee's name and an accurate address will be distributed to the employee in the normal manner. Employee organizations and their representatives are strictly prohibited from the use of the University's mail system. In locations where employee mail boxes exist, employee organizations and their representatives may reasonably use such boxes, provided the boxes are not located in a confidential and/or restricted area. If employee mail boxes are located in a confidential and/or restricted area, arrangements can be made with the Labor and Employee Relations office for the Campus or Medical Center to distribute the information in the same manner that other such information is distributed.

V. General Rules

- A. All persons on University property are required to wear the official identification provided for this purpose (i.e. name tag, identification badge, etc.) and to identify themselves upon request of University officials acting in the performance of their duties
- B. Employee organizations and their representatives are permitted to reasonably conduct employee organization business in non-work areas only during the employee's non-working hours; i.e., before or after work, or during meal and rest periods and when conducting such business is not disruptive to other employees who are on their work time. If such contacts are made while employees are at the University, they should occur only in non-restricted areas and in accordance with these Guidelines. The University reserves the right to exclude such individuals and organizations from certain non-restrictive areas under appropriate circumstances. However, when that occurs, the University will provide an employee organization and their representative with access to an alternate area in reasonable proximity to the work area. Additionally, the University may request employee organizations and their representatives to state the nature of their visit. Any work areas closed to the public will require that an employee organization and their representative obtain pre-approval from Labor and Employee Relations, at either the campus or medical center, before entering the area.

VI. Bulletin Boards

Written materials may be posted on general purpose bulletin boards or pre-designated employee organization bulletin boards only; bulletin boards specifically designated for official University business may not be utilized by employee organizations and their representatives. No literature or other materials may be affixed anywhere else, such as walls, floors, ceilings, elevators, or stairwells at any time. Postings concerning activities other than Official University Activities are subject to removal 30 calendar days from date of posting.

- A. Postings must be no larger than the standard letter size of 8 ½ x 11 inches.

- B. Postings must be on letterhead and/or include the name of the responsible organization and/or individual.
- C. Postings must be dated with the current month and year of posting.

VII. Employee Lounges and Break Areas

Where employee lounges and break areas exist in non-prohibited areas, one-to-one solicitation of consenting employees is permitted.

VIII. Picketing/Demonstrating/Leafleting

- A. Employee organizations and their representatives may engage in reasonable activities such as leafleting and setting up literature tables in non-restrictive areas. Such activities shall not interfere with or disrupt operations or impede ingress and egress at University facilities. Specific limitations are outlined below and are illustrative, not allinclusive:
 - 1. Picketing and demonstrations shall be limited to public access areas only and may not take place on University property. The University's Police Department and/or Medical Center security will be responsible for enforcement.
 - 2. While these areas are restricted as defined in Section III.D. above, it bears repeating that at no time shall there be picketing, demonstrating, leafleting or other activities at 505 Parnassus, Mt. Zion Hospitals, in front of the main entrance to the Ambulatory Care Center, the entrances to other inpatient or outpatient clinics or additional hospitals or clinics that may be built or occupied in the future. This shall include patient drop off and pick up locations that may be at or near these front entrances. Interference with entrances to University buildings, functions and activities; disturbance of University offices, classes, study facilities, and patient care and research; and harm to University property are prohibited.
 - 3. At no time shall there be leafleting, demonstrating, picketing or the interference of ingress and egress at University parking structures or lots.
 - 4. Employee organizations may utilize special use areas for activities such as distributing information and table set-up when such activities are sponsored by Labor & Employee Relations and are consistent with use of University space policies and guidelines as described in the University of California Policies Applying to Campus Activities, Organizations and Students. Special use areas are available at the Parnassus and Mission Bay (Genentech Hall, Koret Quad and other Mission Bay sites) campuses, or any other location that may be identified by the University for special use in the future.
 - 5. In addition to special use areas, employee organizations, with prior reservation and approval from Labor & Employee Relations, may set up tables for use as literature booths, voting venues, etc, only in the following areas:
 - o Laurel Heights 2nd floor corridor adjacent to the View Cafe
 - o Mission Center Building lobby
 - o Medical Sciences 1st Floor lobby
 - o Mt. Zion entranceway to the cafeteria and/or the dining room, if available
 - 6. While public sidewalks are available for public use, they must be kept available for normal pedestrian traffic at all times.

7. Drums, megaphones and/or amplified noises or sounds shall not be permitted in front of patient entrances to Long, Moffitt and Mt. Zion Hospitals, the Ambulatory Care Center, other inpatient or outpatient clinics and additional hospitals or clinics that may be built or occupied in the future. Such mechanisms may be permitted in other designated picketing and demonstration areas to the extent they do not disrupt business operations or violate local ordinances.

IX. Scheduling the Use of Meeting Areas/Tables & Chairs

Employee organizations and their representatives shall follow the procedures below to schedule access to Non-Restricted Meeting Areas:

- A. Complete the Room Reservation Request form and fax to Campus Labor & Employee Relations at (415) 514-6715 or Medical Center Employee Relations at (415) 353-4029 to request a meeting room or table/chair set- up for a particular area. Requests must be submitted at least ten (10) calendar days in advance of the event, whenever possible. In the event of conflicting requests, scheduling will be based upon the date the written request was received on a first come, first served basis. Requests must include the following information:
 1. Name of the organization or individual making the request
 2. Name and/or purpose of the event
 3. Date and day of the event
 4. Start and end times of the event
 5. Expected attendance
 6. Contact Information for the person in charge of the event
- B. When additional resources are required (such as table and chair set-up, etc.) and costs are incurred, Labor & Employee Relations contacts Facilities Management for a Work Order, which will initiate the process to bill Labor & Employee Relations. Labor & Employee Relations will submit an invoice to the employee organization requesting the reservation. An employee organization's failure to reimburse the University for costs associated with a reservation request may result in future requests being denied.
- C. When a room is utilized at a time not on the normal open/close schedule, charges may be levied for environmental conditioning, special cleaning, and opening/closing.

X. Prohibited Activities

Employee organizations and their representatives are prohibited from using University facilities and equipment, including, but not limited to, automobiles, computers, projectors, office supplies, and photocopy and reproduction equipment. Use of University telephones, electronic mail and other electronic communications by Employee organizations and their representatives, who may also be University employees, must conform to applicable University policy and collective bargaining agreement provisions. Any exception requires the express written consent of the Labor and Employee Relations Manager/Director for either the Campus or Medical Center or his/her designee.

APPENDIX B GRIEVANCE FORM

CIR/SEIU GRIEVANCE FORM	Allegations of a violation of Agreement in effect between the University and CIR/SEIU must be filed in on this form. See the UC/CIR-SEIU Agreement for details regarding the filing of a grievance. Forms must be submitted to the Campus Labor and Employee Relations Office. PLEASE PROVIDE THE INFORMATION REQUESTED IN ACCRDANCE WITH ARTICLE 11, GRIEVANCE PROCEDURE OF THE COMMITTEE OF INTERNS AND RESIDENTS-SEIU HEALTHCARE AGREEMENT. <u>If you wish to file a grievance or want more information about possibly filing a grievance, please contact your local CIR representative. Refer to: https://www.cirseiu.org/contact-us/ or call: 1-510-671-2626.</u>		
GRIEVANT'S NAME		GRIEVANCE NUMBER (TO BE COMPLETED BY THE UNIVERSITY)	
GRIEVANT CLASSIFICATION TITLE	GRIEVANT'S DEPARTMENT/PROGRAM	GRIEVANT'S HOME TELEPHONE	
NAME OF GRIEVANT'S IMMEDIATE SUPERVISOR, TITLE, AND TELEPHONE NUMBER		NON-WORK ADDRESS TO WHICH CORRESPONDENCE MAY BE SENT TO GRIEVANT	
IF REPRESENTED IN THIS GRIEVANCE, PROVIDE THE FOLLOWING:			
REPRESENTATIVE'S NAME	REPRESENTATIVE'S ORGANIZATION	REPRESENTATIVE'S TELEPHONE NUMBER	
REPRESENTATIVE'S NON-WORK ADDRESS, CITY, STATE, ZIP			
TYPE OF GRIEVANCE: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> GROUP (LIST ALL GRIEVANTS) <input type="checkbox"/> UNION		SPECIFIC ARTICLE(S) & SECTION(S) OF THE UCSF/CIR AGREEMENT ALLEGED TO BE VIOLATED:	
DATE OF ALLEGED VIOLATION	DATE OF INFORMAL STEP 1 MEETING WITH SUPERVISOR	DATE OF INFORMAL STEP 1 RESPONSE, IF ANY	

DESCRIPTION OF ALLEGED VIOLATION OF AGREEMENT. PLEASE DESCRIBE IN DETAIL THE FACTS AND CIRCUMSTANCES (INCLUDING DATES) THAT EXPLAIN HOW THE ARTICLE(S) AND SECTION(S) WERE VIOLATED. (ATTACH SPECIAL SHEET OF PAPER IF NEEDED.)

REMEDY REQUESTED

GRIEVANT'S SIGNATURE

DATE

REPRESENTATIVE'S SIGNATURE (IF REPRESENTED)

DATE

FORM FOR APPEAL TO STEP 2

(Appeals may be filed with the Campus Labor Relations Office on this form or in accordance with Article 11, Grievance and Arbitration)

I DO NOT ACCEPT THE STEP 1 RESPONSE AND I APPEAL TO STEP 2 (STATE SUBJECT BELOW)

GRIEVANT'S AND/OR REPRESENTATIVE'S SIGNATURE

DATE

UNRESOLVED ISSUES APPEALED TO STEP 2

GRIEVANCE REVIEW – STEP 2

DATE STEP 2 APPEAL FILED	WAS A MEETING HELD? <input type="checkbox"/> YES <input type="checkbox"/> NO DATE OF MEETING:	DATE OF UC DECISION	DECISION ATTACHED <input type="checkbox"/> YES <input type="checkbox"/> NO
REQUEST FOR ARBITRATION: <input type="checkbox"/> YES <input type="checkbox"/> NO			
SIGNATURE OF STEP 2 REVIEWER		PRINTED NAME AND TITLE OF STEP 2 REVIEWER	

Resident and Fellow Salary Scale, UCSF School of Medicine - Effective July 1, 2022

	TITLE CODE	PGY	Monthly Rate	Annual Rate
Residencies - ACGME-accredited	2709*	I	\$6,975.33	\$83,704.00
		II	\$7,163.75	\$85,965.00
	2723*	III	\$7,394.50	\$88,734.00
		IV	\$7,635.50	\$91,626.00
		V	\$7,895.17	\$94,742.00
		VI	\$8,140.67	\$97,688.00
		VII	\$8,368.50	\$100,422.00
Fellowships - ACGME- or ABMS-accredited	2736*	IV	\$7,635.50	\$91,626.00
		V	\$7,895.17	\$94,742.00
		VI	\$8,140.67	\$97,688.00
		VII	\$8,368.50	\$100,422.00
		VIII	\$8,741.08	\$104,893.00
		IX	\$8,948.50	\$107,382.00
Fellowships - Non-ACGME or Non-ABMS	2733*	II	\$7,163.75	\$85,965.00
		III	\$7,394.50	\$88,734.00
		IV	\$7,635.50	\$91,626.00
		V	\$7,895.17	\$94,742.00
		VI	\$8,140.67	\$97,688.00
		VII	\$8,368.50	\$100,422.00
		VIII	\$8,741.08	\$104,893.00
		IX	\$8,948.50	\$107,382.00
		HEAL Fellowship	TBD	IV
V	\$6,693.50			\$80,322.00
VI	\$6,939.00			\$83,268.00
Chief Stipend **	2738*	---	\$50/month to \$150/month	
Additional pay for moonlighting ***	2735	--	Variable	
Intern - Clinical Psychology	2715	--	\$25,600.00	\$39,300.00
Non-Physician Clinical Trainee	2740	--	\$48,900.00	\$61,800.00

* Title code is for trainee positions in the CIR-SEIU bargaining unit.

** The compensation of a chief resident or chief fellow should be paid according to their step assignment as a resident or fellow (title code 2723 or 2736) plus an additional fixed monthly stipend as senior/chief resident or fellow (under title code 2738) under title code 2725.

*** For ACGME residents and fellows, a moonlighting agreement must be approved by the program director prior to any moonlighting activity.

**** Fellows must be paid at a minimum rate. However, programs/departments may elect to pay all fellows higher than the minimum.

Resident and Fellow Salary Scale, UCSF School of Medicine - Effective July 1, 2023

	TITLE CODE	PGY	Monthly Rate	Annual Rate
Residencies - ACGME-accredited	2709*	I	\$7,324.17	\$87,890.00
	2723*	II	\$7,522.00	\$90,264.00
		III	\$7,764.25	\$93,171.00
		IV	\$8,017.25	\$96,207.00
		V	\$8,289.92	\$99,479.00
		VI	\$8,547.67	\$102,572.00
		VII	\$8,786.92	\$105,443.00
Fellowships - ACGME- or ABMS-accredited	2736*	IV	\$8,017.25	\$96,207.00
		V	\$8,289.92	\$99,479.00
		VI	\$8,547.67	\$102,572.00
		VII	\$8,786.92	\$105,443.00
		VIII	\$9,178.08	\$110,137.00
		IX	\$9,395.92	\$112,751.00
Fellowships - Non-ACGME or Non-ABMS	2733*	II	\$7,522.00	\$90,264.00
		III	\$7,764.25	\$93,171.00
		IV	\$8,017.25	\$96,207.00
		V	\$8,289.92	\$99,479.00
		VI	\$8,547.67	\$102,572.00
		VII	\$8,786.92	\$105,443.00
		VIII	\$9,178.08	\$110,137.00
		IX	\$9,395.92	\$112,751.00
	HEAL Fellowship	TBD	IV	\$6,755.50
		V	\$7,028.17	\$84,338.00
		VI	\$7,285.92	\$87,431.00
Chief Stipend **	2738*	---	\$50/month to \$150/month	
Additional pay for moonlighting ***	2735	--	Variable	
Intern - Clinical Psychology	2715	--	\$25,600.00	\$39,300.00
Non-Physician Clinical Trainee	2740	--	\$48,900.00	\$61,800.00

* Title code is for trainee positions in the CIR-SEIU bargaining unit.

** The compensation of a chief resident or chief fellow should be paid according to their step assignment as a resident or fellow (title code 2723 or 2736) plus an additional fixed monthly stipend as senior/chief resident or fellow (under title code 2738) under title code 2725.

*** For ACGME residents and fellows, a moonlighting agreement must be approved by the program director prior to any moonlighting activity.

**** Fellows must be paid at a minimum rate. However, programs/departments may elect to pay all fellows higher than the minimum.

Resident and Fellow Salary Scale, UCSF School of Medicine - Effective July 1, 2024

	TITLE CODE	PGY	Monthly Rate	Annual Rate
Residencies - ACGME-accredited	2709*	I	\$7,690.33	\$92,284.00
	2723*	II	\$7,898.08	\$94,777.00
		III	\$8,152.42	\$97,829.00
		IV	\$8,418.08	\$101,017.00
		V	\$8,704.42	\$104,453.00
		VI	\$8,975.08	\$107,701.00
		VII	\$9,226.25	\$110,715.00
Fellowships - ACGME- or ABMS-accredited	2736*	IV	\$8,418.08	\$101,017.00
		V	\$8,704.42	\$104,453.00
		VI	\$8,975.08	\$107,701.00
		VII	\$9,226.25	\$110,715.00
		VIII	\$9,637.00	\$115,644.00
		IX	\$9,865.67	\$118,388.00
Fellowships - Non-ACGME or Non-ABMS	2733*	II	\$7,898.08	\$94,777.00
		III	\$8,152.42	\$97,829.00
		IV	\$8,418.08	\$101,017.00
		V	\$8,704.42	\$104,453.00
		VI	\$8,975.08	\$107,701.00
		VII	\$9,226.25	\$110,715.00
		VIII	\$9,637.00	\$115,644.00
		IX	\$9,865.67	\$118,388.00
	HEAL Fellowship	TBD	IV	\$7,093.25
		V	\$7,379.58	\$88,555.00
		VI	\$7,650.25	\$91,803.00
Chief Stipend **	2738*	---	\$50/month to \$150/month	
Additional pay for moonlighting ***	2735	--	Variable	
Intern - Clinical Psychology	2715	--	\$25,600.00	\$39,300.00
Non-Physician Clinical Trainee	2740	--	\$48,900.00	\$61,800.00

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SANTA BARBARA • SANTA CRUZ


OFFICE OF THE SYSTEMWIDE EXECUTIVE DIRECTOR
LABOR RELATIONS

OFFICE OF THE PRESIDENT
1111 Franklin Street
Oakland, California 94607

EXECUTION OF AGREEMENT

The foregoing Agreement between the Union and the Regents of the University of California, having been duly approved by both parties, is hereby executed by the undersigned authorized representative(s) of each party.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

DocuSigned by:

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CHERYL LLOYD
Vice President,
Systemwide Human Resources

DocuSigned by:

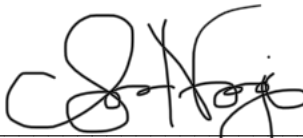
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MELISSA MATELLA
Assistant Vice President,
Systemwide Employee and Labor
Relations

COMMITTEE OF INTERNS AND RESIDENTS / SEIU



DAVID DASHEFSKY
Director of Strategic Campaigns,
Committee of Interns and Residents/
SEIU



SUSAN NARANJO
Executive Director,
Committee of Interns and Residents/
SEIU

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Oakland, California 94607

MEMORANDUM OF THE NEGOTIATORS

The negotiators of the proposed Agreement affix their signatures to this memorandum to indicate that they have concluded negotiations by the development of the proposed Agreement and that they have referred it to the parties for approval.

It is understood that the Agreement is not binding unless and until both parties have executed it. The process of approval with respect to the Union will be completed when the Agreement has been reviewed and ratified by the appropriate members of the Union. On behalf of the University, the Agreement must be reviewed and approved by the Office of the President, including review and approval by the Vice President of Human Resources.


The parties agree that when the approval process has been completed, the Agreement will become effective when the authorized representatives for both parties have signed the document.

For the University of California:



Tim Yeung, Chief Negotiator

For CIR/SEIU (Union):



David Dashefsky, Chief Negotiator