

# UCSF – Fresno Agreement with CIR-SEIU

(Committee of Interns and Residents/  
Service Employee International Union)

February 21, 2023 – June 30, 2025

Fresno & CIR/SEIU

Complete List of Articles in Agreement

- Article 1: Agreement & Recognition
- Article 2: Access
- Article 3: Ancillary Staffing
- Article 4: Severability
- Article 5: Commitment to Inclusivity
- Article 6: Employee List and Orientation
- Article 7: Employee Health, Safety, and Security
- Article 8: Labor Management Committee
- Article 9: Lactation Accommodation
- Article 10: Liability & Malpractice Insurance
- Article 11: Management Rights
- Article 12: Nondiscrimination in Employment
- Article 13: Leaves
- Article 14: Release Time
- Article 15: Resident Lounges & Call Rooms
- Article 16: Resident Wellbeing
- Article 17: Grievance Procedure
- Article 18: Arbitration
- Article 19: Health Benefits
- Article 20: Vacation
- Article 21: License Reimbursement & Training
- Article 22: Educational Fund and Scholarly Pursuit
- Article 23: Educational Time
- Article 24: Meals Allowance

Article 25: Parking and Transit

Article 26: Moonlighting

Article 27: Program Closure and/or Reduction

Article 28: Fatigue Mitigation Transportation

Article 29: Uniforms

Article 30: Payroll Deductions

Article 31: Complete Agreement

Article 32: Work Stoppage

Article 33: Salaries

Article 34: Duration & Execution

Memorandum of the Negotiators - Fresno

Execution of Agreement - Fresno

## Article 1: AGREEMENT & RECOGNITION

- A. This Agreement is entered into on the 21<sup>st</sup> day of February, 2023 by and between the Committee of Interns and Residents/SEIU (CIR), hereafter referred to as “Union,” and the University of California San Francisco, School of Medicine, Regional Campus at Fresno, hereafter referred to as “University,” for the period from February 21, 2023 to June 30, 2025,
- B. The Regents of the University of California San Francisco, School of Medicine, Regional Campus at Fresno (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 included within the unit certified by the Public Employment Relations Board in Case No. SF-RR-1024-H for matters within the scope of representation as specified in the Higher Education Employer-Employee Relations Act, including the following titles and title codes:

Title Code	Title
2760 (formerly 2708)	Resident Physician I/Intern
2761 (formerly 2724)	Resident Physician II-VIII
2762 (formerly 2725)	Chief Resident Physician
2763 (formerly 2726)	Resident Physician Subspecialty IV-VIII/Fellow
2764 (formerly 2732)	Other Post-MD Trainee II VIII

1. Employees excluded from the unit are:
  - a. All managerial, supervisory, and confidential employees;
  - b. Chief Residents who are not appropriately in Title Code 2762 (formerly 2725) and Clinical Instructors; and
  - c. All other employees, such as Veterinary, Pharmacy and Dental, Oral and Maxillofacial Surgery Residents, unless within the Title Codes/positions described above.
2. For Residents on rotation at facilities not owned and operated by the University of California San Francisco, School of Medicine, Regional Campus at Fresno, 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.
3. Unless expressly stated otherwise, the term “Resident” in this Agreement is intended to refer to any member of the bargaining unit, including both Residents and Fellows.

## Article 2: ACCESS

- A. 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 during work hours and in non-restricted patient care areas.
- B. The University retains the right to enforce reasonable access rules and regulations in accordance with local procedures, provided such access shall not be unreasonably denied.
- C. Designated union representatives who are not University employees may visit the non-clinical areas in University facilities so long as they are not interfering with the assigned duties and responsibilities of the residents.
- D. The union will furnish the University with a written list of all union representatives and officers who are authorized by the union to conduct union business. This list shall be maintained and updated in a timely manner and any changes, additions or deletions to the list shall be made in writing to the University.
- E. The union shall be granted use of designated general purpose meeting rooms in University facilities to hold events such as, but not limited to, ratification votes, delegation elections and grievance investigations. Such use shall be arranged in advance in accordance with local access rules and regulations and shall not be unreasonably denied. Room reservations shall not be cancelled by the University except where unforeseen circumstances require the room to be used for purposes including but not limited to teaching, patient care-related purposes, or staff conferences. If a reserved room is canceled, the University will attempt to provide a comparable alternative.
- F. The University will also provide access to the library and study rooms so that union representatives can meet with residents in non-patient care areas. Union representatives shall not contact residents in, linger in, or use patient care areas for the purpose of conducting union business.

### Article 3: ANCILLARY STAFFING

- A. Consistent with ACGME requirements, the University will provide support services and develop health care delivery systems to minimize Resident and Fellow work that is extraneous to their ACGME-accredited program(s)' educational goals and objectives, and to ensure that Residents' and Fellows' educational experience is not compromised by excessive reliance on Residents and Fellows to fulfill non-physician service obligations. The University will comply with any changes to these requirements.
  
- B. Alleged violations of this provision article may be grieved up to the Step 2 level but shall not be subject to the arbitration procedure under this Agreement.

Article 4: SEVERABILITY

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

## Article 5: COMMITMENT TO INCLUSIVITY

- A. The University seeks to create a culture of empathy and mutual respect that responds to and affirms the needs of our campus community. By promoting equitable access to education and opportunity and diligently nurturing success, the University seeks to cultivate an environment in which diversity thrives.

The union and University affirm their joint commitment to the Principles of Community which provide, in part, that:

The faculty, staff, students, postdoctoral scholars, trainees, alumni, volunteers, patients, vendors and visitors of the University of California, San Francisco at Fresno represent many diverse characteristics, beliefs, and affiliations. Recognizing this rich diversity, UCSF Fresno seeks to offer all campus community members an equitable, inclusive, welcoming, secure, responsive, and affirming environment that fosters mutual respect, empathy and trust.

To nurture this environment, several principles of community have been established to guide campus life at UCSF Fresno. Adherence to these principles is essential to ensure the integrity of the University and to achieve campus goals of a diverse, open and inclusive community. All are asked to acknowledge and practice these basic principles:

1. We recognize, value, and affirm that our rich diversity contributes to the excellence of the University and enhances the quality of campus life for individuals and groups. We encourage one another to apply our unique talents in creative and collaborative work, take pride in our various achievements and celebrate our differences.
2. We reject all acts of discrimination, including, but not limited to those based on race, ethnicity, gender, age, disability, sexual orientation, gender identity/expression, and religious or political beliefs, as affirmed by the UC Diversity Statement. We commit ourselves to fostering an atmosphere of equity and inclusion.
3. We are committed to providing a welcoming campus environment where each person can benefit from the highest principles of openness and integrity. As a public university, we are committed to transparency in our dealings so that we may engender trust from all of our stakeholders.
4. We affirm the right of freedom of expression within the UCSF community and commit to the highest standards of civility and decency. We are committed to maintaining a community where communication is courteous, sensitive, respectful and never demeaning.

5. We will form a campus infrastructure that is responsive to the needs of our community. We have empathy for others and will establish systems which address the needs of the one and the many.
  6. We affirm that each member of the campus community is expected to work in accord with these principles and to make individual efforts to enhance the quality of campus life for all.
- B. The Union and the University agree to work together to promote diversity, equity, and inclusion.
- C. Diversity, equity, and inclusion shall be a standing topic at quarterly Labor Management Committee meetings.

Article 6: EMPLOYEE LIST AND ORIENTATION

- A. The University shall provide the union with an electronic list of incoming Residents by June 1 each year and a list of Residents who have completed a residency training or fellowship program each academic year on or before August 1.
- B. The list referenced in section A shall include, if available names, personal email, address, phone number, work email address, department, and postgraduate year.
- C. A complete list of employees in the bargaining unit including, if available, names, personal email address, phone number, work email address, department and postgraduate year shall be provided to the Union by November 15 and March 15 of each year.
- D. During orientation for new Residents, the union shall be granted thirty (30) minutes to give a presentation on the union, the benefits of union membership and the collective bargaining agreement. The union shall be provided the use of one information table at or near orientation. The union will be provided with a completed schedule for orientation two weeks in advance or as soon as a completed schedule is available.
- E. During new employee orientation, the union may provide the following materials including but not limited to a copy of the collective bargaining agreement, union membership card, a list of chapter leaders with contact information, as well as any other informational materials related to the union.

## Article 7: EMPLOYEE HEALTH, SAFETY, AND SECURITY

The University will provide a healthy and safe work environment for the Residents and to comply with state and federal health and safety laws.

Pursuant to the ACGME, Participating Sites should provide appropriate supervision of Residents in patient care activities and maintain a learning environment conducive to educating the Residents in the ACGME competency areas. Pursuant to its affiliation agreements with Participating Sites, the University expects Participating Sites to maintain high quality facilities offering the necessary care delivery services associated with that status and necessary for the operation of an effective and high-quality educational program This includes safety and security measures for Residents appropriate to the Participating Sites and following CDC recommendations for isolation and exposure to hazardous substances and conditions, including: infection prevention, radiation and safety practices.

Concerns regarding health and safety issues at non-University facilities should first be brought to the attention of management at those facilities. In addition, or in the alternative, concerns regarding health and safety issues at non-University facilities may be raised with the GME office.

#### Article 8: LABOR MANAGEMENT COMMITTEE

In the interest of fostering a cooperative approach to resolving problems, the Union and the University shall form a labor-management committee made up of no fewer than two (2) representatives of each party. The parties agree that no more than 10 representatives from each party shall participate in a given meeting. However, the parties recognize that bargaining unit members with an interest in the agenda may attend the meetings as non-participatory observers. When the union is aware that non-participatory observers will attend a meeting, the union will provide notice to the University. The union and the University agree to hold labor-management meetings on a quarterly basis upon written request by either party. Additional meetings may be requested by either party, subject to the availability of the committee members. These meetings will occur at a mutually acceptable time, date, and place to discuss issues related to working conditions, facilities and items related to this Agreement. Meeting times may occur outside of normal business hours. The union shall contact University Labor Relations to initiate scheduling of the meetings. Agenda items should be proposed and determined by mutual agreement no later than one week prior to the meeting date.

#### Article 9: 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 10: LIABILITY & MALPRACTICE INSURANCE

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

## Article 11: MANAGEMENT RIGHTS

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

13. To establish, implement and/or modify the educational elements of a trainee program; and

14. To determine and approve a trainee's advancement to the next PGY level.

- 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. This provision is not intended to relieve the University of any obligation to meet and confer over any effects within the scope of representation resulting from action taken by the University with respect to a management right.

## Article 12: 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 13: LEAVES

### 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 required 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. Unless otherwise stated, effective sixty (60) days from ratification of this Agreement 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.
  - e. However, if a Resident on an approved leave under this Article is also eligible for Family Medical Leave (FML) under Article 13, Leaves of Absence, Section D, up to six (6) workweeks of leave shall run concurrently with FML.
  - f. Residents are responsible to make up any missed training time as determined by accreditation or Board standards as interpreted by the Program Director. Any required 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. 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. Effective thirty (30) days from the ratification of this 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 13, 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 no 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.
  - b. "Serious health condition" is defined in Article 13, Leaves of Absence, Section D.2
  - c. "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 13, Leaves of Absence, Section D.2.a – 2.h.

- i. The Resident is required to exhaust their accumulated sick leave and vacation leave prior to receiving any additional paid leave benefits under this section.

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.

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

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. Parent-in-law means the parent of the Resident's spouse or domestic partner.
- c. Spouse means a partner in marriage.
- d. 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.
- e. Grandparent means the parent of the Resident's parent.
- f. Grandchild means the child of a Resident's child.

- g. Sibling means a person related to the Resident by blood, adoption, or by having a common legal or biological parent.
  - h. 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.
  - i. 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

The University shall continue its Employer contribution for the Resident's health insurance coverage benefits as required under the state and federal law.

5. Notice and Certification

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

6. Use of Paid Leave During FML

- a. FML is unpaid unless the Resident uses accumulated paid leave during FML as provided in this Section. All time taken off as FML, whether the Resident is using accumulated paid leave or taking unpaid leave, shall be deducted from the Resident's FML entitlement.
- b. Resident on FML for their own serious health condition shall use accumulated sick leave in accordance with the University's disability plan. Residents not eligible for University disability benefits and who are not on leave due to a work-incurred injury or illness shall use all accumulated sick leave and accumulated vacation leave prior to taking FML without pay.
- c. A Resident on FML to care for a family member with a serious health condition or on FML for Military Caregiver Leave must use their accumulated sick leave and accumulated vacation leave prior to taking FML without pay.
- d. A Resident on FML for parental bonding leave must exhaust their Paid Parental Leave (see Section 13.09 sick leave), and accumulated vacation leave prior to taking FML without pay.

- e. A Resident on FML for Qualifying Exigency Leave may use accumulated vacation time prior to taking FML without pay.

7. Duration of Leave

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

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

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

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.

## I. Sick Leave

Sick leave with compensation is given at the rate of twelve (12) workdays per academic year and will be pro-rated based on appointment start and end dates. Residents and Fellows may attend medical, mental health, and dental appointments during work hours. For non-urgent appointments, schedule arrangements must be discussed/planned in advance with the Program Director or their delegate (as defined by each program). Sick leave does not roll over from year to year. If a Resident is out ill for over three consecutive days, a doctor's note will be required to return to work at the program director's discretion. Any unused sick time will be forfeited at the end of the academic year and is not paid out upon separation from the University. In addition, vacation leave may be used to cover sick leave that exceeds available sick time.

Unless otherwise provided for in Article XIII, sick Leave may be used at the discretion of the resident for unpaid parental leave and unpaid Family Medical Leaves.

J. Bereavement

Residents shall be permitted to use not more than five (5) days of Sick Leave for bereavement purposes.

K. Short Term Disability The University will continue to provide Residents short-term disability benefits at no cost to the Resident.

L. Long Term Disability

The University will continue to provide Residents long-term disability benefits at no cost to the Resident.

Article 14: 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.

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.

#### Article 15: RESIDENT LOUNGES AND CALL ROOMS

Pursuant to its affiliation agreement with Fresno Community Hospital and Medical Center (“CMC”), CMC will provide appropriate call rooms, and adequate and appropriate sleeping and lounge facilities. Concerns regarding these facilities should first be brought to the attention of the clinical learning environment office at CMC. In addition, or in the alternative, concerns regarding these facilities may be raised with the GME office. If necessary, the University will take reasonable efforts to ensure the obligations of CMC under the affiliation agreement.

## Article 16: RESIDENT WELLBEING

A committee on Resident Wellbeing has been established (the LIVE Committee) to serve as an advisory body to the Associate Dean of GME or designee, on wellbeing policies, initiatives, and burnout prevention.

1. The Committee shall consist of no fewer than three Resident members.
2. The University will support the Committee with a budget of \$5,000per academic year. The University acknowledges that it has the same responsibility to address Resident well-being as it does to evaluate other aspects of Resident competence. Residents should refer to the University's Well-Being, Fatigue Mitigation and Monitoring policy for more information on well-being within the ACGME guidelines.

## Article 17: GRIEVANCE PROCEDURE

### A. Definitions and General Provision

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 UCSF 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 UCSF 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 UCSF 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 judgment, and medical knowledge competencies that are necessary to function at the current level of training, advance to the next level or training, or 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 ELR@ucsf.edu. Emailed grievances submitted and/or any responses issued after 5:00pm during regular business days shall be deemed received on the next business day. The University's email server's internal clock shall govern any disputes regarding date and/or time of receipt.

E. Grievance Steps

1. Step I – A formal grievance must be filed in writing on a grievance form mutually agreed- to by the Parties with the UCSF Labor Relations Office. The UCSF 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 UCSF 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 UCSF 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 UCSF designee shall schedule and convene a meeting to discuss the grievance.
  - b. UCSF 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 UCSF 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 18: 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 UCSF 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 maybe 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 or 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 issue(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 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 19: HEALTH BENEFITS

- A. Residents and Fellows and their families are eligible and shall participate in the University's Health insurance plan(s) through the UC PPO (Preferred Provider Organization), or HMO (Health Maintenance Organization), and Dental, Vision, Short Term Disability, Long Term Disability, Accidental Death and Disability, and Life Insurance Plans as described in the individual plan document(s).
  
- B. Eligibility & Cost
  - 1. Enrollment is required during the initial year of appointment for benefits to be effective upon the first date of employment. Changes to the Resident's benefits must be completed in June of each year to be effective the following July, unless the Resident is eligible for a qualified status change, which must be filed within thirty (30) days of the qualifying event.
  
  - 2. Eligibility for coverage is based on the Resident's active status for the academic year beginning each July 1.
  
  - 3. There is no monthly premium cost to residents for the University's HMO health plan; the University pays the premium cost. Monthly premium costs for the University's PPO health plan are \$30 (employee only); \$60 (employee + children or employee + adult); \$90 (family). 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 this section.
    - a. Changes to Monthly Premium Cost: The University will endeavor to continue providing the HMO health plan at no monthly premium cost, and the PPO plan at the cost listed above for residents for the duration of this Agreement. In the event the University proposes to begin charging monthly premiums, the University will provide the Union with ninety (90) calendar days' advance notice of the proposed increase 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.
  
  - 4. 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.

5. The University will offer a Flexible Spending Account (FSA) for qualified medical expenses.
6. Dental insurance shall be paid fully by the University and shall be in accordance with the Dental plan listed in Appendix ??.
7. The University as part of the benefits for the Residents through the Medical plan will explore providing fertility benefits as part of its health plans(s).
8. The University will comply with ACGME requirements with access to mental health resources. Additionally, the University's medical plans are in and shall remain in compliance with Mental health Parity Act, which require mental health visits to be at the same benefit rate as primary visits.

C. Life, Accident, Disability Insurance

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

D. Alterations to Benefit Plans

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 confer concerning the change(s) with the Union. No changes shall be implemented prior to the conclusion of the meet and confer process.

## Article 20: VACATION

- A. Vacation leave with compensation shall be four (4) seven-day workweeks per academic year. (Pro-rated if appointed for less than a full academic year.) A day will be defined as a twenty-four hour period. Vacation time does not accrue from year to year and must be scheduled and taken in the same academic year the vacation is earned. On July 1st, or the first day of employment, each Resident will receive a full vacation allotment of four (4) work weeks as follows:
  - 1. Each Vacation day will be twenty-four hours in length.
  - 2. Vacation may be scheduled in full weekly increments or may be requested by the day, as consistent with each program's written policies.
- B. Vacation leave shall be scheduled by the program pursuant to the program's written policies which will be in compliance with each program's ACGME Program Requirements and/or certifying board requirements. In scheduling vacation, programs should take into account any requests for specific dates or blocks of time by individual Residents, but all parties understand that it may not always be possible to accommodate a Resident's requests.
- C. Upon graduation or separation from a program, any unused vacation time will not carry over to any other University position but will be forfeited.

## Article 21: LICENSE REIMBURSEMENT & TRAINING

### A. License Reimbursement and Required Training

#### 1. General Eligibility

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

- a. 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
- b. 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. Medical License

#### 1. New License

To be eligible for reimbursement for a Post Graduate Training License or Unrestricted California Medical License, including application and processing fees, the issue date of the license must be within the academic year in which reimbursement is sought. Only Fees paid directly to the Medical Board of California for licensure are eligible for reimbursement. Residents are only eligible to receive reimbursement once during the term of their employment.

#### 2. Renewal of License or Transition to Unrestricted License

To be eligible for reimbursement for a license renewal or transition to unrestricted license, the license expiration date must be within the academic year in which reimbursement is sought and an academic year in which the Resident is appointed to a residency or fellowship training program. The resident must also be in good academic standing with the University and the Medical Board of California

### C. USMLE STEP III/COMLEX III

1. To be eligible for reimbursement for USMLE Step III/COMLEX III exam fees, the examination date must occur within the academic year in which reimbursement is sought unless the resident postpones their exam and sends notice of postponement into another academic year and the resident remains in compliance with licensing

requirements at all times.

2. Residents are only eligible to receive reimbursement once during the term of their employment.
  3. Reimbursement is only for fees paid directly to the National Board of Osteopathic Medical Examiners or Federation of State Medical Boards.
  4. In the event that the Resident does not pass the complex III on their first attempt and has to retake the test, the Resident is eligible to apply for reimbursement through their educational fund.
- 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. 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. The University may modify the process for seeking reimbursement with notice to the Union.
- F. Licenses and exam reimbursements under this article are separate from any educational fund reimbursements, under Article XXIV. Residents may seek reimbursement for licenses not covered by this Article from the Education Funds in Article XXIV.

## Article 22: EDUCATIONAL FUND AND SCHOLARLY PURSUIT

### A. Discretionary Expenses

The University shall reimburse eligible Residents for authorized expenses in recognition of educational objectives incurred for events or equipment that are not required but may further the Resident's professional development. Residents should consult the University's Educational Funds Policy for eligibility requirements. For example, Residents beginning after September 15th are not eligible for Educational Funds for that academic year.

1. Residents are eligible for reimbursement for up to \$500.00 each academic year.

Activities and expenses include but are not limited to:

- a. Annual education conference(s) including registration, travel, lodging, food
- b. Textbooks, journals
- c. Exam review materials/courses
- d. Medical equipment
- e. Professional association membership/fees

### B. Travel Expenses for Discretionary Conferences/Presentations

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

### C. Required Events

For scholarly activities on behalf of the University for which the Resident is required to attend by the University, the Resident shall be reimbursed for travel expenses, required materials, registration fees, lodging, and food, subject to the University's travel guidelines. The University may require the Resident to use any portion of the \$500 annual educational allowance, that is not slated to be used by the Resident, for this purpose.

### D. Programs That Provide or Elect to Provide Additional Benefits

Programs may provide additional funds to Residents and Fellows for educational purposes. The University shall not reduce any benefits in place as of the effective date of this Agreement. Prior to making any increases 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 23: EDUCATIONAL TIME

- A. The union and the University recognize that education is a key component of the residency and fellowship programs at the University. Scheduled academic activities, including but not limited to didactics, conferences, courses, simulations, computer training sessions, and orientation days, shall be protected to the furthest extent practicable. During such protected education time, Residents shall be released from clinical duties to the furthest extent practicable.
- B. Alleged violations of this provision article may be grieved up to the Step 2 level, but shall not be subject to the arbitration procedure under this Agreement.

#### Article 24: MEAL ALLOWANCE

- A. Consistent with ACGME program requirements, the University affirms its obligation to ensure that Residents have access to food while on duty, including when on rotation at an affiliated institution. Because affiliated institutions are not owned or operated by the University, the University cannot ensure that Residents are provided free food while on rotation.
- B. Effective July 1, 2023, Residents rotating at Community Regional Medical Center (CRMC) will receive \$600 per academic year (\$50 for each month at CRMC; or prorated if less than a month) for meals at CRMC. This meal allowance can only be used at CRMC and is subject to forfeiture if not used within the time provided by policy.
- C. Programs can 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. Prior to making any reductions to said meal allowances, the University shall provide notice to the union prior to implementation; and upon written request by the union, the University shall meet and discuss the change.

## Article 25: PARKING & TRANSIT

Residents and Fellows who are approved for parking through the Office of Graduate Medical Education are eligible to purchase a University parking permit for use at designated University facilities. Pursuant to its affiliation agreement with CMC, CMC provides parking to Residents at no-cost, for the duration of this agreement.

## Article 26: MOONLIGHTING

Pursuant to ACGME program requirements and University policy, moonlighting is a privilege and is at the discretion of the program director. The program director can deny any moonlighting request for any reason, such as if the Resident is deficient in their training and/or not meeting expectations for their program or if the Resident would violate the eighty (80) hour maximum work week. First year residents (PGY1) are not permitted to moonlight.

Residents should refer to the University's Moonlighting Policy for details on moonlighting.

Resident must be in good standing with the program and must obtain written permission from their program director to moonlight internally and/or externally. Permission will not be unreasonably denied. Each program policy must contain a method for written pre-approval, monitoring (which must include the method for tracking hours), and periodic review. Residents must not be required to engage in moonlighting (internal or external) and this must be clearly stated in the policy. Each program must demonstrate ongoing compliance with clinical and educational work hour requirements. The University will comply with the ACGME requirements regarding moonlighting. Moonlighting is not intended to be a substitute for adequate staffing.

#### Article 27: PROGRAM CLOSURE AND/OR REDUCTION

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 allowing residents already in an affected ACGME-accredited program(s) to complete their education at the Sponsoring Institution, or by making a reasonable effort to assist any affected residents in enrolling in another accredited residency or fellowship training program.

The University will notify all affected Residents and CIR/SEIU of any program reduction or closure as soon as reasonably practicable, but no later than thirty days from the date the decision is made or known.

## Article 28: FATIGUE MITIGATION TRANSPORTATION

The Graduate Medical Education (GME) office offers a fatigue mitigation transportation option to help ensure Residents get home safely when fatigued after work. Reimbursement is available to any Resident that elects to use a transportation service to get home instead of driving their own vehicle while fatigued. Use of service will be monitored.

Residents may utilize the service of their choice (app-based or taxi) for a ride home and then use the service again to pick up their car or return to work the next day. This service is available to use any time a Resident feels fatigued at the end of their shift.

Program directors will be notified if transportation for fatigue is used more than two times a month. This is so that a determination can be made as to the cause of persistent fatigue and if a schedule adjustment needs to be made.

For reimbursement Residents will need proof on the receipt of going to a verifiable home address and round trip from a verifiable UCSF Fresno training site. Residents should consult the University's Well-Being, Fatigue Mitigation and Monitoring Policy for details and restrictions.

## Article 29: UNIFORMS

Except as provided below, The University will provide at no cost to each incoming Resident the following:

- A. White Coats  
Two (2) new long white physician coats in an appropriate size will be issued to each Residents.
- B. Scrubs  
Three (3) clean sets of scrubs shall also be provided to each resident.
- C. Residents in one-year programs will be issued one (1) new long white physician coat and two (2) sets of scrubs.

## Article 30: PAYROLL DEDUCTIONS

### A. Payroll Deductions

#### 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 over payment 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
2. The Union will certify to the University to begin deductions, or stop deductions, and the amount of deductions, for bargaining unit employees.
3. 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.
4. 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.
5. The Union list to be submitted shall include but not be limited to the following:
  - a. Location Code
  - b. Location Name (Campus or Medical)
  - c. Bargaining unit
  - d. Employee Identification Number
  - e. Employee Name (Last, First)
  - f. Action Code (A = Add; C=Change; S=Stop)
  - g. Deduction Amount Dues
  - h. 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 31: COMPLETE AGREEMENT

- 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. Any economic benefits provided by University beyond those set forth in the contract will continue, except that the University may change those benefits upon notice to union; and upon request by the Union the University shall meet and discuss over the decision to change benefits beyond those set forth in the contract. However, upon request the University will meet and confer over any effects of its decision that are within the scope of representation.
- C. Rules regarding Resident work environment are to be governed by the University's House Staff Handbook. To the extent the House Staff Handbook and this Agreement conflict, this Agreement shall control. With respect to matters in the House Staff Handbook within the scope of representation under HEERA, or any other matters within the scope of representation under HEERA but not covered by the Agreement, the University shall provide notice to the union of the proposed changes at least thirty (30) days prior to their proposed implementation. The parties shall undertake negotiations regarding the proposed changes if the union makes a request to negotiate with the University within fifteen (15) calendar days of the date of the University's notice.
- D. With respect to matters not within the scope of negotiations under HEERA, but which will have a reasonably foreseeable impact on the working conditions of a substantial number of residents in the bargaining unit, the University shall provide notice to the union of the proposed changes at least thirty (30) days prior to their proposed implementation. The parties shall undertake negotiations on the impact of the proposed changes if the union makes a request to negotiate with the University within fifteen (15) calendar days of the date of the University's notice.

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 32: WORK STOPPAGE

- A. The parties agree that all Residents and Fellows are essential to public health and safety while providing direct patient care. 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 33: SALARIES

- 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 7.

1. Residents and Fellows may not be paid at a rate lower than the published salary scale. However, Residents and Fellows may be paid above scale at the sole discretion of their Department and in accordance with established institutional practice.
2. Residents and Fellows identified as 'Chiefs', not inclusive of 'Administrative Chiefs', shall be paid an additional stipend of \$(Under Review) per month.

### B. Lump Sum Payment

Upon ratification of this Agreement by the University and CIR, residents and fellows who have been employed for at least 3 months on the date of ratification will receive a lump sum payment of \$1000. Upon the first-year anniversary of this agreement, Residents will receive a lump sum payment of \$1000. Upon the second-year anniversary of this agreement, Residents will receive a lump sum payment of \$1000.

The University will also pass through any Worker Retention Payments paid by the State of California as part of the S.B. 184. Eligible Residents are Residents that meet the healthcare worker retention bonus eligibility as defined by the California Department of Public Health. The payment shall be made as soon as reasonably practical after the date of Ratification of this collective bargaining agreement. As part of the University's efforts to obtain these retention payments for its employees, the University paid eligible Residents a \$500 bonus in December 2022.

### C. SALARY INCREASES

1. Effective July 1, 2022, the University shall increase salaries by 6%
2. Effective July 1, 2023, the University shall increase salaries by 5%
3. Effective July 1, 2024, the University shall increase salaries by 5%.

Article 34: DURATION & EXECUTION

- A. The terms and conditions of this Agreement shall remain in full force and effect commencing February 21, 2023 and will continue in effect up to and including June 30, 2025. This Agreement shall be automatically renewed and extended year to year and thereafter without additions, changes or amendments, unless either party serves notice in writing to the other party no less than ninety (90) days before the end of the duration term to change, amend or add to this Agreement.
  
- B. The foregoing agreement between the Committee of Interns and Residents/Service Employees International Union (CIR/SEIU) Local 1957 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.

UNIVERSITY OF CALIFORNIA

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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

**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:

For CIR/SEIU (Union):

DocuSigned by:  
  
944AC25440474DA...

Tim Yeung, Chief Negotiator

Allen Mayne, Chief Negotiator

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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**

**COMMITTEE OF INTERNS AND  
RESIDENTS / SEIU**

COS Henderson on  
behalf of VP Lloyd

DocuSigned by:  
*Dianna Henderson*  
5DFF75B78EE84FD...

**CHERYL LLOYD**  
Vice President,  
Systemwide Human Resources

*Allen Mayne* 

**ALLEN MAYNE**  
Chief Negotiator,  
Committee of Interns and Residents/  
SEIU

DocuSigned by:  
*Melissa Matella*  
44C7B365095244F...

**MELISSA MATELLA**  
Assistant Vice President,  
Systemwide Employee and Labor  
Relations

*Susan Naranjo*

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