

Collective Bargaining Agreement

Between

UCSD Health

San Diego House Staff Association (M6)

and the

Committee of Interns and Residents/SEIU

July 1st 2021 – June 30th, 2024

Committee of Interns and Residents (CIR)

National Affiliate of Service Employees International Union (SEIU)

The Committee of Interns and Residents/SEIU (CIR/SEIU) represents over 40,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California, New Mexico, Illinois, Vermont, Pennsylvania, Washington, Rhode Island, Delaware, Minneapolis Collective bargaining agreements covering both public and private sector hospitals.

Founded in 1957, CIR/SEIU is affiliated with the Service Employees International Union (SEIU), a 2.1 million member union in the U.S., Puerto Rico and Canada including 1,000,000 members in the healthcare field.

This collective bargaining agreement, negotiated by CIR/SEIU members at UCSD Health (San Diego House Staff Association (M6), provides for salaries, leave time, a due process procedure in disciplinary cases, a grievance procedure, and other issues of concern to Housestaff.

Know your rights and benefits – read your CIR contract!

Committee of Interns and Residents/SEIU

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UCSD Health
San Diego House Staff Association (M6)
Successor MOU
July 1, 2021 – Jun 30, 2024

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Article 1

Academic Due Process

And

Non-Academic Grievance Procedures

1.1 Academic Due Process

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

(B) Academic and Clinical Actions: Decisions or judgments by the University related to all academic and clinical matters 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 UCSDH HOPPD. Academic and/or Clinical decisions and academic and/or administrative actions shall only be subject to review as provided under the UCSDH HOPPD.

1.2 Non-Academic Grievance

(A) Definitions

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

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

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

(iv) Representation: A House Staff Individual shall be entitled to a single representative in any steps of the grievance and arbitration procedure. In the event a House Staff Individual elects a non-union representative, the University shall provide a copy of any final resolution or settlement to the union upon the conclusion of the matter as described herein unless such matter is deemed confidential between the parties. No settlement reached with a non-union representative may be precedential. Only the Union may submit a grievance for arbitration.

(B) Formal Grievance Elements

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

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

(ii) The name of the House Staff Individual(s) associated with the alleged violation;

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

(iv) The date of the alleged violation;

(v) A description of how the grieving party (Association or House Staff Individual) was adversely

affected; and

(vi) The requested remedy.

(C) Time Limits

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

(ii) The date of filing shall be the date the grievance is received by the UCSDH Office of Labor Relations. The Steps provided in this Article may be skipped upon mutual agreement of the parties. Any deadline date to hold a meeting under this procedure that falls on a Saturday, Sunday or University Holiday shall be continued to the next business day. Grievances submitted to the Health Labor Relations Office after 5:00pm will be deemed to have been received on the next business day. The extension of the deadlines in this Article may be extended upon mutual agreement of the parties.

(D) Use of Email

Grievances must be filed via email, with delivery receipt, addressed to the other party's official email address(es) for all formal notices and responses required. Such documents shall be sent to the Association at the following email address(es): sdhsa@health.ucsd.edu and SDHSA@cirseiu.org .
Additional SDHSA email addresses can be added upon mutual agreement between the parties. The University's official email address for this purpose is hs-laborrelations@health.ucsd.edu. The Parties' official email addresses may be changed upon thirty (30) days written notice to the other party. Emailed grievances submitted after 5:00pm, 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) Confidential Nature of Grievance Proceedings

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

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

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

1.4 Non-Academic Grievance Steps

(A) Step I: Informal Resolution

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

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

(iii) A meeting with the parties shall be scheduled within fifteen (15) calendar days of the receipt of the "Informal Grievance." The meeting will be attended by persons with authority to resolve the matter(s) and/or issues(s).

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

(B) Step II: Formal Grievance Procedure

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

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

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

(C) Step III: Arbitration

The Association may appeal a formal grievance by requesting arbitration between the parties. A request for arbitration may be made only by the Association and only after exhaustion of the grievance procedure.

(i) The Association 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: hs-laborrelations@health.ucsd.edu.

(ii) 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.

(iii) The time limits contained herein may be extended by mutual agreement of the parties in writing.

(iv) Following the Association's appeal to arbitration, the parties shall meet within fifteen (15) calendar days from the date the University receives the appeal to select an arbitrator.

(v) In the event the parties are not in agreement on the selection of an Arbitrator, each party shall submit a list of three (3) potential arbitrators for a total of six (6). The parties will take turns striking one name off the list until one (1) remains; the remaining arbitrator shall be appointed as the designated arbitrator for the case. The parties will seek to mutually agree on which party shall execute the first strike from the arbitrator pool. If the parties are unable to agree on which party will strike the first name, the parties shall flip a coin to designate the first moving party.

(vi) The scheduling of the arbitration hearing must be accomplished no later than sixty (60) calendar days from the date the arbitrator is selected.

(vii) 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.

(D) Arbitration Process:

(i) The arbitration proceeding shall provide an opportunity for the Association 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.

(ii) The arbitrator may not admit settlement offers as evidence at the arbitration hearing.

(iii) 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. In the event the parties are unable to stipulate to the issue(s) presented, each side shall be permitted to submit their requested issue(s) presented and the Arbitrator shall have final decision making authority over what issue(s) will be addressed in the arbitration.

(iv) Settlement proposals may be offered at any stage prior to or during arbitration.

(v) The arbitration hearing shall be closed to the public, unless the parties otherwise agree in writing.

(vi) 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.

(vii) 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.

(E) Scope of Arbitration

(i) Unless there is an agreement by both parties to modify the scope of the arbitration, the issues(s) to be heard by the arbitrator shall solely be restricted to the Article(s) filed with the grievance. Issues or allegations which were known or should have been known to either party but not introduced by Step II of the Grievance Procedure shall not be introduced by either party at the arbitration.

(ii) 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.

(F) Arbitrator's Authority

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. To the extent that the University's action is based upon academic or clinical judgment, the arbitrator shall have no authority or jurisdiction to substitute his/her judgment for that of the University. Furthermore, the Arbitrator shall have no authority to order the University to advance an employee or trainee to the next level of training nor to be assessed as eligible for graduation, board certification and/or the ability to practice independently.

(G) Decision and Remedy

(i) If the grievance is sustained in whole or in part, and subject to the limitations set for in the paragraph below, the remedy shall not exceed restoring to the House Staff Individual 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.

(ii) 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.

(iii) The arbitrator shall have no authority to award time-in-lieu of training or to extend the time limits for program completion.

(iv) The arbitrator shall have no authority to award back wages or other monetary reimbursement, nor shall the University be liable on a grievance claiming back wages or other monetary reimbursements for:

1) Any period of time during which an extension of time limits has been granted by the employer at the request of the Association; or

2) Any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing, when the first date is rejected by the Association; or

3) Any period of time greater than thirty (30) calendar days prior to the date of the informal review, Step 1 of the grievance procedure.

(v) Upon the request of either the University or the Association, the arbitrator shall retain jurisdiction if there are disputes concerning an award of retroactive pay (and/or benefits).

(H) Release Time and Pay Status

(i) Whenever an arbitration hearing or a meeting convened to resolve the arbitration is scheduled during the regular work time of a House Staff Individual who is a grievant, representative, or witness, reasonable release time with pay shall be granted to such Individual(s) involved so long as a written request for release time is received at least 24 hours in advance.

(ii) When arbitrations or meetings occur outside a House Staff Individual's scheduled work time, no release time shall be granted.

(iii) Time spent in investigating and preparation for arbitration shall not be on pay status.

Article 2

Administrative Reports, Employee List & Orientation

2.1 Employee Lists

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 aforementioned lists shall include, if on file with the employer, names, personal email address, phone number, UCSD email address, anticipated department and designated pay level.

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

d. UCSDH agrees to maintain the SDHSA@health.ucsd.edu email account and SDHSA has the right to use the University's email system for reasonable communications with House Staff regarding SDHSA business. UCSD shall make best faith efforts to quickly address concerns raised by SDHSA regarding emails that are not delivered.

2.2 Orientation

a. During GME General Orientations for new House Staff, 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 must be provided with a schedule of the general orientations thirty (30) days in advance.

b. A list shall be provided to the union by August 15 of House Staff who were not scheduled to attend or did not attend the general orientations.

c. During new employee orientation, the Union may provide the following materials including but not limited to: copy of the collective bargaining agreement, union membership election card, a list of SDHSA Board Members with contact information, as well as other informational materials related to the union.

Article 3
Association Rights

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

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

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

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

The SDHSA will collect and submit the appropriate Membership dues and deduction information to Payroll via email (hcpayroll@health.ucsd.edu), with an electronic copy sent to the Office of Labor Relations (hs-laborrelations@health.ucsd.edu), for processing as provided in Article 26 herein.

3.5 All notices to the Association as required herein shall be communicated electronically to the Association at the SDHSA email account at SDHSA@health.ucsd.edu in writing and shall be sent to, at the minimum, the then current as last designated by the Association in writing, SDHSA's official email account or such other email as SDHSA may designate by notice to UCSD Health Labor Relations at HS-Laborrelations@health.ucsd.edu.

Article 4
Benefits

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

4.2 House Staff represented by SDHSA shall be eligible to participate in the University of California's sponsored House Staff Flexible Spending Account (FSA) program. Information for the FSA can be found on the UCOP Resident's information page: https//www.ucresidentbenefits.com

4.3 SDHSA shall be given at least thirty (30) calendar days' advance notice of the University's intent to change, modify, eliminate, or in any way alter, in whole or in part, any of the benefits referenced above.

4.4 The notice referenced in 4.3 above shall be sent via email to the SDHSA at the official SDHSA email address on file with the Office of Labor Relations.

4.5 The notice referenced in 4.3 above shall contain a summary description of the proposed change(s), a description of actual and potential effect on Represented House Staff (if known) and include any documentation supporting the changes(s).

4.6 SDHSA shall notify the Director of Labor Relations, within thirty (30) calendar days of the date of receipt of the notice referenced in 4.3 above, of the Association's intention to meet and discussthe proposed change(s) and/or meet and confer regarding the anticipated effects of the proposedchange(s).

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

4.8 House Staff shall be provided disability coverage to the extent provided in the University of California Residents Benefits package(s) as administered on behalf of the University.

Article 5
Compensation

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

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

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

5.4 The placement of House Staff on the PGY Pay Scale shall be based on the Resident's appropriate PGY as determined by the GME Office and the prerequisites for the appointed training role. When determining the PGY Pay Scale placement for represented House Staff, UCSDH GME may consider the following non-exhaustive list of factors:

- House Staff should be placed at PGY pay levels commensurate with their completed years of relevant training program requirements and completed years of program relevant research at the direction of their UCSDH training program.

- House Staff who, during the term of this Agreement, successfully complete their program requirements for their appointment year, and are reappointed to serve for a subsequent program year in their particular program, should be advanced to the next PGY salary step in that program.

5.5 a) The University will increase salary rates for year 2021-2022 (FY22) for the classifications covered by this Memorandum of Understanding to an amount equal to 2020-2021 UCSDH PGY Salary Scale* plus 6%, and will provide a lump sum payment for the FY22 housing stipend equal to an annualized amount of $8,000.00 (less $3,000 in light of the payment issued in Fall 2021).

(Attached hereto as Exhibit A)

(b) The University will increase PGY salary scale rates for year 2022-2023 (FY23) for the classifications covered by this Memorandum of Understanding to an amount equal to 2021-2022 UCSDH PGY Salary Scale plus a one-time upward adjustment to the base wage rate equal to $9,000 (accounting for the elimination of the housing stipend from this contract and into the future) plus an additive 4% ATB increase to that adjusted higher level scale.

(c) The University will increase salary rates for year 2023-2024 (FY24) for the classifications covered by this Memorandum of Understanding to an amount equal to the 2022-2023 UCSDH PGY Salary Scale plus a one-time upward adjustment to the base wage scale equal to $1,000 (again, accounting for the elimination of the housing stipend from this contract and into the future) plus an additive 4% ATB increase to that adjusted higher level scale.

5.6 House Staff who are appointed as Chief Resident in Title Code 2738 will receive a stipend equal to $75 per month in addition to their regular PGY salary while in the required title code.

5.7 Ratification Lump Sum Payment: Upon verification of ratification of this successor MOU, the University will provide each House Staff individual covered by this MOU a one-time lump sum payment in an amount equal to $1,700. This one-time lump sum payment will be provided to the recipients in the February 2022 payment.

* For academic year 2021-22, the PGY salary scale increase shall be implemented within sixty (60) days of ratification of this agreement with an effective date of December 1, 2021.

** For academic year 2021-2022, the $8,000 annualized lump sum Housing Stipend payment (less the $3,000 already paid in Fall 2021), will be paid in a lump sum payment in the February 2022 payment.

*** In order to be deemed eligible to receive any of the lump sum payments detailed in this MOU, a House Staff individual must be active in a trainee appointment at the time of the ratification of this agreement and at the time of any payment called for in this agreement.

Article 6
Definitions

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

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

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

6.4 “SDHSA Members” shall refer to persons who are current Members of the Association.

Article 7

Education Stipend

7.1 UCSD will provide an Educational Stipend in the amount equal to seven hundred and fifty dollars ($750) per Represented House Staff individual during the academic years of 2021-2022, 2022-2023, and 2023-2024.

7.2 Represented SDHSA House Staff individuals shall be paid the Educational Stipend noted in Section 7.1 by October 1* of each academic year covered by this Agreement. In order to be eligible for the stipend, the Represented House Staff individual must be active in the payroll system as of September 1 of the contract/academic year.

*For academic year 2021-2022, this payment shall be processed within ninety (90) calendar days following ratification of this Agreement by the parties

New Article 8

Fatigue Mitigation Transportation

8.1 House Staff are eligible to participate in the UC San Diego Health Fatigue Mitigation Transportation Policies/Programs. UCSDH GME has existing policy "GME-021 – Taxi Service For House Officers." In the event a House Staff is too fatigued to drive home safely at the end of a shift, House Staff are eligible for transportation services under this policy and would be eligible for reimbursement of actual costs for round-trip transportation to their verifiable home address from their worksite.

8.2 As an alternative to utilizing the Fatigue Mitigation Transportation Policy option, House Staff may also sleep in an available call room until able to drive safely.

Article 9
Holidays

9.1 The recognized University Holidays are as follows:

- New Year's Day
- Martin Luther King Jr. Day (Third Monday in January)
- President's Day (Third Monday in February)
- Cesar Chavez Day
- Memorial Day (Last Monday in May)
- Juneteenth
- Independence Day (4th of July)
- Labor Day (First Monday in September)
- Veteran's Day (November 11)
- Thanksgiving Day
- Friday following Thanksgiving Day
- December 24 (or announced equivalent)
- December 25
- New Year's Eve (or announced equivalent)

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

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

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

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

Article 10
House Staff Representatives

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

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

Article 11

Housing Stipend

11.1 Upon ratification of the successor MOU between the parties covering program years 2021-2022 through 2023-2024, the housing stipend shall be eliminated from this agreement as of June 30, 2022, and shall no longer be provided as a separate stipend payment. A final lump sum housing stipend payment for FY22 is documented in Article 5 of this MOU.

11.2 As part of the successor MOU, the parties have agreed to the elimination of the housing stipend now and into the future, and have provided substantial increases to the House Staff PGY Salary Scale that accounts for and incorporates regional cost differentiations associated with the UC San Diego location. It is the intention of the parties that no future housing stipend will be provided in light of the increases incorporated herein.

Article 12
Labor/Management Meetings

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

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

Article 13
Lactation

13.1 In accordance with UCSD policy, and procedure, and prevailing law, UCSD provides all employees who are nursing mothers with a private space and a reasonable amount of time to express milk.

Lactation information and support can be found on the UCSD BLINK website for all employees at https://blink.ucsd.edu/HR/services/support/family/expectant/lactation/index.html

UC Policy PPSM 84: Accommodations for Nursing Mothers
https://policy.ucop.edu/doc/4000609/PPSM-84

Article 14

Leaves of Absence

A. VACATION

House Staff shall be credited with one hundred and sixty (160) hours of Vacation Leave upon the start of a program year. Due to the complexities of rotation schedules for House Staff in various training programs, twenty-eight (28) calendar days or one (1) calendar month will be given as Vacation time off. A part-time House Staff individual receives the proportionate amount, based on the percent and duration of the appointment.

House Staff shall not be expected to engage in work-related duties during vacation.

- Vacation Leave shall be requested by the House Staff individual in writing and scheduled with the agreement of the Program Director or his/her designee.
- Vacation Leave may be scheduled in full or may be split depending upon the requirements of the training program and the written requests of the House Staff individual.
- Requests shall not be unreasonably denied.
  To the extent allowed by the training requirements of the program, Vacation Leave will be granted in accordance with House Staff requests.
- Changes in the Leave schedule may be initiated by the Program Director when required by department activities. The Program Director shall endeavor to give advance notice of any change.
- House Staff wishing to make a change in the posted Leave schedule must submit a written request. Approval of such requests is subject to the staffing requirements of the training program and the discretion of the Program Director or his/her designee.
- Vacation Leave must be taken during the period of appointment unless an exemption is granted to the department by the Associate Dean for Graduate Medical Education.

B. PROFESSIONAL LEAVE

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

C. SICK LEAVE

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

- House Staff shall not be required to make up sick time beyond that which would be requiredto satisfy Board and ACGME requirements for graduation and the ability to enter into autonomous practice.

D. SICK LEAVE-FAMILY ILLNESS AND BEREAVEMENT

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

E. PERSONAL LEAVE OF ABSENCE

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

F. PREGNANCY/CHILDBEARING DISABILITY LEAVE

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

a House Staff individual's entitlement to up to four (4) months of Pregnancy Disability Leave. At the conclusion of the Pregnancy Disability Leave (or earlier upon the House Staff individual's request if that request is consistent with the advice of the House Staff individual's health care provider), the House Staff individual will be returned to their original position and/or duties.

G. PARENTAL LEAVE

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

H. PAID PARENTAL BONDING LEAVE

- A House Staff individual shall be provided a one-time grant of up to four (4) weeks of paid leave to bond or care for a newborn child/children or in the event of a placement of a child/children with a House Staff Individual through adoption or foster care.
- This one-time grant of up to four (4) weeks of paid Parental Bonding Leave will be at 100% of the wage/salary scale of the House Staff Individual at the time of the birth or placement.
- Any such request to use paid Parental Bonding Leave must be concluded within twelve (12) months from the date of the birth or placement of the child.
- When possible, a House Staff Individual shall request paid Parental Bonding Leave at least four (4) weeks in advance of the use of the time off.
- In the event the House Staff Individual seeks to use this paid Parental Bonding Leave and that individual is otherwise qualified for FMLA/CFRA, the paid Parental Bonding Leave shall run concurrently to the twelve (12) weeks of FMLA/CFRA leave provided under the law.

I. FAMILY AND MEDICAL LEAVE

- Family and Medical Leave is provided for an eligible House Staff individual's serious health condition, or the serious health condition of the House Staff individual's child, spouse, domestic partner, parent, sibling, grandparent, or grandchild in accordance with applicable Federal and/or State law, including the FMLA and the CFRA, or to bond with the House Staff individual's newborn, adopted or foster care child in accordance with State and Federal law in effect at the time the leave is granted.

  A House Staff individual is entitled to up to twelve (12) workweeks of Family and Medical Leave during the calendar year, provided that:
    - The House Staff individual has at least twelve (12) cumulative months of University service (all prior University service shall be used to calculate the 12-month service requirement); and

- The House Staff individual has worked at least 1,250 actual hours during the twelve (12) months immediately preceding the commencement date of the leave.
- Family and Medical Leave is unpaid leave, except under the following circumstances:
  - Accrued/advanced Vacation Leave (for the specific academic year) may be used at the House Staff individual's option before taking leave without pay.
  - In addition, up to thirty (30) days of accrued Sick Leave per year may be used as salary replacement for Family Illness Leave.
  - All paid time off used for Family and Medical Leave shall be deducted from the twelve (12) workweek Family and Medical Leave maximum.

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

J. LEAVE FOR WORK-INCURRED DISABILITY

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

K. MILITARY LEAVE

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

L. JURY DUTY

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

Article 15
Malpractice

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

15.2 The University shall include House Staff under the University's self-insurance program with l limits at or above ($1 million individual/$3 million aggregate) for the liability of the House Staff while acting in the performance of his/her duties or in the course and scope of his/her appointment. Claims made after termination of training will be covered if based on acts or omissions of the House Staff within the course and scope of her/her training appointment. House Staff must agree to comply with Medical Center policies and cooperate as requested by UCSD Health. Liability coverage will be provided for the House Staff on rotations outside UCSD Healthcare System provided such rotation or activity has been approved or mandated by the program. Liability coverage is not provided by the University with respect to a House Staff's acts or omissions outside the course and scope of the House Staff's training appointment and assigned Program duties.

Article 16
Management Rights

16.1 Management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, the Association agrees the University has the right to establish, direct and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals; to manage the hospitals, laboratories, clinics, offices, and other facilities and operations in which House Staff represented by SDHSA covered by this Agreement work; to establish and administer procedures, rules and regulations, and direct and control University operations; to alter, extend, or discontinue existing equipment, facilities, and location of operations; to determine or modify the number, qualifications, scheduling, responsibilities and assignment of House Staff; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to determine the content of performance evaluations and the processes and criteria by which performance is evaluated; to establish and require House Staff represented by SDHSA to observe University rules and regulations; to discipline or dismiss House Staff; to establish or modify calendars; to schedule hours of work; to recruit, hire, or transfer; to subcontract all or any portion of any operations; and to exercise sole authority on all decisions involving academic and patient care matters.

16.2 Decisions regarding academic and patient care matters will be made at the sole discretion of the University and are outside of the scope of bargaining.

16.3 The above list of management rights is not exhaustive and does not exclude other management rights not specified herein, nor will the exercise or non-exercise of rights constitute a waiver of any such rights by the Administration.

16.4 No action taken by the Administration with respect to a management right will be subject to any grievance or arbitration procedure or collateral suit, unless it violates an express written provision of this Agreement.

Article 17
Meal Allowance

17.1 Residents and Fellows shall receive a meal allowance equivalent of $100/month in FY 21-22*; $150/month equivalent in FY 22-23; and $200/month equivalent in FY 23-24. This meal allowance funding is for use in UCSDH cafeteria facilities, meal vending machines, and coffee shops where the UCSDH "EATS" system is accepted.

17.2 The meal allowance will be credited annually through the UCSDH "EATS" system at the start of the program year and will have a daily spending cap not to exceed $30. Meal allowances cannot be used to make "bulk" purchases. Any remaining balance in a House Staff individual's "EATS" account on the last day of an individual's appointment and/or at the end of a program year shall be cleared out and not carried over to another program year.

17.3 Nothing in this article shall entitle any individual to a credit and/or cash out of any amounts available in their respective "EATS" account upon termination or completion of their program or appointment. Nothing in this article shall be construed to require or imply the continuation of the annual "EATS" credit into a program year following the expiration of this agreement. The University reserves the right to modify the "EATS" system at its discretion.

* For Program Year 21-22, following ratification of the successor MOU, a prorated amount of the annual meal allowance effective December 1, 2021, will be credited to House Staff Individual's EATS account within sixty (60) days from the date of ratification.

Article 18
Moonlighting

18.1 Each training program must have a moonlighting policy, which specifies whether ACGME covered trainees in that program are allowed to moonlight. Individual programs may prohibit moonlighting by ACGME covered trainees in their program, as per ACGME requirements.

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

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

The University will comply with the ACGME requirements regarding moonlighting for all ACGME covered trainees.

Article 19
No Strikes, No Lockouts

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

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

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

Article 20
Parking

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

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

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

20.4 House Staff covered individuals will be permitted to park without a parking permit in the designated parking space located in the lot opposite the Hillcrest Medical Center's Front Street Entrance (corner of Front and Arbor) for a period of time not to exceed thirty (30) minutes. An alternative short-term parking spot can be established if this parking space is not accessible.

Article 21
Professional Fees

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

1. The Resident or Fellow must be appointed through the Office of Graduate Medical Education in a residency or fellowship training program for the relevant academic year; and
2. The Resident or Fellow must have an active appointment on the date payment was/is made to the Medical Board of California (MBC) or Osteopathic Medical Board of California (OMBC); or
3. Newly appointed Residents or Fellows, who pay license fees and/or USMLE Step III/COMLEX Step III fees and have taken the exam in preparation of their academic appointment, and who have not been reimbursed by another institution, will also be eligible for reimbursement upon commencing active appointment upon issuance of the license.

(i) All requests for reimbursement for license fees for newly appointed Resident and Fellows must be submitted no later than thirty (30) days following the issuance of the license or within thirty (30) days from the start of the program year, whichever occurs later.

(ii) All requests for reimbursement for USMLE Step III/COMLEX Step III fees for newly appointed Resident and Fellows must be submitted no later than thirty (30) days following the date of the exam or within thirty (30) days from the start of the program year, whichever occurs later.

B. California Medical License

1. New License
   a. To be eligible for reimbursement for a Post Graduate Training License or an 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 (however, those fees paid consistent with Section A.3 above would be eligible for reimbursement consistent with the provisions of that section) and the license issued must be for use within an academic year in which the Resident or Fellow is appointed to a residency or fellowship training program.
   b. Only those fees paid directly to the Medical Board of California for licensure are reimbursable. Residents and Fellows are only eligible to receive reimbursement once during the term of their academic appointment.

2. Renewal of License

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

b. UCSD Health will only reimburse trainees for license renewal if the license expires during their appointment at UCSD. UCSD Health will not reimburse a trainee for renewing a license that expires after completion of their training program or after termination of appointment from UCSD.

C. USMLE Step III/COMLEX Step III

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

D. Reimbursement Process

1. Subject to Section A.3 above, Residents and Fellows may submit documentation for reimbursement of the full costs for new or renewed license or USMLE Step III/COMLEX Step III exam fees consistent with the above requirements. Residents and Fellows must provide documentation of any costs incurred for which they seek reimbursement, along with submitting a completed request for reimbursement form. Reimbursement forms shall be provided and processed by University/GME administration. The University/GME may modify the process for seeking reimbursement with notice to the Union.
2. Documentation of costs incurred for a new or renewed license, must be submitted within thirty (30) calendar days of the issuance of the license or the renewal of the license. * For USMLE Step III/COMLEX Step III fees, reimbursement documentation must be submitted within thirty (30) days from the date of the exam.
3. In no event shall any reimbursement be provided after separation from employment/appointment. All requests for reimbursement must be submitted no later than thirty (30) days prior to the end of an academic/program year.
4. For purposes of this Agreement, an academic/program year begins on July 1 and ends on June 30.
5. Reimbursements cannot be accrued or deferred to a following academic/program year.

E. Reimbursement Amounts

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

* For academic/program year 21-22, reimbursement for new or renewed license, or USMLE Step III/COMLEX Step III fees must be submitted within thirty (30) calendar days from the date of ratification of this Agreement, provided however, that the provisions of Section D.3 still apply.

Article 22

Program Closure

22.1 In the event of a program termination, closure or transfer, or reduction in size of a residency program, whether temporary or permanent, UCSD will follow the ACGME guidelines and will assist affected House Staff with obtaining enrollment in other accredited programs.

Article 23
Recognition

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

2709 Resident Physician I
2723 Resident Physician II-IX
2738 Chief Resident Physician
2736 (formerly 2726) San Diego Medical Fellows (in ACGME Accredited programs)
2733 (formerly 2732) Other Post-MD Trainee (non-accredited programs)

*Title Code 2732, including “Chief Residents of Medicine,” “Chief Residents of Pediatrics,” and individuals ineligible for licensure under state guidelines classified as “2111” as a subset under the 2732 Title Code series are not represented by San Diego House Staff Association.

23.2 Residents and Fellows enrolled in an ACGME accredited training program who pursue training in a non-ACGME accredited research year shall continue to remain represented by the SDHSA in accordance with the designated title codes above.

23.3 Individuals in the bargaining unit as defined in Article 23 sections 23.1 and 23.2 shall herein be defined as “House Staff.”

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

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

23.6 Except as provided herein, neither party will have any duty to meet and confer for the purpose of modifying terms and conditions to the Agreement.

23.7 If the SDHSA believes that some action, lack of action, event or change of UC policy has significantly affected a non-academic provision of this Agreement or non-academic right derived therefrom, the SDHSA may seek redress through the informal review process or through the formal grievance procedures outlined within this Agreement.

Article 24
Release Time

House Staff Orientation

Upon reasonable advance request, and subject to operational needs of the University, for each new House Staff orientation session, up to two (2) SDHSA Members shall be granted up to two (2) hours of release time to attend orientation.

SDHSA must submit the request for orientation related release time to the UCSD Health Labor Relations and GME Offices when requesting release time under this provision.

Conferences & Hearings Etc.

Upon reasonable advance request, for each agreed upon or scheduled: "Meet and Confer" or "Meet and Discuss" conference; PERB or other tribunal conference and/or hearing; Grievance Meeting, Article 19 Meeting or other agreed upon conference between the University and the SDHSA to discuss matters within the scope of representation, up to two (2) SDHSA Members shall be granted release time subject to the operational needs of the University.

SDHSA must submit the request for Conference & Hearings related release time to the UCSD Health Labor Relations and GME Offices when requesting release time under this provision.

CIR National Convention

Upon advance request, elected CIR delegates and shall be granted release time to attend CIR's annual convention subject to the operational needs of the University.

CIR Executive Committee

Upon advance request, any union member elected or appointed to CIR's Executive committee shall be granted release time to attend the aforementioned committee's quarterly meetings subject to the operational needs of the University.

The University will reasonably consider each request and notify the requesting party whether such request is approved within one (1) week of receipt.

Article 25

ACGME Guidelines Regarding Clinical and Education Work Hours

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

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

*University reverts to June 10 proposal:
If the parties are unable to reach an agreement on modifications, the University proposes current contract language (CCL).

Article 26
SDHSA Dues and PAC Deductions

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

26.2 SDHSA may change the amounts to be deducted from represented House Staff members pay once per calendar year. Any annual changes in the amounts to be deducted for SDHSA dues or initiation fees shall be certified to the UCSDH Director of Labor Relations, in writing, at least forty-five (45) calendar days prior to the effective date of such change. The Union shall be responsible for all reasonable initial and ongoing costs associated with setting up and maintaining Dues deductions and any additional check off for payroll deduction, including costs associated with any programming changes related to said deductions.

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

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

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

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

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

26.8 If the University's error resulted in dues deductions less than the correct amount, the University shall withhold additional required deductions to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions shall not exceed two (2) times the normal dues amount in any given pay period.

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

26.10 The University agrees to honor political action committee (PAC) deduction authorization from House Staff who are union members. The Union will provide the University office of Health Labor Relations with a list of union members who elect to make PAC contributions via an Excel (*.xls) spreadsheet. The House Staff Member must be an active dues paying member for this deduction to occur. The Union shall be responsible for any reasonable initial and ongoing costs associated with setting up and maintaining this additional check off for payroll deduction, including costs associated with any programming changes related to said deductions. All PAC deductions must be for a fixed, whole dollar amount and shall not be for a single, one-time deduction.

26.11 Political Action Committee Collections (PACC) shall be remitted to the Union on a monthly basis, less any processing charges. Implementation of a PAC deduction will be effective on the first of the month following a sixty (60) day notice of receipt of the House Staff Member’s authorization to add or withdraw.

26.12 The Union agrees to indemnify and hold the University harmless from any and all claims and any and all liability associated with any withholding or transmitting of Dues and PACC monies. The Union further agrees to refund to all Dues Payers and/or PAC contributors any overpayment or money received in error, including the University should that entity be deemed the party owed the refund, by the Union pursuant to this Article through error or oversight on the part of the University.

Article 27
Change in Law/Severability

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

Article 28
Term of Agreement

28.1 This Memorandum of Understanding ("MOU") will cover the time period of July 1, 2021, and will continue in effect up to and including June 30, 2024, and will be effective for the entire term upon ratification by the parties.

28.2 Negotiations regarding a new Agreement shall begin by the first week of February 2024, unless a later date is mutually agreed upon by the parties.

Article 29
Travel

29.1 The University shall reimburse House Staff Individuals for authorized expenses incurred during required University business or travel in accordance with the requirements of the appropriate section of the UC Business and Finance Bulletin.

29.2 The University will not reimburse House Staff Individuals for travel between their home and the University assigned Health System location in San Diego County.

UCSD Travel Policy: https://policy.ucop.edu/doc/3420365/BFB-G-28

Article 30
Uniform and Uniform Laundering

30.1 Each Housestaff can select a total of three (3) items from the following menu below at the time of their initial appointment:

~~a~~. Personalized white physician coat
b. Scrubs with UCSD logo
c. Jacket with UCSD logo

30.2 Embroidery includes the House Staff Individual's name and department. Subsequent embroidery is the responsibility of the House Staff Individual. Lab coats will be laundered by UCSD Health System at no charge to the House Staff Individual. Upon request, one (1) new item may be provided each year by the UCSD Health System as a replacement for items that deteriorate through normal wear and tear.

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

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

- Anesthesiology
- Emergency Medicine
- Ophthalmology
- Orthopedic Surgery
- Neurological Surgery
- Urology
- OB-GYN & Reproductive Sciences
- Interventional Radiology
- Family Medicine
- Department of Surgery

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

Article 31
Work Environment

31.1 Sleep rooms will be made available at UCSDH facilities.

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

31.3 At outside rotating sites at which bargaining unit members are assigned overnight call, the University will make best faith efforts to request that call rooms meeting the standard set forth in provision section 31.2 are available. The parties recognize and agree that UCSDH cannot control the operations of non-University facilities or organizations.

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

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

31.6 SDHSA representatives shall be permitted to submit recommendations regarding the development and planning of House Staff lounge facilities at future UCSD buildings/developments.
This shall include providing for space, which meets the conditions of section 31.2 within reasonable proximity to the work locations of House Staff. Any such recommendations under this article shall be submitted to the GME Office and the Health Labor Relations Office. Progress towards implementing these recommendations and identifying suitable space shall be a standing Labor Management agenda item.

Article 32
Work Rules

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

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

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

Side Letter A.

Commitment to Equity, Diversity and Inclusion

The parties agree that a commitment to Equity, Diversity and Inclusion is a shared common goal. The parties agree to hold this article in abeyance and return to discussion following the appointment of the UC San Diego Health AVC/CAO for Equity, Diversity and Inclusion at a time mutually agreeable to the parties.

Side Letter B – Resident Wellbeing

A committee on Resident Wellbeing can be established to serve as an advisory body to the Associate Dean of GME or designee, on wellbeing policies, initiatives and burnout prevention.

1. The Resident Wellness Committee shall include no fewer than five House Staff members.

2. The University will provide the Committee with funding for initiatives as approved by the UCSDH Wellness Executive Steering Committee. The University shall provide the Union with the process for approval upon request. If requests for funding are denied, the rationale for the denial shall be provided in writing within 15 business days of the decision.

The University shall provide to newly appointed House Staff information regarding the UCSDH Physician Wellbeing Committee during New House Staff Orientation.

The University acknowledges that ACGME Common Program Requirements provide that House Staff must be given the opportunity to attend medical, mental health, and dental care appointments, including those scheduled during their working hours.

Exhibit A

UCSDH House Staff PGY Salary Scale 2021-2024

Level	Salary Scale PG 21-22		Salary Scale PG 22-23*		Salary Scale PG23-24*
PGY 1	$ 64,362		$ 76,297		$ 80,388
PGY 2	$ 66,495		$ 78,515		$ 82,695
PGY 3	$ 69,108		$ 81,232		$ 85,521
PGY 4	$ 71,835		$ 84,069		$ 88,471
PGY 5	$ 74,776		$ 87,127		$ 91,652
PGY 6	$ 77,554		$ 90,016		$ 94,657
PGY 7	$ 80,133		$ 92,698		$ 97,446
PGY 8	$ 84,351		$ 97,085		$ 102,008

	20-21 rates
PGY1	$ 60,719.00
PGY2	$ 62,731.00
PGY3	$ 65,196.00
PGY4	$ 67,769.00
PGY5	$ 70,543.00
PGY6	$ 73,164.00
PGY7	$ 75,597.00
PGY8	$ 79,576.00

*incorporates wage scale adjustment resulting from elimination of housing stipend

EXECUTION OF AGREEMENT

The foregoing Agreement between the San Diego House Staff Association / Committee of Interns and Residents and the University of California, San Diego, having been duly approved by both parties, is hereby executed by the undersigned authorized representatives of each party.

SAN DIEGO HOUSESTAFF ASSOCIATION / CIR

Sean Li (Dec 28, 2021 14:24 EST) — Dec 28, 2021
Sean Li, M.D. — date
SDHSA-CIR Co-President

Seth Fischer (Dec 28, 2021 10:38 PST) — Dec 28, 2021
Seth Fischer, M.D. — date
SDHSA-CIR Co-President

Christine Zachek (Dec 28, 2021 12:54 PST) — Dec 28, 2021
Christine Zachek, M.D. — date
SDHSA-CIR Chief Financial Officer

Michael A. Castello (Dec 28, 2021 10:44 PST) — Dec 28, 2021
Michael Castello, M.D. — date
SDHSA-CIR Secretary

Matthew Siow (Dec 28, 2021 15:34 PST) — Dec 28, 2021
Matthew Siow, M.D. — date
SDHSA-CIR Board Member

Harshika Satyarthi — Dec 28, 2021
Harshika Satyarthi, M.D. — date
SDHSA-CIR Board Member

Natalie Fettinger (Dec 28, 2021 20:01 PST) — Dec 28, 2021
Natalie Fettinger, M.D. — date
SDHSA-CIR Board Member

jason llaneras (Dec 28, 2021 18:41 PST) — Dec 28, 2021
Jason Llaneras, M.D. — date
SDHSA-CIR Board Member

Benjamin Amendolara (Dec 28, 2021 18:49 PST) — Dec 28, 2021
Ben Amendolara, M.D. — date
SDHSA-CIR Board Member

Aram Namavar — Dec 28, 2021
Aram Namavar, M.D. — date
SDHSA-CIR Board Member

Dec 28, 2021
David Dashefsky — date
CIR, Director of Strategic Campaigns

Darshan Patel (Dec 28, 2021 13:45 EST) — Dec 28, 2021
Darshan Patel, M.D. MSEd — date
CIR, President

UNIVERSITY OF CALIFORNIA, SAN DIEGO

Dan Rawlins (Dec 29, 2021 11:41 PST) — Dec 29, 2021
Daniel Rawlins, — date
Director
UC San Diego Health Labor Relations

Deborah Hale (Dec 29, 2021 06:16 PST) — Dec 29, 2021
Deborah Hale — date
Sr. Labor Relations Analyst

Cindy Slaughter (Dec 28, 2021 10:40 PST) — Dec 28, 2021
Cindy Slaughter — date
Director
Office of Graduate Medical Education

charles goldberg (Dec 29, 2021 10:44 PST) — Dec 29, 2021
Charles Goldberg, M.D. — date
Associate Dean of GME and DIO

Daniel Lee (Dec 30, 2021 11:14 PST) — Dec 30, 2021
Daniel Lee, M.D. PhD — date
Professor of Anesthesiology and Pediatrics
Assistant Dean for GME

Bryan Clary (Dec 29, 2021 12:02 PST) — Dec 29, 2021
Bryan Clary, M.D. M.B.A. — date
Professor and Chair, Department of Surgery

Catheryn Yashar (Dec 28, 2021 11:51 PST) — Dec 28, 2021
Catheryn Yashar, M.D. — date
Associate Chief Medical Officer



Committee of Interns & Residents/SEIU

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