



Collective Bargaining Agreement

Between

The University of California Los Angeles

and

Committee of Interns and Residents/SEIU

September 10, 2019 – June 30, 2022

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 17,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California and New Mexico. Collective bargaining agreements cover 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 The University of California Los Angeles, 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

National Office

10-27 46th Ave., Suite 300-2

Long Island City, NY 11101

ph (212) 356-8100 or (800) CIR-8877

fax (212) 356-8111

info@cirseiu.org

www.cirseiu.org



Committee of Interns & Residents/SEIU

National Office

10-27 46th Avenue, Suite 300-2

Long Island City, New York 11101

ph: (212) 356-8100

fx: (212) 356-8111

info@cirseiu.org www.cirseiu.org

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Article 1: ACCESS

A. GENERAL PROVISIONS

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

The University retains the right to enforce access rules and regulations in accordance with local procedures.

B. ACCESS BY THE UNION/UNION REPRESENTATIVES

Designated union representatives who are not University employees, or who are not employed at UCLA, shall have access to patient care areas only as necessary to travel to and from business in those places. Union representatives may not contact Residents in, linger in, or use patient care areas for the purpose of conducting union business. Designated union representatives may visit the facility at reasonable times to conduct union business pursuant to HEERA. When scheduling a meeting or reserving a room, the representative shall provide prior notice to the University in accordance with local procedures.

Designated union representatives who are not University employees shall agree and sign the UCLA Confidentiality of Patient, Employee, and University Business Information Agreement to ensure that protected health information (PHI) is handled in accordance with federal and state laws and regulations.

Patient Care Areas include but are not limited to:

- Nursing stations
- Patient or visitor lounges
- Patient conference rooms
- Patient floor and operating room corridors;
- Patient rooms, operating rooms, laboratories, clinics, patient waiting rooms;
- Treatment areas and/or areas where patients receive care

Access to Resident Workrooms in the Ronald Reagan University Hospital, the Resnick Neuropsychiatric Hospital and/or the Santa Monica – UCLA Hospital shall be granted to up to two authorized union representatives as follows:

- With advance notice to the GME Office;
- One authorized union representative may visit a Resident Workroom; and
- The representative must have completed an orientation to the location; and

- The representative must have signed the UCLA Nondisclosure Agreement (NDA) to protect personal health information (PHI) in accordance with UCLA Compliance requirements.

Where operational requirements or other restrictions do not permit unlimited access, the University reserves the right to designate the place of the meeting and/or to require a University representative to accompany the union representative while in transit through patient care areas.

The Union will furnish the University with a written list of all union representatives and officers who are authorized by the union to conduct union business. This list shall be maintained in a timely manner and any changes, additions or deletions to the list shall be made in writing to the University at least twice per calendar year.

The Union shall be granted use of designated general purpose meeting rooms as listed in Appendix B to hold events such as, but not limited to, ratification votes, delegation elections and grievance investigations. Such use shall be arranged in advance in accordance with local access rules and regulations and shall not be unreasonably denied. Room reservations shall not be cancelled by the University except where unforeseen circumstances require the room to be used for purposes including but not limited to teaching, patient care-related purposes, or staff conferences. If a reserved room is canceled, the University will make timely efforts to provide a comparable alternative.

Article 2: ARBITRATION

A. Arbitration

1. Request for Arbitration: A request for arbitration may be made only by the Union and only after exhaustion of the grievance procedure. The written request by the Union for arbitration must be received by the Director of UCLA Health Employee and Labor Relations within thirty (30) calendar days of the receipt of the University's written Step 3 grievance decision. Proof of service must accompany the written request for arbitration.

Selection of Arbitrators: Within fourteen (14) calendar days of a request for arbitration, the parties shall alternately strike one (1) name from the list below, the first strike being determined by a flip of a coin, and the last name remaining shall be the arbitrator.

2. The parties, by written mutual agreement, may agree to waive or modify the process for selecting an arbitrator as described in Section 1, on a case-by-case basis.
3. Arbitration Process:
 - a. 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.
 - b. The arbitrator may not admit settlement offers as evidence at the arbitration hearing.
 - c. 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.
 - d. Settlement proposals may be offered at any stage prior to or during arbitration.
 - e. The arbitration hearing shall be closed to the public, unless the parties otherwise agree in writing.

- f. 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.
- g. The University and the Union shall split the arbitrator's fees. Expenses for other services or facilities shall be borne by the party requesting such services or facilities unless the parties agree otherwise in advance.

B. 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 either party but not introduced by Step 3 of the Grievance Procedure shall not be introduced by either party at the arbitration.
- 2. In the event that the University raises the issue of arbitrability, the parties agree that the matter of arbitrability and the merits will be combined into one arbitration.

3. 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.

4. Decision and Remedy

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 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.

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.

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

5. Release Time and Pay Status

- a. 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.
- b. When arbitrations or meetings occur outside a Resident's scheduled work time, no release time shall be granted.
- c. Time spent in investigating and preparation for arbitration shall not be on pay status.

6. List of Arbitrators

- Sara Adler
- Robert Bergeson
- Alexander Cohn
- Kathy Fragnoli
- Edna Francis
- Kenneth A. Perea
- Angela Reddock-Wright
- Jan Stiglitz
- Barry Winograd
- The parties reserve the right to strike or add names to the list of arbitrators.

Article 3: CHILDCARE

A. The University will develop a Flexible Spending Account (FSA) for Dependent Care Expenses for Residents no later than January 2021. When the University offers this option, it will provide notice to the union at least 30 days in advance. Prior to implementation and upon request of the union, the parties will meet and discuss the proposed plan. In no event shall these discussions delay implementation of this benefit.

B. The University shall ensure that residents are able to participate in the University's emergency childcare service on or before January 2021 pursuant to the University's membership requirements.

Article 4: DUES DEDUCTION

A. Union Security

The initial deduction of dues pursuant to Sections B below shall occur by the first of the month following sixty (60) days of the union's notice of ratification to the University.

B. Union Dues Deductions

1. CIR/SEIU will provide the University with certification that dues deductions have been authorized by Residents. Upon agreement of the administrative process to notify the University of authorization, the University agrees to deduct the amounts certified from the Resident's paycheck for payment to CIR/SEIU at the rate set by CIR/SEIU. The amount shall be a percentage of wages set by the Union consistent with its dues structure.
2. Certification of new individual authorizations for union membership dues deduction must be provided to the University. The appropriate deduction will commence as soon thereafter as possible, but in no case later than first of the month following sixty (60) calendar days after the certification of authorization for such deduction is provided to the University.
3. The authorization for dues deduction shall remain in full force and effect during the full term of an individual Resident's residency, unless properly withdrawn. In order to withdraw from dues authorization, a Resident must deliver a signed withdrawal letter to the Union in the month of July in any year in which the Resident is employed by the University. The Union is responsible for notifying the University of the withdrawal. Residents that withdraw from the Union on or before July 31 will cease to have dues deducted on the following September 1 paycheck.
4. The Union will deliver an electronic file in Excel (*.xls) format to the UCPATH Office no later than the 15th of the month for the change to occur on the first of the following month.

C. Lists Related to Union Security

1. The University agrees to electronically transfer funds to CIR-SEIU for all Union dues. The Union shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with the implementation and maintenance of the dues deductions. In the event the Union fails to pay the University in accordance with the foregoing, the University may withhold the appropriate amount from the monthly dues paid to the Union provided for in this paragraph.
2. On a monthly basis, the University will provide a list of Residents by name, salary, title code, and amount of dues deducted. The Union shall be responsible for any reasonable initial and ongoing programming and processing costs associated with providing this list.

3. The University shall not be responsible for those portions of payroll deductions where the Resident's earnings are insufficient to cover the dues deductions in any pay period.

D. Union Changes in Deduction Amounts

Any changes in the rate to be deducted for Resident dues shall be certified to the University by the Union, in writing, at least forty-five (45) calendar days prior to the effective date of the dues amount change and mailed to the University's designated office. The Union may change the dues amounts once per calendar year.

E. Indemnification

The Union agrees to indemnify the University for any claims made by Residents for deductions made in reliance upon the Union's certification to the University. The Union further agrees to refund to the University any overpayment or money made to the Union pursuant to this Article through error or oversight on the part of the University.

Article 5: DURATION

The terms and conditions of this Agreement shall remain in full force and effect commencing September 10, 2019 and will continue in effect up to and including June 30, 2022. This Agreement shall be automatically renewed and extended year to year and thereafter without additions, changes or amendments, unless either party serves notice in writing to the other party no less than ninety (90) days before the end of the duration term to change, amend or add to this Agreement.

Article 6: EDUCATIONAL FUND AND SCHOLARLY PURSUIT

Discretionary Endeavors

The University shall reimburse 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.

Eligibility for each academic year:

1. Interns are eligible for reimbursement up to \$500.

Funds that are not used by Interns can be rolled over for use in the following year.

2. Residents and Fellows are eligible for reimbursement for up to \$1,000/year.

Funds that are not used can be rolled over for use only in the following year.

3. Activities include but are not limited to:

- Annual education conference(s) including registration, travel, lodging, food
- Textbooks, journals
- Exam review materials/courses
- Board fees
- Medical equipment
- Professional association membership/fees
- Computer equipment/software

Required Events

For scholarly activities on behalf of UCLA, including a presentation at a conference, i.e., abstract/publication or poster as first author, the Resident shall be reimbursed for travel, materials, registration fees, lodging and food for the day before, day of and day after the presentation, subject to the University's travel guidelines. Request for approval must be submitted to the Program Director at least 30 days in advance of the presentation.

Article 7: EMPLOYEE LIST & ORIENTATION

A. Employee Lists

- 1.** The University shall provide the Union with an electronic list of incoming residents by May 15 each year and a list of residents who have completed a residency training or fellowship program each academic year on or before July 15.
- 2.** The aforementioned lists shall include, if available, names, personal email address, phone number, UCLA email address, department and postgraduate year.
- 3.** A complete list of employees in the bargaining unit including, if available, names, personal email address, phone number, UCLA email address, department and postgraduate year shall be provided to the Union by November 15 and March 15 of each year.

B. Orientation

- 1.** During GME General Orientations for new Residents, the Union shall be granted thirty (30) minutes to give a presentation on the union, the benefits of union membership and the collective bargaining agreement. The Union shall be provided the use of one information table at or near orientation. The union must be provided with a schedule of annual, general orientations at least two weeks in advance.
- 2.** During Departmental orientation(s) that occur prior to the scheduled GME General Orientations, the union shall be granted ten (10) minutes to give a presentation on the union as described in Section B.1. This includes:
 - i.** Departmental Orientation for Interns that occurs prior to the scheduled GME General Orientation(s) for Interns;
 - ii.** Departmental Orientation for PGY 2 or above that occurs prior to the scheduled GME General Orientation(s) for PGY 2 or above.
 - iii.** The union shall be granted thirty (30) minutes with new Residents who were not scheduled or did not attend the GME General Orientations or Departmental Orientations. A list shall be provided to the union by August 1 of Residents who were not scheduled to attend the general orientations and shall include the name and available contact information, including personal email address, phone number, department and postgraduate year.

- 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 card, a list of chapter leaders with contact information, as well as any other informational materials related to the union.

Article 8: GRIEVANCE PROCEDURE

A. Definitions

1. **Grievance:** A grievance is a claim by a Resident or the Union, that the University has violated a specific provision of this Agreement during the term of this Agreement. Grievances regarding Disciplinary Actions shall be filed in accordance with the procedure referenced in the Side Letter on Academic Due Process.
2. **Process:** All grievances must be filed with UCLA Health Employee and Labor Relations.
3. **Eligibility:** A grievance may be brought to the attention of the University through this procedure by a Resident or Residents or by the Union. The University is not eligible to use the grievance procedure.
4. **Consolidation:** Grievances brought by or related to two (2) or more Residents, or multiple grievances by or related to the same Resident, which concern the same incident, issue or course of conduct, may be consolidated for the purposes of this procedure upon mutual agreement of the University and the Union, provided that the time limits described in this article shall not be shortened for any grievance as a result of consolidation. Notwithstanding the forgoing, the Union can on its own bring a “class” grievance on behalf of two (2) or more bargaining unit members.
5. **Representation:** A Resident or Residents shall have the right to be represented by one person of the Resident’s choice, other than a University employee who is designated as supervisory, managerial or confidential. A Union representative shall have the right to be present at all steps of the grievance and arbitration procedure. In the event that more than one (1) representative attends a meeting in the grievance procedure, only one (1) person may be the spokesperson.
6. The content of Disciplinary Actions related to academic and clinical matters, including clinical competence and standards of patient care, is not subject to review under the Grievance and Arbitration Procedure set forth in this Proposal.

B. Procedure

1. **Step 1: Informal Review.** As soon as practicable, the Resident and/or the Union shall discuss the grievance with the Resident’s immediate supervisor to informally attempt a resolution of the matter before a formal written grievance is filed. If the grievance is not resolved through informal discussions with the immediate supervisor, the Resident may file a formal grievance as set forth below.
2. **Step 2:** A formal grievance must be filed in writing on a grievance form mutually agreed to by the parties with the UCLA Health Employee and Labor Relations Office. The UCLA

Health Employee and Labor Relations Office must receive the written grievance within thirty (30) calendar days after the date on which the Resident or the Union knew or could have reasonably been expected to know of the event or action which gave rise to the grievance. Attempts at informal resolution do not extend the thirty (30) calendar day to file a formal grievance at Step 2. Formal grievances must set forth:

- a. The specific article or section of the Agreement alleged to have been violated;
- b. The action grieved and how it violated the above mentioned article or section;
- c. The date of the occurrence of the alleged violation(s);
- d. How the grieving Resident(s) was adversely affected;
- e. The name of the person or entity providing representation to the Resident(s);
- f. The date the Resident discussed the alleged violation with the supervisor and/or attempted informal review; and
- g. The remedy requested.

A designee from UCLA Health Employee and Labor Relations shall review the grievance and may meet with the Resident(s) and representative(s) to discuss the grievance within twenty (20) calendar days following receipt of the grievance. Within twenty (20) calendar days after receipt of the grievance, or within twenty (20) calendar days after the meeting is held, a written response from the University will be issued to the Resident and the Resident's representative. If the response is not issued within the established time limits or the grievance is not resolved, the grievance may be appealed to Step 3.

3. Step 3: If the grievance is not resolved at Step 2, it may be appealed in writing by the Resident or the Union to the Director of UCLA Health Employee and Labor Relations. The written appeal must be received within twenty (20) calendar days of the date on which the written response at Step 2 was issued, if such a response was issued or due.

Within twenty (20) calendar days of the receipt of the Step 3 appeal, the UCLA Health Employee and Labor Relations designee shall schedule and convene a meeting to discuss the grievance. During the meeting, the Resident(s) and/or Union shall present all evidence relevant to the grievance.

Decision: The UCLA Health Employee and Labor Relations designee shall render a written decision within twenty (20) calendar days following the date of completion of the Step 3 meeting. The decision will be mailed to the Resident, the Resident's representative and the Union with a proof of service. Such decision shall not set any precedent. The Union may appeal the grievance to arbitration as outlined in Article 2 within thirty (30) calendar days of the date on which the decision was sent to the Union.

C. Time Limits

Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limits, except for the Step 2 deadline for filing a formal grievance. Deadlines which fall on a University non-business day will be automatically be extended to the next business day. 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 written response. Failure by the University to reply to the grievance within the time limits specified automatically grants to the Union the right to process the grievance to the next step of the grievance procedure.

D. Release Time

Whenever the University and the Union convene a meeting to mutually resolve a grievance during the scheduled work time of a Resident who is a grievant or a representative, reasonable release time shall be granted to the Resident(s) involved.

Bargaining unit members called to participate at such meetings may be released from work with reasonable advance request.

E. Resolution

Informal resolution may be agreed upon at any stage of the grievance process. Prior to the resolution of any formal grievance brought forth by a Resident, the Union shall be notified. Any offers of settlement are not admissible at any step in the grievance process.

Article 9: HEALTH AND SAFETY

- A. The University will make reasonable attempts to furnish and maintain a healthy and safe work environment for the Residents in compliance with state and federal health and safety laws.

The University and the Union agree that exposure to risks from the patients cared for is inherent in the employment of Residents. The University shall provide Residents with the equipment, and training to effectively carry out the duties of their position. The University shall ensure that proper follow-up and treatment is available to Residents.

The University shall make reasonable attempts to furnish and maintain, in safe working condition, the workplace and equipment required to carry out assigned duties. The University shall manage its operations in compliance with established health and safety policies and procedures.

Concerns regarding health and safety may be raised in the Labor Management meetings as defined in Article 13. When the Union identifies Health and Safety as an agenda item, a University Health and Safety professional will attend the Labor Management meeting.

No Resident shall be retaliated against for identifying and/or expressing concern about any safety-related issue. Nothing in this Article is intended to eliminate the University's general obligations for the safety and health of its Residents.

- B. Miscellaneous

In accordance with UC policy, the University is committed to safeguarding personally identifiable information in Administrative Records.

Article 10: HEALTH BENEFITS

Eligible Residents shall participate in the benefits programs as described below.

Residents and eligible members of his/her immediate family are provided with health insurance offered through the UC PPO (Preferred Provider Organization) Plan document. Enrollment is required during June of the initial year of appointment for benefits to be effective upon the first date of employment. Changes to the Resident's benefits must be completed in June for the following July, unless the Resident is eligible for a qualified status change, which must be filed within thirty (30) days of the qualifying event.

1. Health, Dental and Vision Insurance

- a. Eligibility for coverage is based on the Resident's active status for the academic year beginning each July 1.
- b. Resident's share of costs for healthcare co-pays are to be paid by new incoming Residents beginning July 1, 2020. Costs for plans to which the University does not contribute are the responsibility of the Resident.
- c. For Residents with an active appointment as of the date of ratification, the Resident's share of costs for healthcare co-pays are to be paid by the Resident beginning July 1, 2021. Costs for plans to which the University does not contribute are the responsibility of the Resident.
- d. Residents will be subject to the selected coverage category and co-pay schedule (single, adult + children, two adults or family) as required by the Plan as shown in Appendix D.
- e. 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.
- f. Residents currently enrolled in the Fertility Plan will be grandfathered for continued coverage. Following contract ratification, the Medical PPO Plan does not cover fertility treatments.
- g. The University will offer a Flexible Spending Account (FSA) for qualified medical expenses by January 1, 2021.

2. Life, Accident, Disability Insurance

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

3. Written notice of intent to change, modify, eliminate or alter the terms of the benefit plans will be sent to the Union with thirty (30) calendar days' advance notice. The notice shall contain a summary description of the proposed change(s). The Union's response must be received within fourteen (14) calendar days from the date of issuance of the notice of intent. Upon request, the University shall meet with the Union. Nothing in this Article shall be interpreted as precluding the University from moving forward with implementing changes in a manner consistent with the terms of this Agreement.

Article 11: HOLIDAYS

The following are defined as Resident holidays:

1. New Year's Day (January 1st)
2. Thanksgiving Day (Fourth Thursday in November)
3. Christmas Day (December 25th)

A holiday will commence at 12:00 AM (midnight) on the calendar date of the holiday and will continue for the twenty-four (24) hour consecutive period until 11:59 PM the day of the holiday.

To the extent practicable, the University will endeavor to grant one of these days off. Operational needs permitting, the University will endeavor to grant one additional holiday off. If the Resident is required to work on two or three of the major holidays, two flex days will be granted during the academic year. Reasonable efforts will be made to grant the flex days on the day(s) requested by the Resident, including requests for religious requirements by Residents for observances of religious holidays.

Article 12: HOUSING ALLOWANCE

Effective with the first of the month following ratification, Residents shall receive a housing allowance of one thousand dollars per month, paid on a monthly basis through June 1. In each academic year thereafter, Residents shall receive a housing allowance of twelve thousand dollars (\$12,000) per year, paid as \$1,000/month effective July 1.

Upon contract ratification on or before September 15, 2019, the first housing allowance of \$1,000/month will also include an additional two thousand dollars (\$2,000).

A. Process

- a. The housing allowance will be paid on the monthly paycheck and is subject to withholding tax. It is considered taxable compensation paid as wages.
- b. Payment will be made while the Resident holds an active appointment in the academic year.

B. Eligibility

- a. Residents currently living in University housing are eligible for the housing stipend through the conclusion of their residency, provided they continue to maintain an active University appointment.
- b. If a Resident moves in to University housing on or after the July 1 (or start date of their Residency, whichever is later) following contract ratification, the housing allowance will not be provided.

Article 13: LABOR MANAGEMENT MEETINGS

In the interest of fostering a cooperative approach to resolving problems, the Union and the University shall form a labor-management committee made up of no less than three (3) representatives of each party. The Union and the University agree to hold labor-management meetings quarterly. These meetings will occur at a mutually acceptable time, date and place at UCLA to discuss issues related to working conditions, facilities and items related to this Agreement. Meeting times may occur outside of normal business hours. The union shall contact University Labor Relations to initiate scheduling of the meetings. At least seven calendar days in advance of the scheduled meeting, the Union shall provide a proposed agenda.

Article 14: LACTATION ACCOMMODATION

In accordance with UCLA Policy and procedure and prevailing law, lactation rooms or other comparable space shall be provided in proximity to the work area.

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.

Notice about changes to the UCLA Policy and/or procedure shall be provided to the union.

Article 15: LEAVES OF ABSENCE

This Article covers the following Leaves:

- A. Personal Leave
- B. Medical Leave, including Pregnancy Disability Leave
- C. Parental Leave
- D. Family and Medical Leave (FML)
- E. Military Leave
- F. Jury Duty

A. Personal Leave

1. Upon reasonable justification submitted in writing to the Program Director and Departmental Chair, a Resident may be granted a personal leave of absence for a period of time not to exceed six (6) consecutive months. At the end of the personal leave, the Resident may be reinstated to his/her former position and department.
2. Personal leave is unpaid. Academic credit shall not be granted during a personal leave.
3. The approval, denial or extension of a personal leave is not grievable or arbitrable and is at the sole discretion of the University.

B. Medical Leave

1. **Pregnancy Disability Leave**
During the period when a Resident is disabled because of pregnancy, childbirth, or related medical condition, she is entitled to and the University shall grant her request for Pregnancy Disability Leave. Pregnancy Disability Leave (PDL) may also be used for prenatal care.
2. For a Resident disabled by pregnancy, childbirth or related medical condition, no eligibility requirements apply, such as minimum hours worked or length of service. If the Resident is eligible for Family and Medical Leave (FML), pursuant to Section G., such leave shall be deducted from the Resident's FML entitlement under the federal FMLA as well as her entitlement under California's PDL law.
3. Pregnancy Disability Leave may be taken as a block leave or, when medically advisable, on an intermittent or reduced schedule basis. Only the amount of leave time actually taken may be counted against the Resident's PDL entitlement.
4. **Duration**

- a. A Resident is entitled to Pregnancy Disability Leave for the period of actual disability up to sixteen (16) weeks per pregnancy.
- b. If the Resident continues to be disabled by pregnancy, childbirth, or a related medical condition beyond sixteen (16) weeks, a personal leave may be granted at the sole, non-grievable discretion of the Program Director.
- c. Following Pregnancy Disability Leave, the Resident may be eligible for Parental Leave, pursuant to Section C., to care for her newborn child. The total FML taken for a combination of PDL and Parental Leave shall not exceed twenty-eight (28) weeks in a calendar year.

5. Use of Accrued Paid Leave

- a. Pregnancy Disability Leave may consist of leave with or without pay; however, a Resident shall be required to use accrued sick leave in accordance with the University's Disability Plan. If sick leave is exhausted, the Resident may elect to use accrued vacation time prior to taking leave without pay.
- b. In the event the Pregnancy Disability Leave runs concurrently with Family and Medical Leave, the Resident shall be entitled to a total of twelve (12) workweeks of FML. The University shall continue its contribution for the Resident's health insurance benefit for the length of Pregnancy Disability Leave.

C. Parental Leave

1. Parental Leave shall be granted to bond with or care for a newborn child or placement of a child with a Resident for adoption or foster care.
2. Parental leave is provided for twelve (12) weeks within one (1) year of the birth or placement and must be completed within one year of the birth or placement of the child.
3. An eligible Resident shall be granted four (4) weeks of paid leave during the duration of the Parental Leave period and may use accrued vacation to extend the paid portion of leave. Sick leave may be used in the event that the Resident and/or the child are eligible for FML.
4. Parental leave does not extend the available time under FML.
5. When possible, a Resident shall request Parental Leave at least four (4) weeks in advance of the use of the time off.
6. If combined with Pregnancy Disability Leave, the aggregate Leave shall not exceed twenty-eight (28) weeks in a calendar year.
7. Parental Leave shall be granted in increments of less than two (2) weeks duration on any two (2) occasions during a calendar year. The University, at its sole non-

grievable discretion, may require that any additional Parental Leave requested during this same time period be for a minimum duration of two (2) weeks.

D. Family and Medical Leave (FML)

Pursuant to the Family and Medical Leave Act (FMLA), California Family Rights Act (CFRA) and California's PDL Leave, an eligible Resident will be granted up to 12 weeks of unpaid leave in a calendar year.

FML will be granted to an eligible resident for the following reasons:

- the Resident's own serious health condition;
- to care for a family member (child, spouse, domestic partner, parent) who has a serious health condition;
- the Resident's pregnancy-related disability (Pregnancy Disability Leave);
- Parental leave to bond with a Resident's newborn or a child placed with the Resident for adoption or foster care;
- Military Caregiver or Qualifying Exigency Leave.

1. Eligibility

- i. The Resident must have twelve (12) months of University service (need not be continuous); and
- ii. At least 1,250 hours of actual hours worked in the twelve (12) months immediately preceding the leave.
- iii. The Resident is required to use sick leave and vacation before taking leave without pay.

2. Benefits Continuation

During an FML leave, the University shall continue its contribution for the Resident's health insurance coverage benefit.

3. Notice and Certification

- i. Requests for FML must include:
Written request from the Resident to the Program Director and/or Chair of the department indicating the start and anticipated return dates; and a letter from the Resident's physician affirming the need for medical leave.
- ii. Approved requests for FML must include:
 - the start date and return to work date
 - how time will be counted toward training or requirements for additional time
 - conditions for return to work as indicated
 - PGY Level upon return

E. Military Leave

1. Military Caregiver Leave

An eligible Resident who is required to care for a family member or “next of kin” who is a “covered service member” undergoing medical treatment, recuperation or therapy for a serious injury or illness shall be granted FML of up to twenty-six (26) workweeks during a single 12-month leave period. The Resident must be a spouse, domestic partner, parent, child, or next of kin of the covered service member to be eligible for this type of leave. The Resident is required to provide a copy of the covered service member’s active duty orders.

2. Qualifying Exigency Leave

An eligible Resident who is the spouse, domestic partner, child or parent of a military member is eligible to attend to any “qualifying exigency” while the military member is on “covered active duty or call to covered active duty status” (or has been notified of an impending call/order to covered active duty). An eligible Resident is entitled to up to twelve (12) workweeks of Qualifying Exigency leave during a calendar year, which may be taken on an intermittent or reduced schedule basis. The Resident is required to provide a copy of the military member’s active duty orders.

F. Jury Duty

A Resident called for jury duty must notify the Program Director as soon as the jury summons is received. Leave with pay for actual time spent on jury service and in related travel will be granted for jury service.

G. Administrative or Investigatory Leave

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 vacation, sick leave or personal leave. Administrative Leave may be used for situations that require that the Resident be removed from the work site that are not investigatory in nature. 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. Administrative Leave and Investigatory Leave must be confirmed in writing to the Resident and must be paid.

Article 16: LIABILITY INSURANCE/MALPRACTICE INSURANCE

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

The University shall include Residents under the University's self-insurance program with limits of up to \$7.5 million per occurrence for the liability of the Resident while acting in the performance of his/her duties or in the course and scope of his/her assignment. Claims made after termination of training will be covered if based on acts or omissions of the Resident within the course and scope of her/her assignments during training. Residents must agree to comply with Medical Center policies and cooperate as requested by UCLA Health. Liability coverage will be provided for the Resident on rotations outside UCLA Healthcare System provided such rotation or activity has been approved or mandated by the program. Liability coverage is not provided by the University with respect to a Resident's acts or omissions outside the course and scope of the Resident's employment and assigned Program duties.

Article 17: LICENSE REIMBURSEMENT AND REQUIRED TRAINING

- A. The University shall pay for all required BLS, ACLS, ATLS, PALS, while the Resident is actively employed at UCLA.
- B. Reimbursement
To be eligible for license reimbursement, the Resident must be appointed in the academic year in which the license is sought and maintain an active appointment on the date the payment was made to the Medical Board of California or Federation of State Medical Boards.
- C. Eligibility for Specific Reimbursement
New License: To be eligible for reimbursement for a new license, including application and processing fees, the issue date of the license must be within the academic year in which reimbursement is sought. Only those fees paid directly to the Medical Board of California for licensure are reimbursable. Other expenses incurred, such as those for notary services, LiveScan fingerprinting, photography and transcripts, are not eligible for reimbursement. Residents are only eligible to receive reimbursement once during the term of their employment.
 - 1. Renewal of License: To be eligible for reimbursement for a license renewal, the license expiration date must be within the academic year in which reimbursement is sought.
 - 2. Reimbursement is only for fees paid directly to the Medical Board of California. Other expenses are not eligible for reimbursement.
- D. USMLE STEP III
 - 1. To be eligible for reimbursement for USMLE Step III exam fees, the examination date must occur within the academic year in which reimbursement is sought.
 - 2. Residents are only eligible to receive reimbursement once during the term of their employment.
 - 3. Reimbursement is only for fees paid directly to the Federation of State Medical Boards for Step III.
- E. Reimbursement Process
 - 1. Within thirty days of ratification, Residents may submit documentation for reimbursement of costs for new or renewed license or USMLE Step III exam fees incurred on or after the Resident's start date for academic year 2019-2020.
 - 2. Documentation of costs incurred following ratification for a new or renewed License or USMLE Step III exam must be submitted within thirty (30) calendar days of the incurred expense.
 - 3. In no event shall any reimbursement be provided after separation from employment.

4. For the purpose of this Agreement, an academic year begins on July 1 and ends on June 30.
5. Reimbursements cannot be accrued or deferred to a following academic year.

Article 18: MEALS

A. Eligibility

- a. On the first day of employment in 2019, 2020 and 2021, all Residents are eligible to receive a meal allowance on their BruinCard of \$3,000/year, for use in UCLA Hospital cafeterias not to exceed \$25/day. Any remaining balance on the last day of the Resident's appointment will not carry over to the following year.
- b. Following contract ratification, the annual meal allowance for 2019-2020 will be adjusted to reflect \$250/month less for each month following July 2019 in which agreement is not reached. Upon ratification, the remaining balance of the annual amount will be credited to the Resident's BruinCard, less any amount already received in academic year 2019-2020.

B. Rotation(s) to Affiliated Institutions

Residents on rotation to one of the following hospital locations that does not provide a meal allowance are eligible to use the UberEats app up to \$200/month, not to exceed \$25/day. This includes:

Children's Hospital Los Angeles
Miller's Hospital Long Beach
Long Beach Memorial Hospital
Kaiser Hospitals
Veterans' Hospital West Los Angeles
Orthopaedic Institute for Children

1. Should the hospital provide a meal allowance, the UberEats app would no longer be approved.
2. If an affiliated site discontinues a meal allowance, the parties would meet and discuss amending the list to include that site.

Article 20: NONDISCRIMINATION IN EMPLOYMENT

A. GENERAL PROVISIONS

Consistent with the provisions of applicable state and federal law or University policies, 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 and childbirth, including medical conditions related to pregnancy, childbirth, and/or breastfeeding), sexual orientation, gender identity or expression, physical or mental disability, medical condition (cancer-related or genetic characteristics or genetic information including family medical history), service in the uniformed services, status as a covered veteran, age, citizenship, political affiliation/opinion or union activity/affiliation.

B. SEXUAL HARASSMENT

1. The University is committed to creating and maintaining a community dedicated to the advancement, application and transmission of knowledge through academic excellence, in an atmosphere free of harassment, exploitation or intimidation.
2. Complaint procedures are covered by the University's Sexual Violence and Sexual Harassment (SVSH) Policy.

C. GRIEVANCES

1. An alleged violation of this Article must accompany an alleged violation of another contract article to be eligible for processing under the grievance procedure.
2. An alleged violation of this Article and a non-arbitrable Article shall be subject only to the grievance procedure and shall not be subject to arbitration.
3. If an alleged violation of this Article is brought with a grievance of a separate Article that is arbitrable, only the Article that is arbitrable can proceed to arbitration.

D. FAIR AND RESPECTFUL TREATMENT

The University and the Union recognize that 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.

Nothing in this article shall be construed to change established University policies and practices about political expression and/or freedom of speech. The parties agree that concerns about

violations of the Article may be reported through the channels identified in Appendix D and discussed at the local Labor Management meetings.

Article 20 PAC CHECK-OFF

The University agrees to honor political action deduction authorization from Residents who are union members. The Union will provide the University with a list via an Excel (*.xls) spreadsheet. The Resident 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. PAC collections 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 sixty (60) days' notice of receipt of the Resident's authorization to add or withdraw.

The Union agrees to hold the University harmless from any liability in withholding or transmitting PAC monies except for liability to the Union for monies actually withheld, but not transmitted. The Union further agrees to refund to the University any overpayment or money made to the Union pursuant to this Article through error or oversight on the part of the University.

Article 21: PARKING

The University shall provide Residents with parking to the same extent as provided for other non-represented University non-management employees.

A Resident called into the Westwood location after 10:00 pm can access valet parking at no charge with proper identification from the Department.

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

Article 22: PROGRAM CLOSURE

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

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

Article 23: RECOGNITION

A. The Regents of the University of California (hereinafter “the University”) recognize the Committee of Interns and Residents-SEIU Healthcare (CIR/SEIU), (hereinafter “the Union”) as the exclusive representative for UCLA Residents (including Interns and Fellows as shown in the chart below) for matters within the scope of representation of the bargaining unit certified by the Public Employees Relations Board in Case SF-RR-994-H that shall include:

1. Medical Residents, including Interns and Fellows, (hereinafter “Resident(s)”) employed at the University of California Los Angeles in the following title codes and titles:

Title Code	Title
2709 (formerly 2708)	Resident Physician I/Intern
2723 (formerly 2724)	Resident Physician II - VIII
2738 (formerly 2725)	Chief Resident Physician
2736 (formerly 2726)	Resident Physician Subspecialty IV-VIII/Fellow
2733 (formerly 2732)	Other Post-MD Trainee II - VIII

2. Employees excluded from the unit are:
 - All managerial, supervisory, and confidential employees;
 - Residents not enrolled in programs sponsored by UCLA Medical Center/David Geffen School of Medicine;
 - Chief Residents who are not appropriately in Title Code 2725 (extra-year Chiefs) and Clinical Instructors not employed in the aforementioned title codes;
 - All other employees.

ARTICLE 24 : RELEASE TIME

A. New Hire Orientation

Upon advance request, for each new hire orientation session, up to three union members shall be granted release time.

B. CIR National Convention

Upon advance request, elected CIR delegates and shall be granted release time to attend CIR's annual convention.

C. 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.

Article 25: RELOCATION

Relocation Reimbursement

1. Newly appointed Residents shall receive up to \$2750 in reimbursement for expenses incurred for new Residents in academic year 2019 subject to the University's Travel and Relocation Policy.
2. For academic years 2020 and 2021, new Residents shall be eligible for reimbursement subject to the University's Travel and Relocation Policy and shall be paid within 60 days of the submission of proper documentation.

Article 26: RESIDENT LOUNGES AND CALL ROOMS

1. The University shall maintain the Resident lounges at the Ronald Reagan UCLA Medical Center and the UCLA Santa Monica Hospital. These lounges shall be equipped with a hospital phone, microwave, refrigerator, utensils, coffee machine, seating, and computers with internet access.
2. The University will provide the sleep rooms at the Ronald Reagan UCLA Medical Center and the UCLA Santa Monica Hospital with housekeeping services that are safe, quiet, clean, and private sleep and rest facilities accessible to Residents.

Article 27: RESIDENT WELLBEING

Resident Wellbeing shall be a standing item on the agenda of each Labor-Management meeting.

The University shall provide incoming Residents with information about access to UCLA gym facilities at orientation.

A committee on Resident Wellbeing shall 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 Committee shall consist of no fewer than five Resident members.
2. The University will provide the Committee with a budget of \$30,000 in the first academic year; \$40,000 in the second year; \$50,000 in the third year.
3. By the end of year three, departmental wellbeing/wellness programs will be included in the charter of this Committee.

The Medical Staff Health Program assists physicians who may be potentially impaired or compromised, pursuant to the Medical Staff policies. The UCLA Policy will be provided at new Resident orientation.

The University acknowledges its responsibility to provide the opportunity to attend medical, mental health, and dental care appointments, including those scheduled during Residents' working hours.

Article 28: SALARY

- A. The appointment of a Resident shall be based on the Resident’s appropriate PGY, which shall be determined as follows:
 - 1. Residents shall be placed at PGY levels commensurate with their completed years of training program requirements.
 - 2. A Resident who, during the term of this Agreement, successfully completes his or her services for a year and is reappointed to serve for an additional year, in their particular program shall be advanced to the next higher PGY year salary in that program.

- B. The salary levels for all Residents shall be established as follows:
 - 1. Effective July 1, 2019, salaries shall be increased by 4.0%.
 - 2. Effective July 1, 2020, salaries shall be increased by 4.0% plus a one-time \$500 stipend.
 - 3. Effective July 1, 2021, salaries shall be increased by 4.0%.
 - 4. A resident who services as Chief Resident will receive an additional stipend of \$50/month during the service period.

PGY	Salary Effective as of 7/1/18	7/1/19 4.0%	7/1/2020 4.0% + \$500 stipend	7/1/2021 4.0%
1	\$57,233	\$59,522	\$61,903	\$64,379
2	\$59,130	\$61,495	\$63,955	\$66,513
3	\$61,453	\$63,911	\$66,468	\$69,126
4	\$63,879	\$66,434	\$69,092	\$71,855
5	\$66,493	\$69,153	\$71,919	\$74,796
6	\$68,964	\$71,723	\$74,591	\$77,575
7	\$71,257	\$74,107	\$77,072	\$80,154
8	\$75,008	\$78,008	\$81,129	\$84,374
9	\$75,459	\$78,477	\$81,616	\$84,881

Chief Stipend	\$50/month	\$50/month	\$50/month
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Article 29: SEVERABILITY

In the event that any part of this Agreement is held to be contrary to law, invalid, void or unenforceable by a 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 invalid, void or unenforceable, the parties agree to meet within thirty (30) days upon request of either party in an attempt to reach an agreement on a substitute provision.

Article 30: SICK LEAVE

A. Sick Leave

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

B. Bereavement Leave

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

Article 31: SMARTPHONES

Each Resident will be offered a University-issued phone capable of running all applications needed to perform their jobs at no charge in accordance with the UCLA Health Policy on Personal Use of Electronic Communication Devices. Residents shall return the phone upon separation from employment with the University or when otherwise directed. If the phone is lost or damaged, the Resident is responsible for any associated costs for repair and/or replacement; the resident shall not be responsible for costs associated with normal wear and tear. In the event that the Resident opts to use his/her own phone, all University-required security measures must be installed. There is no reimbursement for a personal phone.

Article 32: TRANSPORTATION

A. Fatigue Mitigation Transportation

In the event a Resident is too fatigued to drive home safely at the end of a shift, or is called into the worksite when assigned to home call less than with eight (8) hours from leaving their last shift, the Resident has the following options:

- a. Sleep in an available call room until able to drive safely; or
- b. Utilize a transportation service (app-based) to and/or from the hospital to and/or from their verifiable home address.

B. Procedure

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

Article 33: UNIFORMS

- A. White Coats
 - a. Two (2) new long white physician coats in appropriate sizes will be issued to each Resident.
- B. Scrubs
 - a. A minimum of three (3) clean sets of scrubs shall also be provided at the Westwood and Santa Monica hospital sites. Hospital-owned scrubs will be provided for the following areas:
 - Operating Rooms
 - Labor and Delivery
 - Interventional Areas
- C. In addition, each Resident can select a total of three from the following menu:
 - a. Personalized white physician coat
 - b. Scrubs with UCLA Mattel logo
 - c. Jacket with UCLA logo
- D. The University agrees to arrange for scrubs, where required at affiliated sites at no cost to the Resident.
- E. The University shall provide laundering services to all Residents at no cost for white coats and scrubs at UCLA Westwood and UCLA Santa Monica hospitals.

Article 34: UNIVERSITY EDUCATION ACCESS

A Resident who meets the admission requirements of the University is eligible for two-thirds reduction of both the University Registration Fee and the Educational Fee when enrolled in regular session courses of up to nine units or three courses per quarter or semester, whichever provides the greater benefit. Participation is subject to prior approval by the Program Director. The reduced Tuition and fee program does not apply to any self-supporting degree programs. Self-supporting degree programs are not eligible for reduced fees. A current list includes but is not limited to: Educational Leadership Program (EdD), Executive MBA Program (EMBA), Master of Laws (LLM), Master of Public Health for Health Professionals (MPHHP), Professional Program for International Dentists (PPID), UCLA-NUS Executive MBA, MS Engineering (online), MSN in Nursing Administration (online), and the Master of Financial Engineering.

Article 35: VACATION

- A. Each Resident is entitled to a minimum of twenty-eight (28) days (four (4) weeks) of paid vacation per academic year. Vacation shall be requested by the Resident for approval by the Program Director or designee. Vacation may be scheduled in full weekly increments or may be requested by day. To the extent possible, vacations will be granted in accordance with Resident requests and shall not be unreasonably denied.
- B. One (1) day of vacation shall be considered to be a twenty-four (24) hour period beginning at midnight of the calendar day of vacation requested. Procedures for requesting and assigning vacation schedules must be made available to Residents and be in compliance with each program's ACGME Program Requirements.
- C. The Program Director or designee shall arrange coverage for the Resident on vacation.
- D. A Resident shall not be expected to engage in work-related duties during vacation. The Program Director or designee shall ensure that any time-sensitive obligations or opportunities are communicated to Residents with sufficient advance notice so they may complete them prior to taking vacation.
- E. Vacation days shall not supplant or replace any days off which would normally be granted on the schedule of a given service or in accordance with ACGME duty hours' requirements and restrictions.
- F. If a Resident's request to utilize their full allotment of vacation is not approved in a given academic year, the University shall carry over up to a maximum of one additional week. Remaining unused vacation days as of June 30 will be paid at the rate of salary in effect at that time. Any remaining unused vacation days at the end of employment will be paid at the rate of salary in effect at that time.
- G. Once approved, the University may not modify or deny the vacation days approved for a Resident without the agreement of the affected Resident.

Article 36: WAIVER

1. Both parties had the opportunity during negotiations to make proposals with respect to any subject matter not prohibited by law from bargaining. This Agreement sets for the full and entire understanding of the parties regarding the matters contained herein. The University and Union agree for the term of this Agreement each voluntarily and unequivocally waives the right and shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this agreement.
2. With respect to other matters within the scope of negotiations, but not covered in paragraph 1 above, negotiations may be required during the term of this Agreement but only as provided below.
 - a. Changes to Policies shall be handled pursuant to Article 37, Work Rules.
 - b. Where changes would trigger notice to the Union, the University shall provide notice at least thirty (30) calendar days prior to the proposed implementation. The parties shall meet regarding the effect of such changes when the following exist:
 - i. Where such changes would significantly affect the working conditions of bargaining unit employees;
 - ii. When the subject matter of the change is within the scope of representation;
 - iii. When the Union submits a written request to meet within fifteen (15) calendar days of the date of the University's notice.
 - c. Upon reaching agreement, the parties shall execute an Addendum to the Agreement. Absent reaching agreement, the impasse procedures pursuant to HEERA shall apply.

Article 37: WORK RULES

1. Rules regarding Resident work environment are governed by the Resident and Administrative Policies as well as GME Policies (collectively known as 'Policies'). To the extent the Policies are requirements of ACGME, they shall control. In the event that the Resident and Administrative Policies or the GME Policies and this Agreement conflict, this Agreement shall control.
2. Should the University desire to change any provision in the Policies that falls within the scope of representation, the University shall provide notice of the proposed change to the union. At the written request of the Union, the University shall meet and discuss the proposed change.
3. Work rules do not include University of California system-wide policies. The Union agrees and understands that such policies are applicable to Residents.

Article 38: WORK STOPPAGES/NO STRIKES

1. During the term of this Agreement or any extension thereof, the University agrees that there will be no lockouts by the University. Additionally, during the term of this Agreement or any extension thereof, the Union on behalf of its officers, agents and unit members, agrees that there will be no strikes, work stoppages, sickouts, slowdowns, boycotting, interruption of work, or any other activity which would interfere, directly or indirectly with the operations of the University.
2. During the term of this Agreement or any extension thereof, the Union on behalf of its officers, agents and unit members, agrees that they shall not in any way participate in or lend support to any strikes, including sympathy strikes, or other work stoppages, sickouts, slowdowns, boycotting, interruption of work, or any other activity which would interfere with the operations of the University.
3. Any Resident who violates this Article may be subject to disciplinary action up to and including termination of employment.
4. 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.
5. 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 39: MOONLIGHTING

Each training program must have a moonlighting policy, which specifies that whether or not trainees in that program are allowed to moonlight. Individual programs may prohibit moonlighting by residents or fellows in their program, as per ACGME requirements. A Resident with a valid California medical license or post graduate training license, who is also in good standing with the program, must obtain written permission from their program director to moonlight. The policy must contain a method for written pre-approval, monitoring (which must include the method for tracking hours), and periodic

review. Residents must not be required to engage in moonlighting (internal or external) and this must be clearly stated in the policy. Each program must demonstrate ongoing compliance with clinical and educational work hour requirements. The University will comply with the ACGME Guidelines for Moonlighting.

Moonlighting is not intended to be a substitute for adequate staffing

Execution of the Agreement

The forgoing agreement between the Committee of Interns and Residents/Service Employees International Union (CIR/SEIU) and the Regents of the University of California (UC), having been duly approved by both parties, is hereby executed by the undersigned authorized representative(s) of each party.

Committee of Interns and Residents-
Service Employees International Union

By: [Signature]
Margot Riphagen
Executive Director

Date: December 13, 2019

By: [Signature]
David Dasherpsky
Director of Strategic Campaigns

Date: December 13, 2019

By: _____

Date: _____

The Regents of the University of
California

By: [Signature]
Cheryl Lloyd
Acting Vice President Systemwide Human Resources

Date: February 5, 2020

By: [Signature]
Maure Gardner
Director/Chief Negotiator, UCLA Health

Date: December 13, 2019

By: [Signature]
Alexis O'Connor
Labor Relations Manager

Date: December 13, 2019

UCLA-CIR/SEIU SIDE LETTER ON ACADEMIC DUE PROCESS

UCLA and CIR/SEIU acknowledge that they were unable to reach agreement on the issue of Academic Due Process.

UCLA and CIR/SEIU have reached agreement of all other issues for the Memorandum of Understanding. UCLA agrees to maintain the status quo with regard to its Academic Due Process Policy (attached) pending the fact finding involving UCSF and CIR/SEIU with regard to Due Process surrounding personnel actions. Once that fact finding process is complete, and to the extent that UCSF implements a new Academic Due Process policy, UCLA will adopt the same Academic Due Process policy.

The Articles on Grievance and/or Arbitration are not intended to be expanded or curtailed as a result of the above outcomes, unless specifically identified in the Academic Due Process policy.