



Collective Bargaining Agreement

Between

The University of California San Francisco

and

Committee of Interns and Residents/SEIU

July 1, 2018 – 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 San Francisco, 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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UCSF & CIR/SEIU

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Article 1: RECOGNITION

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

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

Employees excluded from the unit are:

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

Article 2: DURATION

The terms and conditions of this Agreement shall remain in full force and effect commencing July 1, 2018, 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 3: DUES DEDUCTION/POLITICAL ACTION COMMITTEE CHECK-OFF

- A. Initiation of Deductions
The initial deduction of dues pursuant to Section C below shall occur within 60 days following the Union’s notice of ratification.
- B. Union Dues Deductions
1. The Union will certify to the University the Residents and Fellows who have elected to pay dues to CIR/SEIU by providing the information specified in paragraph I., below, to the UCSF campus Payroll Office and Labor Relations Office. Upon receipt of certification from CIR/SEIU the University agrees to deduct the amounts certified from the employee’s paycheck at the rate set by CIR/SEIU.

2. The amount to be deducted shall be a percentage of wages as paid through the payroll system to be set by the Union consistent with its dues structure.
 3. The appropriate deduction will commence as soon thereafter as possible, but in no case later than the pay period commencing forty-five (45) calendar days after the certification for such deduction is provided to UCSF Payroll and Labor Relations.
- C. Union Changes in Deduction Amounts
- Any changes in the rate to be deducted for dues shall be certified to the University by CIR/SEIU, in writing, at least forty-five (45) calendar days prior to the effective date of the dues amount change and mailed to the UCSF Director of Labor and Employee Relations. The Union may change the dues amounts once per calendar year.
- D. Political Action Committee CHECK-OFF
1. CIR/SEIU will provide the University with a legible, signed authorization form executed by the Resident or Fellow. The University agrees to honor the voluntary political action committee (PAC) deduction authorization from the Union in accordance with the following provisions:
 - a. The Resident or Fellow must authorize the PAC deduction to occur.
 - b. The PAC deduction must be in a flat dollar amount.
 - c. This provision is for regular recurring payroll deductions and shall not be used for one-time deductions.
 2. The initial deduction of PAC deductions shall occur within 60 days following the Union's notice of contract ratification. Thereafter, new individual authorizations for PAC deductions will commence as soon thereafter as possible, but in no case later than the pay period commencing forty-five (45) calendar days after the certification for such deduction is provided to UCSF Payroll and Labor Relations.
 3. A Resident or Fellow may discontinue his/her voluntary PAC deduction to CIR/SEIU by filing a request with the Union. CIR/SEIU will provide UCSF the information specified in paragraph I., below, to the campus Payroll Office and Labor Relations Office. Upon receipt of this information from CIR/SEIU the University agrees to cancel the Resident's or Fellow's voluntary PAC deduction. Such contributions will be discontinued as soon thereafter as possible, but in no case later than the pay period commencing forty-five (45) days of receiving the request.
 4. The Union shall be responsible for any reasonable initial and ongoing cost associated with setting up and maintaining and/or ending this additional voluntary PAC payroll deduction.
- E. Lists Related to Union Security
1. The University agrees to electronically transfer funds to CIR/SEIU for all union dues and PAC contributions. CIR/SEIU shall be responsible for any reasonable initial and ongoing programming and monthly processing costs associated with the implementation and maintenance of the dues and deductions and PAC checkoffs.
 2. On a monthly basis, the University will provide a list by name, payment, title code, and amount of dues deducted. The Union shall be responsible for any reasonable processing cost associated with providing this list.
- F. Indemnification
1. The Union agrees to indemnify the University for any claims made by Residents or Fellows for dues deductions made in reliance upon the Union's certification to UCSF. The Union further

agrees to refund to the Resident or Fellow any overpayment or money made to the Union pursuant to this Article through error or oversight on the part of the employer.

2. The Union agrees to indemnify the University for any claims made by Residents or Fellows for PAC deductions made in reliance upon the Union's certification to the University, or delays on the Union's part, in requesting cancellation of voluntary PAC contributions. The Union further agrees to refund to the employer any overpayment or money made to the Union pursuant to this Article through error or oversight on the part of the employer.

G. Fees for Providing Payroll Deductions

For each monthly remittance to CIR/SEIU, the University shall charge the CIR/SEIU and deduct from the dues service amount being remitted \$10.00 for the EFT transmittal of monies to the Union's bank or for the issuance of a manual check; plus \$.07 per Resident or Fellow for whom the University makes dues and/or PAC checkoff deductions. The University shall deduct such charges from the dues service amounts it remits to CIR/SEIU.

H. Correction of Errors

1. If the University fails to make appropriate authorized payroll dues or fee deductions, or any part thereof, the University shall correct the deduction amounts within 30 days of notice from the Union.
2. If the University's error resulted in deductions less than the correct amount, the University shall make the 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 times the normal dues amount in any given pay period, until the complete dues/fees deductions have been made. In the event a Resident or Fellow terminates her or his employment while still owing dues to the Union, the amount owed shall be taken from the Resident or Fellow's final paycheck.
3. If the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the Resident or Fellow accordingly.

The University shall not be responsible for those portions of deductions that the Resident or Fellow's net earnings are insufficient to cover in any pay period.

I. Union Transmission of Dues/PAC Information to the University

1. The Union will only provide a list of employee records for Residents and Fellows for whom CIR/SEIU requests a change.
2. The information shall include:
 - a. Campus
 - b. Resident or Fellow Name
 - c. PGY Year
 - d. Resident or Fellow's current union membership status
 - e. Resident or Fellow's Employee ID number
 - f. GTN code assigned to the deduction
 - g. Union current PAC amount
 - h. Union PAC new or changed amount

A. General Provisions

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

B. Access by the Union/Union Representatives

1. Patient Care Areas: Designated union representatives who are not University employees, or who are not employed at the facility visited, shall have access to patient care areas only as necessary for travel to and from business in those places.
2. Union representatives shall not contact Residents or Fellows in, linger in, or use patient care areas for the purpose of conducting union business. Patient care areas include but are not limited to:
 - a. Nursing stations;
 - b. Patient and/or visitor lounges including patient conference rooms, sitting rooms, and solarium;
 - c. Libraries or study areas located within patient care areas;
 - d. Patient floor and operating room area corridors; and
 - e. Patient rooms, operating rooms, laboratories, clinics, and other treatment and patient care areas.
3. Hours and Right to Access: Designated union representatives may visit the facility at reasonable times to conduct union business pursuant to HEERA so long as they are not interfering with the assigned duties and responsibilities of the Residents and Fellows.
4. Unscheduled Visits: In the case of unscheduled visits with bargaining unit members, the Union representative shall give notice upon arrival in accordance with local procedures.
5. Notwithstanding Article 29, in the event concerns arise over the implementation or application of this article, the parties agree to meet and confer over the provisions of this article upon the request of any party.
6. The Union will furnish annually the University with a written list of all union representatives and officers who are authorized by the Union to conduct union business. This list shall be updated in a timely manner and any changes, additions or deletions to the list shall be made in writing to the University.
7. The Union shall be granted use of designated general purpose meeting rooms to hold events such as, but not limited to, ratification votes, delegation elections and grievance investigations. Such use shall be arranged in advance, in accordance with local access rules and regulations and

shall not be unreasonably denied. Room reservations shall not be canceled by the University except where unforeseen circumstances require the room to be used for purposes including, but not limited to, teaching, patient care-related purposes, or staff conferences. If a reserved room is canceled, the University will attempt to provide a comparable alternative.

8. Preparation of the Agreement: In consultation with the Union, the University shall prepare the official version of this Agreement. The Union may review a copy of the agreement prior to finalizing the Agreement. The University shall post a copy the final official Agreement on the UCOP Labor Relations website.

Article 5: RESIDENT AND FELLOW LIST & ORIENTATION

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

Article 6: LABOR MANAGEMENT MEETINGS

In the interest of fostering a cooperative approach to resolving problems, the Union and the University shall form a labor-management committee made up of no less than three (3) representatives of each party. The Union and the University agree to hold labor-management meetings on a quarterly basis upon written request by either party. These meetings will occur at a mutually acceptable time, date and place on the UCSF Medical Center campus to discuss issues related to working conditions, facilities and items related to this agreement. The Union shall contact University Labor Relations to initiate scheduling of the meetings. Any request for a labor-management meeting and the setting of agenda items by either party should be done with enough advance notice to allow for necessary individuals to attend.

Article 7: PAGERS

Each Resident and Fellow shall continue to be provided with a pager in accordance with University policy as soon as practicable after their date of hire. All Residents and Fellows shall return the pager when they end employment with the University or when directed to return the pager. If the University decides to change its policy regarding pagers, it shall provide notice to the Union at least forty-five (45) calendar days prior to implementing the change. At the written request of the Union to UCSF Labor Relations, the University shall meet and discuss the proposed change with the Union, except that if the proposed change has an economic impact on the residents and fellows the University shall be obligated to meet and confer over the economic impact of the proposed change.

Article 8: EMPLOYEE SECURITY/HEALTH AND SAFETY

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

1. Integrated into the University's infection control program. The literature, seminars, and other educational tools prepared by this program, when appropriate for Residents or Fellows, shall be made available to them. The protocols for blood borne pathogens, developed by the infections control program, shall be given to Residents and Fellows. Residents and Fellows shall be educated on the University's needle-stick protocols and the University shall ensure that proper follow-up and treatment is available to Residents and Fellows.
2. Provided with personal protection equipment that consists of masks, gloves, gowns, goggles, access to eye wash stations, and other appropriate equipment as needed shall be available on each patient unit.
3. Provided reasonable security by the University for themselves and their property in the Residents' and Fellows' areas of work assignment and travel throughout University complexes. When feasible and practical, such security shall include all patient care areas and other University owned or controlled facilities, such as parking.

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

Article 9: SEVERABILITY

In the event that any part of this Agreement is held to be illegal, invalid, void, or unenforceable by any court of competent jurisdiction, all of the remaining conditions and provisions of this Agreement will remain in full force and effect during the term of this Agreement. In the event that any provision of this Agreement is declared illegal, invalid, void, or unenforceable, the parties agree to meet promptly upon the request of the other party in an attempt to reach an agreement on a substitute provision.

Article 10: PROGRAM CLOSURE

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

Article 11: GRIEVANCE AND ARBITRATION

- A. Definitions
 1. Grievance: A grievance is defined as a claim that the Resident or Fellow has violated a specific provision of this Agreement during the term of this Agreement.
 2. Process: All grievances will be filed with UCSF Labor and Employee Relations.

3. Eligibility: A grievance may be brought to the attention of the University through this procedure by an individual Resident or Fellow within the bargaining unit or by the Union. A grievance may not be brought through this procedure by the University.
4. Consolidation: Grievances brought by or related to two or more bargaining unit Residents or Fellows, and multiple grievances by or related to the same Resident or Fellow, 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 because of the consolidation of that grievance with other grievances. Notwithstanding the forgoing, the Union can on its own bring a “class” grievance on behalf of two or more bargaining unit members.
5. Representation: A Resident or Fellow shall have the right to be represented in all steps of the grievance and arbitration procedure by one person of the Resident or Fellow’s choice. A union representative shall have the right to be present at all steps of the grievance and arbitration procedure.
6. Administrative 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 University of California, San Francisco Graduate Medical Education Academic Due Process and Leave Policy in the Housestaff Information Booklet. These decisions and academic and/or administrative actions shall only be subject to review as provided under the University of California, San Francisco Graduate Medical Education Academic Due Process and Leave Policy in the Housestaff Information Booklet.

B. Procedure

1. Informal Review/Step 1: As soon as practicable, the Resident or Fellow and/or the Union shall discuss the grievance with the Program Director. All parties shall 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 Program Director, the Resident or Fellow may file a formal grievance as set forth below. Attempts for informal review or discussion shall not extend the timelines set forth in this article for the initial filing (step 2) of the grievance.
2. Step 2: A formal grievance must be filed in writing to the UCSF Director of Labor and Employee Relations on the official form as set forth in Appendix XXX. The grievance may be amended by mutual agreement of the parties. The UCSF Director of Labor and Employee Relations must receive the written grievance within thirty (30) calendar days after the date on which either the Resident or Fellow or the Union knew of the event or action which gave rise to the grievance or within fifteen (15) calendar days after the date of the Resident or Fellow’s last day on pay status. For the initial filing of a grievance, the date filed shall be the date received. However, if the grievance is mailed, the date of the US Postal Service postmark shall be considered the date filed. For grievance appeals and responses, the date of issuance shall be the date hand-delivered, or the date of the US Postal Service postmark if mailed. The date of hand delivery shall be the date of the stamp or handwritten acknowledgement of receipt as noted by the Labor Relations office. The University shall acknowledge receipt by dating the form and providing a copy of the dated form to the grievant or his/her representative.

Electronic filing: If a grievance or appeal is filed by email, the attachment must be in PDF format or similar electronic document. The Union also agrees that by filing a grievance or appeal by

email, all subsequent University responses may be sent by email and shall constitute service of any written response as outlined in this article. 1) UCSF Labor and Employee Relations shall notify the Union of the email address where grievances and appeals may be electronically filed. 2) All subsequent University responses may be sent by email to [abush@cirseiu.org]

3. Formal grievances must set forth:
 - a. The specific section and provisions of the agreement alleged to have been violated;
 - b. The action grieved and how it violated the above-mentioned provisions;
 - c. The date of the occurrence of the alleged violations;
 - d. How the grieving Resident or Fellow was adversely affected;
 - e. The name of the Resident or Fellow representative;
 - f. The date the Resident or Fellow discussed the alleged violation with the Program Director;
and
 - g. The remedy requested.

The designated UCSF official shall review the grievance and meet with the Resident or Fellow and representative to discuss the grievance within fifteen (15) calendar days of the receipt of the Step 2 grievance form. During the meeting the Resident or Fellow and union representative shall present all evidence relevant to the grievance. This meeting may be waived by mutual agreement and confirmation in writing by either party.

Decision: The University shall render a written decision within fifteen (15) calendar days following the date of completion of the Step 2 meeting or agreement to waive the Step 2 meeting. The decision will be mailed to the Resident or Fellow and the union representative. A copy of the decision shall be sent by United States mail with a proof of service and/or read receipt electronic mail to the Union. Such decision shall not set any precedent. The Union may appeal the grievance to arbitration as outlined below within thirty (30) calendar days of the date on which the decision was received by 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 initial 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 an extension has not been agreed to in advance, the grievance will be considered resolved on the basis of the University's written response. Failure by the University to reply to the Resident or Fellow's 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. The grievant or her/his representative has the right to appeal the grievance to the next step of the Grievance procedure within 15 (days) from the date that the University's response deadline.

D. Release time

1. Whenever the University and the Union convene a meeting to mutually resolve a grievance during the scheduled work time of a Resident or Fellow who is a grievant or a representative, reasonable release time shall be granted to the Resident or Fellow(s) involved upon the Union's advance request.
2. Bargaining unit members called to participate at such meetings may be released from work with reasonable advance request and grant leave with pay for reasonable time spent in meetings.

E. Resolution

Informal resolution may be agreed upon at any stage of the grievance process. Prior to the resolution of any formal grievance in this bargaining unit, the Union shall be notified. Any offers of settlement are off the record and not admissible at any step in the grievance process or in the arbitration proceeding below.

F. 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 request for arbitration must be received by the UCSF Director of Labor and Employee Relations within twenty (20) calendar days of the receipt of the Step 2 grievance decision by the Union from the University. Proof of service must accompany these mailings. The date of the arbitration request shall be the date received by UCSF Labor and Employee Relations or if mailed by United States Postal service, the postmark.
2. Selection of Arbitrators: Within thirty (30) calendar days of a request for arbitration, the parties shall meet and attempt to mutually agree to the selection of any qualified and available person to serve as an arbitrator. Should the parties fail to select the arbitrator, they shall use the list of arbitrators herein by randomly drawing three names. The first arbitrator's name drawn shall be contacted. If the arbitrator's first available date is more than sixty (60) calendar days from the date of the request for arbitration, the parties may agree to contact the next arbitrator's name drawn. If neither the second nor the third arbitrator is available within sixty (60) calendar days, the selection process shall be repeated until an arbitrator is selected.
3. Bifurcation: The arbitration process shall be bifurcated where the University asserts that there are procedural (e.g., timeliness, standing) and/or arbitrability issues that preclude the Union from proceeding to a hearing on the merits of the claim.
 - a. Where the University requests bifurcation prior to the selection of an arbitrator, the issue(s) of arbitrability shall be resolved in a hearing prior to and separate from the hearing (if any) about the substantive facts and/or allegations in dispute. In such a case, the parties shall use the arbitrator selection process to select two arbitrators. The first arbitrator will be selected to hear the issues of arbitrability and the second arbitrator will be selected to decide the merits of the case if the issues are determined to be arbitrable. Unless either party requests a full and complete arbitration proceeding on the arbitrability issue, the first arbitrator shall issue either a bench decision, or upon either party's request, a written decision within seven (7) calendar days of the completion of the arbitrability hearing.
 - b. In the event that the first arbitrator, as a result of the arbitrability hearing referenced above determines a matter to be arbitrable, the first arbitrator shall have no authority to decide the issues pursuant to the merits of the case. A hearing on the merits of the case will be scheduled with the second arbitrator, unless the parties agree otherwise.
 - c. If, following the selection of the arbitrator, the University raises for the first-time issue(s) of arbitrability, a single hearing on the issue of arbitrability and the substantive facts will be held, unless the parties agree otherwise.
4. 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 Union shall have full authority to settle, withdraw or otherwise dispose of any grievance brought on behalf of the Union and/or on the behalf of Residents and Fellows. An agreement by the parties to settle, withdraw, or otherwise dispose of a grievance appealed to arbitration shall be binding upon the grievant(s).
- f. The arbitration hearing shall be closed to the public, unless the parties otherwise agree in writing.
- g. The arbitrator, following the close of the record of the hearing, shall consider the evidence presented and render a written decision. 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.
- h. The arbitrator's fees shall be borne equally by the parties. Expenses for stenographic or other services or facilities shall be borne by the party requesting such services or facilities, unless the parties agree otherwise in advance.
- i. Unless there is an agreement by both parties to modify the scope of the hearing, the issue(s) to be heard by the arbitrator shall solely and in its entirety be restricted to the issue(s) stated by Step 2. Issues or allegations which were known or should have been known to either party but not introduced by the Step 2 process shall not be introduced by either party at the arbitration hearing.

5. Scope of Arbitrator's Authority

The arbitrator 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 arbitrator's decision will set forth the findings of fact, reasoning, and conclusions on issues submitted by the parties. The arbitrator's authority shall be limited to determining whether the University has violated arbitrable provisions of this contract and to ordering corresponding remedies. 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 matters of academic or clinical judgment. To the extent that the University's action is based upon academic judgment, the arbitrator shall have no authority or jurisdiction to substitute his/her judgment for that of the University and its agents.

The arbitrator shall have the authority to subpoena documents and to require the attendance of witnesses upon the reasonable request of either party but not upon his or her own motion. The expense of service and appearance fees, if any, shall be borne entirely by the party requesting the subpoena of witnesses and each party shall, in advance of the hearing date, inform the other party of the identity of witnesses it subpoenaed. The arbitrator shall be the sole judge of the relevancy and materiality of the evidence and testimony offered. The arbitrator may receive and consider evidence but shall give appropriate weight to any

objections made. All documents to be considered by the arbitrator shall be filed at the hearing, or within the post-hearing time lines agreed to by the parties during the hearing.

6. Decision and Remedy

- a. If the grievance is sustained in whole or in part, and subject to the limitations set forth herein, the remedy shall not exceed restoring to the Resident or Fellow the pay, benefits or rights lost as a result of a violation of this agreement, less any compensation and benefits received from any source, including, but not limited to, worker's compensation and unemployment insurance benefits. The decision of the arbitrator, within the limits described herein, shall be final and binding and distributed to the parties within thirty (30) calendar days of the close of the record of the hearing, unless the arbitrator notifies the parties that the time frame cannot be met.
- b. 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 Union; 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 of the hearing, when the first date is rejected by the Union; 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.
 - 4) Upon the request of either the University or the Union, the arbitrator shall retain jurisdiction if there are disputes concerning an award of retroactive pay (and/or benefits).

7. 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 or Fellow who is a grievant or a representative, reasonable release time with pay shall be granted to such Resident or Fellow(s) involved so long as a written request for release time is received at least 24 hours in advance. Residents or Fellows so released shall be granted leave with pay.
- b. When arbitrations or meetings occur outside a Resident or Fellow's scheduled work time, no Resident or Fellow release time shall be granted. Residents or Fellows called as witnesses may be released from work for reasonable time spent in meetings convened to resolve the arbitration and for the arbitration hearing. Time spent in investigating and preparation for arbitration shall not be on pay status.

8. List of Arbitrators

- a.
- b.
- c.

Article 13: VACATION

Vacation leave with compensation shall be four (4) workweeks per academic year. Vacation time does not accrue from year to year and must be scheduled and taken in the same academic year the vacation is earned. Under special circumstances, departments may make a discretionary allowance for carry over beyond that year. Vacation leave shall be scheduled by mutual agreement with the program and/or department and given as leave depending upon the mode of scheduling of a given service. Procedures for requesting and assigning vacation schedules must follow departmental or programmatic written policy and be in compliance with each program's ACGME Program Requirements and specialty board requirements, which concern the effect of leaves of absence, for any reason, on satisfying the criteria for completion of the residency or fellowship program.

Article 14: SICK LEAVE

Sick leave with compensation is given at the rate of twelve (12) days per academic year. Sick leave is credited to the year of appointment and does not carry over from year to year. In addition, vacation leave may be used to cover sick leave, which exceeds twelve (12) days. Unused sick leave shall be forfeited upon graduation, termination, or resignation. Additional sick leave may be granted at the discretion of the program and/or department. Makeup time may be required to meet educational objectives and be in compliance with ACGME Program Requirements and specialty board requirements.

Article 15: PARENTAL LEAVE

- A. The University shall provide two (2) workweeks of parental leave with pay each academic year to a parent to allow them to bond with a newborn child or child recently placed via adoption, provided the leave takes place within one year of the birth of the child or placement of the child with the resident or fellow. Beginning July 1, 2019, the University shall provide three (3) workweeks of parental leave with pay. Beginning July 1, 2020, the University shall provide four (4) workweeks of parental leave with pay.
- B. If the Resident or Fellow is eligible for leave under the Family and Medical Leave Act and/or the California Family Rights Act, parental leave can extend to up to twelve (12) workweeks. If the Resident or Fellow wishes to be paid for work days beyond the paid entitlement in paragraph A during parental leave, the Resident or Fellow may use accumulated sick and/or vacation time for such pay.
- C. The University will provide direct human resources support in helping Residents and Fellows to coordinate their parental leave. Residents and Fellows will be given support in making up training time lost due to parental leave of absence so that the Resident or Fellow can complete their residency or fellowship program.

Article 16: OTHER LEAVE

- A. Leave for Military Service
Residents and Fellows are eligible for up to thirty (30) days of military leave with pay while engaged in the performance of military duty. All benefit coverage will continue during paid

military leave. Absence from the training program to meet military service obligations must be with the approval of the program director and/or department.

B. Leave for Jury Duty

A Resident or Fellow called to jury duty will receive regular compensation for time served. The Program Director and/or department must be notified as soon as a jury summons is received. Only the court, pursuant to the procedure outlined in the Jury Summons Notice, can grant deferment or excused absence from jury service.

Article 17: ANCILLARY STAFFING LEVELS

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

UCSF will comply with any changes to these requirements.

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

Article 18: EDUCATIONAL TIME

The Union and the University recognize that education is a key component of the residency and fellowship programs at the University. Scheduled academic activities including, but not limited to didactics, conferences, courses, simulations, computer training sessions, and orientation days shall be protected to the furthest extent practical. During such protected education time, Residents and Fellows shall be released from clinical duties during educational time to the furthest extent practicable.

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

Article 19: WELL-BEING COMMITTEE

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

Article 20: INSURANCE AND BENEFITS

- A. Residents and Fellows are eligible to participate in the University's Health, Dental, Vision, Short Term Disability, Long Term Disability, Accidental Death and Disability, and Life Insurance Plans.
- B. The University may, at its option, alter its health and welfare programs. Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, changing the carrier for established plans or programs, changing the administrator of such plan, or altering Resident or Fellow and University monthly rates of contribution. However, the University will notice the Union and, upon request, meet and discuss the alterations the Union was advised of. In no event shall these discussions delay implementation of the University's objectives.

- C. The University will continue to explore the creation of a Section 125 Flexible Spending Plan. At the Union's request, the University will meet and discuss its efforts at creating a Section 125 Flexible Spending Plan.

Article 21: TRANSPORTATION

- A. Taxi Voucher Program: The University will continue to offer a taxi voucher program to be used by Residents and Fellows to get home safely when they are unfit to drive home after work. When needed, the taxi voucher program provides the Resident or Fellow two (2) vouchers, one (1) for transport to the Resident or Fellow's home and one (1) for transport back to the hospital. The vouchers are provided at no cost to the Resident or Fellow.
- B. Ride-Sharing Voucher Program: In lieu of the Taxi Voucher Program, the University has the option of testing a pilot program utilizing a ride-sharing service (i.e., Lyft® or Uber®). After the pilot program period, if the University determines that the Taxi Voucher Program should be replaced with a ride-sharing service, the University will provide notice to the Union. At the Union's request, the University will meet and discuss any proposed change to the Taxi Voucher Program.
- C. Shuttle Service: The University currently provides free shuttle service between Moffit/Long, University, ZSFG, the VA, Mount Zion, UC Housing, Laurel Heights, and Mission Bay with a frequency of approximately every 30 minutes between the hours of 5:30AM and 10:30PM. The University recognizes the importance of the shuttle service to its employees, including Residents and Fellows. In the event there is a change to the current shuttle service, the University agrees to meet and discuss the changes with the Union at the Union's request.

Article 22: CHILDCARE

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

Article 23: PARKING

Residents and Fellows who are approved for parking through the Office of Graduate Medical Education are eligible to purchase a UCSF parking permit.

Article 24: LICENSE AND USMLE REIMBURSEMENT

- A. General Eligibility: To be eligible for reimbursement under this provision a Resident or Fellow must meet both of the following requirements:
 - 1. The Resident or Fellow must be appointed through the Office of Graduate Medical Education in a residency or fellowship training program for the relevant academic year; and
 - 2. The Resident or Fellow must have an active appointment on the date payment was made to the Medical Board of California or Federation of State Medical Boards.

- B. Eligibility for Specific Reimbursements
1. Licenses: In order to be eligible for reimbursement for new licenses (application and processing fees) the issue date of the license must be within the academic year in which reimbursement is sought. In order to be eligible for reimbursement for a license renewal, the license expiration date must be within the academic year in which reimbursement is sought. Only those fees paid directly to the Medical Board of California for licensure are reimbursable. Other expenses incurred such as those for notary, Live Scan fingerprinting, photography services, and transcript services, are not eligible for reimbursement.
 2. USMLE Step III: In order to be eligible for reimbursement for United States Medical Licensing Examination (USMLE) Step III exam fees, the examination date must occur within the academic year in which reimbursement is sought. Only those fees paid directly to the Federation of State Medical Boards for Step III are reimbursable. Residents and Fellows are only eligible to receive this reimbursement once during the term of their employment with UCSF.
- C. Reimbursement Process: Residents and Fellows must provide documentation of any costs incurred for which they seek reimbursement, along with submitting a filled request for reimbursement form. Reimbursement forms shall be provided and handled by University administration. UCSF may modify the process for seeking reimbursement with notice to the Union.
- D. Reimbursement Amounts: The reimbursement amounts shall be:
1. Application for Training License (PTL): \$461.51
 2. Initial License: \$393.15
 3. License Renewal: \$477.59
 4. USMLE Step III: \$815.46

These amounts may be increased at the discretion of UCSF and upon notice to the Union.

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

Article 25: MEALS

- A. Meal Allowances: Residents and Fellows on a rotation at a UCSF owned and operated facility shall receive a meal allowance of \$250/month for use in UCSF cafeteria facilities, meal vending machines, and coffee shops. The meal allowance will be delivered using the University's debit meal card system as set forth in the Housestaff Information Booklet. The University reserves the right to modify the debit meal card system at its discretion.
- B. Programs that provide or elect to provide additional benefits: Some programs, as of the effective date of this contract, provide meal allowances to Residents and Fellows that exceed what is

provided for by the Article 239(A). It is not the intent of the University to reduce these specific meal allowances. Prior to making any reduction to said meal allowances, the University shall provide notice to the Union prior to implementation; and upon written request by the Union, the University shall meet and discuss the change.

Article 26: SALARY

A. Determination of Salary

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

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

B. Salary Increases

1. As set forth in the attached salary scale (Appendix XX) 2018-2019 salaries were increased 3% from the 2017-2018 UCOP salary scale.
2. Effective July 1, 2019, salaries shall be increased 6.0%.
3. Effective July 1, 2020, salaries shall be increased by 3.0%
4. Effective July 1, 2021, salaries shall be increased by 3.0%.

Article 27: HOUSING ALLOWANCE

1. Effective July 1, 2019, the housing allowance of \$1,008.33 per month shall be increased 6% to \$1,068.83 per month.
2. Effective July 1, 2020, the housing allowance shall be increased 3% to \$1,100.89 per month.
3. Effective July 1, 2021, the housing allowance shall be increased 3% to \$1,133.92 per month.

The HEAL fellowship is exempt from Article 27 because fellows in the program receive housing accommodations.

Article 28: NO STRIKES/NO LOCKOUTS

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

sickouts, slowdowns, boycotting, interruption of work, or any other activity which would interfere with the operations of the University.

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

Article 29: WAIVER

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

Article 30: WORK RULES

- A. Rules regarding resident and fellow work environment are to be governed by the University's Housestaff Information Booklet. To the extent the Housestaff Information Booklet and this Agreement conflict, this Agreement shall control.

- B. If the University desires to change any provision in the Houstaff Information Booklet that falls within the scope of representation, and assuming the change does not conflict with any provision in this Agreement, the University shall provide notice of the proposed changes to the Union. At the request of the Union, the University shall meet and confer over the proposed changes.
- C. Work rules do not include system-wide policies. The Union agrees and understands that such policies will be applicable to residents and fellows as designated.

Article 31: MANAGEMENT RIGHTS

- A. Management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, the Union agrees the University has the right:
 - 1. To establish, direct and control the University's missions, programs, objectives, activities, resources, and priorities, including Affirmative Action plans and goals;
 - 2. To manage the hospitals, laboratories, clinics, offices, and other facilities and operations; to establish and administer procedures, rules and regulations, and direct and control University operations;
 - 3. To introduce new, alter, extend, or discontinue existing methods, programs, equipment, facilities, and location of operations;
 - 4. To determine or modify the number, qualifications, scheduling, responsibilities and assignment of medical residents and fellows covered under this Agreement;
 - 5. To establish, maintain, modify or enforce standards of performance, conduct, order and safety;
 - 6. To determine the content of performance evaluations and the processes and criteria by which performance is evaluated;
 - 7. To establish and require residents and fellows to observe University rules and regulations;
 - 8. To discipline or dismiss medical residents and fellows with due process;
 - 9. To assign work, work location and schedule hours of work;
 - 10. To recruit, appoint, reappoint, not reappoint, or transfer;
 - 11. To determine the location or relocation, reorganization, or discontinuance of operations; and
 - 12. To subcontract all or any portion of any operations.
- B. Decisions regarding academic and patient care matters will be made at the sole discretion of the University and are outside of the scope of bargaining.
- C. The above list of management rights is not exhaustive and does not exclude other management rights not specified herein, nor will the exercise or non-exercise of rights constitute a waiver of any such rights by the University.

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

SIDE-LETTER ON DUE PROCESS

During the negotiations for an initial collective bargaining agreement (CBA) between the University of California at San Francisco (University) and the Committee of Interns and Residents/SEIU Healthcare (Union) the parties were unable to reach agreement on the issue of due process. In order to avoid having this issue delay attainment of a CBA, the parties have agreed to enter into a CBA on all issues other than due process.

With respect to the issue of due process, notwithstanding Article 29 – Waiver, the parties agree to jointly request that the Public Employment Relations Board submit this issue to a factfinding panel pursuant to Government Code section 3590 et. seq. Upon submission of this issue to a factfinding panel, all the provisions of Government Code section 3590 et. seq. shall apply.

The parties agree to submit the joint request for factfinding within five (5) days after the initial CBA between the parties has been fully ratified. Although only the issue of due process will be submitted to factfinding, subject to the control of the factfinding panel, either party may present evidence of bargaining history and/or other proposals in order to provide context for its position on due process. It is agreed that within the scope of the issue of due process the applicability of grievance and arbitration remains open and nothing in Article 11 – Grievance and Arbitration is intended to limit the scope of factfinding on due process.

The parties acknowledge and agree that irrespective of the outcome of the factfinding process, the provisions in the CBA between the parties shall remain in full force and effect during its term, including Article 28 – No Strikes/No Lockouts.

Appendix A: UCSF Access Guidelines¹

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

I. Purpose

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

II. Background

There are numerous instances when employee organizations and their representatives desire to solicit, meet with, or otherwise establish contact with University employees. Since the atmosphere we have attempted to create is critical to the University's values, these

regulations are promulgated to ensure the highest level of respect and service to our patients, students, visitors and staff, as well as employee organizations and their representatives.

III. Definitions

A. Employee Organizations

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

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

. Employee Organization Representative

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

C. Official University Activities

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

D. Restricted Areas

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

1. Patient care, clinical laboratories and clinical areas, including, but not limited to:
 - Chart rooms and rooms that function as or are in the nature of chart rooms
 - Nursing stations
 - Patient and/or visitor lounges including patient conference rooms, sitting rooms, and solaria
 - Libraries or study areas
 - Patient floor and operating room area corridors
 - Patient rooms, operating rooms, laboratories, clinics, and other treatment and

patient care areas

2. Academic and research areas while instruction, counseling/advising, or research is in progress
3. Research areas when the health, safety or security of individuals or the research could be adversely affected
4. Confidential and/or secured work areas, including, but not limited to the following areas: student and patient records, medical records, cashier's office, radiation areas, information services/computing, telecommunications, and central plant.
5. Private residential areas of students
6. Loading dock areas
7. Medical Center Way
8. The main entrance to the Medical Center at 505 Parnassus, including the semicircular driveway adjacent thereto, Mt. Zion Hospitals, in front of the main entrance to the Ambulatory Care Center, the entrances to other inpatient or outpatient clinics or additional hospitals or clinics that may be built or occupied in the future. This shall include patient drop off and pick up locations that may be at or near these front entrances.

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

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

website: <http://osl.ucsf.edu/space/index.html>. For information on how to schedule non-restricted meeting rooms, refer to section IX of these guidelines.

IV. U.S. Mail

U.S. Mail which is received by the University bearing an employee's name and an accurate address will be distributed to the employee in the normal manner. Employee organizations and their representatives are strictly prohibited from the use of the University's mail system. In locations where employee mail boxes exist, employee organizations and their

representatives may reasonably use such boxes, provided the boxes are not located in a confidential and/or restricted area. If employee mail boxes are located in a confidential and/or restricted area, arrangements can be made with the Labor and Employee Relations office for the Campus or Medical Center to distribute the information in the same manner that other such information is distributed.

V. General Rules

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

VI. Bulletin Boards

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

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

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

VII. Employee Lounges and Break Areas

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

VIII. Picketing/Demonstrating/Leafleting

- A. Employee organizations and their representatives may engage in reasonable activities such as leafleting and setting up literature tables in non-restrictive areas. Such activities shall not interfere with or disrupt operations or impede ingress and egress at University facilities. Specific limitations are outlined below and are illustrative, not all inclusive:
 - 1. Picketing and demonstrations shall be limited to public access areas only and may not take place on University property. The University's Police Department and/or Medical Center security will be responsible for enforcement.
 - 2. While these areas are restricted as defined in Section III.D. above, it bears repeating that at no time shall there be picketing, demonstrating, leafleting or other activities at 505 Parnassus, Mt. Zion Hospitals, in front of the main entrance to the Ambulatory Care Center, the entrances to other inpatient or outpatient clinics or additional hospitals or clinics that may be built or occupied in the future. This shall include patient drop off and pick up locations that may be at or near these front entrances. Interference with entrances to University buildings, functions and activities; disturbance of University offices, classes, study facilities, and patient care and research; and harm to University property are prohibited.
 - 3. At no time shall there be leafleting, demonstrating, picketing or the interference of ingress and egress at University parking structures or lots.
 - 4. Employee organizations may utilize special use areas for activities such as

distributing information and table set-up when such activities are sponsored by Labor & Employee Relations and are consistent with use of University space policies and guidelines as described in the University of California Policies Applying to Campus Activities, Organizations and Students. Special use areas are available at the

Parnassus and Mission Bay (Genentech Hall, Koret Quad and other Mission Bay sites) campuses, or any other location that may be identified by the University for special use in the future.

5. In addition to special use areas, employee organizations, with prior reservation and approval from Labor & Employee Relations, may set up tables for use as literature booths, voting venues, etc, only in the following areas:
 - Laurel Heights 2nd floor corridor adjacent to the View Cafe
 - Mission Center Building lobby
 - Medical Sciences 1st Floor lobby
 - Mt. Zion entranceway to the cafeteria and/or the dining room, if available
6. While public sidewalks are available for public use, they must be kept available for normal pedestrian traffic at all times.
7. Drums, megaphones and/or amplified noises or sounds shall not be permitted in front of patient entrances to Long, Moffitt and Mt. Zion Hospitals, the Ambulatory Care Center, other inpatient or outpatient clinics and additional hospitals or clinics that may be built or occupied in the future. Such mechanisms may be permitted in other designated picketing and demonstration areas to the extent they do not disrupt business operations or violate local ordinances.

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

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

- A. Complete the Room Reservation Request form and fax to Campus Labor & Employee Relations at (415) 514-6715 or Medical Center Employee Relations at (415) 353-4029 to request a meeting room or table/chair set-up for a particular area. Requests must be submitted at least ten (10) calendar days in advance of the event, whenever possible. In the event of conflicting requests, scheduling will be based upon the date

the written request was received on a first come, first served basis. Requests must include the following information:

1. Name of the organization or individual making the request
 2. Name and/or purpose of the event
 3. Date and day of the event
 4. Start and end times of the event
 5. Expected attendance
 6. Contact Information for the person in charge of the event
- B. When additional resources are required (such as table and chair set-up, etc.) and costs are incurred, Labor & Employee Relations contacts Facilities Management for a Work Order, which will initiate the process to bill Labor & Employee Relations. Labor & Employee Relations will submit an invoice to the employee organization requesting the reservation. An employee organization's failure to reimburse the University for costs associated with a reservation request may result in future requests being denied.
- C. When a room is utilized at a time not on the normal open/close schedule, charges may be levied for environmental conditioning, special cleaning, and opening/closing.

X. Prohibited Activities

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

**APPENDIX B
GRIEVANCE FORM**

**CIR/SEIU
GRIEVANCE
FORM**

Allegations of a violation of Agreement in effect between the University and CIR/SEIU must be filed in on this form. See the UC/CIR-SEIU Agreement for details regarding the filing of a grievance. Forms must be submitted to the Campus Labor and Employee Relations Office. PLEASE PROVIDE THE INFORMATION REQUESTED IN ACCRDANCE WITH ARTICLE 11, GRIEVANCE PROCEDURE OF THE COMMITTEE OF INTERNS AND RESIDENTS-SEIU HEALTHCARE AGREEMENT. If you wish to file a grievance or want more information about possibly filing a grievance, please contact your local CIR representative. Refer to: <https://www.cirseiu.org/contact-us/> or call: 1-510-671-2626.

GRIEVANT'S NAME

GRIEVANCE NUMBER (TO BE COMPLETED BY THE UNIVERSITY)

GRIEVANT CLASSIFICATION TITLE

GRIEVANT'S DEPARTMENT/PROGRAM

GRIEVANT'S HOME TELEPHONE

NAME OF GRIEVANT'S IMMEDIATE SUPERVISOR,
TITLE, AND TELEPHONE NUMBER

NON-WORK ADDRESS TO WHICH CORRESPONDENCE MAY BE
SENT TO GRIEVANT

IF REPRESENTED IN THIS GRIEVANCE, PROVIDE THE FOLLOWING:

REPRESENTATIVE'S NAME

REPRESENTATIVE'S ORGANIZATION

REPRESENTATIVE'S TELEPHONE NUMBER

REPRESENTATIVE'S NON-WORK ADDRESS, CITY, STATE, ZIP

TYPE OF GRIEVANCE: INDIVIDUAL

GROUP (LIST ALL GRIEVANTS)

UNION

SPECIFIC ARTICLE(S) & SECTION(S) OF THE UCSF/CIR
AGREEMENT ALLEGED TO BE VIOLATED:

DATE OF ALLEGED VIOLATION

DATE OF INFORMAL STEP 1 MEETING WITH
SUPERVISOR

DATE OF INFORMAL STEP 1
RESPONSE, IF ANY

UCSF CLINICAL TRAINING TITLE CODES / SALARY SCALES

Effective July 1, 2021

	PAYROLL TITLE	PGY LEVEL	Monthly Rate	Annual Rate
Residencies - Approved Programs (ACGME/ABMS)	2709*	I	\$5,363.47	\$64,361.60
	2723*	II	\$5,541.24	\$66,494.88
		III	\$5,758.93	\$69,107.22
		IV	\$5,986.19	\$71,834.26
		V	\$6,231.15	\$74,773.84
		VI	\$6,462.81	\$77,553.74
		VII	\$6,677.79	\$80,133.47
Clinical Fellowships - Approved Programs (ACGME/ABMS)	2736*	IV	\$5,986.19	\$71,834.26
		V	\$6,231.15	\$74,773.84
		VI	\$6,462.81	\$77,553.74
		VII	\$6,677.79	\$80,133.47
		VIII	\$7,029.21	\$84,350.55
		IX	\$7,224.88	\$86,698.62
Non-ACGME Clinical Fellowships - Independent Study	2733*	II	\$5,541.24	\$66,494.88
		III	\$5,758.93	\$69,107.22
		IV	\$5,986.19	\$71,834.26
		V	\$6,231.15	\$74,773.84
		VI	\$6,462.81	\$77,553.74
		VII	\$6,677.79	\$80,133.47
		VIII	\$7,029.21	\$84,350.55
		IX	\$7,224.88	\$86,698.62
		Housing Allowance	2709, 2723	
2736, 2733	I - IX		\$1,133.92	\$13,607.04
Chief Stipend **	2738*	---	\$50/month to \$150/month	
Additional Pay for Moonlighting ***	2735	--	Variable	
Intern - Clinical Psychology	2715	--	\$31,382.00	
Non-Physician Clinical Trainee	2740	--	Range: Minimum - Maximum	
			\$47,484.00	\$60,000.00

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

** The compensation of a Chief Resident or Fellow Physician should be paid according to their step assignment as a Resident or Fellow Phys (title code 2723 or 2736) plus an additional fixed annual stipend as Senior/Chief Resident or Fellow (under title code 2738).

*** For ACGME Residents and Fellows, a moonlighting agreement must be approved by the Program Director prior to moonlighting activity.