



Collective Bargaining Agreement

Between

The University of California-Irvine

and the

Committee of Interns and Residents/SEIU

April 20, 2020 – June 30th, 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, Irvine, 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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Healthcare

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ARTICLE 1: RECOGNITION

- A. The Regents of the University of California (hereinafter “the University”) recognize the Patient and Physician Safety Association/CIR/SEIU, (hereinafter “the union”) as the exclusive representative for matters within the scope of representation of the bargaining unit certified by the Public Employees Relations Board Hearing Officer in Case #SF-RR 939H that shall include:
1. All medical residents, including interns and fellows, who are employed at the University of California, Irvine Medical Center and who are in Title Codes 2709, 2723, and 2738.
 2. And shall exclude:
 - a. All medical housestaff on rotation at facilities not owned and operated by the University of California in title codes 2708, 2724, and 2275.
 - b. Clinical Instructors in Title Codes 1731, 2070, and 2077.
 - c. Chief Residents who have completed their first board residency program.
 - d. All managerial, supervisory, and confidential employees.
 - e. All other employees.
- B. As used in this Agreement, the terms “resident” and “residents” shall include one or more members of the bargaining unit as defined above.

ARTICLE 2: DURATION

The terms and conditions of this Agreement shall remain in full force and effect commencing April 20, 2020 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 services 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

- A. Upon written certification by the union of membership, the University agrees to deduct union dues from individual employee’s monthly paycheck to the Committee of Interns and Residents/SEIU at the rate set by CIR. The amount shall be either a percentage of wages or a set annual dollar amount to be set by the union consistent with its dues structure.
1. The certification(s) are to be provided to the UC Irvine Payroll Office at payroll@uci.edu, with a copy to Enterprise Workforce Relations at unionmef@uci.edu. 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 of the authorization for such deduction is provided to the UC Irvine Payroll Office.

2. The authorization for dues deduction shall remain in full force and effect until such time that the union notifies the University that dues deductions are to cease. Such deductions shall be stopped within 30 calendar days of receipt of the notice to the University. If dues have been deducted in that 30-day period, the union shall promptly refund them to the employee.

B. Lists Related to Union Security

1. The University agrees to electronically transfer funds to Committee of Interns and Residents/Service Employees International Union for all union dues deductions which have been requested by the union. 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 deduction and fair share program.
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 costs associated with providing this list.
3. The University will continue to provide rotational lists until no longer required.

C. Union Changes in Deduction Amounts

Any changes in the amount to be deducted for resident dues shall be provided to the University by CIR, in writing, at least forty-five (45) calendar days prior to the effective date of the dues amount change and mailed to the UC Irvine Senior Director, Enterprise Workforce Relations. The University shall provide the union with estimated costs and an estimated time of completion and the union shall pay the agreed-upon costs before the University makes the change. The union may change the dues amount once per calendar year.

D. Indemnification

The union agrees to hold the employer harmless from any liability in withholding or transmitting dues fees except for liability to the union for monies actually withheld, but not transmitted. 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.

ARTICLE 4: PAC CHECK-OFF

The University agrees to honor political action deduction authorization from residents who are union members. The union and the University will work together to approve an authorization form similar to those used by other bargaining units. The union shall be responsible for any reasonable initial and ongoing cost associated with setting up and maintaining this additional check off payroll deduction.

ARTICLE 5: SALARY & CHIEF RESIDENT PAY

A. Salary

1. Effective upon ratification, the University shall increase the salary scale for residents by six percent (6%). Within one month of the first of the month following ratification, residents employed on the date of ratification shall receive a lump sum payment of \$2,500.00.
2. **Fiscal Year 2020-21.** Effective July 1, 2020, the University shall increase the salary scale for residents by three percent (3%).
3. **Fiscal Year 2021-22.** Effective July 1, 2021, the University shall increase the salary scale for residents three percent (3%).

B. Chief Resident Pay

Chief Residents shall receive a stipend of \$50 per month per monthly pay period for Chief Resident duties who are members of the bargaining unit.

ARTICLE 6: HOUSING ASSISTANCE PROGRAM

- A. The parties agree that the sole housing assistance to be provided by the University shall be in the form of University rental housing at such time when housing is available for all residents.
- B. Annual Bridge Payments
 1. On the effective date of this Agreement, there were not available housing units in close proximity to the UC Irvine Medical Center for all residents. Therefore, the University shall provide an annual payment for each postgraduate year to residents as a temporary bridge to a program of University rental housing. The amount of the payments in each postgraduate year shall be as follows:

- a. A cumulative housing allowance of \$5,000 for the 2019-2020 Academic year. Payment of \$2,100 in addition to the \$2,900 already received, payable within 60 days of ratification.
 - b. July 1, 2020 - \$7,000 payable as 12 monthly payments of \$583.33.
 - c. July 1, 2021 - \$8,000 payable at 12 monthly payments of \$666.76.
2. All housing bridge payments constitute compensation and, therefore, the University will withhold from the gross amount of these payments, all taxes and other appropriate deductions that it would normally withhold from earnings. Further, the University will report the gross amounts of this payment to governmental agencies as earnings of the individual receiving the payment.
 3. Residents shall continue to provide documentation that they are eligible to receive housing assistance. Residents who do not satisfy this requirement shall not receive the payment.

C. University Housing Units

1. The University shall provide written notice to the union when it has determined that University housing units will be available for use by residents. The union may request, within fifteen (15) days of such notice, that the parties begin bargaining pursuant to the Higher Education Employer-Employee Relations Act (HEERA) on all issues that are mandatory subjects of bargaining under HEERA related to the implementation of University housing for residents. Such matters include; but are not limited to: rental rates, location of housing units, process and criteria for the assignment of available units, and whether to continue annual payments to residents for whom rental units are not available.
2. If the union makes such a request to bargain, then the University agrees to commence negotiations no later than thirty (30) days after the parties' initial proposals have been made public pursuant to HEERA.

ARTICLE 7: PROFESSIONAL TRAINING

The University shall provide ACLS, BLS, PALS, NRP, ALSO (for OB department only), and ATLS initial certification training and recertification training at no cost to residents if it is a required certification of the University.

ARTICLE 8: WHITECOATS & SCRUBS

- A. It is the intention of the parties that each residency program/department shall:
 1. Provide a sufficient number of whitecoats and scrubs to each resident necessary to achieve compliance with the University Dress Code as dated 5/2014, and

2. Provide for the cleaning of whitecoats and scrubs for residents that will comply with the standards of hospital hygiene as described in the above policy.
- B. In order to implement these requirements, the University agrees to establish a committee comprised of three (3) representatives of each party. This committee shall meet within ninety (90) days of the ratification of this Agreement in order to determine both the practices of each residency program/department regarding whitecoats and scrubs, and the plan for the implementation of the requirements of this provision. If the committee is unable to reach an agreement in regard to any specific department, then the Chief Medical Officer will cast the deciding vote.

ARTICLE 9: MEALS

A. Meal Allowances

Residents and fellows on a rotation at the Medical Center shall receive a meal allowance of \$80/month, paid monthly, or provided annually in the amount of \$960, as determined by each program/department. The meal allowance will be delivered using the University's debit meal card system. The University reserves the right to modify the debit meal card system at its discretion.

B. Meals Payments Above the Minimum

Residents in the programs listed below who work at the Medical Center shall be provided a freedom pay card, which shall have the following minimum monthly amounts for each month that a resident works a majority of his/her time at the Medical Center if such payment provides more than \$80.00:

1. Diagnostic Radiology (additional \$50/month while on IR or ER)
2. \$100/month for meals:
Neurology for residents on call, in ICU, and chiefs
3. \$115/month for meals:
Anesthesiology & Anesthesiology Pediatrics
Anesthesiology & Critical Care
4. \$150/month for meals:
Orthopedic Surgery
Orthopedic Hand Surgery
Urology
5. \$160/month for meals:

Emergency Medicine

6. Surgery Programs:

Residents in the Surgery programs shall receive the following meal payments:

General Surgery - \$120 per each 4 week block rotation

Colon and Rectal Surgery - \$120 per each 4 week block rotation

Critical Care Surgery - \$100 per month while on in-house call

- C. Any funds provided by any program for meals in addition to these amounts provided in this Article is at the sole discretion of the University.

ARTICLE 10: PROFESSIONAL LICENSE & EXAM FEES

The University will provide full reimbursement of the cost of eligible California medical licenses, California training medical licenses, and Step III/COMLEX Exam costs.

- 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 ACGME-accredited training program for the relevant postgraduate 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: Licenses include Medical Board of California Training License, Initial License, and Renewal License.

In order to be eligible for reimbursement for a training license or new licenses (application and processing fees), the issue date of the license must be within the postgraduate 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 or COMLEX 3

In order to be eligible for reimbursement for United States Medical Licensing Examination (USMLE) Step III exam fees or COMLEX 3 fees, the examination date must

occur within the postgraduate year in which reimbursement is sought. Only those fees paid directly to the Federation of State Medical Boards for Step III or the National Board of Osteopathic Medical Examiners for COMLEX 3 are reimbursable. Residents and fellows are only eligible to receive this reimbursement once during the term of their employment with UCI.

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. UCI may modify the process for seeking reimbursement with notice to the union.

D. 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 11: EDUCATION & CONFERENCE FEES

A. Residents shall be provided an annual minimum reimbursable amount in accordance with the following schedule for eligible expenditures including books and educational and conference related expenses. In order to be approved to receive any portion of the reimbursable amount, the resident must provide documentation of the incurred eligible expense along with the request for reimbursement. Any reimbursement in addition to the amounts below is at the sole discretion of the University.

- 1. Effective Upon Ratification: \$1,000.00
- 2. Academic Year 2020-2021: \$1,500.00
- 3. Academic Year 2021-2022: \$1,500.00

B. For the purpose of this agreement, an academic year begins on July 1 and ends on June 30.

ARTICLE 12: 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 education time, residents and

fellows shall be released from clinical duties during educational time to the furthest extent practicable.

ARTICLE 13: PARKING

- A. Residents shall continue to be eligible to participate in UC Irvine parking programs, and they shall continue to be subject to rate increases for permits that they are eligible to purchase
- B. The University may increase the monthly parking rates by no more than the following amounts:
 - 1. \$10 per year at the campus, and
 - 2. \$12 per year at the Medical Center.

ARTICLE 14: BENEFITS

- A. The University shall continue to provide residents benefits plans including, health, dental, vision, and long-term disability during the term of this agreement.
- 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 employee and University monthly rates of contribution. However, the University will notice the union and, upon request, meet to discuss the alterations the union was advised of. In no event shall these discussions delay implementation of the University’s objectives.
- C. Residents are required to contribute to the University of California Defined Contribution Plan (DCP) as Safe Harbor participants. Residents contribute 7.5% of gross salary to the University of California Defined Contribution Plan in lieu of Social Security taxes, and are not eligible for membership in the University of California Retirement Plan.
- D. If proposed by the union, a committee comprised of 3 representatives from each party will examine a possible change to the health care benefits provided by the union. Both parties agree that any change may only be effective on July 1 in any year of this Agreement.

ARTICLE 15: LEAVE OF ABSENCE

- A. Total Leave—Vacation/Educational Leave

Vacation/Educational leave with compensation shall be four (4) seven (7) day workweeks (28 days total) per postgraduate year. Postgraduate year does not always align with the

academic year. Total leave time does not accrue from year to year and must be scheduled and taken in the same postgraduate year the vacation/educational leave is earned. Vacation/Educational leave shall be scheduled by mutual agreement with the program and/or department and given as leave. Procedures for requesting and assigning vacation/educational leave schedules must follow written policy and be in compliance with each program's ACGME program and specialty board requirements, which concern the effect of leaves of absence on satisfying the criteria for completion of the residency program. Requests shall not be unreasonably denied.

B. Sick Leave

1. Sick leave is provided to residents in order to continue their salary during illness or injury, medical appointments, for parental bonding, family illness, or bereavement leave. Sick leave is not to be used as additional vacation. Each intern, resident, and fellow shall be granted 12 days per postgraduate year. Unused sick days do not carry forward to the next postgraduate year.
2. Each resident shall immediately notify their Program Director of any illness when practicable and shall provide a health provider's note to document illnesses lasting three or more days. A resident who becomes ill while on vacation will be permitted to use sick leave based upon satisfactory verification of the resident's illness or injury.

C. Jury Duty

Leave of absence for jury duty will normally be granted. When granted, no loss of pay will occur. Depending on the length of the leave, the resident may be required to make up training time with a delayed graduation date, pursuant to the trainee's ACGME and specialty Board requirements. If required, training time must be made up before the resident advances to their next PGY level.

D. Military Leave

Residents may be granted leave with pay from their training program to meet military obligations. (Refer to University of California Policy – PPSM 2.210 Absence from Work, Section 111.E.1).

E. Pregnancy, Childbirth, or Related Medical Condition Leave

1. An employee who is disabled because of pregnancy, childbirth, or related medical conditions may take an unpaid Pregnancy Disability Leave for the period of actual disability of up to four months. Pregnancy Disability Leave may also be used for prenatal care. A resident who is disabled due to pregnancy may opt to utilize the long-term disability program provided through the housestaff health benefit package, which is available following the four week waiting period. During the waiting period,

the resident can use any unused sick, vacation or educational leave. Depending on the length of the leave, the resident may be required to make up training time with a delayed graduation date, pursuant to the trainee's ACGME and specialty Board requirements. If required, training time must be made up before the resident advances to their next PGY level.

2. If a resident on an approved Pregnancy Disability Leave is eligible for Family & Medical Leave, up to 12 work weeks of Pregnancy Disability Leave will run concurrently with the trainee's Family & Medical Leave entitlement under federal law. Upon concluding a Pregnancy Disability Leave, a resident may be eligible for up to 12 work weeks of Family & Medical Leave under the California Family Rights Act (CFRA) for any covered reason except pregnancy, childbirth, or related medical conditions.
3. At the conclusion of the Pregnancy Disability Leave (or earlier upon the resident's request if that request is consistent with the advice of the resident's health care provider), the resident will be returned to their original training responsibilities. A note from the resident's healthcare provider will be required clearing the trainee to return to work.

F. Parental Bonding Leave

1. An eligible resident is entitled to Family & Medical Leave to bond with their child after the child's birth or placement with the employee for adoption or foster care, and to attend to matters related to the birth, adoption, or placement of the child. For such purposes, the University shall provide the following weeks of paid leave:

Effective upon ratification of the contract: Four (4) weeks paid parental leave

2. 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. Leave granted for such bonding purposes must be concluded within twelve (12) months following the child's birth or placement with the employee.
3. Depending on the length of leave, the resident may be required to make up training time with a delayed graduation date pursuant to the trainee's ACGME and specialty Board requirements. If required, training time must be made up before the resident advances to the next PGY level.

G. Family & Medical Leave

1. To be eligible for Family & Medical Leave, a resident must have:

- a. Been employed by the University for at least a total of 12 months; and
 - b. Worked at least 1,250 hours in the 12 months immediately preceding the start of the leave.
2. An eligible resident may take unpaid Family & Medical Leave of up to a total of twelve (12) workweeks in a calendar year. Such leave can include use, at the beginning of the leave, of any remaining unused sick, vacation/educational leave. Depending on the length of the leave, the resident may be required to make up training time with a delayed graduation date, pursuant to the trainee's ACGME and specialty Board requirements. If required, training time must be made up before the resident advances to their next PGY level.
3. A resident requesting Family & Medical Leave will be required to present medical certification prior to taking their leave.
4. A resident should inform his/her Program Director of the need for a Family & Medical Leave at least thirty (30) days in advance of the anticipated start date of the leave if the need for leave is foreseeable. If the need for leave is not foreseeable, the resident should give notice to their Program Director as far in advance as possible. Failure to comply with this notice requirement may result in postponement of leave.
5. The resident should also provide notice to his/her Program Director as far in advance as possible if the period(s) for which the resident needs Family & Medical Leave change(s).
6. A resident may request, from his/her department, an extended unpaid family and medical leave for the birth of the resident's own child, for the placement of an adopted or foster child with the resident, for the resident's own serious health condition, or for the serious health condition of the resident's parent, spouse, domestic partner, or child.
7. The resident may also request, from his/her department, an extended unpaid family medical leave 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. In order to care for a spouse, domestic partner, son, daughter, or parent of a military member, a resident may take Qualifying Exigency Leave to attend to any qualifying exigency (as defined in the University of California Policy – PPSM 2.210 Absence from Work Policy) when the military member is on covered active duty or call to covered active duty (or has been notified of an impending call or order to cover active duty).

H. Leave of Absence Without Pay

1. Except as provided in Sections H.2 and H.3 below, an eligible resident on approved leave without pay may, in accordance with the benefit plan documents, rules, and regulations, elect to continue University-sponsored benefit plans for the period of time specified in the benefit plan documents, rules, and regulations at his/her own expense.
2. A resident on an approved medical leave, who does not meet the eligibility requirements for FMLA, may elect to continue participation in health plan coverage (medical, dental, and vision) as if on pay status for a period of up to twelve (12) workweeks in any 12-month period.
3. A resident on an approved federal Family Medical Leave Act (FMLA) leave shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and vision) as if on pay status for a period of up to twelve (12) workweeks in any 12-month period. However, a resident who exhausts his/her entitlement to health plan coverage while on an approved Pregnancy Disability Leave that runs concurrently with federal Family and Medical Leave, shall not be entitled to an additional twelve (12) workweeks of health plan coverage under the California Family Rights Act.

ARTICLE 16: ACCESS

A. General Provisions

1. The parties acknowledge that it is in their mutual interest that the union be granted access to University facilities for the purpose of conducting union business pursuant to HEERA during non-work time and in non-restricted patient care areas in accordance with local procedures.
2. 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.
3. The University retains the right to enforce access rules and regulations in accordance with rules and regulations promulgated at each university facility. For UCI, the union shall abide by the University's access regulations (Appendix A) "Access Regulations."
4. Designated union representatives who are not University employees shall agree and sign the UCI 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 in, linger in, or use patient care areas for the purpose of conducting union business. Patient care areas include but are not limited to:
 - a. Nursing stations;
 - b. Patient and/or visitor lounges including patient conference rooms, sitting rooms, and solaria;
 - c. Libraries or study areas located within patient care areas;
 - d. Patient floor and operating room area corridors;
 - e. Patient rooms, operating rooms, laboratories, clinics, and other treatment and patient care areas; and
 - f. Except as described below, areas and rooms where patient information is generally handled.
3. Access where patient information is generally handled shall be limited to "Resident only" workrooms under the following circumstances:
 - a. With advance notice to the GME Office;
 - b. One authorized union representative may visit in a Resident Workroom;
 - c. The representative must have completed an orientation to the location; and
 - d. The representative must have signed a UCI Confidentiality of Patient, Employee, and University Business Information Agreement, as described above, accordance with UCI Health Compliance requirements.
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 27, 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.

ARTICLE 17: GRIEVANCE & ARBITRATION PROCEDURE

A. Definitions

1. **Grievance:** A grievance is defined as a claim that the employer has violated a specific provision of this Agreement during the term of this Agreement, or has taken an adverse administrative action, during the term of this Agreement. Matters that are clinical, academic, or implicate professional standards of conduct are not subject to this Article.
2. **Process:** All grievances will be filed with the office of UC Irvine Enterprise Workforce Relations.
3. **Eligibility:** A grievance may be brought to the attention of the University through this procedure by an individual employee 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 employees, and multiple grievances by or related to the same employee, 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 foregoing, the union can on its own bring a “class” grievance on behalf of 2 or more bargaining unit members.
5. **Representation:** An employee shall have the right to be represented in all steps of the grievance and arbitration procedure by one person of the employee’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.

6. Academic Decisions & Clinical Misconduct: Decisions or judgments by the University related to all academic matters, including determinations that a resident has failed to satisfy any requirements of the UC Irvine GME training program, such as clinical competence and professional standards of conduct 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 Irvine Graduate Medical Education Academic Due Process and Leave Guidelines. These decisions and academic and/or administrative actions shall only be subject to review as provided under the University of California Irvine Graduate Medical Education Academic Due Process and Leave Guidelines.

B. Procedure

1. Step 1: Informal Review. As soon as practicable, the employee 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 employee may file a formal grievance as set forth below.
2. Step 2. A formal grievance must be filed in writing on a grievance form provided by UC Irvine labor relations to the UC Irvine Senior Director, Enterprise Workforce Relations. The form may be amended by mutual agreement of the parties. The Senior Director, Enterprise Workforce Relations must receive the written grievance within thirty (30) calendar days after the date on which either the employee 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 employee's last day on pay status. 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 employee was adversely affected;
 - e. The name of the employee representative;
 - f. The date the employee discussed the alleged violation with the supervisor; and
 - g. The remedy requested.

The appropriate administrator in the UC Irvine School of Medicine shall review the grievance and meet with the employee and representative to discuss the grievance. Within fifteen (15) calendar days after receipt of the grievance, or within fifteen (15) calendar days after the meeting is held, a written response will be issued to the employee with a copy to the union 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, the grievance may be appealed in writing by the employee or union representative to the Senior Director, Enterprise Workforce Relations. The written appeal must be received within fifteen (15) calendar days of the date on which the written response at Step 2 was issued.
 - a. Within fifteen (15) calendar days of the receipt of the Step 3 appeal, the designated UC Irvine Labor Relations administrator shall schedule a meeting to discuss the grievance. During the meeting the employee and union representative shall present all evidence relevant to the grievance. The Step 3 meeting may be waived by mutual agreement and confirmation in writing by either party.
 - b. Decision: The University shall render a written decision within fifteen (15) calendar days following the date of completion of the Step 3 meeting or agreement to waive the Step 3 meeting. The decision will be mailed to the employee and the union representative. A copy of the decision shall be sent by certified mail 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. 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. UC Irvine Enterprise Workforce 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 gmmorse@cirseiu.org.

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 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 settled on the basis of the University's written response. Failure by the University to reply to the employee'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.

D. Release Time

1. Whenever the University and the union convene a meeting to mutually resolve a grievance during the scheduled work time of an employee who is a grievant or a representative, reasonable release time shall be granted to the employee(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 procedure or at arbitration.

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 UC Irvine Senior Director, Enterprise Workforce Relations within twenty (20) calendar days of the receipt of the Step 3 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 Enterprise Workforce Relations or, if mailed by United States Postal Service, the postmark.
2. Selection of Arbitrators: Within fourteen (14) 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.

G. Arbitration Process

1. 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. 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 faculties, 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) presented at 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.
2. 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 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 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.

3. 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 employee 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, workers' 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 sixty (60) calendar days prior to the date of the informal review, Step 1 of the grievance procedure.

4. 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 an employee who is a grievant or a representative, reasonable release time with pay shall be granted to such employee(s) involved so long as a written request for release time is received at least 24 hours in advance. Employees so released shall be granted leave with pay.
- b. When arbitrations or meetings occur outside an employee's scheduled work time, no employee release time shall be granted. Employees 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.

5. List of Arbitrators

- a. Lou Zigman
- b. Anthony Miller
- c. Fred Horowitz
- d. Bob Bergeson

ARTICLE 18: EMPLOYEE LIST & ORIENTATION

- A. No later than May 1 of each academic year, the University shall provide to the union an electronic list of the following new employee information, if available: name, classification, hiring unit (department), physical work location (UCI facility), home phone, personal cell phone, personal email address, and home address.

Employees may prevent release of their home address, personal cell phone number, home phone number, and/or personal e-mail address by advising the University that they do not want this information disclosed to the union.

- B. On or before July 15, the University shall provide a list of residents who have completed residency training or fellowship each academic year. The list shall include names, UCI email address, department, and postgraduate year.

C. AB 119 Obligations

1. The parties agree that, pursuant to AB 119 (Cal. Gov. Code 3555-3559), union representatives shall be given access to new M9 unit employees at the Graduate Medical Education (GME) New Resident Orientation (NRO) meetings described herein. Management shall not participate in the portion of the orientation meeting between the union representative and the new bargaining Unit employee(s). Such meeting shall not take place during any rest or meal breaks, nor at the end of the meeting. These meetings are mandatory for new M9 unit employees.
2. No later than ten (10) calendar days prior to the first scheduled NRO session, the University shall furnish to the union: (a) the names of those M9 bargaining unit employees scheduled to attend the NRO meeting; (b) the schedule of NRO meetings conducted by GME shall be provided to the union no less than ten (10) calendar days prior to the first scheduled NRO session; and (c) the location of the NROs. Such notice shall be the basis for a sign-in sheet, a copy of which shall be sent to the union within ten (10) days after the completion of the NROs. The parties agree that these schedules satisfy the University's requirement under AB 119.

3. Should there be M9 unit bargaining unit employees who are subsequently hired after the ten (10) day notice has been delivered to the union, three (3) working days prior to the NRO, the University will provide the union with a subsequent list of names, payroll title and department of M9 unit employees. This list shall serve as the attendee sign-in sheet and shall replace the previous notice. A copy of the completed sign-in sheet shall be sent to the union within ten (10) days after the completion of the NROs.

D. NRO Meeting Details

1. Newly hired M9 bargaining unit employees shall attend the GME NRO, where a union representative(s) shall be present to meet with these employees.
2. The union shall be afforded no more than thirty (30) minutes of time to make a presentation at NRO outside of the presence of Management personnel. The union is entitled to have no more than two (2) union representatives present at each NRO session.
3. Should resident(s) not be able to attend GME New Resident Orientation, for any reason, the parties shall agree on a “make-up” orientation session(s) where the union shall be afforded no more than thirty (30) minutes of time to make a presentation outside of the presence of Management personnel. The union is entitled to have no more than two (2) union representatives present at this session.
4. For the purposes of this meeting, by August 1st, the University shall provide to the union a list 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, if available.

E. Indemnification

The union agrees to defend, indemnify, and hold harmless the University of California (including its subdivisions and employees) from any claim, suit, or liability of any nature arising from: (a) a challenge to this this provision; or (b) any action of the union taken pursuant to, or in violation of, this provision. The University will give the union prompt written notice of any claim, suit, or liability which it contends is subject to this provision.

ARTICLE 19: 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 quarterly labor-management meetings at a mutually acceptable time, date and place on the UCIMC campus to discuss issues related to working conditions, facilities and items related to this Agreement. The

union shall contact Enterprise Workforce Relations to initiate scheduling of the meetings. Agenda items can be proposed by either party and will be determined by mutual agreement one week prior to the meeting date. Additionally, Labor Management meetings may be requested by either party so long as agenda items are submitted with the request; neither party shall unreasonably deny requests for additional meetings.

ARTICLE 20: JOINT EVENTS

The union and the University shall cosponsor Housestaff Appreciation Day and one other event, provided the parties agree on the scope and cost of the event. The union and the University shall work together on planning the events outlined above and equally split expenses related to food, venue, and event logistics.

ARTICLE 21: PHYSICAL IMPAIRMENT & WELL-BEING

The University and the union recognize chemical dependency is a treatable illness. Residents with dependency problems shall continue to have access to the UCI Housestaff Impaired Physician Program and the Housestaff Wellbeing Committee. In the event a resident becomes impaired during his or her training, including but not limited to alcohol, drug, or chemical dependence, the resident shall be offered medical leave for such treatment pursuant to the Housestaff Impaired Physician Program. Residents will be advised and given a copy of the Housestaff Impaired Physician Program and the Housestaff Wellbeing Committee Policies at new employee orientation and if the resident is suspected of a dependency or is seeking treatment for a dependency.

ARTICLE 22: PAGERS

Each resident shall continue to be provided with a pager in accordance with University policy as soon as practicable after date of hire. All residents shall return the pager when they end employment with the University or when directed to return the pager. The University shall provide a notice to the union at least forty-five (45) calendar days prior to implementing a change to the pager policy.

ARTICLE 23: PROGRAM CLOSURE

In the event of a program closure, the University shall follow all ACGME guidelines “regarding program closure/reduction” by making a reasonable effort to assist any affected residents in enrolling in another accredited residency training program. The University will provide notice to the union and affected residents consistent with the notification referenced in the ACGME guidelines.

ARTICLE 24: CALL ROOMS

- A. The University shall provide safe and secure on call rooms with access to restrooms and showers. All on-call rooms shall be in compliance with ACGME guidelines and maintained

seven (7) days a week by UCIMC, including cleaning and changing of linens. The University shall make reasonable effort to have call rooms inside the UCIMC main hospital for all residents on in-house overnight calls.

- B. An annual call room walk-through shall be jointly conducted by the union and the University to assess the status of the on call rooms, to ensure ACGME compliance, and to identify needed repairs. The parties shall mutually agree to a date for the walk through at a quarterly labor-management meeting. The parties shall discuss resolution and identify any action items at the subsequent labor-management meeting. In addition to the annual walk through, other on call room concerns may be addressed during the quarterly labor-management meetings.

ARTICLE 25: RESIDENT LOUNGES

The University shall continue to maintain the lounge. The University shall continue to provide a working refrigerator, microwave, coffee machine, and computers in the resident lounges.

ARTICLE 26: RESIDENT PATIENT CARE & QUALITY IMPROVEMENT RECOMMENDATIONS

- A. Residents who serve as Housestaff Safety Officers (HSOs) for their residency program shall be members of the Housestaff Safety Committee (HSSC) and Housestaff Quality Council (HSQC).
- B. The mission of the HSSC & HSQC in matters related to quality improvement and patient care includes: (a) meeting bimonthly and as necessary to improve patient care by implementing quality improvement initiatives; (b) publishing an annual report including a summary of Council activities taken to improve quality and safety; and (c) publishing a synopsis of significant Housestaff quality improvement projects.
- C. The HSSC & HSQC missions involve making recommendations to the Quality and Safety Oversight Committee (QSOC) by residents who serve as Housestaff Safety Officers (“HSOs”), as well as residents who do not serve as HSOs. These recommendations may include the purchase of medical equipment, patient materials, educational supplies, and/or quality improvement projects to enhance patient care at UCIMC. Examples of quality improvement projects eligible for consideration for funding include technology which will remain the property of UCIMC, expenses related to guest speakers on quality improvement, and supplies and materials for quality improvement projects. All purchases pursuant to this provision shall be made pursuant to UCIMC purchasing policies and procedures, and shall be in accordance with established budgets for such expenditures.
- D. All decisions related to such recommendations are not subject to review under the terms of the grievance and arbitration procedures of the contract.

ARTICLE 27: NO STRIKES, NO LOCKOUTS

- A. During the term of this Agreement or any extension thereof, the University agrees that there will be no lockouts by the University.
- B. 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 stoppage, sickout, slowdown, boycotting, interruption of work, or any other activity which would interfere directly or indirectly with the operations of the University.
- C. 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 stoppage, sickout, slowdown, boycotting, or interruption of work or any other activity which would interfere directly or indirectly with the operations of the University.
- D. Any employee who violates this Article may be subject to disciplinary action up to and including termination of employment.
- E. The union shall immediately take whatever affirmative action is necessary to prevent and/or bring about the termination of any strike action or other activities as outlined above in Section B. Such affirmative action shall include the immediate written notice to all employees in the unit, stating that they must cease their violation of this Agreement and that they may be subject to disciplinary action up to and including dismissal.
- F. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.
- G. Individual unit members retain their individual rights to engage in activities with other unions or bargaining units during non-work time.

ARTICLE 28: 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 covered under this Agreement;
 5. To establish, maintain, modify, or enforce standards of performance, conduct, order, and safety;
 6. To determine the content of performance evaluations and the processes and criteria by which performance is evaluated;
 7. To establish and require medical residents to observe University rules and regulations;
 8. To discipline or dismiss medical residents with due process;
 9. To assign work, work location, and schedule hours of work;
 10. To recruit, appoint, reappoint, not reappoint, or transfer;
 11. To determine the location or relocation, reorganization, or discontinuance of operations; and
 12. To subcontract all or any portion of any operations.
- B. Decisions regarding academic and patient care matters will be made at the sole discretion of the University and are outside of the scope of bargaining.
- C. The above list of management rights is not exhaustive and does not exclude other management rights not specified herein, nor will the exercise or non-exercise of rights constitute a waiver of any such rights by the University.
- D. No action taken by the University with respect to a management right will be subject to any grievance or arbitration procedure or collateral suit, unless it violates an express written provision of this Agreement.

ARTICLE 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. This Agreement supersedes and replaces policies, procedures, and/or prior practices, understandings or agreements on matters directly related to the specific provisions of this Agreement. Except as provided in this Agreement, it is agreed and understood that

each party to this Agreement voluntarily waives its right to negotiate with respect to any matter raised in negotiations or covered in this Agreement.

- B. With respect to other matters within the scope of negotiations, but not covered in Section A above, in the event the University proposes a new policy that has a significant impact on the terms and conditions of employment for residents in the unit, the University will meet, upon timely request by the union, over the impact of the decision to the extent required by law.
- C. With respect to other matters within the scope of negotiations, but not covered in Sections A or B above, negotiations may be required during the term of this Agreement, but only as provided below.
 - 1. The parties recognize that during the term of this Agreement, it may be necessary for the University to make changes in areas within the scope of negotiations. Where the University finds it necessary to make such changes the University shall notify the union of proposed changes thirty (30) calendar days prior to their proposed implementation.
 - 2. The parties shall undertake negotiations regarding the impact of such changes on residents when all three of the following exist:
 - a. Where such changes would significantly affect the working conditions of a substantial number of employees in the bargaining unit;
 - b. Where the subject matter of the change is within the scope of representation pursuant to HEERA; and
 - c. Where the union makes a request to negotiate with the University within fifteen (15) calendar days of the date of the receipt by the union of the University's notice as described in Section C.1.
 - 3. An agreement resulting from such negotiations shall be executed in writing and shall become an addendum to this Agreement.
 - 4. If the parties do not reach agreement in the negotiations, the impasse procedures pursuant to HEERA shall apply.
 - 5. If the parties disagree as to whether a proposed change is subject to Section C above, such disagreement shall be subject to the Grievance and Arbitration Article of this Agreement.

ARTICLE 30: 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 31: MOONLIGHTING

The University shall maintain a policy on Moonlighting pursuant to the regulations promulgated by the Accreditation Council for Graduate Medical Education. The University shall notify the union concerning changes in that policy.

EXECUTION OF THE AGREEMENT

The foregoing 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.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

DocuSigned by:
Leslie Kleiman
By: _____
897F201D459B4AA...
Leslie Kleiman
Senior Director
Enterprise Workforce Relations
UCI Human Resources

Date: 9 /2/2020

COMMITTEE OF INTERNS AND RESIDENTS/ SERVICE EMPLOYEES INTERNATIONAL UNION

DocuSigned by:
David Dashefsky
By: _____
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David Dashefsky
Director of Strategic Campaigns
CIR – SEIU/Healthcare

Date: 9 /3/2020

DocuSigned by:
Shaun Langer
By: _____
C70993F6EECA437...
Shaun Langer
Chief Administrative Office
Medical Education Administration
UCI Medical Center

Date: 9 /3/2020

DocuSigned by:
Margot Riphagen
By: _____
4A9EF10A085B407...
Margot Riphagen
Executive Director
CIR – SEIU/Healthcare

Date: 9 /3/2020

DocuSigned by:
Doreen Thomas
By: _____
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Doreen Thomas
Consultant
Workforce Relations
UCI Human Resources

Date: 9 /2/2020



Committee of Interns and Residents/SEIU

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