



# **Collective Bargaining Agreement**

Between

**UCSF Benioff Children's Hospital Oakland**

and the

**Committee of Interns and Residents/SEIU**

**May 30<sup>th</sup> , 2019 – May 31<sup>st</sup> , 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 18,000 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 UCSF Benioff Children's Hospital Oakland, 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!**

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THIS AGREEMENT is between UCSF Benioff Children's Hospital Oakland and the Committee of Interns and Residents/SEIU, hereinafter called "CIRSEIU[1]" or "the Union".

**ARTICLE 1**  
**Recognition**

The Committee of Interns and Residents (CIR/SEIU) has been certified by the National Labor Relations Board in Case #32-RC-5097 as the representative for all Interns, Residents, and Emergency Medicine Fellows, employed by Children's Hospital Oakland. Persons in such titles shall hereinafter be referred to as "House Staff Officers".

**ARTICLE 2**  
**Voluntary Written Assignment of Wages**

The Hospital will honor voluntary written assignments of wages to the Union by House Staff Officers for the payment of Union initiation fees and dues, provided such assignments are submitted in a form agreed to by the Hospital and the Union.

The Hospital will remit the monies deducted pursuant to such assignments with a written statement of the names of the House Staff Officers for whom deductions were made. Such remittals shall occur by the 20<sup>th</sup> day for the month following the month in which they are collected.

The Union will hold the Hospital harmless against any claim or obligations which may be made by any person by reason of the deduction of Union dues., fees or contributions under this Section, including attorneys' fees and other costs of defending against any such claim or obligation. The Union will have no monetary claim against the Hospital by reason of failure to perform under this Section.

**ARTICLE 3**  
**Maintenance of Membership**

1. All House Staff Officers covered by this Agreement shall, as a condition of employment, either:
  - A. Become and remain members of CIR in good standing during the term of their employment, it being understood that that membership in good standing on the part of a House Staff Officer shall mean the tender by such House Staff Officer, of the periodic dues uniformly required as a condition of employment., or
  - B. Pay an agency fee to CIR/SEIU in lieu of CIR/SEIU dues.
2. No discrimination or reprisal shall be visited against any such House Staff Officer by either party based on membership or non-membership in CIR/SEIU.

3. CIR/SEIU shall have the exclusive right to the check off and transmittal of dues and agency fees on behalf of each employee in the unit, said dues to be checked off biweekly from the paycheck of each House Staff Officer pursuant to the directive of CIR/SEIU in such amounts as [CJR/SEIU][2] shall establish. The Hospital agrees to forward said dues and fees by the 20<sup>th</sup> day of the month after they are collected. Once the funds are remitted to CIR/SEIU, their disposition thereafter shall be the sole and exclusive obligation and responsibility of CIR/SEIU.
4. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article and CIR/SEIU agrees that it will indemnify and hold the Employer harmless for any claims, judgments, actions or proceedings made by any House Staff Officer arising from deductions made by the Hospital pursuant to this Article.

**ARTICLE 4  
PAC Check Off**

The Hospital will honor voluntary assignments of wages to the Union's Voluntary Political Action Contribution ("VPAC") Fund, when such assignments are submitted on a form agreed to by the Union and the Hospital, and the Hospital will remit such contributions to the Union. Any such contributions must be on an individual and voluntary basis. The Union agrees to pay the Hospital whatever start-up costs are applicable for implementation of this program.

**ARTICLE 5  
No Coercion**

Neither the Hospital nor the Union, its agents or members, shall:

1. Discriminate against any Employee because of his/her being, or not being, or becoming or not becoming, a member of the Union; or
2. Intimidate or coerce any Employee into joining or not joining, or continuing or not continuing, his/her membership in the Union.

**ARTICLE 6  
No Strikes or Work Stoppages**

The Union agrees that, during the term of this Agreement, or any extension thereof, neither it nor any of its officers, agents or members, nor any Employee, will authorize, instigate, aid, condone or engage in any strike, sympathy strike, work stoppage, picketing, sit down, slow down, or other stoppage, limitation or curtailment of work or take part in any picketing, boycotting or other interference with or demonstration against the Hospital, at any of its facilities or activities.

Nothing in this section shall be construed to prohibit lawful informational picketing or hand billing.

In the event that an Employee or agent of the Union violates the provisions of this Article, the Union shall: (1) declare publicly that such action is unauthorized; and, (2) promptly order the Employees to return to work.

## **ARTICLE 7 Management Rights**

Except to the extent expressly limited by this Agreement, the Hospital retains the exclusive rights to manage the business, direct and control the business and workforce, and to make any and all decisions affecting the business, including, but not limited to the following: the exclusive right to plan, determine, direct and control the nature and extent of all of its operations and commitments; to determine the locations of its operations; to open, close, consolidate and relocate its operations; to install or introduce any new or improved service methods, patient care procedures, facilities or equipment and to maintain efficient operations; to hire, train, promote, demote, transfer, layoff, and recall employees; to require employees to participate in training; to hire temporary, casual or per diem employees; to determine adequate staffing and coverage; to contract out work or subcontract out work; to suspend, discipline and discharge employees for just cause; to determine the methods of investigating alleged employee misconduct; to select and determine the number of its employees; to determine and assign the work duties of employees; to issue and enforce reasonable work rules and policies; to create job descriptions; to determine medical, health care and safety standards; to evaluate employee performance; to install or remove equipment; to determine and modify the methods, procedures, materials and operations to be used or to discontinue their use by employees of the Hospital; to discontinue, or reorganize or combine any department or branch of operations; to establish educational policy; to establish the standards and qualifications for hiring and advancement through the residency program; to determine training methods, rotations, rotation schedules and curricula; to establish residency programs and to determine the number and qualifications of persons admitted to such programs; to increase wages and benefits above the levels provided in this Agreement, and in all respects to carry out, in addition, the ordinary and customary functions of management, whether exercised or not.

The foregoing management rights are expressly reserved to be decided by the Hospital and shall not be subject to the Grievance Procedure.

## **ARTICLE 8 No Discrimination**

Neither the Hospital nor CIR shall discriminate for or against any employee covered by this Agreement on account of race, color, creed, religion, national origin, sex, age, disability or sexual orientation. The hospital will comply with all Federal and State laws regarding discrimination and or harassment.

**ARTICLE 9**  
**Bargaining Unit Information**

By June 1st of each year, the Hospital shall forward to CIR a complete list of House Staff in the bargaining unit, compiled from the Hospital's records, which list shall include designation by post-graduate years, and fellowship titles, if any, and home or mailing address. Changes to such list shall be forwarded to CIR monthly.

**ARTICLE 10**  
**Labor Management Committee**

The parties hereby establish a Joint Committee which shall meet every other month commencing November 2014, discuss and consider action concerning professional practice issues identified by the Hospital and/or CIR. Additional meetings may be scheduled if agreed to by the Co-chairpersons.

The Joint Committee shall be composed of three (3) House Staff Offices by CIR who are covered by this agreement and three (3) representatives of the Hospital appointed by the Director of Medical Education. The members of the Committee may vary depending on the issues identified.

There shall be designated Co-Chairpersons of the Committee, one designated by CIR and one designated by the Hospital, who shall alternate the Chair of the Committee. These designations may be changed by the appropriate party from time to time.

The Co-Chairpersons shall confer in advance of each committee meeting to establish an agenda for the meeting. The Co-Chairpersons shall alternate responsibility for drafting the minutes, which shall be subject to the Committee's approval. Notice of the meetings will be sent by the Co-Chair selected by the Hospital.

The members appointed by CIR shall be excused from their clinical duties for the purpose of attending Joint Committee meetings, provided that a maximum of one employee per service may be so excused. These meetings will not be grievance meetings or collective bargaining meetings.

The responsibilities of the Committee shall be advisory only. Objectives of the Joint Committee shall be:

1. to consider constructively the professional practice of house staff;
2. to work constructively for the improvement of patient care;
3. to recommend to the Hospital ways and means to improve patient care;
4. to make recommendations to the Hospital where, in the opinion of the Committee, house staff responsibilities should be adjusted;



5. to consider constructively the improvement of safety and health conditions which may be hazardous.
6. Prior to March 1st of each year, CIR shall present a list of needed medical equipment and/or patient outreach supplies for the Joint Committee Review. The Joint Committee will make recommendations to the Hospital's Capital Equipment Committee. Time will be allotted at a meeting of the Capital Equipment Committee for a presentation of the recommended list of needed equipment by the CIR representatives on the Joint Committee. The Capital Equipment Committee will address every item on the list presented by the CIR representatives. In the event the Capital Equipment Committee declines to purchase any of the items on the list, they shall be obligated to articulate a good faith reason as to why that decision was made.

### Limitations

1. The Joint committee will not discuss economic issues or other matters subject to collective bargaining or the CIR contract.
2. The Joint Committee activities are advisory and are not subject to the CIR grievance procedure.

## **ARTICLE 11 Grievance Procedure**

The procedure set forth in this section shall be the exclusive procedure for the handling and settling of any and all claims, grievances, differences or disputes (hereafter called "grievances") raised by the Hospital, a House Staff Officer(s) or the Union concerning the interpretation and/or application of this Agreement. The time limits set forth below may be extended on a case by case basis only by a mutual written agreement of the parties.

**Step 1:** The grievance must be presented in writing to the Hospital within twenty (20) days after the event complained of or within twenty (20) days after the time when such event could reasonably have been discovered, whichever is later, not to exceed one (1) year from the event. A grievance addressed to the Hospital shall be delivered to the Director of Medical Education, with a copy to the Human Resources Department.

Disposition in Step 1 shall be deemed to have occurred on the earliest of the following dates: the date when the grievance is settled or rejected, or the tenth day after it is presented in Step 1 without a response satisfactory to the grieving party.

**Step 2:** If a satisfactory settlement of the grievance is not reached in Step I, the grievance must be presented in writing to the Director of Employee/Labor Relations within (10) days after disposition in Step 1. Grievances presented by the Hospital to the Union shall begin at Step 2, and be presented in writing to the Union within the time limits described in Step 1.

Authorized representatives of the Union and the Hospital shall discuss the grievance. A decision must be made within ten (10)[3] days after presentation of the grievance at Step 2. Any grievance in Step 2 which is not settled to the satisfaction of the grieving party within ten (10) days after it has been so presented shall be deemed rejected.

**Settlement Without Proper Appeal:** Any mutual settlement of the grievance pursuant to the procedures set forth in this Agreement, or any disposition of a grievance not properly appealed to the next step or arbitration pursuant to this Agreement, shall be final and binding upon all parties and upon the House Staff Officer(s) involved, to the same extent as a final arbitration award.

**Step 3 - Arbitration:** Any grievance that remains unsettled after having been fully processed pursuant to the grievance procedure may be submitted to arbitration upon the written request of the Union or Hospital, provided such request is made within twenty (20) days after the disposition of the grievance in Step 2. Upon receipt of a timely, written request for arbitration, the Union and the Hospital shall select an arbitrator. If the parties cannot agree upon the selection of an arbitrator, they shall request a list of arbitrators from the Federal Mediation and Conciliation service. The parties shall alternately strike names from such list until one name remains, which person shall be the arbitrator.

The award of an arbitrator pursuant to this Section upon any grievance subject to arbitration shall be final and binding upon all parties to this Agreement and the House Staff Officers covered by it; provided, however, that such award may not add to, subtract from or change any of the terms and provisions of this Agreement, giving the words used their common and ordinary meaning.

The arbitrator's jurisdiction shall extend solely to claims of violation of specific written provisions of the Agreement and involve only the interpretation and application of such Agreement.

Each party shall bear all the expenses of its own representatives and witnesses. The arbitrator's fees, as well as other expenses connected with the formal hearing, shall be borne equally by both parties.

## **ARTICLE 12**

### **Discipline**

**Section 1:** A House Officer shall not be suspended or disciplined without just cause.

**Section 2:** Alleged administrative misconduct, which is misconduct by a House Officer not based on clinical performance or competence and/or which is not related to their satisfactory fulfillment of the clinical and academic standards of their residency program shall be subject to the grievance and arbitration set forth in this Agreement. The procedure may be expedited if agreed to by both parties.

**Section 3:** Disciplinary actions, including assignment of a remediation program, requiring the

resident to repeat clinical rotations which were unsatisfactory, imposition of Academic Probation, reporting of marginal or unsatisfactory performance ratings to the American Board of Pediatrics, and non-renewal of a House Officer, when based on issues of clinical performance or competence, shall not be subject to Section 1 and/or the grievance and arbitration procedure set forth in this Agreement, but shall instead be subject to the following procedure:

- (a) The Program will maintain an evaluation and promotional review procedure that is in accordance with the guidelines issued by the relevant accreditation bodies. Written evaluations based on clinical performance will become part of each resident's permanent file. If a resident disagrees with a written evaluation and this disagreement cannot be resolved through discussions with the Director of Medical Education, the involved evaluator (resident or faculty) and the resident, then the resident shall have recourse to the formal appeal [4] process outlined in this Section 3 to resolve the disagreement.
- (b) If significant deficiencies are identified by the program directors, a remediation plan will be developed in conjunction with the individual resident and the Chief Resident or an assigned faculty preceptor. A timetable of re-evaluation and performance expectations will be formulated. If, in the opinion of the Director of Medical Education, these performance deficiencies are sufficiently serious, the resident may be placed on Academic Probation.
- (c) Academic Probation may be imposed for academic or clinical performance deficiencies that are sufficiently serious and/or continue to occur despite attempts at remediation.

Academic Probation involves the following:

- A Letter of Academic Probation is placed in the resident's file.
  - The resident must participate in, and complete in a satisfactory manner, an academic remediation program which generally consists of assigned readings, periodic sessions with an assigned attending or Chief Resident preceptor, mandatory conference attendance above that required for other residents, and other educational interventions. Other interventions such as psychiatric evaluation and/or counseling and testing for learning disabilities may also be required as deemed appropriate by the Director of Medical Education.
  - Loss of moonlighting privileges.
  - Probationary status shall be for a minimum of one month. Actual duration is contingent upon the resident's progress and success in correcting identified deficiencies as determined by the Director of Medical Education.
- (d) Failure to achieve required performance expectations upon re-evaluation, continued marginal or unsatisfactory evaluations, or failure to comply with the assigned remediation plan may result in either a "marginal" rating being issued to the American Board of Pediatrics (ABP) with or without additional time being required at

the current or previous level of training, or an "unsatisfactory" rating to the ABP with a requirement to repeat the year of training in question. If failure to achieve required performance expectations occurs despite remediation, or the resident fails to comply with the terms of academic probation, the Hospital may also notify the resident that the Hospital does not intend to renew the House Officer's agreement, in accordance with the "Individual Contracts" section of this Agreement.

- (e) In exceptional circumstances, where the Director of Medical Education has evidence that there is immediate danger to Hospital personnel, patients or the public by the continued functioning of the resident, such resident may be immediately suspended from patient care duties until a definitive course of action is determined.
- (f) Residents have the right of formal appeal of evaluations and actions taken by the Director of Medical Education for academic deficiencies. The resident must formally request such an appeal, in writing, within fourteen (14) days of notification of the contested action or evaluation.
- (g) The Hospital, within seven (7) days of the written request of the House Officer, shall convene an ad hoc committee of the Medical Staff of the Hospital to review de novo any actions made pursuant to the sections above. The ad hoc committee shall be composed of five (5) members of the Medical Staff, as follows: one appointed by the Chair of the Graduate Medical Education Committee, one appointed by the Chief Medical Officer, one selected by the affected House Officer, a Chief Resident selected by the Medical Director, and the Chair of the Department of Medicine or his/her designee. One member shall be designated as a Chairperson. No staff member who has participated in the disciplinary action shall be appointed as a member of the ad hoc committee.
- (h) The ad hoc committee shall meet within one (1)[5] week of its appointment. The affected House Officer shall be informed of each and every meeting of the ad hoc committee and shall have the right to have a CIR representative present at the meeting and shall be able to bring relevant witnesses. A majority vote of the ad hoc committee shall be necessary to overturn the disciplinary action under review.
- (i) The parties agree that the procedures described in this article shall be the sole and exclusive avenue of recourse for the aggrieved House Officer under this Agreement.

### **ARTICLE 13** **Employees' Security**

If the Hospital intends to reduce the size of or close the Pediatric Residency Program, or if the Hospital's program is placed on probation by the ACGME, the following guidelines must be followed:

1. All affected House Officers will be informed of the decision or development as soon as

possible; and,

2. In the event of such a reduction or closure, the Hospital will make reasonable efforts to allow affected House Officers already in the program to complete their education, or assist those House Officers in enrolling in an ACGME-accredited program in which they can continue their education.

## **ARTICLE 14**

### **Access to Files**

The Hospital will comply with applicable law concerning access to personnel files.

## **ARTICLE 15**

### **Individual Contracts**

**Section 1:** Each House Officer prior to his/her employment at the Hospital, shall receive a written contract that is not inconsistent with any of the provisions of this Agreement.

The contract shall include the Hospital's commitment to the House Officer concerning PGY level and wages appropriate to the PGY level.

**Section 2:** The form of individual contract presently used by the Hospital shall be furnished to CIR and, if changed, a copy of any such changes shall be furnished to CIR prior to its use.

**Section 3:** PLI s and new transfers shall be notified in writing no later than March 1 if the Hospital does not intend to review their agreement for the following academic year. PL2s shall be notified in writing no later than December 15 if the Hospital does not intend to renew their agreement for the following academic year. However, if the primary reason(s) for the non-renewal occurs later than the respective notification deadlines set forth above, the Hospital shall provide the House Officer with as much written notice of the intent not to renew as the circumstances will reasonably allow, prior to the end of the House Officer's agreement.

**Section 4:** Recommendations of non-renewal shall be in writing and shall set forth the reasons for such non-renewal. House Officers shall have the right to appeal recommendations for non-renewals under the discipline procedure set forth in this Agreement. Issues concerning non-renewals shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

## **ARTICLE 16**

### **Wages & Housing Allowance**

House Staff Officer salaries shall, be as follows:

Effective pay period beginning 5/20/2019:

PL 1	\$59,550.40
PL 2	\$61,526.40
PL 3	\$65,556.60

Effective pay period beginning 5/3/2020, a three percent (3%) ATB increase:

PL 1	\$61,339.20
PL 2	\$63,377.60
PL 3	\$67,620.80

Effective pay period beginning 5/2/2021 a three percent (3%) ATB increase:

PL 1	\$63,169.60
PL 2	\$65,270.40
PL 3	\$69,638.40

In addition, starting with a check receipt date of August 1, 2019 an annual Housing Stipend of nine thousand dollars (\$9,000.00) will be paid in monthly installments of seven hundred fifty dollars (\$750.00) each, to be paid on the check receipt date closest to the first (last) of each month for the life of the agreement.

**ARTICLE 17**  
**Malpractice Insurance**

The Hospital will maintain malpractice coverage for House Officers consistent with that provided to the Hospital's employed physician staff. CIR shall be provided once per year with certificates evidencing the coverage. The Hospital will notify CIR, within thirty (30) days, of any notice of cancellation or lapse in professional liability insurance coverage applicable to House Officers. The Hospital shall notify CIR at least thirty (30) days in advance of any prospective change in professional liability coverage.

**ARTICLE 18**  
**Health, Vision, Dental, Disability and Life Insurance Benefits**

Group health, disability and life insurance benefits in existence as of June 30, 2010 shall be continued in effect unless or until the California Nurses Association ratifies a change in those benefits, at which point such change shall automatically be applicable to the employees covered by this Agreement.

**ARTICLE 19**  
**Maternity/Paternity/Adoptive/Domestic Partner Leave**

1. Maternity Leave: Pregnant residents are encouraged to contact the Chief Residents and the Program Director as soon as possible to begin arrangements for maternity leave. The

Hospital will grant up to 26 weeks (6.5 four-week blocks) of unpaid maternity leave for pregnant employees from the time they can no longer perform normal house staff functions. Maternity leave must be scheduled to begin and end at either the beginning or middle of a four-week rotation. In circumstances when a resident is unable to perform her scheduled duties prior to the scheduled leave, the maternity leave will still be limited to 26 weeks total, and the resident is required to make up any rotations that are missed. The Hospital will provide health insurance coverage for up to three months of approved maternity leave. Limited disability payments through the California State Disability Insurance Program are available during maternity leave;

2. Paternity/ Adoptive/Domestic Partner Leave: Prospective fathers, adoptive parents and domestic partners are entitled to three months of unpaid leave. The Hospital will provide health insurance coverage for up to three months of approved leave. Residents anticipating such leave should contact the Chief Resident and Director of Medical Education as soon as possible to begin arrangements;
3. Any leave of absence, depending on length, may require the resident to extend the period of training to meet the RRC requirements for Board Certification;
4. The Hospital shall amend or change the leave provisions of this article as is necessary to comply with current law.

## **ARTICLE 20**

### **Meal Allowance**

Residents will have their yearly meal allowance placed on their badge at the beginning of the academic year, in the following amounts:

PL 1	\$2,150.00
PL 2	\$2,150.00
PL 3	\$2,150.00
PL 4	\$2,150.00
PL 5	\$2,150.00
PL 6	\$2,150.00

Residents may charge up to a maximum of sixty dollars (\$60.00) per day on their badge.

## **ARTICLE 21**

### **Parking**

All House Staff Officers shall be granted free access to the main Hospital parking garage located on Martin Luther King Jr. Way. Upon request, a security escort shall be made available to and from the main parking garage, in addition, all active House staff office shall have free parking at all required locations.

**ARTICLE 22**  
**Moonlighting**

Residents may moonlight only under such circumstances and to the extent provided in:

1. written permission received from the Program Director;
2. the guidelines set forth in the 2010-2011 Residents' Manual, as amended from time to time by the Hospital; and,
3. the ACGME Guidelines.

The Hospital shall notify the Union prior to implementing any changes to the moonlighting guidelines in the Residents' Manual.

**ARTICLE 23**  
**Relocation Bonus**

PL1s and incoming transfers shall receive a gross relocation bonus of \$2,400.00 within two weeks following their start date.

**ARTICLE 24**  
**Education Expenses**

Residents shall be reimbursed for approved medical education expenses up to the following annual amounts:

PL 1	\$1,000.00	PL 4	\$1,200.00
PL 2	\$1,100.00	PL 5	\$1,200.00
PL 3	\$1,200.00	PL 6	\$1,200.00

Original receipts and/or cancelled checks are necessary for reimbursement and should be submitted to the Medical Education Office. All monies must be spent by the end of each academic year and cannot be carried over to the next year.

Approved medical education expenses include pediatric conference expenses (registration fee, travel costs, lodging, per diem meal allowances, etc.), medical textbooks, medical journals, diagnostic kits, medical equipment and medically related software expenses. All bargaining unit members shall have the option to purchase a laptop or tablet with the education fund once during their residency at CHO. Medical license renewal costs are eligible for reimbursement if incurred during the PL-3 year.

Costs associated with non-medical foreign language courses and expenses related to electives away from Children's Hospital and Research Center at Oakland are specifically not reimbursable.



If in doubt, contact the Director of Medical Education prior to incurring the expense.

**ARTICLE 25**  
**Training**

The Hospital shall pay for PALS and NALS certification courses during the PL-1 year only, and for a PALS recertification course prior to December 1 of the PL-3 year only. The Hospital will pay for the House Officer's American Academy of Pediatrics membership annually. The Hospital will pay for the House Officer's California Medical License and DEA fee during the PL-2 year only. The Hospital will pay one USMLE Step III examination fee for any resident who takes the exam prior to December 1 of their PL-1 year. This provision shall be retroactive to July 1, 2010.

**ARTICLE 26**  
**Vacation and Holiday**

1. Vacation: All residents shall be provided a total of four weeks' vacation annually, normally divided into two-week blocks. The dates of assigned vacation shall be included in the assigned yearly schedule tracks and changes in vacation dates are subject to the usual schedule change procedures.
2. Holidays: The following are recognized holidays at UCSF Benioff Children's Hospital Oakland: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day.

Holiday coverage is similar to weekend coverage. If a resident is not on call that day, then they are not required to come into the hospital. Exceptions to this include the Emergency Department, Urgent Care Clinic, and Night Float for which holidays are treated as usual working days. All conferences and continuity clinics are cancelled on recognized holidays.

Each resident will also be assigned a specific three-day holiday at one of three times during the year, which is designated on their yearly track assignment. This is called a three-day holiday because some residents will be post-call on the first day of their four days off. Availability of these holidays is based on patient care needs.

**ARTICLE 27**  
**Emergency Department Fellows**

The Emergency Department Fellows shall be paid according to the following schedule:

Effective 2019 6% increase:

PL 4	\$69,721.60
PL 5	\$72,488.00
PL 6	\$75,400.00

Effective pay period beginning 5/03/2020, a three percent (3%) ATB increase:

PL 4	\$71,801.60
PL 5	\$74,672.00
PL 6	\$77,667.20

[6]

Effective pay period beginning 5/02/2021, a three percent (3%) ATB increase:

PL 4	\$73,944.00
PL 5	\$76,918.40
PL 6	\$79,996.80

In addition, starting with a check receipt date of August 1, 2019 an annual Housing Stipend of nine thousand dollars (\$9,000.00) will be paid in monthly installments of seven hundred fifty dollars (\$750.00) each, to be paid on the check receipt date closest to the first (1st) of each month for the life of the agreement.

The Fellows' health and welfare benefits shall be the same as those provided to the residents under this Agreement.

## **ARTICLE 28**

### **Outside Electives**

Residents will be allowed to take up to one month of an outside elective that is approved by the Director of Medical Education in both the PL-2 and PL-3 years where they do not have to do continuity clinic.

## **ARTICLE 29**

### **Issuance of Certificates**

The Hospital shall issue the appropriate certification, including academic affiliation, within a month of each House Staff Officer's satisfactory completion of their training program, or part thereof, if the House Officer leaves the Hospital prior to completing the program.

## **ARTICLE 30**

### **Annual CIR Convention**

Upon thirty (30) days' advance written requests, four (4) bargaining unit employees per year may attend the annual CIR convention, provided the employees arrange their own coverage. Hospital approval shall not unreasonably be denied.

**ARTICLE 31**  
**Health and Safety**

The Hospital will comply with all applicable federal laws and regulations concerning occupational safety and health. Likewise, it is the duty of each employee to comply with all of the Hospital's health and safety regulations.

**ARTICLE 32**  
**USMLE**

The Chief Resident shall ensure that interns are free from other clinical duties during the examination and that no intern is on call the night prior to or between examination days.

**ARTICLE 33**  
**Annual Retreat**

At the Hospital's discretion, the annual intern retreat shall continue under such terms and conditions as the Hospital determines.

**ARTICLE 34**  
**Licensure**

All PL-3 residents are required to obtain their California Medical License prior to commencing their PL-3 year. Failure to do so prior to March 1 of the resident's PL-2 year may result in non-renewal of contract for the PL-3 year, without further notice. On the pay period following January 1st of each academic year, the Hospital shall pay each PL-3 resident \$750 to assist with the cost of medical licensure exams (such as American Board of Pediatrics exam)

**ARTICLE 35**  
**Minority Retention and Recruitment**

Effective July 1, 2010, the Hospital will designate \$7,000.00 per academic year (July -June) of the contract for purposes of recruiting and retaining minority house staff. The Joint Committee shall make recommendations for the expenditure of this money, which shall be subject to the approval of the Graduate Medical Education Committee and the Hospital. All expenditures must be consistent with the rules, regulations, policies, and procedures of the Medical Staff and the Hospital. Unused funds shall not roll over to the following academic year.

**ARTICLE 36**  
**Sick Leave and Call Coverage**

Residents shall be allowed a maximum of ten (10) sick days per academic year, for which they shall not lose payment. Out of these ten (10) days, residents shall be allowed one (1)[7] sick day per year for an absence necessitating replacement, which if unused at the end of the academic year, will be paid back to the resident at the rate of \$200.00 for the unused day. For each additional sick day, a resident uses for an absence necessitating replacement, the resident's name shall be added to the "jeopardy pool". Absences that do not necessitate replacements shall count as one of the resident's ten (10) sick days, but will not result in a jeopardy pool obligation. Unused sick days shall not roll over to the following academic year, nor shall they convert to cash bonuses at any time, except as specifically set forth above.

When the Hospital determines that coverage is needed, the Chief Resident shall call residents from the "jeopardy pool" in rotating order. Residents shall monitor the placement of their name on the list, and shall be required to ensure their availability when called. This requirement shall not apply if the Resident is on vacation or on an elective rotation out of the Bay Area. A resident's name shall be skipped temporarily if calling that resident would violate the applicable duty hour requirements, but that resident's name shall remain at the top of the list until he/she can be called consistent with the duty hour requirements.

The Chief Residents may modify this system as they deem advisable.

If a Resident is exposed to a communicable disease, the Hospital may offer the Resident an alternative assignment that does not present exposure issues, such as preparing teaching materials. If the Resident performs the alternative assignment, or if the Hospital does not offer an alternative assignment, the Resident's absence will not count as a sick day, and will not cause the Resident to incur a jeopardy obligation. If the Resident does not perform an offered alternative assignment, the Resident's absence due to communicable disease exposure will count as a sick day and will incur a jeopardy obligation, in accordance with the guidelines set forth above.

### **ARTICLE 37**

#### **E-Mail**

The Hospital will provide groupwise (or equivalent) email accounts (although not dedicated terminals) to all Residents.

### **ARTICLE 38**

#### **Start Date**

A House Officer's start date shall be considered the first day of orientation.

### **ARTICLE 39**

#### **Call Rooms, Scrubs and White Coats**

Residents on call will be provided with adequate and appropriate sleeping quarters. The Hospital

will provide or, at the Hospital's option, reimburse each new Resident for the cost of two (2) sets of scrubs and one (1) white coat, including the cost of embroidering the Resident's name on the white coat.

## **ARTICLE 40**

### **Union Orientation**

The Union will be given one (1) hour prior to the conclusion of the Hospital's normal orientation program to provide a new member orientation for new bargaining unit employees. The Hospital will make a reasonable effort for the Union to give the one (1) hour presentation during the orientation's breakfast or lunch period.

## **ARTICLE 41**

### **Medical Records**

Residents are required to complete their medical records in a timely fashion, but in no event later than fourteen (14) days after a patient's discharge. Medical records not completed within fourteen (14) days of discharge are declared delinquent. Within seven (7) days of notification of a delinquent medical record, the Resident must visit Medical Records and complete the available delinquent charts.

1. Suspension for Failure to Complete Records:

A Resident who fails to visit Medical Records to complete all available delinquent charts within seven (7) days of the delinquent record notification shall be suspended from clinical duties and reassigned full-time to the Medical Records Department until the Resident completes all available delinquent charts. Each day on suspension shall count only as a single day regardless of the number of delinquent charts that have not been completed within the prescribed time frame. Residents who accumulate more than fifty (50) days on suspension during their residency will have a letter placed in their file documenting their suspension and the reasons therefore. Periods of suspension under this provision, depending on length, may require the Resident to extend his/her period of training to meet the Residency Review Committee requirements for Board Certification. An extended period of training pursuant to this section shall not exceed the period of suspension, unless necessitated by Board Certification requirements.

2. Participation in the Program Reviewed for Failure to Complete Medical Records:

Residents who accumulate ninety (90) days on suspension during their residency shall have their continued participation in the program reviewed.

## **ARTICLE 42**

### **Successorship**

The Hospital will give CIR sixty (60) days' notice of intended mergers, sale, or other change of ownership, to the extent required by the Worker Adjustment and Retraining Notification (WARN) Act. No part of this article shall be interpreted to mean that either party waives any of its rights under federal or state law.

#### **ARTICLE 43 Separability**

In the event that any provision of this Agreement is found to be in contravention of any federal, state or city law or regulation, or found by any court of competent jurisdiction to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

#### **ARTICLE 44 Termination and Renewal**

This Agreement dated May 30, 2019 shall be in full force and effect from May 30, 2019, through and including May 31, 2022, and shall be automatically renewed thereafter from year to year unless either party gives written notice to the other at least ninety (90) days prior to any expiration date of its intent to terminate or modify this Agreement.

Accepted and Agreed To:

## UCSF Benioff Children's Hospital Oakland

DocuSigned by:  
*Phyllis Weiss*  
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Phyllis Weiss  
Vice President, Human Resources, Employee Health & Staff Education

3/10/2021

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Date

DocuSigned by:  
*Jamie Phillips*  
D00314DF39BB4BA...

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Jamie Phillips, MHA, FACHE  
Chief Operating Officer, UCSF Benioff Children's Hospitals

3/15/2021

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Date

## Committee of Interns & Residents

*Keriann Shalvoy*  
Keriann Shalvoy (Mar 15, 2021 21:59 EDT)

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Keriann Shalvoy  
President, Committee of Interns and Residents

03/15/21

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Date



**Committee of Interns and Residents/SEIU**

**National Office**

**10-27 46th Avenue, Suite 300-2**

**Long Island City, New York 11101**

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