

Collective Bargaining Agreement
Between
The University of California, Irvine
and
The Committee of Interns and Residents/SEIU
Healthcare

November 17, 2022 through June 30, 2025

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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, Chief Residents, 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 2725.
 - b. Clinical Instructors in Title Codes 1731, 2070, and 2077.
 - c. All managerial, supervisorial, and confidential employees.
 - d. 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 November 17, 2022 and will continue in effect up to and including June 30, 2025. 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: PAYROLL DEDUCTIONS

A. Union Payroll Deduction

1. Dues Deduction

The University shall make payroll deductions upon notice from the Union that a Resident has authorized payroll deduction. The University shall make the payroll deduction in the amount indicated by the Union and remit that amount to the Union. The Union notification of payroll deduction, authorization, and/or stoppage is based on the list of names and amounts provided by the Union described in Section B below. Authorizations for Union dues deductions shall be

made on a form provided by the Union. Individual requests to cancel payroll deduction shall be directed to CIR-SEIU. The authorization for payroll deduction shall remain in full force and effect until the Union informs the University to stop payroll deductions in conformance with Section B, below.

2. Check Processing

The University further agrees to send a check or ACH Payment to the Union for all union dues and/or agency shop fee deductions which have been requested by employees or is required for employees covered by this Agreement. The cost of processing the check shall be ten dollars (\$10.00). In addition, the University will charge the Union seven cents (\$.07) for each dues deduction made from a paycheck.

3. Indemnification

The amount of dues deducted from a Resident's paycheck will be calculated by the University on the basis of information provided by the Union concerning its dues structure. The Union agrees to reimburse the University for costs actually incurred by the University as a result of changes made by the Union in the structure or method of calculation of the Union's dues during the terms of this Agreement. The Union agrees to hold the University harmless from liability, financial or otherwise, for any errors in withholding or transmitting dues except for liability to the Union for monies actually withheld, but not transmitted. The Union further agrees to refund the University any overpayment of money made to the Union pursuant to this Article through error or oversight on the part of the University. Reasonable costs shall include reasonable fees and costs associated with defending the claim and, when necessary, retaining separate and independent outside counsel, including but not limited to separate outside counsel's attorney's fees and costs.

4. Political Action Contribution

Dues paying members in the bargaining unit are eligible to participate in the voluntary political action contribution program. This deduction is an on-going deduction, not a one-time deduction. The Union will notify the University when a dues paying member volunteers to participate in the program by including them in the list of names for dues deduction. The authorization for participation is between the Union and the member. The University will refer members to the Union for questions regarding this voluntary deduction. The Union shall be responsible for any reasonable initial and ongoing costs associated with setting up and maintaining this additional check off payroll deduction.

B. Electronic Transmission of Deduction Information

1. Certification and Maintenance of Deduction Information

- a. The Union will certify to the University to begin deductions, or stop deductions, and the amount of deductions, for bargaining unit employees.
- b. The Union will deliver an electronic file in Excel (.xls) format to the University. The University will make payroll deductions in conformance with the list by the next payroll period provided the list is received by the Friday before the end of the prior pay period.
- c. The Union will solely maintain the deduction authorization, signed by the employee from whose wages the deduction is to be made. The Union shall not be required to provide a copy of the member's authorization to the University as the arrangement is between the Union and the member. Employees will be directed to the Union should there be any questions from employees.
- d. The Union list to be submitted shall include but not be limited to the following:
 - i. Location Code
 - ii. Location Name (Campus or Medical)
 - iii. Bargaining unit
 - iv. Employee Identification Number
 - v. Employee Name (Last, First)
 - vi. Action Code (A = Add; C=Change; S=Stop)
 - vii. Deduction Amount Dues
 - viii. Deduction Amount Drive

C. Correction of Errors

1. If the University fails to make appropriate authorized payroll deductions, the University shall correct the deduction amounts by deducting the correct amount from the employee's next scheduled pay date following (30) calendar days from the Union notice of failure to take appropriate union payroll deduction.
2. If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions from the affected employee(s) subsequent earnings to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions from the

employee(s)'s subsequent earnings shall not exceed two times the normal dues amount in any given pay period. If more than two months of back dues are owed by any Resident, the University will contact the Union prior to making supplementary dues deductions.

3. If the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the employees in a timely manner.
4. The University and the Union acknowledge that dues are the responsibility of the members to pay.
5. If the Union raises the dues deductions withholding error within sixty (60) calendar days of when the dues deduction should have been made, the following shall occur:
 - a. In accordance with C.2 above, the Resident shall be charged for the back dues owed to the union;
 - b. If the Resident is no longer in the bargaining unit, the University may be required to make the Union whole for back dues related to University errors in not withholding dues.
 - c. From the time the union notifies the University in writing of any such errors, or if the University becomes aware of such errors, the University shall have sixty (60) calendar days to make the corrections.
 - d. If there is not agreement on the correction or the costs, the union may grieve the matter only as a union grievance.

ARTICLE 4: NON-DISCRIMINATION IN EMPLOYMENT

A. General Provisions

1. Within the limits imposed by law or University regulation, the University shall not discriminate against or harass any Resident on the basis of race, color, religion, marital status, national origin, ancestry, sex (including gender, pregnancy, childbirth, medical conditions related to pregnancy and childbirth, breastfeeding, and medical conditions related to breastfeeding), sexual orientation, gender identity, gender expression, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), HIV status, service in the uniformed services, age, citizenship, political affiliation,

and/or union activity. Likewise, the University shall not discriminate or retaliate against a Resident for requesting or taking Family and Medical Leave.

2. For the purposes of this Article only,
 - a. Service in the uniformed services includes service in the uniformed services as defined in the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as well as state military and naval service.
 - b. "Pregnancy" includes pregnancy, childbirth, and medical conditions related to pregnancy, and childbirth.
 - c. "Gender expression" means a person's gender-related appearance or behavior, whether or not stereotypically associated with the person's sex at birth. "Gender identity" means a person's identification as male, female, a gender different from the person's sex at birth, or transgender.
 - d. "Medical condition" means either any health impairment related to or associated with a diagnosis of cancer or health impairments related to genetic characteristics.

B. Commitment to Supportive Environment

The University is committed to creating and maintaining a community dedicated to the advancement, application and transmission of knowledge through academic excellence, in an atmosphere free of harassment, exploitation or intimidation. Fair and respectful treatment of Residents promotes a work environment and organizational culture in support of the values of the Graduate Medical Education Training Programs.

C. Grievances

Alleged violations of this article may only be grieved through step 2 of the Grievance process and shall not be eligible for arbitration.

ARTICLE 5: SALARY & CHIEF RESIDENT PAY

A. Salary

1. **Fiscal Year 2022-2023.** Effective upon ratification, the University shall increase the salary scale for residents by six percent (6%).

2. **Fiscal Year 2023-2024.** Effective July 1, 2023, the University shall increase the salary scale for residents by five percent (5%).
3. **Fiscal Year 2024-2025.** Effective July 1, 2024, the University shall increase the salary scale for residents five percent (5%).

B. Chief Resident Pay

Chief Residents shall receive a stipend of \$75 per month per monthly pay period for Chief Resident duties who are members of the bargaining unit.

C. Annual Bridge Payment

1. Effective upon ratification, the University will eliminate the Annual Bridge Payment as outlined in Article 6 and increase the salary scale for all residents by \$9,000, which represents the annual bridge payment. The \$9,000 salary increase will be added to the salary scale before the six percent (6%) increase referenced in Section A.1. of this Article.

D. Recognition Bonus

The University will issue a one-time \$3,000 Recognition Bonus to Residents to be paid approximately sixty (60) calendar days from date of ratification to all Residents in active pay status, or on leave, as of the date of ratification.

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. Effective June 30, 2022, the annual bridge payment shall be eliminated from this Agreement and shall no longer be provided as a separate payment.
2. The Parties have agreed to the elimination of the annual bridge payment as a separate payment to residents and have provided increases to the salary scale defined in Article 5. It is the intention of the Parties that no future housing payment will be provided as these payments have been incorporated into the salary scale referenced in Article 5.

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

- A. 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.
- B. The Program shall specify the required training and date by which the training shall be completed. If a training is required on the start date of the Residency Program, the incoming Resident shall be provided the training at the start of the Program.
- C. If the required trainings are not available at UCI or any affiliate site for free, the trainee may register for and complete a course at an external site. Trainee must ensure that the course is compliant with Program and Institutional requirements. If the course is compliant with program and institutional requirements, and if the trainee passes the course and receives a certificate, he/she can then submit receipt for reimbursement to the Department. Department reimbursement policy must be followed. Any non-compliance with Department policies, which may include late submission of receipts, may result in denial of reimbursement.
- D. Reimbursements under this Article shall not be paid out of Article 11 funds.

ARTICLE 8: WHITECOATS & SCRUBS

- A. Each residency program/department shall:
 1. Provide a sufficient number of whitecoats (at least two) and scrubs to each resident necessary to achieve compliance with the University Dress Code;

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; and
 3. The University agrees to arrange for scrubs at no costs to the Residents, when required by the University.
- B. Whitecoats shall be returned from the cleaners within a reasonable time.

ARTICLE 9: MEALS

A. Meal Allowances

Residents and fellows on a rotation at the Medical Center shall receive a meal allowance of \$120/month, paid monthly, or provided annually in the amount of \$1,440, 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 \$120 per month:

1. Diagnostic Radiology (additional \$50/month while on IR or ER)
 2. \$150/month for meals:
Obstetrics & Gynecology
Orthopedic Surgery
Orthopedic Hand Surgery
Urology
 3. \$160/month for meals:
Emergency Medicine
- 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, and Step III/COMLEX Exam costs. The University will reimburse conversion from Post Graduate Training License to full medical license, if the Resident is employed by the University. Education and Conference Fees funds, as provided for in Article 11, shall not be used to reimburse eligible reimbursements outlined in this Article.

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 appointment on the date payment is 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 and Osteopathic Medical Board of California Postgraduate Training License (PTL), full physician and surgeon medical license, and Renewal License.

In order to be eligible for reimbursement for a PTL 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 or Osteopathic 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.

3. Specialty Board Examination shall be reimbursable only if required for promotion to next postgraduate year or graduation.

C. Reimbursement Process

1. Residents and fellows must provide receipts for 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.
2. All requests for reimbursement for license fees for newly hired Residents or current Resident must be submitted no later than thirty (30) calendar days following the payment of the license. If a newly hired Resident applies for a license prior to the start of the postgraduate year, they will be reimbursed provided the license was paid three months prior to start of their academic appointment.

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 of \$1,500 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.
- 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.
- C. The monthly parking rate during fiscal year 2022-2023 will not be increased by the University.
- D. The UCI Health parking policy provides for the appeal of a parking violation. The first parking violation for not having a valid parking permit will be dismissed, however, the Resident must follow the citation appeal process.

ARTICLE 14: BENEFITS

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

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

A. Health, Dental and Vision Insurance

- 1. Eligibility for coverage is based on the Resident's active status for the academic year beginning each July 1.
- 2. Residents will be subject to the selected coverage category and co-pay schedule (single, adult + children, two adults or family) as required by the Plan.

3. An employee on an approved Family and Medical Leave (FML) shall be entitled, if eligible, to continue participation in health benefit coverage (medical, dental, and vision) as if on pay status.
4. The University is committed to exploring fertility benefits for Residents. Should the University propose to implement fertility benefits during the contract, it will provide written notice pursuant to Section C of this Article.
5. The University will continue to offer a Flexible Spending Account (FSA) for qualified medical.
6. The University will comply with ACGME requirements with access to mental health resources. Additionally, the University's medical plans are in compliance with Mental Health Parity Act, which required mental health visits be at the same benefit rate as primary visits.

B. Life, Accident, Disability Insurance

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

C. Changes to Plans

The University may, at its option, alter its health and welfare programs. Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, changing the carrier for established plans or programs, changing the administrator of such plan, or altering Resident or Fellow and University monthly rates of contribution.

Written notice of intent to change, modify, eliminate or alter the terms of the benefit plans will be sent to the Union with thirty (30) calendar days' advance notice. The notice shall contain a summary description of the proposed change(s). The Union's response must be received within fourteen (14) calendar days from the date of issuance of the notice of intent. Upon request, the University shall meet with and confer with the Union regarding the changes. No change shall be implemented prior to the conclusion of the meet and confer process.

D. Retirement Plans

1. Residents are generally 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.

2. Residents who had former University employment shall remain in UCRP, provided they continue to be an Eligible Employee as defined in the UCRP and the DC Plan ("Eligible Employees").

E. Fertility Benefits

The University is committed to exploring Fertility benefits for the Residents and is actively reviewing bids for these benefits. Should the University propose to implement fertility benefits during the contract, it will provide written notice pursuant to Section B of this Article.

F. Wellbeing Benefits

The University will comply with ACGME requirements with access to mental health resources. Additionally, the University's medical plans are in compliance with Mental Health Parity Act, which requires mental health visits to be at the same benefit rate as primary visits.

Summary of the medical plans can be found at:

- (1) <https://www.ucresidentbenefits.com/resources/plan-documents/uc-irvine>; and
- (2) <https://www.ucresidentbenefits.com/ucsd/get-care/virtual-behavioral-health#>

ARTICLE 15: LEAVE OF ABSENCE

A. General Provisions

1. In accordance with the provisions of this Article, leaves of absence, with or without pay, may be approved by the University. If applicable ACGME rules or state or federal law requires the University to offer any leave in a manner that would be more generous to Residents than is currently provided in this Article, the University will comply with the law or ACGME rules.
2. Residents are responsible to make up any missed training time as determined by accreditation or Board standards and/or the Program Director. Any additional training time shall be completed after the end of the academic year. Determinations regarding additional training and the timing of such training is at the sole, non-grievable discretion of the University.

3. Unless otherwise noted in this Article, leaves are unpaid. However, Residents may be required or allowed to use their accumulated sick leave or vacation leave to cover all or part of the leave time, as described in this Article and in the respective Articles found in this Agreement.

B. Pregnancy/Childbearing Disability Leave

1. A Resident who is disabled from working because of pregnancy, childbirth or related medical conditions shall be granted upon request, a leave of absence for up to four (4) months during the period of disability for Pregnancy Disability Leave (PDL). PDL may also be used for prenatal care. For a Resident requesting PDL under state Pregnancy Disability Leave Law (PDLL), no tenure or hours eligibility requirements apply, such as minimum hours worked or length of service.
2. For a Resident who is disabled due to pregnancy, childbirth, or other related medical conditions, the University shall continue its contribution for the Resident's health insurance benefits for the length of such disability, up to four (4) months.
3. A Resident must exhaust their accumulated sick leave prior to taking leave without pay. If their sick leave is exhausted, the Resident may elect to use accumulated vacation leave prior to taking leave without pay.
4. If a Resident on an approved PDL is also eligible for leave under the federal Family and Medical Leave Act (FMLA), up to twelve (12) workweeks of PDL shall run concurrently with Family and Medical Leave (FML) under federal law.
5. Upon termination of PDL that runs concurrently with FMLA, an eligible Resident is also entitled to up to twelve (12) workweeks of leave under the California Family Rights Act (CFRA). The total amount of leave taken for pregnancy disability and child bonding leave under a combination of PDLL, FMLA, CFRA and any other paid leaves to which the Resident may be entitled shall not exceed seven (7) months in a calendar year.
6. As an alternative to or in addition to PDL, the University may temporarily modify the job duties of a pregnant Resident or transfer the Resident to a less strenuous or hazardous position, if requested by the Resident and medically advisable according to the Resident's health care provider, provided that the temporary transfer or modification of duties can be reasonably accommodated by the University. Such a temporary modification of duties or transfer will not be counted toward a Resident's

entitlement of up to four (4) months of PDL. At the conclusion of PDL (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 same or comparable position. Accommodations due to pregnancy, childbirth, or related medical condition will be processed in accordance with local University disability accommodations procedures and in keeping with applicable law.

7. When a Resident requests a reasonable accommodation, transfer, or leave due to pregnancy, childbirth, or related medical condition, the University may, at its discretion, require that the Resident's request be supported by written medical certification issued by the Resident's health care provider.
8. Failure to provide certification for reasonable accommodation, transfer, or leave within the requested time period or as soon as reasonably possible under the circumstances may result in delay of the leave until the required certification is provided.
9. The University may, at its discretion, require that a Resident returning to work immediately following PDL provide a written medical release from the Resident's health care provider prior to returning to work.

C. Family and Medical Leave

1. Reasons for Leave

Pursuant to the FMLA, CFRA, and PDL laws, an eligible Resident will be granted up to twelve (12) weeks of unpaid leave in a calendar year. Family Medical Leave (FML) will be granted to an eligible Resident for the following reasons:

- a. The Resident's own serious health condition;
- b. The serious health condition of the Resident's family member (including the Resident's child, spouse, same or opposite sex domestic partner, parent, parent-in-law, grandchild, grandparent, or sibling);
- c. The Resident's pregnancy-related disability (PDL);
- d. To bond with a Resident's newborn, adopted, or foster care child;
- e. Military Caregiver Leave; or

f. Qualifying Exigency Leave.

Leave granted for bonding purposes shall be concluded within 12 months following the child's birth or placement for adoption or foster care.

2. Definitions

- a. Child means a biological child, adopted child, foster child, stepchild, legal ward, or child for whom the Resident stands in *loco parentis*, provided for FML purposes, that the child is either under 18 years of age or incapable of self-care because of a mental or physical disability. The Resident stands in *loco parentis* to a child if the Resident has day-to-day responsibilities to care for or financially support the child. "Child" in this Article refers to one or more children born or placed in a single birth, adoption, or foster event. For example, a Resident who gives birth to twins is considered a single event for the purposes of PDLL, FMLA, CFRA, and any other paid leaves to which the Resident may be entitled.
- b. Parent means a biological parent, foster parent, adoptive parent, stepparent, parent-in-law (for CFRA purposes), legal guardian, or individual who stood in *loco parentis* to the Resident when the Resident was a child. A person who stood in *loco parentis* to the Resident when the Resident was a child if the person had day-to-day responsibilities to care for or financially support the Resident. Parent does not include the Resident's grandparents or mother-in-law or father-in-law unless they stood in *loco parentis* to the Resident when the Resident was a child.
- c. Parent-in-law means the parent of the Resident's spouse or domestic partner.
- d. Spouse means a partner in marriage.
- e. Domestic partner means an individual designated as a Resident's domestic partner under one of the following methods: (i) registration of the partnership with the State of California; (ii) the establishment of a same-sex legal union, other than marriage, formed in another jurisdiction that is substantially equivalent to a State of California-registered domestic partnership; or (iii) filing of a Declaration of Domestic Partnership form with the University. If an individual has not been designated as a Resident's domestic partner by any of the foregoing methods, the following criteria are applicable in defining domestic partner: each individual is the other's sole domestic partner in a long-term, committed relationship with the intention to remain so indefinitely; neither individual is legally married, a partner in another domestic

partnership, or related by blood to a degree of closeness that would prohibit legal marriage in the State of California; each individual is 18 years of age or older and capable of consenting to the relationship; the individuals share a common residence; and the individuals are financially interdependent.

- f. Grandparent means the parent of the Resident's parent.
- g. Grandchild means the child of a Resident's child.
- h. Sibling means a person related to the Resident by blood, adoption, or by having a common legal or biological parent.
- i. Serious Health Condition is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - 1. "Inpatient care" means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits that person to the facility with the expectation that they will remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.
 - 2. "Incapacity" means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery it requires.
 - 3. "Continuing treatment" means ongoing medical treatment or supervision by a health care provider, as defined below.
- j. A Health Care Provider is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to treatment of the spine to correct a subluxation as demonstrated by x-ray to exist), physician assistant, nurse practitioner, nurse midwife, or clinical social worker performing within the scope of their practice as defined under State law; Christian Science practitioner; or any health care provider that the Resident's health plan carrier recognized for purposes of payment.

3. Eligibility

- a. Residents who have at least twelve (12) months of University service (service need not be continuous) and at least 1,250 hours of actual hours worked in the twelve (12) months immediately preceding the commencement date of the leave are eligible for FML under the Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA). If the Resident is taking FML as Pregnancy Disability Leave, the foregoing eligibility requirements do not apply.
- b. The 1,250 hours of actual work means time actually spent at work and does not include any paid time off, such as vacation, sick leave, or holidays not worked. However, for Residents granted military leave, all hours that would have been worked had the Resident not been ordered to military duty shall be used to calculate the 1,250 actual hours of work requirement.

4. Benefits Continuation

During an approved leave, the University shall continue its Employer contribution for the Resident's health insurance coverage benefits as required under the state and federal law.

5. Notice and Certification

- a. The Resident shall give the University notice at least thirty (30) calendar days in advance of the leave's anticipated start date if the need for leave is foreseeable. If the need for leave is not foreseeable, the Resident shall give the University notice as soon as practicable.
- b. Requests for FML must be made in accordance with the [UC Location's] established procedures.
- c. As permitted by law, the University may require that the Resident's request for FML be supported by a written certification by the Resident's healthcare provider (when for the Resident's serious health condition) or the family member's healthcare provider (when for the family member's serious health condition). Failure to provide a required certification may result in delay of the leave until the required certification is received.

6. Use of Paid Leave During FML

FML is unpaid unless the Resident uses accumulated paid leave during FML as provided in this Section. All time taken off as FML, whether the Resident is using accumulated paid leave or taking unpaid leave, shall be deducted from the Resident's FML entitlement.

- a. A Resident on FML for their own serious health condition shall use accumulated sick leave in accordance with the University's disability plan. Residents not eligible for University disability benefits and who are not on leave due to a work-incurred injury or illness shall use all accumulated sick leave and accumulated vacation leave prior to taking FML without pay.
- b. A Resident on FML to care for a family member with a serious health condition or on FML for Military Caregiver Leave must use their accumulated sick leave and accumulated vacation leave prior to taking FML without pay.
- c. A Resident on FML for parental bonding leave must exhaust their Paid Parental Leave (see Article 16) and accumulated vacation leave prior to taking FML without pay.
- d. A Resident on FML for Qualifying Exigency Leave may use accumulated vacation time prior to taking FML without pay.

7. Duration of Leave

FML shall not exceed twelve (12) workweeks in any calendar year except in the following instances: (i) when it is used for PDL, the Resident shall be eligible for leave for the period of actual disability up to four (4) months per pregnancy; (ii) when it is used for pregnancy disability and parental bonding, the Resident shall be eligible for up to four (4) months per pregnancy plus up to twelve (12) workweeks; (iii) when it is used for Military Caregiver Leave, the Resident shall be eligible for up to 26 workweeks of leave in a single 12-month leave period; and (4) when it is used in situations where the Resident's FML does not run concurrently under the FMLA and CFRA.

8. FML Related to a Family Member's Military Service

- a. Eligible employees are entitled to FMLA leave for purposes related to a covered family member's military service as required under the applicable state and federal law.

D. Leave For Resident's Own Military Service

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

E. Personal Leave of Absence

A Resident may be granted a Personal Leave of Absence Without Pay at the sole, non-grievable discretion of the University.

F. Jury Duty

1. A Resident who is summoned and required to serve on jury duty shall be granted leave with pay for the time spent on jury service and in related travel, not to exceed the number of hours in the Resident's normal workday and the Resident's normal workweek. The Program Director and/or department must be notified as soon as a jury summons is received.
2. Deferment or excused absence from jury service can only be granted by the court pursuant to the procedure outlined in the jury summons Notice.

G. Administrative and Investigatory Leave

1. Administrative Leave and Investigatory Leave are not intended to replace any other leave to which a Resident may be entitled under State or Federal Law or other leaves provided in this Agreement. Administrative Leave and Investigatory Leave must be confirmed in writing to the Resident and must be paid.
2. Investigatory Leave may be used to permit the University to review or investigate allegations of wrongdoing, which may warrant removing the Resident from the work site.

3. Administrative Leave may be used for situations that require that the Resident be removed from the work site that are not investigatory in nature.

ARTICLE 16: PAID PARENTAL LEAVE AND CAREGIVER AND MEDICAL LEAVE

A. General Provisions

1. Effective July 1, 2022, or upon ratification of this Agreement, whichever is later, the University will implement this Article.
2. Paid leave will be provided at 100% of the Resident's salary at the time of the leave event.
3. The Resident's benefits will continue while the Resident is taking an approved leave under this Article.
4. A Resident need not be eligible for leave under the Family Medical Leave Act (FMLA) or California Family Rights Act (CFRA) in order to use the leaves described in this Article.
 - a. However, if a Resident on an approved leave under this Article is also eligible for Family Medical Leave (FML), PDL and/or CFRA leave under Article 15, Leaves of Absence, Section C, leave under this Article shall run concurrently with FML, PDL and/ or CFRA leave.
5. Residents are responsible to make up any missed training time as determined by accreditation or Board standards and/or the Program Director. Any additional training time shall be completed during or after the end of the academic year. Determinations regarding additional training and the timing of such training is at the sole, non-grievable discretion of the University.
6. By accepting the paid leave benefits described in this Article, the Union declines to participate in the systemwide Pay for Family Care and Bonding (PFCB) benefit.

B. Paid Parental Leave

1. Paid Parental Leave (PPL) is granted to a Resident to allow them to bond with a newborn child/children or child/children placed via adoption or foster care. PPL granted for this purpose must be concluded within twelve (12) months following the birth or placement of the child/children.

2. A maximum of eight (8) workweeks of PPL will be provided for each pregnancy, adoption, or foster placement event regardless of the number of children born, fostered, or adopted in the event.
3. A Resident is eligible for a maximum of eight (8) workweeks of PPL for each pregnancy, adoption or foster placement event during any twelve (12) month period, regardless of whether the twelve (12) month period is in separate calendar, academic or postgraduate years.
4. A Resident may not take PPL for both the foster placement and adoption of the same child or children.
5. Two Residents who are parents, or foster parents, to the same child/children may use their PPL at the same time.
6. PPL is available for use while a Resident is in the waiting period for disability pay.
7. If a Resident on an approved Pregnancy Disability Leave (PDL) also is eligible for FML under Article 15, Leaves of Absence, Section C, up to twelve (12) workweeks of PDL shall run concurrently with FML under federal law. Upon termination of a PDL that runs concurrently with FML, a Resident may also be entitled to up to twelve (12) work weeks of leave per the California Family Rights Act (CFRA) for any covered reason except pregnancy or related medical conditions. If the Resident has remaining FML leave available after the end of PDL, the FML leave will run concurrently with the CFRA leave. The Resident must use accumulated vacation time prior to taking parental bonding leave without pay [or PPL].
8. When possible, a Resident shall request parental leave at least four (4) weeks in advance of the use of the time off. The University and the Union agree that the PPL described in this section meets the requirements of the ACGME to provide Residents with a leave of absence for parental leave.

C. Caregiver and Medical Leave

1. Pursuant to ACGME requirements, the University will provide a Resident with six (6) weeks of paid leave for their own serious health condition; the birth and/or care of a Resident's newborn, adopted, or foster child; or to care for the Resident's family member with a serious health condition. The paid leave described in this section will be provided one time during the residency or fellowship.
 - a. "Serious health condition" is defined in Article 15, Leaves of Absence, Section C.2.

- b. “Family member” includes the Resident’s child, spouse, same or opposite sex domestic partner, parent, parent-in-law, grandchild, grandparent, or sibling. Further definitions of each type of family member are found in Article 15, Leaves of Absence, Section C.2.a – 2.h.
- 2. The Resident is required to exhaust their accumulated sick leave and vacation leave prior to receiving any additional paid leave benefits under this section, except for when (1) Caregiver and Medical Leave is taken concurrently with PDL, in which case, vacation leave is not required to be used prior to paid leave under this Section C; or (2) bonding leave is taken concurrently with CFRA, in which case sick leave is not required to be used prior to paid leave under this Section C
 - a. If the Resident exhausts their accumulated sick leave and vacation leave, and has not reached the six (6) week maximum under this section, the University will provide additional paid leave to reach six (6) weeks of paid leave.
- 3. Pursuant to ACGME requirements, if the Resident exhausts their accumulated sick leave and vacation leave under this section, the University will provide one additional paid week of leave for use during the same postgraduate year.
- 4. Leave request should be submitted pursuant to GME policy and UCI Benefits Department guidance.
- 5. The University and the Union agree that the Caregiver and Medical Leave described in this section meets the requirements of the ACGME to provide Residents with a leave of absence for caregiver, parental, and medical leave.
- 6. The University and the Union agree that any PPL leave taken by a Resident under Section B, above, will be counted towards the six weeks paid leave requirements of the ACGME to provide Residents with a leave of absence for caregiver, parental, and medical leave.

ARTICLE 17: VACATION/EDUCATION 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.

ARTICLE 18: 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.

ARTICLE 19: 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 any time 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. Up to two authorized union representatives 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 20: GRIEVANCE PROCEDURE

A. Definitions and General Provisions

1. Grievance: A claim by a Resident, a group of Residents, or the Union, that the University has violated a specific provision of the Agreement during the term of this Agreement and/or a claim that a disciplinary action, as defined in subparagraph A.2 below and subject to the limitations set forth in subparagraph 4 below, was not supported by just cause.
2. For purposes of this Article, "Disciplinary Action" means restriction, suspension, non-renewal, and/ or termination of employment.
3. Before a grievance related to a Disciplinary Action can be filed under this Article, the Resident must first exhaust any complaint or review processes available to them under UCI's Academic Due Process Policy, as may be amended from time to time. Conclusion of that complaint or review process shall initiate the thirty (30) calendar day timeline described below for filing a grievance under this Article. Grievances filed per this provision shall be expedited and filed at Step II (provision E).
4. Decisions or judgments by the University, including Disciplinary Actions, related to all academic or clinical matters, as defined in subparagraph A.5 below, 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 UCI Academic Due Process Policy. Academic and/or Clinical decisions and academic and/or administrative actions shall only be subject to review as provided under UCI's Academic Due Process Policy, UCI policy may not restrict a Resident from having a representative of their choosing (Union or otherwise selected) at the hearing.

5. Academic or clinical matters are those that relate to whether the Resident has developed the practice-based learning and improvement, patient care and procedural skills, systems-based practice related to medical judgement, and medical knowledge competencies that are necessary to function at the current level of training, advance to the next level or training, or be assessed as eligible for graduation and board certification.

B. Representation

A Resident or a group of Residents shall be entitled to a single representative in any Step of the grievance procedure. Provided it does not interfere with operational needs and with prior agreement, one (1) additional Union representative may attend grievance meetings. Should an additional representative attend a grievance meeting, it is expressly understood there shall only be one (1) Union spokesperson.

C. Formal Grievance Elements

1. Grievances must be in PDF or similar image format. Any submission of a grievance will be submitted in writing with the following information:
 - a. a specific description of the dispute/alleged violation as known at the time of submission;
 - b. the name of the Resident(s) associated with the alleged violation;
 - c. a specific listing of the Article(s) and Section(s) of the current Agreement which the Union believes has been violated;
 - d. the date of the alleged violation;
 - e. a description of how the grieving party was adversely affected; and
 - f. the requested remedy.
2. Only one (1) subject matter shall be covered in any one (1) grievance.
3. Any grievance that is not received within the time limits established by the Article and/or which does not comply with the procedures and requirements of this Article shall be considered ineligible for processing and thereby waived and withdrawn by the Resident(s) and/or the Union.

D. Use of Email

Grievances must be filed via email addressed to the University's official email address for this purpose, which is irvinegrievances@uci.edu. Emailed grievances submitted and/or any responses issued after 5:00pm during regular business days shall be deemed received on the next business day. The University's email server's internal clock shall govern any disputes regarding date and/or time of receipt.

E. Grievance Steps

1. Step I – A formal grievance must be filed in writing on a grievance form mutually agreed- to by the Parties with UCI Workforce Relations Office. UCI Workforce Relations Office must receive the written grievance within thirty (30) calendar days after the date on which the Resident(s) and the Union knew or could reasonably have been expected to know of the event or action which gave rise to the grievance.
 - a. A designee from [UC Location's] Labor Relations shall review the grievance and meet with the Resident(s) and their representative to discuss the grievance within twenty (20) calendar days following receipt of the grievance.
 - b. Within twenty (20) calendar days after the meeting is held, a written response from the University will be issued to the Resident(s) or the Resident(s)'s representative.
2. Step II – If the grievance is not resolved at Step I, it may be appealed in writing by the Resident(s) or the Union to the Senior Director of Workfoce Relations. The written appeal must be received within twenty (20) calendar days of the date on which the written response at Step 1 was issued or was due, whichever is earlier.
 - a. Within twenty (20) calendar days of receipt of the Step II appeal, UCI Workforce Relations designee shall schedule and convene a meeting to discuss the grievance.
 - b. UCI Workforce Relations shall render a written decision within twenty (20) calendar days following the date of the Step II meeting.

F. Time Limits

1. Time limits may be extended by mutual agreement of the Parties in writing in advance of the expiration of the time limits, except the Step I deadline for filing a formal grievance. Deadlines which fall on a Saturday, Sunday, or a University-recognized holiday will be automatically extended to the next business day.

2. Grievances submitted to the Workforce Relations Office after 5:00pm will be deemed to have been received on the next business day.
3. If the grievance is not appealed to the subsequent step of the procedure within applicable time limits, and or an extension has not been agreed to in advance, the grievance will be considered settled on the basis of the University's last written response.
4. Failure by the University to reply to the grievance within the time limits specified automatically grants the Union the right to process the grievance to the next step of the grievance procedure.

G. Release Time

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

H. Resolution

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

ARTICLE 21: ARBITRATION PROCEDURES

A. General Provisions

A request for arbitration may be made only by the Union and only after exhaustion of the grievance procedure or in the case of Disciplinary Actions, as defined in Article 20 A.2. the Resident must first exhaust any complaint or review processes available to them under UCI's Academic Due Process Policy, followed by exhaustion of the grievance procedure.

B. Time Limits

1. The Union must file the appeal in writing within thirty (30) calendar days from the date of issuance of the University's Step II Response, or if no Step II Response issued, within thirty (30) calendar days from when the Step II Response was due. The appeal to arbitration must be submitted to the University's official email

address: irvinegrievances@uci.edu

2. Failure to submit the appeal within the above time limits will render the grievance ineligible for arbitration and the last preceding University response, if any, will be deemed final.
3. The time limits contained herein may be extended by mutual agreement of the parties in writing.
4. Following the Union's appeal to arbitration, the parties shall meet within thirty (30) calendar days from the date the University receives the appeal to select an arbitrator from the panel of arbitrators found in Appendix A.
 - a. In the event the parties cannot agree to an arbitrator, the parties shall alternately strike one (1) name from the panel, the first strike being determined by the flip of a coin. The remaining name shall be the arbitrator.
 - b. By mutual agreement, the parties may select an arbitrator not included in Appendix A.
5. For grievances related to a Disciplinary Action, the arbitration shall be heard by a panel consisting of a designee of the Union, a designated representative of the University, and the impartial arbitrator selected pursuant to subparagraph B.4 above.
6. The scheduling of the arbitration hearing must be accomplished no later than sixty (60) calendar days from the date the arbitrator is selected, However the hearing date may be more than sixty (60) days from the date of the arbitrator's selection.
7. The parties, by written mutual agreement, may agree to waive or modify the process for selecting an arbitrator and/or the time limits as described in this Article on a case- by-case basis.

C. Arbitration Process:

1. 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.
2. When practicable, the University shall inform the Union in writing of its intent to assert the issue of arbitrability prior to selection of the 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, except as

provided in §C.3., below. In the event an arbitrator, as a result of the arbitrability hearing referenced above, determines a matter to be arbitrable, they shall have no authority to decide the issues pursuant to the facts of the case unless the parties agree otherwise.

3. 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. If the arbitrator finds the grievance to be not arbitrable, the substantive facts of the case need not be heard and the grievance shall be denied. If the arbitrator finds in favor of arbitrability, the hearing shall proceed to the substantive issue(s) raised.
4. Section C.2 and section C.3 above shall not prevent the parties from agreeing in writing to combine the arbitrability hearing with the hearing on the merits of the case.
5. The arbitrator may not admit settlement offers as evidence at the arbitration hearing.
6. 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.
7. Settlement proposals may be offered at any stage prior to or during arbitration.
8. The arbitration hearing shall be closed to the public, unless the parties otherwise agree in writing.
9. The arbitrator, following the close of the record of the hearing, shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing. The written decision shall include a brief description of each issue under submission, the position of the parties, the findings of facts, the arbitrator's conclusion(s) as to the violation of the agreement, if any, and, where appropriate, a remedy.
10. The University and the Union shall split the arbitrator's and any related stenographer fees equally. Expenses for other services or facilities shall be borne by the party requesting such services or facilities unless the parties agree otherwise in advance. In the event the non-requesting party does not agree to share costs for that service or facility, the non-requesting party shall have no rights to the product of those services or facilities.

D. Scope of Arbitration

1. Unless there is an agreement by both parties to modify the scope of the arbitration, the

issues(s) to be heard by the arbitrator shall solely be restricted to the Article(s) filed with the grievance. Issues or allegations which were known or should have been known to the Union but not introduced by Step II of the Grievance Procedure shall not be introduced by the Union at the arbitration.

2. In the event that the University raises the issue of arbitrability, the parties agree that the question of arbitrability shall be addressed prior to the hearing on the merits (if any) by different arbitrators unless otherwise agreed to by the parties. All arbitrator and stenographer fees associated with a hearing on arbitrability shall be borne equally by the parties. Should an arbitrator determine that the underlying matter is not subject to arbitration under the contract, the substantive facts of the case shall not be heard and the Step II response of the University shall be deemed the final response to the matter.

E. Arbitrator's Authority

1. 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.
2. In any event, the arbitrator shall have no authority or jurisdiction to substitute their judgment for that of the University.
3. The arbitrator shall have no authority to order the University to advance a Resident to the next level of training nor to be assessed as eligible for graduation, board certification, and/or the ability to practice autonomously.

F. Decision and Remedy

1. If the grievance is sustained in whole or in part, and subject to the limitations set forth in the paragraph below, the remedy shall not exceed restoring to the Resident the pay, benefits, or rights lost as a result of a violation of the Agreement, less any compensation and/or benefits received from any source, including, but not limited to Workers' Compensation and/or unemployment benefits, etc.
2. If a grievance related to a Disciplinary Action is sustained in whole or in part, the Arbitrator shall have no authority to advance a Resident to the next level of training, or attest that a Resident is eligible for graduation or board certification.
3. The decision of the arbitrator shall be final and binding. The decision shall be distributed to the parties within thirty (30) calendar days of the close of the record of the arbitration, unless the arbitrator notifies the parties that the time frame cannot be met.
4. The arbitrator shall have no authority to award time-in-lieu of training or to extend the time limits for program completion.

5. 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:
 - a. Any period of time during which an extension of time limits has been granted by the employer at the request of the Union; or
 - b. Any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing, when the first date is rejected by the Union; or
 - c. Any period of time greater than thirty (30) calendar days prior to the date of the initial filing at Step 1 of the grievance procedure.
6. Upon the request of either the University or the Union, the arbitrator shall retain jurisdiction if there are disputes concerning an award of retroactive pay (and/or benefits).

G. Release Time and Pay Status

1. Whenever an arbitration hearing or a meeting convened to resolve the arbitration is scheduled during the regular work time of a Resident who is a grievant, representative, or witness, reasonable release time with pay shall be granted to such Resident(s) involved so long as a written request for release time is received at least 24 hours in advance by the Senior Director of Workforce Relations or designee.
2. When arbitrations or meetings occur outside a Resident's scheduled work time, no release time shall be granted.
3. Time spent in investigating and preparation for arbitration shall not be on pay status.

ARTICLE 22: 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 , PGY, department, personal email, and personal phone number, if available, 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 thirty (30) 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 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 three (3) 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 three (3) 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 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 23: 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 24: RELEASE TIME

A. New Resident Orientation

Upon advance request of no less than thirty (30) calendar days, or within 14 calendar days from the date the union is provided the orientation schedule, whichever is later, up to

three (3) union members shall be granted release time to attend the GME new resident orientation in accordance with Article 22.

B. CIR National Convention

Upon advance request of no less than forty-five (45) calendar days, elected CIR delegates shall be granted release time to attend CIR's annual convention.

C. CIR Executive Committee

Upon advance request of no less than thirty (30) calendar days, any union member elected or appointed to CIR's Executive committee shall be granted release time to attend the aforementioned committee's quarterly meetings.

D. All requests for release time shall be subject to operational need and shall not be unreasonably denied.

ARTICLE 25: 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 26: 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 27: ELECTRONIC DEVICES

- A.** Each resident shall continue to be provided with an electronic device (pager or cell phone) as soon as practicable after the date of hire and in accordance with University policy. The device provided will be dependent on the specific Program. All residents shall return the

electronic device when they end employment with the University or when directed to return the electronic device.

- B. If a Resident is provided a University electronic device and it becomes lost or damaged, the Resident is responsible for any associated costs for repair and/or replacement; the resident shall not be responsible for costs associated with normal wear and tear.
- C. Management shall not require Residents to use their personal cell phone or add additional phone lines to their personal cell phone service. In the event that the Resident opts to use his/her own personal phone, all University-required security measures must be installed. There is no reimbursement if the Resident chooses to use their personal cell phone.

ARTICLE 28: 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 29: 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 easily accessible to the relevant departments. The University shall provide an easy access reporting system for reporting maintenance issues.
- B. A semi-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 30: 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. Residents' lounges may have a union bulletin board that shall be used for the purpose of posting Union notices. Any materials posted on the bulletin board must be dated and initialed by the union representative responsible for the posting and a copy of all materials posted must be provided to the appropriate University representative at the location at the time of posting.

ARTICLE 31: 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 32: 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 33: 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 34: 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 request by the union, over the impact of the decision.

- 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 35: SEVERABILITY

- A. This Agreement is subject to all applicable Federal or State laws and regulations.
- B. 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 within thirty (30) calendar days' upon the request of the other party in an attempt to reach an agreement on a substitute provision.

ARTICLE 36: 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.

ARTICLE 37: LACTATION ACCOMODATIONS

- A. In accordance with UC Policy, local procedures, and prevailing law, lactation rooms or other comparable space shall be provided in proximity to the work area for UC-owned facilities.
- B. If no such space exists in reasonable proximity to the work area, the Department will designate an appropriate temporary space, which is not open to the general public, for the purpose of expressing and storing breast milk. The University will allow adequate time for a Resident to express breast milk, during which the Resident shall not be expected to work.
- C. In any event, issues related to this article may be discussed in a labor-management meeting.
- D. Restrooms, spaces lacking privacy, or spaces lacking a locking door are not considered appropriate spaces for lactation purposes. However, an anteroom or lounge area connected to a restroom may be sufficient if the space is private, free from intrusion, and can be locked and shielded from view.
- E. The University will provide notice to the union regarding any changes to the UC Policy and/or local procedure.

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APPENDIX A

PANEL OF ARBITRATORS

MEMORANDUM OF NEGOTIATORS

COMMITTEE OF INTERNS AND RESIDENTS/SERVICE EMPLOYEES INTERNATIONAL

Ned Burke, Chief Negotiator
CIR – SEIU/Healthcare

Dr. Luke Walls-Smith, MD
Emergency Medicine

Dr. Jennifer Kim, MD
Family Medicine

Susan Naranjo, Executive Director
CIR – SEIU/Healthcare

Dr. Frederick Chua, MD
Internal Medicine

Dr. Sarah Harirforoosh, MD
Internal Medicine

David Dashefsky,
Director of Strategic Campaigns
CIR – SEIU/Healthcare

Dr. Christine Fung, MD
Internal Medicine

Dr. Neil Patel, MD
Internal Medicine

Dr. Lindsey Hendricks, MD
Internal Medicine

Dr. Armela Makas, MD
Internal Medicine

Dr. Justine Maher, MD
Obstetrics & Gynecology

Dr. Isabel del Canto, MD
Obstetrics & Gynecology

Dr. Jack Reid, MD
Pathology

Dr. Corina Vasquez, MD
Psychiatry

Dr. Rachel Sunico, MD
Physical Medicine & Rehabilitation

Dr. Karim Fahmy, DO
Physical Medicine & Rehabilitation

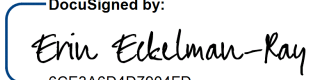
UNIVERSITY OF CALIFORNIA, IRVINE

Erin Eckelman-Ray, Chief Negotiator
Workforce Relations
UC Irvine Human Resources

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

By: 
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 Erin Eckelman-Ray
 Chief Negotiator
 Workforce Relations
 UC Irvine Human Resources
 Date: 5/8/2023

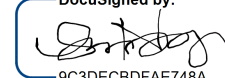
By: 
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 Leslie Kleiman
 Senior Director, Workforce Relations
 UC Irvine Human Resources
 Date: 5/5/2023

By: 
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 Melissa Matella
 Associate Vice President
 Systemwide Employee and Labor Relations
 Date: 5/12/2023

COMMITTEE OF INTERNS AND RESIDENTS/ SERVICE EMPLOYEES INTERNATIONAL UNION

By: 
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 Ned Burke
 Chief Negotiator
 CIR – SEIU/Healthcare
 Date: 5/5/2023

By: 
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 David Dashefsky
 Director of Strategic Campaigns
 CIR – SEIU/Healthcare
 Date: 5/6/2023

By: 
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 Susan Naranjo
 Executive Director
 CIR – SEIU/Healthcare
 Date: 5/8/2023