



Collective Bargaining Agreement

Between

UCSF Benioff Children's Hospital Oakland

and the

Committee of Interns and Residents/SEIU

May 15, 2022 – June 30, 2025

Committee of Interns and Residents (CIR)

National Affiliate of Service Employees International Union (SEIU)

The Committee of Interns and Residents/SEIU (CIR/SEIU) represents over 17,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California and New Mexico. Collective bargaining agreements cover both public and private sector hospitals.

Founded in 1957, CIR/SEIU is affiliated with the Service Employees International Union (SEIU), a 2.1-million-member union in the U.S., Puerto Rico and Canada including 1,000,000 members in the healthcare field.

This collective bargaining agreement, negotiated by CIR/SEIU members at UCSF Benioff Children's Hospital Oakland, provides for salaries, leave time, a due process procedure in disciplinary cases, a grievance procedure, and other issues of concern to House staff.

Know your rights and benefits – read your CIR contract!

Committee of Interns and Residents/SEIU

National Office

10-27 46th Avenue, Suite 300-2

Long Island City, New York 11101

ph.: (212) 356-8100 faxes: (212) 356-8111

info@cirseiu.org www.cirseiu.org

Northern California Office

1050 Marina Village Parkway, Suite 201

Alameda, CA 94501

ph.: (510) 671-2626 fax: (510) 239-4289

info@cirseiu.org www.cirseiu.org

House Staff Benefits Plan

ph.: (212) 356-8180

fax: (212) 356-8111

Table of Contents

ARTICLE 1. Recognition	<u>5</u>
ARTICLE 2. Voluntary Written Assignment of Wages	<u>5</u>
ARTICLE 3. Maintenance of Membership	<u>5</u>
ARTICLE 4. PAC Check Off	<u>6</u>
ARTICLE 5. No Coercion	<u>6</u>
ARTICLE 6. No Strikes or Work Stoppages/No Lockouts	<u>6</u>
ARTICLE 7. Management Rights	<u>7</u>
ARTICLE 8. No Discrimination	<u>8</u>
ARTICLE 9. Bargaining Unit Information	<u>9</u>
ARTICLE 10. Hospital and CIR Joint Committee	<u>9</u>
ARTICLE 11. Grievance Procedure	<u>10</u>
ARTICLE 12. Discipline	<u>12</u>
ARTICLE 13. Employees' Security	<u>14</u>
ARTICLE 14. Access to Files	<u>15</u>
ARTICLE 15. Individual Contracts	<u>15</u>
ARTICLE 16. Wages & Housing Allowance	<u>16</u>
ARTICLE 17. Malpractice insurance	<u>17</u>
ARTICLE 18. Health, Vision, Dental, Disability and Life Insurance Benefits	<u>17</u>
ARTICLE 19. Leave of Absences	<u>18</u>
ARTICLE 20. Meal Allowance	<u>21</u>
ARTICLE 21. Parking	<u>21</u>
ARTICLE 22. Moonlighting	<u>21</u>
ARTICLE 23. Relocation Bonus	<u>21</u>
ARTICLE 24. Education Expenses	<u>22</u>
ARTICLE 25. Training	<u>23</u>
ARTICLE 26. Vacation and Holiday	<u>23</u>
ARTICLE 27. Wellness	<u>24</u>
ARTICLE 28. Outside Electives	<u>24</u>
ARTICLE 29. Issuance of Certificates	<u>24</u>
ARTICLE 30. Annual CIR Convention	<u>24</u>

ARTICLE 31. Health and Safety	<u>24</u>
ARTICLE 32. USMLE	<u>25</u>
ARTICLE 33. Annual Retreat	<u>25</u>
ARTICLE 34. Licensure and USMLE Reimbursement	<u>26</u>
ARTICLE 35. Minority Retention and Recruitment	<u>27</u>
ARTICLE 36. Sick Leave and Call Coverage	<u>27</u>
ARTICLE 37. E-Mail	<u>28</u>
ARTICLE 38. Start Date	<u>28</u>
ARTICLE 39. Call Rooms, Scrubs and White Coats	<u>28</u>
ARTICLE 40. Union Orientation	<u>29</u>
ARTICLE 41. Medical Records	<u>29</u>
ARTICLE 42. Successorship	<u>30</u>
ARTICLE 43. Separability	<u>30</u>
ARTICLE 44. Termination and Renewal	<u>30</u>

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

ARTICLE 1
Recognition

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

ARTICLE 2
Voluntary Written Assignment of Wages

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

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

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

ARTICLE 3
Maintenance of Membership

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

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

ARTICLE 4 PAC Check Off

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

ARTICLE 5 No Coercion

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

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

ARTICLE 6 No Strikes or Work Stoppages/No Lockouts

The parties agree that the work provided by all Residents and Fellows is essential for the health and well-being of the public whom we serve, and critical for the operation of the Hospital.

As such, the Hospital agrees that, during the term of this Agreement, or any extension thereof, the Hospital will not engage in Lockouts or temporary, employer-initiated work-stoppage.

Similarly, the Union agrees that, during the term of this Agreement, or any extension thereof, neither it nor any of its officers, agents or members, will authorize, instigate, aid, condone or engage in any strike, sympathy strike, work stoppage, picketing, sit down, slow down, or other stoppage, limitation or curtailment of work or take part in any picketing, boycotting or other

interference with or demonstration against the Hospital, at any of its facilities or activities.

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

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

ARTICLE 7 Management Rights

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

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

ARTICLE 8
No Discrimination

Consistent with the provisions of applicable state and federal law or Hospital policies, the Hospital shall not discriminate against or harass any Resident or Fellow on the basis of race, color, religion, marital status, national origin, ancestry, sex (including gender, pregnancy, and childbirth, including medical conditions related to pregnancy, childbirth, and/or breastfeeding), sexual orientation, gender identity or expression, physical or mental disability, medical condition (cancer-related or genetic characteristics or genetic information including family medical history), service in the uniformed services, status as a covered veteran, age, citizenship, political affiliation/opinion or union activity/affiliation.

ARTICLE 9
Bargaining Unit Information

By April 15th of each year, the Hospital shall forward to CIR a complete list of House Staff in the bargaining unit, compiled from the Hospital's records, which list shall include designation by post-graduate years, and fellowship titles, if any, personal email address, cell phone, and home or mailing address, to the extent that the hospital is in possession of this information. Changes to such list shall be forwarded to CIR monthly.

ARTICLE 10
Labor Management Committee

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

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

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

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

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

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

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

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

Limitations

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

ARTICLE 11 Grievance Procedure

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

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

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

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

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

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

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

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

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

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

An impartial arbitrator shall be selected by mutual agreement from the following panel of arbitrators:

Joel Schaffer
Andrea Dooley
David A. Weinberg
Najeela Khoury
Andria Knapp

If the parties cannot reach agreement, the parties will select an arbitrator by alternately striking names from the list until one arbitrator remains.

ARTICLE 12

Discipline

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

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

Section 3: Disciplinary actions, including assignment of a remediation program, requiring the resident to repeat clinical rotations which were unsatisfactory, imposition of Academic Probation, reporting of marginal or unsatisfactory performance ratings to the American Board of Pediatrics, and non-renewal of a House Officer, when based on issues of clinical performance or competence, shall not be subject to Section 1 and/or the grievance and arbitration procedure set forth in this Agreement, but shall instead be subject to the following procedure:

- (a) The Program will maintain an evaluation and promotional review procedure that is in accordance with the guidelines issued by the relevant accreditation bodies. Written evaluations based on clinical performance will become part of each resident's permanent file. If a resident disagrees with a written evaluation and this disagreement cannot be resolved through discussions with the Director of Medical Education, the involved evaluator (resident or faculty) and the resident, then the resident shall have recourse to the formal appeal process outlined in this Section 3 to resolve the disagreement.

- (b) If significant deficiencies are identified by the program directors, a remediation plan will be developed in conjunction with the individual resident and the Chief Resident or an assigned faculty preceptor. A timetable of re-evaluation and performance expectations will be formulated. If, in the opinion of the Director of Medical Education, these performance deficiencies are sufficiently serious, the resident may be placed on Academic Probation.
- (c) Academic Probation may be imposed for academic or clinical performance deficiencies that are sufficiently serious and/or continue to occur despite attempts at remediation.

Academic Probation involves the following:

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

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

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

ARTICLE 13 **Employees' Security**

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

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

possible; and,

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

ARTICLE 14 Access to Files

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

ARTICLE 15 Individual Contracts

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

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

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

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

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

ARTICLE 16
Wages & Housing Allowance

Section 1: Wages

House Staff Officer salaries shall, be as follows:

Effective pay period beginning 5/15/2022, a five percent (5%) Across the Board (ATB) increase:

PL 1	\$66,328.08
PL 2	\$68,533.92
PL 3	\$73,120.32
PL 4	\$77,641.20
PL 5	\$80,764.32
PL 6	\$83,996.64

Effective pay period beginning 12/11/2022, a one percent (1%) Across the Board (ATB) increase:

PL 1	\$66,991.36
PL 2	\$69,219.26
PL 3	\$73,851.52
PL 4	\$78,417.61
PL 5	\$81,571.96
PL 6	\$84,836.61

Effective pay period beginning 06/25/2023, a four percent (4%) Across the Board (ATB) increase:

PL 1	\$69,671.02
PL 2	\$71,988.03
PL 3	\$76,805.58
PL 4	\$81,554.32
PL 5	\$84,834.84
PL 6	\$88,230.07

Effective pay period beginning 07/07/2024, a four percent (4%) Across the Board (ATB) increase:

PL 1	\$72,457.86
PL 2	\$74,867.55
PL 3	\$79,877.81
PL 4	\$84,816.49
PL 5	\$88,228.24
PL 6	\$91,759.27

Section 2: Housing Allowance

Effective beginning July 1, 2022, increase the annual housing stipend to \$11,000. Increase to \$11,805 effective beginning the first paycheck on July 1, 2023, and maintain the annual stipend of \$11,805 through the remainder of the contract.

Section 3: One-time Retention Bonus

One-time retention bonus of \$500 to be paid on the November 18, 2022 paycheck, along with list submission in accordance with Healthcare Worker Retention Act.

ARTICLE 17
Malpractice Insurance

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

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

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

ARTICLE 19
Leave of Absences

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

1a. Lactation

The Hospital shall follow all applicable state, federal and/or local laws related to lactation accommodations for nursing house staff officers.

2. **Paternity/ Adoptive/Domestic Partner Leave:** Prospective fathers, adoptive parents and domestic partners are entitled to three months of unpaid leave. The Hospital will provide health insurance coverage for up to three months of approved leave. Residents anticipating such leave should contact the Chief Resident and Director of Medical Education as soon as possible to begin arrangements;

3. **Personal Leave**

House staff officers shall be granted one (1) day per year as a "personal/wellbeing" days. A personal day is defined generally as one which a House officer may use to attend to private or personal matters. Personal days are to be scheduled and approved by the chief residents at least two weeks in advance, when possible.

4. **Bereavement Leave**

When death occurs in the immediate family of a regular employee, such employee will be entitled, at his or her option, to one (1) to three (3) days leave of absence with pay within seven (7) days of the date of death for those scheduled days of work that would have been worked but for the leave of absence.

An additional two (2) days of leave without pay shall be allowed for the employee to attend a funeral out of the State of California, for an immediate family member as defined below, for which an employee shall use unused sick days if available.

The Hospital may require reasonable proof of death in order to qualify an employee for bereavement leave.

Immediate family is defined as parent, child (natural, adopted, or stepchild), spouse, domestic partner, sibling, current mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or step relatives, grandchild, grandparent, a person who acted in loco parentis (in place of parent) to an employee before the age of 18 or any other person for whom the employee has a personal obligation who is residing in the employee's household.

Upon hire, an employee may submit to Human Resources, in writing, a list of up to three (3) additional individuals whom they consider to be "immediate family" to qualify as "immediate family" for the purposes of this article in lieu of up to three (3) persons listed above. Existing employees may submit the list of up to three (3) people in lieu of up to three (3) of the persons listed above during the 2022 Open Enrollment period.

5. Leaves

The Hospital shall provide residents/fellows with a minimum of six weeks of approved medical, parental, and caregiver leave(s) of absence for qualifying reasons that are consistent with applicable laws at least once and at any time during an ACGME-accredited program, starting the day the resident/fellow is required to report.

The Hospital shall provide residents/fellows with at least the equivalent of 100 percent of their base salary for the first six weeks of the of the first approved medical, parental, or caregiver leave(s) of absence taken.

The Hospital shall provide resident/fellows with a minimum of one week of paid time off reserved for use outside the first six weeks of the first approved medical, parental, or caregiver leaves of absence taken.

The Hospital shall provide resident/fellows with an additional two weeks for 100% paid parental leave to be used once during a residency/fellowship. No resident shall be granted more than eight weeks of aforementioned paid leave in the event of the birth, adoption, or placement of a child; however, in the event that a resident or fellow experiences another leave-eligible event per the aforementioned ACGME guidelines, and if all family leave is depleted, they shall be granted additional paid leave of up to 4 weeks on a one-time basis during a residency/fellowship.

The Hospital will ensure the continuation of health and disability insurance benefits for residents/fellows and their dependents during any approved medical, parental, or caregiver leave(s) of absence.

Residents/fellows shall submit a request for such leave in writing to their Program Director along with any applicable documents. The Program Director shall meet with the resident/fellows to discuss the requested leave and the impact on the date of graduation.

If resident/fellows request an accommodation such request shall be reviewed by the Human Resources Department upon request. If such request is qualifying, the Human Resources Department will begin the interactive process.

6. Extension of Training Period

Residents are responsible to make up any missed training time as determined by accreditation and/or Board standards as determined by the Program Director. Any make up time and/or additional training time shall be completed after the end of their original final program year.

Determinations regarding make up time and/or additional training and the timing of such training is at the sole, non-grievable discretion of the Hospital.

7. The Hospital shall amend or change the leave provisions of this article as is necessary to comply with current law.

ARTICLE 20
Meal Allowance

House Officers will be provided a \$3,000 yearly meal allowance placed on their badge at the beginning of the academic year

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

ARTICLE 21
Parking

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

ARTICLE 22
Moonlighting

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

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

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

ARTICLE 23
Relocation Bonus

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

ARTICLE 24
Education and Expenses

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

PL 1	<u>\$1,050.00</u>
PL 2	<u>\$1,150.00</u>
PL 3	<u>\$1,250.00</u>
PL 4	<u>\$1,250.00</u>
PL 5	<u>\$1,250.00</u>
PL 6	<u>\$1,250.00</u>

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

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

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

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

ARTICLE 25
Training

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

ARTICLE 26
Vacation and Holiday

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

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

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

ARTICLE 27
Wellness

Residents and fellows shall be reimbursed for approved wellness expenses up to \$250.00 annually.

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

Approved wellness expenses include but are not limited to gym membership, fitness classes, home fitness equipment, nutrition class, wellness apps, mental health services, acupuncture, massage therapy, reading materials/books related to wellbeing.

ARTICLE 28
Outside Electives

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

ARTICLE 29
Issuance of Certificates

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

ARTICLE 30
Annual CIR Convention

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

ARTICLE 31
Health and Safety

The Hospital will comply with all applicable federal laws and regulations concerning

occupational safety and health. Likewise, it is the duty of each employee to comply with all of the Hospital's health and safety regulations.

ARTICLE 32
USMLE

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

ARTICLE 33
Annual Retreat

At the Hospital's discretion, the annual resident retreats and Resident Appreciation night shall continue under such terms and conditions as the Hospital determines.

ARTICLE 34
Licensure and USMLE Reimbursement

- A. General Eligibility: To be eligible for reimbursement under this provision a Resident or Fellow must meet both of the following requirements:
1. The Resident or Fellow must be appointed through the Office of Graduate Medical Education in a residency or fellowship training program for the relevant academic year.
 2. The Resident or Fellow must have an active appointment on the date payment was made to the Medical Board of California or Federation of State Medical Boards.
- B. Eligibility for Specific Reimbursements
1. Licenses: In order to be eligible for reimbursement for new licenses (application and processing fees) the issue date of the license must be within the academic year in which reimbursement is sought. In order to be eligible for reimbursement for a license renewal, the license expiration date must be within the academic year in which reimbursement is sought. Only those fees paid directly to the Medical Board of California for licensure are reimbursable.
 2. USMLE Step III: In order to be eligible for reimbursement for United States Medical Licensing Examination (USMLE) Step III exam fees, the examination date must occur within the academic year in which reimbursement is sought. Only those fees paid directly to the Federation of State Medical Boards for Step III are reimbursable. Residents and Fellows are only eligible to receive this reimbursement once during the term of their employment with BCH Oakland
- C. Reimbursement Amounts: The reimbursement amounts shall be:
1. Application for Training License (PTL): Currently \$461.51
 2. Transitional License: Currently \$393.15
 3. License Renewal: Currently \$477.59
 4. USMLE Step III: Currently \$915.00

These amounts may be increased by the licensing agencies and paid for at the discretion of BCH Oakland GME Administration.

D. Board Certification

At the beginning of each academic year, the Hospital shall reimburse each PL-3 resident and PL-6 fellow \$1000 to assist with the cost of board review materials.

ARTICLE 35
Minority Retention and Recruitment

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

ARTICLE 36
Sick Leave and Call Coverage

Residents shall be allowed ten (10) sick days per academic year, for which they shall not lose payment.

In most circumstances, scheduled backup may be two lines of coverage. In a situation necessitating backup coverage in excess of scheduled backup, Chief Residents shall make best efforts to minimize disruption to Residents' elective schedules and any pre-existing travel or personal plans.

If a Resident is exposed to a communicable disease, the Hospital may offer the Resident an alternative assignment that does not present exposure issues, such as preparing teaching materials. If the Resident performs the alternative assignment, or if the Hospital does not offer an alternative assignment, the Resident's absence will not count as a sick day. If the Resident does not perform an offered alternative assignment, the Resident's absence due to communicable disease exposure will count as a sick day.

If a resident does not show up to work their scheduled call or shift they will be assigned a replacement shift based on coverage needs at the discretion of the chief residents and/or program director.

ARTICLE 37
E-Mail

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

ARTICLE 38
Start Date

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

ARTICLE 39
Call Rooms, Scrubs and White Coats

Residents on call will be provided with adequate and appropriate sleeping quarters. The Hospital will provide or, at the Hospital's option, reimburse each new Resident for the cost of two (2) sets of scrubs and one (1) white coat, including the cost of embroidering the Resident's name on the white coat.

ARTICLE 40

Union Orientation

The Union will be given up to one (1) hour prior to the conclusion of the Hospital's normal orientation program to provide a new member orientation for new bargaining unit employees. The Union may speak with Residents and Fellows and may provide materials including, but not limited to, a copy of the collective bargaining agreement, union membership card, and a list of chapter leaders with contact information. The Hospital will make a reasonable effort for the Union to give the one (1) hour presentation during the orientation's breakfast or lunch period.

ARTICLE 41

Medical Records

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

1. Suspension for Failure to Complete Records:

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

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

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

ARTICLE 42
Successorship

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

ARTICLE 43
Separability


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

ARTICLE 44
Termination and Renewal

This Agreement dated May 15, 2022 shall be in full force and effect from May 15, 2022, through and including June 30, 2025 and shall be automatically renewed thereafter from year to year unless either party gives written notice to the other at least ninety (90) days prior to any expiration date of its intent to terminate or modify this Agreement.

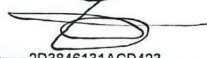
Accepted and Agreed To:

UCSF Benioff Children's Hospital Oakland

DocuSigned by:

E040CF77DD9C472...
Matthew Cook, MBA
President, UCSF Benioff Children's Hospital
Senior Vice President, Children's Services UCSF Health


6/10/2023

Date

DocuSigned by:

2D3846131ACD423...
Tonia Suber sHRBP, Phd(c)
Chief People Officer/VP, People & Culture
UCSF Benioff Children's Hospital Oakland

6/6/2023


Date

DocuSigned by:

024D43F1B79C4CA...
Brenda Husband
Manager, Compliance, Employee & Labor Relations
UCSF Benioff Children's Hospital Oakland

6/6/2023

Date

Committee of Interns & Residents

DocuSigned by:

5E50ACABF050402...

6/21/2023

Date



Committee of Interns and Residents/SEIU

National Office

10-27 46th Avenue, Suite 300-2

Long Island City, New York 11101

ph.: (212) 356-8100 faxes: (212) 356-8111

info@cirseiu.org www.cirseiu.org

Northern California Office

1050 Marina Village Parkway, Suite 201

Alameda, CA 94501

ph.: (510) 671-2626 faxes: (510) 239-4289

info@cirseiu.org www.cirseiu.org