

Collective Bargaining Agreement
Between
The University of Massachusetts Chan Medical School
And
Committee of Interns and Residents, SEIU

For the period of:
July 1, 2022 – June 30, 2025

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PREAMBLE

The parties jointly recognize and endorse the right of every person to quality health care and treatment at all UMass Chan facilities regardless of the ability to pay for such care.

The Employer and the Union agree to work cooperatively towards this goal.

ARTICLE I: RECOGNITION

1. The Employer recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and other conditions of employment for all full-time and regular part-time interns, residents, chief residents and fellows (hereinafter referred to as “Resident/Fellow” or “Residents and Fellows”) employed by the UMass Chan Medical School, as certified by the Massachusetts Department of Labor Relations in Case No. WMAS-21-8504, but excluding all extra-year Chiefs in the Pediatrics and Internal Medicine programs, managerial, confidential, casual and other employees.
2. All Residents designated as UMass Chan Medical School House Staff, irrespective of the source of funding for their positions, and all Residents and Fellows paid by the Employer shall be guaranteed the full rights and privileges under this Agreement except as provided herein.
3. On May 1 of each year and within one month of the signing of a new Agreement negotiated by the parties, the Employer shall send an up-to-date copy of this Agreement to all outside funding institutions.

ARTICLE II: PAYROLL DEDUCTION OF UNION DUES

1. **Dues Deductions.**
 - a. **CIR Membership.** Within thirty (30) days receipt of a properly executed written authorization from a Resident/Fellow, the Employer agrees to deduct the regular union dues of such employees from their biweekly pay and remit the same to the Union within fourteen (14) calendar days from the date of the deduction. Electronic and/or voice authorizations consistent with federal and state law shall be accepted as executed written authorization of membership and dues deduction. The Union will notify the Employer, in writing, thirty (30) days prior to any change in the regular union dues as provided by law. Any employee may revoke the union dues deduction as provided by law.
 - b. **COPE.** Within thirty (30) days receipt of a properly executed written authorization from a Resident, the employer agrees to deduct COPE contributions from an employee’s biweekly pay in the amount designated by the employee and remit the same to the union within fourteen (14) calendar days from the date of deduction. The Union will notify the Employer, in writing, thirty (30) days prior to any change in the regular COPE dues deduction as provided by law. Any employee may revoke the COPE dues deduction upon written authorization.
 - c. **Indemnification.** The Union agrees to indemnify and hold the employer harmless against any

and all claims, suits, orders of judgments brought or issued against the employer as a result of any action taken or not taken by the employer under the provisions of this Article.

- d. If during the life of this contract there are any changes to the law, which in any way affect dues deduction, UMass Chan will work collaboratively with the Union to implement alternative dues deduction methods.
- e. UMass Chan agrees to electronically transfer funds to Committee of Interns and Residents/Service Employees International Union for all union dues deductions which have been requested by the union.
- f. On a monthly basis, UMass Chan will provide a list by name, payment, title code, amount of dues deducted, and any changes to the list from the previous month.

ARTICLE III: UNION ACTIVITY

1. **New Employee Lists.** No later than May 1 of each academic year, and every three (3) months thereafter if any such information has changed, the University shall provide to the union an electronic list of the following employee information, if available: name, classification, hiring unit (department), home phone, personal cell phone, personal email address, home address, and start date. The University shall provide the Union, at the same time, the current and next block schedule of clinical assignments, which is subject to change. Wherever an obligation of the employer to provide lists appears in this contract, it is understood that there shall be no duplication of lists where the information has already been provided to the union.
2. On or before July 15, the University shall provide a list of Residents and Fellows who have completed residency training or fellowship each academic year. The list shall include names, UMass Chan email address, department, and postgraduate year.
3. **New Resident Orientation.** Union representatives shall be given access to new 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). The Union's portion of the New Resident Orientation shall be a regular part of the agenda and not be scheduled during breaks, meal periods or at the end of the meeting. The Employer will make a good faith effort to not schedule the Union's presentation as the last NRO agenda topic.

No later than ten (10) calendar days prior to the first scheduled NRO session, the University shall furnish to the union: (a) the names of those bargaining unit employees scheduled to attend the NRO meeting; (b) the schedule of NRO meetings conducted by GME and (c) the location of the NROs. Such notice shall be the basis for a sign-in sheet if said meetings are held in person, a copy of which shall be sent to the union within ten (10) days after the completion of the NROs. If said meetings are held virtually, the available information about attendees will be sent to the Union.

4. Should there be 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 unit employees.
5. **NRO Meeting Details.** The union shall be afforded no less than thirty (30) minutes of time to make a presentation at the NRO outside of the presence of Management personnel.
6. **Departmental Orientations.** Each year, the Employer shall provide to the Union a list by department of all new interns, Residents and Fellows as soon as practicable prior to the start of orientation. In addition, the Employer shall provide a Match List with emails by May 1 of each year. The union may request Program Directors for an opportunity to make a presentation at program orientations. Such an opportunity will be granted at the discretion of the Program Director and may not be unreasonably denied.
7. **Union Space.** Upon approval by the Director of Labor Relations, the Union may request the use of onsite meeting rooms at the Medical School for steward/delegate meetings, E-board meetings, and general membership meetings through the UMass Chan Labor Relations Department. Such requests shall not be unreasonably denied.
8. **List of Officers.** A written list of Union officers and other representatives in each department shall be furnished to the Employer, including the Director of Labor Relations, immediately after their designation, and the Union shall notify the Employer of any changes.
9. **Attendance at National Convention.** The Employer shall grant leave to no more than nine (9) duly elected delegates and (2) duly elected national officers to attend the National CIR convention, for no more than three (3) days, provided that the delegates provide their programs written notice of the dates of the leave no later than March 15, or sixty days prior to the start of the leave, whichever is greater. If a Resident attending the National CIR Convention is scheduled to work during any of these three (3) days, the Resident shall switch with a colleague, subject to approval of the program. Personal days may be used to make this a paid leave for those elected delegates who choose to do so, but the Resident is not required to do so. This paragraph is not subject to the Grievance and Arbitration Articles of the contract.
10. **Union Access.**
 - a. Authorized representatives of the Union shall have access to the Employer's premises, provided such access does not interfere with operations or patient care.
 - b. In order to foster good communications among represented employees, the Employer shall allow the Union to send notices via the Employer's intranet page and its e-mail system. The Employer will, within five (5) business days from the receipt of a request, provide the Union with a list of all e-mail addresses for house staff officers that currently have UMass Chan e-mail accounts, unless such information has already been provided.
 - c. The Union agrees to send no more than one mass e-mail per month. The union also agrees to not

post materials or send mass e-mails to the UMass Chan e-mail accounts that are derogatory of any of the Employer or hospital employees.

11. **Release Time for Union Activity.** With prior approval from the employee's Program Director, time off with pay shall be allowed to CIR delegates and representatives to allow for participation in activities described in this Agreement. Approval will not be unreasonably withheld. The parties recognize that time spent in such activities shall not interfere with patient needs or be disruptive to hospital business.

ARTICLE IV: MANAGEMENT RIGHTS

1. Except to the extent expressly limited by this Agreement, the Employer retains the exclusive right to manage, direct and control the Medical School and its workforce, and to make any and all decisions affecting the Medical School and its Resident/Fellow training programs, 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, sell 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 Residents/Fellows; to establish and administer the policies, work rules, procedures and standards relating to its individual Resident/Fellows training programs and Resident conduct, including the establishment of quality standards and performance standards, procedures and evaluations; to determine Resident/Fellows schedules; to utilize, assign and/or transfer Residents/Fellows as necessary in the interests of operational efficiency and patient care; to organize, reorganize, combine, modify or discontinue Resident/Fellow training programs; to subcontract all or any portion of the work now or hereafter done by Residents/Fellows; to determine adequate staffing and coverage; to suspend, discipline and discharge Residents/Fellows as specifically set forth in this Agreement; to select and determine the qualifications of and number of its Residents/Fellows and the number of its training programs; to determine and assign the work duties and location of Residents/Fellows; to create job descriptions; to determine medical, health care and safety standards; to install or remove equipment; to determine and modify the methods, procedures, materials and operations to be used or to discontinue their use by Residents/Fellows; to establish educational policy; to establish the standards and qualifications for hiring and advancement through its residency programs; to determine training methods and curricula; and in all respects to carry out, in addition, the ordinary and customary functions of management, whether exercised or not.
2. The foregoing management rights are expressly reserved to be decided by the Employer and shall not be subject to the provisions of Article XV:- Grievance Procedure.

ARTICLE V: NON-DISCRIMINATION

1. Neither the Employer nor the Union shall discriminate in any way against any person covered by this Agreement on account of race, color, creed, origin, religion, gender identity, sex, pregnancy, age, marital status, sexual preference or disability (as defined by Title I of the Americans with Disabilities

Act of 1990), and other classifications protected under local, state and federal law, or membership or non-membership in the Union or participation or lack of participation in its activities. The parties agree that the Employer will not discriminate in any way against employees on account of political activity or lack thereof.

2. The Employer and the Union recognize that no employee shall be subject to sexual harassment, and both parties agree to remain committed to this principle. Sexual harassment (as referenced in Title 29 C.F.R. sec. 1604.11) is defined as "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature" that is prohibited by Title VII of the Civil Rights Act of 1964 as amended. The Employer's Policy Against Discrimination and Harassment, Including Sexual Harassment, sets forth the Employer's policy, complaint procedure, and investigation procedure. All charges shall be investigated consistent with the Employer's policy referenced above.
3. Claims of discrimination or harassment on the basis of any protected category under federal, state or local law must first be filed under the Employer's internal discrimination and harassment complaint procedure, and then may be pursued through either the grievance and arbitration provision of this Agreement or through claims filed in appropriate federal, state, or local tribunals, but not both. If an employee covered by this Agreement files a discrimination claim with any state or federal agency, the Employer and the Union agree that the employee and the Union waive their respective rights to pursue or arbitrate any grievance based the personnel action that forms the basis for the discrimination claim. If an arbitration has already been scheduled or has commenced at or before the time the discrimination charge is filed with any state or federal agency, the arbitration shall be cancelled, and the arbitrator shall be instructed not to issue a decision. If a grievance has been arbitrated and an award has been issued before the discrimination charge is filed, any remedy already granted shall be vacated.

ARTICLE VI: EQUAL OPPORTUNITY

The Union and the Employer support Equal Opportunity in the recruitment and retention of minority physicians at UMass Chan Medical School. Residents/Fellows are encouraged to participate in the various DEI committees that exist in the departments and programs.

ARTICLE VII: 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 up to five (5) representatives of each party. The Union and the University agree to hold labor- management meetings every other month, (or more frequently if mutually agreed upon by the parties) at a mutually acceptable time and date, discuss issues related to working conditions, facilities and items related to this Agreement. 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 VIII: COMMITTEE PARTICIPATION

UMass Chan Medical School encourages Residents/Fellows to participate in the various existing medical and other committees and mechanisms open to them, including those relating to the health and safety of employees of the Medical School and employees and patients of its affiliated clinical facilities. UMass Chan Medical School will publicize those various committees and health/safety resources. In addition, UMass Chan Medical School will explore additional avenues through which Residents/Fellows can have meaningful input to health, safety and medical issues affecting the Medical School and its clinical affiliates. UMass Chan Medical School shall work with the Union to ensure that there is Resident/Fellow participation on such committees and that Residents/Fellows shall be released from regular work assignments to attend committee meetings to the extent practicable.

ARTICLE IX: QUALITY IMPROVEMENT

The parties recognize that they have shared interests in ensuring effectiveness and efficiency in the delivery of patient care and in improving clinical outcomes and patient satisfaction. The parties also recognize the important role that residents play in many of the processes that contribute to these shared interests. This article is not subject to the grievance procedure.

ARTICLE X: WORKING CONDITIONS IN AFFILIATED CLINICAL FACILITIES

1. The Union and the Employer acknowledge that because the UMass Chan Medical School does not operate clinical facilities, Residents and Fellows designated as UMMS House Staff are assigned to perform clinical services to the UMass Memorial Health hospital system and to other clinical facilities which have affiliation agreements with UMMS, to perform their clinical work. Such Residents and Fellows shall continue to receive, with no reduction or loss, the compensation, health insurance, sick leave, vacation leave, and malpractice insurance set forth in this Agreement, regardless of the location of their assignment(s). The Union and the Employer both acknowledge and recognize that UMass Chan Medical School is the sole employer of members of the bargaining unit, and that members of the bargaining unit are not employed by any of the clinical facilities at which they perform work.
2. All UMass Chan Medical school affiliation agreements with clinical facilities to which Residents and Fellows are assigned shall require such clinical facilities to adhere to ACGME requirements for Graduate Medical Education.
3. UMass Chan Medical School will make good faith efforts to ensure that clinical facilities to which Residents and Fellow are assigned remain in compliance with ACGME requirements, as they may change from time to time, and which are incorporated herein by reference and the [ACGME Common Program Requirements](#), Section VI "Learning and Working Environment," pages 35-49 shall be attached as Appendix I.

4. In the event CIR or members of the bargaining unit inform the Employer in writing that an affiliated clinical facility is allegedly non – compliant with Section 3 above, the Employer will investigate such allegation, including by meeting with Union representatives to obtain details of the allegations, and it will address the matter with the affiliated clinical facility. The Employer will take recourse as it deems appropriate should it determine any affiliated clinical facility is non – compliant with ACGME requirements. The Employer will also report the status of its efforts no later than 14 days from the date it was informed of the alleged noncompliance. The Employer will report the results of its efforts to the Union as soon as practicable, but no later than 14 days from the date the results are known. The parties may also discuss issues regarding clinical facilities’ compliance with ACGME requirements in Labor-Management meetings. This section shall not be subject to the parties’ arbitration procedures.

ARTICLE XI: HEALTH AND SAFETY

1. UMass Chan Medical School is responsible for maintaining a safe and healthy work environment for Residents/Fellows. The working conditions of Residents/Fellows in affiliated clinical facilities will be subject to the parties’ Article entitled “Working Conditions in Affiliated Clinical Facilities.” In addition, residents/fellows are encouraged to bring any safety concerns to the attention of their Program Director and/or the Associate Dean for Graduate Medical Education. The Program Director and or the Associate Dean of Graduate Medical Education shall investigate and respond to such concerns in a timely manner.
 - a. If a Resident/Fellow receives a needle stick injury during work hours their blood work/evaluation will be expedited in the emergency department or by lab services so that the health and safety of the resident/fellow will be addressed promptly. Any concerns about timeliness of this process at affiliate institutions should be referred immediately to the Graduate Medical Education office.
 - b. UMass Chan Medical School will make a good faith effort to maintain parking lots and walkways over which it has exclusive control in safe conditions, consistent with good public safety practices, including relating to lighting, crosswalk markings and blue security lights. Residents/Fellows who believe there are safety deficiencies in the Medical School’s parking lots and walkways shall bring such concerns to the attention of the University’s Public Safety Office, with copy to the Associate Dean for GME. The parties may also discuss issues regarding the Medical School’s parking lots and walk-ways in Labor-Management meetings.
 - c. The University agrees to engage in impact bargaining with the Union over any proposed increases in parking rates prior to implementing any such changes.
 - d. Personal protection equipment (PPE) that consists of masks, gloves, gowns, goggles, ‘lead’ (including aprons or vests/skirts, eye and head wear), and other appropriate equipment as needed shall be available on each patient unit. If PPE is not readily available at the clinical facility to which the Resident/Fellow is assigned, the resident/fellow will report the situation immediately to the Program Director or Associate Dean of Graduate Medical Education, who will promptly investigate and take appropriate action, and report the action to the

resident/fellow and CIR. The resident/fellow will work with the program director to determine how to perform medical services safely pending resolution of the situation, provided that the Resident/Fellow will not be required to perform unsafe work without the appropriate PPE.

- e. This article shall not be subject to the parties' arbitration procedures.

ARTICLE XII: PAID VACATION

1. Each full-time Resident/Fellow shall receive twenty (20) days of paid vacation per year (the equivalent of four five-day workweeks). Vacation days are awarded at the beginning of each appointment year. Vacation days may be utilized in four (4) hour increments.
2. Vacation days are pro-rated for those who are part-time or who are appointed for less than a full year.
3. **On a case-by-case basis, the Medical School may** approve a request from a Resident/Fellow to carry over for use in the following appointment year up to five (5) vacation days. Such requests shall not be unreasonably denied.
4. Vacation days unused during the Resident/Fellow's terminal year shall be reimbursed upon the Resident/Fellow's termination.
5. It is encouraged that during the year each Resident/Fellow will take all allocated vacation time. Residents/Fellows must receive prior approval for vacation days from the Program Director and, as appropriate, the Clinical Service Director so as not to interfere with the Resident/Fellow's duties and the provision of patient care services.

ARTICLE XIII: PAID SICK DAYS

1. Residents/Fellows shall receive fifteen (15) days or one hundred and twenty (120) hours of sick time per year. Sick leave days are pro-rated for those who are part-time or who are appointed for less than a full year. Sick days are awarded at the beginning of each appointment year and may be accrued to one hundred and twenty (120) days. Residents/Fellows shall not be required to 'payback' or make-up sick days. Unused sick leave is not reimbursable. The use of sick leave is governed by the UMass Chan GME Personnel Policy and GME Leave of Absence Policy, which are incorporated herein by reference, unless expressly modified by this agreement.
2. Residents/Fellows may join the UMass Chan Sick Leave Bank, which provides financial support for up to ninety (90) days during an approved FMLA absence which would otherwise be unpaid due to the lack of accrued time off. Participation, eligibility, and use of the UMass Chan Sick Leave Bank is governed by the UMass Chan Sick Leave Bank Policy, No. 06.01.09, which is incorporated herein by

reference, unless expressly modified by this agreement.

ARTICLE XIV: PAID PERSONAL DAYS

Three (3) days of personal time are awarded each July 1st to each Resident/Fellow for personal business. Personal time is pro-rated for those who are part-time or who are appointed for less than one year. Residents/Fellows must receive prior approval from the program director and, as appropriate, the clinical service director before taking personal leave days. Personal leave days not taken by the last Saturday in June are forfeited, unless requests for such days were denied by the Program Director.

ARTICLE XV: HOLIDAYS

- 1. The Employer shall make every reasonable effort to assign holiday schedules in an equitable manner among Residents/Fellows in the same residency program at the same PGY level in programs that have more than one Resident per PGY level.

For purposes of clarity, UMass Chan Medical School recognizes the following holidays, although they are not “days off” for members of the bargaining unit.:

New Year’s Day	Labor Day
Martin Luther King Day	Columbus Day
President’s Day	Veterans’ Day
Patriots’ Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth Independence Day	Day before Christmas
Independence Day	Christmas Day

- 2. Residents/Fellows are required to work all days on which their Clinical Service schedules them. If a Resident/Fellow wishes to take off a school holiday during which the Clinical Service is running, they must request the day off. This request should be made at least six (6) weeks in advance of the requested day off. The day off will be determined at the discretion of the program director.
- 3. Residents/Fellows may use personal leave or vacation days for religious beliefs, subject to approval of the program director.

ARTICLE XVI: LEAVES OF ABSENCE

- 1. **FMLA Leave:** FMLA leave is governed by the UMass Chan FMLA Policy, No. 06.01.02, and the GME Leave of Absence Policy, No. 12.01.01, and the GME Personnel Policy which are herein incorporated by reference, unless expressly modified by this agreement.
 - a. **Eligibility:** To be eligible for FMLA leave, a Resident/Fellow must be employed at least twelve (12) months and have worked a minimum 1,250 hours during the previous twelve (12) month period. A Resident/Fellow who does not meet the length of service eligibility

requirement for FMLA is eligible for the equivalent amount (up to 12 weeks) of job protected leave for FMLA qualifying reasons.

- b. **Pay During FMLA Leave:** A Resident/Fellow will be required to use all eligible sick time, personal and vacation time before being placed in an unpaid status. Sick time may be used:
 - a. when the absence is due to the illness of the Resident/Fellow;
 - b. by the parent for the first eight weeks after the birth of their child (8 weeks per child);
 - c. by the parent of an adopted child or foster child for the first 8 weeks after the adoption or foster placement of that child.

Family Sick Time may be used: for an illness of a spouse, child, or parent of a Resident/Fellow. A Resident/Fellow may use up to a maximum of one hundred twenty hours (15 days) in a twelve-month period.

- c. UMass Chan will administer FMLA leave in accordance with the Family and Medical Leave Act.

2. **Parental Leave:** Parental Leave is governed by the UMass Chan Parental Leave Policy, No. 06.01.20, the GME Leave of Absence Policy, and the GME Personnel Policy which are incorporated herein by reference, unless expressly modified by this Agreement.

- a. **Eligibility:** A Resident/Fellow must have worked at least three consecutive months as a full-time employee to be eligible for Parental Leave Act leave.
- b. **Leave Allotment:** A Resident/Fellow is entitled to a maximum of eight workweeks of parental leave either for the purpose of a birth, adoption or placement of a child (pursuant to a court order). If two UMass Chan Residents/Fellows give birth/adopt the same child, or placement of a child, the two employees are entitled to an aggregate of eight weeks of leave.
- c. **Pay During Parental Leave:** A Resident/Fellow may request accrued sick, vacation or personal time be used during parental leave.
- d. **Concurrent with Other Leaves:** Parental Leave will run concurrently with any available FMLA leave and Paid Family Medical Leave.
- e. UMass Chan will administer parental leave in accordance with the Parental Leave Act, M.G.L. c.149 s. 105D, and any other applicable law.
- f. Residents/Fellows working additional shifts covering for Residents/Fellows on approved parental leave shall be compensated an additional three hundred dollars (\$300.00) for each additional shift worked or in which call is assigned for eight (8) to twelve (12) hours, four hundred dollars (\$400.00) for each additional shift worked or in which call is assigned for more than twelve (12) hours to less than twenty-four (24) hours, and five hundred dollars (\$500.00) for shifts or call of twenty-four (24) hours. In programs in which Residents/Fellows

do not work additional shifts but perform the additional work of the Resident/Fellow on leave, \$1000 per approved parental leave of absence shall be placed into a 'wellness fund' for use by Residents/Fellows in the department as a whole.

3. Paid Family Medical Leave:

- a. Residents/Fellows may apply for Paid Family Medical Leave (PFML) with the Commonwealth's Department of Family and Medical Leave (DFML). The application and approval process for PFML is administered by the DFML. Employees applying for PFML shall otherwise adhere to all UMass Chan leave approval and documentation requirements.
- b. Residents/Fellows may be eligible for up to twenty (20) weeks of medical leave for their own serious health condition, 12 weeks of family medical leave, and an aggregate of 26 weeks of PFML leave per benefit year, consistent with the Paid Family and Medical Leave Law, M.G.L. c. 175M.
- c. Any leave utilized under UMass Chan leave policies for a qualifying reason under the Paid Family and Medical Leave Law shall run concurrently with any leave granted to the Resident/Fellow by the DFML.
- d. Residents/Fellows on an approved PFML leave will be placed on an "unpaid leave of absence," and will be billed directly by the Group Insurance Commission (GIC) for the normal employee's share of the premium. Premiums must be paid directly to the Group Insurance Commission within the specified timeframe. Otherwise, the Group Insurance Commission will terminate coverage.
- e. Residents/Fellows may not supplement any paid benefits awarded by the DFML with their accrued leave while on PFML.
- f. UMass Chan will administer PFML leave in accordance with the Paid Family and Medical Leave Law, M.G.L. c. 175M, and any other applicable law.

4. **Leaves of Absence:** A resident may request an unpaid leave of absence of up to four weeks for reasons not covered under the FMLA. Each request will be considered by the program director on an individual basis and, in their sole and exclusive discretion, decisions will be based upon the nature of the request, staffing needs and the Resident's prior performance and attendance. Extension of a leave in excess of four weeks requires the approval of the Associate Dean of Graduate Medical Education or their designee.

5. **Other Leave Policies:** Residents and fellows are also eligible for compensated leaves of absence under UMass Chan Policies for Bereavement Leave, Military Leave, Small Necessities Leave, Domestic Violence Leave and Jury Duty. There is a Graduate Medical Education Policy for Absence due to Inclement Weather. The applicable UMass Chan policies are incorporated herein by reference unless expressly modified by this agreement.

6. Leaves of absence must be reported to the Office of Graduate Medical Education and all required documentation must be submitted to the UMass Chan Department of Human Resources. The provisions for leaves of absence which comply with institutional, federal and state policies may threaten compliance with rules imposed by the Board and/or Residency Review Committee for an individual's program or specialty area. Some Boards and RRCs require strict adherence to both a total number of months in training and specific distribution of training effort. Residents/Fellows must complete program requirements for the level when the leave was granted in order to be promoted to the next program level or in order to receive a Certificate of Completion of that level.
7. A program director may require a Resident/Fellow to extend their training due to excused days or a leave of absence which in total exceeded the required number of training days specified by their applicable certifying board, by extending their contract year by the number of excused or leave days in excess of the number of the exceeded days. This extension would be applicable only when the Resident/Fellow has not met residency training program requirements during the year and only when all other means for meeting the program requirements have been exhausted. The Resident/Fellow shall receive a stipend at the existing rate for the PG year being completed.
8. UMass Chan Medical School will comply with all leave requirements established by the ACGME and certifying boards.

ARTICLE XVII: WAGES

1. 3-year agreement. Current wages to be increased as follows effective the first full payroll period after July 1 in each contract year (see wage table, Appendix II):

 July 2022: 4%
 July 2023: 3%
 July 2024: 4%
2. To be eligible for any wage increase, a Resident/Fellow must be on the payroll, including any authorized leave of absences, on the effective date of the salary increase, and on the payroll during the pay period that such wage increase is implemented. Residents/Fellows who leave the University voluntarily or are discharged for cause after the effective date of the wage increase are not eligible for such increase.
3. A Resident/Fellow shall be placed at the PGY level commensurate with their functional level, consistent with applicable ACGME and Medicare requirements, provided, however, that a Resident/Fellow who has done an extra-year chief resident year (Internal Medicine and Pediatrics) would enter a fellowship at the PGY5 rather than the PGY4 level. A Resident/Fellow who, during the term of this Agreement, successfully completes their service for a year and is re-appointed to serve for an additional year shall be advanced to the next higher PGY.
4. Current differentials for Chief Residents shall remain in effect for the life of the contract.

ARTICLE XVIII: MEAL CARDS

1. Consistent with the Parties' existing practice, the employer will load funds onto meal cards for each Resident/fellow who is employed as of July 1, and a pro-rata amount for any Resident/Fellow who commences employment after July 1 during each year of the contract.
2. Cards will be loaded based on the expected number of shifts per Resident/Fellow for the full academic year, from July 1 through June 30th. Eligible shifts and the amount loaded onto the meal card per shift is as follows:

Amount	Description of Eligible Shift:
\$15	In-House Overnight call during the week (Mon-Fri)
\$15	In-House Daytime Weekend or Holiday shift
\$15	In-House Overnight Weekend or Holiday shift

3. Residents/Fellows working 24-hour shifts on Saturdays/Sundays/holidays will have \$30 loaded for any such shift.

ARTICLE XIX: MEDICAL EDUCATION BENEFITS

For each year of the contract, UMass Chan will provide Residents/Fellows in the bargaining unit, on a reimbursement basis only, an educational allowance of a minimum of \$1000 per year per Resident/Fellow. Individual programs and departments may, at their discretion, exceed that amount on a non-precedential basis. Acceptable items for reimbursement will be educational items such as books, journals and electronic equivalents, board review courses, educational conferences, medical equipment, exam fees, electronic medical devices, and tablets. Each Resident/Fellow shall be required to submit proof of purchase in order to receive the allowance. Proof of purchase must be submitted within sixty (60) days of purchase. Any unused portion of an individual Resident/Fellow's benefit up to \$1000 may be rolled over to the following year for Residents/Fellows continuing their training at UMass/Chan. Any remaining balance shall be forfeited upon graduation or leaving the program.

ARTICLE XX: EXCEEDING ECONOMIC BENEFITS

The economic benefits set forth herein are minimum benefits. Individual programs and departments may exceed these benefits for their Residents/Fellows on a non-precedential basis.

ARTICLE XXI: MOONLIGHTING

1. Nothing in this Agreement is intended to limit the rights of Residents/Fellows to moonlight provided that such moonlighting is permitted by the Resident/Fellow's program and does not interfere with the ability of the Resident/Fellow to achieve the goals and objectives of the educational program. Before a Resident/Fellow may accept any outside employment, they must obtain the written approval of the program director on a form provided by the OGME. A separate written approval is needed for each outside employment site, for each separate position within the same employment site, and for all changes thereof. Permission must be approved annually, and such approval shall not be unreasonably denied. The Resident/Fellow must have a Massachusetts full physician's license.
2. In no instance may a Resident/Fellow engage in outside employment when such employment may require the Resident/Fellow's physical presence or personal attention during regularly assigned duties as a UMass Chan Resident. All moonlighting hours must comply with the duty hours regulations as specified by the ACGME in their Common Program Requirements. In no instance may a resident be required to engage in moonlighting.

ARTICLE XXII: INDIVIDUAL CONTRACTS

1. Each Resident/Fellow prior to their employment at the Employer, shall receive a written contract not inconsistent with any of the provisions herein and the ACGME standards and the curriculum. In the event the Employer, for reasons beyond its control, cannot meet its obligations above, it shall immediately notify the individual Resident/Fellow and attempt to make arrangements to provide a satisfactory substitute elective and/or rotation.
2. The form of individual contract presently used by the Employer shall be furnished to the CIR/SEIU, and, if changed, a copy of any such changes shall be furnished to the CIR/SIEU prior to its use.
3. Residents and Fellows shall be notified in writing no less than six (6.) months prior to the end of their annual contract year if their contract is to be renewed, subject to a change in such notice in the event disciplinary action arises thereafter. Residents and Fellows with contracts for less than twelve (12) months shall be given notice of non-renewal by the first day after the expiration of one-half (1/2) of the duration of such contract.
4. Where a Department needs more time to decide whether to renew a specific Resident/Fellow, the Resident may be given a "conditional renewal" as below. The Resident/Fellow will be notified of such conditional renewal, in writing, by the dates specified in Section 3 of this Article above. The conditional renewal will specify what aspects of the individual Resident/Fellow's abilities must improve in order for their services to be renewed. A Resident who received a conditional renewal will be notified, in writing, of whether their services will be renewed or non-renewed no later than three (3) months prior to the end of their current contract. Such notice can be rescinded in the event

disciplinary action arises thereafter.

5. Recommendations of non-renewal shall be in writing and shall set forth the reasons for such non-renewal except for preliminary residents.
6. Each physician Resident/Fellow appointed to a training program of the Employer shall be paid by the Employer and the terms and conditions of their employment shall be governed by this Agreement.

ARTICLE XIII: RESIDENT RESPONSIBILITIES

1. The Union agrees that each Resident/Fellows shall perform satisfactorily and to the best of his/her ability the customary services of residency and fellowship. It recognizes that the Medical School's GME Personnel Policies are applicable to and binding on Residents/Fellows, except as they may be specifically modified in this Agreement.
2. In particular, the Union recognizes that Residents/Fellows are evaluated upon, and must possess appropriate communication, behavioral and social skills which enable them to function effectively as members of the health care team, including: (1) the ability to relate effectively and sensitively with patients; (2) the ability to communicate promptly, effectively and efficiently in oral and written English with all members of the health care team; (3) the ability to develop professional relationships with patients; (4) maintaining patient confidentiality; and (5) the ability to work in a collegial and appropriate manner with members of the health care team. Each program establishes its own educational goals and objectives, and the levels of knowledge and technical skills against which each resident will be evaluated.
3. The Union agrees that Residents/Fellows will comply with all documentation and reporting requirements introduced during the course of their training, including, without limitation, diligent use of the clinical system's online medical error/near miss reporting system.

ARTICLE XXIV: EVALUATION

1. It is the responsibility of faculty to provide ongoing feedback to each resident concerning his/her performance. A resident must be informed as soon as possible when performance is below the level of performance set by the program's written standards or other applicable standards such as professional ethics or hospital policies. Remedial work or additional educational responsibilities may be assigned, or additional supervision may be provided.
2. Each resident shall receive from the program director a formal, written evaluation at least every six months, which shall include a review of knowledge, skill, growth and development, professional attitude, and demeanor. The evaluations shall be stored in the resident's departmental personnel files and shall be discussed with the resident as required by the ACGME. A resident may dispute a written evaluation report by submitting a written response, which shall be filed with the evaluation report.

3. Each resident shall complete all required written or electronic evaluations as scheduled including confidential written evaluations of the faculty and educational experiences at least yearly as requested by each department. Each resident must submit an annual anonymous program evaluation to the Office of Graduate Medical Education.
 - a. **Access to Performance Evaluation Material.** The Resident/Fellow shall have the right to examine all material in their file that will be used as the basis for evaluating their performance in the Program. This review shall take place during business hours in the presence of an employee designated by the Program. Any such review of these materials shall take place within five (5) business days of receipt of the request. A copy of any such evaluative material shall, upon the receipt of a written request for the material to the Program Director or their designee, be furnished to the Resident/Fellow within five (5) working days of receipt of the request. Alternatively, the Resident/Fellow may request a copy of any such evaluative material by filing a written request with their Program Director, or the Program Director's designee. A copy of this request shall be filed by the Resident/Fellow with the Designated Institutional Official.
 - b. **Disputing an Evaluation.** Should a Resident/Fellow wish to dispute a rotation evaluation or an overall performance evaluation, they shall be given the opportunity, upon request, to meet with the Program Director. Such request must be submitted in writing to the Program Director within thirty (30) days of receipt by/delivery to by the Resident/Fellow of the evaluation. If, after fourteen (14) days of the filing of the written request the Resident/Fellow is not satisfied with the action taken on the matter, they shall have the opportunity to meet with the Associate Dean for GME. The Resident/Fellow shall have the right to bring to these meetings a representative of the Union, or at their discretion, an attending chosen by the Resident/Fellow.
 - c. **Complaints** All complaints involving a patient, other employee or medical student that materially affect the evaluation of a Resident/Fellow's performance shall be brought to the attention of the Resident/Fellow before it can be placed in their performance evaluation file. The Resident/Fellow shall have the opportunity to explain the incident and respond in writing and may request a full investigation be conducted by the specific clinical department or the Employer.
4. An attending physician with a complaint about a Resident/Fellow's clinical performance shall discuss the complaint with the Resident and/or the Program Director during the rotation or no more than fourteen (14) days after the expiration of the rotation. If a complaint about a Resident/Fellow's clinical performance is brought to the attention of the Program Director, the Program Director shall investigate the complaint. If necessary, the Program Director shall counsel the Resident/Fellow. The Program Director, in conjunction with the program's Clinical Competency Committee (CCC), may decide to place the Resident/Fellow on a corrective action, or alternatively, they may decide that a suspension, termination, or the non-renewal of the Resident/Fellow is called for. Procedures regarding corrective action and discipline are forth in Article XIV, Corrective Actions and

Disciplinary Action. The Resident/Fellow shall have the right to Union Representation in any investigatory or counseling meeting.

ARTICLE XXV: CORRECTIVE ACTION AND DISCIPLINE

1. It is the program's responsibility to inform a Resident/Fellow in a timely manner if their performance is substandard and to make clear (verbally and in writing) what specific aspects of the Resident/Fellow's performance need improvement. Early and timely feedback should occur in an attempt to address issues as soon as possible and to provide the Resident/Fellow the opportunity to remedy the same.
2. Any complaint against a Resident/Fellow should be directed to that individual's program director. On the basis of such a complaint, or on their own initiative, the Program Director in conjunction with the program's Clinical Competency Committee ("CCC"), after whatever investigation and consultation is deemed appropriate, shall determine whether the Resident's/Fellow's behavior warrants corrective action or disciplinary action, as defined below. Evidence of behavior meriting corrective action or disciplinary action includes, but is not limited to: failure to meet standards of performance or rules established by ACGME and the particular training program; frequent unexcused absenteeism from clinical or didactic responsibilities, unprofessional behavior toward colleagues, patients, patients' family, or staff; drug, alcohol or other substance abuse; criminal activity; violation of UMass Chan's rules, regulations, bylaws, or personnel policies applicable to Residents/Fellows, conduct which negatively affects the UMass Chan Medical School or any of the academic affiliates, or any of the activities constituting unprofessional conduct under the Medical Practice Act of the Commonwealth of Massachusetts.
3. Any action taken against a Resident/Fellow must be based on an independent investigation by the Program Director, in conjunction with the program's CCC, which results in a reasonable belief supported by clear and convincing evidence in the judgment of the Program Director and the CCC that a complaint against a Resident/Fellow has merit.
4. Two types of action can be taken against Residents/Fellows: Corrective Action and Disciplinary Action. Disciplinary action has different procedures, depending on the discipline. The procedures applicable to Corrective Actions and Discipline are described below.
 - a. **Corrective Action**
 - i. "Corrective action" includes all types of complaints and related corrective activity, but specifically not including a decision to non-renew a Resident/Fellow's individual contract; to withhold residency credit; to not promote a Resident/Fellow to the next level of training; to require the Resident/Fellow to repeat a year; to withhold permission to take the specialty board examination; to place a Resident/Fellow on probation; suspension, or termination. Corrective actions are not considered disciplinary and are intended to inform the Resident/Fellow of any deficiencies in performance or behavior and/or of an educational or instructional nature, and the expected corrective response, so the Resident/Fellow may conform to expectations. The

Resident/Fellow is responsible for addressing and fulfilling all performance requirements within a certain stated timeframe. A Written Notice for Corrective Action may be reportable to the Board of Registration in Medicine.

- ii. Corrective actions are not subject to the contractual grievance and arbitration procedure and shall instead be subject to the internal appeal procedure set forth below.
- iii. If the program director elects to issue a Notice of Corrective Action to a Resident/Fellow, it must be in writing, it must state the alleged deficiency, state what the Resident/Fellow must do to remedy/correct the alleged deficiency and by what date. There must be clear means of determining if the Resident's/Fellow's corrective action has been successful. The development of a corrective action plan is a collaborative process that should be discussed with the Resident/Fellow for their input and, after consultation with the Resident/Fellow, may include the assignment of a mentor. A corrective action plan is an educational tool to assist the Resident/Fellow in meeting performance standards and is not considered a disciplinary action. If the program director determines that the Resident/Fellow has not successfully corrected the alleged deficiency, the Resident/Fellow shall be advised of this determination in writing. Copies of Notice of Corrective Action and written notice to the Resident/Fellow that they have not successfully corrected the alleged deficiency shall be provided to CIR when such notices are provided to the Resident/Fellow.
- iv. During the course of their residency, Residents/Fellows may receive more than one Notice of Corrective Action. Depending on the nature, severity and frequency of the complained-of-conduct and/or the potential threat to patient care and safety, the program director may choose to skip a "Notice of Corrective Action", and instead go directly to the issuance of a "Notice of Disciplinary Action."
- v. If a Resident/Fellow believes they have improperly been given a Notice of Corrective Action, they may appeal the decision to their Program Director by filing a written request for a review within fourteen (14) calendar days of (a) receipt of the Notice of Corrective Action or (b) receipt of a written determination that they have not successfully corrected the deficiency. The Program Director and department chair shall meet with the Resident/Fellow within seven (7) calendar days of receipt of the appeal to discuss the Notice and, within fourteen (14) calendar days of the meeting, the Program Director shall issue a decision on the appeal.
- vi. Should the appeal to the Program Director by the Resident/Fellow not be satisfactorily resolved, they may appeal the Program Director's decision within fourteen (14) calendar days of receipt of the decision to the Associate Dean of GME. The Associate Dean for GME will consider all evidence, interview any needed persons (including the Resident/Fellow), and must issue their final ruling within the following ten (10) calendar days, which decision shall be the Resident/Fellow's final recourse with respect to this matter. The Resident/Fellow may request Union representation at any such meetings or appeals.

b. Disciplinary Action

- i. **This section applies to the following disciplinary actions:** The decision to non-renew a Resident/Fellow's individual contract; to withhold residency credit; to not promote a Resident/Fellow to the next level of training; to require the Resident/Fellow to repeat a year; to withhold permission to take the specialty board examination; or to place a Resident/Fellow on probation. Disciplinary Actions as defined herein shall not be subject to the grievance and arbitration procedure and shall instead be subject to the internal hearing procedure set forth below.
- ii. A Notice of Disciplinary Action is issued to a Resident/Fellow by the Program Director following an investigation by the Program Director in conjunction with the CCC. The Program Director shall meet with the Resident/Fellow prior to imposing a Notice of Disciplinary Action, and the Resident/Fellow shall be informed of the reason(s) for the Disciplinary Action and have a full opportunity to state their objections, if any, to the Disciplinary Action. The Resident/Fellow may be accompanied by a union representative at such meeting, as well as an attending of their choosing if the Resident/Fellow elects to do so. A Notice of Disciplinary Action shall be in writing with a copy provided to the Resident/Fellow and CIR.
- iii. Disciplinary actions may be appealed by a Resident/Fellow by requesting in writing a hearing before an internal faculty hearing committee. The request must be sent to the Dean of the School of Medicine within fourteen (14) calendar days of receipt of the written notice of adverse action.
- iv. Within ten (10) calendar days of receipt of the Resident/Fellow's request for a hearing, the Dean or their designee shall appoint a senior faculty or administrative person to convene and chair a five-member faculty UMass Chan Appeal Review Committee. The Resident/Fellow shall select two faculty members, one of which may be a member of the CCC, and the department chair shall select two faculty members, neither of which may be member of the CCC or were in any other way involved in the decision to issue the disciplinary action. The appointed committee chairperson shall vote only in the case of a tie. One faculty member of the Appeal Review Committee may come from another UMass Chan clinical department (the Resident/Fellow may make this selection as one of the two faculty members the Resident/Fellow can choose). The UMass Chan Appeal Review Committee shall be provided with all documents comprising the appeal in the case. The Resident/Fellow may provide the Appeal Review Committee with any additional information or evidence which the Resident/Fellow believes would be of assistance to the committee. The Appeal Review Committee shall meet with the Resident/Fellow (without counsel). The Resident/Fellow shall have the right to bring to such a meeting a representative of the Union, and, at their discretion, an attending chosen by the Resident/Fellow. The Appeal Review Committee shall not be represented by counsel in any meeting with

the Resident/Fellow.

- v. The Appeal Review Committee may determine whether it requires any additional information or evidence from any other persons and may determine whether this information may be provided orally, or in writing. The Appeal Review Committee may adopt, modify, or reject the Notice of Adverse Action. The Appeal Review Committee shall deliver a final binding decision in writing within twenty-eight (28) calendar days of the receipt of the notice of appeal from Dean.
- vi. Understanding that committee members may in all likelihood know each other as well as the Resident/Fellow, every effort will still be made nevertheless to ensure there is no real or perceived conflict of interest.
- vii. All materials related to grievance or appeals processes shall be kept in a separate CONFIDENTIAL file within the OGME. These materials should be discarded in accordance with section IV of the GME File Access and Retention Guidelines.

viii. Suspension or Termination

- A. **This section applies exclusively to Suspensions and Termination.**
- B. The Program Director shall meet with the Resident/Fellow prior to imposing a Notice of Suspension or Termination and the Resident/Fellow shall be informed of the reason(s) for the proposed Suspension or Termination and have a full opportunity to state their objections, if any, to the proposed Disciplinary Action. The Resident/Fellow may be accompanied by a union representative at such meeting, as well as an attending of their choosing if the Resident/Fellow elects to do so.
- C. Suspensions and Terminations are not subject to the contractual grievance and arbitration procedure but are instead subject to the internal appeal procedure set forth below. A Resident/Fellow shall be notified in writing of a suspension or termination by the Resident/Fellow's Program Director and such written notice shall include a statement of the facts upon which the action is being taken and the reason(s) that the disciplinary action is being taken. A copy of the written notice shall be sent by email to CIR within 72 hours after it is presented to the Resident/Fellow.
- D. If the Resident/Fellow believes that the facts included in the written notice set forth in paragraph 2 are not correct, the Resident/Fellow shall submit any proposed specific changes to the statement of facts, and the reasons therefor, to the Program Director, who shall accept, modify, or

reject any proposed changes within 5 days of receipt of the proposed changes.

- E. The Resident/Fellow may appeal the suspension or termination by requesting in writing a hearing before an internal faculty hearing committee. The appeal must be filed with the Dean of the School of Medicine within twenty-one (21) calendar days of receipt of the notice of discipline, or, in the event the Resident/Fellow has requested proposed changes to the statement of facts, within twenty-one (21) calendar days of receipt of the reply of the Program Director.
- F. If the Resident/Fellow disputes any facts as set forth in the reply of the Program Director, the Resident/Fellow may request fact-finding arbitration for a final determination of the facts. Such a request shall be directed to the Labor Relations Connection within twenty-one (21) calendar days of receipt of the reply of the Program Director. The parties will make every effort to schedule the arbitration within twenty-one (21) days of the request for fact-finding arbitration.
- G. A hearing will be held before the arbitrator at which the arbitrator's sole role is to determine any facts in dispute. The arbitrator shall issue a prompt opinion within thirty days of the end of the hearing setting forth the facts based on the evidence at the hearing, and the reasons for their findings. The arbitrator shall not opine on the propriety of, or the level of any discipline or any other matter; they may only set forth the facts.
- H. If the Resident/Fellow has appealed the Discipline, the Dean of the School of Medicine or their designee shall appoint a senior faculty or administrative person to convene and chair a five-member faculty UMass Chan Appeal Review Committee. The Resident/Fellow shall select two faculty members one of which may be a member of the CCC, and the department chair shall select two faculty members, neither of which may be member of the CCC or were in any other way involved in the decision to issue the disciplinary action. The appointed committee chairperson shall vote only in the case of a tie. One faculty member of the Appeal Review Committee may come from another UMass Chan clinical department (the Resident/Fellow may make this selection as one of the two faculty members the Resident/Fellow can choose). The UMass Chan Appeal Review Committee shall be provided with all documents comprising the appeal in the case. In the event the Resident/Fellow has requested fact-finding arbitration, the arbitrator's statement of facts shall be accepted by the Appeal Review Committee as the facts upon which the discipline was issued, but the Committee shall make its own conclusions and decisions about the discipline. The Resident/Fellow may

provide the Appeal Review Committee with any additional information or evidence which the Resident/Fellow believes would be of assistance to the committee. The Appeal Review Committee shall meet with the resident (without counsel). The Resident/Fellow shall have the right to bring to such a meeting a representative of the Union, and, at their discretion, an attending chosen by the Resident/Fellow. The Appeal Review Committee shall not be represented by counsel in any meeting with the Resident/Fellow.

- I. The Appeal Review Committee may determine whether it requires any additional information or evidence from any other persons and may determine whether this information may be provided orally, or in writing. The Appeal Review Committee may adopt, modify, or reject the decision of suspension or termination. The Appeal Review Committee shall deliver a final binding decision in writing within twenty-eight (28) calendar days of the receipt of the notice of appeal from Dean.
- J. Understanding that committee members may in all likelihood know each other as well as the Resident/Fellow, every effort will still be made nevertheless to ensure there is no real or perceived conflict of interest.
- K. All materials related to grievance or appeals processes shall be kept in a separate CONFIDENTIAL file within the OGME. These materials should be discarded in accordance with section IV of the GME File Access and Retention Guidelines.
- L. Rules Applicable to Discipline and Suspension or Termination
 - 1. UMass Chan will provide Resident/Fellows with time off to be present at all disciplinary and Suspension or Termination hearings and appeal meetings. The failure of the Resident/Fellow to appear before the ad hoc faculty hearing committee without good cause shall result in the disciplinary action or adverse action being upheld.
 - 2. Prior to a Resident/Fellow being brought into a disciplinary or suspension or termination conference, or an investigational conference that may lead to discipline, suspension or termination of the Resident/Fellow being interviewed, the UMass Chan representative shall inform the Resident/Fellow of the nature of the conference, including the possibility of a discipline, suspension or termination being issued. The Resident/Fellow shall have the right to have a CIR representative of their choice

at either of these conferences. In the event a representative is requested, but not available, UMass Chan may temporarily reassign the Resident/Fellow from clinical duties provided that the unavailability of a representative of the Resident/Fellow's choice does not delay any such meeting by more than three (3) calendar days.

3. The Medical School shall not prohibit CIR representation of a Resident/Fellow at any Corrective Action, Disciplinary Action, Suspension or Termination proceeding.
4. Residents may be placed on paid administrative leave (relieved of their clinical and educational responsibilities) pending resolution of any complaint or appeal if, in the best judgment of the program director and department chair, such leave is in the best interest of the Medical School.

ARTICLE XXVI: GRIEVANCE PROCEDURE

1. A grievance under this Agreement shall mean only a controversy or claim arising directly out of or relating to the interpretation, application or breach of a specific provision(s) of this Agreement during the term of this Agreement or extensions of it. Decisions or judgments by the Medical School related to all academic matters, including determinations that a Resident/Fellow has failed to satisfy any requirements of his/her training program, such as clinical competence and professional standards of conduct, shall not be subject to review under the grievance and arbitration procedure set forth herein, but shall be exclusively subject to the procedures set out in Article XV herein.
2. **Step 1.** The Union representative, with or without the aggrieved Resident, shall present the grievance orally to the Resident's Program Director or their designee or Department Director or their designee. The parties shall attempt to resolve the grievance informally. If they are unable to do so, the Union shall reduce the grievance to writing, within fourteen (14) calendar days after the employee or Union had knowledge or should have had knowledge of the occurrence or failure of occurrence of the incident on which the grievance is based or it shall be waived. The grievance shall state with particularity the facts upon which the alleged violation is based, the Articles violated, and the requested remedy sought. The person to whom the grievance is addressed shall respond to the grievance in writing within seven (7) calendar days of the Union's submission of the grievance to him/her. If the person to whom the grievance is addressed does not respond within said seven (7) calendar days, the grievance shall automatically proceed to Step 2. Grievances involving UMMS-wide issues or grievances not resolvable by a Department may be filed directly at Step 2.
3. **Step 2.** If the grievance is not settled at Step 1 or there is no response, it shall be presented in writing to the Associate Dean for GME or their designee within fourteen (14) calendar days after the step 1 answer is received or within ten (10) calendar days of the deadline for receipt of a step 1 answer if no answer was given; otherwise, the grievance shall be waived. The Employer or their designee shall

schedule a hearing on the grievance within fourteen (14) calendar days after they receive it and shall issue their written answer thereto within fourteen (14) calendar days after the hearing has been completed. In the event no hearing is held, or no response is received, or if the parties have waived the hearing, the grievance must be submitted to the Employer's Director of Labor Relations or their designee within fourteen (14) calendar days after the date that a response would have been due (i.e., 28 days after timely submission to the Dean for GME or their designee).

4. **Step 3.** If the grievance is not satisfactorily resolved at Step 2, the grievance may be submitted to the Employer's Director of Labor Relations or their designee within fourteen (14) calendar days after the date that the Step 2 response was received, or if not received was due. A Step 3 hearing shall be scheduled within twenty-one (21) calendar days of receipt of the Union's submission to Step 3. The Employer shall issue an answer to the grievance within twenty-one (21) calendar days of the Step 3 hearing. In the event a step 3 hearing is not held, or if an answer is not received, the grievance may be submitted to arbitration as set forth in Section 3.
5. Arbitration under this Agreement shall be limited to grievances that have been timely processed through the grievance procedure.
 - a. If the grievance is not satisfactorily resolved at Step 3, the Union, and only the Union, and not any individual employee, may submit the matter to arbitration. Such submission must be made within thirty (30) calendar days after the date that the Step 3 answer was received, or, if not received, the date it would have been due (i.e., 42 days after timely submission at Step 3). A demand for arbitration must be served in writing on the Employer's Director of Labor Relations or designee by email or regular mail within this period as a condition for processing the demand and must specify the specific Section(s) and Article(s) allegedly violated.
 - b. The arbitration process shall be administered by the Medical School's Office of Labor Relations and the parties agree to follow the rules of the Labor Relations Connection unless otherwise mutually agreed.
 - c. The Arbitrator shall have the authority only to settle disputes arising under this Agreement concerning the interpretation and application of specific section(s) and Article(s) of the Agreement to the facts of the particular grievance presented to him or her. The Arbitrator shall have no power to add to, subtract from, ignore, or modify this Agreement or any supplement to it. The Arbitrator shall have no authority to rule on any Employer action that is upon academic or clinical judgment. The Arbitrator shall have no power to engage in any form of interest arbitration, unless both parties agree in writing. Only one grievance may be referred to and decided during a particular arbitration, unless otherwise agreed by the parties, in writing. The Arbitrator must render his or her decision within thirty (30) calendar days after the conclusion of the hearing or the submission of briefs, whichever is later, unless otherwise agreed by the parties. The decision of the Arbitrator within his/her authority shall be final and binding upon the grievant, the Employer and the Union
 - d. The cost of the fees of the Arbitrator and any transcripts shall be borne equally by the Medical

School and the Union.

6. Time is the essence of this article. All grievances shall be presented within the time limitations contained herein or they shall be considered waived and not subject to arbitration. Time limits may be extended in writing by mutual agreement of the parties at any step of the process. If the grievance is not appealed to the subsequent step of the procedure within applicable time limits, if not extended, the grievance will be considered settled on the basis of the Medical School's written response. Failure by the University to reply to the grievance within the time limits, if not extended, grants the Union the right to process the grievance to the next step of the grievance procedure.

ARTICLE XXVII: PERSONNEL FILES

1. Each Resident/Fellow shall have access, upon their request to their personnel files and the right to copy any documents therein, excluding only recommendations received in connection with the hiring of the Resident/Fellow on the express condition of confidentiality.
2. The Resident/Fellow shall have the right to place in their file a response to any evaluative statement in their file.
3. All adverse materials to be placed in the Resident/Fellow's file must be shown and given to the Resident/Fellow prior to placement in the file. Any adverse documents not shown or given to the Resident/Fellow may not be considered in any disciplinary hearing.

ARTICLE XXVIII: EMPLOYMENT SECURITY

1. The UMass Chan Medical School will comply with ACGME requirements concerning limitations or termination of programs.
2. Residents will be notified promptly of an approved plan to implement a reduction in the size of or closure of their residency or fellowship program. To the extent possible, any such reduction or closure will be phased in to permit residents/fellows to complete their education. Assistance will be provided to residents wishing to transfer to another ACGME- accredited program in which they can continue their education.

ARTICLE XXIX: TERMINATION PROCEDURES

A Resident/Fellow may terminate his/her employment upon three months' notice or such shorter period, as the Program Director shall approve. All medical records and all evaluation and other required forms must be completed, and equipment returned before termination. Upon termination a Resident/Fellow will be paid the portion of salary earned prior to termination. Also, health and dental benefits may be continued under COBRA by paying the full premiums plus the administrative fee

allowed by law. A statement of dates for which the Resident/Fellow received credit will be issued and request for withdrawal or transfer of state retirement contributions will be processed upon satisfactory completion of all requirements as determined by the program director. The Medical School shall continue to offer information to Residents/Fellows regarding transferring or withdrawing their state retirement contributions.

ARTICLE XXX: SUCCESSORSHIP

1. If the ownership, operation or control of the Employer is changed through sale, acquisition, merger, or other similar business transaction, and the succeeding entity, whether a public or private enterprise, continues to operate a Medical School of the same general nature as the Employer, the Employer will include as a term of such transaction that the succeeding entity will recognize the Union within the same bargaining unit as existed before the transaction, and be bound by the terms of this Agreement. The Employer's obligation to the Union will be satisfied upon the inclusion of the term in any such transaction.
2. If the transaction, including the Employer's inclusion of the terms set forth in paragraph 1 above, requires statutory authority, the Employer's obligation will be satisfied if the Employer proposes and in good faith supports statutory language which includes a provision that the succeeding entity will recognize the Union within the same bargaining unit as existed before the transaction, and be bound by the terms of this Agreement.

ARTICLE XXXI: NO STRIKES/NO LOCKOUTS

1. Neither the Union nor any employee shall, directly or indirectly, authorize, participate in, induce, support, encourage, or condone a strike (including a sympathy strike), work stoppage, slowdown, withholding of services by employees, or other disruption of the Medical School's operations.
2. The Union shall exert its best efforts to prevent any violation of Section 1 of this Article and, if such action does occur, to exert its best efforts to terminate it. The Medical School may utilize all available remedies it has in the event of any violation of Section 1.
3. The Employer agrees not to engage in the lockout of unit employees.

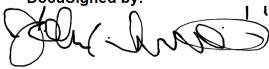
ARTICLE XXXII: DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2022, except as otherwise provide herein, and continue until 11:59 p.m. on June 30, 2025.

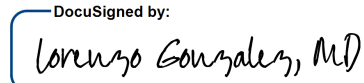
This Agreement shall be automatically renewed and extended year to year and thereafter without additions, changes, or amendments, unless either party services notice in writing to the other party no less than ninety (90) days before the end of the duration term to change, amend or add to this Agreement.


In witness of these terms and conditions the parties duly authorized representatives affix their signatures herein below on this day of 7/3/2023.

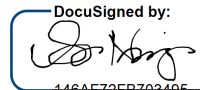
**For the University of Massachusetts
Chan Medical School**

DocuSigned by:

63C9209FE6B442E...
John C. Lindstedt 8/2/2023
Executive Vice Chancellor, Administration & Finance


For CIR-SEIU:


DocuSigned by:

D6131FF74A3E4F0...
Lorenzo Gonzalez, MD 7/3/2023
National President

DocuSigned by:

15F816BA439D442...
Carolyn Brownawell 8/2/2023
Deputy Executive Vice Chancellor
Chief Human Resources Officer

DocuSigned by:

146AF72FB703495...
Susan Naranjo 7/4/2023
Executive Director

For the University of Massachusetts:

DocuSigned by:

8A62A71FF7F0468...
Martin T. Meehan 8/17/2023 | 11:32:54 AM EDT
Martin T. Meehan
President

DocuSigned by:

529C9F9F3299489...
John Dunlap 8/3/2023 | 5:51:58 PM EDT
John Dunlap
Chief Human Resources Officer

**Memorandum of Agreement
Between
The University of Massachusetts Chan Medical School
And
Committee of Interns and Residents, SEIU**

Re: Past Practices

The University of Massachusetts Chan Medical School (“UMass Chan” or the “University”) and the Committee of Interns and Residents, SEIU (“CIR” or the “Union”), collectively the Parties, agree as follows:

Should the Union claim that a past practice has been unilaterally changed, they have the burden of notifying the University within 30 days thereof. Upon such notice, the Parties will engage in mid-term impact bargaining, pursuant to which the University may implement its last offer should the Parties reach impasse.

A past practice is defined as a practice not covered by the contract relating to working conditions and not related to an academic or curricular decision, that has existed in a program for at least three (3) years and is known and approved by the Program Director.

The Parties agree that reduction or elimination of reading weeks shall not be considered a change in past practice.

**For the University of Massachusetts
Chan Medical School:**

DocuSigned by:

David Lalhappelle

922BB8F10F6541D...

Director, Employee & Labor Relations

For CIR-SEIU:

Joylene Winkler
Joylene Winkler, Regional Director

**Memorandum of Agreement
Between
The University of Massachusetts Chan Medical School
And
Committee of Interns and Residents, SEIU**

Re: Supplemental Benefits

The University of Massachusetts Chan Medical School (“UMass Chan” or the “University”) and the Committee of Interns and Residents, SEIU (“CIR” or the “Union”), collectively the Parties, agree as follows:

The University shall make a \$5.80 monthly contribution per bargaining unit member to the CIR Supplemental Medical Reimbursement plan (the “Plan”) for the periods of July 1, 2022, through June 30, 2023, and July 1, 2023 through June 30, 2024.

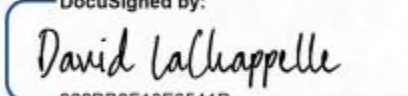
UMass Chan will cease contributions to the Plan will on June 30, 2024, unless mutually extended by agreement of the Parties.

If the Parties do not agree to continuation of the Plan, the \$5.80 monthly contribution cost for the third year (July 1, 2024 – June 30, 2025) will be allocated to members of the bargaining unit in a manner agreed to by the Parties.

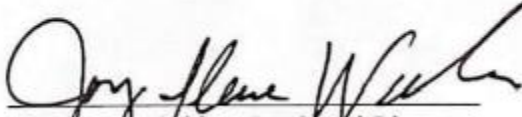
CIR/the Plan agree to provide a report to the Medical School showing all benefit payments made to bargaining unit members and/or their dependents within 45 days of the end of each Plan year, listed by individual with all names and identifiers redacted.

The entire program (participation in the Plan) shall end on June 30, 2025.

**For the University of Massachusetts
Chan Medical School:**

DocuSigned by:

922BB8F10F6541D
Director, Employee & Labor Relations

For CIR-SEIU:


Joylene Winkler, Regional Director

Appendix I
ACGME Common Program Requirements (Residency)

ACGME Common Program Requirements, as modified from year to year, can be found at the following URL: <http://www.acgme.org/what-we-do/accreditation/common-program-requirements/>

Common Program Requirements Currently in Effect (as of 7/1/22) can be found at the following URLs:

Program:	URL:
Common Program Requirements (Residency)	http://www.acgme.org/globalassets/pfassets/programrequirements/cprresidency_2022v3.pdf
Common Program Requirements (Fellowship)	http://www.acgme.org/globalassets/pfassets/programrequirements/cprfellowship_2022v3.pdf
Common Program Requirements (One-Year Fellowship)	http://www.acgme.org/globalassets/pfassets/programrequirements/cproneyearfellowship_2022v3.pdf

Appendix II - Wages

Effective First Full Pay Period following 7/1/22:		
PGY	FY23 Annual	FY23 Bi- Weekly
1	\$ 66,225.12	\$ 2,547.12
2	\$ 68,709.61	\$ 2,642.68
3	\$ 72,078.18	\$ 2,772.24
4	\$ 75,041.22	\$ 2,886.20
5	\$ 78,463.73	\$ 3,017.84
6	\$ 81,322.73	\$ 3,127.80
7	\$ 84,375.20	\$ 3,245.20
8	\$ 86,907.49	\$ 3,342.60

Effective First Full Pay Period following 7/1/23:		
PGY	FY24 Annual	FY24 Bi- Weekly
1	\$ 68,211.87	\$ 2,623.53
2	\$ 70,770.90	\$ 2,721.96
3	\$ 74,240.52	\$ 2,855.40
4	\$ 77,292.46	\$ 2,972.79
5	\$ 80,817.64	\$ 3,108.37
6	\$ 83,762.41	\$ 3,221.63
7	\$ 86,906.46	\$ 3,342.56
8	\$ 89,514.71	\$ 3,442.87

Effective First Full Pay Period following 7/1/24:		
PGY	FY25 Annual	FY25 Bi- Weekly
1	\$ 70,940.35	\$ 2,728.47
2	\$ 73,601.73	\$ 2,830.84
3	\$ 77,210.14	\$ 2,969.62
4	\$ 80,384.16	\$ 3,091.70
5	\$ 84,050.34	\$ 3,232.71
6	\$ 87,112.91	\$ 3,350.50
7	\$ 90,382.71	\$ 3,476.26
8	\$ 93,095.30	\$ 3,580.59