Agreement

Between

The Cambridge Public Health
Commission

And

The Committee of Interns and Residents
An Affiliate of the
Service Employees International Union

Effective: July 1, 2024

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AGREEMENT

This agreement is made under the terms of Chapter 150E of the General Laws, by and between the Cambridge Public Health Commission, hereinafter called "the Commission," acting by and through its Chief Executive Officer, and the Committee of Interns and Residents/SEIU, hereinafter called CIR.

PREAMBLE

The Committee of Interns and Residents/SEIU endorses the Commission's mission to improve the health of the communities the Commission serves and the principle that every citizen of such communities has the right to decent health care and the right to treatment at the Commission's hospital campuses, ambulatory clinics and other facilities regardless of the person's ability to pay for such care.

ARTICLE I RECOGNITION

Section 1. Sole Exclusive Bargaining Agent The Commission recognizes the Committee of Interns and Residents/SEIU as the sole, exclusive bargaining agent for the purpose of establishing salaries, wages, hours of work, and other conditions of work for all employees certified in MCR-2163 in the following classifications: all interns, residents, and fellows, including all Podiatric residents, Dental residents, and General Internal Medicine fellows, employed by the Commission, excluding all other professional and non-professional employees, irrespective of sources of funding for their positions, whether assigned to Cambridge Hospital, any of its affiliated facilities or to an outside rotation, whether full or part time status, and whether employed by the Commission itself or by Somerville Hospital or any other subsidiary of the Commission. As provided by Section 3(f) of Chapter 147 of the Acts and Resolves of 1996, all interns, residents and fellows, including all Podiatric and Dental residents (but excluding all other professional and non-professional employees), employed by the Commission or by Somerville Hospital or any other subsidiary of the Commission are employees covered by MGL ch. 150E.

Section 2. Commission Will Advise New Employees The Commission will advise all new employees at the time of employment that CIR is their bargaining representative and will notify CIR of the name, address and classification of each new employee within 30 days of the new employee's first day of work.

Section 3. Outside Funding In the case of House Officers covered by this agreement and funded by an outside source, in whole or in part, such outside funding source shall provide salary, benefits and malpractice insurance at least equal to the terms of this agreement. Furthermore, the Commission agrees that any proposal, grant application or contractual arrangement involving funding of House Officer positions made by the Commission or affiliated agencies to an outside funding source shall comply with the above conditions.

ARTICLE II UNION DUES

Section 1. Non-discriminatory Membership Membership in the Union on a non-discriminatory basis will be uniformly available to any member of the bargaining unit who applies. So long as such membership is available as heretofore agreed, the Commission will deduct dues as follows:

Upon receipt by the Commission of verification from CIR/SEIU that dues deductions have been authorized by employees, the Commission agrees to deduct the monthly Union membership dues levied in accordance with the Constitution and/or Bylaws of the Committee of Interns and Residents/SEIU from the pay of said employee and remit the aggregate amount to the Union along with a list of employees from whose pay said dues have been deducted. Such remittance shall be made by the tenth (10) day of the succeeding month. Employees may express that they authorize the deduction of dues by submitting to CIR/SEIU a written authorization form, through electronically recorded phone calls, by submitting to CIR/SEIU an online deduction authorization, or by any other means of indicating agreement allowable under state and federal law.

An authorization may be revoked by an employee by sending a signed written notice thereof to the Chief Financial Officer. Said revocation shall take effect sixty (60) days after receipt. The Commission shall send a copy to the Union.

ARTICLE III GRIEVANCE PROCEDURE

Section 1. Definition of Grievance A grievance under this agreement shall mean any controversy or claim arising out of or relating to the meaning, interpretation, application, or breach of the provisions of this agreement.

Section 2. Processing Grievances shall be processed as follows:

> Step No 1. The Union representative, with or without the aggrieved House Officer, shall present the grievance orally within 20 calendar days of its occurrence or when they should have known of its occurrence to the House Officer's Chief of Service who shall attempt to adjust the grievance informally within five (5) working days. Grievances involving Hospital-wide issues or grievances not resolvable by a Department's Chief of Service may be filed directly at Step 2.
>
> Step No 2. If the grievance is not settled at Step No. 1, it shall be presented in writing to the Chief Medical Officer (or if there is no Chief Medical Officer, the Chief Medical Quality Officer) or their designee. The grievance shall state with particularity, the facts upon which the alleged violation is based, the Article(s) violated, and the requested remedy sought. The Chief Medical Officer (or if there is no Chief Medical Officer, the Chief Medical Quality Officer) or their designee shall schedule a hearing on the grievance within three (3) working days after he received it and shall issue written answers thereto within three (3) working days after the hearing.

Step No 3. If the grievance is not resolved at Step No. 2, the grievance may be submitted to the Chief Executive Officer or their designee who shall schedule a hearing within five (5) working days after they received the grievance. The Chief Executive Officer or their designee shall respond in writing five (5) working days after the hearing.

Section 3. Waiver of Grievance/Time Limits Failure by the Union to comply with these time limits shall constitute a waiver of the grievance.

Section 4. Waiver-Time Limits/Mutual Consent Any of the above limitations contained in this Article may be waived by mutual consent of the parties thereto.

ARTICLE IV ARBITRATION

Section 1. Submittal Time Any grievance which has not been settled under Article III may be submitted by the Union to arbitration, in the manner set forth below, within thirty (30) calendar days after the response of the Chief Executive Officer or their designee is due.

Section 2. Selection of Arbitrator The parties shall attempt to select an arbitrator within seven (7) working days after notice of arbitration has been given. If the parties fail to agree on a selection in the first instance, the American Arbitration Association will be requested to provide a panel of arbitrators from which a selection shall be made. The parties agree in principle to use the expedited arbitration procedure of the American Arbitration Association whenever feasible. A copy of said report shall be given to the Commission by delivery in hand or by mail, postage prepaid, addressed to the Chief Executive Officer.

Section 3. Arbitrator's Power/Authority The arbitrator will be without power or authority to alter, add to, or detract from the language of this Agreement or to make a decision which violates or is inconsistent with any of the terms of this Agreement or applicable law.

Section 4. Arbitrator's Decision The decision of the arbitrator shall be final and binding upon both parties. The fees and expenses of the arbitrator shall be shared equally by the parties.

Section 5. Prior Time Period/Prohibition The arbitrator shall have no power to recommend any right or relief for any period of time prior to the effective date of this Agreement. For all issues timely processed through the grievance procedure, nothing shall prevent the arbitrator from issuing an award after the expiration of the Agreement.

Section 6. Arbitrator/Written Decision-30 Days The arbitrator shall submit, in writing their decision within thirty (30) days after the conclusion of testimony and argument, or as soon as practical thereafter, unless extended by mutual consent.

Section 7. Time Limits/Extensions Any of the above limitations contained in this Article may be waived by mutual consent of the parties hereto.

Section 8. Grievance Forms All grievances shall be submitted on the form contained in the Appendix.

ARTICLE V FAIR PRACTICES/NON-DISCRIMINATION

The Commission and the Union agree to continue their policies of not discriminating as required by law, against any person on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, marital status, age, pregnancy, disability, military service, genetic information or participation in or association with the activities of the Union. Both parties agree that this Agreement should not be enforced in a manner that is inconsistent with or in violation of the nondiscrimination laws covered by this Article.

The Commission and the Union recognize that no employee shall be subject to sexual harassment. Sexual harassment is defined as unwanted sexual attention that is prohibited by Title VII of the Civil Rights Act of 1964 as amended. The grievance procedure is one forum for the pursuit of such complaints.

ARTICLE VI MANAGEMENT RIGHTS

Section 1. Scope Except to the extent that there is contained in this Agreement express and specific provisions to the contrary, all of the authority, power, rights, jurisdiction and responsibility of the Commission are retained and reserved exclusively by the Commission including, but not limited to, the right to direct employees, to hire, promote, transfer, assign and retain employees within the bargaining unit, to suspend, demote and discharge employees for just cause, to relieve employees from duties because of lack of work, to maintain the efficiency of the operations and to determine the methods, means, processes and personnel by which such operations are to be conducted including sub-contracting if deemed necessary, the Commission has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this Agreement, so long as these rules and regulations or any of the other rights in this Article do not conflict with any term or conditions of this Agreement. The Commission retains the exclusive right to establish educational policy; to establish the standards and qualifications for hiring and advancement through the residency program; to determine training methods and curricula; to establish residency programs and to determine the number and qualifications of persons admitted to such programs.

Section 2. Allocation/Utilization Manpower & Equipment The Commission agrees to allocate and utilize manpower and equipment within each Department in the most efficient and feasible manner which shall not preclude utilizing manpower on an overtime basis, prior to supplementing or complementing its capability by the use of sub-contracts except during a recognized emergency. The Union, its officials, representatives and members, agree to cooperate and participate with the Commission in accordance with Article VIII to develop and implement manpower and equipment resource allocation systems which will assume the maximum feasible delivery of the service and utilization of regular Commission employees and equipment within each department as long as none of the provisions of this Agreement are violated and none of the employees presently employed suffer any loss of benefits.

ARTICLE VII JOB DESCRIPTION

Section 1. Scope of Responsibility The Commission recognizes that House Officers at the Commission have responsibility for the care and treatment of patients. House Officers are responsible for the initial evaluation of the patient including complete physical examination and write-up, the ordering of appropriate diagnostic tests and interpretation of the results, the performance of special procedures requiring the training of a physician, and communication with the appropriate staff physician regarding the ongoing therapeutic management of the patient, whether as an inpatient or outpatient, including the diagnostic and therapeutic considerations with the patient and his/her family.

Section 2. Guidelines The guidelines for the responsibilities of the House Officers shall also include the following:

Medical Staff Bylaws of the Cambridge Hospital/Somerville Hospital.

Essentials of Accredited Residencies as published by the American Medical Association, by the American Board of Neurology and Psychiatry, the American Dental Association, and by the Council of Podiatric Medical Education and the American Podiatric Medical Association.

Rules and Regulations promulgated by the Joint Commission on the Accreditation of Hospitals.

Requirements set forth by the General Laws of the Commonwealth governing the practice of medicine and enforced by the Board of Registration in Medicine and the Board of Registration of Podiatrists. Copies of these documents or any relevant sections will be provided by the Commission to each House Officer within one month of their first day of employment. Any revisions or amendments to the aforementioned documents will be made known to all House Officers by the Commission in a timely manner and printed copies will be distributed by the Commission to each House Officer within one month of the date the Commission receives such printed amendments or revisions.

The Cambridge Health Alliance Graduate Medical Education Committee has the responsibility of monitoring and advising on all aspects of residency education and has the authority to establish and implement policies that affect quality of education and the terms and conditions of appointment and reappointment. The Commission shall ensure House Officer representatives or their designees are able to attend Graduate Medical Education Committee meetings, and any other medical education committee meetings to which their attendance is requested and/or required.

Section 3. Supervision In all cases, the House Officer will function under the direct supervision of the Chief of Service and/or staff physician of the particular specialty their is assigned to. The

Commission agrees that staff physicians should be regularly assigned and available for supervision and consultation 24 hours a day.

Section 4. Performing Duties of Other Positions The Commission recognizes that House Officers in both inpatient and outpatient services shall not regularly or recurrently perform duties appropriate to other positions, such as laboratory tests, secretarial and clerical work, transportation of patients, lab specimens or records, routine blood drawing, translation, and the taking of routine vital signs and weights, inserting, replacing and maintaining of IV lines, and ward milieu work, or the performance of the initial evaluation of patients in the psychiatric emergency room. The provisions of this section shall be subject to the grievance and arbitration provisions only as specified in Article VIII, Section 4 of this Agreement.

Section 5. Training Program Standards The Commission agrees that any comprehensive training program it offers to medical (including family medicine), psychiatric, dental, and podiatric House Officers will continue to meet the standards of Essentials of Accredited Residencies as published by the American Medical Association, the American Dental Association, by the American Board of Neurology and Psychiatry and by the Council on Podiatric Medical Education and the American Podiatric Medical Association.

ARTICLE VIII THE JOINT LABOR MANAGEMENT COMMITTEE

Section 1. Composition The Committee shall be a standing committee composed of the Chief Medical Officer (or if there is no Chief Medical Officer, the Chief Medical Quality Officer), Chief Nursing Officer, the Chiefs of the Departments of Medicine, Family Medicine, and Psychiatry, and the Divisions of Podiatry and Dental Medicine or their designees, the Vice President of Human Resources or designee and eight (8) representatives of the Committee of Interns and Residents, including the Co-Presidents, the JLM Co-Chairs, and representatives from Medicine, Family Medicine, Psychiatry, Podiatry and Dental Medicine.

Section 2. Purpose The purpose of the Committee shall be to advise the Commission on staffing patterns, as they relate both to House Officer's work hours, the levels of service, and the number of ancillary personnel available. The Committee will also ensure the procurement and maintenance of supplies and equipment issues relating to hours of work and House Officer education, and provide budgetary review regarding the above areas. The Hospital will introduce topics of Hospital closures, mergers, substantial changes in workspace, or any substantial change in service to the Committee at least one month prior to the planned change. The committee will discuss, and provide recommendations if applicable, regarding impacts of the planned change including but not limited to: staff and patient safety, staffing levels, workflow, work space, patient privacy, job duties, and hours of work. The Committee shall also discuss any other aspect of the collective bargaining agreement which may be at issue in an attempt to resolve problems before they become grievances. Department heads may be required to attend a subsequent meeting to discuss issues pertaining to their departments as described above. Minutes of the meeting shall be transcribed by the Commission and/or the Union, and shall be forwarded to all members prior to the subsequent meeting.

Section 3. Meeting Schedules The Committee shall be required to meet quarterly per contract year, or whenever such meetings are requested either by the Commission or the Union. Each meeting must be attended by four out of eight representatives from each side and this shall constitute a quorum. Additional meetings must be agreed upon by a majority of all committee members present at a given meeting.

Section 4. Committee Actions The Committee's actions are advisory and non-binding with the following exceptions: the Committee shall have the authority by a majority vote of all members (if all members cannot be present, vote by proxy is allowable) to make a binding determination with respect to alleged violations of the "regularly and recurrently" clause, Article VII, Section 4 of this Agreement, provided that the alleged violations have been first presented to the appropriate Department Chair or Chief of Service at least two weeks prior to presentation at the Joint Labor Management Committee. This vote must be taken by the meeting following the presentation of an alleged violation and its evidence unless an extension of one month is agreed upon by a majority of members present.

If a vote to remedy an alleged violation is passed, the following course shall be taken: The Joint Labor Management Committee shall rectify the alleged violation. If the condition is not rectified according to determination made by the Committee within the time period specified, the Union may appeal directly to Step 3 of the grievance procedure pursuant to Article III of this Agreement and then to Arbitration pursuant to Article IV of this Agreement.

If the condition which is an alleged violation of the "regularly and recurrently" clause, Article VII, Section 4 remains in effect without adequate remedy for four months beyond the date of formal presentation of the Joint Labor Management Committee, CIR may take the allegation directly to Step 3 of the grievance procedure and then to arbitration if necessary.

ARTICLE IX PATIENT CARE FUND

There shall be established an annual Patient Care Fund in the amount of $45,000 annually. Four percent of this Fund shall be paid annually to the Union to offset the cost of administration. This fund shall be administered by House Officers from each PGY level, elected by all members of the Committee of Interns and Residents/SEIU. The purpose of this fund is to provide for the purchase of equipment, services, or renovations which are deemed important by the Patient Care Fund Committee to improve the provisions of patient care directly. The Committee shall meet at least five (5) times a year and shall make funding decisions by a majority vote. Reports of the Committee's final decisions will be forwarded to the Department Chiefs and Chief Executive Officer or their designee for their information.

Purchases shall proceed through usual Cambridge Public Health Commission bidding procedures.

ARTICLE X COMPENSATION

Section 1. Schedule The House Officers shall receive wage increases as indicated below.

● Effective the start of the first full General Services pay period after ratification, a thirteen and a half percent (13.5%) market adjustment for PGY 1, PGY 2, PGY 3 and PGY 4.

● Effective the start of the first full General Services pay period after ratification, a ten and a half percent (10.5%) market adjustment for PGY 5.

● Effective the start of the first full General Services pay period after ratification, a ten percent (10%) market adjustment for PGY 6 and PGY 7.

● Provided that ratification occurs prior to November 1, 2024, effective the start of the first full General Services pay period after January 1, 2025, an across-the-board increase of two percent (2%).

● Provided that ratification occurs prior to January 1, 2025, effective the start of the first full General Services pay period after July 1, 2025, an across-the-board increase of two (2%).

● Provided that ratification occurs prior to July 1, 2025, effective the start of the first full General Services pay period after January 1, 2026, an across-the-board increase of one and a half percent (1.5%).

● Provided that ratification occurs prior to January 1, 2026, effective the start of the first full General Services pay period after July 1, 2026, an across-the-board increase of one and a half percent (1.5%) .

The below provision will become effective only after ratification of the contract. If the contract is not ratified by December 2024, there will be no lump sum payment in January 2025. If the contract is not ratified by December 2025, there will be no lump sum payment in January 2026. Each House Officer will receive a lump sum payment of $2,000 in January 2025, January 2026 and January 2027. The House Officer must be employed with CHA at the time of payment in order to receive the payment. All payments will be subject to any legally required tax deductions.

Section 2. Level Definitions Each House Officer shall receive a salary commensurate with his/her PGY level. PGY level is defined as post-graduate year of approved training within the same specialty, i.e. medicine, psychiatry, surgery.

This section is not intended to enlarge or limit current practice with respect to the crediting of past training as defined above.

Section 3. Paychecks The annual salary of all House Officers shall be paid based on the Commission's current practice, whereby a year is divided into 52 weeks. However, any new House Officer must receive their first check within three weeks of their first date of employment.

Section 5. Professional Education Stipend A non-taxable, reimbursable professional education stipend shall be paid annually according to the following schedule:

a. Effective: December 2021

House Officers	$2,000
Podiatry	$2,000
Dentistry	$2,150
Fellows	$2,300

b. This stipend may be used to defray the costs of conferences, textbooks, journals, board fees, necessary computer hardware or other such items as approved by the relevant Program Director. House Officers are responsible for turning in all necessary receipts to their department in order to be reimbursed. Any House Officer who has not turned in receipts for the total amount of the annual stipend by May 1st of that year shall accumulate the stipend for the subsequent year, unless any House Officer who would prefer to receive a payment (taxable) equal to the difference between the total annual stipend and the total reimbursable expenses claimed and documented by said House Officer. Requests for payment must be made in writing no later than April 1st of each year.

Section 6. SCOPE Podiatry House Officers will receive reimbursement up to $3,000 per year for two House Officers only (a maximum payout of $6,000 per year for the Commission) for the cost of tuition, travel, lodging, and meals to attend the Foot and Ankle Arthroscopy Surgical Skills Course.

Section 7. Holiday Pay The Commission will pay 1/5 of a week's pay in additional compensation for eight (8) hours worked on any eligible holiday, including work performed while on an outside rotation. House Officers required to work at least four (4) hours but less than eight (8) hours on any eligible holiday shall receive 1/10 of a week's pay in additional compensation.

Eligible holidays shall be: (Holiday year runs from June 1 through May 31)

Eleven regular holidays:

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Patriot's Day	Independence Day
Labor Day	Juneteenth
Thanksgiving	Day before Christmas
Christmas Day	

Holiday pay will be paid in the same pay cycle it is worked.

House Officers may take time off for the observance of a special or religious holiday, subject to the approval of the Program Director. The House Officer may make use of their sick time benefit. In order to take this time off, the House Officer must request the time off at least three months in advance.

Section 8. PGY Level Designations No House Officer shall be paid at a level higher than PGY VII (except as stipulated in Section 2 of this Article), without special exception granted by the Training Director, approval by the Chairman of the Department, Vice President of Human Resources and the Chief Executive Officer. The Union will be given thirty days notice and opportunity to comment prior to implementation of such higher wage.

Section 9. Out of Title Work House Officers may, from time to time, be asked to cover shifts, or portions of shifts, for Attending level colleagues (including hospitalists or locum tenens). In such circumstances, House Officers shall be compensated as follows:

a. House Officers who were not otherwise scheduled to work shall be compensated:
    - At a rate of $100/hour for work completed during a weekday between the hours of 8:30 am to 5:00 pm.
    - At a rate of $200/hour for work completed during a weekend (defined as Friday 5:00 pm to Monday 8:30am), or a weekday between the hours of 5:00 pm to 8:30 am.

d. House Officers who were previously scheduled to work in their capacity as residents/fellows during the hours which they provide such coverage shall be compensated at a rate of 150% of their hourly salary in addition to their regular salaried pay.

No House Officer shall be required to work such shifts nor will they be disciplined or retaliated against for declining to volunteer to do so.

Section 10. Orientation Pay All incoming House Officers required to attend Orientation prior to July 1 of each year shall be compensated at the appropriate PGY level, as set out in Section 1 of this article.

Section 11. Chief Resident Allowance The Family Medicine Chief Residents shall receive a stipend in the amount of $3,000, paid in quarterly installments of $750. The Podiatry Chief Residents will receive a stipend of $500 annually, paid in quarterly installments of $125.

Section 12. Retirement Plan Employees who are hired on or after January 1, 2010 will participate in the 403b retirement plan. If such employee has previously been a member of the Massachusetts State Retirement System or any applicable military service, that employee shall have the option of participating in and transferring all prior credible service to the City of Cambridge Retirement System or choosing the 403b retirement plan. All employees will have the option of moving to the 403b plan without a waiting period. CHA will not seek reimbursement or waivers for the FICA contributions by and on behalf of House Officers.

For the purposes of participation in the 403b retirement plan, such an employee who is otherwise eligible, and who has completed at least two (2) years of service with CHA in which she/he has worked at least twenty (20) hours per week, will participate in the plan and receive contributions from CHA. CHA will contribute 2% of an employee's gross salary, subject to the limits imposed by the Internal Revenue Code and in accordance with the 403b plan document, on behalf of all eligible employees enrolled in the 403b plan. In addition, the Commission will match up to a 2% contribution by the employee. Eligible employees may make transfers from the Plan to another Section 403b Plan (subject to the rules and requirements set forth in such Plans).

The Commission will produce documentation explaining each retirement option and the benefits of each and conduct meetings with House Officers to explain the retirement benefits available to them. The Commission will make available one staff person for House Officers to contact with questions.

Section 13. Emergency Child Care. The Commission shall continue to pay the current cost of a subscription service to care.com for all House Staff. If care.com ceases to provide back-up childcare benefits or the cost of such services becomes unreasonable (defined as a year over year increase of greater than ten percent (10%)), the parties will meet to review alternative arrangements.

ARTICLE XI EVALUATIONS

Section 1. Completion The Commission and the Union recognize and agree that regular evaluation of performance is essential in maintaining a high quality training program. Evaluations of each House Officer shall be completed within 30 days after the end of a rotation. Any House Officer shall have the right to file a written commentary to his/her evaluation, which shall be attached to the file copy. The evaluation form shall include the name of the evaluator, the time period the evaluation refers to, and the date the evaluation was completed and filed, as well as space for the House Officer to sign and date, in order to verify that he/she has seen the evaluation.

Section 2. Employee Examination Any House Officer shall have the right to examine his/her file.

Section 3. Copy of Material A copy of any material in the House Officer's file shall be furnished to the House Officer at their request. The only exception will be material which the House Officer has previously waived his/her right to examine.

Section 4. Performance Evaluations It is the department's responsibility to communicate to each House Officer in a timely fashion if their performance is substandard and to make clear, both verbally and in writing, what specific issues the House Officer must address in order to raise performance to an acceptable standard. A reasonable timetable should be established for addressing these deficits.

Section 5. Remediation If any remedial program of study and work is determined necessary by the Department, the Department must meet with the affected House Officer to discuss the remediation program. At this meeting, the House Officer shall have the opportunity to ask questions regarding the program and provide input regarding the program. The Remediation Plan must be written and either given to the House Officer at the meeting or, if it is amended due to the meeting, given to the House Officer within 3 days of the meeting. It is understood that Remediation Plans are intended as educational plans to assist the House Officer in meeting performance standards and are not disciplinary in nature. The House Officer shall be encouraged at his or her discretion to bring a CHA faculty member chosen by the House Officer to this meeting. If the House Officer wishes to have a follow-up meeting to discuss the implications of the Remediation Plan on his or her standing in the program, his or her employment status, or potential future probation, the House Officer shall have the right and shall be encouraged to bring a CHA faculty member or other representative, chosen by the House Officer, to this meeting.

Section 6. Probation In the event that a House Officer is placed on probation for not successfully completing their program of remediation, or for any other reason, such action will be communicated to the House Officer in writing. The notice of probation will also include a fair summary of the reasons for the action, the area(s) of performance to be improved, a fair summary of the minimum criteria for adequate improvement, and a date upon which the probationary status will be reviewed. Probation shall not be deemed imposed until the House Officer has received notice of the probation. Notice shall be given to him/her either in person or sent to the address the House Officer has placed on file with the department. The House Officer shall be encouraged to meet with the Department to discuss the notice of probation and shall have the right to bring to this meeting a representative of the Union or, at their discretion, a CHA faculty member chosen by the House Officer.

Section 7. Semiannual Personal Meeting The Department Chief or designee shall conduct a minimum semiannual personal meeting with the House Officer to formally review the House Officer's progress. House Officers will have the opportunity to critically evaluate in writing, without retribution, preceptors for each rotation.

Section 8. Disputing an Evaluation Should a House Officer wish to dispute an evaluation, in part or in its entirety, an overall performance evaluation or probationary status, they shall be given the opportunity, upon request, to meet with the Chief of Service or the Program Director. If the House Officer is not satisfied with the action taken on the matter, they shall have the opportunity

to meet with the Chief Medical Officer, or if there is no Chief Medical Officer, the Chief Medical Quality Officer. The House Officer shall have the right to bring to these meetings a representative of the Union, or at their discretion, an attending physician chosen by the House Officer.

All complaints or incident reports involving a patient, other employee, an attending or medical student which concerns a House Officer's performance shall be brought to the attention of the House Officer before it can be placed in their file. The House Officer shall have the opportunity to explain the incident and respond in writing and may request that a full investigation be conducted by the specific clinical department or the Hospital.

An attending physician with a complaint about a House Officer's clinical performance shall discuss the complaint with the House Officer during the rotation or no more than fourteen (14) days after the expiration of the rotation. If a complaint about a House Officer's clinical performance is brought to the attention of the Program Director or their designee, the Program Director, or a designee, shall investigate the complaint. If necessary, the Program Director, or his/her designee, shall counsel the House Officer. The Program Director or their designee, may decide to place the House Officer on a remediation plan pursuant to Section 5, above, or to place the House Officer on probation pursuant to Section 6, above. If the Program Director, or their designee, determines that a suspension, termination, or the non-renewal of the House Officer is called for, then the procedures set forth in Article XVII-DISCIPLINE, Section 1, shall apply.

ARTICLE XII PART-TIME RESIDENCIES

Section 1. Part-time Positions The Commission and the Union recognize that it may be in the best interests of individual House Officers to arrange part-time positions within the bargaining unit. The Cambridge Public Health Commission agrees to facilitate the provision of such residencies to House Officers, subject to the approval of the appropriate Chief of Service.

Section 2. Proportional Salary Part-time House Officers shall receive a salary proportional to the percentage of time in service at his/her PGY level. Vacations shall be granted at the full number of days at proportional pay.

Section 3. Benefits Health insurance benefits for part-time House Officers are delineated in Article XIII, Section 3. All other benefits shall be the same as full-time House Officers, including the professional education stipend.

ARTICLE XIII HEALTH BENEFITS

Section 1. Coverage Options The Commission agrees to offer members of CIR full and comprehensive health insurance for inpatient and outpatient care, including the following coverage options: CHA Option, CHA Choice Plans, and other health maintenance organizations as provided by the Commission. If benefits are to be paid by an outside funding source, the benefits shall be equal to the terms of this Agreement.

Section 2. Pretax Program - Medical Insurance Employee contributions to health insurance premiums shall be made on a Pretax basis consistent with federal and state law. Health insurance coverage shall commence on the date the House Officer comes on the payroll.

Effective after the selections made by the House Officers in the first open enrollment period after August 1, 2010 take effect (but in no event before August 30, 2010), the respective employer and employee contributions shall be as follows:

If the House Officer opts for a CHA plan, the contributions shall be:
90% contribution from Employer
10% contribution from Employee

If the House Officer opts for a health insurance plan other than a CHA plan, the contributions shall be:
80% contribution from Employer
20% contribution from Employee

Contributions for part-time employee contributions shall be prorated as follows:
36-40 hours per week 20%
24-35 hours per week 30%
20-24 hours per week 40%

Section 3. Part-Time House Officers In order for House Officers to be eligible for health insurance, such House Officers must work a minimum of twenty (20) hours per week, as set out in Massachusetts General Laws Chapter 32B.

Section 4. Other Coverage Options Employees eligible for Commission health insurance, who have alternative health insurance coverage, provided by a source other than the Commission, and who elect not to enroll in the Commission health insurance shall be entitled to $62.50 per month payment in lieu of health insurance for each month they do not take Commission insurance. The Commission must inform each House Officer annually in writing of this benefit and the proper procedure by which it is secured. Should the House Officer lose the alternative insurance w/out fault of his/her own, the House Officer may then enroll in the Commission health insurance program without waiting periods or preexisting condition restrictions. The employee may also enroll in the Commission health insurance program without restrictions at the time of open enrollment. Payment in lieu of insurance ends when the employee enrolls in Commission provided insurance or when eligibility for Commission provided insurance ends.

Section 5. Pre-Tax Contribution/Pre-Tax Flexible Spending Account The Commission will make available a pre-tax flexible spending account for dependent care and non-reimbursable medical expenses.

Section 6. Domestic Partners The provisions of the City of Cambridge domestic partners ordinance will be applied.

Section 7. Disability, Dental and Optical Insurance The Commission shall contribute annually the sum of $756.00 per House Officer for the purchase of short and long term disability, dental and optical insurance coverage provided by the House Staff Benefits Plan of the Committee of Interns and Residents. Should the aggregate cost of these benefits increase over the life of the contract, the Commission shall, upon demonstration of that increase, pay the additional cost, not to exceed a total cost of $852.36 per House Officer per year.

Terms and conditions:

1. The Plan operates on a July 1 – June 30th plan year.

2. The Plan will bill the Commission on a monthly basis for disability, dental and optical benefits.

3. Bills will be sent within the first week of the month for which the coverage is being billed. For example, the bill for the month of October will be sent within the first seven days of October (depending upon the work days in that year).

4. Bill will be payable within 30 days of receipt by the Commission.

5. The Commission is responsible for providing the Plan with lists of newly eligible House Officers and terminating House Officers before July 1 of each year. The Commission is also responsible for informing the Benefits Plan Office of any additions or deletions to the roster before or on the date they occur. The information is necessary for the Benefits Plan office to generate accurate bills. These actions will also confirm that all newly eligible House Officers complete Plan enrollment cards in a timely fashion.

Section 8.
Prior to the expiration of the current contract between CHA and Tend, CHA will meet with House Officers representatives (no more than 6) to elicit their feedback and suggestions prior to entering into another contract with Tend.

ARTICLE XIV MALPRACTICE INSURANCE

Section 1. Chapter 258 Coverage All members of CIR shall be deemed Commission employees for all purposes including while on outside rotation. They shall be entitled to all coverage provided by Chapter 258, the "Governmental Tort Claims Act."

Chapter 258 Coverage Fails If Chapter is amended, repealed, interpreted by any court of law, or should any other action occur, so that a House Officer is not covered by Chapter 258, the Commission shall immediately purchase commercial professional liability insurance on an occurrence basis as that term is defined in the malpractice insurance industry.

Indemnification/Defense If Chapter 258 is inapplicable for any reason regarding any incident(s) of alleged malpractice and if no commercial professional liability insurance policy is applicable and in effect either on the date or dates of the alleged occurrence(s) of the incident or incidents of alleged malpractice or at the time any claim of alleged malpractice is made, then the Commission shall indemnify the House Officer up to the amount in accordance with the general community standards, but not less than provided for in Section 2, exclusive of costs of legal representation. Such indemnification shall be for any and all claims of medical malpractice whether tortuous or contractual (including but not limited to negligence, failure to obtain informed consent and breach of express contract) as long as the House Officer is or was providing services pursuant to Section 3 and 5 of this Article. Any such claim shall be defended by an attorney experienced in the defense of malpractice actions. Said indemnification shall not apply to intentional acts on the part of the House Officer.

Section 2. Outside Rotations/Commercial Professional Liability Insurance (See Side Letter #1, Malpractice Insurance Agreement, dated 3/23/00)

Section 3 Written Notice/Indemnification Each House Officer shall be given written notice of the indemnification and/or the Commission policy provided for in this Article prior to whatever date his/her term of service begins.

Section 4. Obligation to Indemnify It is understood that the Commission shall be obligated to provide professional liability insurance or to indemnify for malpractice only if the following conditions are met:

The services are or were performed under the auspices of the House Officer Training Program and in a site and program approved by the Chief Executive Officer and Department Chief as part of the Cambridge Hospital's Residency training program.

Section 5. Annual Report The Commission shall provide to CIR on June 30th of each year a report of the number of suits filed against House Officers covered by this Agreement in the preceding 12 months; the departments involved; and the status of each case, whether pending, dismissed or settled, including the amount of any judgment rendered. This report shall not include the names of the House Officers.

ARTICLE XV HOURS OF WORK, EMERGENCY COVERAGE & MOONLIGHTING

The parties recognize that sound medical training and patient safety are dependent upon many factors, including but not limited to reasonable work schedules that allow House Officers adequate rest and free time away from the Hospital.

The parties further recognize that accreditation requirements, published evidence, and expert guidelines to assure patient safety in the context of optimizing experiential learning of House

Officers continue to evolve, underscoring the importance of timely and periodic review of all contributing factors.

Pursuant to the collective bargaining agreement covering July 1, 2009 through June 30, 2011, the parties convened a committee consisting of representatives from CIR and CHA administration and faculty with the express goal of conducting such a review. The scope of this review included, among other things, consideration of strategies to reduce House Officers duty hours.

Although this committee is not presently continuing to meet, the parties acknowledge and agree that this review needs to be conducted on an on-going basis. As such, the parties will reconvene this committee upon the request of either party.

If the committee is reconvened, CIR will be responsible for ensuring adequate participation and representation of House Officers from Medicine, Psychiatry, and Family Medicine, and CHA will be responsible for ensuring adequate representation from CHA administration and leadership from the above programs.

The parties acknowledge that any recommendations made by this committee may be subject to modification based upon any subsequent revisions to ACGME duty hours requirements.

Section 1. Internal Medicine and Family Medicine

Scheduled Hours

No House Officer shall be scheduled to be on call more than every third night.

No House Officer shall be scheduled to work more than eighty (80) hours per week.

House Officers shall be allowed at least one full day off in seven, on average, for each four week block.

Continuous on-site duty, including in-house call, must not exceed 16 consecutive hours for PGY 1 interns and 24 consecutive hours for PGY 2 House Officers and above. House Officers may remain on duty for up to four (4) additional hours to participate in didactic activities, transfer care of patients and maintain continuity of medical care. House Officers shall not be required to attend noon conference and attending rounds, nor shall they be assigned any new clinical duties, including being required to perform procedures post call, be assigned post-call outpatient clinical activities, or be required to travel to outside clinical/educational locations.

In unusual circumstances, House Officers, on their own initiative, may remain beyond their scheduled period of duty to continue to provide care to a single patient. Justifications for such extensions of duty are limited to reasons of required continuity for a severely ill or unstable patient, academic importance of the events transpiring, or humanistic attention to the needs of the patient or family.

Under the above circumstances, the House Officers must:

Appropriately hand over the care of all other patients to the team responsible for their continuing care;

Document the reasons for remaining to care for the patient in question and submit that documentation in every circumstance to the Program Director for review.

House Officers shall have a minimum rest period of eight (8) hours between duty periods.

House Officers shall have a minimum rest period of fourteen (14) hours after any shift of 24 or more hours.

The total number of regularly scheduled in-house night calls per year shall not exceed 49.

The Employer and the Union agree to establish a Night Shift Review Committee within 30 days following the ratification of this Agreement. The committee shall consist of representatives from program leadership and at least 4 representatives from the Internal Medicine House Staff.

The Night Shift Review Committee shall aim to meet monthly but no less than every two months to review and discuss night shift schedules, identify challenges, and propose solutions to reduce the number of night shifts required of House Staff. Additional meetings may be convened upon mutual agreement of the parties if urgent issues arise.

During the current Academic Year (June 2024-June 2025), if an IM House Officer is required to work more than 46 nights, they will be paid $150 per additional night. If the Night Shift Review Committee is still in the process of meeting and have not yet found a solution to reduce the number of nights, this provision may be extended by mutual agreement.

Recognizing the on-going study and discussion within the medical community regarding House Officers work hours, the Commission shall comply with the requirements of the respective Residency Review Committees of the Accreditation Council for Graduate Medical Education (ACGME), Massachusetts state legislature, and mandates of governmental regulatory agencies.

All schedules for all CHA rotations for the first three (3) months of internship will be ready and distributed at the beginning of the internship year. Schedules for the first six (6) months will be distributed no later than August 30. The remainder of the year's schedules shall be distributed no later than

September 30. These schedules shall include nights on call and E.R. shifts. The programs will make every effort to finalize and distribute schedules for non-CHA rotations as soon as possible.

Home call for Family Medicine coverage of Everett Hospital may be scheduled more often than every third night; however at-home call must not be so frequent as to preclude rest and reasonable personal time for each House Officer . House Officers taking at-home call must be provided with one day in seven completely free from all educational and clinical responsibilities, averaged over a four-week period. When House Officers are called into the hospital from home, the hours House Officers spend in-house are counted toward the 80-hour limit.

Should volume of calls, either at home or that require travel into the hospital at late hours become large enough to preclude such reasonable rest, the Commission shall meet with the Union to discuss changes to the scheduling of call at Everett that meet the needs of the program and the requirements and spirit of this Article.

If, while on home call, a trip to the hospital should require that a House Officer stay after midnight, that House Officer's schedule shall be altered to be as if in-house, overnight call had been taken (the following day's afternoon clinic shall be cancelled, etc).

Emergency Coverage – Internal Medicine

Emergency understaffing, for the purpose of this Agreement, shall be limited to illness, injury or like-caused absence of regularly scheduled House Officer, including leaves of absence and dismissal. When patient care responsibilities are unusually difficult or prolonged or if unexpected circumstances create House Officer fatigue sufficient to jeopardize patient care, emergency coverage may also be invoked.

There shall be a pre-arranged rotating schedule of House Officers available to fill in during emergency absences according to level of training. A PGY 3 may substitute for a PGY 2 and a PGY 2 may substitute for a PGY 3. Interns will have two tiers of coverage to be invoked as follows:

For an absence during a ward, ICU rotation, or other service rotation, the first tier will be expected to cover all duties of that absent intern, limited to one consecutive week of absence.

The second tier will cover any additional emergency coverage needs. For a non-continuity rotation, these interns will alternate.

No House Officer shall be asked to exceed six (6) emergency overnight calls per year.

Rotations required for Board eligibility in the House Officer's ultimate specialty shall be protected from emergency call coverage in excess of one quarter of that rotation in total.

Unless a "swap" of rotation is arranged earlier, House Officers shall not be pulled for emergency coverage for more than two cumulative weeks (10 days) from elective rotation per year.

Any absence that is anticipated to be or reaches two weeks in duration rises to the level of a serious understaffing situation. It is defined to include, but not be limited to, absence due to prolonged illness, disability, pregnancy, approved leaves of absence, emergency absence, removal from the payroll and or resignation (defined to include situations in which a person accepts appointment and fails to arrive).

Such a serious understaffing situation necessitates another means of coverage than that set out above and must be devised in consultation with the Union. Coverage options shall include emergency on-call pay, rotation swaps, hiring temporary staff, house staff moonlighters and increased attending coverage.

Emergency Coverage Pay: If a House Officer is required and/or agrees to work in excess of their previously scheduled hours for that week as defined in Section B above, then the individual shall be compensated as follows

For a weeknight overnight shift: $250/call.

For a weekend day or holiday day on-call shift: $350/call. House Officers called in for this shift on a holiday shall receive Emergency Coverage Pay in the amount of $350 plus Holiday Pay (1/5 of a week's pay) as provided in Article X (Compensations) Sec. 6 (Holiday Pay).

House Officers called in on a weekend overnight shall receive Emergency Coverage Pay in the amount of $450.

House Officers called in on a Holiday overnight shall receive Emergency Coverage Pay in the amount of $450 plus Holiday Pay (1/5 of a week's pay) as provided in Article X, Sec. 6.

House Officers called in for over four (4) hours above their regular daytime assignment for that day shall receive Emergency Coverage

Pay of $250 for a weeknight shift or $350 for a weekend or holiday shift.

House Officers called in on a weekend day for a partial shift (less than six hours) shall receive Emergency Coverage Pay equal to one-half of the weekend rate ($175).

For the purposes of this Section 1.B:

A "weeknight" shall mean Sunday, Monday, Tuesday, Wednesday or Thursday night.

A "weekend day shift" shall mean a shift that begins on a Saturday or Sunday between 7:00 a.m. and 7:00 p.m. and ends on that same day.

A "weekend overnight shift" is a shift that begins on either a Friday or a Saturday and ends on the next day.

Back-Up Call (Jeopardy 2).

In the event that a House Officer is unable to work due to illness, injury, or other unforeseen emergency, an evaluation is done (by chief residents) to determine if emergency understaffing is possible. If the patient volume or acuity in the hospital necessitates calling in emergency coverage and House Officers are called in from pre-assigned "Jeopardy" rotations, a second back-up call (emergency coverage or "Jeopardy 2") system for Internal Medicine PGY2 and PGY3 House Officers may be assigned.

A first-tier ("Jeopardy 1" emergency coverage) for PGY2/PGY3 shall already be pre-arranged as described in Article XV Section 1.

In the event of an anticipated prolonged sick call-out (COVID or more serious illness or injury), necessitating the use of the Jeopardy 1 coverage, chief residents will assign "Jeopardy 2" coverage from among the House Officers on their ambulatory rotations in accordance with program guidelines.

House Officers will be paid $100 base pay per assigned Jeopardy 2 coverage day, regardless of whether or not they are called-in to work.

House Officers called in from Jeopardy 2 for a weekday will be paid $100.

House Officers called in on a night, weekend or holiday are paid for the additional shift at the same rates as Jeopardy 1.

c. Emergency Coverage – Family Medicine

There shall be a pre-arranged rotating schedule of Family Medicine House Officers on "Float" available to fill in during emergency absence of another House Officers. Float may be called to cover night clinic, weekend clinic, or the in-patient service.

Emergency Coverage Pay: If a House Officer is required to work in excess of his or her previously scheduled hours, or voluntarily agrees to do so, then that individual shall be compensated as follows:

For a weeknight home call shift where the House Officer is not called into the hospital: $150/call.

For a weekend home call shift where the House Officer is not called into the hospital: $250/call.

For weeknight home call shift where the House Officer is called into the hospital, or any other form of on-site duty in excess of his/her previously scheduled hours for the week: $250 call.

For weekend home call shift where the House Officer is called into the hospital, or any other form of on-site duty in excess of his/her previously scheduled hours for the week: $350 for day shift, or $450 for a night shift.

For evening work in excess of the House Officer's regular daytime assignment, such as evening clinic, the House Officer shall be compensated at a rate of $65/hour, reported in half hour increments.

House Officers called in a weekend day for a partial shift (less than six hours) shall receive emergency coverage pay equal to one-half of the weekend rate or $175 or $225 for a night partial shift.

For the purposes of this Section 1.C:

A "weeknight" shall mean Sunday, Monday, Tuesday, Wednesday or Thursday night.

A "weekend home call shift" shall mean a shift that occurs between 7:00 p.m. Friday and 7:00 p.m. Sunday.

A "day shift" shall mean a shift that begins between 7:00 a.m. and 7:00 p.m.

A "night shift" shall mean a shift that begins between 7:00 p.m. and 7:00 a.m.

Continuity Deliveries: A House Officer who is required to come into work during a vacation or personal day for continuity deliveries will be given a

compensation day(s) to make up for that time. If a House Officer is required to come in on a weekend, holiday, or other day off and must remain in the hospital for more than 4 hours, then that House Officer will be given a compensation day. Compensation days shall be scheduled within 90 days of the delivery shift(s) when possible. If a compensation day is not scheduled within 90 days, or if the House Officer has completed his/her year without receiving his/her compensation day, then the House Officer will receive 1/5 of one week's pay for each day spent on the continuity delivery. House Officers required to work past midnight (when not previously scheduled) for continuity deliveries will be relieved of clinical responsibilities the following afternoon.

Understaffing Situation: A serious understaffing situation is defined to include, but not be limited to, absence due to prolonged illness, disability, pregnancy, approved leaves of absence, emergency absence, removal from the payroll and or resignation (defined to include situations in which a person accepts appointment and fails to arrive).

Such a serious understaffing situation necessitates another means of coverage than that set out above and must be devised in consultation with the Union. Coverage options shall include emergency on-call pay, rotation swaps, hiring temporary staff, house staff moonlighters and increased attending coverage.

d. Moonlighting

The Commission and CIR recognize that moonlighting is an important educational and financial resource for qualified House Officers, and that it must be balanced with the economic needs of the Commission, patient safety, and duty hour restrictions.

The Commission and CIR agree to the following regarding moonlighting programs that are not described elsewhere in this agreement:

The Emergency Department Moonlighting program will continue until June 30th, 2010. On July 1st, 2010, the program will be terminated, and the Commission will not fill those shifts with any new staff. If the Commission decides that these shifts are ultimately necessary, then the Commission will restart the program giving first priority to House Officers at a rate no less than $70 per hour.

The Commission agrees to meet with CIR to discuss potential moonlighting opportunities for House Officers and to standardize a system for publicizing moonlighting opportunities.

Family Medicine House Officers shall continue to be able to participate in the Everett inpatient psychiatry weekend moonlighting program under current conditions as of November 2007, with a minimum rate of $50.00 per patient.

Section 2. Podiatry

Scheduled Hours

Twenty-four (24) hour a day coverage is available by the Podiatry House Officer On-Call for the Emergency Department. The Podiatry House Officer On-Call is to be in-house until at least 6:00 pm each weeknight. After 6:00 pm and on weekends, call may be taken from home if response time is less than 20 minutes to the hospital.

No Podiatric House Officer shall be on-call more than eight (8) nights per month. There shall be a back-up call schedule consistent with House Officers coverage on a weekly basis.

A Podiatry House Officer shall be in the Emergency Department for a total of 4 months out of the year from 12:00 pm to 9:00 pm, Monday through Friday as part of their Emergency Medicine Rotation. On months when the Podiatry House Officer is not in the Emergency Department, coverage shall be as described in subsection 1 above.

The Podiatry House Officer shall not be required to take call while on outside rotations if the call interferes with the required Podiatry Emergency Department call schedule.

Moonlighting

Management has the right of approval for all moonlighting shifts. A Podiatric House Officer can be denied approval for moonlighting for just cause reasons only.

Emergency Coverage Pay

In the event that a Podiatry House Officer is called in to serve as 1st Assist in the Operating Room for non foot and ankle surgery, the House Officer shall be compensated at the rate of $50 per hour.

Should a Podiatry House Officer be absent for more than two (2) consecutive weeks due to an unplanned leave of absence, all Podiatry House Officers required to cover on call duties for the absent colleague shall be paid $50 per call shift for the duration of the absence over and above four (4) weeks. A shift shall be defined as a 12-hour period of call coverage. Extra shifts shall not be paid in the event a residency spot does not fill in the Match.

A serious understaffing situation is defined to include, but not be limited to, absence due to prolonged illness, disability, pregnancy, approved leaves of absence, emergency absence, removal from the payroll and or resignation

(defined to include situations in which a person accepts appointment and fails to arrive).

Such a serious understaffing situation necessitates another means of coverage than that set out above and must be devised in consultation with the Union. Coverage options shall include emergency on-call pay, rotation swaps, hiring temporary staff, house staff moonlighters and increased attending coverage.

Section 3. Adult Psychiatry

a. Scheduled Hours

No Psychiatric House Officer shall be required to work more than thirty (30) on call shifts per year. No House Officer shall be required to work more than ten (10) shifts per quarter. Scheduling on call shifts is the responsibility of the House Officers. The House Officers will also administer the sick call coverage system. For each on call shift, there shall be a House Officer identified on the schedule as a back-up who will cover for the House Officer on call if the House Officer on call cannot cover such shift by reason of illness. All schedules for on-call duties shall cover one quarter of a calendar year, shall be distributed at least two (2) weeks prior to the start of that quarter, and shall be approved by the Program Training Director.

On call hours are defined as follows:

Friday PM to Saturday AM	5:00 pm to 8:45 am
Saturday AM to Sunday AM	8:45 am to 8:45 am
Sunday AM to Monday AM	8:45 am to 8:30 am
Shifts ending Tuesday-Friday AM	5:00 pm to 8:30 am
Holidays (if the next day is a weekday)	8:45 am to 8:30 am
Holidays (if the next day is a weekend day)	8:45 am to 8:45 am

Continuous on-site duty for all PGY 2 and PGY 3 services must not exceed 24 consecutive hours. House Officers may remain on duty for up to four (4) additional hours to participate in didactic activities, transfer care of patients and maintain continuity of medical care. No new patients may be accepted after 24 hours of continuous duty. The Cahill 4 House Officer will not be required to round or write notes on his/her inpatients. House Officers will not be required to work post-call at Cahill 4, the Lemuel Shattuck Hospital, the Everett Hospital campus, outpatient services, CL outpatient clinic, CL inpatient service, or PES. PGY 2 and PGY 3 House Officers are not required to see outpatients on post call

days. Should a new rotation be developed for the PGY 2 House Officers, they will not be required to see patients or attend to clinical duties post-call.

For patients admitted to the service of a post call House Officer on Cahill 4, the admission will be completed as per the current daytime protocol. Coverage of Cahill 4 House Officer's patients will be provided by other members of the House Officer's inpatient teams, including the attending psychiatrist. Under ordinary circumstances, no other House Officer will be asked to provide coverage for the post-call House Officer.

House Officers will work with the scheduler and, if necessary, the department, to arrange call in such a way as to maximize the training experience, to fulfill service expectations and to complete competencies required by the training program. This may vary by rotation, and prioritization will be negotiated by the training and service directors.

House Officers will not be required to attend educational conferences and Wednesday didactics on post-call days.

b. Duty and Role of the House Officer On-Call

The House Officer On-Call is responsible for providing (a) physician coverage in the Psychiatric Emergency Service, and Cambridge Hospital campus inpatient psychiatric units and (b) providing emergency psychiatric consultation service to all Cambridge Hospital campus inpatient units, and the Cambridge Hospital campus emergency department and (c) triaging tasks appropriately so as to provide optimal patient care and consultation to the inpatient units and emergency department.

If the Commission plans to expand the number of psychiatric units or beds in the Cambridge Hospital campus the parties shall meet to discuss the impact.

On weekends and holidays, the On-Call House Officer rounds on patients in Cahill 4 under advisement from the Senior On-Call physician (Senior On-Call). If, during this time, coverage is needed in the PES or elsewhere on the Cambridge Hospital campus, the House Officer on call or the Senior On-Call will determine in accordance with program guidelines, whether to call a Back-Up House Officer for such coverage based on their assessment of the situation requiring such coverage and the then situation on the inpatient units, emergency department and the medical service.

Psychiatric Emergency Service (PES): The House Officer On-Call:

- Reviews the care and disposition of all patients who are seen in the ED before they are discharged, evaluates and completes appropriate documentation for all patients who are admitted, performs appropriate medical assessments (including histories and physicals when indicated), provides psychiatric consults to the Cambridge Hospital campus medical Emergency Department,and decides, in accordance with program guidelines around when to call the Back-Up.
- Provides clinical review for all referrals through central intake for direct admission.
- Consults the attending psychiatrist or Senior On-Call for all patients assessed to be high risk or when there is a disagreement with other clinical staff about treatment.
- The House Officer On-Call does not routinely draw blood or obtain vital signs.

Inpatient Units. The House Officer On-Call:

- Assesses patients at admission, confers with staff, writes orders, completes medication reconciliation and develops an initial treatment plan for all admissions.
- Responds to restraints and calls in a timely fashion and provides the services as needed.
- Responds to restraints within one hour and completes all relevant paperwork.
- Responds to calls from the units in a timely fashion and provides services to the units as needed.
- Provides emergency psychiatric consultation to the medical, surgical, and obstetric units with review by the Senior On-Call physician of all such emergency consults.

On-Call Training. Before House Officers begin serving as House Officers On-Call, the Commission will provide them training on this duty. Such training will include, among other things, thresholds and considerations for when to call in a moonlighter, scope of work, decision-making, and prioritization. The Commission will also provide such training to those House Officers who will be starting their PGY 3 year in 2010.

Psychiatry House Officers at the PGY 4 level or above shall not take on-call shifts, unless an agreement is worked out between the parties, in collaboration with the CIR. Psychiatry House Officers at the PGY 4 level or above shall provide adult Senior On-Call coverage for one week twice each academic year. Responsibilities include phone availability for consultation around adult care to on-call House Officers, and weekend rounds on the Cahill 4 units and other duties performed by the Senior On-Call.

A serious understaffing situation occurs when an absence or combination of absences of House Officers (whatever the reason) or decrease in the number of

PGY2s (whether resulting from resignation, a person failing to arrive after accepting an appointment or otherwise) necessitates significant alteration to the on-call schedule or duty hours and will result in the number of on-call shifts per active House Officers increasing to more than ten (10) per quarter. Active House Officers are those who are not on leave for any reason or on remediation which precludes their taking call as determined by the Program Director.

Such a serious understaffing situation necessitates another means of coverage that must be devised in consultation with the Union. Coverage options shall include, but not be limited to, emergency on-call pay, rotation swaps, hiring temporary staff, house staff moonlighters, emergency coverage compensation pay for House Officers and increased attending coverage.

c. Back-Up Call

The parties agree that if CHA wants to make any changes to the current MOA regarding First and Second Back-Up, they will provide a minimum of 30 days notice and will meet and bargain.

d. Everett Coverage

If the Commission determines that providing weeknight evening/night coverage at its Everett Hospital campus by means other than having attending physicians provide such coverage is appropriate, the Commission shall notify the CIR, and the parties shall negotiate in good faith whether members of the CIR would provide some or all of such coverage and the terms on which they would do so.

Section 4. Fellows in Child & Adolescent Psychiatry

a. Scheduled Hours

These vary according to the clinical site at which the Fellow is working, but should be in accordance with ACGME guidelines, and any new guidelines recommended by state and federal governmental regulatory agencies. Additionally, regarding the fellows' outpatient caseloads, expectations and limitations around the hours of service obligations shall be made explicit in a written description to be made available to all fellows at the beginning of each year. Any problems that may arise from these hours being exceeded in a way that compromises quality of care or patient safety may be addressed at the Joint Labor Management Committee.

b. Call Coverage

Fellows will provide call coverage for one week at a time, for no more than seven weeks per year. Call duty provided by fellows consists of:

Back up consultation to the Psychiatrist On-Call in the Psychiatric Emergency Service (PES) between the hours of 5:00 pm and 8:30 am, and 24/7 on weekends and holidays, as well as to the Psychiatric Provider On-Call to the Child, Adolescent and Neurodevelopmental Psychiatry Inpatient Units as well as to the Behavioral Health Urgent Care Services. Backup-call coverage to the psychiatrist will be by telephone, on an as-needed basis. However, an on-site clinical assessment by the Fellow will be required in the case of any child under the age of 12 whose clinical presentation and disposition cannot be adequately assessed by the Psychiatrist On-Call and the fellow.

Rounding on the Child, Adolescent and Neurodevelopmental inpatient units on weekends and holidays during the fellow's week of call will be conducted as follows:

a) Fellows will conduct clinical rounds in conjunction with a staff-level child and adolescent psychiatrist.

b) In all cases the Fellow will function under the direct supervision of the Chief of Service and/or a Child and Adolescent Senior Attending. A Child and Adolescent Senior Attending must be on-call daily for supervision and backup consultation to the Child Fellow providing on-call consultation to the PES, Behavioral Health Urgent Care Services, and Child, Adolescent, and Inpatient units. A schedule of Child and Adolescent Senior Attendings shall be made available at the same time as the Fellows' schedule, and the schedule (with phone numbers necessary to contact all those scheduled) will be posted in the PES. Should an attending be unavailable, the on-call fellow should call the division chief.

c. High Risk and Under 18 Patients Generally. The House Officer On-Call will consult with the appropriate person in accordance with the department/training program guidelines/instruction. Care provided to all patients under the age of 18 will be reviewed with the Inpatient On-Call Attending during weekdays (8:30am -5:00pm), and the Child Psychiatry Fellow On-Call during overnight hours (5:00pm - 8:30am), weekends (day and night) and holidays (day and night).

ARTICLE XVI WORKING CONDITIONS

Section 1. Sleeping Areas House Officers shall be provided with adequate 24 hour/7days a week dedicated sleeping areas located in the main hospital building, including a bed for each

House Officer On-Call, with no more than one person per room on any night. Each room shall have an adequate supply of sheets, pillows, pillowcases, blankets and towels provided, as well as bedside lights, desk and chair, and a working telephone. On-Call rooms shall be adequately ventilated, heated in the winter and air conditioned in the summer.

Medical service shall be provided with five (5) rooms.

Psychiatry service shall be provided with one (1) such room.

Podiatry service shall be provided with one (1) such room.

Family Medicine shall be provided with one (1) such room at Cambridge Hospital, and two (2) such rooms at Everett Hospital.

All on-call suites shall have a lounge/conference room space with two computers, a printer, and clean and well-stocked shower facilities with at least one bathroom/shower for every three (3) to four (4) House Officers. One bathroom/shower must be accessible conforming to ADA standards. A kitchen area with refrigerator, sink and microwave shall also be provided for each on-call suite. All call suites shall be adequately insulated to prevent noise disruption from patient care areas overnight, and shall be available 24 hours a day/ 7 days a week. All facilities shall be maintained with adequate housekeeping and clean linens.

Section 2. Text Pagers shall be provided to all House Officers participating in ongoing care of patients, subject to the recommendation and approval of the respective Chief of Service. Family Medicine House Officers shall be given smartphones instead of text pagers.

Section 3. Medical Textbooks Medical Textbooks will be made available on-site for use at Cambridge Hospital, Somerville Hospital, Central Street Health Center or any other primary training site.

Section 4. Licensing Examination Reimbursement The Commission shall fully reimburse the exam fee cost prospectively from the date of ratification of this contract, for the term of the contract, up to $1,000 for House Officers taking the USMLE Step 3, NBPME Part 3, or COMLEX Level 3 exam in each contract year and annually thereafter. The Commission will reimburse up to $550 to all Dental residents for Federal Drug Enforcement Agency registrations.

Section 5. Learning Center There shall be a medical library equipped with current texts, journals and on-line educational materials, accessible to House Officers 24 hours a day/7 days a week at Cambridge Hospital, Central Street Health Center, Malden, Everett Hospital or any other primary training site. The electronic resources shall be made accessible via remote log-in via the internet.

Section 6. Scavenging Systems/Operating Rooms An adequate scavenging system shall be maintained in each operating room. The adequacy of such system shall be determined by the annual monitoring of anesthetic gasses under the direction of the Chief of the Department of Anesthesiology and Respiratory Care, and the results thereof, will be made available to CIR.

Section 7. Locker Space Locked, secure space shall be provided for House Officers at all Cambridge Health facilities where they are routinely assigned.

Section 8. Telephone Messages There shall be a mechanism whereby telephone messages shall be communicated or held for all House Officers.

Section 9. Bike Rack There shall be a covered, secure bike rack with sufficient space, provided at Cambridge Hospital, Somerville Hospital, Central Street Health Center or any other primary training site.

Section 10. Crash Carts Cahill 3 and Cahill 4 shall each be provided with a fully equipped "crash cart" to be located on each of their respective floors. In addition, a fully equipped and functional EKG machine shall be located on Cahill 3 and Cahill 4.

Section 11. Telephones/Outside Lines Telephones with outside lines shall be available in all psychiatric House Officers' OPD offices and in OPD interview rooms used by House Officers on a regular basis in all CHA facilities where House Officers routinely are assigned.

Section 12. Security Coverage The Commission shall provide adequate security coverage for House Officers using the psychiatric OPD building, regular patrols of the OPD building and the installation of panic buttons in all Psychiatric Out-Patient Interview rooms.

Section 13. De-escalation Training The Commission will endeavor to provide De-escalation training for all House Staff prior to any shift in a locked patient area or in the ED. Additionally, the Commission and the Union will meet within 60 days of ratification of this 2024 agreement to explore reasonable and effective self-defense training for House Officers. Reasonable paid release time and mutually agreed to training costs shall be paid for by the Commission for each House Staff that participates in an approved training.

Section 14. Work Space The Alliance and CIR both recognize the importance of adequate work space for House Officers and the importance of ensuring adequate facilities for sign-out and patient communication that protect patient privacy, as well as House Officer safety. The parties will convene a working group of management and CIR to reassess space use, if needed, every four months. These meetings will review whether all primary training locations measure against the stipulated terms below as well as review whether work space opportunities exist beyond the terms of the contract.

a. Fellows in Child & Adolescent Psychiatry

Outpatient Office Space/Furnishings – ACGME program requirements state "Ample office space with readily accessible play materials must be available for each House Officer ." The Commission will provide Fellows in Child and Adolescent Psychiatry with such space and furnishings. Adequate furnishings for this space shall be defined as having at least three chairs, a table, a desk

with drawers that lock for private patient information, a doll house, and a uniform set of toys. In addition:

a) Ample office space shall be defined as six (6) therapy offices reserved for the exclusive use of the Fellows each day between the hours of 12:00 pm and 9:00 pm or as determined by the child and adolescent fellows at the beginning of the training year.

b) Scheduling of these therapy offices for these defined hours shall be determined and managed by the Residency Training Program in order to minimize scheduling conflicts produced by any of the required changes to fellows' schedules throughout the year. Given the importance of providing patients with a maximum level of consistency, the Residency Training Program shall make every effort to schedule Fellows in the same office.

c) When CHA converts to an electronic medical records system, each office space shall be equipped with a computer so that charting can be completed in a timely fashion after each visit.

Fellows Office - There shall be one (1) secured office in the Macht Building devoted to providing a workspace and storage office for the Fellows only. This space shall have at least five (5) workstations, telephone lines, and computer terminals, and enough locked storage space for each Fellow's patient-sensitive paperwork and personal effects.

Inpatient Space - While rotating through the Child, Adolescent and Neurodevelopmental inpatient units, every effort shall be made to provide some consistent workspace for the Fellow, as well as some locked storage space.

In order to comply with ACGME requirements for basic teaching aids, the residency training program shall create a space with a two-way mirror in whatever site the Fellows are assigned for the bulk of their outpatient requirement.

b. Adult Psychiatry

1. Adequate work space and furnishings shall be provided for the House Officers.

A minimum of six (6) offices at the Central Street building and six (6) offices at the Macht building shall be reserved for the first priority use by House Officers. Psychiatry House Officers shall manage scheduling the use of these offices by House Officers, independent from the reservation process used for other office

space. If these offices are not fully-booked, the Outpatient Coordinator will coordinate with the Residency Training Program regarding the use of unused office space by non-House Staff on an as-needed basis. If House Officer room scheduling comes into conflict with the Commission's centralized scheduling system, House Officer representatives will meet with appropriate CHA administrators to resolve this conflict. Each office includes a desk, two chairs, a clock, and a computer connected to the hospital computer network.

A minimum of one desk, desk chair, and at least one file drawer and locker space per House Officer shall be provided in a secure area where records as well as personal items may be safely stored, as space allows. A phone and a computer connected to the hospital network shall also be provided.

c. Medicine Chief Residents

The Medicine Chief Residents shall be assigned an office in the inpatient facility. The office shall be equipped with two (2) desks and chairs, two (2) computers, and two (2) file cabinets, and shall be large enough to hold meetings of up to five (5) people.

d. Podiatry

The Podiatry House Officers shall be assigned an office large enough to holds six (6) people. This space shall include desk space, at least six (6) chairs, at least five (5) file cabinets, an X-Ray view box, a dry erase board, a TV/VCR, at least four (4) telephone lines, and at least four (4) network computers. Additionally, the Hospital shall provide space for a call room in the event that a House Officer stays overnight in the hospital.

e. Family Medicine

Adequate work space and furnishings shall be provided for the House Officers at all primary training locations:

House Officers shall be provided with priority use of a conference room within the on-call suite at Everett Hospital. Other departments may have use of the room, but must clear room use in advance with the Everett Hospital site administrator or his/her designee.

House Officers shall be provided with two locked rooms at the Malden worksite. The rooms shall have at least a total of one (1) desk with a

chair, one (1) computer and one (1) locked cabinet for each House Officer, with one printer station per room.

Section 15. IV or Technician Coverage The Commission will provide IV & Phlebotomy coverage for Cambridge, Somerville and Everett Hospitals 24 hours a day, 7 days a week.

Section 16. Scrubs and White Coats All Medicine, Family Medicine, Dental and Podiatry House Officers while on-call shall have the right to obtain scrubs. Effective June 23, 2007, the Commission shall provide House Officers in Medicine, Dental, Family Medicine and Podiatry with two (2) white coats with their name embroidered on each coat. These coats will be replaced with two (2) new white coats with their name embroidered on them on a yearly basis. Laundry service shall be provided by the Commission at no cost to the House Officer. If a name-embroidered coat is lost and a House Officer wishes to replace it, they shall do so at their own expense. The Commission will continue to provide, at no charge, white coats without names.

Section 17. On-Call Meals The Commission shall order and stock on a weekly basis a refrigerator (designated for House Officer use only) with a variety of nutritious, fresh, and microwave foods to satisfy the religious and dietary needs of the house staff on call dinner. House Officers are responsible for providing the Commission with a list of such foods to be ordered. House Officers assigned to home call, including House Officers covering Everett Hospital, shall also receive this on-call breakfast and dinner benefit when called in.

The Joint Labor-Management Committee shall determine the yearly on-call dinner food budget, but in no case should this be less than $2,000, divided as follows: $1700 per month for Cambridge Hospital, and $300 per month for Everett Hospital. At the request of either party, the Union and the Alliance shall meet to reevaluate the allocation of these funds between the two facilities in January of any year covered by this agreement, in time to be reallocated as necessary for the following fiscal year.

Should the Commission neglect or be unable to place a weekly order, House Officers on-call shall be reimbursed for dinner ordered into the Hospital, up to a maximum of $15.00 per house officer per night, until such time as the refrigerator is re-stocked. The parties shall determine the process by which this reimbursement takes place.

Section 18. Change of Training Sites The Commission shall notify the Union at least sixty (60) days before any proposed change in training sites outside the geographic proximity of currently utilized venues and must demonstrate the educational benefit for the proposed change. The Everett Hospital campus is an existing training site.

Section 19. Notice and Training for New Unit/s The Commission shall provide at least one (1) month notice to House Officers of any new units within CHA that will be staffed by House Officers and shall provide all House Officers with sufficient training in the new system before it is implemented. This includes sufficient notification of upcoming training sessions, as well as the release from coverage for clinical responsibilities during those times. For the purposes of this section, a new unit is defined as one that has previously not existed.

Section 20. Malpractice Insurance. Work outside the Cambridge Health Alliance: As of January 1, 2000, all House Officers performing rotations at institutions other than the Cambridge Health Alliance (CHA) shall be covered for malpractice by the Controlled Risk Insurance Company (CRICO) at a level of $5 million per claim and $10 million per year for all claims.

Volunteer Work and Work outside U.S. and Canada: Volunteer work is covered by malpractice insurance by CRICO if (1) the work is sponsored by CHA and (2) CHA has notified CRICO in advance of the specific work.

Work outside the United States and Canada is covered by malpractice insurance by CRICO if (1) the work is sponsored by CHA, such as an approved rotation, and (2) CHA has notified CRICO in advance of the specific work.

In both cases, House Officers shall contact the CHA Professional Services Corporation as far in advance of the date they intend to work as possible.

Moonlighting at CHA Facilities: All House Officers moonlighting at Cambridge Alliance facilities are indemnified/insured in the same manner as they are for any other work performed for the CHA, and which is done at the direction of and under the auspices of a Cambridge Hospital House Officer Training Program.

Moonlighting At Facilities Outside CHA: All PYG 3 House Officers and above who are moonlighting at facilities other than the CHA are covered by CRICO for malpractice as long as the proper moonlighting application has been submitted and signed by the Department Chair. All PGY 2 House Officers who wish to moonlight at facilities other than the Cambridge Health Alliance shall be covered for malpractice by an individual ProMutual limited moonlighting malpractice policy purchased by the Alliance, as agreed to in the current CPHC-CIR contract.

Continuity of Malpractice Coverage: All malpractice claims filed prior to January 28, 2000 for work performed outside Cambridge Health Alliance facilities as part of the House Officers' residency training or while moonlighting, will be the responsibility of the prior malpractice insurer, ProMutual.

All malpractice claims filed on or after January 28, 2000, for work performed outside Cambridge Health Alliance facilities as part of the House Officers' residency training or while moonlighting, will be the responsibility of CRICO, even if the claim relates to an incident that occurred while the ProMutual policy was in effect.

ARTICLE XVII DISCIPLINE

Section 1. Just Cause No House Officer shall be disciplined or discharged except for just cause. The House Officer shall be given written notice of any disciplinary action to be taken against him, to include a description of the disciplinary action taken or contemplated and a full

description of the reasons for such action. Such notice shall be given as soon as possible, but in no event later than three (3) days after the disciplinary action.

Section 2. Alleged Administrative Misconduct Matters of alleged administrative misconduct as they appear on the face of the notice to the House Officer shall be subject to the grievance and arbitration procedures under Article III and IV of this Agreement. Matters of alleged professional misconduct based on issues of clinical performance or competence as they appear on the face of the notice to the House Officer shall not be subject to the grievance and arbitration procedure under Articles III and IV of this Agreement, but shall be subject to the following procedure:

a. The affected House Officer shall have the right to a full hearing with his/her Chief of Service or their designee (who, for the purposes of this Article, must be a physician) within three (3) days of notice of disciplinary action in order to review or reconsider the disciplinary action. The final decision of the Chief of Service or his/her designee must be given within two (2) days of the hearing. The decision of the Chief of Service or his/her designee shall become final unless appealed in writing within one (1) week as provided below.

b. If the dispute is not resolved with the Chief of Service or his/her designee to the satisfaction of the House Officer, the House Officer shall have the right to further review as follows:
The President of the Medical Staff, within three (3) days of the written request of the House Officer, shall convene a Review Board to review the disciplinary action. Such a Review Board shall be composed of an equal number of House Officers and attending staff, with no fewer than six total members. Members of the Board shall be selected as follows:

The President shall select the staff members of the Board. The Chief of Service of the department involved shall not select the attending staff to participate on the Board and members of the attending staff who participated in the original decision to discipline shall not serve. The Union shall select the House Officer members of the board. Each board shall be constituted on an ad hoc basis when the need arises. The Review Board shall meet within one week of the time of its organization, and shall reach a final decision in the form of a written statement within one week of its initial meeting. The affected House Officer shall be informed of each and every meeting of the Board and shall have the right to be present at all board meetings and to present his/her case before the Board. A majority vote of the Board shall be necessary to overturn the disciplinary action under review.

c. In the event of a tie vote of the Board, the following tripartite review panel shall be convened:

The President of the Medical Staff and the Union shall each select a physician member of the panel from outside of the hospital, or the Cambridge Public Health

Commission. The two panel members so selected shall in turn select a third physician member. The panel shall be selected within one week of the tie vote of the Review Board. The panel shall proceed forthwith to hear and review the evidence presented to it by the parties. Each party shall be given full opportunity to present evidence and examine and cross examine witnesses. The panel shall render a decision within one week from the close of its proceedings.

ARTICLE XVIII INDIVIDUAL CONTRACTS

Section 1. Appointment Offers and Conditional Renewals All offers of appointment made to returning House Officers for positions commencing on or about July 1 of the next fiscal year shall be issued in writing by the Chief Executive Officer or the Chief Medical Officer, (or if there is no Chief Medical Officer, the Chief Medical Quality Officer) or their designees. To be effective, all offers of appointment must be in writing. The Program will make every effort to make offers of reappointment by December 15, of the year prior to the beginning of the reappointment period. This notification date may be extended as reasonably necessary by the Program where the House Officer has taken a leave of absence for thirty (30) or more days. Any House Officer who is not renewed shall be notified in writing.

House Officers shall not be required to sign the offer of reappointment until January 2 or 15 days after receiving the offer, whichever is later. All offers of reappointment must clearly state in the text of the offer that signing the letter of reappointment is a binding bilateral agreement. Any House Officer who wishes to dispute a contract non-renewal shall have access to the due process procedures set out in Article XVII (Discipline).

In the exceptional case where a department needs additional time to decide whether or not to renew a specific House Officer, the House Officer shall be given a "conditional renewal" in writing in a meeting with the Program Director or their designee. The department shall notify the GME office of any House Officer receiving a conditional renewal and provide a copy of any conditional renewal to the GME office. The GME office shall then notify the Union of the name and department of any House Officer receiving a conditional offer. The conditional renewal shall specify what aspects of the individual House Officer's performance must improve in order for his/her contract to be renewed, a remediation plan for improving performance, a plan for monitoring and review of this performance improvement and a date, no later than March 15, where the department shall inform the House Officer of its decision relative to reappointment. The House Officer may request a second meeting with their Program Director to review the terms of the conditional renewal. The House Officer shall be able to bring a representative of the Union to this second meeting.

With the exception of offers delayed by leaves of absence of 30 days or more, all offers of reappointment, conditional renewal or notification of non-renewal shall be made to all House Officers within a specific department/program within a five (5) working day period. For House

Officers entering a program after December 31, offers of reappointment, or conditional renewal, and notification of non-renewal shall be made by April 1 of the year of the reappointment period.

Section 2. Binding Bilateral Commitment All offers, once executed, shall represent a binding bilateral commitment between the Cambridge Public Health Commission and the individual House Officer for an appointment to a position on or about July 1 of the next fiscal year, except where circumstances beyond the control of the Cambridge Public Health Commission render it impossible to meet the commitment. "Circumstances beyond the control of the Cambridge Public Health Commission" shall be limited to loss of Joint Commission for Accreditation of Hospitals (JCAH) accreditation of Cambridge Hospital, revocation of State license, Acts of God, and/or default by the Commission, loss of certification of a teaching program, denial of the certificate of need from State Department of Public Health.

Section 3. Appointments/Construed To Mean All offers of appointment shall be construed to mean that a House Officer shall be appointed to a position effective on or about July 1 of the next fiscal year, at which time, the House Officer shall become subject to whatever rights and obligations have been negotiated by the Union for that fiscal year and said House Officer shall have no further actionable rights under the offers of appointment.

Section 4. Termination For Just Cause If, during the fiscal year in which the offer of appointment is made, a House Officer is terminated for just cause, the offer of appointment shall be void and of no force and effect.

Section 5. Individual Contracts Each House Officer shall receive, prior to their employment and every year after that, a written individual contract not inconsistent with the provisions of this Agreement, which shall set forth specific commitments to the individual House Officer in terms of:

term of appointment
job title
salary
health insurance (including dental and visual)
disability insurance
malpractice insurance
Division of Podiatry Policies and Procedures (Podiatric House Officers only)
The Committee of Interns and Residents/SEIU as the exclusive bargaining agent for terms and conditions of employment

ARTICLE XIX VACATION LEAVE

Section 1. Allowances Persons covered by this Agreement shall be granted four (4) weeks of vacation with pay, except in those departments in which specialty board certification requires more than forty-eight (48) weeks of active duty during a calendar year. In such cases of specialty board certification, the employee shall receive an additional week's pay in lieu of a week of vacation time. Podiatric House Officers shall receive 2 weeks of vacation with pay and 2 weeks of additional pay in lieu of 2 weeks of vacation time.

Section 2. Definition "Vacation Week" For the purpose of this Article, a vacation week shall consist of seven (7) consecutive days off.

ARTICLE XX SICK LEAVE

Section 1: All House Officers shall be granted sick leave, without loss of pay, in the amount of fifteen (15) days a year for absence caused by illness or injury to the employee or to attend to the illness or injury of a member of the family within the House Officer's household. Unused sick leave may be accrued from year to year and may be used for any of the leaves of absence described in Article XXI (Leaves of Absence).

Section 2: A House Officer who, at the discretion of their training director, has not satisfied the requirements of the training program due to sick leave usage or a Leave of Absence may be required to make up time at the end of their residency and may be required to extend their residency end date. Should a department require a House Officer to complete missed requirements, the Commission shall compensate the House Officer at their current PGY level and provide malpractice coverage and all other applicable benefits. Said House Officer's schedule will be arranged to complete accreditation and board eligibility requirements as quickly as possible. Accreditation and Board eligibility requirements will be provided to affected House Staff by their Program Directors.

ARTICLE XXI LEAVES OF ABSENCE

The Commission and the Union recognize that leaves of absence present unique and often confusing circumstances for House Officers and their Programs. House Officers requesting a leave are strongly advised to closely review this Article and request clarification from the Union and/or their Program Director if needed.

This Article covers personal leave, medical leave, parental leave, bereavement leave, personal days and FMLA leave. All forms of leave except personal days are unpaid; however, House Officers may apply accrued sick and/or vacation time and/or utilize disability insurance to make the leave paid, if applicable. House Officers wishing to utilize their disability benefits should contact the Union directly for information and the application.

All leaves in this Article may have accreditation and board eligibility ramifications. See section 6 for specifics. In order to ensure House Officers understand the impact of their leave on their training requirements as well as to ensure that all leaves are coded accurately, Program Directors will provide and review the GMEC approved Leave Planning Policy document with House Officers in their respective programs upon notification of the need for a leave.

Section 1. Personal Leave Upon reasonable justification submitted in writing to the Chief of Service, the Chief Executive Officer or his designee may grant a House Officer a personal leave

of absence for a period of time not to exceed one (1) year. At the end of the leave of absence, the House Officer may be reinstated to his/her former position and department.

Section 2. Medical Leave House Officers who require a leave due to a serious health condition that prevents them from performing their duties, or the serious health condition of the House Officer's spouse, child or parent for which the House Officer is needed to provide care, may take an unpaid medical leave of up to twelve (12) weeks, in accordance with the Family and Medical Leave Act (FMLA). House Officers can be required by the employer to use any applicable accrued benefit time during FMLA leave as permitted by FMLA. Upon the expiration of said leave, the employee shall be reinstated to his or her former position and department. Failure to return to work upon expiration of said leave will result in termination unless the House Officer had received a written extension thereto prior to the expiration date. During an FMLA leave of absence, the Commission will continue to pay for the cost of the disabled House Officer's health, dental, visual and disability insurance in accordance with contribution rates defined in this Agreement.

Section 3. Parental Leave

A House Officer who gives birth or assumes primary care of a newborn or adopted child in his or her immediate household will be granted a leave of absence without pay for a period of up to six (6) months on or about the date of delivery or adoption. House Officers may apply accrued sick and/or vacation time and/or utilize short term disability to make this a paid leave, without exceeding 100% of a regular, base pay. Upon the expiration of said leave, the employee shall be reinstated to their former position and department. Failure to return to work upon expiration of said leave will result in termination unless the House Officer had received a written extension thereto prior to the expiration date.

House Officers who do not meet the requirements for leave under Section A are entitled to fourteen (14) days parental leave in order to attend the birth, adoption, or care of a child in the employee's immediate household. These days shall be deducted from House Officer's unused sick leave. If the House Officer has not accrued sufficient sick leave to make their parental leave paid, the House officer may choose to either take unpaid leave or utilize vacation time for the remaining period of the leave.

During a parental leave of absence, the Commission will continue to pay for the cost of the disabled House Officer's health, dental, visual, and disability insurance in accordance with contribution rates defined in this Agreement.

Disabilities connected with childbirth and pregnancy must receive treatment at least as favorable as that accorded to other disabilities.

House Officers must be allowed time off for medically indicated doctor's visits.

While each particular department and each House Officer is different and therefore specific rules for every situation cannot be developed, the following options must be

considered in developing a mutually acceptable program, with consideration to accreditation and board requirements, for an individual House Officer who is temporarily and partially disabled.

Rescheduling to less taxing rotations or electives.

Relief from some night call by, for example, hiring moonlighters using the sick call pay pool.

Use of paid sick leave.

Relief from exposures to and guidance concerning certain radiation, chemicals, diseases and hazards.

Flexible rescheduling of vacation time.

Part-time residencies and extended leaves of absence, at the request of the affected House Officer.

Section 4. Return To Work Notification House Officers returning from any of the leave times specified above shall notify their Department when they intend to return to work at least two (2) weeks prior thereto.

Section 5. Child Care Resource The Commission shall provide a child care resource and referral program through the Child Care Resource Center or any other appropriate Child Care Agency for employees.

Section 6. Accreditation and Board Eligibility Requirements The provisions herein are not intended to alter responsibilities and obligations stipulated by accreditation or board certification oversight bodies. Failure to meet the required time for completion of the program may affect the eligibility of the House Officer to take the Specialty Board. House Officers returning from any leave under this Article may be required to complete missed clinical and educational requirements in order to become board eligible. Should a department require a House Officer to complete missed requirements, the Commission shall compensate the House Officer at his/her current PGY level and provide malpractice coverage and all other applicable benefits. Said House Officer's schedule will be arranged to complete accreditation and board eligibility requirements as quickly as possible. When feasible, such a plan must be agreed to at least two (2) months in advance of the expected date on which the leave is scheduled to begin. Accreditation and Board eligibility requirements will be provided to affected House Staff by their Program Directors.

Section 7. Bereavement Leave

a. House Officers will be granted a leave of absence with pay for not more than five (5) calendar days on account the death of a spouse or child; three (3) calendar days on account of the death of a parent, sibling, child-in-law, parent-in-law, grandparent

or grandchild whether such relative was a member of the employee's household or not. Pay for absence not to exceed three (3) calendar days will also be allowed on account of the death of any relative who was a permanent member of the employee's household or of any other person with whom said employee made his or her home.

b. Other Bereavement Allowances: Employees, as defined in Section 1, also will be paid full salary for absence not to exceed one (1) day to attend the funeral of a first cousin, sibling-in-law, aunt, uncle, nephew or niece, spouse's grandparent, sibling-in-law.

c. If additional time off is needed for either subsection a or b of this section, the House Officer may make use of his/her accrued sick leave, subject to the approval of the Program Director.

Section 8. Personal Days Each House Officer shall be entitled to two (2) personal days per year, paid by applying a portion of his/her sick time benefit, as described in Article XX (Sick Leave). Personal days do not accrue from year to year and are subject to the approval of the Program Director. The House Officer shall make every effort to schedule the taking of a Personal Day at least three (3) weeks prior to the day requested and in no case will such personal day:

occur during the weeks June 15 – July 15,
be requested for a day that the House Officer is on-call or listed as emergency coverage.

If an emergency situation arises, House Officers may request taking a personal day with less notice. Program leadership will have discretion to approve or deny such requests.

Section 9. Family and Medical Leave Employees [referred to herein as House Officers] are eligible for the Family and Medical Leave Act, depending upon the situation of the House Officer. This policy identifies the Family and Medical Leave situations that qualify a House Officer of the Cambridge Public Health Commission for an approved Family and Medical Leave. The policy is intended to comply with the requirements of the Family and Medical Leave Act of 1993. The Employer may require the use of applicable accrued benefit time while an employee is on FMLA.

Unpaid leaves of absence shall be granted to House Officers in accordance with the Family and Medical Leave Act (FMLA). An eligible House Officer may take FMLA leave in the event of an FMLA qualifying event for up to twelve (12) weeks in any twelve (12) month period. The twelve (12) month period is the calendar year or rolling year as determined by CHA policies. The CHA shall give the Union sixty (60) days notice in the event CHA changes to either a rolling or a calendar year.

FMLA qualifying events are:

A serious health condition of the House Officer that prevents the employee from performing his or her job;
A serious health condition of the House Officer's spouse, child or parent for which the House Officer is needed to provide care;
The birth of a child or placement of a child for adoption or foster care with the House Officer.

Although FMLA Leave is unpaid leave, a House Officer can be required by the employer to use any applicable accrued benefit time during FMLA leave in the event the House Officer has a serious health condition. If a House Officer requires more than twelve (12) weeks of FMLA leave, the House Officer may request an extension of the leave in accordance with the section on medical leave. In no case shall leave be granted for a period of more than six (6) months.

During a medical leave of absence the Commission will continue to pay for the cost of the disabled House Officer's health insurance in accordance with contribution rates defined in this Agreement, dental, visual and disability insurance.

In cases where a House Officer has advance knowledge of a temporary and partial disability, said House Officer is encouraged to notify their department at the earliest possible date. Where a House Officer so requests, the Chief of Service and the affected House Officer shall work out an arrangement that will protect the House Officer's health while taking into account the House Officer's accreditation requirements. These arrangements will be made in accordance with departmental policy jointly developed in negotiations with the Union. Such a plan requires an explicit written statement to include: the length of time allowed, the House Officer's right to return, if applicable, credit for time completed, projected minimum/maximum requirements for board eligibility, and whether there will be any required make up time, including number of nights on call.

ARTICLE XXII WORKER'S COMPENSATION

Section 1. Entitlement House Officers who are disabled as a result of an injury arising out of and in the course of their employment are entitled to compensation in accordance with the Workmen's Compensation Act.

Section 2. Injury Reports Reports of injury must be filed within a reasonable (24 hour) period of time from the date of injury with the House Officer's Chief of Service. However, failure to file such a report in writing shall not abridge a House Officer's right to compensation under the Workmen's Compensation Act.

Section 3. Interaction With Sick Leave Pay A House Officer receiving sick leave with pay, who simultaneously receives compensation under the Workmen's Compensation laws, shall receive, for the duration of such compensation, only that portion of their regular salary while sick leave credits are available, which together with said compensation will equal their regular pay. For the Purpose of this Article, unused sick leave up to fifteen (15) days per year of employment accruable from year to year, may be used in accordance with this section.

Section 4. Workplace Assault A House Officer who in the performance of their duties receives bodily injuries from the acts of a patient will be eligible for assault pay as follows:

(a) If the House Officer is absent from work for five (5) days or less and utilizes Sick Time, the employee will be credited with the Sick Time used during such period.

(b) Any House Officer who receives workers compensation benefits as a result of a workplace assault by a patient, and who uses Sick Time as the result of the assault during the first five (5) calendar days after the assault prior to receiving workers compensation benefits shall be credited with the Sick Time hours used during such five (5) day period.

(c) Any House Officer who receives workers compensation benefits as a result of a workplace assault by a patient, and who is absent for more than five (5) days, will be paid the difference between their regular base weekly salary and their workers' compensation benefits for up to two (2) weeks and thereafter may use Sick Time to supplement workers' compensation benefits up to their regular weekly salary.

To be eligible for pay under this section, the employee who is assaulted must follow Occupational Health guidelines for reporting workplace injuries and the absence must be approved by Occupational Health.

ARTICLE XXIII OCCUPATIONAL HEALTH MAINTENANCE

Section 1. The Commission shall ensure that the personal medical records of House Officers who use Employee Health remain confidential. Incoming House Officers may choose to have their employment physical done offsite and present the results of that physical to the hospital. Protected time will be made available to any House Officer who chooses to have his/her employment physical done by Employee Health, as well as any other health care visits. For other health care visits, a House Officer is expected to make every effort to do this on their own time.

Each House Officer shall receive a yearly PPD, and serum level of hepatitis antigen. Results of these tests will be forwarded to each House Officer, his/her own physician, and a copy included in the House Officer's file.

The Commission is committed to providing a safe work environment through engineering controls, including the purchase of safety devices where they exist, and to include House Officers in the evaluation of such devices before they are purchased. Any safety concerns may be presented to the Hospital's Safety Committee for resolution.

Section 2. All psychiatry House Officers shall receive emergency training during orientation and prior to any outpatient rotation to include code procedures, and situational awareness.

ARTICLE XXIV MILITARY SERVICE

Section 1. Reinstatement House Officers who leave the Commission's service to enter into Military Service are reinstated to the same or comparable positions, if they receive honorable discharges and apply for employment within ninety (90) days from the time of separation from the military.

Section 2. Length of Service Benefits All length of service benefits, including salary, sick leave, and vacation, will be computed as if the House Officer had not left the Commission's service.

ARTICLE XXV JURY DUTY

Section 1. Pay Considerations In the event that any House Officer covered by this Agreement is called to perform jury service, the Commission will pay for working time lost. Payment will be the difference between jury pay and applicable number of hours, in the House Officer's standard work day, times the employee's base hourly rate, for each day of jury duty.

Section 2. Early Discharge from Jury Service As a condition to receive such payments, the House Officer involved must report to the Commission for such work as they may be assigned if discharged from jury service prior to 12 noon.

Section 3. Court Verifications In order to receive jury duty pay, House Officers shall be required to present weekly to the Commission a certification by the Court (or its duly authorized representative) verifying the jury pay received from such duty and, if possible, the time spent in such service.

ARTICLE XXVI MISCELLANEOUS

Section 1. Parking All House Officers shall be eligible for parking in Commission designated lots.

Parking Fees Parking shall be made available to all House Officers in the form of a universal pass at a rate of $65 per month. The pass will permit access to the Cambridge Hospital Line Street Lot (so as to enable House Officers to meet educational, on-call and other duty requirements), Somerville Hospital, Everett Memorial Hospital and any other required training site. House Officers without a universal pass will pay either $6 per day or $12 per week to park at Somerville Hospital. Parking at Everett Memorial Hospital, and other primary training sites owned by the Commission, will be without charge.

Safe Escorts The Commission agrees to provide safe escorts after dark to any House Officer who requests an escort in the event the House Officer must park off site. In addition the Commission agrees to continue to offer safe escorts after dark to House Officers who park on-site.

Taxi Vouchers Taxi vouchers will be available for all House Officers who are required for any training or service purpose to travel between their primary work location and other sites and who are not able to use the Commission's shuttle system for the particular trip. House Officers may use CHA-paid taxi vouchers for trips home, and back to the hospital, if needed, whenever there is concern about driving home after a long off-hours hospital shift.

Prior to making any changes to the current availability of Uber, CHA agrees to meet with House Officers (no more than 6) to elicit their feedback regarding the use of Uber.

T- Passes All House Officers are eligible to participate in the Commission T-Pass Program.

Section 2. Bulletin Board A bulletin board for CIR shall be provided (3ft. by 5 ft. with lock) on the second floor, near the call suite.

Section 3. Licensure Licensure required for administrative purposes shall be paid by the Commission. Therefore, the Commission shall pay the fee for the limited licensing of medical, family medicine and podiatric House Officers, pay the fee for full licensure and re-licensure of psychiatric and child psychiatric House Officers and pay the fee for the required licensure of podiatric House Officers.

Section 4. Orientation Time Each Department shall make a specific time available to CIR during orientation of new House Officers. In the Department of Medicine, the current practice with regards to orientation shall continue. Each Department shall also allow adequate time during orientation for the purpose of processing all necessary paperwork related to payroll, health insurance, other health benefits, malpractice insurance, parking permits, and other concerns related to employment through any of the recognized training programs at Cambridge Public Health Commission/The Cambridge Hospital.

By May 1 of each year, the Alliance shall provide to the Union a list, including names, email addresses and department, of all incoming interns, residents and fellows who have matched at Cambridge Health Alliance. Any changes to the list prior to orientation shall be communicated to the Union as soon as is practicable.

Section 5. Conference Time All House Officers in the departments of medicine, podiatry, family medicine, dental, and adult and child psychiatry may take five (5) work days per academic year for organized educational programs. Examples of organized educational programs include educational conferences and courses that enrich House Officers' clinical skills and knowledge. They may be used five days consecutively or divided throughout the year. These days may be taken at the House Officers' discretion on any dates. House Officers shall notify the clinical team with reasonable advance notice. Coverage of clinical responsibilities is arranged between House Officers and their clinical units as it would be during vacation leave. House Officers are not excused from scheduled call responsibilities because of educational

leave. Final approval rests with the Residency Training Director to ensure that such educational time is appropriate to the level of training and to the educational goals for the individual House Officer. Medicine House Officers may only schedule these days during elective rotations or, for the Harvard Medical School: Principles and Practice Course, during an ambulatory rotation, and are not excused from scheduled clinical responsibilities because of educational leave.

Section 6. Protected Time The Program Directors shall make every effort to ensure that all House Officer representatives to the Graduate Medical Education Committee and any other hospital committees shall have protected time to attend such monthly meetings and that all Medical Interns shall be granted protected time to attend Intern Support meetings. The Emergency Department shall also make every effort to ensure that House Officers are given break time for lunch and dinner. Protected time is defined as time free from the House Officer's usual clinical responsibilities.

Section 7. Attendance at CIR National Convention All duly elected CIR delegates and National CIR Executive Committee members shall be granted leave to attend the annual CIR Convention, which occurs on one weekend, from Friday evening through Sunday evening. Emergency coverage shall be invoked to cover these absences and covering House Officers shall be paid, according to the payment system set out in Art. XV, Sec.1C.

Section 8. Voluntary Political Action Contribution Fund The Commission agrees that upon written authorization from a House Officer, the Commission shall deduct from each House Officer's pay, funds for CIR's Voluntary Political Action Contribution Fund.

Section 9. Lease Guarantee Program The Commission agrees to act as the Guarantor in the event a House Officer's landlord requires advance payment of up to two (2) months of rent, as a condition for entering into a lease (up to a maximum of $6,500). The Commission shall guarantee payment to the landlord under specified terms, agreed upon by the Commission and the Union. In return, the House Officer agrees to reimburse the Commission for any payment the Commission is required to make under the Guarantee. Should the number of incoming House Officers using the program increase to greater than ten (10) on a yearly basis and the administration of the program present an undue burden on the Commission, the parties agree to meet to discuss possible solutions. Should no solution be apparent, the Commission may notify the Union their intent to terminate the program.

ARTICLE XXVII FITNESS FOR DUTY

To safeguard the health and safety of its employees and of its patients, the Cambridge Health Alliance reserves the right to require a House Officer to undergo a fitness for duty examination.

It is the purpose of this policy to identify appropriate circumstances that may require a fitness for duty exam, to establish the procedures by which such an exam would be coordinated, and to establish options for how a lack of fitness for duty would be addressed.

This policy pertains to all Alliance entities and employees [referred to herein as House Officers] who are not otherwise subject to fitness for duty examination as part of their professional registration or certification.

Section 1. Circumstances that will require a fitness for duty exam

An unscheduled absence from work of five consecutive days or more or a pattern of excessive absenteeism.

A manager's concern, based upon reasonable suspicion, that a House Officer may not be able to fulfill their job responsibilities or be engaging in inappropriate behavior at work due to a possible physical or psychological condition or impairment. For the purposes of this paragraph, a "reasonable suspicion" must be based upon objective facts, including, but not limited to observation by the Hospital of specific circumstances of job performance deficiencies and/or misconduct.

c. A House Officer's own concern about his/her ability to fulfill job responsibilities due to a medical or psychological condition or impairment.

As soon as possible after an industrial occupational accident or illness, see Section 2 of this article.

Prior to accommodation in a modified duty assignment, and before return to unrestricted duty regardless of the reason.

Concern about a House Officer's ability to perform his/her job responsibilities due to a medical condition or injury lasting 90 days or more that is likely to result in long term and/or permanent disability.

Section 2. Coordination of a fitness for duty exam

After an industrial accident or illness, which results in time lost from work, the manager or House Officer must contact Employee Health directly to arrange for a fitness for duty exam before the House Officer returns to work. Pertinent documentation from the House Officer's medical provider should be brought to the fitness for duty exam.

A House Officer with an industrial accident or illness which requires on-going treatment beyond first aid must be seen as soon as possible after the incident by Employee Health. Pertinent documentation from the House Officer's medical provider should be brought to the fitness for duty exam.

In all other cases, a manager or House Officer should request a fitness for duty exam through the Human Resources Department, which will consult and coordinate the request with Employee Health.

Section 3. Determination of fitness

The Employee Health Unit will review documentation such as a House Officer's medical record, conduct appropriate medical exams and/or consult with the House Officer's supervisor to determine a House Officer's fitness for duty in relation to the essential functions of his/her job. If a Fitness for Duty exam is scheduled to be performed by a physician who has or will instruct, mentor or evaluate that House Officer's performance, then, upon being advised of that fact, the CHA will re-schedule the exam with a physician who does not have such a relationship with the House Officer. If no such physician in the Employee Health Unit is available, the CHA will schedule a Fitness for Duty exam with an Independent Medical Examiner, chosen and paid for by the Commission.

If there is a discrepancy between the opinion of a House Officer's medical provider and a provider in Employee Health about fitness for duty, or if more specialized testing/assessment is required to determine fitness, a House Officer may be referred to an Independent Medical Exam at the Commission's expense.

Section 4. Lack of fitness for duty

If a House Officer is not fit for duty, the following options will be considered by his or her Program Director, in consultation with Human Resources and the affected House Officer:

Modified duty, including moving to part-time status.

Alternate job assignment, e.g. change in rotation.

Workers compensation or sick leave.

Transfer to short or long term disability status.

Leave of absence as set out in Article XXI of this agreement.

Termination of employment subject to Article XVII of this agreement.

ARTICLE XXVIII SEPARABILITY

If any Article or any Section of this contract or of any Riders thereto should be held invalid by operation of Law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any Rider thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE XXIX STABILITY OF AGREEMENT

No amendment, alteration or variation of the terms or provisions of this Agreement, shall bind the parties hereto unless made and executed in writing by the parties hereto.

The failure of the Commission or the Union to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered a waiver or relinquishment of the right of the Commission or of the Union to future performance of any such term or provision, and the obligation of the Union and the Commission to such future performance shall continue.

ARTICLE XXX SAVING CLAUSE

In the event that the Union and the Commission do not reach a new agreement by the expiration date of this Agreement, the terms and conditions of this Agreement shall remain in full force and effect until such time as a new Agreement is made between the parties.

ARTICLE XXXI SUCCESSORSHIP

If the ownership, operation or control of the employer is changed though sale, acquisition, merger, or other similar business transaction, and the succeeding entity, whether a public or private enterprise, continues to operate a health care facility or the same general nature as the Commission, the Commission 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.

If the transaction, including the Commission's inclusion of the terms set forth in paragraph 1 above, require statutory authority, the Commission's obligation will be satisfied if the Commission 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.

If any sale, acquisition, lease, consolidation, merger or similar business transaction is contemplated, the Commission will notify the Union 180 days prior to the execution of said transaction.

ARTICLE XXXII EMPLOYMENT SECURITY

Section 1. Right to Complete Training House Officers covered by the Agreement in Cambridge Health Alliance-based accredited programs who remain in good standing shall be allowed to complete their training for board eligibility at CHA.

Section 2. Salaries for Displaced House Officers In the event of termination of a residency program for any reason, the Commission will to the best of its ability, place House Officers in

other accredited residency programs of the same specialty. In such event, the Commission shall continue to pay the salaries of displaced House Officers for the remainder of the fiscal year or until said House Officers are placed in another residency program at another facility if such placement is within the fiscal year.

ARTICLE XXXIII DURATION OF AGREEMENT

This agreement shall be effective July 1, 2024 and shall extend to June 30, 2027. Negotiations for a new Agreement shall commence on or after January 1, 2027 at the request of either party, but in no case later than March 1, 2027. This time limit may be waived only at the mutual consent of the parties thereto.

WITNESS OUR HANDS AND SEALS ON THIS _____DAY OF 3/6/2025 2025.

CAMBRIDGE PUBLIC HEALTH COMMISSION:

DocuSigned by:
Vennesa Graure
Vennesa Graure
Senior Director of Labor and Employee Relations
and Associate General Counsel

COMMITTEE OF INTERNS AND RESIDENTS/SEIU:

A. Taylor Walker
A. Taylor Walker (Feb 13, 2025 15:54 EST)
13/02/25
A.Taylor Walker MD
President, CIR/SEIU

Susan Naranjo (Feb 13, 2025 13:41 PST)
13/02/25
Susan Naranjo
Executive Director, CIR/SEIU

Justin Halloran (Feb 19, 2025 17:33 EST)
Justin Halloran, MD
Regional Vice President CIR/SEIU

Emily Unger, MD, PhD (Feb 24, 2025 19:26 EST)
Emily Unger, MD, PhD

Victoria Trump Redd (Feb 13, 2025 17:36 CST)
Victoria Trump Redd, MD

Jamie Baik (Feb 13, 2025 16:08 EST)
Jamie Baik, MD, M.eD

Jesse Bossingham (Feb 14, 2025 15:37 EST)

Jesse Bossingham, MD

Jordan Cahn (Feb 16, 2025 09:25 EST)

Jordan Cahn, MD

Isabella Caldwell

Isabella Caldwell (Feb 14, 2025 10:05 EST)

Isabella Caldwell, MD

Karla Chamorro Garcia (Feb 13, 2025 21:00 EST)

Karla Chamorro Garcia, MD

José Domínguez

José Dominguez (Feb 14, 2025 20:44 EST)

Jose Dominguez, MD, MPH

Caitlin Foster, MD, MSc

Omar Hamza (Feb 28, 2025 07:09 EST)

Omar Hamza, MD

David Karjala

David Karjala (Feb 14, 2025 09:55 EST)

David Karjala, DO

Nora Lenhard

Nora Lenhard (Feb 16, 2025 01:44 EST)

Nora Lenhard, MD

Gabryel Obedoza, MD

Juan Oves (Mar 14, 2025 09:00 EDT)

Juan Oves, MD

Jacob Riegler (Feb 14, 2025 18:31 EST)

Jacob Riegler, MD, MBA

Timothy Rodgers

Timothy Rodgers
Negotiations and Grievance Coordinator
CIR/ SEIU

Liliana Gutmann-McKenzie

Liliana Gutmann-McKenzie (Feb 13, 2025 16:31 EST)

Liliana Gutmann-McKenzie
Organizer, CIR/SEIU

House Officers Pay Scale
Effective January 12, 20265

TITLE	Hourly	Annual
PGY1	$38.30	$79,666
PGY2	$39.84	$82,870
PGY3	$41.39	$86,095
PGY4	$43.72	$90,932
PGY5	$44.86	$93,308
PGY6	$47.28	$98,336
PGY7	$49.37	$102,685

House Officers Pay Scale
Effective the start of the first full General Services pay period after July 1, 2025

TITLE	Hourly	Annual
PGY1	$39.07	$81,259
PGY2	$40.64	$84,527
PGY3	$42.22	$87,816
PGY4	$44.59	$92,750
PGY5	$45.76	$95,174
PGY6	$48.22	$100,303
PGY7	$50.36	$104,739

House Officers Pay Scale
Effective the start of the first full General Services pay period after January 1, 2026

TITLE	Hourly	Annual
PGY1	$39.65	$82,478
PGY2	$41.25	$85,795
PGY3	$42.85	$89,134
PGY4	$45.26	$94,142
PGY5	$46.44	$96,602
PGY6	$48.95	$101,807
PGY7	$51.11	$106,310

House Officers Pay Scale
Effective the start of the first full General Services pay period after July 1, 2026

TITLE	Hourly	Annual
PGY1	$40.25	$83,715
PGY2	$41.87	$87,082
PGY3	$43.50	$90,471
PGY4	$45.94	$95,554
PGY5	$47.14	$98,051
PGY6	$49.68	$103,335
PGY7	$51.88	$107,905