

Collective Bargaining Agreement

Between

Children's Hospital-D.C.

and the

Committee of Interns and Residents/SEIU

November 23rd, 2025 – June 30th, 2028

Committee of Interns and Residents (CIR)
National Affiliate of Service Employees International Union (SEIU)

The Committee of Interns and Residents/SEIU (CIR/SEIU) represents over 40,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California, New Mexico, Illinois, Vermont, Pennsylvania, Washington, Rhode Island, Delaware, Minneapolis Collective bargaining agreements covering both public and private sector hospitals.

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

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

Know your rights and benefits – read your CIR contract!

Committee of Interns and Residents/SEIU

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Execution Copy

COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN

CHILDREN'S HOSPITAL

AND

THE COMMITTEE OF INTERNS AND RESIDENTS, NATIONAL AFFILIATE OF THE SERVICE EMPLOYEES INTERNATIONAL UNION (CIR/SEIU)

November 23, 2025 through June 30, 2028

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AGREEMENT

This Agreement, effective as of 12:01 a.m. on November 23, 2025, entered into between Children's Hospital located at 111 Michigan Ave., N.W. (hereinafter referred to as "the Hospital") and the Committee of Interns and Residents, a National Affiliate of the Service Employees International Union (CIR/SEIU) (hereinafter referred to as "CIR").

WITNESSETH:

PREAMBLE

WHEREAS, the Hospital provides a service vital to the health, safety, and welfare of the community;

WHEREAS, it is the intent and purpose of this Agreement to promote and improve the service provided by the Hospital as well as the interests of Pediatric Residents represented by CIR, to avoid and prevent interruption and interference with the Hospital's service, to resolve all disputes and differences between the parties promptly and peacefully, and to set forth their agreement covering rates of pay, hours of work and conditions of employment; and

WHEREAS, the Hospital and CIR desire to enter into this collective bargaining Agreement;

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

DEFINITIONS

When the term "business days" is used in this Agreement, it shall mean all days, excluding holidays and weekends. When the term "days" is used in this Agreement, it shall mean all days, including holidays and weekends.

I. RECOGNITION OF CIR

(A) Employees Covered: The Hospital recognizes CIR as the sole and exclusive collective bargaining representative of a unit of Pediatric Residents of the Hospital consisting of Pediatric Medical Residents employed by the Hospital, excluding all other employees, including Pediatric Fellows, Chief Residents, Child Neurology Residents who have completed their pediatric requirements (that is, the first two years of the Pediatric Residency Program), and clerical employees and managers and supervisors as defined by the National Labor Relations Act. Whenever the word "Residents" is used in this Agreement, it shall be deemed to mean the Pediatric Residents in the bargaining unit covered by this Agreement.

(B) CIR Orientation and Resident Meetings:

(1) No later than May 1 of each year, the Hospital will provide CIR with a list of the incoming PL-1 Residents as of that date (which list may subsequently change) together with the personal email address for each Resident listed.

(2) No later than August 1 of each year, the Hospital shall provide CIR with a list of Residents then in the Program together with the home mailing address for each Resident listed.

(3) The Hospital will provide CIR up to one (1) hour during the annual orientation the Hospital conducts for incoming Residents for CIR to conduct new member orientation. This time period will be limited to discussing CIR's membership benefits and obligations and the services it provides and will not be used to discuss any disputes, grievance or the like between the Hospital and CIR.

4) Space reasonably permitting, the Hospital will allow CIR to conduct a one (1) hour meeting at the Hospital for Residents each month from Noon to 1:00 p.m.

II. CHECKOFF

A. Upon voluntary written authorization from a Resident on a form agreed upon by the Hospital and CIR, the Hospital agrees to deduct from each Resident's pay CIR's dues and assessments. Such dues and assessments shall be in the amount as established by CIR.

B. Aggregate deductions from all Residents shall be remitted by wire transfer to CIR's designated bank account and an itemized statement shall be made to CIR's treasurer by the tenth of the succeeding month after such deductions are made.

C. CIR agrees to indemnify and hold the Hospital harmless from any and all claims, suits, judgments, attachments, and any other liability resulting from any deduction from wages made in accordance with this provision.

D. The obligation to deduct dues set forth in this Article will remain in effect after the expiration of this Agreement unless and until the Hospital implements all or a portion of its final proposal.

III. NONDISCRIMINATION

Neither the Hospital nor CIR shall discriminate against or in favor of any Resident on account of race, color, religion, age, sex, national origin or ancestry, sexual orientation, marital status, status as a disabled or Vietnam veteran, or status as a qualified disabled individual, or any other basis prohibited by applicable local and national civil rights laws and regulations, or on the basis of CIR membership or lawful CIR activity. Further, the Hospital shall have the right to take steps (including to make any accommodations) which in its judgment are necessary for it to comply with the Americans with Disabilities Act and any applicable state or local law without violating this Agreement; provided, however, the Hospital will seek to comply in a way which does not conflict with this Agreement. During the reasonable accommodation process, the Resident shall have the right to representation by CIR, if the Resident so chooses.

IV. PLACES OF EMPLOYMENT

(A) Residents shall perform services as assigned at the Hospital (which includes off-site Hospital clinics at which Residents may work), George Washington University Hospital, and Holy Cross Hospital.

The Hospital may change the locations at which Residents shall perform services as it deems appropriate. Unless due to the termination of an existing relationship on less than sixty (60) days' notice, the Hospital shall notify CIR's staff representative and one elected representative by e-mail, provided CIR notifies the Hospital in writing of the names and contact information for both individuals, of any change to the places of assignment/employment at least sixty (60) days in advance of the change and will discuss with CIR's staff representative and CIR's designated representatives the effects of the change(s) on the employment and education of Residents. The Hospital will consider CIR's input in formulating and implementing the change(s).

(B) The Hospital will make reasonable efforts to see that applicable Accreditation Council for Graduate Medical Education ("ACGME") requirements are followed at all locations where Residents are regularly assigned to work.

(C) While the parties recognize that the Hospital does not control the work environment at other rotation sites, the parties also recognize the importance of Residents being prepared at the start of each rotation to perform patient care duties. To this end, the Hospital will use reasonable, good faith efforts to see that no Resident will be required to take call at a rotation site without undergoing an appropriate orientation to all areas and systems that are related to patient care prior to the shift. Orientation will be performed by a Chief Resident, a supervisor for the rotation or electronically. Further, should a Resident have a good faith belief that such orientation has not been provided, the Resident will notify the Training Program Director ("TPD") in writing.

V. DEFINITION OF TRAINING PROGRAM

The Pediatric Training Program is that Program of the Hospital that meets the definition for such programs of the Accreditation Council for Graduate Medical Education and is referred to herein as "the Program" or "Training Program." The "Training Program Year" is ordinarily from July 1 through June 30. Residents in the first year of the Training Program will be referred to as "PL-ls," Residents in the second year of the Training Program will be referred to as "PL-2s," and Residents in the third year of the Training Program will be referred to as "PL-3s."

VI. REAPPOINTMENT

On or before November 15th of each year, the Hospital shall advise each Resident in writing as to whether or not he/she shall be invited to remain in the Training Program for the forthcoming year. On or before December 15th of the year, each Resident shall in writing acknowledge receipt of the foregoing notification and shall, if invited to remain in the Program, accept or reject in writing said invitation. If no notice is given to a Resident before November 15th, and if the Resident notifies the Hospital's Pediatric Residency Training Program Director ("TPD") in writing, prior to December 15th, that s/he has not received such notice, and if such notice has not been received by the Resident within five (5) business days of giving his/her written notice to the TPD, then it shall be as if s/he had been offered a position in the Program for the following year.

VII. RESIDENT RESPONSIBILITIES

(A) CIR agrees that each Resident shall perform satisfactorily and to the best of his/her ability the customary services of residency and recognizes the Hospital's Bylaws and Rules and Regulations of the Medical and Professional Staff where applicable as binding on Residents. The Hospital will provide CIR's staff representative and one elected representative with no less than fourteen (14) working days' advance notice via e-mail, provided CIR notifies the Hospital in writing of the names and contact information for both individuals, of any planned changes in the Bylaws and Rules and Regulations when applicable as binding on Residents. Residents agree to cooperate in maintaining the standards, including completion of medical records, necessary to maintain recognition by the Joint Commission on Accreditation of Hospitals.

(B) The Hospital and CIR agree to comply with the requirements of the ACGME, including ACGME work hours regulations, during all assigned rotations. Upon CIR's request, CIR shall meet with the TPD and Chief Residents to discuss ways to affect its members' compliance with all requirements of the Hospital's accreditation process (including JCAHO and DCRA). Areas of compliance include but are not limited to completion of the annual learning management system educational module(s), timely completion of Medical Records, and participation in the Quality Assurance Program.

(C) CIR agrees to support and participate in patient services that contribute to Hospital revenue enhancement action programs. Residents' participation in revenue enhancement activities includes but is not limited to documenting patient care information in the medical record for the financial case management program (concurrent review), identification and documentation in the chart of issues that increase the length of stay, and routine communication with the medical review (UR) specialist.

(D) (i) CIR and the Hospital agree that the number of patients assigned to Residents is an important issue and one which impacts the effective delivery of care. The Hospital will strive to adhere to any guidelines relating to the number of patients that will be assigned to Residents that it adopts, which guidelines will take into account the particular needs of the clinical area, patient safety, Resident education, severity and complexity of patient illness or condition and available support services.

Recognizing that these guidelines may change, should the Hospital modify, change or eliminate (collectively, "change") the patient/Resident assignment guidelines which it generally uses, it will notify CIR of same and, upon CIR's written request within ten (10) days of CIR's receipt of the Hospital's notice, meet and discuss the change(s) with CIR. While the parties' intent is that such discussions will conclude prior to implementation of the change(s), any such discussions will not delay implementation of the change(s). The Hospital will make available in writing to Residents information regarding patient/Resident guidelines which it has adopted, which it may from time to time change.

(ii) During the term of this Agreement, the Hospital will, upon CIR's written request, form a working group ("Working Group") composed of five (5) representatives selected by CIR and five (5) representatives selected by the Hospital to meet and discuss the number of patients being assigned to Residents. The Working Group will be expected to make any recommendations

it may have within sixty (60) days of the formation of the Working Group unless the Hospital and CIR mutually agree to extend this period. The Working Group will meet as mutually agreed for the duration of this period. The Hospital will consider in good faith any recommendations the Working Group makes.

VIII. THE CHIEF RESIDENTS

(A) At a time determined by the TPD, but no later than the second week of March of each Training Program Year, each Resident shall designate on a form supplied by the Hospital the names of up to four (4) Residents he/she would recommend for appointment as Chief Residents for the Training Year to start fifteen (15) months later. Residents shall not be required to sign or identify themselves on said form. These forms shall be submitted to the TPD, who shall treat them confidentially.

(B) The selection of Chief Residents shall be announced by the Hospital on or before September 15 of each Training Program Year. The Chief Residents shall ordinarily have completed three (3) years' pediatric training at the time of assumption of Chief Residency. Serious consideration shall be given to the preferences indicated by the Residents, but the TPD is not obligated to select the Chief Residents from the names contained on the confidential form submitted by the Residents. If Chief Residents are not to be selected from current Residents, the Residents will be included in the process of searching for and recommending Chief Residents.

(C) The Union and the Hospital agree that the extra year Chief Residents at the Hospital who are American Board of Pediatrics certification-eligible and have completed their training are statutory supervisors under the National Labor Relations Act ("NLRA") and are excluded from the coverage of this Agreement, and the Union agrees not to assert any legal claim, argument, *etc*., to the contrary. Should CIR believe, based on changes in the duties the Chief Residents perform, that the Chief Residents are no longer supervisors under the NLRA, it will notify the Hospital in writing and, upon the Hospital's request, meet and discuss same with the Hospital's authorized representative(s).

IX. COMMITTEES

(A) (i) CIR recognizes that the Medical and Professional Staff and the Administration of the Hospital participate in the planning, implementation and evaluation of its Program through the Committee system. The Hospital recognizes the Residents as an integral part of the Hospital and agrees to appoint Residents designated by CIR to full voting membership on standing committees of the Hospital as follows:

Graduate Medical Education	6
Committee on Medical Student Education in Pediatrics	3
Program Evaluation Committee	6

Should CIR believe that Residents should be added to membership of other Hospital committees, it shall notify the TPD, and the parties' representatives thereafter will meet to discuss whether there will be Resident membership on the committee(s).

(ii) By August 15 of each year, CIR will provide a list of Residents to serve on the above committees to the TPD. Alternate members will be designated by CIR in order to insure Resident representation; however, the number of Resident voting representatives at each meeting should be limited as set forth above.

(iii) Any ad hoc committee formed for any purpose specifically relating to the Training Program shall have similar Resident representation.

(iv) In order to improve communication of committee action to the Residents, the minutes of meetings of the above committees as well as pertinent extracts from the minutes of the Executive Committee of the Medical Staff Meetings shall be transmitted to the Residents(s) on such committees in the same manner and in the same timeframe as they are transmitted to other members of such committees.

(v) Decisions made by any of the committees listed in (A)(i) above will not be invalidated because of the absence of Resident participation. The committee shall provide prior notification of all special meetings to Resident members of the committee. Residents will be excused from assigned responsibilities to attend committee meetings when other staffing arrangements for patient care can be made. Coverage for Residents with committee responsibility will be provided by other Residents during committee participation. The Hospital will make every reasonable effort to facilitate Resident attendance at committee meetings.

*(*B) The Program Evaluation Committee shall have responsibility to advise the TPD in the planning, implementation and evaluation of the curriculum for the Training Program and shall be the major forum for receiving and acting on the views of CIR with respect to curriculum, teaching conferences and structure of the Training Program. This committee shall consist of the TPD, who chairs the committee, associate program directors, Chief Residents, six voting Residents selected by CIR and at least six faculty members appointed by the TPD. Material curriculum changes will be discussed with this committee prior to implementation.

(C) One Resident selected by CIR shall be invited as a voting member to any liaison committee concerned with an affiliation affecting Residents.

(D) Resident Wellness Committee.

(i) To further support Resident wellness, the Hospital shall maintain the Resident Wellness Committee for the purpose of planning social events and other activities intended to enhance Resident wellness. The Resident Wellness Committee shall consist of up to four (4) members chosen by CIR and up to four (4) members chosen by the TPD. The Hospital may, in its discretion, provide financial support for appropriate activities agreed upon by the Resident Wellness Committee. (ii) The Hospital will allocate five hundred dollars ($500.00) each calendar quarter to be used on wellness events for the Residents which will be informed by the recommendations of the Wellness Committee. All requests to use these monies must be submitted

to and approved by the TPD, who will retain final authority over all expenditures. Any unused funds within an academic year of the Program will not carry over to the next academic year.

(E) The Hospital shall have the right to create new committees and to modify or abolish any existing committees of which Residents are members. Any such modification or abolishment will be implemented only after the Hospital obtains input from the members of the committee. The Hospital agrees to notify CIR's staff representative and one elected representative by e-mail, provided CIR notifies the Hospital in writing of the names and contact information for both individuals, at least thirty (30) days in advance of creating, modifying or abolishing a committee identified in this Article and, upon CIR's request, meet with CIR and discuss any such actions.

X. MANAGEMENT RIGHTS

(A) All management functions, rights, responsibilities and authority not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Hospital.

(B) Without in any way limiting the scope of the retention of rights set forth in the foregoing paragraph, the parties recognize that the Hospital's functions, rights, responsibilities and authority include, but are not limited to: the full control, planning, management and operation of its business and facilities; the determination and scope of its activities and/or treatments, procedures, products or services to be offered, developed, eliminated, modified or used and all methods pertaining thereto, including the location, size and number of units, departments and facilities; the determination of materials, parts, products, machinery and equipment to be acquired, utilized or discontinued and the layout and scheduling thereof; the determination of hiring and qualifications for Residents; the establishment and administration of policies, procedures and standards relating to the Training Program; the right to require Residents to submit to a medical examination by the Hospital; the establishment of quality standards and performance standards, procedures and evaluations, the right to determine, increase or decrease staffing for any unit or department; the determination of Resident schedules and the right to require Residents to work beyond regularly scheduled hours as long as this does not violate ACGME requirements; the right to utilize, assign and/or transfer Residents as necessary in the interests of operational efficiency and patient care; the right to organize, reorganize, combine or discontinue units or departments, or to transfer, contract or subcontract all or any portion of the work now or hereafter done by Residents regardless of whether it may cause a reduction in the workforce; the right to introduce new or improved procedures, methods, treatments, machinery or equipment, to make technological changes or to discontinue procedures, methods, treatments, services, machinery or equipment; the right to discipline, suspend, or discharge Residents for cause; the determination of which of its units, departments, facilities or services or any part thereof shall be opened, operated, relocated, shut down, sold, transferred or abandoned; the right to terminate, merge, consolidate, sell or otherwise transfer its business or any part thereof; the right to enter joint ventures; the determination of the duties to be assigned Residents; the right to select lead and supervisory personnel and the assignment of their work, including the right to assign temporarily to supervisors work normally performed by members of the unit covered by this Agreement; the staffing of equipment and the right to change, increase or reduce the same; the right to maintain order and efficiency and to issue, modify and enforce rules, regulations and policies governing Resident conduct and Hospital operation.

(C) During the term of this Agreement, CIR unqualifiedly waives any right which it may have under federal law to bargain over the exercise of the rights reserved to management pursuant to this Article.

(D) The management rights set forth in this Article will remain in effect after the expiration of this Agreement unless and until the Hospital implements all or a portion of its final proposal.

XI. PROFESSIONAL COMPETENCE

(A) Notwithstanding any other provisions of this Agreement, any dispute or grievance concerning the professional medical competence of a Resident shall be subject to and handled in accordance with the provisions of this Article. The term "professional medical competence" includes all aspects of a Resident's performance as a physician in the Training Program, including clinical judgments, clinical skills, humanistic quality, professional attitudes and behavior, moral and ethical behavior, medical care, and knowledge base.

(B) Disciplinary action against a Resident involving a question of professional medical competence shall be initiated by the TPD. While generally the discipline imposed will be progressive in nature, the level of discipline imposed may be tailored to the nature and seriousness of the misconduct or omissions involved. The TPD shall ordinarily consult with Program management, which shall include the Associate Program Director, Resident advisor (unless the TPD is the Resident advisor, in which case the Resident may select a consenting Resident advisor to play this role), and/or a Chief Resident before imposing probation or a suspension leading to termination of a Resident from the Program or before deciding not to renew the Resident's agreement or not to promote the Resident to the next level of training.

(C) Except as provided in subsections (B) and (D) herein, in any case in which the TPD determines that a Resident's professional medical competence deviates from the standards required in the Training Program, the TPD shall issue a written warning to the Resident setting forth the grounds thereof with a copy to CIR's staff representative, as designated in writing in advance by CIR, via certified mail. The determination of the TPD that the Resident's professional medical competence deviates from the standards required in the Training Program shall not be subject to appeal or review under this paragraph or any other provision of this Agreement, provided, however, that the Resident be afforded the opportunity to submit a written response to the TPD, and to personally discuss the matter with him or her.

(D) If a Resident's conduct continues to deviate from the aforesaid standards, a second instance of deviation occurs, or the deviation is substantial, the TPD may place the Resident on probation for a specified period of time, setting forth in writing the grounds therefor, with a copy to CIR's staff representative, as designated in writing in advance by CIR, via certified mail, or suspend the Resident with pay and with a written notification to the Resident of an intention to terminate him/her from the Program, not renew the Resident's agreement or not promote the Resident to the next level of training. In the event that the TPD takes any of the foregoing actions, the TPD will provide the Resident with a written notification setting forth the reasons therefor, with a copy to CIR's staff representative, as designated in writing in advance by CIR, via certified mail. Such notification shall be provided to the Resident in person or by certified mail.

(E) If a Resident desires to contest such a probation, suspension with notification of intention to terminate, non-renewal or non-promotion, the following procedure shall be applicable:

The Resident may request a review of the probation or suspension with notification of intention to terminate or decision not to renew or not to promote by submitting a written request for such a review to the Director of Medical Education of the Hospital within ten (10) days of the Resident's receipt of the notification thereof from the TPD. The Director of Medical Education shall convene a Review Panel. The Review Panel shall consist of two members and a Panel Chairman appointed by the Director of Medical Education and two medical staff members of the Hospital (or a preceptor of the Resident even if the preceptor is not employed by the Hospital) selected by the Resident (or CIR if the Resident chooses to have CIR represent him/her), none of whom may personally be involved in the matter. The Resident or CIR will notify the Hospital of the two Review Panel members which the Resident and/or CIR selects within fifteen (15) days of the Resident's request for review. The Director of Medical Education (or a designee) will notify CIR's staff representative (as defined above) of the three (3) Review Panel members selected by the Director of Medical Education within fifteen (15) days of the Resident's request for review. Within twenty-one (21) days of the formation of the Review Panel, the Review Panel shall meet to review the action ("Review Meeting") and to afford the TPD and the Resident (or his/her representative) the opportunity to make presentations. Each party has the right to obtain, upon request and prior to the Review Meeting, the documentary evidence the other party intends to present at the Review Meeting.

(F) At the Review Meeting, the Resident and the TPD (or their respective representatives) shall be given the opportunity to provide oral and written presentations of evidence supporting their respective positions, present witnesses and documents and to question the other party's witnesses. Each party also may submit a written opening and/or closing presentation or summary. The Review Meeting will be in the nature of a fact finding meeting and not a legal hearing; however, CIR and the Hospital may each have an attorney who is retained to represent or is employed by CIR or the Hospital attend the Meeting, provided that the attorney plays only a consultative role and does not present or make arguments, testimony, objections or evidence.

Any adverse material not provided to the Resident at the time the notice of disciplinary action is given cannot be used as a documentary exhibit at the Review Meeting, provided, however, that newly acquired information or documents supporting or supplementing the position of the Resident or the TPD related to the allegations shall be admissible at a Review Meeting as long as the other party has been advised of the information or given a copy of the document within two full business days prior to the Review Meeting. Otherwise, the Review Meeting shall be rescheduled, if either party deems this to be necessary, to enable the parties to review the newly acquired information or documents.

(G) After the Review Meeting concludes, the Review Panel shall prepare a written report of its recommendations. This report shall be submitted to the Director of Medical Education within ten (10) days of the completion of the Review Meeting, for his/her final determination, which may be to affirm, modify, or reject the action of the TPD. The decision of the Director of Medical Education shall be submitted to the TPD and the Resident in writing, stating the basis for the decision within, where circumstances permit, ten (10) days of his/her receipt of the Review Panel's report. Where circumstances do not permit (press of other business, out of town travel, etc.) the

Director of Medical Education to provide a response within the said ten (10) days, the Director of Medical Education will provide his/her decision within thirty (30) days of his/her receipt of the Review Panel's report.

The decision of the Director of Medical Education shall not be subject to further appeal or review and shall be final and binding on the Hospital, CIR and the Resident involved. If the Resident involved fails at any step to take action within the time limits set forth in this Article, the decision of the TPD shall be considered the final decision and shall be binding on the Hospital, CIR and the Resident.

(H) The Hospital will attempt to arrange the work schedules of Residents who will serve as witnesses in a Review Meeting to enable them to attend the Meeting.

(I) All time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays and Holidays.

(J) Any of the time limits in this Article may be extended by mutual written agreement of the parties.

(K) The Resident shall have the right, at the Resident's request, to have a non-lawyer CIR staff representative represent him/her throughout the procedures specified in this Article subject to the provisions of Paragraph (F)**.**

XII. GRIEVANCE PROCEDURE

Except for (1) any specific grievance or dispute solely concerning the professional medical competence of a Resident (subject to Article XI), and (2) any and all decisions of the Hospital relating to hiring of Residents or retention of the Training Program, which decisions shall be subject to the sole discretion of the Hospital, any grievance or dispute which may arise between the parties concerning the application, interpretation, performance or alleged breach of this Agreement shall be subject to the procedures of this Article XII, and shall be settled in the following manner.

Step 1

CIR's staff representative, as designated in writing in advance by CIR, with or without the Resident, shall present the grievance in writing to the TPD within thirty (30) days (excluding holidays) from the date of the event giving rise to the grievance. The date of filing of the grievance shall be recorded on the grievance form. The TPD shall attempt to adjust the matter and shall respond to CIR within ten (10) days. The TPD's failure to respond shall be considered a denial of the grievance.

Step 2

(A) If the grievance has not been settled, it shall be presented in writing by CIR's staff representative, as designated in writing in advance by CIR, to the Chief Academic Officer or his/her designee within ten (10) days after the answer or failure to answer in Step 1; the grievance shall be signed by the aggrieved Resident and CIR's staff representative, as designated in writing in advance by CIR. The Chief Academic Officer, or his/her designee, shall respond to CIR in

writing within ten (10) days. The Chief Academic Officer's or his/her designee's failure to respond shall be considered a denial of the grievance.

(B) The Hospital may present any grievance it has at Step 2 within thirty (30) days of the date of the grievance in writing directly to CIR's staff representative, as designated in writing in advance by CIR. CIR's staff representative shall respond in writing within ten (10) days.

All grievances shall be presented within the time limitations contained herein or they shall be considered waived and not subject to arbitration without regard for any excuse for the failure. Unless a grievance is appealed within the time limitations contained herein after each step, such a grievance shall be conclusively deemed to have been settled in accordance with such answer, which shall be final and binding upon the aggrieved Resident(s) and CIR.

All the limits herein specified shall be deemed to be exclusive of Saturdays, Sundays and Holidays.

XIII. ARBITRATION

Any grievance covered by Article XII that has been properly processed through the grievance procedure set forth herein and has not been settled at the conclusion thereof may be appealed to arbitration by the aggrieved party by serving written notice on the other party within twenty (20) business days after the party's answer at Step 2. If more than twenty (20) business days after the party's answer at Step 2 elapse, the right to arbitration shall be waived and the grievance shall be considered settled on the basis of the answer. No individual Resident shall have the right to invoke this arbitration procedure.

The parties agree on a list of three (3) arbitrators to hear and decide all grievances arising pursuant to this Agreement which are referred to arbitration:

1. Roger P. Kaplan

2. Joseph M. Sharnoff

3. Joshua Javits

One arbitrator shall be assigned to each grievance referred to arbitration in the order listed, starting from the first and proceeding to the last. Once a grievance has been referred to an arbitrator, the next grievance referred to arbitration shall be referred to the next listed arbitrator, regardless of the resolution (*e.g.,* settlement, withdrawal, etc.) of the previous grievance. Additional arbitrators may be added to, or an arbitrator deleted from, the list of arbitrators by the parties' mutual written agreement.

The jurisdiction and authority of the arbitrator of the grievance and his/her opinion and award shall be confined exclusively to the specific provision or provisions of this Agreement at issue between CIR and the Hospital. He/she shall have no authority to add to, alter, amend or modify any provision of this Agreement, and shall have no authority to consider any matter specifically excluded or excepted from the grievance procedure. The arbitrator shall not hear or decide more than one grievance without the mutual consent of the Hospital and CIR. The award

in writing of the arbitrator within his/her jurisdiction and authority as specified in this Agreement shall be final and binding on the aggrieved Resident or Residents, CIR and the Hospital.

In the event the arbitrator's award either denies or sustains a grievance in its entirety, the costs of the arbitration, including the fees of the arbitrator and the cost of any transcript, but excluding attorneys' fees, will be borne by the non-prevailing party. If the award sustains the grievance in part, all costs, excluding attorney's fees, shall be borne equally by both parties.

If the discipline of a Resident by the Hospital results from conduct relating to a patient, or a patient's family member, and the patient, or a patient's family member, does not appear at any arbitration hearing arising from the discipline, the arbitrator shall not consider the failure of the patient to appear as prejudicial to the Hospital and no inference shall be drawn from this failure. For purpose of this Article, "patient" includes individuals receiving treatment as well as those seeking treatment.

XIV. SCHEDULES AND HOURS

(A) Size of Program:

(1) The Hospital recognizes the concern of CIR about various aspects of the Training Program including the number of Residents, schedules, and hours of work. As a consequence, the Hospital agrees that the conditions set forth below shall be applicable.

(2) The Hospital shall determine the number of Residents in the Program but will provide CIR with at least sixty (60) days' advance notice of implementation of changes to the size of the Program. During this sixty (60) day period, the Hospital shall make itself reasonably available to meet and discuss the impact of the change with the representatives selected by CIR.

(3) Except as specified in the last paragraph of this part (A), the Hospital agrees that once a Resident is admitted to and begins the Training Program, his/her position in the Training Program will be guaranteed as long as he/she continues to perform satisfactorily and meet all the requirements of the Training Program, subject to the provisions of the next paragraph.

(4) In the event of a reduction in numbers of Residents or closure of the Program, the institution must allow Residents in good standing already in the Program to complete their education or assist the Residents in enrolling in an ACGME accredited program in which they can continue their education.

(B) Hours and Schedules:

(1) The hours worked by and the schedules of Residents – including weekend and holiday call – shall at a minimum meet applicable ACGME requirements. The Hospital shall provide coverage for graduating Residents so that they can attend their graduation ceremony. The Hospital will use its best efforts to see that Residents are not post-call on the first day of their Thanksgiving, Christmas, and/or New Year's holiday period.

(2) The Hospital will strive to provide Residents with one forty-eight (48) hour period free of duties in every four (4) week period.

(3) (a) In accordance with the Fair Labor Standards Act ("FLSA") and applicable District of Columbia law, Residents qualify for exempt status and are not subject to the overtime compensation provisions of the FLSA or District of Columbia Law. The Hospital will not pay additional amounts for Residents working more than forty (40) hours in a work week. Residents' wages will not be reduced if they work fewer than forty (40) hours in a work week except during the first and last weeks of their employment, consistent with applicable law.

(b) During the first week of the PL-1 Year and the last week of the PL-3 year, Residents who work less that a full work week will be paid on a prorated basis for each day worked based on a five day work week (*e.g.,* if a Resident works two days during the week, the Resident shall receive two-fifths (2/5) of their weekly salary). In addition, during the last week of the PL-3 Year, a Resident who is scheduled to work on the Resident's final day of employment, and whose work continues into the next day (that is, past midnight), shall be paid for an additional day worked. For the avoidance of doubt in connection with the latter, if a PL-3 Resident works a 7:00 p.m. to 7:00 a.m. shift on Tuesday, Wednesday and Thursday of their last week of employment, the Resident will be paid four fifths (4/5) of their weekly salary for the week.

(4) (a) While it is recognized that call shifts will not be equally distributed, the Hospital will take steps designed to result in the reasonably equal distribution of call shift assignments. While the number of call shifts worked will vary based on considerations such as Resident schedule requests, the Chief Residents will take appropriate steps in their judgment to reduce the inequality of call within a Track.

(b) The Hospital will maintain a backup call program that the Hospital may, after receiving Resident input, change periodically based on its judgment. Unless the Hospital's operations necessitate otherwise, the backup call pool will exclude Residents who are on call-free elective, call-free selective or vacation.

(c) Any Resident on vacation or other designated leave (including Family and Medical Leave) shall not be required to take call during leave. All Residents will have one four (4) week period free of call per Program Year, which may be, in the Hospital's discretion, broken into two (2) non-consecutive two (2) week periods.

(5) The TPD (or designee) shall keep accurate records of each Resident's night, weekend and holiday call work, which shall be available for review by the Resident. Residents shall be entitled to exchange schedules with each other with notification to the Hospital provided proper coverage is maintained.

(6) (a) PL-2s and PL-3s are free to engage in other employment, as they choose, as long as such activity does not interfere with their obligations to the Program, as determined by the TPD and Chief Residents following discussion with the Resident involved; the ultimate decisions rests with the TPD.

(b) Residents may not moonlight on consecutive overnights while assigned to daytime duties, or consecutively with overnight call for the Program. Residents must not be required to engage in moonlighting. All Residents engaged in moonlighting away from the Hospital must be licensed for unsupervised medical practice in the state where the moonlighting occurs. It is the

responsibility of the institution hiring the Resident to moonlight to determine whether such licensure is in place, adequate liability coverage is provided, and whether the Resident has the appropriate training and skills to carry out the assigned duties. The sponsoring institution must ensure that the TPD acknowledges in writing that s/he is aware that the Resident is moonlighting, and that this information is made part of the Resident's folder. Residents must report all moonlighting, at the Hospital and elsewhere, to the TPD, prior to such moonlighting duty.

(c) For the purposes of this Agreement, "moonlighting" means working as a physician outside of the Training Program.

(7) Shift Lengths:

(a) Consistent with ACGME requirements, the Hospital will not require Residents to work a shift which is longer than twenty-four (24) hours providing patient care and an additional four (4) hours or as set forth in applicable ACGME Guidelines.

(b) The maximum shift that a Resident may be scheduled for in the Emergency Room will be twelve (12) hours. When a Resident is scheduled to work four (4) consecutive weeks in the Emergency Room, the Hospital will strive to schedule the Resident for one (1) full weekend off during the four (4) week period.

(8) The TPD in conjunction with the Chief Residents shall work towards maintaining a float pool for jeopardy call sick coverage. The Hospital agrees that it will strive to minimize how often Residents on electives are pulled to fulfill service requirements, except for sick coverage.

(9) Except in the event of a mass casualty or extreme patient care demands, Residents will not be called to the Emergency Room from inpatient units without the prior approval of the TPD (or designee). All instances where Residents are called for Emergency Room duty will be reviewed by the TPD for appropriateness.

(10) (a) If the requirements of the ACGME's Duty Hour Standards are changed during the term of this Agreement, the Program Evaluation Committee will consider the modified ACGME Duty Hour Standards. The Committee will consider and make recommendations regarding any changes which the Hospital may make as a result of the modified ACGME Duty Hour Standards. The Hospital will consider any recommendations of the Committee made in a timely fashion in determining changes resulting from the modified ACGME Duty Hour Standards, but will retain ultimate authority for determining what changes to Resident schedules and/or the scheduling process will be implemented even if it would involve a modification to this Agreement.

(b) The Hospital will notify CIR prior to implementing changes which are being made directly as a result of the implementation of modified ACGME Duty Hour Standards and, upon CIR's request, meet and discuss the changes with CIR. While the parties' intent is that such discussions will conclude prior to implementation of the change(s), any such discussions will not delay implementation of the change(s).

(11) (a) The Hospital agrees that Grand Rounds and Residency Program-scheduled didactic sessions are an important part of the Residents' education. The Hospital's goal is to have weekday morning patient care rounds completed to enable Residents to perform their clinical duties and attend Noon Conference, and the Hospital will follow the applicable ACGME guidelines in connection with same.

(b) The Hospital will take steps to provide rotation-specific education during each required rotation, excluding selective and elective rotations. Subject to patient care and staffing considerations, this education normally will be provided in two to three (2-3) separate sessions or one longer session each week.

(c) During Noon Conference, Residents may turn in their phones to the Chief Residents so they are relieved of patient care duty during the Conference.

(12) (a) The Hospital will make reasonable efforts to schedule each PL-3 Resident with one weekday afternoon free of clinical, research, or educational duties and responsibilities during each four (4) week general pediatric inpatient supervisory blocks, excluding night rotations. In addition, the Hospital will seek to provide one weekday afternoon free of clinical, research, or educational duties and responsibilities during four (4) week neuro supervisory blocks, excluding night rotations.

(b) For the avoidance of doubt, as of June 23, 2025 there are five (5) such rotations and one PL-3 Resident on each rotation, but this may change.

(c) The weekday afternoon off referenced above in Section (12)(a) will be in addition to the days off set forth in applicable ACGME guidelines; however, due to operational/clinical considerations, PL-3 Residents in the above schedule blocks may not have an additional afternoon free of clinical, research or educational duties and responsibilities during all the supervisory schedule blocks covered by this Paragraph and in particular during neuro supervisory schedule blocks.

(C) Availability of Rotation Schedules:

The Hospital will make available each rotation schedule at least eight (8) weeks prior to the beginning of the rotation; should schedules not be regularly made available at least eight (8) weeks in advance of rotations, the Parties will meet and discuss potential modifications to the process of residents submitting schedule requests based on personal needs during a Labor/Management meeting pursuant to Article XVIII(I).

XV. HOLIDAYS AND VACATIONS

(A) (i) The following holidays are recognized by the Hospital: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day. Holiday calls on the foregoing days will be equitably distributed among Residents of the same level, subject to patient care requirements.

(ii) In addition to the above holidays, each Resident shall be allowed three (3) Personal Days of his/her own choosing to be arranged at least one week in advance and subject to the

approval of the Chief Residents and coverage requirements. Resident requests to use personal days made in accordance with applicable Hospital policy and procedures shall not be unreasonably denied.

(B) All Residents will have four (4) weeks' vacation each Training Program Year. A Resident shall not be assigned a shift that starts on the Saturday or Sunday prior to his/her vacation starting on a Monday. At a Resident's request, and with the Hospital's approval, vacation weeks may be moved between Training Program Years.

(C) (i) In addition to the time off under (A) and (B) above, Residents shall be granted four (4) day leave periods either for (i) Thanksgiving Day or (ii) Christmas Day or (iii) New Year's Day, or (iv) an equivalent holiday leave at another time if desired by the Resident and approved by the TPD. The use of an alternative holiday day will not constitute the use of a Personal Day. The Hospital will make reasonable efforts to schedule the four (4) day leave period so it includes the day after the holiday. Continuity of care shall be insured by the Residents and the TPD who will schedule leave equally between these periods among the Residents. If a Resident is on call free elective during a holiday, the Hospital will make reasonable efforts for the Resident not to take call during that holiday.

(ii) If a Resident's vacation is scheduled to occur over Thanksgiving Day or Christmas Day or New Year's Day, or at the end of the year when that block is less than two (2) weeks in length, the Resident shall receive an alternate four (4) day consecutive leave period, subject to the Hospital's approval.

(D) It is understood that the granting of time off for holidays and vacations shall be subject to the patient care responsibilities and the schedule demands of the Hospital; however, every effort shall be made to schedule vacations and holidays in accordance with the preference of the individual Resident.

(E) The TPD or a Chief Resident will, upon request, provide a Resident summoned to extended (generally, two (2) weeks or longer) jury duty with a letter requesting that the jury duty be rescheduled. The Hospital recognizes that jury duty participation is a civic responsibility. Residents on jury duty will be scheduled off for the duration of jury duty and will be required to make up only the number of days necessary to satisfy Program requirements.

(F) Residents may arrange for Attending Physicians and/or Fellows to cover their shift to enable Residents to attend the Union's-arranged annual end-of-year holiday party. Residents recognize that the farther in advance they request that an Attending Physician/Fellow cover their shift, the more likely the Attending/Fellow will be able to do so.

XVI. LEAVES

(A) Sick Leave:

(1) Residents will, consistent with applicable District of Columbia law, have twelve (12) days of sick leave to use during the Training Program Year. Unused sick leave shall be carried forward into successive Training Program Years but will not be paid out at the conclusion of the Resident's participation in the Training Program.

(2) Such leave shall be for illness or physical disability of the Resident or any other purpose permitted by the DC Accrued Sick and Safe Leave Act and shall be with pay. Charges against accumulated sick leave will commence the first day of illness.

(3) The Resident shall notify the TPD or the Chief Residents immediately of any illness and shall provide physician records to document illness lasting more than three (3) days.

(4) To the extent consistent with applicable law, the sick leave set forth in this Section A may run concurrently with and can be applied to any applicable statutorily required paid leave, including but not limited to the District of Columbia Paid Family Leave Act; provided, however, at no time will Residents receive less sick leave than set forth in this Agreement.

(B) Coverage for Residents Becoming Sick during Daytime: If a Resident becomes ill during the day, the Resident remaining on duty will perform his/her functions.

(C) Coverage of Sick Residents during Nights or Weekends: If a Resident is ill on a night or weekend he/she is scheduled to be on call, then:

(1) The ill Resident will use sick leave and will not be expected to make up night duty or weekend duty. Residents are not required to make up call missed on sick leave unless they miss more than three calls; exceptions may be granted by the TPD.

(2) The Resident(s) who will replace the ill Resident will be designated by the Chief Resident, who shall apply the following principles in making such designation:

(a) A record will be kept of all Residents who provide illness substitute coverage;

(b) A sick call back-up schedule shall be utilized to provide coverage, or Residents may volunteer to cover;

(c) In an emergency, if no Resident is available, the Chief Residents will provide coverage on a rotating basis.

(3) Residents will not cover Residents on rotation from other hospitals, except in the Pediatric Intensive Care Unit (PICU).

(4) The Hospital and CIR recognize that coverage for Residents who call out on nights and weekends will never be evenly distributed. Nevertheless, the Hospital will make efforts to

distribute backup night or weekend call among qualified Residents who are on backup night or weekend call.

(D) Bereavement Leave: Any Resident shall be allowed a maximum of three (3) days of leave with pay for a death in his/her immediate family -- that is, spouse, child, parent, sibling, domestic partner (as defined by Hospital policy, which the Hospital may from time to time change as it does for employees generally), grandparent or spouse's parent with the option of two (2) additional days of leave without pay at the discretion of the TPD. In connection with the death of a person to whom the Resident has a personal obligation other than their immediate family (as defined above), with the Hospital's approval, a Resident may use up to three (3) of their paid sick leave days for bereavement.

(E) Leave of Absence: The TPD may grant a leave of absence without pay and academic credit when in his/her opinion such a grant is justified and would not be detrimental to the Training Program and when there is reasonable expectation that the recipient will return to his/her position before the completion of the Training Program Year. A leave of absence request must be submitted in writing to the TPD stating the reason(s) for such leave. In the event that the leave of absence extends to the end of the Training Year, a formal reapplication into the Training Program for the next Training Program Year must be made, and the application will be considered without prejudice in the usual manner. The reapplication requirement may be waived at the discretion of the TPD.

(F) Family and Medical Leave:

(1) The Hospital will provide each Resident with the benefits of the District of Columbia Family and Medical Leave Act ("DCFMLA") and the Federal Family and Medical Leave Act ("FMLA"), as they may be amended, and any additional such leave benefits to which the Resident may be entitled pursuant to the Hospital's Policies and Procedures, as may be revised from time to time.

(2) Generally, the FMLA allows eligible Residents to take twelve (12) work weeks of unpaid leave within a twelve (12) month period for, among other things, certain specified family and medical reasons, and the DCFMLA provides for up to sixteen (16) work weeks of unpaid medical leave and sixteen (16) work weeks of unpaid family leave within a twenty-four (24) month period. Leave taken pursuant to the DCFMLA will run concurrently with leave taken under the federal FMLA. More details regarding Residents' rights and responsibilities under the DCFMLA and FMLA are contained in applicable Hospital policies.

(3) Any PL-1 Resident taking a family or medical leave for the birth, adoption, or placement of a child shall be entitled to receive two (2) weeks (or more if required by applicable law or ACGME rules) of paid administrative leave as part of his or her family or medical leave period.

(4) Any Resident who takes a period of family or medical leave will be reinstated in the Training Program without loss of academic credit previously accrued; however, the plan for the Resident to make up the leave time taken will be determined by the TPD, in accordance with American Board of Pediatrics requirements.

(5) Benefits under the DCFMLA and the FMLA will be available to all Residents, without regard to length of time in the Program. None of the provisions of this Article shall serve to reduce leave eligibility or benefits which are legally required under the FMLA or the DCFMLA.

(G) Educational Leave:

(1) Expenses incurred in connection with education leave shall be reimbursed and/or advanced in accordance with Article XVII, Section D of this Agreement (Salary and Benefits – Educational Expenses).

(2) Each Resident shall be entitled to seven (7) days of paid leave per Training Program Year in order to attend medical conferences or meetings. Any request for such leave shall be submitted thirty (30) days in advance and in writing to the TPD (or designee) for approval, who shall grant such leave when consistent with the staffing requirements of the Hospital and the objectives of the Training Program.

(H) Extended Absence: In the event that a Resident leaves the Training Program for more than six (6) weeks, a concerted effort will be made by the TPD to fill the vacant shifts thus created.

(I) Parental Leave: Residents will be entitled to parental leave in accordance with generally applicable Hospital policies. These parental leave policy(ies) will be subject to the provisions of Article XXVI, Hospital Policies and, to the extent consistent with applicable law, paid parental leave provided pursuant to Hospital policy will run concurrently with any applicable statutory paid leave.

XVII. SALARY AND ECONOMIC BENEFITS

(A) Residents shall be paid at the following minimum annual rates:

(1) Effective retroactive to the first full pay period on or after July 1, 2025:

PL-1 $78,911 (includes $4,207 meal stipend)

PL-2 $83,670 (includes $4,252 meal stipend)

PL-3 $88,489 (includes $4,297 meal stipend)

(2) Effective the first full pay period on or after July 1, 2026, the minimum annual rates will be increased to:

PL-1 $81,278 (includes $4,333 meal stipend)

PL-2 $86,180 (includes $4,379 meal stipend)

PL-3 $91,144 (includes $4,426 meal stipend)

(3) Effective the first full pay period on or after July 1, 2027, the minimum annual rates will be increased to:

PL-1 $83,717 (includes $4,463 meal stipend)

PL-2 $88,766 (includes $4,510 meal stipend)

PL-3 $93,878 (includes $4,559 meal stipend)

(B) Meal Allowance: Each Resident will receive a meal allowance that varies by PL level, which is included in the total annual compensation figure listed in XVII (A) above.

(C) Direct Deposit: The Hospital shall direct deposit the payroll check of all Residents at no charge.

(D) Educational Expense Allowance.

(1) At the beginning of each Training Program Year, the Hospital will provide Residents the following gross amounts (less applicable payroll deductions) for educational expenses:

$1,500 per Hospital fiscal year for PL-1s

$2,500 per Hospital fiscal year for PL-2s

$3,500 per Hospital fiscal year for PL-3s

(2) The intent of this payment is that it be used to purchase medical textbooks, medical journal subscriptions, small medical equipment, such as otoscopes and stethoscopes, PDAs, educational software, computer hardware, medical society memberships, and for those expenses associated with medical conferences as set forth in Section XVI (H) of this Agreement (Educational Leave).

(E) Professional Liability Coverage: The Hospital will provide professional liability protection for services performed by Residents through its self-insurance program described in Article XXI and as set forth in Side Letter 1 on Professional and Liability Insurance, attached hereto. Liability coverage includes Residents on patient transport with the Hospital's Transport Team to and from any geographic location.

(F) Health Insurance:

(1) The Hospital in its sole discretion will select and provide individual comprehensive health insurance with basic hospital benefits, basic extended surgical-medical benefits, and major medical benefits through the Hospital-sponsored plan. The premium for health insurance coverage will be the same as that charged for all other Hospital employees (including Faculty members). At present, under the Bear Advantage PPO Plan, the Hospital pays eighty percent (80%) of the premium for individual health insurance for Residents provided the Residents pay twenty percent (20%) of the premium. Residents will pay the same amount for health insurance coverage as all other Hospital employees.

(2) The Hospital may change health insurance benefits for Residents during the term of this Agreement and any extension thereof as it changes them generally for other employees. The Hospital agrees to notify CIR at least forty-five (45) days in advance of implementing such changes, and, upon CIR's request, meet with CIR and discuss such changes.

(3) The health insurance benefits available to Residents will be on the same terms and conditions as offered to all other employees of the Hospital. The Hospital may change these benefits for Residents as it changes them generally for other employees of the Hospital. "Change" for purposes of this Article includes the elimination of a plan.

(4) The Hospital may make changes to the benefits specified in this Article, provided that such changes apply generally to other employees of the Hospital, including to cease providing health insurance benefits to employees through its own plans and instead provide insurance through either private or public health insurance exchanges created pursuant to the Patient Protection and Affordable Care Act or other applicable law. Should the Hospital cease providing health insurance benefits to employees through its own plans and instead provide insurance through either private or public health insurance exchanges created pursuant to the Patient Protection and Affordable Care Act or other applicable law, the Hospital shall pay the following toward the health insurance available through the Hospital-selected exchange(s) that is most comparable to the Bear Advantage PPO Plan for full-time eligible Residents:

(i) Eighty percent (80%) of the monthly premium, provided the employee pays twenty percent (20%) of the premium, for individual health insurance coverage;

(ii) Sixty percent (60%) of the monthly premium, provided the employee pays forty percent (40%) of the premium, for individual plus one child/children coverage (if available through the selected exchange(s));

(iii) Sixty percent (60%) of the monthly premium, provided the employee pays forty percent (40%) of the premium, for employee plus spouse or same-sex domestic partner coverage (if available through the selected exchange(s)); or

(iv) Sixty percent (60%) of the monthly premium, provided the employee pays forty percent (40%) of the premium, for employee plus family coverage (if available through the selected exchanges(s)).

If a Resident elects an insurance coverage option through the Hospital-selected exchange(s) other than the insurance that is most comparable to the Bear Advantage PPO Plan, the Hospital shall pay the dollar amount for the coverage option the employee selects (*e.g.,* individual, individual plus one child/children), *etc*., that it would pay for the health insurance through the exchange that is most comparable to the Bear Advantage PPO Plan, and the employee shall pay the remainder of the premium.

(5) The benefits and plans specified in this Article will not be changed (and a plan or benefit will not be eliminated), without at least forty-five (45) days' advance notice to CIR. The notification shall include (a) the specific change(s); (b) the effective date of the change(s); and (c) confirmation that the change(s) will also apply generally to other employees of the Hospital. If

CIR believes the change(s) will disproportionately impact Residents, the Hospital will, upon CIR's request, discuss the issue with CIR within the forty-five (45) day notice period.

(G) Dental and Vision Benefits: The Hospital will also offer dental and vision insurance benefits to Residents on the same terms and conditions as they are offered to all other employees of the Hospital and for so long as such benefits are offered to all other employees of the Hospital. The Hospital may change dental and vision insurance benefits for Residents as it changes them generally for other employees of the Hospital.

(H) Medical Services to Residents: The Hospital will continue to make available laboratory tests and all vaccinations which the Hospital requires or recommends and which are available through the Hospital's Occupational Health Department at no cost to the Resident.

(I) Physical Examination of Residents: Each Resident shall undergo a physical examination and appropriate laboratory and x-ray examinations by the Health Officer of the Hospital as required by the Hospital's Occupational Health Department. If the Resident does not wish to utilize the services of the above physician, he/she may have the above required health assessment performed by a licensed physician of his/her own choice at his/her sole expense. The results shall be submitted on the appropriate Hospital form to the Hospital's Occupational Health Department. A health assessment satisfactory to the Hospital shall be a condition of employment or continued employment. Failure to comply with the terms of this Article shall result in penalties on terms equal to other Hospital staff employees and Faculty.

(J) Disability Insurance - Long-term (LTD): The Hospital will provide long-term disability insurance to each Resident under the same terms and conditions as the LTD plan afforded to the full-time Children's Faculty (currently seventy percent (70%) of salary.) The Hospital may change this benefit as it changes it for full-time Faculty.

(K) Disability and Life Insurance for Transporting Patients: The Hospital shall provide disability insurance and shall pay the prescribed death benefit described in the employee life insurance policy in the event of a serious illness or death of a Resident while transporting a patient or en route to transport a patient. (*Also see* Article XVIII(T)) regarding Transporting Patients by Air).

(L) Retirement Plan: The Hospital shall provide its current 401(k) plan to all Residents under the same terms and conditions available to other non-management employees and the Hospital may change the 401(k) plan for Residents as it changes it generally for other employees of the Hospital, such that Residents will be offered the same 401(k) benefits as the Hospital offers to employees generally.

(M) Parking: The Hospital shall provide parking on P-3 to Residents on terms as favorable as the best terms afforded to Hospital staff employees and Faculty as those terms may be established by the Hospital at its sole discretion from time to time. The Union will be advised of any modification in the parking rates or conditions at least thirty (30) days prior to implementation. The Hospital will make reasonable efforts to continue to arrange for complimentary parking to be provided for Residents at Holy Cross Hospital and George Washington University Hospital.

(N) Transportation Allowance: At the beginning of every Training Program Year, effective retroactive to the July 2025 – June 2026 Training Program Year, each Resident will be provided a five hundred dollar ($500.00) payment to be used for (i) travel home from the Hospital in emergency situations or when the Resident believes he/she is too tired to travel home safely. and (ii) travel between work locations as set forth in applicable Hospital and/or Training Program Policy. In addition, Residents will be reimbursed for travel costs they incur traveling between work locations as set forth in applicable Hospital and/or Training Program Policy *(i.e*., for mileage at a rate set by the Hospital or the cost of approved reasonable alternative transportation for Residents who do not have a personal vehicle and parking at an off-site location where only paid parking is available) greater than five hundred dollars ($500.00) in a Training Program Year.

(O) Medical Board Certification Fees: The Hospital will reimburse all PL-3 Residents applying for medical board certification during the PL-3 residency year for the cost of the certification upon submission of a copy of the application and payment of the applicable fee; provided, however, the Hospital will not reimburse PL-3 Residents for any late registration fees. Residents must submit the required documentation to the Hospital for reimbursement of Medical Board Certification Fees within forty-five (45) days of incurring the expense. The Hospital will reimburse Residents for such fees and will make efforts to do so within forty-five (45) days of receiving the required documentation from the Resident.

(P) Medical Licensure and Renewal Fees: The Hospital will pay Resident's fees for one medical licensure and licensure renewal costs for such licensure while the Resident is employed at the Hospital, including fees for Step 3 of the United States Medical Licensure Examination (USMLE) if completed by January 1 of the PL-2 year, barring any emergencies or other unforeseen circumstances that prevent completion of the licensure (*e.g.*, assignment of jeopardy). The Hospital shall also pay for the federal Drug Enforcement Agency and the corresponding controlled substances license. Residents must submit the required documentation to the Hospital for reimbursement of medical licensure or renewal fees within forty-five (45) days of incurring the expense. The Hospital will reimburse Residents for such expenses and will make efforts to do so within forty-five (45) days of receiving the required documentation from the Resident.

(Q) American Academy of Pediatric Dues: The Hospital will pay each Resident's dues to the American Academy of Pediatrics for all three (3) Training Program Years.

(R) PALS and NRP Courses: All Residents must complete the PALS and NRP courses before beginning their first Training Year. The Hospital will provide the PALS and NRP courses at no cost to the Resident as well as re-certification as needed throughout the employment of the Resident, provided re-certification is achieved by the start of the PL-3 year, barring any emergencies or other unforeseen circumstances that prevent completion of the course (*e.g.*, assignment of jeopardy).

(S) Lab Coats and Scrubs: The Hospital shall provide one hundred and fifty dollars ($150.00) per Training Program Year to each Resident towards the cost of lab coats or scrubs:

(T) New Resident Bonus: On or before the first payroll period after September 1 of each year, the Hospital will provide each PL-1 Resident with one thousand dollar ($1000.00) payment, minus

applicable payroll deductions and withholdings; provided, however, this payment will be increased to one thousand, three hundred dollars ($1300.00) effective September 1, 2025.

(U) Supplemental Behavioral Health:

(1) The Hospital shall make monthly contributions to the Union's Voluntary Hospitals House Staff Benefits Plan ("Wellness Plan") for the purpose of the Residents having access to a supplemental behavioral health benefit provided by the Plan. The supplemental behavioral health benefit provided by the Plan will be reimbursed up to the annual amount of five thousand dollars ($5000.00) per eligible Resident or dependent each Plan year, which is July to June. Such reimbursement payment will be made by the Plan directly to the Residents.

(2) The supplemental behavioral health benefit will be administered by the Wellness Plan, and the Hospital's only responsibility will be to make the monthly contributions set forth in this Paragraph (R).

(3) The Hospital will make the following monthly contributions for each Resident to enable Residents to utilize the benefits of the Wellness Plan:

> Effective November 23, 2025 -- Eleven Dollars ($11.00)

> Effective January 1, 2026 -- Seventeen Dollars ($17.00)

Under no circumstances will the Hospital be required to make contributions greater than the above monthly amounts without a mutual written agreement signed by the Hospital's authorized representative.

(4) The Parties agree that the benefits obtainable through the Wellness Plan are secondary to the benefits provided by the Hospital.

XVIII. MISCELLANEOUS/NON-ECONOMIC ISSUES AND BENEFITS

(A) Agreement vs. Applicable Law: If any term or provision of this Agreement is at any time during the life of this Agreement found to be in conflict with any applicable law, such term or provision shall continue in effect only to the extent permitted by such law. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

(B) Badges: Resident badges shall allow access to rooms where blood drawing equipment and prescription pads are ordinarily stored.

(C) Childcare Center: If and when the Hospital provides childcare services and a center, CIR members will have access to a percentage of slots in the day care center proportionate with their ratio to the overall staff population. Such slots shall be available on the most favorable terms and conditions under which they will be offered to Faculty and employees.

(D) Contact Information: It shall be the responsibility of every Resident to keep the Hospital informed of his or her current address, telephone number and e-mail address. Hospital notification to a Resident shall be deemed sufficient if made personally, by written memorandum, or by registered or certified mail or email addressed to the Resident's last known address as shown on his or her personnel record maintained by the Hospital.

(E) Day Care Committee: In the event that the Hospital forms one or more committees to formally evaluate the feasibility of either direct on-site day care or contracting with nearby day care providers, CIR will be given at least one membership slot on each such committee.

(F) Individualized Curriculum: Residents are ensured at least five (5) months of individualized curriculum offerings during the three (3) year Training Program, at least three (3) of which shall be separate from subspecialty selectives.

(G) Forms - Physician Component: Residents will be expected to complete the physician component of forms and labels for diagnostic studies, lab work and radiographic procedures.

(H) Interns Retreat: The Hospital shall hold an annual Interns Retreat. The Retreat shall be at least forty-eight (48) hours. The Hospital shall fund the Retreat in an amount equal to $400 per PL-1 Resident as of July 1 of each year. The TPD, Chief Residents and Associate Program Directors shall plan and implement the Retreat with the advice of the Residents.

(I) Labor/Management Meetings: The Hospital or CIR's staff representative, as designated in writing in advance by CIR, may request meetings to discuss the status of contract provisions and any problem which may arise relating to the Program. The parties will meet within thirty (30) days of the request unless they mutually agree to a different time period, which agreement will not be unreasonably withheld.

(J) The Hospital shall provide online access for Residents via the Hospital's Intranet to the full academic journal articles, public medicine searches, *etc.,* that are subscribed to or held by the Hospital.

(K) Lockers: Each Resident on call will have access to a locker in the Call Room Suite.

(L) Medical Records Completion: Residents will be expected to comply with Hospital standards in regard to the timely completion of medical records. Failure to abide by these requirements shall be grounds for progressive disciplinary action. The Hospital and CIR agree to work together to develop appropriate incentives to encourage full compliance in this area.

(M) Call Room Space and Resident On Call Center

(1) Call Room Space: The Hospital will continue to provide adequate, clean call room space with lockers, reading lights, alarm clocks, pillows, pillow cases and other clean linen, and extra blankets specifically for the use of Residents on duty. There shall be call room space for all pediatric Residents on call for each inpatient team to be used exclusively as a call room. This call room space shall be dedicated to use by pediatric Residents and pediatric medical students.

(2) Resident On Call Center: The Hospital will also continue to provide and maintain a Resident On Call Center which functions as the Residents' lounge and will be supplied with a coffee maker, kitchen, office, educational supplies and equipment (including refrigerator and microwave) and, where space is available and in its judgment, storage space for Residents who are working overnight. Assignment of such space or plans to renovate, change or relocate such space shall be reviewed in advance by CIR and the TPD. The Hospital will normally have this space cleaned once a day.

(3) Resident Work Areas: The Hospital will continue to provide work areas for the Resident Teams. The Hospital will normally clean the Resident Work Areas at least once a week. While not every Resident Work Area will or can have a refrigerator and microwave oven nor can the Program guarantee that a specific number will have a refrigerator or microwave, Residents will have access to a refrigerator and a microwave oven on every patient floor on which Residents work.

(4) The Hospital will provide CIR with advance notice that changes are planned to the location of or major construction impacting the Residents' On-Call Rooms, Lounge, Team Rooms or Night Team Educational Center and will, upon CIR's request, meet to discuss same. The TPD also will make a reasonable effort to notify and, upon request, meet with CIR prior to when the changes are finalized.

(N) Otoscopes and Ophthalmoscopes: The Hospital will maintain one functional portable otoscope and ophthalmoscope per treatment room in the East Tower.

(O) Laptops:

(1) The Hospital will provide each Resident with a laptop for the Resident to use while the Resident is in the Program. The laptop remains the property of the Hospital. At the end of residency or if the Resident's status as a Pediatric Resident ends prior to that time, the Resident will return the laptop to the Hospital. The laptops will have the software necessary for Residents to provide and document patient care, including Microsoft Office.

(2) The laptops will be covered under a warranty for normal wear and tear. The Hospital's IT Department will be responsible for all routine maintenance of laptops. The Hospital's Help Desk should be notified about any malfunctioning laptop, and will be responsible for having the malfunction corrected. It is the intent of the Hospital to provide a Resident with a loaner laptop in the event that correction of a malfunction in the Resident's assigned laptop will take longer than one day. Before a laptop which has been returned by one Resident is given to another Resident to use it will be checked for mechanical issues and, where necessary, routine maintenance will be performed on it.

(3) Residents' use of Hospital-provided laptops will be subject to applicable Hospital policy, which the Hospital may from time to time change. The Hospital will provide the Union at least thirty (30) days' notice of a change in applicable policy. The Hospital will strive to replace all Resident laptops with manufacturer new laptops after the expiration of the warranty, which at present is three (3) years but which the Hospital may change from time to time in its discretion.

(P) PL-2 and PL-3 Day Off: The Hospital will provide one (1) full day off per Training Program Year for all PL-2's as a group and one (1) full day off per Training Program Year for all PL-3's as a group for the purpose of allowing the Residents in these respective levels to participate in a group activity on the day off. Where a Resident is otherwise scheduled to work on the chosen day, the Hospital will use its best efforts to arrange for coverage so that the Resident will be able to attend the group activity. In the event that a PL-2 or PL-3 is post-call on their respective days off, their call shall end no later than 8:00 a.m.

(Q) Political Education Fund ("PEF"):

(1) A Resident may consent in writing to the authorization of the deduction of a political education fee from his/her salary and to the designation of the Union as the recipient thereof. Such consent shall be voluntary and in a form acceptable to the Hospital and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving at least sixty (60) days' notice in writing to the Hospital.

(2) No later than thirty (30) days after submission of the written authorization of deduction, the Hospital shall begin deducting such political fund fee from the pay of Residents who request such deduction and shall transmit deductions to the treasurer of the Union. The Hospital shall incur no liability to the Union should it fail to take deductions within the thirty (30) days.

(3) The Hospital and CIR agree that one quarter of one percent (0.25%) of all amounts deducted from payroll is a reasonable amount to cover the Hospital's costs of administering payroll deductions. Accordingly, the parties agree that the Hospital will retain one quarter of one percent (0.25%) of all amounts deducted pursuant to the PEF payroll deduction provision set forth in this Article to reimburse the Hospital for its reasonable cost of administering payroll deductions for the PEF.

(4) The Union shall indemnify and hold the Hospital harmless from any lawsuits, claims, etc., made against the Hospital relating to or arising from any actions the Hospital takes to comply with this subparagraph.

(R) Administrative Support Services: The Hospital shall provide administrative support services with primary responsibility of one individual for House Staff matters.

(S) Ancillary Services:

(1) The Hospital shall have in place a program for the placement of IVs twenty-four (24) hours a day, seven (7) days a week. It is the Hospital's goal that Residents will not be primarily responsible for placement of IVs. However, it is recognized that proficiency in the placement of IVs is an objective of Pediatric Residency training and Residents must have sufficient opportunities to develop this skill consistent with ACGME requirements.

(2) The Hospital shall maintain, in its reasonable judgment, appropriate levels of other ancillary staffing and services so that Residents shall not be required to perform non-physician duties (*e.g.,* IV therapy, blood draws, patient transports, etc.) on a regular or recurrent basis.

(3) Case Management: The Hospital will continue to employ staff to assist with case management duties and the Hospital does not intend to have the Residents' portion of patient care coordination duties increase. The Hospital will provide CIR notice at least thirty (30) days prior to implementation of changes to the distribution of case management duties to pediatric residents and will, upon request, meet with CIR to discuss the changes. The Hospital will periodically obtain input from the Residents regarding the performance of these duties

(4) Phlebotomy Services: The Hospital will maintain a program for the provision of phlebotomy services which will be primarily responsible for providing urgent and routine phlebotomy services. It is the Hospital's goal that Residents will not be primarily responsible for providing routine phlebotomy services, and that Residents normally will not be required to perform routine phlebotomy services between 6:00 a.m. and 11:00 a.m. However, it is recognized that proficiency in the performance of phlebotomy services is an objective of Pediatric Residency Training and Residents must perform this service as needed based on patient care needs or as necessary to develop the skill consistent with ACGME requirements.

(5) It is the responsibility of the Residents to work with the Hospital to identify deficiencies in ancillary services. This will include the provision of adequate information in order to assist the Hospital in identifying the reason(s) for these deficiencies and to enable the Hospital to take appropriate remedial action.

(6) Issues relating to Residents' performance of ancillary services may be presented in Labor/Management Meetings pursuant to Article XVII(I) of this Agreement.

(T) Transporting Patients By Air: No Resident shall be required to transport patients by ambulance, jet, or helicopter unless he/she volunteers to do so.

(U) Last Day of Training Program Year: Each Training Program Year, the Hospital will no later than July 31 each year make available to Residents and CIR a schedule showing the last day of the Training Program Year. It is understood that an evening or night shift beginning on the last day of the Training Program Year will extend into the first day of the next Training Program Year.

XIX. MINORITY RECRUITMENT PROGRAM

CIR and the Hospital agree to support the recruitment and retention of minorities in the Program at the Hospital. To that end, the Hospital will maintain a working group composed of Residents and Program leadership team members to consider and make recommendations relating to minority recruitment and retention issues.

The Hospital will pay the expenses of Residents, as jointly selected by the TPD and CIR, for travel and associated recruiting expenses to attend up to two recruiting events specifically geared to the recruitment of minority candidates for entry into the Training Program. This annual fund shall not exceed seventeen thousand dollars ($17,000.00) per Training Program Year. Registration, travel, and meal expenses for the Residents that do the recruiting; travel and meal expenses for the candidates chosen to interview at the Hospital; community engagement events; and recruitment advertisements, shall constitute the only allowable expenditures from this fund.

Such fund shall be under the sole control of the TPD. These funds shall be available as of July 1 of each year.

XX. NO STRIKES OR LOCKOUTS

(A) For the duration of this Agreement and any extension thereof, CIR, its officers, agents, representatives and members shall not in any way, directly or indirectly authorize, cause, participate in, encourage, condone or ratify any strike, sympathy strike, sit-down, sit-in, slow-down, cessation or stoppage of work, boycott, picketing or other interference with or interruption of work at the Hospital or other sites where Residents perform work in connection with their employment with the Hospital. Engaging in such activity shall constitute cause for suspension or discharge under this Agreement.

(B) In addition to any other liability, remedy or right provided by applicable law or statute, should such a strike, sympathy strike, sit-down, sit-in, slow-down, cessation or stoppage of work, boycott, picketing or other interference with or interruption of the operations of the Hospital occur, CIR within twenty-four (24) hours of a request by the Hospital shall: (1) publicly disavow such action by the Resident(s); (2) advise the Hospital in writing that such action by Resident(s) had not been called or sanctioned by CIR; (3) notify Resident(s) of its disapproval of such action and instruct such Resident(s) to cease such action and return to work immediately; and (4) post notices on a bulletin board advising that it disapproves of such action.

(C) The Hospital agrees that there shall be no liability on the part of CIR for an unauthorized violation of paragraph (A) hereof by a Resident or Residents, provided that CIR complies with the request of the Hospital as provided under paragraph (B) hereof.

(D) In consideration of this no-strike pledge by CIR, for the duration of this Agreement and any extension thereof, the Hospital shall not lock out its Residents.

(E) In the event of an alleged violation of this Article, the aggrieved party shall not be required to resort to the grievance or arbitration procedures of this Agreement. The aggrieved party may, at its option, institute court proceedings or institute special arbitration proceedings regarding such violation by facsimile or e-mail notice thereof to the other party (in the case of CIR to the President, and in the case of the Hospital to the Chief Executive Officer) and to the American Arbitration Association which shall, immediately upon receipt of such facsimile or e-mail notice, appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within twenty-four (24) hours after his/her appointment, upon facsimile or e-mail notice to the Hospital and CIR. The fee and other expenses of the arbitrator in connection with this arbitration proceeding shall be shared equally by the Hospital and CIR. The arbitrator shall have jurisdiction to issue only a cease and desist order with respect to such violation. No opinion shall be required by the arbitrator but only a written order which shall be issued at the hearing. Such order shall be final and binding on the Hospital and CIR and may be immediately confirmed and specifically enforced by a court of competent jurisdiction upon the motion, application or petition of the aggrieved party.

(F) Nothing in this provision shall be construed to prevent an individual member from expressing his/her personal opinion on any third-party strike or third-party job action.

XXI. PROFESSIONAL AND LIABILITY INSURANCE

(A) (1) The Hospital agrees to insure and reserves the right to defend, insure and pay any and all professional liability claims arising only from the Resident's authorized professional services and duties while serving at the Hospital or at one of its satellite locations. (See also Side Letter No. 1.) The Hospital agrees to insure and reserves the right to defend against professional liability claims or actions brought against the Resident while performing authorized professional services at the George Washington University Medical Center, Holy Cross Hospital or any other authorized location where Residents work as part of the Program. The coverage provided by the Hospital does not cover the Residents' volunteer activities or moonlighting activities, unless the activities are authorized in writing by the President of the Hospital or his/her designee as authorized professional services. The Hospital further agrees to insure and reserves the right to defend against claims or actions brought against the Resident while performing authorized professional services at locations other than the Hospital, one of its satellites or one of the other authorized locations set forth in the second sentence of this paragraph only when there has been a written approval for the insurance coverage by the President of the Hospital or his/her designee.

(2) Authorized professional services performed by the Resident include membership on any committee of the Children's National Medical Center system including all committees of the Hospital Medical Staff and Boards of Directors and any acts or actions of the committee members within the scope of the committees' functions and purposes.

(B) Any other activities or services are specifically excluded from the insurance coverage provided by the Hospital unless specifically authorized herein. The foregoing shall pertain, notwithstanding the fact that the activities or services may involve a Hospital patient. In particular, a Resident will not be provided insurance coverage in connection with services as an expert witness in any matter unless authorized, in writing, by the President or his/her designee.

(C) The source of these funds is, to the extent permitted by the laws and regulations of the District of Columbia, the Hospital's self-insurance program administered by such administrator as the Hospital may choose.

(D) Excess commercial coverage purchased by the Hospital may be available to the Resident and the Hospital under certain circumstances. The Hospital will make available to the Resident upon request information about the extent of excess commercial professional liability coverage. Reporting requirements are as described below under the self-insurance program.

The professional liability insurance protection available to the Resident and the Hospital under the Hospital's self-insurance program is on a claims made, pre-funded tail basis as follows:*

$3 million per occurrence; $10 million per aggregate.

**The insurance available to the Resident and the Hospital under the self-insurance program is subject to change, according to market conditions*.

(E) (1) The Hospital agrees to defend, indemnify and pay any and all professional liability claims arising from the Resident's gratuitous Good Samaritan Acts. Good Samaritan Acts are defined herein as physician acts rendered to persons at the scene of an accident, without compensation, when the physician in good faith believes the administering of medical care is the only alternative to probable death or serious physical damage to the injured person. Accidents include incidents of choking, cardiac arrest and similar emergencies.

(2) The Hospital shall have the right and sole authority to select and hire an attorney to defend the Resident and to make such investigation, negotiation, and to enter into a settlement of any claim or suit as may be deemed expedient by the Hospital.

(3) If the Hospital and the attorney providing a defense to the Hospital perceive a conflict of interest in representing both the Hospital and the Resident, the Resident shall be informed as soon as is reasonable. In that event, another attorney will be selected for the Resident by the Hospital to be paid for by the Hospital through the self-insurance program. If the Resident wishes to select his/her own attorney, then he/she shall be responsible for paying the costs of the attorney.

(F) (1) The Resident agrees to notify the Hospital's Risk Management Office of any actual or potential claims of which they become aware and as may be specified in any applicable Hospital policy, which may be changed from time to time as it is changed for other Hospital employees.

(2) The Resident further agrees to follow and abide by any and all requirements of the risk management policies, procedures and educational programs adopted by the Hospital or the CNMC system and to cooperate with the Hospital in the defense of any claims, suits or causes of action in which the Resident may be named or involved. Failure to cooperate or abide by such policies, procedures or programs may result in loss of insurance coverage. The terms of this Paragraph shall survive the termination or expiration of this Agreement.

(G) A representative of the Hospital's Risk Management Office will conduct on an annual basis an educational session on the reporting of claims and potential claims.

(H) (1) The Hospital's self-insurance coverage afforded to the Resident by the above language shall be EXCESS insurance over any valid and collectible insurance policy owned by the Resident or purchased on behalf of the Resident.

(2) The Hospital further agrees to indemnify the Resident and his or her heirs for any judgments and settlements rendered against him or her within the terms of the above self-insurance which exceed the limits of the self-insurance program to the full extent it does for other Hospital-employed physicians.

XXII. EVALUATIONS AND PERSONNEL FILES

(A) Each Resident shall have access to his/her official personnel file in the Human Resources Department and the Training Program Office and the right to receive a copy of any documents therein, excluding only recommendations received in connection with the hiring of the Resident on the express condition of confidentiality.

(B) Residents shall complete all evaluations within one month of completing each rotation or be subject to loss of credit for the rotation**,** provided that they receive or have access to the appropriate evaluation at least one week prior to the end of the rotation. Residents will not be held ultimately responsible for the failure of attendings or other supervisors to evaluate Residents.

(C) A Supervising attending physician shall provide verbal evaluation to a Resident the attending is supervising approximately halfway through the rotation period and, absent extenuating circumstances, shall complete a written/electronic evaluation of the Resident within forty-five (45) days of the completion of the rotation. The Resident must review and acknowledge receipt of the evaluation.

(D) (1) The Resident shall have the right to respond to any evaluatory statement or adverse document (including incident reports) included in his/her official personnel files. Such response shall be discussed with the Resident's advisor, and the Resident's advisor will include a written response provided by the Resident in the Resident's official personnel file.

(2) The Resident shall have the right to review any unfavorable evaluatory statements in accordance with the Hospital's procedures.

(E) The Hospital will notify the Resident in a timely fashion if any adverse material is placed in his/her official personnel file.

(F) Upon receipt of written authorization by a Resident, the Resident's authorized representative may receive copies of the official personnel file in the Human Resources Department and the Training Program Office, subject to the exclusion expressed in Section 1..

XXIII. CHEMICAL SUBSTANCE-RELATED IMPAIRMENT

(A) The parties recognize that health-care workers adversely affected by chemical substances represent a threat to the health and safety of not only themselves, but other staff members and patients. Accordingly, measures taken to deal with the problem posed by health care workers adversely affected by chemical substances should provide protection for health care workers as well as promote the safe delivery of health care. An objective of such measures is to present the Resident with an opportunity for rehabilitation.

(B) (1) Where the Hospital has a reasonable belief and/or objective observations that a Resident is adversely affected by a chemical substance, the Hospital shall have the right to test for the presence of chemical substances.

(2) Where a Resident is found to be affected by the use of chemical substances, the Hospital shall have the right to impose discipline, up to and including termination, and/or take other appropriate measures, including monitoring, retesting or referral for counseling and/or treatment.

(3) If a Resident refuses to submit to chemical substance testing at the time the Hospital requests (which request will be made within twenty-four (24) hours of the Hospital having a reasonable belief and/or objective observations), or refuses a subsequent referral to the Medical

Society of the District of Columbia's Physician Health Program (hereafter "MSDC Program"), the Resident shall be subject to disciplinary action, up to and including immediate termination.

(4) If the MSDC Program notifies the Hospital that the Resident is not in compliance with an established treatment plan, the terms of Section B(3) will apply.

(5) In the event the MSDC Program finds that a Resident is not impaired, he/she will be allowed to continue working without limitation.

(6) If the Hospital doubts the conclusion of the MSDC that a Resident is not impaired, the Hospital may request that a further evaluation be performed by an independent physician specializing in the diagnosis and treatment of substance abuse problems, to be chosen at the sole discretion of the Hospital. The costs for such evaluation will be borne entirely by the Hospital. In the event that this evaluation produces a different conclusion than that reached by the MSDC, the matter will then be referred to the Chief Academic Officer for resolution. In such resolution, the Chief Academic Officer will be guided by the principles, terms and conditions of Article XXIII.

(C) The Hospital will maintain a policy to assist Chief Residents and/or the TPD in making the initial determination that a Resident's job performance may be adversely affected by chemical substances and that testing should be conducted. The Hospital shall provide a copy of modifications of the policy to CIR thirty (30) days prior to implementation, and upon the CIR's request, the Parties will meet and confer about the guidelines. The Hospital shall make the Chief Residents and the TPD aware of the policy.

(1) The TPD or his/her designee shall consult with the Department of Human Resources prior to requiring testing. If a decision is made that the drug testing is an appropriate action, the Resident will be informed that the Hospital wishes to test for drug and/or alcohol usage. The Resident will further be informed that refusal to consent to screening may result in disciplinary action, including discharge.

(2) If the Resident consents, the Occupational Health Department will be contacted to obtain specimen(s) for screening at a state-licensed or approved laboratory. The Resident will be informed of the name and address of the laboratory that will conduct the testing.

(3) The chain of custody of the specimen(s) taken will be overseen by the Occupational Health Department.

(4) After the specimen(s) is taken, the Resident will be suspended pending completion of the drug screening process.

(5) If there is a positive result of the test, a confirming test will be done.

(6) If the specimen(s) tests positive on the confirming test, the Resident will be provided with a copy of the laboratory test indicating the test results. The Resident will be informed of his/her right to choose an independent state-licensed or approved laboratory in which a third test from the original specimen(s) will be completed at the Resident's cost. The Resident will further be provided written notice of the Hospital's intent to take disciplinary action, including termination

or change of conditions of continued employment. If the Resident does not choose to utilize this step, or if the test result from this laboratory is positive, appropriate disciplinary action will be taken.

(D) (1) Residents whose substance abuse problems are recognized, excluding dischargeable offenses, as well as those Residents voluntarily requesting assistance, will be offered the opportunity to continue their employment with the Hospital by entering a medically-approved rehabilitation program as recommended by the MSDC and approved by the Hospital. The Resident will be granted a leave of absence consistent with other leave of absence policies to participate in such program. Such leave of absence will be available to a Resident only one time.

(2) Upon return to work, the Resident will be required to sign a Back to Work Agreement with Children's Hospital. Residents who have entered into the Back to Work Agreement will be tested randomly as specified in their Agreement.

(3) Failure to stay in compliance with the recommendations of the MSDC, the aftercare program, or a refusal to submit to the necessary screening tests will be grounds for immediate termination.

(E) Any resident who is offered and who takes leave to obtain treatment for abuse of chemical substances shall not be paid during the leave period; provided, however, that the Resident may choose to use accrued sick leave or accrued annual leave for such period of leave.

XXIV. PATIENT CARE TRUST FUND

(A) Effective at the start of each Hospital fiscal year (and subject to the Hospital's normal capital budget expenditure process), the Hospital will provide funds to establish a Patient Care Trust Fund in the amount of ten thousand, dollars ($10,000.00) per year to be administered by the TPD.

(B) CIR shall present its proposal for the purchase of any equipment to the TPD for approval by April 1 of each calendar year. Should the TPD accept the proposal, the equipment shall be purchased and become the property of the Hospital. If the TPD rejects the proposed purchase, s/he shall state in writing the reasons within thirty (30) days of the receipt of the proposal. If the proposal is rejected, CIR shall submit alternative proposals to the TPD. All expenditures from this fund will meet applicable Hospital financial guidelines. The TPD will not unreasonably withhold approval.

XXV. EXISTING PRACTICES

The parties acknowledge that, during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from collective bargaining. All of the understandings, agreements and undertakings arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. For the life of this Agreement and any extensions of it, all past practices and/or prior agreements or undertakings, whether written or oral, express or implied, are hereby canceled and shall have no further force or effect. In addition, for the life of this Agreement and

any extensions of it, any matters not specifically and expressly covered by this Agreement shall remain within the sole right and discretion of the Hospital.

XXVI. HOSPITAL POLICIES

To the extent a subject or matter is not specifically covered by this Agreement, the applicable Hospital policies, including human resource department policies, shall govern. The Hospital shall have the right and authority to modify, eliminate or create new policies, including human resource department policies, to the extent their specific subject matter is not covered by this Agreement. The Hospital will provide CIR with thirty (30) days' notice of the implementation of a new policy or the elimination or modification of an existing policy, and at the request of CIR, shall meet with CIR to discuss the policies.

XXVII. AMENDMENTS

This Agreement may not be amended, modified or supplemented at any time, except by mutual consent of the Hospital and CIR, in writing and signed by both parties. Such modifications shall be limited to the specific provision(s) involved and will not affect any other provision of this Agreement.

XXVIII. DURATION OF AGREEMENT

This Agreement shall be effective as of November 23, 2025 through and including June 30, 2028 and shall remain in full force and effect through the 30th day of June 2028. This Agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing not less than ninety (90) days prior to the termination date**,** or any subsequent anniversary, of its desire to modify or terminate this Agreement.

CHILDREN'S HOSPITAL

Gina Cronin, EVP & Chief People Officer

12/29/2025

Date

Date

Date

Date

Date

Date

Date

THE COMMITTEE OF INTERNS AND RESIDENTS, NATIONAL AFFILIATE OF THE SERVICE EMPLOYEES INTERNATIONAL UNION (CIR/SEIU)

Susan Naranjo, Executive Director

12/17/2025

Date

David Dashefsky, Director of Strategic Campaigns

December 11, 2025

Date

Thomas Sullivan

Thomas Sullivan, Worksite Organizer

12/17/2025

Date

Trina Van

Trina Van, Mid-Atlantic Regional Vice President

12/18/2025

Date

Date

Date

Date

Date

COMMITTEE OF INTERNS AND RESIDENTS, NATIONAL AFFILIATE OF SERVICE EMPLOYEES INTERNATIONAL UNION (CIR/SEIU)

And

CHILDREN'S HOSPITAL

- SIDE LETTERS OF AGREEMENT -

THE FOLLOWING EXHIBITS WERE AGREED TO AS SIDE LETTERS.

EXHIBIT A

SIDE LETTER 1 ON PROFESSIONAL AND LIABILITY INSURANCE

November 23, 2025

Mr. David Dashefsky
Director of Strategic Campaigns
Committee of Interns and Residents/SEIU
10-27 46th Ave., Suite 300-2
Long Island City, NY 11101

Dear Mr. Dashefsky:

I am writing in response to your request concerning professional liability coverage for Children's Hospital Residents during rotations at off-site locations. Specifically, you asked for confirmation that the Children's Hospital Residents are covered under the Children's Hospital Insurance Program for off-site educational experiences.

Indeed, the Residents are covered under our insurance program for all activities performed within the scope of their employment with Children's Hospital and performed at Children's Hospital, Holy Cross Hospital, or George Washington University Hospital, except as specified in Article XXI of the parties' collective bargaining agreement for the period November 23, 2025 through June 30, 2028. Activities performed by the Resident during off-site educational experiences to institutions other than those listed above are not covered by the Children's Hospital Insurance Program. Where the TPD pre-approves a Resident's rotation at an off-site location not covered by the Children's Hospital Insurance Program, the Hospital will make reasonable efforts to cause that institution to provide coverage for that Resident. The only exception to this rule is the case where an existing contract otherwise provides for insurance.

To be clear, the Children's Hospital coverage does not extend to moonlighting activities or other professional services performed outside of the scope of employment. However, services performed at Children's Hospital outside of the Training Program within the scope of employment are covered.

Please call if I can provide any additional information.

Sincerely,

Mary Anne Hilliard
EVP, Chief Legal Officer /s/

EXHIBIT B

SIDE LETTER 2 ON ASSLA

November 23, 2025

Mr. David Dashefsky
Director of Strategic Campaigns
Committee of Interns and Residents/SEIU
10-27 46th Ave., Suite 300-2
Long Island City, NY 11101

, Re: *Children's Hospital – D.C. Accrued Sick and Safe Leave Act*

Dear Mr. Warburton :

This confirms the parties' agreement regarding the relationship between the District of Columbia Accrued Sick and Safe Leave Act of 2008 ("ASSLA") and the sick leave provisions of the collective bargaining agreement between Children's Hospital and The Committee of Interns and Residents, National Affiliate of the Service Employees International Union (CIR/SEIU) ("CIR") for the period of November 23, 2025 through and including June 30, 2028 ("CBA").

Specifically, the sick leave provisions of the CBA encompass the leave required by ASSLA and ASSLA will not be interpreted or applied to require paid leave in addition to the paid sick leave specified in the CBA except to the extent required by ASSLA. If the following is acceptable to CIR, please sign below on the space indicated to signify CIR's agreement.

Sincerely,

Gina Cronin
Executive Vice President & CPO

Agreed and Accepted:

David Dashefsky
Director of Strategic Campaigns
The Committee of Interns and Residents



Committee of Interns & Residents/SEIU

National Office

10-27 46th Avenue, Suite 300-2

Long Island City, NY 11101

ph: (212) 356-8100

fax: (212) 356-8111

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