


# Collective Bargaining Agreement

Between

## Beth Isreal Deaconess Medical Center

## Committee of Interns and Residents/SEIU

## June 30th 2026 – June 30th, 2029

**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 Beth Isreal Deaconess Medical Center, 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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## INTRODUCTORY LANGUAGE

This Agreement is made and entered into as of the date of ratification of this Agreement, June 30, 2026, by and between Beth Israel Deaconess Medical Center (collectively, the "Employer" or the "Hospital") and the Committee on Interns and Residents ("CIR" or the "Union"). [1]

## Article I --Agreement & Recognition

01.01 Agreement

This Agreement is entered into on the 30th day of June 2026 by and between the Committee of Interns and Residents/SEIU (CIR), and the Beth Israel Deaconess Medical Center for the period from June 30, 2026 through June 30, 2029.

01.02 Recognition

The Beth Israel Deaconess Medical Center (hereinafter "Hospital" or "Employer") recognizes the Committee of Interns and Residents-SEIU Healthcare (CIR/SEIU), (hereinafter "Union") as the exclusive representative for the Hospital's Residents, including Interns and Fellows, within the unit certified by the National Labor Relations Board in Case No. 01-RC-355262 for matters within the scope of representation as specified in the National Labor Relations Act, as follows:

All full-time and regular part-time House Staff employed by Beth Israel Deaconess Medical Center in the following classifications: Interns, Residents, Chief Residents, and Physician Fellows; but excluding all Chief Residents who have completed GME training prior to assuming the position of Chief Resident or who have a faculty appointment, all other physicians, business office clerical employees, all other professional employees, registered nurses, service employees, skilled maintenance employees, confidential employees, managers, guards and supervisors as defined by the Act.

Unless expressly stated otherwise, the term "Resident" in this Agreement is intended to refer to any member of the bargaining unit, including Interns, Residents, Chief Residents and/or Fellows.

## Article II -- Access

02.01 Reasonable Access Rules

The Hospital retains the right to enforce reasonable access rules and regulations in accordance with local procedures.

02.02 Union Representatives

Designated Union representatives who are not Hospital employees shall be granted reasonable access to the Hospital facilities for the purpose of conducting union business related to the Employer during times when Residents are not engaged in clinical duties, provided that any such access does not interfere with or disrupt the proper performance of any Resident's duties nor the

[1] To the extent there is a conflict between a signed TA and this document, the signed TA shall control. All signed TAs are intended to be included in this package. The parties will work collaboratively to format and number the agreement.

operations of the Hospital. Such access must occur outside of patient care areas. In each case, absent emergent circumstances, the designated union representative(s) shall give twenty-four hours' prior written notification to the Hospital's Employee Relations Business Partner or their designee. In emergent circumstances, when at least twenty-four (24) hours' notice is not possible, the representative shall give notice as soon as possible.

02.03 List of Representatives

The Union will furnish the Hospital with a written list of all Union representatives and officers who are authorized by the Union to conduct Union business. This list shall be maintained in a timely manner, and any changes, additions, or deletions to the list shall be made in writing to the Hospital.

02.04 Use of Meeting Rooms

The Union may request use of designated general purpose meeting rooms to hold events such as, but not limited to, ratification votes, delegation elections and grievance investigations. Such a request shall be arranged in advance in accordance with local access rules and regulations and shall not be unreasonably denied. The Parties acknowledge and understand that meeting space at the facility is at a premium and may or may not be available at the times requested, depending on the needs of the facility. Room reservations shall not be canceled by the Hospital except where unforeseen circumstances require the room to be used for purposes including, but not limited to, teaching, patient care-related purposes, or staff conferences. If a reserved room is canceled, the Hospital will make timely efforts to provide a comparable alternative.

02.05 Meeting with Residents

The Union may also request access to meeting rooms at the Hospital so that Union representatives can meet with Residents in non-patient care areas. Union representatives shall not contact Residents in, linger in, or use patient care areas for the purpose of conducting Union business. Such a request shall be arranged in advance in accordance with local access rules and regulations and shall not be unreasonably denied. Room reservations shall not be canceled by the Hospital except where circumstances require the room to be used for operational purposes including, but not limited to, teaching, patient care-related purposes, or staff conferences. If a reserved room is canceled, the Hospital will make timely efforts to provide a comparable alternative.

## Article III -- Ancillary Staffing Levels

03.01 Extraneous Duties

Consistent with ACGME requirements, the Hospital agrees to accomplish program learning objectives by minimizing Resident work that is extraneous to their ACGME-accredited program(s).

03.02 Workload Assignment

The Hospital may establish, by department or specialty, patient caps and may, from time to time, adjust those patient caps, consistent with ACGME guidelines. Programs shall make a good faith effort to adhere to established patient caps, provided, however, it may be necessary to temporarily exceed such a cap under extenuating circumstances.

No Resident shall be assigned more than four (4) weeks of night call in a row.

03.03 Call Schedules

All departments will determine their own call schedules at the sole discretion of the department Program Director, or Chief Resident, (or designee).

03.04. Jeopardy

Hospital programs will establish by department or specialty, a jeopardy system and may adjust from time to time that jeopardy system. Once established, a program will make a good faith effort to adhere to the jeopardy system unless deviation is necessary to ensure continuity of clinical operations. In the event of repeated deviations from the jeopardy system in a particular department, upon request by either party, the parties shall meet to determine if corrections are needed in the jeopardy system for such department.

03.05. Staffing and Supervision

All Programs shall adhere to ACGME requirements regarding qualifications and number of faculty to ensure training and appropriate supervision requirements are met.

## Article IV -- Severability

In the event that any part of this Agreement is held to be illegal, invalid, void or unenforceable by any court of competent jurisdiction, all of the remaining conditions and provisions of this Agreement will remain in full force and effect. In the event that any provision of this Agreement is declared illegal, invalid, void or unenforceable, the parties agree to meet promptly upon the request of the other party in an attempt to reach an agreement on a substitute provision.

## Article V -- Non-Discrimination, Commitment to Community and Health Impact

05.01 Community and Health Impact

The Union and the Hospital affirm their joint commitment that all programs engage in practices that focus on mission-driven, ongoing, systematic, impartial recruitment and retention of the most qualified Physicians who are committed to providing extraordinary care to all patients for which they serve, consistent with applicable law.

05.02 Discussion During Labor Management

Community and Health Impact, as described in Section 5.01, shall be a standing topic at Labor Management Committee meetings.

05.03 Nondiscrimination

Within the limits imposed by applicable state and federal law or Hospital policies, the Hospital and the Union agree that neither party shall discriminate against or harass any Resident on the basis of race, color, religion, marital status, national origin, ancestry, sex (including designated sex at birth, pregnancy and childbirth, including medical conditions related to pregnancy, childbirth, and/or breastfeeding), sexual orientation, gender identity or expression, physical or mental disability, medical condition (cancer-related or genetic

characteristics or genetic information including family medical history), or other classification protected by applicable law, service in the uniformed services, status as a covered veteran, age, citizenship, political affiliation/opinion or Union activity/affiliation.

05.04 Academic Excellence

The Hospital is committed to creating and maintaining a community dedicated to the advancement, application and transmission of knowledge through academic excellence, in an atmosphere free of unlawful harassment, exploitation, or intimidation. Complaint procedures for unlawful harassment are covered by the Hospital's Nondiscrimination and Harassment Policy.

05.05 Fair and Respectful Treatment

The Hospital and the Union recognize that fair and respectful treatment of Residents promotes a work environment and organizational culture in support of the values of the Graduate Medical Education Training Programs. Nothing in this Agreement shall be construed to change established Hospital policies and practices about political expression and/or freedom of speech.

## Article VI -- Employee List and Orientation

06.01 Employee List

The Hospital shall provide the Union with an electronic list of incoming Residents by May 1st each year, and a list of Residents who have completed a residency training and/or fellowship program each academic year on or before July 1st.

06.02 Content of List

The list referenced in section 6.01 shall include names, personal email, address, phone number, work email address, department, and postgraduate year if available. The parties agree that lists provided as per sections 6.01, 6.02, and 6.03 will be on a good faith basis, and the Hospital will provide the most accurate information that is in their possession, and the Union will not object to minor unintentional errors, omissions, or discrepancies in the information provided. The parties acknowledge that work emails will not be available until the start of the academic year.

06.03 Complete List

A complete list of employees in the bargaining unit, including, if available, names, personal email address, phone number, work email address, department and postgraduate year shall be provided to the Union by July 15th each year, and by February 1st for the incoming class each year.

06.04 Orientation Presentation

During general GME orientation for new Residents, the Union shall be granted forty-five (45) minutes to give a presentation on the Union and the collective bargaining Agreement. The Union shall be provided the use of one information table at or near orientation. At the Union's request, the Hospital will provide the Union with a schedule of annual, general orientations at least two weeks in advance.

06.05 Orientation Materials

During general GME orientation, the Union may provide the following materials including, but not limited to, a copy of the collective bargaining Agreement, Union membership card, a list of chapter leaders with contact information, as well as any other informational materials related to the Union. The Union will distribute, remove, and store any surplus materials not distributed.

06.06 Fellow Orientation

During the fellow orientations, the Union will be given access to a table and space in the orientation area.

## Article VII -- Employee Health, Safety and Security

07.01 Safe Work Environment

The Hospital will make reasonable efforts to provide a healthy and safe work environment for Residents and will comply with local, state, and federal health and safety laws. To achieve these goals, the Hospital agrees to:

A. Ensure that literature, seminars, and other educational tools prepared by the infection control program will be made available to Residents when appropriate. The protocols for bloodborne pathogens, developed by the infection control program, shall be given to Residents. Residents shall be educated on the Hospital's needle-stick/sharps injury protocols and the Hospital shall ensure proper follow-up and treatment is available to Residents at no cost. Residents will have access to the Hospital's occupational health services for any occupational exposure/injury. If an exposure/injury occurs at an affiliate location, the Resident should follow the affiliate's protocols for treatment/evaluation. In the event that an exposure/injury requires treatment/evaluation that is not reasonably available at the Hospital or affiliate, the Resident may follow protocol as outlined by Occupational Health.

B. Provide access to required personal protection equipment to appropriately meet clinical needs, including, but not limited to, properly fitting masks, surgical caps, gloves, gowns, and goggles, properly fitting lead gowns and x-ray lead goggles, thyroid guards, and access to eye wash stations. Provide access to other necessary equipment for specific residents to appropriately meet clinical needs: personal loupes (as necessary), for surgical and surgical sub-specialties, including a sufficient number of available headlights (shared or personal, as appropriate).

C. Make a good faith effort to provide reasonable security for Residents and their property in all areas under the Hospital's control. Such security shall include emergency rooms, clinics, and other patient care areas, and shall extend to hospital parking areas owned or operated by the Hospital, and on-call rooms.

D. Residents may request that Hospital security officers be present during any interaction with a patient or visitor in which they feel there is a risk to the safety of any member of the Hospital community. Residents should follow the Hospital's policy for Managing Disruptive Patients.

E. All Residents will be allowed to participate in an employer-provided Employee Assistance Program (EAP). The EAP is confidential, and the Hospital will not discriminate against a Resident solely for participating in EAP.

F. Reproductive Freedom**:** The Medical Center, as part of its commitment to the reproductive freedom of its employees and patients, agrees to provide training consistent with federal and state law for Residents to gain the skills to provide a full spectrum of reproductive care as required by the Resident's field of training. The Medical Center will maintain a policy by which Residents may be excused from participating in reproductive care or treatment involving pregnancy termination, sterilization procedures, or reproductive technologies, and the care or treatment conflicts with the employee's cultural values, ethics, religious beliefs, or moral convictions, unless the emergency medical needs of a patient override the personal beliefs of the Resident.

## Article VIII -- Labor Management Committee

In the interest of fostering a cooperative approach to resolving problems, the Union and the Hospital shall form a Labor Management Committee made up of five (5) representatives of each party. However, the parties recognize that bargaining unit members with an interest in the agenda may attend the meetings as non-participatory observers upon request, and with the agreement of the Hospital. The Union and the Hospital agree to hold Labor Management Committee meetings on a quarterly basis or upon mutual agreement that additional meetings are necessary. These meetings will occur at a mutually acceptable time, date, and place on the Hospital campus or virtually to discuss issues related to working conditions, facilities, and items related to this Agreement. Meeting times may occur outside of normal business hours. The Union shall contact the Hospital's Employee Relations Business Partner to initiate scheduling of the meetings. Agenda items should be proposed and determined by mutual agreement no later than one week prior to the meeting date. With advance notice to the other party, each party reserves the right to invite additional Residents, faculty, or administrative personnel to the Labor Management meetings beyond the 5 representatives from each side if their technical or situational knowledge is needed for a topic of discussion during the Labor Management meeting.

## Article IX -- Lactation Accommodation

In accordance with the Hospital's Reasonable Accommodations and Fairness to Pregnant Workers policy and procedure and applicable law, lactation rooms or other comparable space shall be provided in reasonable proximity to the work area and cleaned regularly.

If no such space exists in reasonable proximity to the employee's work area, the Hospital will designate an appropriate temporary space, which is not open to the general public, for the purpose of expressing and storing breast milk. The Hospital will allow reasonable time for a Resident to express breast milk.

Residents may access lactation resources consistent with the Policy, as in effect from time to time.

## Article X -- Liability/Malpractice Insurance

The Hospital provides professional liability insurance (malpractice) coverage for its Residents through CRICO (A Reciprocal Risk Retention Group) ("CRICO Reciprocal"). Interns, residents, and fellows are insured solely for activities performed within the scope of their formal training program and approved affiliations. Coverage will continue for claims made subsequent to the Resident's departure or graduation from the program, but only for claims arising out of medical incidents occurring during the period of the Resident's participation in the program. Residents must report any incidents and claims promptly to their Program Director and cooperate fully with CRICO Reciprocal in the handling of any professional liability claims. Nothing herein is intended to alter the terms of the Policy.

## Article XI -- Management Rights

Except to the extent expressly abridged by a specific provision of this Agreement, the Employer reserves and retains, solely and exclusively, all rights and authority to operate, manage and administer its hospital, clinics, and any and all other facilities, including all such rights and authority as existed prior to the execution of this Agreement. The sole and exclusive rights and authority of the Employer which are not abridged by this Agreement shall include but are not limited to, its rights and authority to establish or continue its policies, practices, rules, regulations and procedures and to change or abolish such policies, practices, rules, regulations and procedures; to determine and set standards of professional conduct; to discontinue processes or operations or to discontinue their performance by employees of the Employer; to determine or introduce new methods, techniques, and processes; to change equipment, methods, and facilities; to temporarily or permanently subcontract work; to increase, decrease, relocate, consolidate, modify, discontinue, move, reorganize, transfer, close or sell any operations in whole or in part and to layoff or terminate employees in connection therewith; to use and install security cameras and other means and methods of tracking movement through its facilities; to test for alcohol or drug use in accordance with applicable law and Employer policies; to use temporary, per diem, managerial, and supervisory employees to perform unit work; to require overtime work; to determine whether vacancies exist and whether to fill them; to determine the number and types of employees required; to combine, expand, change, or eliminate any jobs; to assign work to employees in accordance with the needs and requirements determined by the Employer; to establish and change work schedules, work locations and assignments; to transfer, promote or demote employees, or to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons, and to establish and enforce rules for the maintenance of discipline; to evaluate performance at any time; to suspend, discharge or otherwise discipline employees and to take such measures as it may determine to be necessary for orderly and safe operation; and to set and determine policies related to health and safety, including, without limitation, the right to require vaccinations. The Employer shall also have the right to unilaterally establish, maintain and change policies and procedures, provided that the terms set forth therein are not in conflict with the express terms of this Agreement. These enumerated rights of management are not limited to those set forth herein. The parties agree that their decision not to list other rights or the above rights in more specific detail is for the sake of brevity only and shall not be construed as a limitation on the Employer's right and ability to unilaterally exercise such rights. This Article shall survive the expiration of the collective bargaining agreement consistent with applicable law.

## Article XII – Leaves of Absence

12.01 General Criteria

This Article sets forth the general criteria for various leaves of absence, with or without pay. Specific questions about any form of leave in this Article and/or its impact on the Resident's program requirements should be directed to the Program Director.

12.02 Applicable Law

If applicable state or federal law requires the Hospital to offer any leave in a manner that would be more generous to employees than is currently provided in this Article, the Hospital will comply with the law.

12.03 Military Caregiver Leave

An eligible Resident who is required to care for a family member shall be granted leave in accordance with Hospital policy and applicable law.

12.04 Qualifying Exigency Leave

An eligible Resident who is the spouse, domestic partner, child or parent of a military member is eligible to attend to any "qualifying exigency" as defined by applicable law, and consistent with applicable law and Hospital policy.

12.05 Leave for Military Service

Residents are eligible for military leave with pay while engaged in the performance of military duty consistent with the Uniformed Services Employment and Re-Employment Rights Act of 1997 (USERRA), along with any applicable state law and Hospital policy. The Employer will provide pay for up to 17 days of such training each year, equal to the difference, if any, between the Resident's regular base weekly earnings and any wages paid by the military. All benefit coverage will continue during paid military leave. Absence from the training program to meet military service obligations must be communicated to the Program Director and/or department by the Resident with as much notice as possible. Residents will not be required to use vacation and or personal time to engage in required military trainings or deployments.

12.06 Leave for Jury Duty

Residents will be provided with paid time off to fulfill their civic obligation of jury duty.

When a Resident is selected for jury duty, they shall provide the program with a copy of the jury summons within ten (10) days of receiving the summons. A Resident selected for a trial will not be scheduled for night shifts when they have served on a jury during the daytime.

Only the court, pursuant to the procedure outlined in the Jury Summons Notice, can grant deferment or excused absence from jury service. However, a Resident summoned for jury duty may request that the court excuse them by virtue of participation in a graduate medical education program. The Resident may request from the Program Director a letter verifying the Resident's participation in the program to be submitted to the court. The Employer may request proof of attendance at jury duty.

12.07 Parent Leave

A. Residents who become a parent — by birth or adoption — shall be eligible for twelve (12) workweeks of parental leave with full pay and benefits for each birth/adoption event (i.e., the birth of twins represents a single event) consistent with the Employer's policy. The time may be taken consecutively or intermittently (limited to two (2) blocks of time), provided the leave takes place within one year of the birth of the child or placement of the child with the Resident.

B. The twelve (12) workweeks of Parent Leave are separate from vacation time but run concurrently with all other applicable leaves, such as FMLA or MA PFML.

C. After twenty-eight (28) weeks of pregnancy, the Resident will not be required to work 24-hour call shifts and will not be required to work a shift of more than sixteen (16) hours. If a Resident requests additional accommodations, the Employer will comply with the requirements of the Americans with Disabilities Act and applicable Massachusetts law.

12.08 Family and Medical Leave (FML)

A.

Pursuant to and consistent with the Family and Medical Leave Act (FMLA), or any applicable state leave laws (including MA PFML), an eligible Resident will be granted up to twelve (12) weeks of unpaid leave in a twelve (12) month period. FML will be granted to an eligible Resident for the following reasons:

a. The Resident's own serious health condition;
b. To care for a family member (child, spouse, domestic partner, parent) who has a serious health condition;
c. The Resident's pregnancy-related disability (Pregnancy Disability Leave);
d. Extension of provided parental leave to bond with a Resident's newborn or a child placed with the Resident for adoption or foster care;
e. Military Caregiver or Qualifying Exigency Leave.

Pursuant to the FMLA, an eligible Resident may take up to 26 workweeks of unpaid, job-protected leave in a single 12-month period to care for a covered servicemember with a serious injury or illness.

All applications for FML must comply with the Hospital's policies and procedures governing such leave and applicable law. The maintenance and administration of FML shall be at the Hospital's discretion, subject to the FMLA, any other applicable law, and the terms of this subsection.

B. Eligibility
   a. A Resident who meets the minimum earnings requirements under MA law will be eligible to apply for MA PFML benefits.
   b. After twelve (12) months of employment and at least 1,250 hours of actual hours worked in the twelve (12) month period, Residents will be entitled to FMLA leave if they otherwise meet the requirements under applicable law.
   c. The Resident may, but is not required to, use sick leave and vacation before taking a leave under FMLA, MA PFML, or the MA Parental Leave Act.

C. Benefits Continuation

a. During an FMLA leave or MA PFML leave, the Hospital shall continue its contribution for the Resident's health, dental, vision, and disability insurance coverage benefit.

12.09 Bereavement Leave

A Resident shall receive up to three (3) paid days off within three months following a death in the Resident's immediate family to attend the funeral, make arrangements, or take care of other matters related to the immediate family member's death. For purposes of Bereavement leave, "immediate family" is defined as the Resident's spouse**,** child, partner, parent, grandparent, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, spouse's parent, partner's parent, and relative living in the Resident's household. In addition, Residents may request to use sick days in addition to Bereavement days if they need additional bereavement time. If a Resident needs to take additional time off for bereavement, the Program Director will work with the Resident to accommodate this request. Such requests will not be unreasonably denied.

12.10 Sick and Personal Days

A. Consistent with ACGME requirements, all Residents may attend medical, mental health, and dental appointments during work hours. For non-urgent appointments, schedule arrangements must be discussed and planned in advance with the Program Director or the Program Director's designee. For appointments that are reasonably expected to last under four hours, a Resident will not be required to use sick days.

Each Resident will be entitled to eight total paid sick days (inclusive of MA ESL) up to three of which may be used as personal days each academic year. Each program shall establish a policy specific to its participants concerning usage of sick/personal days consistent with this section, any applicable law and ACGME or ABMS guidelines.

12.11 Time Away from Training

Residents will not be required to make-up time off at primary or affiliate sites for any leave granted under Article 12, unless required by ACGME, the certifying board or to meet a Program's graduation requirements. Training program leadership will work with Residents who, due to an absence under this Article 12, need to make up time required for graduation and/or board certification with the goal of meeting the requirements for satisfactorily completing training.

12.12 Leave Coverage

Residents will not be required to find their own shift coverage when out on an approved leave of absence.

For added shifts when the Resident was designated to be entirely off, where the Resident is required to work with less than 24 hours' notice when not previously designated as "Backup/Jeopardy/Sick Call," the Resident will be paid at the moonlighting/extra-call pay rate (see Article 31); programs may offer more at their discretion.

12.13 Required Exam Leave

A Resident shall continue to be relieved of night shifts and overnight call on the night preceding and given off the day of all required medical licensing boards (USMLE/COMLEX) exams without being required to use any other time off. Subject to patient care needs, programs that currently offer time off for scheduled interviews will continue to endeavor to provide.

## Article XIII -- Release Time

13.01 New Hire Orientation Release

Upon advance request of at least sixty (60) days, for each GME new Resident orientation, up to three (3) Residents per session shall be granted release time to participate in New Residents orientation sessions, subject to Section 14.05 below. This release will be excluded from Vacation Time.

13.02 Convention Release

Upon an advance notice of at least sixty (60) days, the Hospital will make reasonable efforts to release from work and not schedule up to twelve (12) elected CIR delegates for duty so that they can attend the CIR annual convention, subject to Section 14.05 below, for up to three (3) days. This release will be excluded from Vacation Time. Travel and other expenses related to the CIR convention are not reimbursable by the Employer.

13.03 Executive Committee Release

Upon advance request of at least sixty (60) days, the Hospital will make reasonable efforts not to schedule any Union member elected or appointed to CIR's Executive Committee for duty so that they can attend the aforementioned committee's quarterly meetings, subject to Section 14.05 below. This release will be excluded from Vacation Time. Travel and other expenses related to the Executive Committee meetings are not reimbursable by the Employer.

13.04 Release Time for Negotiations

Upon reasonable advance request to Residents' Program Leadership, up to fifteen (15) bargaining committee members shall be granted release time to attend bargaining sessions subject to the operational needs of the Hospital and programmatic procedures for granting release time and subject to Section 14.05 below. This release will be excluded from Vacation Time and Paid Time Off.

13.05 Release Time

Release time is not guaranteed and shall be subject to patient care, board eligibility requirements and Department needs; requests for release time shall not be unreasonably denied. Nothing herein requires that work be involuntarily transferred to another Resident.

## Article XIV -- Resident Lounges and Call Rooms

14.01 Resident Lounge

The Hospital provides break rooms and lounges that may be used by Residents. The Hospital will make reasonable efforts to include amenities such as hospital phones, microwave, refrigerator,

utensils, coffee machine with free coffee, seating, filtered water cooler, computers, printer with regular restocking of supplies, secure shredder boxes, and internet. The parties recognize that not every break room and/or lounge will include all of the listed amenities and not every break room and/or lounge will be exclusive to Residents.

14.02 Call Rooms

The Hospital must ensure adequate, safe, quiet, and clean sleep/rest facilities. The call rooms will be equipped with one bed and clean linens prepared for sleep per Resident that is on in-house call and home call, who are actually called in. The Hospital will make a good faith effort to equip call rooms with a desk, a hospital phone, a working computer with monitor, a trash can, and a light. Call rooms will be kept in a state of good hygiene and repair. Call rooms will be subject to daily housekeeping services, including on weekends and holidays, and will not be accessible to the general public. The call room environment will be kept reasonably quiet and secure.

14.03 Resident Physician Workroom

Every program/specialty will have access to a workroom with workstations and a nearby printer. This is notably separate from the "Common Resident Lounge" as stated in 15.01 and call rooms stated in 15.02.

14.04 Concerns around Residents' Lounges and Call Rooms

Any issues that arise regarding access or availability of the spaces outlined in Article 15, shall be discussed as a standing agenda item on the Labor Management Committee.

## Article XV – Resident Wellbeing and Scheduling

15.01 Resident Well Being

A committee on Resident Well Being has been established and will be maintained during the term of this 2026-2029 agreement to serve as an advisory body to the GME Wellness Director (or designee) on wellbeing policies, initiatives, and burnout prevention.

A. The Committee shall consist of no fewer than five (5) Resident members.
B. The Hospital will support the Committee with a budget of $15,000 per academic year. The Committee shall comply with the Hospital's policies and procedures for any expenditures.

15.02 Resident Medical Appointments

The Hospital acknowledges its responsibility to provide Residents with the opportunity to attend medical, vision, and dental care appointments, including mental health care, during work hours, assuming safe patient care. House Staff shall submit a written request in advance whenever possible; requests shall not be unreasonably denied.

15.03 Major Program Changes

In the event of program changes, the Hospital will work with Residents to ensure that any changes to individual rotations or rotation schedule(s) will not prevent or delay Residents from meeting their training requirements for on-time graduation. There should be a mutual discussion between the program and Residents if there will be a change in the structure of a rotation that will change days off, Vacation Time, Paid Time Off, and/or call duty.

15.04 Duty Hours

The Hospital shall comply with applicable ACGME requirements regarding duty hours. Residents must enter their duty hours in compliance with the Hospital's GME requirements. Clinical and educational work hours must be limited to no more than 80 hours per week, averaged over a four-week period, inclusive of all in-house clinical and educational activities, clinical work done from home, and all moonlighting/extra-call for pay.

15.05 Access to Fitness Facilities

The Hospital will continue to provide discounted memberships to commercial fitness centers on the same terms and conditions as offered to Hospital employees.

## Article XVI -- Child Care

The Hospital provides discounted or free membership to Care.com (or a similar service) to the same extent and on the same terms and conditions as other Hospital employees. The Hospital will also offer to Residents any other child care benefit that is offered to other Hospital employees on the same terms and conditions as such other Hospital employees.

## Article XVII -- Grievance and Arbitration:

17.01 Definitions

A. Academic or Clinical Matter/and or Decision. An "Academic or Clinical Matter/and or Decision" shall be one that relates to a Resident's satisfactory fulfillment of the clinical and academic and administrative standards of their residency program including the acquisition of the requisite fund of knowledge, as well as the development of the clinical and administrative skills necessary to function as a physician in the Resident's medical specialty.

Academic and Clinical Matters and/or Decisions, including the determination of whether a Resident has failed to satisfy any requirements of their training program, such as clinical competence, including but not limited to, ACGME standards and/or core competencies (i.e., medical knowledge, patient care, interpersonal and communication skills, professionalism, practice-based learning and improvement and systems-based practice) shall not be subject to review under the Grievance and Arbitration Procedure set forth in this Agreement, but shall be subject to the Due Process Policy (or other applicable policy).

B. Grievance and Arbitration Procedure. The Grievance and Arbitration Procedure refers to this Article.

C. Grievance. A Grievance shall be:

a. A controversy or claim arising directly out of or relating to the interpretation, application, or breach of a specific provision of this Agreement during the term of this Agreement that is not arising from or related to Academic or Clinical Matters and/or Decisions; and/or

b. A dispute arising from a disciplinary action (suspension, non-renewal, probation or termination) initiated by the Hospital that is not an Academic or Clinical Matter and/or Decision. Except as expressly provided otherwise in this Agreement, the Grievance and Arbitration Procedure will be the exclusive remedy for all asserted violations of this Agreement that are not Academic or Clinical Matters and/or Decisions.

D. Consolidation. Grievances related to two (2) or more Residents which concern the same incident, issue or course of conduct, or multiple grievances related to the same Resident, may be consolidated for the purposes of this procedure, provided that both Parties agree and the time limits described in this Article shall not be shortened for any grievance as a result of consolidation.

E. Representation. Only CIR will have the right to file and present grievances under the Grievance and Arbitration provisions on behalf of an individual Resident, on behalf of a group of Residents and/or on behalf of itself. It will be CIR's responsibility to inform a Resident that it is bringing a grievance on behalf of said Resident (including any Resident named in a group grievance).

17.02 Procedure

Step 1: Informal Review. Within fourteen (14) calendar days of the alleged violation, the Resident and/or Union shall informally discuss the grievance with the Resident's Program Director to informally attempt a resolution of the matter before a formal written grievance is filed. If the grievance is not resolved through informal discussions with the Resident's Program Director, CIR may file a formal grievance as set forth below.

If the alleged violation is resolved by the Program Director at Step 1, the resolution will not be precedent-setting. Attempts at resolving the grievance at Step 1 will not extend the time limits for filing a formal grievance at Step 2, as described below.

Step 2: A formal grievance must be filed in writing by the Union to the DIO or designee with a copy to the Program Director and Employee Relations Business Partner within fifteen (15) calendar days of the alleged violation of this Agreement.

A. Formal grievances must set forth in writing and state with specificity the following:

1) The specific section and provision(s) of the Agreement alleged to have been violated;
2) The action grieved and how it violated the above-mentioned provision(s);
3) The date(s) of the occurrence of the alleged violation(s);
4) How the grieving Resident was adversely affected;
5) The name of the Resident representative;
6) The date the Resident discussed the alleged violation with their Program Director;
7) The remedy requested; and
8) The Date(s) and Program Director who was notified of Step 1 allegation and subsequent discussion.

Within twenty-one calendar days of receipt of the written grievance, the DIO or designee will either provide a written response to the Union or will schedule a meeting to discuss the alleged violation with appropriate Hospital representatives, the Resident(s) who is/are the subject(s) of the grievance, and, if requested by the Resident, a union delegate. Within fifteen (15) calendar days after the meeting is held, a written response will be issued to the Union. If the response is not issued within the established time limits the grievances will be considered denied.

Step 3: If the grievance is not resolved at Step 2, the Union may appeal the grievance in writing to the Director of Employee Relations (or designee). The written appeal must be received within twenty-one (21) calendar days of the date on which the written response at Step 2 was issued or should have been issued.

A. Within fifteen (15) calendar days of the receipt of the Step 3 appeal, the designated Hospital Employee Relations administrator will either provide a written response to the Union, or will schedule a meeting to discuss the grievance. If a Step 3 meeting is held, the Hospital will provide a written response to the Union within fifteen (15) calendar days of the meeting. If a written response is not provided within the specified time period, the grievance will be considered denied.

B. The Union may appeal the grievance to arbitration as outlined below within fifteen (15) calendar days of the date of the written response, or fifteen (15) calendar days of the date on which the written response should have been issued.

C. Electronic Filing: If a grievance or appeal is filed by email, the attachment must be in PDF format or a similar electronic document. The Union also agrees that by filing a grievance or appeal by email, all subsequent Hospital responses may be sent by email and shall constitute service of any written response as outlined in this article.

    1) A Hospital Employee Relations representative shall notify the Union of the email address where grievances and appeals may be electronically filed.
    2) All subsequent Hospital responses may be sent by email to the CIR representative who initiated the grievance as outlined in this article.

17.03 Time Limits

Time limits may be extended, in writing, by mutual agreement of the parties in advance of the expiration of the time limits, except for the Step 2 deadline for filing a formal grievance. Deadlines which fall on a holiday will be automatically extended to the next business day. If the grievance is not appealed to the subsequent step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered settled on the basis of the Hospital's written response.

17.04 Release Time

A. Whenever the Hospital and the Union convene a meeting for a Step 2 or 3 grievance during the scheduled work time of the Resident who is the subject of the grievance, release time shall be granted to that Resident.

17.05 Resolution

A. Informal resolution may be agreed upon at any stage of the grievance process. Prior to the resolution of any formal grievance in this bargaining unit, the Union shall be notified. Any offers of settlement are off the record and not admissible at any step in the grievance procedure or at arbitration.

17.06 Arbitration

A. Arbitration under this Agreement shall be limited to grievances that have been timely processed through the Grievance Procedure.

If the grievance is not satisfactorily resolved at Step 3, the Union, and only the Union, and not any individual employee, may submit the matter to arbitration. Such submission must be made within fifteen (15) calendar days of the Step 3 written response or fifteen (15) days on which the written response in Step 3 should have been issued. A demand for arbitration must be served in writing, on the Hospital's Director of Employee Relations or designee via email as outlined above in Article 17.02 (C) within this period as a condition for processing the demand and must specify the specific Section(s) and Article(s) allegedly violated.

B. The Parties agree to follow the rules of the Labor Relations Connection unless otherwise mutually agreed.

C. The Arbitrator shall have the authority only to settle disputes arising under this Agreement concerning the interpretation and application of specific Section(s) and Article(s) of the Agreement to the facts of the particular grievance presented to him or her. The Arbitrator shall have no power to add to, subtract from, or modify this Agreement or any supplement to it. The Arbitrator shall have no power to engage in any form of interest arbitration, unless both parties agree in writing.

D. Unless there is an agreement by both Parties to modify the scope of the arbitration, the issue(s) to be heard by the arbitrator shall solely be restricted to the description provided in Article 18 Grievance Procedure.

E. If the grievance is sustained in whole or in part, and subject to the limitations set forth in Article 18 above, the remedy shall not exceed restoring to the Resident the pay, benefits or rights lost as a result of a violation of the Agreement, less any compensation and/or benefits received from any source. The arbitrator shall have no authority to award time-in-lieu of training or to extend the time limits for program completion.

F. Only one grievance may be referred to and decided during a particular arbitration, unless otherwise agreed by the Parties, in writing. The decision of the Arbitrator shall be final and binding upon the grievant, Hospital and the Union.

G. The decision shall be distributed to the Parties within thirty (30) calendar days of the close of the record of the arbitration, unless the arbitrator notifies the Parties that the time frame cannot be met.

H. The Hospital and the Union shall split the arbitrator's fees. Expenses for other services or facilities shall be borne by the Party requesting such services or facilities unless the Parties agree otherwise in advance.

## Article XVIII – Health Benefits

Section 1. Health, Dental and Vision Benefits

Residents shall be eligible to participate in the medical, prescription benefits, dental, flexible spending accounts, life insurance, and short- and long-term disability insurance and vision benefits programs offered by the Hospital to its employees on the same terms and conditions as other participants, as described in such plan documents and summary plan descriptions as they may exist from time to time. The Hospital reserves the right to alter or discontinue any and all benefits programs in its discretion as plan sponsor. At least sixty (60) days prior to the implementation of any change, the Hospital will notify the Union of and, at the Union's request, meet and confer regarding the planned changes.

Section 2- Other Benefits

A. A Resident on approved Family and Medical Leave (FML) shall be entitled, if eligible under applicable law, to continue participation in health benefit coverage (medical, dental, and vision) as if on pay status.

B. The Hospital will offer a Flexible Spending Account (FSA) consistent with applicable law.

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

18.02 Fertility and Adoption Benefits

A. During the term of the 2026 – 2029 agreement, the Hospital will provide no less than the current fertility/IVF coverage under the Hospital's health care plan(s) as of the time of ratification.

B. If the Hospital offers an adoption benefit to non-bargaining unit employees, the Hospital will provide this benefit on the same terms and conditions, as in effect from time to time, to bargaining unit members.

18.03 Employee Assistance Program

The Hospital will provide Residents access to an Employee Assistance Program that provides confidential access to mental health and well-being services. All records of treatment by a

BIDMC EAP provider will be kept in the strictest confidence, prohibiting disclosure unless required by applicable law.

## Article XIX – Holidays

19.01 Resident Holidays

Holidays for Residents will be consistent with the schedule of the institution to which the resident is assigned and with the policies of the program and/or department and applicable specialty board.

The following are currently recognized Hospital Holidays:

1. New Year's Day (January 1st)
2. Martin Luther King Day (Third Monday in January)
3. President's Day
4. Memorial Day (Last Monday in May)
5. Patriots' Day (Third Monday in April)
6. Independence Day (July 4th)
7. Labor Day (First Monday in September)
8. Indigenous Peoples' Day (Second Monday in October)
9. Thanksgiving Day (Fourth Thursday in November)
10. Christmas Day (December 25th)

Each Program will develop (or has developed) a policy for holidays off/coverage. The Hospital will notify the union of any changes to the program's policy for holidays and coverage and will meet and confer upon the request of the union.

19.03 Holidays Off Work and scheduled work on Holidays

Programs shall, to the extent practicable, schedule work such that where work is required on the holidays listed above, such work shall be equitably distributed among the Residents in the Program.

## Article XX – Vacation[2]

20.01 Vacation

Residents shall be permitted to take up to twenty-eight (28) days of vacation, consisting of twenty-four (24) hour increments for each day, per academic year. Vacation time off must be requested in advance using the appropriate procedure for the department or division and must be approved by the Program Director. Vacation time does not accrue from year to year. Unused vacation time expires at the end of the academic year and may not be cashed in, paid out, or carried over.

A seven (7) day vacation period counts as one (1) of the required days off per four (4) week period in accordance with ACGME guidelines.

[2] To the extent that this Article would change existing vacation scheduling practices, such practices will not be implemented until the AY28 Academic Year (July 1, 2027).

A Resident shall not be required to engage in work-related duties during vacation, including but not limited to educational conferences, didactics, and residency interview activities for applicants to the Hospital residency program.

20.02 Vacation Scheduling

Vacation leave shall be scheduled by the program pursuant to the program's written policies, which will be in compliance with each program's ACGME program requirements and/or certifying board requirements. In scheduling vacation, programs should take into account any requests for specific dates or blocks of time by individual Residents, but all parties understand that it may not always be possible to accommodate a Resident's requests. Vacation may be requested in weekly (seven day) increments. Any programs that currently allow Residents to take day to day vacations will continue to consider these requests. The Program Director or a designee shall arrange work coverage for the Resident such that the Resident is not responsible for finding their own work coverage.

## Article XXI – License Reimbursement and Training

21.01 License Reimbursement and Required Training

To be eligible for reimbursement under this provision, a Resident must meet the following requirements:

A. The Resident must be appointed through the Office of Graduate Medical Education in a residency or fellowship training program for the relevant academic year; and

B. The Resident must have an active appointment on the date payment was made to the Massachusetts Department of Financial and Professional Regulation, or the Massachusetts Medical Board, or the Federation of State Medical Boards.

21.02 Limited Medical License (Beginning AY28 – July 1, 2027)

New License: The Hospital will pay for the limited medical license required for the Resident to work at the Hospital.

Renewal of License: To be eligible for the payment of a limited license renewal, the previous license expiration date must be within the academic year in which the Resident is appointed to a training program.

21.03 USMLE STEP III/COMLEX III (For Step III exams taken after ratification)

Residents are eligible to receive reimbursement once during the term of their employment for USMLE Step III/COMLEX III examinations. Reimbursement is only for fees paid directly to the National Board of Osteopathic Medical Examiners or Federation of State Medical Boards.

21.04 Licenses

The Hospital shall provide access to training for the following initial licenses/certifications if required by the Resident's program: BLS, ACLS, ATLS, PALS, and ALSO. In the event of an exceptional need, with the prior approval of the Program Director, if a Resident is unable to

attend an in-house training at the Hospital and is required to pay out of pocket to attend elsewhere, the Hospital shall reimburse the Resident for the cost of the training.

21.05 Academic Conferences

Residents shall be entitled to reimbursement for certain expenses related to a presentation at a conference provided that the conference was accredited for Continuing Medical Education and the Program Director or designee approved the Resident's participation in the conference. The Resident shall be reimbursed consistent with program practices and procedures for the travel, registration fees, reasonable lodging and food for the day before, day of and day after the presentation up to the maximum amount currently in effect for the program.

Presentation for these purposes is defined as the presentation of a paper to an audience as specified in the program or as a first author of a poster. The presenter will be reimbursed for only one presentation per paper or poster.

Exceptions can be made with the approval of the Program Director or designee.

## Article XXII – Electronic Devices

22.01 Pagers

Each Resident shall be provided a physical pager as long as pagers are used by the Hospital as a primary means of communication. The Hospital will ensure that batteries for pagers are available at clinical sites that require them. All Residents shall return the pager when they end employment with the Hospital or when directed to return the pager.

22.02 UpToDate Access

The Employer shall subscribe to UpToDate Institutional access, such that each Resident can have access to this resource for clinical duties at no cost to the Resident.

## Article XXIII – Program Additional Benefits

Some programs, as of the effective date of this contract, provide education and/or conference benefits to Residents that exceed what is provided for by this Article. Programs may provide additional funds or benefits to Residents for educational purposes. It is not the current intent of the Hospital to reduce these benefits. Prior to making any reduction to said benefits, the Hospital shall provide notice to the Union prior to implementation; and upon written request by the Union, the Hospital shall meet and confer regarding the change.

## Article XXIV – Educational Time

24.01 Educational Programs

The Union and the Hospital recognize that education is a key component of training programs at the Hospital. The Hospital will make good faith efforts to facilitate Residents' attendance at academic activities required by the Program Director, including but not limited to lectures,

conferences, courses, simulations, computer training sessions, and orientation days, and will also make a good faith effort to minimize interruptions during educational time.

Before making any material change to current protected educational didactics during work hours, the Hospital will provide notice to the Union and, if requested, will meet to discuss with the Union.

24.02 Required Events

If the Hospital requires a Resident to attend an educational conference or program offered by a third party, the Resident shall be reimbursed for travel expenses, required materials, registration fees, lodging, and food consistent with Hospital travel and reimbursement policies.

## Article XXV – Meal Allowance/Healthy Food

25.01 Meal Allowance

During the term of the 2026 – 2029 agreement, the Hospital will maintain all current meal benefits.

## Article XXVI – Parking and Transit

26.01 Parking

A. Residents shall be eligible for discounted parking at the Hospital. Residents will not be singled out for unfavorable parking terms or locations.
B. Parking must be accessible, on-site (as defined in the following sentence), and available 24 hours a day, seven days a week. This parking shall be located within approximately three blocks of the Hospital.
C. The Hospital shall provide notice to the Union of any material parking fee increases or change in location of House Staff parking, and upon request, will meet and confer with the Union regarding said changes.

26.02 Public Transportation

If a Resident chooses to use public transportation to travel to work, they will be eligible for the Hospital's discounted MBTA pass program on the same terms and conditions as other Hospital employees.

26.03 Mileage and off-site rotations

Residents assigned rotations, clinical experiences, or call shifts more than twenty (20)-miles away from their primary site will have the following benefits:

A. Reimbursement for all tolls and mileage at the applicable IRS rate.
B. If a Resident chooses to use public transportation or an app-based car service to travel to an assigned off-site rotation, reimbursement for associated costs.
C. If a Resident chooses to park at the assigned off-site rotation, reimbursement for parking fees.

26.04 Bicycle Storage

The Hospital shall provide free access to secure and safe bicycle storage facilities. These facilities are designated areas specifically designed to store bicycles safely and securely. Residents shall have access to the bicycle storage facilities twenty-four (24) hours a day, seven (7) days a week. Access to the storage facilities will be controlled by a secure entry system, and Residents must follow all established procedures for using the facilities to ensure the safety and security of all stored bicycles.

## Article XXVII – Retirement

27.01 Retirement Plan

A. The Hospital will continue to offer Residents access to the BILH Defined Contribution Retirement Savings Plan (the Beth Israel Lahey Health 401(k) Retirement Savings Plan and/or the Beth Israel Lahey Health 403(b) Retirement Savings Plan).

B. The Hospital will continue to provide an automatic two percent (2%) basic core contribution to the Beth Israel Lahey Health Defined Contribution Retirement Savings Plan.

C. Vesting and other requirements shall be consistent with the terms of the plan as amended from time to time.

## Article XXVIII -- Additional Benefits:

28.01 Additional Meal Allowance

Consistent with ACGME program requirements, the Hospital affirms its obligation to ensure that Residents have access to food at all times while on duty, including when on rotation at an affiliated institution. Because affiliated institutions are not owned or operated by the Hospital, the Hospital cannot ensure that Residents are provided complimentary food while on rotation at an affiliated institution. Any rotation site that provides additional meal benefits will not be considered a violation of this Agreement.

## Article XXIX -- Moonlighting

29.01 Moonlighting

The Hospital will continue to have a moonlighting policy applicable to all training programs, which may be in addition to program-specific moonlighting policies (which shall include written pre-approval) and complies with ACGME Guidelines for Moonlighting. Moonlighting, as defined by Hospital policy, is voluntary, must be included in work hours logs, and may not cause the trainee to exceed the work hour limits established by ACGME. Residents must obtain prior written approval from the Program Director and/or Chief/Chair to Moonlight, as provided in the policy. The Resident must obtain the appropriate credentials and licensure for the moonlighting activity.

29.02 Moonlighting/Extra Call for Pay Pay-Rate

A. All Residents will be paid an hourly rate for moonlighting/extra call for pay shifts performed at the Hospital, if opportunities are available and designated as

moonlighting/extra call by the Hospital. However, in no case shall the hourly rate be less than $150/hour. Moonlighting rates as of the date of ratification of this agreement will not be lowered for the duration of this agreement but may be raised.

B. Prior to making changes to moonlighting/extra-call for pay rates, the Hospital shall meet with the Union prior to implementation to negotiate rates.

## Article XXX -- Program Closure and/or Reduction

In the event of a program closure, the Hospital shall follow all Accreditation Council for Graduate Medical Education (ACGME) guidelines "regarding program closure/reduction" and applicable Hospital policy on Program closure.

The Hospital must inform the Graduate Medical Education Committee (GMEC), Designated Institutional Official (DIO), and affected Residents as soon as possible when it intends to reduce the size of or close one or more ACGME-accredited programs.

In the event of a program closure, or reduction in size (that impacts current Residents) of a training program, whether temporary or permanent, the Hospital will follow applicable ACGME guidelines and must allow Residents already in an affected ACGME-accredited program(s) to complete their education at the Hospital, or assist them in enrolling in (an)other ACGME-accredited program(s) in which they can continue their education. In such event, the Hospital shall continue to pay the salaries of displaced House Staff for the remainder of the academic year or until said House Staff are offered a position in another training program at another facility if such placement is within the academic year, whichever is sooner.

## Article XXXI – Fatigue Mitigation

A.

1. In the event a Resident who drives to the Hospital for work is too fatigued to drive home safely at the end of a shift, or falls acutely ill while on duty and cannot safely drive home, the Resident has the following options:

- Sleep in an available call room until able to drive safely; or
- Utilize a transportation service (app-based) as described in Section B of this Article below from the facility to their verifiable home address.

2. In addition, a House Staff who has worked twenty-eight (28) or more hours in the preceding forty-eight (48) hours and is too fatigued to travel home safely, or falls acutely ill while on duty, shall also have access to the options listed in Section A.1 of this Article above.

**B. Procedure**

1. The Hospital will provide access to an employer paid app-based rideshare service for use consistent with Section A of this Article above as soon as possible following ratification.

2. Transportation Safety funds are not to be used for routine travel to or from scheduled shifts regardless of the timing of the shift.

3. Use of these transportation services for any other purpose may result in corrective action and an obligation of repayment by the Resident to the Hospital.

## Article XXXII – Uniforms and Supplies

32.01 Uniform and Supplies

The Hospital will provide, at no cost to the Resident, the following:

1. White Coats
    a. At least one (1) new long white physician coat in an appropriate size will be issued to each Resident. The Hospital will replace any white coat that is overly soiled, damaged, or lost by the laundry service.

2. Scrubs
    a. Access to clean, properly-sized scrubs shall be provided to each Resident as needed for patient care in accordance with Hospital distribution practices.
    b. The Hospital shall ensure that scrubs are clean and readily available to be worn by the Resident as needed for patient care.

32.02 Supplies

The Hospital agrees to provide Residents with the office supplies and access to the equipment required to perform clinical, research, and administrative duties.

32.03 State of Good Repair

The Hospital agrees to maintain Resident workstations in a state of good repair and will make good faith efforts to repair or replace any defective equipment.

32.04 Uniforms and Supplies

Uniforms and supplies will be a standing agenda item at Labor Management committee meetings.

## Article XXXIII -- Union Payroll Deductions

33.01 Union Security

All Residents, as a condition of employment, to the extent permissible by applicable state law, beginning on the 31st day following employment or thirty-one (31) days after the execution of this Agreement, whichever is later, shall be required to enroll as a member of the Union or pay a fee as a core agency fee payer. The Resident shall pay to the Union its normal Union dues or an agency fee in an amount equal to the Union's regular dues minus any amount that is not a contribution toward the administration of this Agreement, such payment to continue throughout the term of this Agreement.

It is the understanding of the parties that for the purposes of payroll deduction, dues deductions shall include the authorization for the deduction of either dues or an agency fee.

The initial deduction of Union payroll deductions shall occur by the first of the month following thirty (30) days of the Union's notice of ratification to Hospital and the Union's provision of any required information set forth below.

33.02 Union Dues Deductions

1. The Hospital agrees to deduct Union dues or agency fees in a specific dollar amount or percentage of salary as certified by the Union upon receipt of a properly executed payroll authorization deduction form (in the form attached hereto as Exhibit ____) from each Resident who expressly authorizes such a deduction be made. Residents may revoke such payroll authorization at any time by giving written notice. The Hospital agrees to forward said dues and agency fees to the Union in no case later than first of the month following thirty (30) calendar days after they are deducted.

2. The authorization for dues deduction shall be revocable consistent with applicable law.

33.03 Programming & Administrative Services

1. The Hospital agrees to electronically transfer funds to CIR/SEIU banking account for all Union payroll deduction remittance monies.

2. On a monthly basis, the Hospital will provide a remittance report listing of Residents by name, employee identification number, and amount of Union payroll deductions.

3. The Hospital shall not be responsible for those portions of payroll deductions where the Resident's earnings are insufficient to cover the Union payroll deductions in any pay period.

33.04 Union Changes in Deduction Amounts

Any changes in the rate to be deducted for Resident dues shall be certified to the Hospital by the Union, in writing, at least forty-five (45) calendar days prior to the effective date of the dues amount change and mailed to the Hospital's designated office. The Union may change the dues percentage rate or cap once in a twelve (12) month period at no cost. If the Union decides to change the dues percentage or dues cap more than once in a 12-month period, the Union is responsible to pay for the system programming.

33.05 Political Action Contribution (PAC) Union Payroll Deduction

The Hospital agrees that upon written authorization from a Resident on a form agreed upon by the Hospital and the Union, the Hospital will deduct pay funds for CIR's Voluntary Political Action Contribution Fund. The Union shall be responsible for any reasonable initial and ongoing costs associated with setting up and maintaining this additional Union payroll deduction. PAC deductions shall be remitted to the Union on a monthly basis, less any processing charges. PAC deductions are to be a flat dollar amount and to be recurring monthly. Implementation of a PAC deduction will be effective on the first of the month following sixty (60) days' notice of receipt of the Resident's authorization to add or stop the recurring PAC deduction.

33.06 Correction of Errors

1. If the Hospital fails to make authorized deductions of Union dues and/or PAC, or fails to remit to the Union such authorized deductions or any portion thereof, or erroneously withholds deductions or any part thereof, the Hospital shall correct the errors. The Hospital shall refund to the Union any deductions it has erroneously failed to remit.

2. The Hospital shall not deduct more than two times the normal dues deduction in any given pay period until the errors have been fully corrected.

3. It is expressly understood and agreed that the Union shall refund to the Resident any deductions erroneously withheld from the Resident's wages by the Hospital and paid to the Union.

33.07 Indemnification I

The Union shall indemnify the Hospital for any claims made by Residents for deductions made by the Hospital in reliance on the Union's certification or on the Union's representation as to whether deductions for the Union were properly canceled or changed. The Hospital shall promptly provide notice to the Union of any claim, demand, suit or other action for which it is seeking indemnification.

## Article XXXIV -- Work Stoppage

34.01 No Strike

During the life of this Agreement, or any written extension thereof, the Union (on behalf of its officers, agents and members) or any employee covered by this Agreement will not directly or indirectly, engage in or authorize any strike, sit-down, sit-in, walkout, sick out, mass absenteeism, slow-down, sympathy strike, cessation or similar stoppages of work, refusing to cross a picket line when necessary to report to work (except where there is a reasonable fear of serious bodily harm), or in any similar way interfere with or interrupt operations including, without limitation, patient care for any reason.

34.02 Union Measures

The Union, its officers, officials and agents, shall immediately take every reasonable and prompt measure to prevent and stop any acts described in Section 1 of this Article.

34.03 No Lockout

During the life of this Agreement, or any written mutual extension thereof, the Employer will not lock out the employees.

34.04 Discipline

An employee who engages in any conduct which violates the provisions of this Article shall be subject to discipline. In an arbitration concerning the discipline or discharge of an employee for violating the provisions of this Article, an arbitrator may only consider whether the employee engaged in conduct which violates the provisions of this Article. If the Arbitrator concludes that the employee engaged in conduct which violates the provisions of this Article, the grievance shall be denied.

## Article XXXV – Salaries and Stipend

35.01 Determination of Post-Graduate Year

The appointment of a House Staff Officer shall be based on the House Staff Officer's appropriate Post Graduate Year (hereinafter "PGY"), which shall be determined by the Hospital in its reasonable discretion based on the Resident's level of work to be performed during the year.

Residents (including fellows) may not be paid at a rate lower than the published salary scale.

Each bargaining unit member's salary will begin no later than the first day of orientation.

Residents in Internal Medicine who complete an additional "Chief Resident" year in Internal Medicine after completing Residency will be paid the next PGY year higher when entering a subspecialty fellowship program. For example, a PGY-3 who graduated residency and then completed an additional Chief Resident year would be paid as a PGY-5 when entering a subspecialty fellowship program.

35.02 House Staff Research Years

A. Effective for research years that begin after ratification, House Staff on required research during the residency program shall be compensated upon their return to the residency program at a PGY rate that is advanced one additional year from the previous year of training. A resident may be advanced up to no more than two years for required research years. For example, if House Staff are required to do two research years after PGY2 and then return after the two research years to the residency program, the House Staff will be paid as a PGY5.

B. Any Resident who has completed required research years prior to ratification will receive a prospective salary adjustment under this Article no later than the start of the first full pay period that is not later than thirty (30) days after ratification.

35.03 Salary Increases

A. ~~Effective the start of the first full pay period after June 30, 2026, the Hospital shall increase all salaries by 5%.~~

B. Effective the first full pay period after June 30, 2026, the Hospital shall increase all salaries by 3%.

C. Effective the first full pay period after June 30, 2027, the Hospital shall increase all salaries by 2.5%.

D. Effective the first full pay period after June 30, 2028, the Hospital shall increase all salaries by 2.5%.

E. All Residents designated as Chiefs shall continue to receive the Chief Resident stipend as in effect as of the date of ratification.

| | Current annual salary | Years 1 and 2 (5% plus 3% increase) | Year 3 (2.5%increase) | Year 4 (2.5%increase) |
|---|---|---|---|---|
| | | 2026-27 | 2027-2028 | 2028-2029 |
| PGY-1 | $76,680 | $82,929 | $85,003 | $87,128 |
| PGY-2 | $80,968 | $87,567 | $89,756 | $92,000 |
| PGY-3 | $84,438 | $91,320 | $93,603 | $95,943 |
| PGY-4 | $88,717 | $95,947 | $98,346 | $100,805 |
| PGY-5 | $93,228 | $100,826 | $103,347 | $105,930 |
| PGY-6 | $95,310 | $103,078 | $105,655 | $108,296 |
| PGY-7 | $101,210 | $109,459 | $112,195 | $115,000 |
| PGY-8 | $108,000 | $116,802 | $119,722 | $122,715 |

There will be 26 bi-weekly pay periods per year, with this base salary divided equally.

In the event that the agreement is ratified on or before June 30, 2026, House Staff employed in a bargaining unit position as of May 31, 2026, shall receive the retroactive payment below corresponding to their PGY Level as of May 31, 2026, less applicable deductions:

| PGY Level | Payment in Lieu of Retro |
|---|---|
| 1 | $ 2,013 |
| 2 | $ 2,114 |
| 3 | $ 2,213 |
| 4 | $ 2,325 |
| 5 | $ 2,438 |
| 6 | $ 2,537 |
| 7 | $ 2,678 |
| 8 | $ 2,819 |

35.04 Annual Stipend

Effective for AY27 (July 1, 2026), Residents shall receive an annual stipend of $10,000 that Residents may use in their discretion to offset expenses such as relocation, housing, childcare, transportation or parking, technology (computers, phones, tablets, etc.), educational expenses, or licensure/exam fees.

## Article XXXVI -- Duration & Execution:

36.01 Duration

The terms and conditions of this Agreement shall remain in full force and effect commencing on the date of ratification and will continue in effect up to and including June 30, 2029. This Agreement shall be automatically renewed and extended year to year and thereafter without additions, changes or amendments, unless either party serves notice in writing to the other party no less than ninety (90) days before the end of the duration term to change, amend, and/or add to this Agreement.

36.02 Execution

The foregoing agreement between the Committee of Interns and Residents/Service Employees International Union (CIR/SEIU) Local 1957 and the Beth Israel Deaconess Medical Center, having been duly approved by both parties, is hereby executed by the undersigned authorized representative(s) of each party.

**Beth Israel Deaconess Medical Center**

**and**

**Committee of Interns and Residents SEIU Healthcare**

**Memorandum of Agreement**

**June 2026**

Having concluded their negotiations, the above-referenced parties have agreed to enter into a collective bargaining agreement ("Agreement") on the terms attached hereto. Any other proposals of either party not memorialized in the Agreement are considered withdrawn. The Agreement is subject to ratification by the bargaining unit.

| **Beth Israel Deaconess Medical Center** | **Committee of Interns and Residents** |
|---|---|
| Susan Naranjo (Jul 23, 2026 15:27:54 EDT) | |
| Elizabeth Reid | Martha Lipchitz O'Connor |
| | |
| | Lisa Crutchfield |
| | |
| | |
| | |
| | |
| Dated: June ___, 2026 | Dated: June ___, 2026 |




**Committee of Interns & Residents/SEIU**
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