


# Collective Bargaining Agreement

Between

**Einstein Health Network**

**(Nemours Children's Health)** and the

**Committee of Interns and Residents/SEIU**

**June 1st 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 Einstein Health Network (Nemours Children's Heal)., 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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# COMMITTEE OF INTERNS AND RESIDENTS, LOCAL 1957 (CIR-SEIU)

AND

# THOMAS JEFFERSON UNIVERSITY HOSPITAL,

# NEMOURS CHILDREN'S HOSPITAL DELAWARE,

AND

# JEFFERSON EINSTEIN PHILADELPHIA HOSPITAL AND

# JEFFERSON EINSTEIN MONTGOMERY HOSPITAL

## AGREEMENT

June 1, 2026 – June 30, 2029

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**Notice Regarding Consolidated Agreement**

As reflected in the recognition clauses in Article 1 below, this is a consolidated collective bargaining agreement governing three separate bargaining units, including employees at:

(1) Thomas Jefferson University Hospital,
(2) Nemours Children's Hospital Delaware, and
(3) Jefferson Einstein Philadelphia Hospital and Jefferson Einstein Montgomery Hospital.

Because the substantive terms of the agreement are the same for all three bargaining units, for convenience and ease of reference, the parties have agreed to publish one consolidated collective bargaining agreement. However, the parties agree that each bargaining unit otherwise remains separate and distinct.

**Article 1. Recognition (TJUH)**

Section 1. Recognition

Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case Nos. 04-RC-355203, the Employer— Thomas Jefferson University Hospital, a subsidiary of Thomas Jefferson University Health System (hereinafter the "Hospital")—recognizes the Committee of Interns and Residents, SEIU Local 1957, affiliated with the Service Employees International Union ("the Union"), as the exclusive collective bargaining representative for the following certified bargaining units:

Thomas Jefferson University Hospital Unit (Philadelphia, PA):

*Included*: All full-time and regular part-time interns, residents, chief residents, and fellows employed by the Hospital and assigned to work primarily from its Thomas Jefferson University Hospital facility in Philadelphia, PA.

*Excluded*: All other employees, employees assigned to work primarily at the Nemours Children's Hospital facility, chief residents who have completed the educational requirements of the residency program, pharmacy residents, directors, managers, and supervisors as defined in the National Labor Relations Act.

Section 2. Scope of Representation

The Union shall represent employees in each bargaining unit for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment, as provided by the National Labor Relations Act.

Section 3. Notification of New Hires and Membership Lists

The Hospital shall notify the Union, in writing and electronically, of all newly hired, transferred, or terminated bargaining unit employees within fourteen (14) calendar days of such action. This notice shall include the employee's name, position, work location, department, date of hire or termination, and contact information.

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In addition, the Hospital shall provide the Union with the following:

A complete and updated membership list of all bargaining unit employees on or about May 15, but in no event later than May 30, each year of this Agreement.

Each list shall include the following information for each individual:

Full name

PGY (Postgraduate Year) level Residency or fellowship program

Personal email address

Personal phone number (home and cell, if available)

**Article 1: Recognition (Einstein)**

Section 1. Recognition

Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 04-RC-355201, the Employer- Albert Einstein Healthcare Network, a subsidiary of Thomas Jefferson University Health System-recognizes the Committee of Interns and Residents, SEIU Local 1957, affiliated with the Service Employees International Union ("the Union"), as the exclusive collective bargaining representative for the following certified bargaining units:

Albert Einstein Healthcare Network Unit (Philadelphia, PA and East Norriton, PA):

*Included*: All full-time and regular part-time interns, residents, chief residents, and fellows, including those in dentistry, orthodontics, and podiatry, employed by Albert Einstein Healthcare Network and working at or out of Jefferson Einstein Philadelphia Hospital located at 5501 Old York Road, Philadelphia, PA or working at or out of Jefferson Einstein Montgomery Hospital located at 559 W. Germantown Pike, East Norriton, PA (hereinafter collectively the “Hospital” or the “Employer”).

*Excluded:* All other employees, chief residents who have completed the educational requirements of the residency program, pharmacy residents, directors, managers, guards, and supervisors as defined in the Act.

Section 2. Scope of Representation

The Union shall represent employees in each bargaining unit for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment, as provided by the National Labor Relations Act.

Section 3. Notification of New Hires and Membership Lists

The Hospital shall notify the Union, in writing and electronically, of all newly hired, transferred, or terminated bargaining unit employees within fourteen (14) calendar days of such action. This

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notice shall include the employee's name, position, work location, department, date of hire or termination, and contact information.

In addition, the Hospital shall provide the Union with the following:

A complete and updated membership list of all bargaining unit employees on or about May 15, but in no event later than May 30, each year of this Agreement.

Each list shall include the following information for each individual:

Full name

PGY (Postgraduate Year) level Residency or fellowship program

Personal email address

Personal phone number (home and cell, if available)

**Article 1: Recognition (Nemours)**

Section 1. Recognition

Pursuant to the Certification of Representative issued by the National Labor Relations Board in Case No. 04-RC-355672, the Employer-Thomas Jefferson University Hospitals, Inc. (at Nemours Children's Hospital Delaware) (hereinafter the "Hospital" or the "Employer"), recognizes the Committee of Interns and Residents, SEIU Local 1957, affiliated with the Service Employees International Union ("the Union"), as the exclusive collective bargaining representative for the following certified bargaining units:

Nemours Children's Hospital Unit (Wilmington, DE):

*Included*: All full-time and regular part-time interns, fellows, and residents, including neonatology fellows, employed by the Employer and assigned to work primarily at Nemours Children's Hospital, located at 1600 Rockland Road, Wilmington, DE.

*Excluded*: All other employees, professional employees, chief residents who have completed the educational requirements of the program, directors, managers, guards, and supervisors as defined in the Act.

Section 2. Scope of Representation

The Union shall represent employees in each bargaining unit for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment, as provided by the National Labor Relations Act.

Section 3. Notification of New Hires and Membership Lists

The Hospital shall notify the Union, in writing and electronically, of all newly hired, transferred, or terminated bargaining unit employees within fourteen (14) calendar days of such action. This

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notice shall include the employee's name, position, work location, department, date of hire or termination, and contact information.

In addition, the Hospital shall provide the Union with the following:

A complete and updated membership list of all bargaining unit employees on or about May 15, but in no event later than May 30, each year of this Agreement.

Each list shall include the following information for each individual:

Full name

PGY (Postgraduate Year) level Residency or fellowship program

Personal email address

Personal phone number (home and cell, if available)

**Article 2 Management Rights**

Section 1. Management Rights

All management functions, rights, and responsibility that the Hospital has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Hospital, subject to the terms of this Agreement and applicable law.

Without limiting the generality of the foregoing, and without limitation by any past practice, the Hospital retains the exclusive right to direct, schedule, and assign the workforce, including the right to determine or change the starting or quitting time and number of hours or shifts worked; to plan, direct, and control operations; to hire, promote, transfer, lay off, and recall employees to work; to determine whether to fill vacancies; to determine the number of programs, their elements, the sizes of their cohorts, and whether they shall be accredited or not accredited; to determine whether any program(s) should be introduced or closed; to determine the number of employees and the duties to be performed; to suspend, dismiss, or otherwise discipline employees; subject to this agreement and ACGME guidelines, to determine methods and means for performing work and for orientation, onboarding, and training; to introduce new or improved equipment, supplies and facilities and regulate the use of such equipment, supplies and facilities; to make reasonable rules, regulations, policies, and practices governing the workforce and the performance of work; and otherwise generally to manage the facilities of the Hospital so as to attain and maintain full operating efficiency.

The exercise of the foregoing rights shall not be inconsistent with the express terms of this Agreement.

Section 2. Assessment of Bargaining Unit Members

The Hospital shall have the unconstrained right to determine the means of assessment for bargaining unit members and to evaluate bargaining unit members with respect to academic or

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clinical performance and qualifications for renewal, promotion, and graduation (including but not limited to whether an extension of training may be required or whether a trainee meets the eligibility requirements of a specialty certification board or other authority).

The Hospital's determinations with respect to academic or clinical performance and qualifications, including related issues of professionalism, shall not be subject to the grievance and arbitration process set forth in Articles 29 and 30 of this Agreement.

In the event the Hospital takes action based on its assessment of academic or clinical performance and qualifications, including, for example, dismissal from or extension of internship, residency, or fellowship, all bargaining unit members will have access to and may avail themselves of the right of appeal through the Hospital's academic appeal process.

Section 3. Effects Bargaining

The Union retains the right to bargain over the effects of any management decision made pursuant to this Article pertaining to program closure, loss of accreditation, or affiliation termination that materially affects the terms and conditions of employment of any Resident.

The Hospital shall provide the Union with as much advance notice as practicable of any such decision and, upon request, bargain in good faith over the impacts of such decisions, including but not limited to reassignment, mitigation of losses, and other appropriate arrangements.

**Article 3 Union Security and Dues Check-Off**

Section 1: All Residents, as a condition of employment, to the extent permissible by applicable law, beginning on the 31st day following employment or 31 days after the execution of this Agreement, whichever is later, shall be required to enroll as a member of the Union or pay an agency fee. 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. The Hospital shall not have any responsibility for enforcement of this Section. The Hospital's responsibility is limited to collection and remittance of dues or agency fees.

Section 2: Upon receipt of a written authorization from an employee, the Hospital agrees to deduct from the wages of said employee regular dues as determined by CIR/SEIU on a monthly basis, starting not earlier than the first pay period following the receipt of such authorization, and remit to CIR/SEIU by the 20th day of the month after they are collected.

Section 3. It is specifically agreed that the Hospital assumes no obligation, financial or otherwise arising out of the provisions of this Article, and CIR/SEIU agrees that it will indemnify and hold the Hospital harmless for any claims, judgments, actions or proceedings made by any House Staff and Fellow Physicians arising from deductions made by the Employer pursuant to this Article. After deductions are remitted to CIR/SEIU, the disposition thereof shall be the sole and exclusive obligation and responsibility of CIR/SEIU.

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Section 4. The Hospital shall be relieved from making such check off deductions from an employee upon his/her (a) termination of employment, (b) layoff from work, (c) an excused leave of absence or (d) receipt by the Hospital of a revocation of the check off authorization from the employee.

Section 5. Voluntary COPA Fund Payroll Deduction - Upon receipt by the Employer of a voluntary written or electronic payroll deduction authorization from any House Staff or Fellow Physician, the Employer shall deduct from that employee's wages the amount authorized as a contribution to the Committee of Interns and Residents' Committee on Political Action ("COPA") Fund. Such deductions shall be made in accordance with the authorization and remitted to CIR/SEIU on a monthly basis, together with an electronic spreadsheet listing, for each contributing employee:

- Full name
- Post-Graduate Year (PGY) level
- Residency or Fellowship program
- Amount deducted

Participation in the COPA Fund is entirely voluntary, and no employee shall be required to authorize such a deduction as a condition of employment. COPA contributions shall continue until the Employer receives written or electronic revocation of the authorization from the employee. The Union shall indemnify and hold the Employer harmless against any and all claims, demands, liabilities, or actions arising from the Employer's compliance with this Section.

**Article 4 Union Rights and Access**

Section 1. Union Access to Employer Sites

The Employer shall provide the Union's designated representatives and authorized staff reasonable access, at reasonable times, to non-patient care areas of the Employer's facilities where Employees work, to the extent necessary to investigate and process formal grievances related to this Agreement, represent members for any meeting or process covered by the Employee's Section 7 "Weingarten" Rights under the NLRA, or for conferring with Employees and the Employer on the administration of this Agreement.

In order to access the Employer's facilities, the Union shall secure permission from the Employer's Office of Labor Relations in advance. The duly authorized officer or designated Union representative may not access non-public areas of the Employer's facility unless escorted by a person approved by the Employer. Union access shall not interfere with patient care or the Employer's operations and shall not be unreasonably withheld, delayed, or restricted. No grievance investigation may occur in any patient care area.

Within thirty (30) days after the execution of this Agreement, and annually thereafter, the Union will advise the Employer in writing of the names of its designated officers, representatives, and committee members and their respective roles. If and when changes are made, the Union will promptly notify the Employer of such changes.

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Section 2. Orientation Access

The Union shall be provided a maximum of thirty (30) minutes of exclusive, uninterrupted time during each mandatory new hire institutional orientation session(s) to introduce the Union, outline contractual rights, and encourage member engagement. This time may be extended by an additional fifteen (15) minutes if scheduling allows and is needed.

a. The Union's session shall be scheduled at the end of the first day of institutional orientation, to the extent practicable.

b. The Employer shall notify the Union in writing at least fourteen (14) calendar days in advance of the date, time, and location of each orientation session.

c. Management representatives and supervisory personnel shall not be present during the Union's orientation session.

d. The Union shall not disparage the Hospital during such meeting.

Section 3. Bulletin Boards

The Hospital shall provide a dedicated Union bulletin board at the Hospital. The board shall be:

- Affixed to the wall in a visible and accessible location;
- For the exclusive use of the Union to post official notices, announcements, events, and other union-related communications (provided that the Employer may remove any derogatory or offensive materials, and further provided that the Employer may require the removal of any material the Employer believes violates the Employer's policies as it determines in its reasonable discretion after meeting and discussing with the Union);
- Maintained in working order by the Employer.

Section 5. Union Release Time

a CIR Annual Convention

With at least ninety (90) calendar days' advance notice, and with Departmental approval, which shall not be unreasonably denied, up to three (3) elected CIR Delegates shall be released from work to attend CIR's annual convention. The Hospital shall make all reasonable efforts to avoid scheduling clinical duties for these delegates. When scheduling adjustments are feasible, no paid time off (PTO) shall be required. If clinical release is necessary and scheduling around the event is not possible, the Resident will be required when necessary to swap shifts or otherwise arrange for coverage with the Program Director's approval.

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b. CIR Executive Committee Meetings

With at least ninety (90) calendar days' advance notice, and with Departmental approval, which shall not be unreasonably denied, one (1) Resident or Fellow appointed to the CIR National Executive Committee shall be released from clinical duties to attend quarterly governance meetings. Such release shall not require the use of PTO, if employee's schedule can be adjusted accordingly. If clinical release is necessary and scheduling around the event is not possible, the Resident will be required to swap shifts or otherwise arrange for coverage with the Program Director's approval.

c. New Hire Orientation Staffing

Upon request from the Union, and with Departmental approval, which shall not be unreasonably denied, up to two (2) Residents or Fellows per orientation session shall receive schedule adjustments to present during orientation and staff the Union's table outside of orientation. Paid time off shall not be required.

**Article 5 No Strike Clause**

Section 1 - During the term of this Agreement or any extension thereof, the Hospital agrees there will be no lockouts by the Hospital. Additionally, during the term of this Agreement or any extension thereof, the Union, on behalf of its officers, agents, and unit member, agrees that there shall be no strikes, sympathy strike, work stoppages, sickouts, slowdowns, picketing, boycotting, interruption of work, or any other activity which would interfere with Hospital operations.

Section 2 - In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, sick-out, cessation, stoppage or interruption of work, boycott, picketing of any kind (including, but not limited to, informational picketing), or other interference with the operations of the Hospital, including actions in support of other labor organizations, occur, the Union shall, immediately upon a request by the Hospital:

(a) Publicly disavow such action by the employees.

(b) Advise the Hospital in writing that such action by employees has not been called or sanctioned by the Union.

(c) Notify employees that such action is in violation of this Agreement and instruct such employees to cease such action and return to work immediately.

(d) Post notices at Union bulletin boards advising that such action is in violation of this Agreement, and instructing employees to return to work immediately.

Section 3 – Any employee engaging in activity prohibited by this Article shall be subject to discharge, and the only question which may become the subject matter of the grievance and arbitration provisions of this Agreement shall be whether the employee did, in fact, commit any

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of the acts prohibited in this Article, and not whether the commission of such acts provided just cause for discharge.

Section 4 - In the event of an alleged or asserted breach of this Article, either the Hospital or the Union may resort to courts with competent jurisdiction or may follow the contractual Grievance/Arbitration procedure.

**Article 6 Non-Discrimination and Inclusion**

Section 1. Nondiscrimination and Inclusive Workforce Commitment

The Hospital and the Union reaffirm their mutual commitment to fostering a workplace free from discrimination, harassment, and retaliation. No intern, resident, or fellow shall be discriminated against based on race, color, religion, national origin, age, disability, sex, sexual orientation, gender identity or expression, marital or familial status, pregnancy, union membership, veteran status, genetic information, citizenship and legal immigration status, or any other protected characteristic as defined by applicable federal, state, or local law.

Section 2. Affirmation of Chosen Name and Pronouns

House Officers and Fellow Physicians shall have the right to be addressed by their chosen name and pronouns in all internal workplace settings, including but not limited to directories, identification badges, communications, and documentation, except where legal names are required by law.

Section 3. Immigration Protections and Support

The Hospitals shall provide timely, accurate documentation and verification letters necessary for visa renewals, work authorization, or travel, and shall designate a knowledgeable point of contact within Human Resources or GME to assist with immigration-related employment matters.

**Article 7 ACGME Compliance and Reporting**

Section 1. Compliance with ACGME Standards

The Hospital shall maintain accreditation from the Accreditation Council for Graduate Medical Education (ACGME).

Section 2. Reporting Process

House Officers and Fellows may report any suspected or actual violations of ACGME requirements through any of the following channels:

a. Directly to their Program Director or Designated Institutional Official (DIO)

b. To the institution's GME Office

c. Through the Hospital's confidential reporting system

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d. Through ACGME's official complaint mechanism or ACGME Ombudsman.

Section 3. Union Notification and Representation

The Union may raise concerns to the Hospital regarding ACGME compliance on behalf of an individual or group of members. Upon such notification, the relevant Hospital representatives shall meet with the Union within ten (10) business days to review and attempt resolution of the concern. The Hospital shall provide written confirmation to the Union once the matter is resolved or if it determines that no violation occurred.

Section 4. Non-Retaliation

No House Officer or Fellow shall be subject to discipline, retaliation, or negative evaluation as a result of reporting or raising concerns about ACGME non-compliance in good faith.

**Article 8 Malpractice Insurance**

Section 1. Employer Responsibility

The Employer shall defend and indemnify all Residents and Fellows covered under this Agreement, at no cost to the Resident or Fellow, with professional liability (malpractice) insurance covering duties performed within the course and scope of their training programs. Such coverage shall be consistent with applicable legal requirements and shall include both indemnity and legal defense costs.

Section 2. Coverage Requirements

The malpractice insurance provided shall:

a. Provide limits of liability of not less than one million dollars ($1,000,000) per claim and three million dollars ($3,000,000) annual aggregate, or higher if required by law, contract, or hospital policy;

b. Cover claims arising from acts or omissions occurring during the course of employment and training, including claims filed after separation from the program ("tail coverage");

c. Remain in continuous effect for the duration of each Resident's or Fellow's appointment, including any periods of approved leave or rotation at an affiliated site, rotations at affiliated sites, or approved telemedicine duties;

d. Extend to all approved duties and rotations performed as part of the training program, including off-site rotations, affiliated hospitals, community clinics, authorized volunteer or outreach activities, and telemedicine services.

Residents are covered only for activities performed within the scope of their formal program and approved affiliations/rotations. Residents shall be required to cooperate in the defense of any claim.

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Coverage specifically excludes external moonlighting or activities outside the approved program scope. Residents/Fellows shall not be covered for any activity not within the scope of their duties for the Hospital, nor shall they be covered for any intentional tort, fraud, corruption, malice or criminal negligence.

Section 3. Tail Coverage

If the Employer changes carriers, modifies coverage, or terminates its obligation under this Article, the Employer shall provide and fully fund extended reporting period ("tail") coverage to ensure protection against claims arising from acts or omissions occurring during the Resident's or Fellow's employment, but not filed until after separation from the program. Coverage shall be on an unlimited duration basis, provided the Resident cooperates in the defense of any claim.

Section 4. Employer Obligation Beyond Policy Limits or Exclusions

The Employer shall be solely responsible for payment of any and all amounts, costs, or expenses related to a covered act or omission that are not paid by the malpractice insurance policy, including but not limited to:

a. Any portion of a judgment, settlement, or award that exceeding the limits of liability indicated in Section 2, Coverage Requirements above.

b. Any deductible, self-insured retention, or other cost-sharing required by the policy;

c. Any defense costs, legal fees, or expenses not covered or excluded under the policy;

d. Any coverage gaps or exclusions that would otherwise leave the Resident or Fellow personally responsible.

No Resident or Fellow shall be required to contribute financially to the payment of any claim, defense, or related cost arising out of their duties in the training program.

Section 5. Proof of Coverage and Notification

Upon request by the Resident, Fellow, or Union, the Employer shall provide a certificate of insurance or equivalent documentation verifying coverage terms, limits, and effective dates. Residents who are contacted or notified of any claim, complaint, or lawsuit arising from activities within the course and scope of their duties shall immediately notify Employer Risk Management, which shall advise or coordinate the response.

Section 6. Non-Retaliation

No Resident or Fellow shall face retaliation, discipline, or adverse action for requesting proof of coverage, raising concerns about coverage adequacy, or participating in a claim defense as required by the insurer.

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## Article 9 Individual Contracts

Section 1. Written Appointment Agreements

Each resident and fellow shall receive a written individual employment contract and/or graduate training agreement prior to the start of their appointment. Such contracts and/or agreements shall not conflict with this Agreement, ACGME standards, or the approved curriculum. If, for reasons beyond the Employer's control, the terms of the contract cannot be fulfilled (e.g., due to the unavailability of a scheduled rotation), the Employer shall immediately notify the affected resident or fellow and make every good faith effort to secure a comparable substitute elective or rotation that meets graduation and board eligibility requirements.

Section 2. Union Review of Contract Forms

The Employer shall provide CIR/SEIU with the current version of the standard individual contract and/or graduate training agreement form. Any proposed changes to this form shall be shared with the union 30 days prior to implementation and are posted on the website. CIR/SEIU shall have the right to review and raise concerns regarding any changes that may conflict with this Agreement or diminish member rights.

Section 3. Timely Notice of Adverse Decisions

The Employer shall provide timely written notice to residents and fellows regarding probation, suspension, non-promotion, or dismissal/termination decisions, as follows:

For PGY-1 (first-year) residents: at least four (4) months prior to the end of their current appointment, unless the decision is related to an occurrence within such four (4) month period.

For all subsequent years: at least four (4) months prior to the end of the appointment, unless the decision is related to an occurrence within such four (4) month period.

Section 4. Waiver of Rights

No individual waiver by a resident or fellow of any right or protection under this Agreement shall be valid unless expressly approved in writing by CIR/SEIU. Any unauthorized waiver shall be deemed void and unenforceable.

Section 5. Written Adverse Decisions

All recommendations for probation, suspension, non-promotion, or dismissal/termination shall be provided to the affected resident or fellow in writing and shall include the specific reasons for the adverse decision.

Section 6. Contract Authority and Terms

Each resident and fellow appointed to a Hospital training program shall be considered an employee of the Hospital, and the terms and conditions of employment shall be governed by this

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Agreement. The Hospital, or corporate affiliate, shall be the payer of record for all contractual compensation and benefits.

**Article 10 Employment Security**

Section 1. Continuity of Training

No resident or fellow shall be prevented from completing their residency or fellowship program due to the Employer's decision to reduce the number of positions in the program for financial reasons or to increase the pyramidal nature of the program structure.

Section 2. Notification Requirements

The Employer shall provide prompt written notice to each affected resident or fellow and to CIR/SEIU in the following circumstances:

a. Program Closure or Reduction

- At least ninety (90) calendar days prior to the effective date of any decision to reduce, restructure, or discontinue a training program, the Employer shall notify CIR/SEIU and all affected residents and fellows.
- The Employer shall bargain in good faith with CIR/SEIU over the effects of the decision.

b. Accreditation Changes

- Immediately upon receiving any notice from an accrediting body (e.g., ACGME, CODA, CPME) regarding non-accreditation, probation, or any similar change in accreditation status, the Employer shall notify CIR/SEIU and affected residents and fellows in writing.

Section 3. Transitional Support and Program Continuity

In the event that a program's accreditation is withdrawn or revoked, the Employer and the relevant department shall make every good faith effort to support affected residents and fellows in securing continued training. This includes:

- Information in conformity with ACGME requirements for resident transfers;
- Administrative assistance identifying alternative training programs;
- Paid release time for interviews, where clinically feasible in accordance with Section 4 below;
- Coordination with other institutions to facilitate transfer or "graft-on" positions.

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Section 4. Paid Time Off for Transition

If a training program is terminated, loses accreditation, or a resident or fellow is otherwise required to transfer, the Employer shall provide up to five (5) paid days off, upon request, to facilitate the transition. Such time shall be used for interviews, travel, or other necessary steps and shall not be unreasonably denied provided it shall not jeopardize the resident's or fellow's eligibility for academic credit.

**Article 11 Immigration Matters**

Section 1. Where an Employee needs time off for immigration related matters such as a visa renewal, the Employee shall notify his or her supervisor to request a schedule adjustment to accommodate the time off.

Section 2. The Hospital will cooperate with Employees facing administrative delays to their visa renewals and will attempt to preserve their positions for a reasonable period of time of up to three (3) months, with no loss of pay or benefits, unless the Hospital agrees, in its discretion, to extend that period.

**Article 12 Wages**

Effective June 14, 2026, all residents will receive a general wage increase of 2%.

In lieu of a food or meal allowance, all residents will receive an additional $240 added to their base salary effective June 14, 2026. An additional $120 will be added to residents' base salary effective the first full pay period in July 2027.

Effective June 28, 2026, all residents will receive a general wage increase of 3% and all Einstein residents will be increased to the same rate as residents at Thomas Jefferson University Hospital.

In lieu of a stipend, all residents will have an additional five thousand dollars ($5,000) added to their base salary effective the first full pay period in July 2026.

Effective the first full pay period of July 2027, all residents will receive a general wage increase of 3%.

Effective the first full pay period of July 2028, all residents will receive a general wage increase of 3%.

A Salary Scale reflecting these increases is attached hereto.

**Article 13 Moonlighting**

Section 1. The Hospital will have a policy governing moonlighting. The policy must comply with ACGME Requirements. A Resident with a valid medical license, who is also in good standing with their Residency Program, must obtain written permission annually from their Residency Program director to moonlight internally and/or externally. The University will provide for a method of written pre-approval, monitoring (which must include the method for

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tracking hours), and periodic review. Residents must also adhere to all other policy and procedural requirements for moonlighting.

Section 2. Residents must be in "good standing" in the training program before moonlighting permission is granted. Definition of good standing shall include:

a. Demonstrates satisfactory performance in all program domains based on assessments made by the program and complies with institutional and departmental policy.

b. Is not currently on probation or participating in a remediation program.

c. Has not received a formal reprimand or suspension within the prior 6 months.

d. Has not violated the Institutional or Program Clinical and Educational Work Hours policy or moonlighting policy within prior 12 months. Violations beyond a resident's/fellow's control will be addressed on a case by case basis.

e. Agrees to report in writing all moonlighting hours to the Program Director.

f. Meets other reasonable requirements which may be set forth by the Program Director.

g. Is not a PGY1.

h. Has written permission from the program director.

Section 3. Moonlighting requests by Residents must be submitted in accordance with Hospital Procedures.

Section 4. Moonlighting during home call and regularly scheduled clinical and educational work is prohibited.

Section 5. The Hospital or the Program Director may permit, prohibit, limit/restrict or revoke permission to moonlight.

Section 6. Residents are not required to engage in moonlighting. It is purely voluntary.

Section 7. Residents may not engage in moonlighting where it would violate ACGME requirements such as hours worked in a week, mandatory rest hours etc.

Section 8. Moonlighting shall be paid at the rate set for the program with the proviso that where the moonlighting is offered on an hourly rate, the rate shall not be less than ninety dollars ($90) per hour.

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**Article 14 Food And Meals**

Section 1. Where programs are currently providing food at didactics, they will continue to do so in accordance with the following guidelines: Where a didactic is convened at a time which encompasses a normal meal period, food will be supplied one time per weekday to support learning and reduce disruptions and delays and will be supplied in sufficient quantity to accommodate resident and fellow attendees

**Article 15 Transportation**

Section 1. Where applicable, Residents will be eligible for the same parking rates made available to Hospital staff.

Section 2. Residents assigned away from their primary site will be reimbursed for mileage in excess of 15 miles from their primary site at the applicable IRS rate irrespective as to how the Resident travels to the location.

Section 3. The Hospital shall make available to Residents any public transportation benefit on the same terms and conditions as made available to Hospital employees generally.

Section 4. The Hospital will reimburse Residents for tolls incurred for travel from their primary site to other locations. Documentation will be required.

**Article 16 Health Benefits**

Residents shall be eligible to participate in Hospital's medical, prescription, dental and vision benefits and its life insurance and disability benefits on the same terms and conditions as offered to unrepresented employees and as described in the plan documents and summary plan description as they may be amended from time-to-time. The Hospital reserves the right to modify or discontinue any such benefits program in its discretion and will provide the Union with sixty (60) days' notice of any such changes and, at the Union's request, engage in effects bargaining over the planned changes. Coverage will be provided on the first day of employment.

**Article 17 Retirement Plan**

The Employer shall maintain all retirement plans for bargaining unit members that were in effect as of January 1, 2026. The Employer shall provide the Union with at least sixty (60) days' advance written notice of any proposed changes to such plans. Upon request, the Employer shall meet and bargain with the Union over the effects of any such changes.

**Article 18 Pre-Employment**

A. The Hospital will provide, reimburse or pay for the following pre-employment expenses needed to start a residency Program at the Hospital:

1) State medical training licensing fees required for participating in a ACGME accredited training program or for performance of clinical duties;

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2) Background checks and fingerprinting required for hospital or state credentialing;

3) Required drug screenings and laboratory tests;

4) Required immunizations and titers (e.g. MMR, Hepatitis B, Varicella, Tdap);

5) Tuberculosis screening;

6) Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), and other courses required by the Hospital.

**Article 19 Clothing**

Section 1. Each resident shall be provided one (1) white coat. The white coat will be replaced if damaged or soiled beyond repair.

Each resident for the duration of residency will be provided one fleece obtained through an approved Jefferson vendor.

The white coat and fleece will contain the employee's name, professional designation, training program and name of the institution.

Section 2. The Hospital will continue to provide (in the manner currently provided, *i.e.*, scrub machines) hospital issued surgical scrubs to employees in areas where required by the Hospital.

Section 3. The Hospital reserves the right in the future to require all residents to wear hospital issued scrubs. The Hospital will provide the Union sixty (60) days' notice should it decide to implement this requirement and will provide the opportunity to bargain over the effects.

**Article 20 Educational Conferences**

Section 1. The Hospital supports residents attending educational conferences that involve scholarly activity defined as the oral, poster or electronic presentation of research case reports or clinical series. It is encouraged that a core faculty member is included in the work and has made a substantial, direct, intellectual contribution to the work but this will not be a sole condition of approval.

Residents must obtain approval for the conference from GME leadership and may be approved for one conference per year up to $1,500 for travel, registration, food and lodging. Residents are required to follow Jefferson travel policy, processes and deadlines, including submission of a manuscript where required. Only residents or fellows who are first authors and/or made significant contributions to the paper (as determined by GME leadership) and will participate in the presentation may be approved.

Section 2. Residents may be approved to attend and participate as a committee member/chair or competitor in a local, regional or national professional or scientific society meeting.

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Residents must obtain approval for the committee/competition attendance from GME leadership and may be approved for one such occurrence per year for up to $1,000 for travel, registration, food and lodging. Residents are required to follow Jefferson travel policy, processes and deadlines.

Section 3. A resident may not be approved for attendance under both Section 1 and 2 above.

Section 4. Travel expenses will not be included for attendance within 50 miles of the resident's home program site.

Section 5. International travel normally will not be approved.

**Article 21 Educational Reimbursement Benefit**

Section 1. Annual Educational Reimbursement

Effective July 1, 2026, the Employer shall provide each House Officer and Fellow with up to one thousand dollars ($1,000) per academic year in reimbursement for approved educational and professional development expenses. Effective July 1, 2027, this amount will increase to one thousand two hundred dollars ($1,200).

This benefit shall be available to all bargaining unit members and shall not be prorated for partial academic years of service.

Reimbursement shall be processed through the Employer's standard payroll or accounts payable procedures in accordance with applicable institutional policies.

Section 2. Permissible Uses

Eligible expenses for reimbursement include, but are not limited to:

- Medical textbooks and board preparation materials
- Educational software, subscriptions, and clinical reference tools
- Online learning platforms and question banks
- Electronic devices and accessories reasonably required for educational and training purposes, consistent with Employer policy
- Attendance at conferences that are relevant to program or specialty and not otherwise covered (including registration, travel, lodging, food, and other reasonable expenses)

All expenses must be reasonable, necessary, and directly related to professional training or educational advancement.

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Provision of the benefits listed above is subject to the requirements in Article 31 Maintenance of Terms, Conditions and Superior Benefits/Minimum Standards.

Section 3. Administration and Reimbursement Process

The Employer shall administer this benefit and establish reasonable procedures for documentation and reimbursement.

Reimbursement requests shall be processed in a timely manner and shall not be unreasonably denied, provided supporting documentation is submitted in accordance with Employer policy.

Section 4.

In addition to the annual educational reimbursement benefit set forth in Section 1, the Hospital will provide or reimburse for the following expenses incurred after employment commences:

1) COMLEX III and USMLE, which will be reimbursed at 100%, and which will be reimbursed only once.

2) Continuous certification in Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), and other courses required by the Hospital.

**Article 22 Training Time And Time Away From Training**

Section 1. Scope

This Article provides certain benefits governing leave, with or without pay and reflects the need for Residents to have adequate time off from training and work, as well as the need for the Hospital to ensure that Residents are meeting the training requirements of individual programs and certifying boards.

The length of the training program is determined by the ACGME. Residents are expected to complete the required training time and demonstrate satisfactory competence at each training level before promotion, and at the end of the training program. Residents who do not demonstrate competence at the end of each training level may be required to train for additional time at that training level. This time may exceed the ACGME program length. Determinations regarding the duration of such training shall be at the sole discretion of the Hospital. Any and all such determinations are considered outside the scope of this Agreement and, therefore, shall not be subject to the grievance and arbitration provisions of this Agreement, but may be appealed through the academic appeal process.

Residents are generally required to satisfactorily complete approximately 48 weeks of training time at each training level (*i.e.*, PGY-1, PGY-2, etc.). Residents are entitled to take time away from training as described elsewhere in this article. So long as a Resident is in good standing in

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the Residency Program and is meeting expected training competencies and milestones as determined by the Program Director upon the recommendation of the Clinical Competency Committee, the Hospital will not require a Resident to make up any time away from training unless it is mandated by the applicable specialty board.

Section 2. – Sick Time

The Hospital and individual programs do not expect a Resident to report for work when sick. As salaried employees, there is no loss of pay nor any charge to their PTO for time taken when sick. Use of sick time is subject to the Hospital's attendance control policy.

Section 3. Paid Time Off

All Residents shall be entitled to a total of twenty days (160) hours of paid time off (PTO) each academic year. PTO for vacations must be scheduled in advance in accordance with the Resident's individual department or program processes and procedures, and will not be unreasonably denied. Where a Resident has scheduled a week's vacation, it shall include one of the attached weekends. Residents will be charged five (5) days or forty (40) hours of PTO for one week's vacation. When a Resident takes a single day of PTO, it will be charged as one (1) day or eight (8) hours. Such requests shall not be unreasonably denied.

Program Directors have the discretion to approve Educational Conference days, and to determine whether such days count as training time. In such cases, Residents, as salaried employees, will continue to be paid without any reduction to their PTO. Such requests shall not be unreasonably denied.

Unused PTO does not accumulate and will not roll over from year to year, and is not paid out upon completion of the program or termination of employment. Residents may not use unused PTO time in order to make up for time away from training in any academic year and may not use unused PTO to complete their program early.

For Residents with an unpaid training gap between PGY levels (*e.g.*, a PGY-1 ending in June with the PGY-2 year starting July 1), PTO must be taken during the 12 months of paid employment. The unpaid training gap is not considered part of PTO as provided herein.

Section 4. Medical appointments

Residents may attend medical, mental health, and dental appointments during work hours. For non-urgent appointments, schedule arrangements must be discussed/planned in advance with the Program Director or the Program Director's designee for scheduling matters.

Section 5. Leave for Military Service

Military leave is covered by TJU Policy and is administered in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA), along with any applicable state law.

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Section 6. Leave for Jury Duty

A Resident called to Jury Duty will receive regular compensation for time served. The program director and/or department must be notified as soon as a jury summons is received. 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 to be excused by virtue of participation in a graduate medical education program. The Resident may request from the Training Program Director a letter verifying the Resident's participation in the program to be submitted to the court.

Section 7. Family Medical and New Parent Leave

Consistent with Hospital policy, Residents shall be eligible for FMLA leave upon meeting the eligibility requirements of FMLA and may receive up to twelve (12) weeks of FMLA leave in any rolling 12-month period. Residents may use available PTO concurrent with FMLA to receive payment while on FMLA. Application for FMLA shall be administered by the Hospital pursuant to applicable policy. The maintenance and administration of FMLA policy shall be left to the Hospital's discretion, subject to the terms of this subsection and applicable law. In the event there are two Residents who are parents of a child, then both Residents will be entitled to leave under this section, provided however that if such parents are Residents in training in the same program, they shall not be approved for concurrent paid leave, except at the discretion of the Program Director, approval not to be unreasonably withheld.

Section 8. Bereavement Leave

A Resident shall receive paid time off for bereavement leave in accordance with Hospital policy, as amended from time to time. Current Hospital policy provides for up to three (3) paid days for bereavement purposes in the event of the death of the Resident's spouse, parent (including step-parents and current in-laws), children (including step-children and adopted children), siblings (including step-siblings and current siblings in-law), grandparents (including great-grandparents, step-grandparents and grandparents in-law) or another person residing in the same house as the employee. The Hospital shall give the Union 30 days' notice of any amendments to its policy and, upon request, shall meet and discuss any such amendments.

Section 9. Interviews

Residents and Fellows will be permitted to attend interviews during the academic year using PTO, unless they are able to swap shifts with a colleague, and on the condition that such swap is approved in advance by the program director, consistent with program or department policy, with such approval not to be unreasonably withheld.

Section 10. Medical Leave of Absence

Employees may request a medical leave of absence for a serious medical condition which shall not exceed 26 weeks including any weeks covered by FMLA in a rolling 12-month period. Application for medical leave shall be administered by the Hospital pursuant to applicable policy.

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Section 11. Family Care Leave

Employees may request leave either to care for a family member with a serious health condition or to care for or bond with a newborn or newly-placed (adopted or foster) child. Family Care Leave may not be taken intermittently. The total amount of leave shall not exceed 12 weeks including any weeks covered by FMLA in a rolling 12-month period. Application for Family Care Leave shall be administered by the Hospital pursuant to applicable policy.

Section 12. Personal Leave

A personal leave may be granted for up to 26 weeks in duration. Whether an employee may take the leave and the length of time permitted shall be determined by GME leadership based on Hospital needs. Personal leave may not be taken intermittently. Application for Personal Leave shall be administered by the Hospital pursuant to applicable policy.

Section 13. Meeting Training Requirements

Notwithstanding any of the above provisions for time away from training, Residents are required to meet the training hours requirements of their respective programs.

Section 14.

Any leave mandated by ACGME and not provided above shall be governed by ACGME mandates.

**Article 23 Holidays**

Section 1. Holidays

Employer programs shall to the extent practicable schedule work such that where work is required on the following holidays, such work shall be equitably distributed among the Residents in the program.

1. New Year's Day (January 1)
2. Martin Luther King Day (Third Monday in January)
3. Memorial Day
4. Independence Day (July 4)
5. Labor Day
6. Thanksgiving Day (Fourth Thursday in November)
7. Christmas Day (December 25)

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**Article 24 Personal Days**

Residents will be provided two (2) additional personal days to be scheduled as per Department procedure. Requests will not be unreasonably denied.

**Article 25 Out Of Title Work**

Consistent with ACGME requirements, the Employer agrees to accomplish program learning objectives by minimizing Employee work that is extraneous to their ACGME accredited program and without excessive reliance on Employees to fulfill non-physician obligations, duties, or tasks.

Out-of-title work concerns will be a standing item on the agenda at Joint Labor Management Committee meetings. The parties shall jointly review and identify trends and address root causes.

Section 1. Definition

A. "Out-of-title work" is defined as duties or responsibilities that are not commensurate with the scope of practice, level of training, and assigned title of a House Officer as outlined in the Accreditation Council for Graduate Medical Education (ACGME) program requirements, applicable specialty board regulations, and the House Officer's program-specific job description.

B. Out of title work shall not be used permanently to supplant other classifications.

Where the Union believes that the use of out-of-title work has become systemic within the Hospital or any external rotation, the Hospital, upon request of the Union, will convene a special Labor-Management Committee meeting within twenty (20) days, unless a regularly scheduled meeting occurs sooner, to discuss the issue and to explore ways to alleviate the condition.

Section 2. Reporting, Protection, and Remedies

A. House Officers shall not face retaliation, intimidation, or discipline for reporting out-of-title work to Program Director and/or Program Coordinator.

**Article 26 Facility Infrastructure And Safety**

Section 1. Safe and Functional Facilities

The Employer shall provide and maintain clinical, educational, and on-call facilities in a manner that is safe, clean, and functional for House Staff. This includes patient care areas, workrooms, call rooms, bathrooms, showers, lounges, and break areas.

Section 2. Joint Oversight

(a) Reported concerns and the discussion of potential improvements shall be a standing item at the quarterly labor management committee meeting.

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Section 3. Safety and Security

(a) House Staff who believe they have been subject to a threat or act of violence shall report the incident in accordance with Hospital policy.

(b) Security personnel shall be available at hospitals where House Staff are assigned, and escorts to parking or transit shall be available upon request, in accordance with Hospital policy.

(c) The Employer shall maintain policies and procedures intended to promote a safe working environment.

Section 4. Facility Improvements

The Employer shall consider facility improvements related to House Staff work and rest areas in the normal course of operations and may seek input from House Staff and the Union in identifying priorities.

**Article 27 Call Rooms and Work Spaces**

Section 1. General Standards and Compliance

The Employer shall provide and maintain call rooms and work spaces in compliance with all applicable Accreditation Council for Graduate Medical Education (ACGME) institutional and program requirements.

Section 2. Proximity to Assigned Work Areas

All call rooms and work spaces shall be located in proximity to the clinical and educational areas where House Officers are assigned.

Section 3. Adequacy and Capacity

(a) Call rooms shall be sufficient in number and capacity to accommodate all House Officers assigned to ACGME-defined in-house call. Work spaces shall be sufficient to accommodate all House Officers scheduled to use them.

Section 4. Maintenance and Cleanliness

(a) All call rooms and work spaces shall be maintained to meet hospital hygiene and infection control standards.

(b) Housekeeping services shall replenish supplies (including clean linens, toiletries, and consumables) daily, or more frequently as needed.

Section 5. Amenities and Resources

Each work space shall be equipped with:

- Computers with secure EMR access;

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- Reliable internet access;
- Access to refrigeration, microwave, and coffee/tea facilities.

Section 6. Non-Retaliation

No House Officer shall face retaliation for reporting deficiencies or advocating for improvements in call rooms or work spaces. Reports may be made anonymously, and shall be discussed in Labor-Management committee meetings.

**Article 28 Joint Labor-Management Committee**

Section 1. Purpose

The parties agree to establish a Joint Labor-Management Committee (JLMC) to foster open communication, build mutual understanding, and collaboratively address workplace issues affecting Employees; provided, however, the JLMC shall not engage in negotiations, nor shall the JLMC consider matters that are properly the subject of a grievance, unless mutually agreed by the parties.

Section 2. Composition

The JLMC shall be composed of an equal number of representatives appointed by the Union and the Employer. Each party may appoint up to five (5) representatives, and may include bargaining unit members, administrative representatives, and other relevant stakeholders. Either party may invite subject matter experts or observers as needed, with prior notice to the other party.

Section 3. Meetings

The JLMC shall meet quarterly, and may meet more frequently by mutual agreement. The Union and Employer shall alternate responsibility for preparing the meeting agenda and shall share the agenda at least seven (7) days in advance. Meeting times shall be scheduled during normal business hours, and participation shall be considered paid time for all bargaining unit members involved.

Section 4. Recommendations

The JLMC shall have the authority to make non-binding joint recommendations to the Employer and/or the Union. When consensus is reached, both parties agree to give good faith consideration to the JLMC's recommendations.

Section 5. Non-Waiver of Rights

Participation in the JLMC shall not waive any rights or obligations under this Agreement, the National Labor Relations Act, or applicable law.

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**Article 29 Grievance Procedure**

Section 1. Definition

A grievance shall be defined as any dispute between the Union and the Employer concerning the interpretation, application, performance, or alleged breach of any express provision of this Agreement.

Disputes concerning a Hospital assessment or evaluation of a bargaining unit member with respect to academic or clinical performance—including but not limited to ACGME or Hospital competencies, eligibility for promotion, renewal, or graduation, or requirements set by specialty boards—shall not constitute a grievance under this Agreement, except that a grievance may be filed, if necessary, to require access to the applicable institution's academic appeal process.

Residents may appeal actions related to academic performance under applicable institutional academic policy. Residents shall retain the right to Union representation in such appeals, including selecting a Union representative other than legal counsel as an advisor.

Section 2. Grievance Processing

A. Informal Step 1

Prior to initiating the formal grievance procedure, a Resident or the Union may optionally confer informally with the Program Director (PD) or the ACGME Designated Institutional Official (DIO) or their designee to attempt resolution. This step may be skipped at the discretion of the Union.

B. Step 2

The Union must submit a formal grievance in writing to the designated institutional official (e.g., DIO or GME Chair) within fourteen (14) calendar days of the incident or the conclusion of Step 1, if used. Upon request, a meeting shall be scheduled with the grievant(s), Union representative(s), and relevant department leadership. Each party may present testimony or documentation informally. A written response shall be provided within thirty (30) calendar days following the meeting.

C. Step 3

If unresolved after Step 2, the Union must request a meeting with the appropriate designee of the Department of Human Resources within fourteen (14) calendar days of the Step 2 response. A meeting shall be scheduled, and a written response issued within thirty (30) calendar days after the grievance meeting is held.

Section 3. Employer Non-Response

Failure by the Employer to respond at any step shall not be deemed agreement, and the Union may advance the grievance to the next step.

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Section 4. Union Rights

Only the Union, and not individual employees, may advance a grievance beyond Step 2. Grievances not filed or advanced within the specified timeframes will be considered waived, unless extended by mutual written agreement. The Employer and Union may mutually agree in writing to modify timelines to accommodate patient care emergencies, Resident scheduling, or other operational needs.

Section 5. Scheduling Consideration

The Employer shall make reasonable efforts to consider ACGME duty-hour requirements and Resident work schedules when scheduling grievance meetings.

**Article 30 Arbitration**

Section 1. Right to Arbitrate

Any grievance that has been processed through the mandatory grievance procedure (Steps 2 and 3) and remains unresolved may be submitted to arbitration by the Union within fourteen (14) calendar days after the Step 3 response. The parties shall endeavor to agree on an arbitrator within fifteen (15) calendar days of the filing of the arbitration demand. If the parties cannot agree on an arbitrator within that timeframe, the matter shall be submitted to the American Arbitration Association (AAA) or another mutually agreed-upon arbitration service. Arbitration shall be conducted at a mutually agreed-upon location. Only the Union, and not individual employees, may initiate arbitration. Failure to file and serve within the time limitations shall constitute a waiver of arbitration.

Section 2. Arbitrator Authority

The arbitrator's jurisdiction and authority shall be strictly limited to the specific provision or provisions of this Agreement at issue between the Union and the Hospital.

The arbitrator shall not have authority to review or modify any decision regarding a Resident's academic proficiency, clinical performance, or educational judgment. The arbitrator's award shall be final and binding if within the scope of their authority.

Section 3. Costs

Each party shall bear its own costs. The Union and Employer shall share equally the arbitrator's fees and other shared administrative expenses.

Section 4. Release Time for Arbitration

Residents who are grievants or witnesses in arbitration hearings scheduled during work hours shall be released with pay. The Union shall submit requests at least seven (7) calendar days before the scheduled hearing. Late requests shall be accommodated where possible, provided patient care is not impacted, and shall not be unreasonably denied.

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## Article 31 Maintenance of Terms, Conditions and Superior Benefits/Minimum Standards

Section 1. Minimum Standards

This Agreement establishes minimum standards for wages, hours, benefits, and other terms and conditions of employment. Nothing in this Agreement shall prevent the Employer, in its discretion, from providing higher wages, greater benefits, or more favorable terms and conditions—whether generally or to specific departments, programs, or individuals.

If the Employer decides to reduce, eliminate, or modify any material benefits or terms and conditions of employment during the term of this Agreement which are mandatory subjects of bargaining, the Employer will engage in bargaining with the Union over the effects of any such changes as required by law. The parties will meet within thirty (30) calendar days of the Union's request to engage in effects bargaining, and will endeavor to meet as soon as possible. When possible, the Employer will notify the Union of such changes, if known, at least forty-five (45) calendar days in advance. When advance notice is not possible, the Employer shall provide notice within five (5) calendar days after such change, if known to the Employer.

In the event the Hospital is unaware that a material benefit changed in a particular program or rotation, the parties will meet within 30 days of either party becoming aware of the change and requesting to meet and engage in effects bargaining.

## Article 32 Severability and Savings Clause

Should any provision, article, or section of this Agreement be found to be invalid, unlawful, or unenforceable by a court of competent jurisdiction or by any federal or state agency with proper authority, such determination shall apply only to the specific provision deemed invalid and shall not affect the validity or enforceability of any other part, article, or section of this Agreement.

The parties agree that the remainder of the Agreement shall remain in full force and effect and shall be interpreted so as to best give effect to the intent of the parties at the time of execution. It is the express intention of the parties that this Agreement be preserved to the fullest extent possible under the law.

In the event any provision is rendered unenforceable, the Employer shall not take unilateral action to implement changes based on that decision. Instead, the Employer and the Union shall meet within fifteen (15) calendar days of such a determination, or sooner if mutually agreed, to bargain in good faith over the impact, effects, and—if necessary—a mutually acceptable replacement provision. The Union retains all rights to demand bargaining, including effects bargaining, and to take any and all lawful actions in response.

## Article 33 Duration

The terms and conditions of this Agreement shall remain in effect commencing June 1, 2026 and continuing through 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 not in writing to the other party no less than ninety (90) days before the end of the duration term to change, amend or add to this Agreement.

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**Side Letter – Health Benefits**

The parties agree that, during the first year of the Agreement (July 1, 2026 to June 30, 2027), upon request of the Union, they will meet to discuss issues regarding mental health and fertility related benefits. The discussion may include Union proposal to access the CIR benefit fund for such benefits.

The parties understand that by this commitment to meet and discuss, there is no obligation on either party to agree and no change may occur unless mutually agreed.

This side letter will expire midnight, June 30, 2027.

**Side Letter – Clothing**

Any Employee continuing employment into the 2026–2027 academic year shall also be entitled to receive one (1) fleece jacket at no cost to the Employee.

**Wage Scale**

| Jefferson and Nemours Wage Scale | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PGY | Current | 6/14/26 | Meal Money Into Rate 6/14/26 | 6/28/26 | One Time Increase Into Rate First Full Pay Period July 2026 | First Full Pay Period July 2027 | Additional Meal Money July 2027 | First Full Pay Period July 2028 |
| | | 2.0% | $240 | 3% | $ 5,000.00 | 3% | $120 | 3% |
| 1 | $71,923.00 | $73,361.46 | $73,601.46 | $75,809.50 | $80,809.50 | $83,233.79 | $83,353.79 | $85,854.40 |
| 2 | $74,799.00 | $76,294.98 | $76,534.98 | $78,831.03 | $83,831.03 | $86,345.96 | $86,465.96 | $89,059.94 |
| 3 | $77,792.00 | $79,347.84 | $79,587.84 | $81,975.48 | $86,975.48 | $89,584.74 | $89,704.74 | $92,395.88 |
| 4 | $80,904.00 | $82,522.08 | $82,762.08 | $85,244.94 | $90,244.94 | $92,952.29 | $93,072.29 | $95,864.46 |
| 5 | $84,139.00 | $85,821.78 | $86,061.78 | $88,643.63 | $93,643.63 | $96,452.94 | $96,572.94 | $99,470.13 |
| 6 | $87,505.00 | $89,255.10 | $89,495.10 | $92,179.95 | $97,179.95 | $100,095.35 | $100,215.35 | $103,221.81 |
| 7 | $91,005.00 | $92,825.10 | $93,065.10 | $95,857.05 | $100,857.05 | $103,882.76 | $104,002.76 | $107,122.85 |
| 8 | $94,646.00 | $96,538.92 | $96,778.92 | $99,682.29 | $104,682.29 | $107,822.76 | $107,942.76 | $111,181.04 |

| Einstein wage scale | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| PGY | Current | 6/14/26 | Meal Money Into Rate 6/14/26 | 6/28/26 | One Time Increase Into Rate First Full Pay Period July 2026 | First Full Pay Period July 2027 | Additional Meal Money July 2027 | First Full Pay Period July 2028 |
| | | 2.0% | $240 | 3% | $ 5,000.00 | 3% | $120 | 3% |
| 1 | $69,868.00 | $71,265.36 | $71,505.36 | $75,809.50 | $80,809.50 | $83,233.79 | $83,353.79 | $85,854.40 |
| 2 | $72,662.00 | $74,115.24 | $74,355.24 | $78,831.03 | $83,831.03 | $86,345.96 | $86,465.96 | $89,059.94 |
| 3 | $75,569.00 | $77,080.38 | $77,320.38 | $81,975.48 | $86,975.48 | $89,584.74 | $89,704.74 | $92,395.88 |
| 4 | $78,592.00 | $80,163.84 | $80,403.84 | $85,244.94 | $90,244.94 | $92,952.29 | $93,072.29 | $95,864.46 |
| 5 | $81,735.00 | $83,369.70 | $83,609.70 | $88,643.63 | $93,643.63 | $96,452.94 | $96,572.94 | $99,470.13 |
| 6 | $85,005.00 | $86,705.10 | $86,945.10 | $92,179.95 | $97,179.95 | $100,095.35 | $100,215.35 | $103,221.81 |
| 7 | $88,405.00 | $90,173.10 | $90,413.10 | $95,857.05 | $100,857.05 | $103,882.76 | $104,002.76 | $107,122.85 |
| 8 | $91,942.00 | $93,780.84 | $94,020.84 | $99,682.29 | $104,682.29 | $107,822.76 | $107,942.76 | $111,181.04 |

Docusign Envelope ID: 738FB4FD-92B0-8658-81C8-BFFEC4B2EFBA

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized undersigned representatives.

For the Hospital

By: Signed by: Robert H Taylor ABBA4039AE45485... Robert Taylor

Date: 5/26/2026

By: Signed by: Amy O'Brien 77DA818B2EC9429... Amy O'Brien

Date: 5/27/2026

By: Signed by: Lori Pisarski 5A34A64B9C8491... Lori Pisarski

Date: 6/1/2026

By: Signed by: Tiffany Tongue BC2E9CACCDC042D... Tiffany Tongue

Date: 6/1/2026

By: Signed by: Loren Margott FE815081D61A4D8... Loren Margott

Date: 6/1/2026

By: Signed by: Alfred J. D'Angelo 85560AD5608D4AC... Alfred D'Angelo, Jr.

Date: 5/26/2026

By: Signed by: Andrew J. Rolfes 78BCCA88787D40C... Andrew Rolfes

Date: 5/27/2026

By: DocuSigned by: Douglas McGee DBC466E3ED3E476... Douglas McGee

Date: 5/27/2026

By: DocuSigned by: 49CBABA6B93C4CA... John Caruso

Date: 5/27/2026

By: Signed by: Michael Mallow 7C002C5321D847B... Michael Mallow

Date: 6/1/2026

By: Signed by: Miriam Bar-On 1822Z1A0139F48A... Miriam Bar-On

Date: 6/1/2026

By: Signed by: 996BD5BDAEEF44C... Barbara Simon

Date: 6/2/2026

By: Signed by: 440A0BB799B84EF... Tyree Winters

Date: 6/1/2026

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For the Union
Committee of Interns and Residents/SEIU

By: Timothy Rodgers
Timothy Rodgers (Jul 6, 2026 13:06:43 CDT)
Name: Timothy Rodgers
Title: Negotiations and Grievance Coordinator
Date: Jul 6, 2026

By: Susan Naranjo (Jul 6, 2026 10:56:16 PDT)
Name: Susan Naranjo
Title: Program Director
Date: Jul 6, 2026




**Committee of Interns & Residents/SEIU**

**National Office**

**10-27 46th Avenue, Suite 300-2**

**Long Island City, NY 11101**

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