



Collective Bargaining Agreement

Between

George Washington University

and the

**Committee of Interns and
Residents/SEIU**

January 1st, 2025 – December 31st, 2028

Committee of Interns and Residents (CIR)

National Affiliate of Service Employees International Union (SEIU)

The Committee of Interns and Residents/SEIU (CIR/SEIU) represents over 22,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California, New Mexico, Illinois, Vermont 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 George Washington University, 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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**COLLECTIVE BARGAINING
AGREEMENT**

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MEMORANDUM OF AGREEMENT

ARTICLE 1 – AGREEMENT & RECOGNITION

1.01 Agreement

This Agreement is entered into on the 7th day of February, 2025 by and between the Committee of Interns and Residents/SEIU (CIR), hereafter referred to as the “Union,” and the George Washington University, hereafter referred to as the “University” for the period from January 1, 2025 to December 31, 2028.

1.02 Recognition

The University recognizes the Union as the exclusive collective bargaining representative of the unit certified by the National Labor Relations Board in Case No. 05-RC-314527, hereafter referred to as the “Residents,” as follows:

- A. INCLUDED: All full-time and regular part-time house staff employed by the University in the following classifications: resident, chief resident, and fellows.
- B. EXCLUDED: All other employees, directors, managerial employees, guards, and supervisors as defined in the Act.
- C. Unless expressly stated otherwise, the term “Resident” in this Agreement is intended to refer to any member of the bargaining unit, including Residents and Fellows employed by the University.

ARTICLE 2 – UNION ACCESS

2.01 Access

The parties acknowledge that it is in their mutual interest that the Union receive access to facilities where Residents work, during work hours and not in restricted patient care or clinical areas, for the purpose of providing representation rights to Residents when they are not engaged in clinical duties. The Union, and its officers and representatives, will not engage in Union business or any union activity on University’s or its affiliated or third-party sites’ premises, hereafter referred to as “Participating Sites,” unless authorized by this Article and in conformance with its and this Agreement’s requirements.

2.02 Reasonable Access Rules

The Union acknowledges that the University and Participating Sites retain the right to enforce reasonable access rules and regulations in accordance with applicable policies, procedures, and applicable law. If the University determines that an access rule or regulation is being violated, it will address the issue with the Union and reserves the right to require a different Union representative in the event a representative violates any access rule, policy or procedure two or more times, without the issue being addressed by the Union.

Notwithstanding the foregoing, the Union acknowledges that Participating Sites have control over whom they grant access to and removing people who do not comply with their access policies. The University will notify Participating Sites that its Residents are represented by the Union and are entitled to certain legal rights, including Weingarten rights. The Union agrees to promptly notify the University if there are any issues with access to Participating Sites under this Article and to allow the University reasonable time to address those issues.

2.03 Union Representatives

Designated Union representatives may visit facilities where Residents are assigned for clinical or non-clinical duties in non-clinical and non-patient care areas so long as they adhere to the University and Participating Site policies and procedures, and are not interfering with the assigned duties and responsibilities of the Residents. Designated Union representatives will provide the University with reasonable notice by email of the intent to visit a Participating Site under this Section and will comply with any notice requirements of the Participating Site.

2.04 List of Representatives

The Union will furnish the University with a written list of all Union representatives and officers authorized by the Union to conduct Union business. The Union will maintain this list in a timely manner and promptly provide written notice of any changes, additions, or deletions to the University. Any non-employee Union representative not on the list will have no right of access, except as any other member of the public would.

2.05 Use of Meeting Rooms

The Union will be granted use of designated general purpose meeting rooms in GW owned and operated facilities to hold events including but not limited to, ratification votes, delegation elections, and grievance investigations. The Union is subject to the University's policies on room reservations and any applicable law. Union representatives will not contact Residents in, linger in, or use patient care areas for the purpose of conducting Union business. The Union may not conduct meetings that interfere with the assigned duties and responsibilities of the Residents.

ARTICLE 3 – SEVERABILITY

3.01 Severability

In the event that any part of this Agreement is determined by final order of an administrative agency or court with jurisdiction over the parties, to be contrary to law, that part of the Agreement shall be rendered null and void. All other provisions of this Agreement that are not affected by the illegal provision will remain in full force and effect during the term of this Agreement. In the event that any provision of this Agreement is declared illegal, invalid, void or unenforceable, the parties agree to meet and discuss within thirty (30) calendar days upon the request of either party in an attempt to reach an agreement on a substitute provision, where appropriate.

ARTICLE 4 – NO STRIKE, NO LOCKOUT

4.01 The parties agree that all Residents are essential to public health and safety while providing direct patient care. Accordingly, during the term of this Agreement or any extension thereof, the University agrees that there will be no lockouts by the University. Additionally, during the term of this Agreement or any extension thereof, the Union, on behalf of its officers, agents, and unit members, agrees that there will be no strikes, work stoppages, sickouts, slowdowns, boycotting, interruption of work, or any other activity which would or could interfere with the operations of the University or the administration of the Graduate Medical Education Training Programs, hereafter referred to as “Residency Program.”

4.02 During the term of this Agreement or any extension thereof, the Union, its officers, agents, and the Residents agree that they will not in any way participate in or lend support to any strikes, including sympathy strikes, or other work stoppages, sickouts, slowdowns, boycotting or interruption of work or any other activity which would interfere with the operations of the University.

4.03 Any Resident who violates this Article may be subject to disciplinary action up to and including termination of employment.

4.04 The Union shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article. In the event there is a threatened or actual strike, work stoppage, sickout, slowdown, boycotting, interruption of work, or any other activity in violation of this Agreement, the Union, within twenty-four (24) hours of a request by the University will: (1) publicly disavow such action by the Resident(s); (2) advise the University in writing that such action by the Resident(s) had not been called for or sanctioned by the Union; (3) notify the Resident(s) of its disapproval of such action and instruct the Resident(s) to cease such action and return to work immediately; and (4) post notice to its official website and social media pages advising that it disapproves of such action.

4.05 Nothing herein constitutes a waiver of the University’s right to seek appropriate legal relief in the event of a violation of this Article.

ARTICLE 5 – INCLUSIVITY AND NON-DISCRIMINATION

5.01 Commitment to Diversity and Non-Discrimination

The Union and the University affirm their joint commitment to recruitment and retention of a diverse and inclusive workforce of Residents. The Union and the University further agree to work together to promote diversity, equity and inclusion and such topics shall be on the agenda, upon request, at Labor Management Committee meetings.

Consistent with applicable law and University policy, the University will not engage in discrimination or harassment against any person because of their protected status on the basis of race; ethnicity; color; sex; medical conditions related to pregnancy, childbirth, and/or breastfeeding; sexual orientation; gender identity; religion; national origin; ancestry; age; physical or mental disability; marital status; familial status; genetic information; domestic or sexual violence victim status; citizenship status; military status; status as a protected veteran; union

activity or affiliation; or any other protected characteristic under applicable law. The University will comply with all applicable nondiscrimination, equal opportunity, and affirmative action laws, orders, and regulations.

5.02 Fair & Respectful Treatment

The University 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 harassment, exploitation, or intimidation.

The University 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 Residency Program.

5.03 Religious Accommodations

The University will provide a reasonable accommodation for sincerely held religious beliefs and practices of the Residents if to do so does not impose an undue hardship on the Resident's department, or interfere with the Resident's ability to perform the essential functions of the Resident's position. The parties agree that Residents who request an accommodation that may result in time away from work must be made as soon as practicable for scheduling purposes. Any days off for observance of religious holidays are unpaid and will not require the use of paid time off by exchange of other paid holidays for the requested holiday.

5.04 Alleged Violations & Complaints

Complaints alleging violations of this article are governed by and should be reported as soon as possible to the University's Office of Equal Employment Opportunity and Access ("EEOA"), all rights under which must be exhausted by the grievant(s) and the Union. A grievance that arises out of a complaint submitted to EEOA, if not adjusted to the satisfaction of the grievant(s) or the Union, may be presented in Step 2 of the grievance procedure of this Agreement within thirty (30) days after final determination is rendered pursuant to the University's policies. Any such grievance shall not be subject to the Arbitration provisions of this Agreement. The University encourages, but in no way requires, a Resident to also reach out on any such issues as soon as possible to EEOA, or through the Graduate Medical Education ("GME") Confidential Resident Hotline.

ARTICLE 6 – EMPLOYEE LIST AND ORIENTATION

6.01 Employee List

The University will provide the Union with an electronic list of incoming Residents by June 1 each year and a list of Residents who have completed a Residency Program each academic year on or before August 1.

6.02 Content of List

The list referenced in section 6.01 shall include names, and to the extent available: personal email address and phone number, Residency Program and post-graduate year ("PGY").

6.03 Complete List

The University will provide the Union with a complete list of Residents in the bargaining unit including, if available, names, personal email address, phone number, work email address, department, and postgraduate year by November 15 and March 15 of each year.

6.04 Orientation Presentation

During orientation for new Residents, the University will allow the Union thirty (30) minutes to give a presentation on the Union. The University will provide the Union use of one information table at or near orientation. The University will provide the Union a schedule of annual, general orientations at least two (2) weeks in advance of the orientation.

6.05 Orientation Materials

During new employee orientation, the Union may provide the following materials including but not limited to a copy of this Agreement, union membership card, a list of chapter leaders with contact information, as well as any other informational materials related to the Union.

6.06 Accuracy of Information

Issues related to the unintentional inaccuracies of the lists provided pursuant to this Article, and the information contained therein will not be used against the University.

ARTICLE 7 – EMPLOYEE HEALTH, SAFETY, AND SECURITY

The University is committed to providing a healthy and safe work environment for the Residents in compliance with applicable health and safety laws, and applicable Accreditation Council for Graduate Medical Education (“ACGME”) requirements. Likewise, it is the duty of each Resident to comply with all University and Participating Site health and safety regulations. If an exposure/injury occurs at a Participating Site, the Resident should follow the Participating Site’s protocols for treatment/evaluation.

Pursuant to the ACGME, Participating Sites should provide appropriate supervision of Residents in patient care activities and maintain a learning environment conducive to educating the Residents in the ACGME competency areas. The University will notify Participating Sites of its expectation that such sites provide appropriate safety equipment in all patient care areas in accordance with ACGME requirements, as well as safety and security measures as may be appropriate and practicable.

No Resident will be disciplined if the Resident requests security officer presence or if they request that a security officer enforce the University’s firearm or weapon exclusion policy.

Concerns regarding health and safety may be raised in the Labor Management Committee, hereafter referred to as the “LMC,” meetings as defined in Article 8. Concerns regarding health and safety issues at non-University facilities should first be brought to the attention of management at those facilities pursuant to that facility’s policies and processes. In addition, or in the alternative,

concerns regarding health and safety issues at non-University facilities may be raised with, and addressed by the GME office.

ARTICLE 8 – LABOR MANAGEMENT COMMITTEE

8.01 There will be a LMC with up to five (5) members representing the Union and up to five (5) members representing the University. The parties may mutually agree to add additional representatives on either side.

8.02 The LMC will meet at least one (1) time every four (4) months to discuss matters necessary to the implementation of this Agreement and of general interest to the Union and the University. The purpose of the LMC is to provide a forum for the parties to address issues outside of the grievance process and maintain an open dialogue. The LMC may agree to additional meetings by mutual consent. These meetings will not be used for negotiations of subsequent Agreements or to discuss pending grievances unless the parties mutually agree otherwise. If both parties agree it is not necessary to hold one of these meetings, that meeting may be canceled. Designated representatives of the Union and the University will suggest agenda items prior to each meeting.

8.03 The parties may mutually agree to create temporary LMC subcommittees to discuss areas of concern and recommend strategies to address the same. The subcommittees' recommendations will not be binding on either party. Either party can dissolve a subcommittee at any time upon providing written notice to the other.

8.04 Meeting times may occur outside of normal business hours, subject to the operational needs of the Residency Program. The Union shall contact the University's Human Resources to initiate scheduling of the meetings.

8.05 The Committee's recommendations shall reflect the consensus of the Union and the University representatives on the LMC. If a recommendation requires further approval by the University, the Union and the University representatives shall jointly prepare a document reflecting the LMC's recommendation.

8.06 Nothing in this Article precludes the University from hosting open forums, such as town halls, to hear Resident concerns on Residency Program, clinical matters or patient care, or otherwise fulfill its GME obligations. The University reserves the right to exclude individuals not employed by the University from these open forums. These meetings will not be used to discuss matters within the scope of this Agreement. In the event that such matters are raised, the University will direct the Resident to the Union for further discussion.

ARTICLE 9 – LACTATION ROOMS

The University is committed to providing lactation rooms or another comparable space in compliance with applicable federal, state, and local law, and ACGME requirements. Residents may raise concerns regarding the adequacy of the University's lactation rooms or another comparable space through the LMC.

For all Participating Sites, the University will make a good faith effort to require that all Participating Sites provide lactation room(s), including adequately sized and hygienic storage

space(s) for breast milk, or other comparable space shall be provided in reasonably close proximity to the Resident's work area that is appropriate for safe patient care.

If no such space exists in close proximity to the Resident's work area that is appropriate for safe patient care, the Participating Site will designate an appropriate temporary space, which is not open to the general public, for the purpose of expressing and storing breast milk.

A nursing Resident may request reasonable lactation breaks during work hours for the purpose of breastfeeding or expressing breast milk. Consistent with University policy, the Resident should work with their supervisor to establish mutually convenient times.

The University will request that Participating Sites provide support to the lactating Resident so that they can continue patient care in the lactation space(s) with access to a computer, internet, and a phone or pager.

Alleged violations of this Article may only be grieved through Step 2 of the Grievance Process and will not be eligible for arbitration.

ARTICLE 10 – LIABILITY/MALPRACTICE INSURANCE

10.01 Malpractice Insurance

Liability and medical malpractice coverage will be provided in accordance with the terms of the University's insurance plans (as well as the plans of any offsite entities where Residents rotate, if the University plans do not apply) for claims filed for professional activities undertaken in the scope of employment. This malpractice insurance will be at no cost to the Resident during the course of or after completion of their training, for all events that happened during the course of their Residency Program. Residents are only covered for activities performed within the scope of their formal Residency Program and approved affiliations. This specifically excludes coverage for external activities, including external "moonlighting." Residents contacted or notified of any claim, complaint, or lawsuit arising from the Resident's activities within the course and scope of their University duties shall immediately notify the GME office.

ARTICLE 11 – MANAGEMENT AND ACADEMIC RIGHTS

11.01 Management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University.

11.02 No Action taken by the University with respect to a management right set forth in this Article, or otherwise pursuant to this Article, shall be subject to the grievance and arbitration provisions of this Agreement, provided that the action taken by the University does not violate the express terms of this Agreement. Except as otherwise provided in this Agreement, the University's management rights include, but are not limited to, the following management and academic rights:

- (i) to manage its relationships with hospitals, laboratories, clinics, offices, and other facilities and operations;
- (ii) to establish and administer procedures, reasonable rules and regulations;

- (iii) to establish, direct, and control the University's missions, programs, objectives, activities, resources, and priorities;
- (iv) to plan, determine, direct and control the nature and extent of all University operations and commitments;
- (v) to alter, extend, remove, determine, modify, introduce new, or discontinue the methods, procedures, programs, equipment, facilities, locations of operations, materials, and operations to be used or not by University employees;
- (vi) to open, close, consolidate and relocate its operations;
- (vii) to select and determine the qualifications of and number of its Residents, the number of its Residency Programs, and to increase or decrease the size of any Residency Program consistent with the ACGME requirements;
- (viii) to establish and administer the policies, reasonable work rules, procedures, training methods, curricula, and standards relating to its individual Residency Programs and Resident conduct, including the ability to establish, maintain, modify, or enforce standards of quality, performance, and conduct consistent with ACGME requirements;
- (ix) to establish and determine how instruction, including but not limited to clinical instruction, is delivered;
- (x) to create, combine, discontinue, or otherwise modify any Residency Program, consistent with ACGME requirements;
- (xi) to determine and assign the physician work duties of Residents, consistent with ACGME requirements;
- (xii) to determine and change Resident schedules, shifts, starting and quitting times, and number of hours to be worked, consistent with ACGME requirements;
- (xiii) to hire temporary, casual or per diem employees and to determine adequate staffing and coverage, consistent with ACGME requirements;
- (xiv) to determine and reasonably grant leave requests;
- (xv) to establish or modify academic calendars, including holidays and holiday scheduling, in accordance with the provisions of this Agreement;
- (xvi) to utilize, assign, or transfer Residents as necessary in the interests of operational efficiency and patient care; the University will not permanently transfer a Resident outside of their specialty or department without the Resident's agreement;

- (xvii) to establish, alter, modify, or eliminate the standards and qualifications for hiring and advancement through the Residency Programs, and to determine whether to advance a Resident to the next level of training, consistent with ACGME requirements;
- (xviii) to evaluate professionalism, patient care, medical knowledge, systems-based practice, practice-based learning and improvement, and communication skills consistent with ACGME requirements;
- (xix) to establish, implement and/or modify the elements of a Residency Program, including any such changes required by accrediting organizations, such as the ACGME;
- (xx) to assess eligibility for graduation, board certification, and/or the ability to practice autonomously consistent with ACGME requirements;
- (xxi) to install or introduce any new or improved service methods, patient care procedures, facilities or equipment and to maintain efficient operations;
- (xxii) to hire, train, promote, demote, transfer, layoff, and recall Residents, and to require Residents to participate in training;
- (xxiii) to determine the methods of investigating alleged Resident misconduct, and to discipline or dismiss Residents for matters within the scope of representation and covered by this Agreement with due process, and for just cause. The University may continue to take disciplinary action or dismiss Residents for academic or clinical matters that are excluded from the scope of representation;
- (xxiv) to determine the content of performance evaluations and the processes and criteria by which performance is evaluated or measured;
- (xxv) to establish and require Residents to observe the University's reasonable rules and regulations;
- (xxvi) to create job descriptions, and to recruit, appoint, reappoint, not reappoint, or transfer consistent with ACGME requirements; and
- (xxvii) in all other respects, to manage, direct, and control the University and its workforce, and make any and all decisions affecting the University and its Residency Program, consistent with the terms of this Agreement.

11.03 Without placing any limits on the above-enumerated rights, the University has the sole and exclusive authority to make all decisions that affect or relate to any academic (including all ACGME core competencies, as may be amended from time to time), patient care or clinical issues or judgments. That includes, but is not limited to, decisions on matters that relate to whether a Resident has developed the practice-based learning and improvement, patient care and procedural skills, systems-based practice related to medical judgment, professionalism, and medical

knowledge competencies to function at the current level of training, advance to the next level of training, or be assessed as eligible for graduation and board certification. It also includes, but is not limited to, any disciplinary action arising out of such matters. All such decisions may be made at the sole discretion of the University, are outside of the scope of bargaining, and are not subject to the grievance and arbitration procedures in this Agreement.

11.04 The above list of management rights is not exhaustive and does not exclude other management rights not specified herein, nor will the exercise or non-exercise of rights constitute a waiver of any such rights by the University. The University's exercise of any management right, function or responsibility in a particular manner shall not preclude the University from exercising the same in any other manner which does not expressly violate this Agreement.

11.05 For Residents on rotation at Participating Sites, the University will only be required to meet and confer over matters within the scope of representation and this Agreement subject to the University's control and ACGME requirements, or as otherwise required by law.

11.06 This provision is not intended to relieve the University of any obligation to bargain over any effects within the scope of representation resulting from action taken by the University with respect to a management or academic right.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 Definitions and General Provisions

- (i) A grievance is defined as a complaint filed by the Union alleging that the University breached a specific provision of this Agreement and the complaint does not implicate any decisions that affect or relate to any academic (including all ACGME core competencies, as may be amended from time to time), patient care or clinical issues or judgments or any other matters excluded from the application of this Article in this Agreement. All matters regarding probation, suspension, corrective action, non-promotion and non-renewal of Resident agreements and termination/dismissal are not subject to this Article. This Article is the sole and exclusive procedure for the resolution of grievances under this Agreement.
- (ii) An informal resolution of any dispute is desirable. The parties agree that such informal resolution shall occur, if possible, by direct discussion between the University and the Union. If the grievance is not resolved through informal discussions, the University or the Union may file a formal grievance as set forth below.
- (iii) Any offers of resolution or settlement agreed upon at any stage of the grievance or arbitration procedures, or any offers of such a resolution, shall not be considered admissible at any step in the grievance or arbitration process.

12.02 The following steps shall be followed in the processing of grievances:

Step 1. The Union shall present a grievance on a form (attached in the Appendix) to the Director of GME or that individual's designee within twenty-one (21) calendar days of its occurrence.

Each grievance must be in writing and specify the following:

- The nature of the grievance;
- The specific section(s) and provision(s) of this Agreement alleged to have been violated;
- The date of the occurrence of the alleged violations; and
- The relief requested.

The University will meet with the Resident and their representative to discuss the grievance within twenty one (21) calendar days following the receipt of the grievance. The University will issue a written response to the Resident and/or the Resident's representative within twenty-one (21) calendar days after the meeting is held.

Step 2. If the grievance is not satisfactorily resolved at Step 1, the grievance may be appealed to Step 2 within twenty-one (21) calendar days of the University's Step 1 written response by submitting the grievance to Human Resources. Any discussion of the grievance between the parties at Step 2 will be held within thirty (30) calendar days of receipt of the Union's submission to Step 2. The University will e-mail its written response at Step 2 to the Union within thirty (30) calendar days of the Step 2 meeting.

12.03 If the grievance is not satisfactorily resolved at Step 2, or the University fails to respond in writing within thirty (30) calendar days of the Step 2 meeting, the Union may submit the matter to arbitration. Arbitration under this Agreement shall be limited to grievances that have been timely processed through the grievance procedure.

12.04 Grievances received after 5:00 pm EST will be deemed to have been received on the next business day. If the grievance is not appealed to the subsequent step of the procedure within the applicable time limits, and/or an extension has not been agreed to in advance, in writing, by the parties, the grievance will be considered settled on the basis of the University's last written response. The aggrieved Resident, the Union, and the University are all expected to attend a scheduled grievance meeting, except in the instance of an unforeseeable emergency, or if the Resident declines due to patient responsibilities, or if the presence of the Resident at the meeting would place an undue burden on the Resident's physical or mental wellbeing. If the Union fails to attend a scheduled grievance, or if the Resident fails to attend without justification consistent with this Section, then the grievance will be deemed waived and there will be no further processing of the grievance or any arbitration thereon. If the University fails to attend a scheduled grievance, then it will be considered denied and the Union will be allowed to proceed to the next step in the grievance and arbitration process. In cases of an unforeseeable emergency, the impacted party will notify the other parties within twenty-four (24) hours of the unforeseen emergency.

ARTICLE 13 – ARBITRATION PROCEDURE

13.01 A request for arbitration may be made only by the Union and only after exhaustion of the grievance procedure.

13.02 The Union's appeal to arbitration must be made within thirty (30) calendar days after the date of the University's Step 2 grievance answer, or if no answer was provided, within thirty (30) calendar days from the date the University's response was due. The Union shall request arbitration by giving notice to that effect to the Federal Mediation and Conciliation Service (FMCS) with a copy to the University. The request must identify the specific Section(s) and Article(s) allegedly violated. The issue(s) to be heard by the arbitrator shall solely be restricted to the Article(s) set forth in the filed grievance. Issues or allegations which were known or should have been known to the Union but not introduced at Step 1 of the grievance procedure are waived and shall not be introduced by the Union at arbitration or heard by the arbitrator in any manner.

13.03 Failure to submit the appeal within the above time limits will render the grievance ineligible for arbitration and the last preceding University response, if any, will be deemed final and not appealable in any forum. The time limits contained herein may be extended by mutual agreement of the parties.

13.04 The issue of arbitrability shall be resolved in a hearing (or telephonic conference with the arbitrator) prior to and separate from the hearing (if any) regarding the substantive facts and/or allegations in dispute. If the arbitrator finds the grievance to be not arbitrable, the substantive facts of the case shall not be heard and the grievance shall be denied. If the arbitrator finds in favor of arbitrability, the hearing shall proceed on the substantive issue(s) raised.

13.05 The arbitrator shall have the authority only to settle grievances arising under this Agreement as defined by this Agreement. The arbitrator shall have no power to add to, subtract from, modify, amend, or supplement this Agreement in any way, nor shall the arbitrator substitute their judgment for that of the University. The arbitrator shall have no jurisdiction or authority to hear any arbitration involving, nor issue any award changing, modifying, or restricting any action taken by the University on matters committed to the University's discretion under Article 11 (Management and Academic Rights), unless such action independently violates the specific terms of this Agreement, in which case the arbitrator may only have jurisdiction or authority to resolve the alleged independent violation, not the matter committed to the University's discretion under Article 11, Section 3.

13.06 Only one grievance may be referred to and decided during a particular arbitration, unless otherwise agreed by the parties, in writing, and all hearings shall be closed to the public.

13.07 Remedies.

- (i) If a grievance is sustained in whole or in part, and subject to the limitations set forth in the paragraph below, 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, including, but not limited to workers' compensation and/or unemployment benefits, etc.

- (ii) The arbitrator shall have no authority to advance a Resident to the next level of training, or attest that a Resident is eligible for graduation or board certification.
- (iii) The decision of the arbitrator shall be final and binding. 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.
- (iv) The arbitrator shall have no authority to award time-in-lieu of training or to extend the time limits for Residency Program completion.
- (v) The arbitrator shall have no authority to award back wages or other monetary reimbursement, nor shall the University be liable on a grievance claiming back wages or other monetary reimbursements for:
 - (1) Any period of time during which an extension of time limits has been granted by the University at the request of the Union; or
 - (2) Any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing, when the first date is rejected by the Union; or
 - (3) Any period of time greater than thirty (30) calendar days prior to the date of the initial filing at Step 1 of the grievance procedure.

13.08 The cost of fees of the arbitrator shall be borne equally by the University and the Union.

13.09 Release Time.

Whenever the University and the Union convene a meeting to mutually resolve a grievance during the scheduled work time of a Resident who is a grievant or a representative, reasonable release time shall be granted to the Resident(s) involved upon the Union's advance request.

Residents called to participate at such meetings may be released from work with reasonable advance written request and granted leave with pay for reasonable time spent in such meetings.

13.10 A Resident who is disciplined for issues related to academic matters may utilize the University's internal policies concerning academic matters related to ACGME. The Resident shall be entitled to representation consistent with any such policy or procedure, including the ability to select a Union representative as their advisor.

ARTICLE 14 – RELEASE TIME

14.01 New Hire Orientation Release

New Hire Orientation: Upon advance request of no less than sixty (60) days, up to three (3) Residents shall be granted release time to attend the GME new Resident orientation session in accordance with Article 6 (Employee List and Orientation).

14.02 Convention Release

Upon an advance notice of at least sixty (60) days, the University will release up to three (3) duly elected Resident delegates from work for no more than three (3) days so that they can attend the CIR's National Convention.

14.03 Release Upon Reasonable Notice

Requests for release time shall be subject to operational need, will be made in advance, and will not be unreasonably denied.

14.04 Executive Committee Release

Upon an advance notice of at least sixty (60) calendar days, the University will release up to one (1) duly elected Regional Vice President, President, or Secretary Treasurer of the Union to attend quarterly Executive Committee meetings as scheduled by the Union.

ARTICLE 15 – RESIDENT LOUNGES AND CALL ROOMS

15.01 Resident Lounge

The University agrees to make a good faith effort to request that Participating Sites that provide for a doctors' lounge also allow Residents to access and use the lounge or provide Residents a separate lounge area.

15.02 Call Rooms

The University will make a good faith effort to ensure that on-call rooms are provided and maintained in accordance with ACGME requirements.

ARTICLE 16 – UNION PAYROLL DEDUCTIONS

16.01 Union Dues Deductions

All Residents as a condition of employment, beginning on the 31st day following employment or thirty-one (31) days after execution of this Agreement, whichever is later, and to the extent permissible by applicable state law, will be required to enroll as a member of the Union or pay an agency fee as set forth below.

The University will make payroll deductions upon written notice from the Union that a Resident has authorized a payroll deduction for Union dues, which shall be supported by a written

authorization from the Resident. The University will make the payroll deduction in the amount indicated by the Union and remit that amount to the Union. The Union will be the holder of original dues authorization forms. The Union notification of payroll deduction, authorization, and/or stoppage is based on the list of names and amounts provided by the Union, described in this Section. Authorizations for Union dues deductions will be made on a form provided by the Union. Individual requests to cancel payroll deduction will be directed to the Union. The authorization for payroll deduction will remain in full force and effect until the Union informs the University to stop payroll deductions in conformance with this Article.

As required by applicable law, Residents shall have the right to, in lieu of Union membership provided for in this Section, pay an agency fee as a contribution toward the cost of administration of this Agreement and representation by the Union. The amount of the agency fee shall be a percentage of full dues uniformly required to be paid as dues and initiation fees by those who choose to become members of the Union. The Union shall establish and certify in writing the amount of the Union's dues and agency fees.

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 sixty (60) days of the Union's notice of ratification to the University and the Union's provision of any required information set forth below.

Certification of new individual authorizations for Union membership dues deduction must be provided to the University by way of the Union providing a completed Excel spreadsheet. The appropriate deduction will commence in no case later than the first of the month following thirty (30) calendar days after the certification of authorization for such deduction is provided to the University by the Union.

16.02 Other Deductions

The parties mutually agree that deductions from a Resident's paycheck shall be made upon showing of a properly signed authorization card allowing such deductions. The University agrees to deduct the actual dollar amount authorized by the Resident and to separately itemize deductions on monthly remittal forms provided to the Union, provided that the payroll system is capable of handling such deductions.

The Union shall indemnify, defend and hold the University harmless against any claim, demand, suit, cost, expense or any other form of liability, including attorney fees and costs, arising from, or incurred as a result of any act taken or not taken by the University, its members, officers, agents, employees, or representatives in complying or carrying out the provisions of this Article.

16.03 Programming & Administrative Services

The University agrees to electronically transfer funds to the Union banking account for all Union payroll deduction remittance monies.

The University will 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.

16.04 Union Changes in Deduction Amounts

Any changes in the rate to be deducted for Resident dues shall be certified to the University by the Union, in writing, at least sixty (60) calendar days prior to the effective date of the dues amount change and mailed to the University's designated office. The Union may change the dues percentage rate or cap once in a twelve (12) month period at no cost.

16.05 Indemnification

The Union shall indemnify the University for any claims made by Residents for deductions made by the University in reliance on information provided by the Union to the University, the Union's certification or on the Union's representation as to whether deductions for the Union were properly canceled or changed. The University shall promptly provide notice to the Union of any claim, demand, suit or other action for which it is seeking indemnification once the University becomes aware of its right to seek indemnification on such action.

ARTICLE 17 – LEAVE

17.01 Scope

This Article provides certain benefits governing leave, with or without pay. Specific questions about any form of leave in this Article and/or its impact on the Residency Program requirements should be directed to the GME office. When necessary, the GME office will make a good faith effort to redirect Residents to the appropriate University resource. The University will comply with applicable federal, state, or local leave requirements.

17.02 Vacation Time

Because Residents may work up to eighty (80) hours per week, the University will provide each Resident with up to twenty-one (21) work days of paid vacation time each academic year, excluding weekends and holidays. When a Resident takes a full week of vacation (Monday-Friday), they will be entitled to take off the weekend (Saturday and Sunday) either before or after the week they have scheduled off for vacation. Vacation time must be scheduled in advance per the Resident's individual department or program's process and procedures, and will not be unreasonably denied. A day for vacation purposes is twenty-four (24) hours in length.

17.03 Sick Time

The University will provide each Resident with sick time as defined and described in the University's Resident Manual, which provides for the accrual of seven (7) paid days per calendar year for all Residents.

17.04 Jury Duty and Legal Proceedings

If a Resident is called to jury or witness duty on a day in which they are scheduled to work, the Resident will receive paid time off for the scheduled work hours and/or days missed to comply with jury and witness duty. Residents must submit a written request for leave covered by this Section to their Residency Program director as far in advance as possible. The written request must include supporting court documents. Residents are required to report to work on those days or partial days when attendance in court is not required. Residents may keep all court-provided compensation provided in return for jury duty service or a court-related appearance.

17.05 Family and Medical Leave

The University will provide each Resident family and medical leave as defined and described in the University's leave and benefit policies. Residents may be eligible for paid leave pursuant to applicable law.

17.06 Paid Parental Leave

Residents may be eligible under District of Columbia law for statutory paid leave for up to fourteen (14) weeks to care for a pregnancy and baby bonding combined. The University will provide eligible Residents up to six (6) weeks of paid parental leave one (1) time during a twelve (12) month period, as defined and described in the University's leave and benefit policies, which includes, but is not limited to, the requirement that the Resident apply for statutorily provided paid benefits in order to receive full pay. Residents are solely responsible for applying for such benefits in accordance with applicable law and policies.

17.07 Bereavement

Residents are eligible for up to five (5) days of paid leave for the death of the Resident's immediate family member as described and defined by the University's Resident Manual. Bereavement does not accrue or pay out upon termination. If, during the term of this Agreement, the University increases the number of paid bereavement days provided for in this Section for faculty and staff, such increases and associated terms and conditions shall apply to Residents.

17.08 Administrative Leave

A Resident will receive up to five (5) paid days (or up to ten (10) paid half days) each calendar year for job-related administrative purposes, for example, to be used to take required medical licensing boards (USMLE/COMLEX) or attend academic conferences, and/or fellowship interviews, in accordance with Residency Program policies and procedures. Unused administrative leave will not roll over to the following calendar or academic year and will not be paid out upon separation. Residents must provide as much advance notice as possible of the need to take administrative leave to their Residency Program director. The Residency Program director will evaluate and grant proper requests consistent with operational needs.

17.09 ACGME Compliance

If applicable law or ACGME rules require the University to offer leave in a manner that would be more generous to Residents than is currently provided in this Article, the University will comply with the law and/or ACGME rules.

17.10 Leave and Duration of Required Training

So long as the Resident is in good standing in the Residency Program and is meeting expected training competencies and milestones, the University will not require the Resident to make up any time away from training unless it is required or recommended by the ACGME or the applicable specialty boards. Any required additional training time will be completed in compliance with ACGME and/or the individual board requirements. Determinations regarding additional training and the timing of such training is at the sole discretion of the University. Any and all such determinations are considered outside the scope of this Agreement and, therefore, not subject to the grievance and arbitration provisions of this Agreement.

17.11 Leave Eligibility

Beginning January 1, 2025, Residents will be eligible for leave benefits provided for by this Agreement (e.g., up to seven (7) sick days for the 2025 calendar year, and up to twenty-one (21) paid vacation days for the 2024-2025 academic year).

ARTICLE 18 – MOONLIGHTING

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

Residents are not required to engage in moonlighting (internal or external). Moonlighting permissions and privileges may be revoked by the University in accordance with the policy. In the event that permission for moonlighting is revoked by the University, a written reason for the revocation will be provided to the Resident.

ARTICLE 19 – PROGRAM CLOSURE

19.01 In the event of a Residency Program closure or Residency Program reduction, the University will comply with ACGME requirements regarding termination or reduction of programs. The University will provide notice to the Union and affected Resident as soon as reasonably practicable in accordance with ACGME requirements.

19.02 In the event of notification of a loss of accreditation for any specialty or program, the University will comply with ACGME requirements concerning notification and Resident placement in other accredited program(s) for affected Residents.

ARTICLE 20 – FATIGUE MITIGATION

The University supports high quality Resident education and safe and effective patient care.

Excessive sleep loss, fatigue, and stress are serious matters that can compromise patient safety and physician well-being. The benefits outlined in this Article are to be used for fatigue only; not as a transportation benefit, for daily commute, car repairs, airport, dry cleaning, or any other reasons. The foregoing list is for illustrative purposes only and is not exhaustive.

In the event a Resident is too fatigued to drive home safely at the end of a shift, the Resident may, subject to the terms and conditions below and any applicable University policies:

1. Sleep in an available call room until able to drive safely; or
2. Utilize an available taxi voucher; or
3. Access an app based transportation service for transportation to their verified home address from a University rotation site. Utilization of any app-based transportation service will only be reimbursed up to the base level (e.g., Uber X or Lyft Standard).

Residents are not permitted to have the taxi or ride share service make personal stops for anything other than home drop off. If a Resident utilizes an available taxi voucher or accesses an app-based transportation service as outlined in this Section and the Resident has a vehicle at the originating rotation site, the Resident may then use the service for a return trip the next day from their verified home address to the originating site to pick up their vehicle.

The University will monitor fatigue mitigation usage and reserves the right to issue rules regarding transportation reimbursement including, but not limited to, the purposes for which it may be used, the documents required for reimbursement, and the timing of such reimbursement requests. The University will not reimburse Residents for untimely submissions. For reimbursement, Residents must provide a receipt as proof of traveling to a verifiable home address and return travel to the originating University rotation site and must do so within thirty (30) days of the trip. Reimbursements submitted late or for reasons other than fatigue will not be reimbursed. Use of this transportation reimbursement for any other purpose than described herein may result in discipline (including dismissal from the Residency Program) and an obligation of repayment by the Resident to the University. Residency Program directors will be notified if a Resident uses fatigue mitigation transportation more than two (2) times per month so that a determination can be made as to the cause of persistent fatigue and whether a schedule adjustment is necessary.

Residents who are having issues with fatigue, stress, or work/life balance should be aware of the services available through the University's Employee Assistance Program and the Resiliency and Wellbeing Center.

ARTICLE 21 – HOLIDAYS

21.01 The following are defined as Resident holidays

1. New Year's Day (January 1st)
2. Martin Luther King Day
3. Memorial Day
4. Juneteenth (June 19th)
5. Independence Day
6. Labor Day
7. Thanksgiving Day
8. Christmas Day

21.02 Holiday Definition

A holiday will commence at 12:00 AM (midnight) on the calendar date of the holiday and will continue for the twenty-four (24) hour consecutive period until 11:59 PM the day of the holiday.

21.03 Substitute Holiday

Residents will receive a substitute day off if they are required to work on any of the holidays listed above, up to four (4) substitute days off per academic year.

21.04 Notice and Other Requirements

Residents should follow the policies and procedures set forth in the Resident Manual and the respective departments regarding holidays and the scheduling of the substitute day off.

ARTICLE 22 – CHILDCARE

22.01 The University shall provide, through the University's selected partner, ten (10) back-up care days for childcare per calendar year, in the event that a Resident's normal childcare is unavailable, consistent with the provisions set forth in applicable Residency Program documents and policies.

ARTICLE 23 – EDUCATIONAL ALLOWANCE

23.01 Eligible Residents will receive a lump sum educational allowance of one thousand two hundred fifty dollars (\$1,250) per academic year, less applicable withholdings and deductions. In the first and last years of this Agreement, such stipend will be pro-rated. For academic year 2024-2025, eligible Residents will receive six hundred twenty five dollars (\$625), which represents a pro-rated allowance, payable within forty-five (45) days of Agreement ratification. For academic year 2028-2029, eligible Residents will receive six hundred twenty five dollars (\$625), which represents a pro-rated allowance, payable in the first pay period following July 1, 2028. For academic years 2025-2026, 2026-2027, and 2027-2028 eligible Residents will receive the full educational allowance in the first pay period following July 1 of the respective academic year.

23.02 The following are examples of activities and expenses this Educational Allowance is intended to support:

1. Annual education conference(s) including registration, travel, lodging, and food;
2. Textbooks and journals;
3. Exam review materials and courses;
4. Board fees;
5. Medical equipment;
6. Professional association membership and fees; and
7. Computer equipment and software.

ARTICLE 24 – LICENSE REIMBURSEMENT

24.01 License Reimbursement

A. General Eligibility

A Resident must meet the following requirements to be eligible for reimbursement under this Article:

1. The Resident must be actively employed by the University and appointed through the GME office in a Residency Program for the relevant academic year;
2. The license subject to reimbursement must be required by the Residency Program; and
3. The Resident must have an active appointment on the date payment was made to the Medical Board of the District of Columbia or Federation of State Medical Boards.

24.02 Medical License

A. New License

Effective upon the date of ratification, the University will reimburse Residents for medical training licenses required for the Resident to work at any Participating Site, including licenses required for the District of Columbia, Virginia, and Maryland if applicable in accordance with the University's Resident Licensure Policy. Only those fees outlined by the University's Resident Licensure Policy and paid directly to the medical boards of the District of Columbia, Virginia, and Maryland for licensure are reimbursable. The following licensing expenses that are incurred in connection with applying for the required license are eligible for reimbursement under this Article: notary, Live Scan fingerprinting, photography services, and transcript services.

B. Renewal of License

Residents will be eligible for reimbursement for renewals in accordance with the University's Resident Licensure Policy.

C. Limitations on Reimbursement

If a Resident elects to moonlight, and as a result of the moonlighting, is required to possess a higher level of license (e.g., a full license), than is required by the Residency Program, then the University will only reimburse the Resident for the cost of the required license, not the full license.

D. USMLE STEP III/COMLEX Level III

1. To be eligible for reimbursement for USMLE Step III/COMLEX Level III exam fees, the examination date must occur within the academic year in which reimbursement is sought, and Residents must complete and successfully pass the USMLE Step III/COMLEX Level III exam prior to the end of January in their PGY 2 year.
2. Residents are only eligible to receive reimbursement once during the term of their employment.
3. Reimbursement is only for fees paid directly to the Federation of State Medical Boards for Step III/COMLEX Level III.

E. Other Reimbursements

The University will also provide reimbursement for all required BLS, ACLS, ATLS, PALS, and similar certifications while the Resident is actively employed by the University, remains actively enrolled in an ACGME program, and the course is required by the Residency Program.

Reimbursement is not permitted for licenses and certifications required for moonlighting. To the extent that a Resident chooses to obtain a full medical license rather than a training license, the University will only reimburse up to the amount required by the Residency Program.

ARTICLE 25 – RESIDENT WELLBEING [TA 7/16/24]

25.01 General Provisions

GW will provide information about Resident wellbeing resources at orientation and/or in onboarding materials.

Issues related to Resident Wellbeing may be raised during LMC meetings.

25.02 Wellbeing Committee

A committee on Resident Wellbeing will be established to serve as an advisory body to the Associate Dean of GME, or that individual's designee, on wellbeing policies, initiatives, and burnout prevention.

A. The Resident Wellbeing Committee will consist of no fewer than five (5) Resident members.

B. The Resident Wellbeing Committee will develop recommendations in the area of Resident wellbeing and present such recommendations and the projected cost of such recommendations to the Associate Dean of GME or that individual's designee. Proposals will be reviewed and evaluated by the Designated Institutional Office and GME office or their designees. Any initiatives must be compliant with University policies, procedures, and guidelines. The Resident Wellbeing Committee may present proposed initiatives once every four (4) months. The University will review the proposed initiatives and provide its response.

C. The University will provide the Resident Wellbeing Committee with a budget of ten thousand dollars (\$10,000) in each academic year for approved initiatives during the term of this Agreement. Any proposed initiatives must be approved by the University prior to the disbursement of funds under this Article. Any unused funds at the end of each academic year will carry over into the next academic year.

ARTICLE 26 – UNIFORMS

26.01 White Coats

So long as the Resident remains in compliance with George Washington Hospital (“GW Hospital”), Participating Site, and University dress code and scrub policies, each Resident will be provided with two (2) new non-embroidered long white physician coats in the size indicated by the Resident at the time of enrollment and will launder such coats.

26.02 Scrubs

Participating Sites may have policies and procedures in place regarding the provision of scrubs. Residents who work in procedural areas shall have access to clean scrubs in various sizes. Residents who work at GW Hospital in procedure areas shall, so long as the Resident remains in compliance with GW Hospital's Dress Code and Scrub Policy, receive credit for three (3) sets of scrubs in the size indicated by the Resident at the time of enrollment. Such scrubs will be replenished upon their return to the designed scrub machine.

ARTICLE 27 – MEAL ALLOWANCE BENEFITS

27.01 Meal Allowance

Residents who rotate at GW Hospital will receive a meal stipend of one hundred and thirty-seven dollars and fifty cents (\$137.50) per month (capped at thirty dollars (\$30) per purchase) while rotating at GW Hospital, up to a maximum of one thousand and six hundred forty-four dollars (\$1,644) for Residents who rotate through GW Hospital for a full twelve (12)-month period. Funds shall be placed on the Resident's hospital identification card based upon Residency Program and PGY level. Funds do not carry over to the next year.

27.02 Healthy Meals

The University will inform Participating Sites of the importance of access to proper meals for Residents while working at the respective Participating Site.

27.03 Coffee, Snacks

The University will inform Participating Sites that provide lounge access to Residents of its desire that such sites provide coffee and healthy snacks for Residents.

ARTICLE 28 – PARKING AND TRANSPORTATION

During the term of this Agreement, Residents will receive free parking on the University's campus for one (1) vehicle. Residents must follow policies in effect from time to time regarding the registration of vehicles and other administrative matters related to obtaining access to free parking. Residents should refer to the Resident Manual for additional details regarding rotation site parking. The Union acknowledges that the University does not control parking at Participating Sites. In the event that a Participating Site begins to charge Residents for parking during this Agreement, the University agrees to meet and confer regarding potential reimbursement or alternate options with the Union following the change. The University also agrees to reimburse Residents who are assigned to the Medical Examiner's Office for the cost of parking up to twenty-five dollars (\$25) per day on days where the Resident is required to work from the Medical Examiner's Office.

ARTICLE 29 – HEALTH BENEFITS

29.01 Health Benefits

Residents paid by the University will have the opportunity to participate in the University's faculty and staff benefits plan according to the terms and conditions of such plan documents and summary plan descriptions as are in effect from time to time, which are hereby incorporated into this Agreement. These benefit plans include access to health insurance, dental insurance, vision insurance, flexible spending accounts, life insurance, accidental death and dismemberment insurance, and disability insurance. Residents will be eligible to participate in the same benefits and coverage options as those offered to other University employees, in accordance with the applicable plan documents. The University may change, eliminate, or otherwise modify the foregoing benefits for Residents as it changes them generally for other University employees, and the Union acknowledges and agrees that the University has the right to do so, in its sole discretion. The University will make a good faith effort to provide the Union with advance notice of any such changes and, upon request of the Union, agrees to meet and discuss the planned changes.

Residents may choose to waive coverage in accordance with the terms of the applicable benefits plan.

29.02 Employee Assistance Program

The University will provide each Resident covered by this Agreement with access to the University's Employee Assistance Program, subject to the terms and conditions of applicable

Residency Program documents and requirements. All records of treatment will be kept in accordance with applicable law, including laws related to the privacy of such records.

ARTICLE 30 – EXTRANEIOUS DUTIES

30.01 Extraneous Duties

Consistent with ACGME requirements, the University will monitor the Residency Program and make a good faith effort to minimize Resident work that is extraneous to their ACGME-accredited program(s)' educational goals and objectives, and to ensure that Residents' educational experience is not compromised by excessive reliance on Residents to fulfill non-physician service obligations. The University will comply with any regulatory changes to these requirements.

30.02 Arbitrability

The Union must raise alleged violations of this Article through the LMC. Alleged violations may be addressed by the LMC or GW. Alleged violations of this Article that are not successfully resolved by the LMC may only be grieved through Step 2 of the Grievance procedures under this Agreement, and shall not be eligible for arbitration under this Agreement. The timeline for filing a grievance will begin after the LMC meeting in which the issue of the violation of Section 30.01 has taken place, unless the parties agree to a different time limit.

ARTICLE 31 – POLICIES AND PROCEDURES

The Parties agree that the University's existing policies, rules, and procedures that are applicable to Residents under this Agreement, including, but not limited to, the University manuals and any applicable handbooks or policies, shall continue in full force and effect, including the University's right to modify such policies and procedures. To the extent the University makes changes to any policies or procedures within the scope of representation and not excluded by Article 11 (Management and Academic Rights), it will make a good faith effort to provide the Union with advance notice of such changes, and upon request of the Union, the University agrees to meet and discuss the planned changes.

The Union acknowledges and agrees that any policies, rules, or procedures on matters or topics reserved to the University in Article 11 - Management and Academic Rights and that apply to or impact Residents are outside the scope of, and not subject to this Agreement, and the Union expressly waives its right to bargain over any such policies, rules or procedures.

In the event of a conflict between the University's policies that pertain to Residents on matters within the scope of this Agreement, the terms of this Agreement shall govern.

Resident contracts will be issued once per academic year.

ARTICLE 32 – RETIREMENT

Residents paid by the University will have the opportunity to participate in the University's faculty and staff retirement plan according to the terms and conditions of such plan documents and summary plan descriptions as are in effect from time to time, which are hereby incorporated into

this Agreement. Residents will be eligible to participate in the same retirement options as those offered to other University employees, in accordance with the applicable plan documents. The University may change, eliminate, or otherwise modify the foregoing benefits for Residents as it changes them generally for other University employees, and the Union acknowledges and agrees that the University has the right to do so, in its sole discretion. The University will make a good faith effort to provide the Union with advance notice of any such changes, and upon request of the Union, the University will meet and discuss the planned changes.

ARTICLE 33 – SALARY

33.01 Determination of Salary

The appointment of a Resident will be based on the Resident’s appropriate PGY. A Resident’s PGY is determined by Residency Program leadership, in consultation with the GME office, as follows:

1. Residents will be paid at the PGY level as determined by the Residency Program and recognized by the specialty board for the training program.
2. Residents who are completing a Residency Program-required research year will be advanced one (1) level on the PGY salary scale for each year of required research.
3. Pay will increase when the Residency Program-designated PGY level increases. The highest PGY level available for advancement is PGY 8.
4. The University retains the sole and exclusive right to determine a Resident’s advancement to the next PGY level in accordance with ACGME guidelines and the provisions of this Article. PGY advancement determinations are outside of the scope of this Agreement.

33.02 Current Salary

RESIDENT SALARY SCALE EFFECTIVE 1/1/2025

RESIDENTS IN ALL DEPARTMENTS

<u>PGY Level</u>	<u>New Scale – 1/1/25</u>
<u>PGY 1</u>	\$70,625.76
<u>PGY 2</u>	\$73,126.77
<u>PGY 3</u>	\$76,845.08
<u>PGY 4</u>	\$79,943.67
<u>PGY 5</u>	\$83,639.85
<u>PGY 6</u>	\$86,871.24
<u>PGY 7</u>	\$89,438.64
<u>PGY 8</u>	\$92,116.71

33.03 Salary Increases

1. The parties acknowledge there will be a forty-five (45) day window for the administrative processing of the January 1, 2025 salary increase.

2. Effective July 1, 2025, salaries will be increased by three percent (3%).
3. Effective January 1, 2026, salaries will be increased by three percent (3%).
4. Effective January 1, 2027, salaries will be increased by three percent (3%).
5. Effective January 1, 2028, salaries will be increased by three percent (3%).
6. Chief Residents will receive a one (1)-time one thousand and seven hundred fifty dollar (\$1,750) stipend paid in a lump sum for their year of service.

33.04 Annual Stipend

The University will provide all Residents a one thousand dollar (\$1,000) annual stipend for the duration of the Agreement payable in the pay period following July 1 of each contract year beginning July 1, 2026.

33.05 Resident Wellbeing Support

In recognition of the unique role of Residents, the University will provide each Resident a one (1)-time four thousand dollar (\$4,000) stipend, paid in lump sum, to support Resident wellbeing. This stipend shall be subject to applicable withholdings and will be paid in the first payroll period following thirty (30) days after Agreement ratification.

ARTICLE 34 – COMPLETE AGREEMENT

34.01 Complete Agreement

Both parties had the opportunity during negotiations to make proposals with respect to any subject matter not prohibited from bargaining by law. This Agreement sets forth the full and entire understanding of the parties regarding the matters contained herein. The University and the Union agree for the term of this Agreement that each voluntarily and unequivocally waives the right and shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement.

No provision or term of this Agreement may be amended, modified, changed, altered, or waived except by written agreement between the parties hereto.

34.02 Additional Benefits

The parties acknowledge that the individual Residency Programs provide varied benefits to residents, some of which may fall within the scope of representation and some that do not. Such benefits are not guaranteed by this Agreement. The University may change benefits that are outside the scope of representation and/or vested in, or reserved to, the University in Article 11 (Management and Academic Rights) in its sole discretion, and the Union has unequivocally waived its right to bargain over such matters. For benefits that fall outside the Agreement, including the scope of the rights reserved under Article 11 (Management and Academic Rights), and which would otherwise be within the scope of negotiations under the National Labor Relations

Board, the University may change such benefits after providing notice to the Union. Upon request by the Union, the University shall meet and confer over the effects of such a decision.

ARTICLE 35 – DURATION OF AGREEMENT [TA 12/16/24]

35.01 Duration


The terms and conditions of this Agreement shall remain in full force and effect commencing January 1, 2025, and will continue in effect up to and including December 31, 2028.

35.02 Execution

The foregoing agreement between the Union and the University, having been duly approved by both parties, is hereby executed by the undersigned authorized representative(s) of each party.

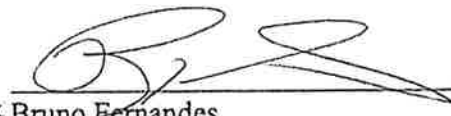
SIGNED:

CIR SEIU Local 1957


 2-6-2025

Susan Naranjo
Executive Director


The George Washington University

 02/07/2025

Bruno Fernandes
Executive Vice President, Chief Financial
Officer and Treasurer

 2-4-25

Allen Mayne
Deputy Director of Strategic Campaigns

 02/07/2025

Barbara Bass
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Dean, School of Medicine and Health
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