



# **Collective Bargaining Agreement**

Between

**Greater Lawrence Family Health Center**

and the

**Committee of Interns and  
Residents/SEIU**

**July 1<sup>st</sup>, 2023 – June 30<sup>th</sup>, 2026**

**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 37,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California, New Mexico, Illinois, Vermont, Pennsylvania, Washington. 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 Greater Lawrence Family Health Center, provides for salaries, leave time, a due process procedure in disciplinary cases, a grievance procedure, and other issues of concern to Housestaff.

**Know your rights and benefits – read your CIR contract!**

**Committee of Interns and Residents/SEIU**

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Between

Greater Lawrence Family Health Center

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Committee of Interns and Residents/SEIU

January 1, 2023 - June 30, 2026

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Any review shall take place within five (5) business days of receipt of the request. 18

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1. Each Resident, prior to their employment at the Health Center, shall receive a written contract consistent with the provisions herein, the ACGME standards, and the curriculum. In the event the Health Center, for reasons beyond its control, cannot meet its obligations above, it shall immediately notify the individual Resident and CIR and attempt to make arrangements to provide a satisfactory substitute elective and/or rotation. 21

2. The Health Center will provide CIR/SEIU the current individual contract form used by the Health Center, and if changed, a copy of any such changes. 21

3. The Health Center will notify Residents in writing no less than five and one-half (5 ½) months prior to the end of their annual contract year if their contract is being renewed. This notification date may be extended as reasonably necessary by the Progra where the Resident has taken a leave of absence for more than thirty (30) days. 21

Offers of reappointment may be withdrawn if the Resident's subsequent performance is substandard, provided the Health Center has exhausted the procedures outlined in Article \_\_\_\_\_, Discipline and Grievance Procedure. 21

If, during the academic year in which the offer of appointment is made, a Resident is terminated for just cause, the offer of appointment shall be void and of no force and effect. 21

4. If the Health Center anticipates that it may non-renew a Resident, a conditional non-renewal will be given at six and one-half (6 ½) months prior to the end of their annual contract year. When the Health Center needs more time to decide whether to renew specific Resident, the Resident may be given a "conditional non-renewal" as below. The Resident will be notified of such conditional non-renewal, in writing, by the dates specified in Section 3 of this Article above. The conditional non-renewal will specify what aspects of the individual Resident's abilities must improve in order for their services to be renewed. Offers of reappointment may be withdrawn if the Resident's subsequent performance is substandard, provided the Health Center has exhausted the procedures outlined in Article \_\_\_\_\_, Discipline and Grievance Procedure. 21

5. No Individual waiver by a Resident of their rights under this Agreement shall be effective unless consented to in writing by the CIR/SEIU. 21

6. Recommendations of non-renewal shall be in writing and shall set forth the reasons for such non-renewal. 21

7. Each Resident at the Health Center shall be paid by the Health Center and the terms and conditions of their employment shall be governed by this Agreement. 22

8. Residents shall have the right to appeal non-renewal decisions pursuant to the procedures described in Article [ ] (Discipline Procedure). 22

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## **Proposal #1**

### Article [ ] – Recognition

1. Greater Lawrence Family Health Center (“Employer” or the “Health Center”) recognizes the Committee of Interns and Residents (“CIR/SEIU”, or “Union”) as the exclusive bargaining representative for all interns, residents, and chief residents (“Residents”) employed by the Greater Lawrence Family Health Center residency program, excluding all other employees.

Proposal #2

*Article [ ] - Dues and Union Security*

1. It shall be a condition of employment that all Residents covered by this Agreement shall on or by the 31st day following the effective date of this Agreement, become and remain members in good standing of the Union. It being understood that membership in good standing on the part of a Resident shall mean the payment of periodic dues uniformly required as a condition of membership, or pay a fair share fee to the Union to cover the Resident's fair share of expenditures made by the Union for matters that are germane to collective bargaining. It shall also be a condition of employment that all Residents covered by this Agreement and hired on or after its effective date or the execution thereof, whichever may be later, shall on or after the 31st day following the beginning of such employment become and remain members in good standing of the Union or pay an agency fee to the Union.
2. It being understood that membership in good standing on the part of a Resident shall mean the payment of periodic dues uniformly required as a condition of membership, or pay a fair share fee to the Union to cover the Resident's fair share of expenditures made by the Union for matters that are germane to collective bargaining.

CIR/SEIU will provide the Employer verification that dues and fee deductions have been authorized by employees. Employees may express such authorization by submitting to CIR/SEIU a written membership application form, or by submitting to CIR/SEIU an online deduction authorization.

3. It is specifically agreed that the Employer 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 Employer harmless, including any attorneys fees, for any claims, judgments, actions or proceedings made by any Resident 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.
4. CIR/SEIU shall have the exclusive right to the check off and transmittal of dues on behalf of each employee in the unit, said dues to be checked off weekly from the paycheck of each Resident, pursuant to the directive of CIR/SEIU, in such amounts as CIR/SEIU shall establish. The Health Center agrees to forward said dues and agency fees electronically to CIR/SEIU by the 20th day of the month after they are collected.
5. If during the life of this contract there are any changes to the law, which in any way affect dues deduction, the employer will work collaboratively with the Union to implement alternative dues deduction methods.

6. On June 1st, the employer will provide a list by name, payment, title code, amount of dues deducted, and any changes to the list from the previous academic year. The Health Center will update the Union if the list changes at any point during the academic year.

### **Proposal #3**

#### **Article [ ] - PAC / COPE Checkoff**

1. The Health Center agrees that upon written authorization from a Resident on a form agreed upon by the Employer and CIR/SEIU, the Employer will deduct from each Resident's pay funds for the SEIU COPE Fund.
2. The parties acknowledge and agree that the term "written authorization" includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law.
3. It is specifically agreed to that the Employer 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 Employer harmless for any claims, judgments, actions or proceedings made by any Resident 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.

## **Proposal #4**

### Article [ ] – Labor/Management Meetings

In the interest of fostering sound labor relations, CIR/SEIU and the Health Center will form a Labor-Management Committee made up of Residents, CIR/SEIU Representatives, and Management Representatives. The Labor-Management Committee shall meet monthly at the request of either party to review and discuss the administration or interpretation of this Agreement in a joint effort to resolve issues. The parties agree that Labor-Management meetings are not a substitute for collective bargaining.

## **Proposal #5**

### ***Article [ ] - Health and Safety***

1. The Health Center will make every effort to provide a healthy and safe work environment for the Residents and comply with state and federal health and safety laws. To achieve these goals the residents will be:
  - a. Integrated into the Health Center's infection control program. The literature, seminars, and other educational tools prepared by this program, when appropriate for the Residents, shall be made available to them. The protocols and training for blood borne pathogens, developed by the infection control program, shall be provided for the Residents.
  - b. Personal protection equipment that consists of masks, gloves, gowns, goggles and other appropriate equipment as needed shall be available for each Resident.
- ~~2.~~—The Health Center will make every effort to provide a safe environment for all Residents and their personal property while on duty.
3. The Health Center will grant reasonable accommodation requests, including those related to radiation and chemicals.

## **Proposal #6**

### ***Article [] - Union Access***

1. With advanced notice and approval, authorized representatives of the Union shall have access to the Employer's premises, including assigned worksites, provided such access does not interfere with operations or patient care. Approval will not be unreasonably denied.
2. Upon request from authorized representatives of the Union (members and/or CIR/SEIU staff), the Employer will provide space in its facilities for the Union to hold meetings, subject to the Health Center's operational availability.
3. In order to foster good communications among represented employees, the Employer shall allow the Union to send notices via e-mail. The Employer will, within five (5) business days from the receipt of a request, provide the Union with a list of all email addresses for Residents that currently have Health Center email accounts.

## Proposal #7

### Article [ ] - Orientation Access and Member Lists

1. The Health Center shall ensure that CIR/SEIU is allotted a reasonable amount of time (no less than 60 minutes) at all GME orientation sessions in order to disseminate information concerning CIR/SEIU and its benefit to new Residents.
2. Each year, the Health Center shall provide to CIR a list by department of all new interns, residents and fellows by June 1. The list shall include designation by post graduate years, current mailing address, cell phone number, and email addresses.

CIR/SEIU will not use the incoming member lists to communicate items that are derogatory of any of the Employer or hospital employees.

3. By July 1 each year, and throughout the academic year, by request of the union, the Health Center shall forward to CIR/SEIU a complete list of Residents in the bargaining unit, compiled from the Health Center's records, which list shall include designation by post graduate years, home or mailing address, telephone number, personal email addresses and work email addresses.

By July 1, the Health Center shall provide to CIR a list by department of all graduating (or otherwise terminated) interns, residents and fellows. The list will be provided in an agreed-upon format and transmitted electronically.

- a.
- b.

## **Proposal #8**

### ***Article [ ] – Malpractice Insurance***

1. GLFHC shall provide the Residents with medical malpractice coverage under the Federal Tort Claim Act (FTCA) covering all employed resident physicians, ~~with limits of not less than \$1,000,000 for each claim and \$3,000,000 as an aggregate annual limit covering all professional services~~ rendered to GLFHC patients within the scope of employment while employed as a resident at the Health Center. Each Resident shall be protected by coverage provided for in this Article for all professional services rendered while employed in GLFHC's residency program regardless of whether the Resident is still employed by the Health Center at the time a claim or lawsuit is made, filed or served and provided that such Resident acted within the scope of their duties as an employee of the Health Center.
2. The Health Center has purchased a gap policy to provide professional liability coverage when a claim under FTCA is denied. The limits are \$1,000,000 for each claim and \$3,000,000 as an aggregate annually and covers legal defense costs, settlements, judgments or awards from lawsuits arising out of all professional services rendered while employed as a resident at GLFHC at the Health Center or any Affiliated Institution. This policy also shall cover any and all claims arising from a resident's rendering of professional services while employed by the Health Center at any residency host site at all times during and after a resident's employment with the Health Center ends.
3. Work for employers outside of GLFHC residency program service area: Unless previously approved by the Health Center, each Resident is responsible for obtaining appropriate alternative malpractice coverage when performing professional duties outside the GLFHC residency program.

At the beginning of each program year, the Health Center shall provide the Union, with a copy of the supplemental commercial professional liability insurance policy coverage afforded the Residents by the Health Center and any summary of plan coverage available from the insurance company or broker utilized by the Health Center. The Health Center shall notify the Union in writing of any prospective change in professional liability insurance policy coverage at least thirty days prior to such change.

## **Proposal #9**

### ***Article [ ] - Non-Discrimination***

1. Consistent with the provisions of applicable state and federal law and Health Center policies, the Employer and CIR shall not discriminate against or harass any Resident on the basis of race, color, religion, marital status, national origin (including citizenship), ancestry, sex (including pregnancy and childbirth, including medical conditions related to pregnancy, childbirth, and/or breastfeeding), sexual orientation, gender/gender identity or expression, physical or mental disability, genetic information, service in the uniformed services, status as a covered veteran, age, or union activity/affiliation.

The Parties are 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.

2. Fair and Respectful Treatment - The Employer and the Union recognize that fair and respectful treatment of Residents promotes a work environment and organizational culture in support of the values of the Graduate Medical Education training program.

## **Proposal #10**

### ***Article [ ] - Employment Security***

1. GLFHC will comply with ACGME requirements concerning limitations or termination of programs. In accordance with ACGME Policies and Procedures – 25.00 ACGME Plan to Address a Disaster that Significantly Alters the Residency, the CEO of GLFHC, or their designee, will inform the GMEC, the DIO, the Residents and CIR/SEIU in a timely manner in the event a decision is made to reduce the size of or close the residency program, to close GLFHC, or regarding non-accreditation or probation or similar change in the professional status of the training program.
2. GLFHC will allow Residents already in the program to complete their education in the event of a program closure, except in the event of the significant depletion of the resources necessary to remain an accredited program. In such instances, GLFHC will give high priority to assist the residents in enrolling in another ACGME-accredited program(s) in which they can continue their education. Such assistance will include honest and forthright letters of reference, residency position search assistance, release time for interviews whenever possible, and cooperation with other programs in the creation of “graft-on” positions. For Residents continuing in the program for which accreditation is lost, the Department and Health Center will maintain levels of training; and continue to provide rotations required for certification. In the event of termination, transfer, or reduction in size of the residency program, the Health Center agrees to provide employees a reasonable amount of time off without loss of pay, not to exceed five days, to facilitate transition to a new residency program whenever possible provided that it does not disqualify a resident from receiving credit. Said time off shall be requested in writing by the employee and shall be scheduled in accordance with the Employer’s operating needs.

## Proposal #11

### Article [ ] - Evaluations and Access to Files

The Health Center will comply with M.G.L. c. 149 s. 52C with regard to evaluations and all other materials comprising personnel files access to files defined by the Act.

1. All Residents are expected to complete evaluations as sent to them via a residency software (e.g. New Innovations), by the designated deadline, which shall be no greater than four weeks after the completion of a rotation. This is tracked in the Residency Dashboard monthly and reported to the Resident's advisor and Residency Leadership.

#### Evaluations of Residents

2. All residents will complete a Self-Evaluation using all the ACGME Sub-Competencies at the start of residency (during a Family Medicine Intern Month didactic on the ACGME Milestone System) and identify areas to focus their learning and improvement over the next six months. Self-Evaluations are repeated twice per year prior to Residents' Clinical Competency Committee (CCC) Review.
3. The parties agree that timely evaluation is essential to quality training. Evaluations are encouraged to be completed within three weeks of the end of a rotation. The evaluation must be provided to the Resident within 10 days of completion. All written evaluations will be stored in the Resident's academic file, which is separate from the Resident's Personnel files. Regardless of where the academic and personnel files are stored institutionally, it is understood by both parties that Massachusetts law governing personnel files pertains to both academic and personnel files. If a Resident disputes any portion of their evaluation, they may provide a written response, which will be filed with the evaluation in their academic file.

#### Learning Plans

4. A formal learning plan is a non-disciplinary and non-punitive educational tool to assist the resident in meeting performance standards and developing professionally. There are two pathways towards items appearing on a learning plan: self-directed and corrective guidance. Self-directed items on a learning plan are professional development goals identified by the Resident. These items are not to be used as the basis for Letters of Concern, Remediation or Probation. Corrective guidance items are areas for improvement identified through evaluations and input from the Resident's advisor and the CCC. Items that both the Resident and the CCC identify as areas of improvement will be designated as items to be considered corrective guidance. The Health Center will inform a Resident in a timely fashion if their performance is substandard and will make clear (verbally and in writing) which specific aspects of the Resident's

performance are in need of improvement. The Health Center will establish a reasonable plan with specific, measurable, and objective goals and outline tools and supervision that will be provided to meet those goals. Learning plans must include input from the Resident and may include the assignment of a mentor. Residents will have an opportunity to meet with a member of the Clinical Competency Committee prior to their Formal Learning Plan being finalized. The final plan must be acknowledged and signed by the Resident and the supervising member of the Clinical Competency Committee (CCC). In the event that a Resident feels that items on a Learning Plan are being implemented unfairly, they may raise an objection through an email or written letter to the Program Director and Chief Medical Officer. A copy of this letter will be placed in the Resident's academic file. The Health Center will stay consistent with ACGME requirements.

### Letter of Concern

5. The Program Director may issue a letter of concern if the resident fails to demonstrate improvement on the Formal Learning Plan or when the deficiencies are so significant that a structured learning plan is skipped. A letter of concern expresses concern that if progress is not made towards achieving a competency, there may be progression to formal remediation status. The Letter of Concern will outline specific steps needed and a timeline by which the Resident must meet the competency before Remediation and Probation are implemented. In the event that a Resident feels that a Letter of Concern has been issued unfairly, they may raise an objection through a written letter to the Program Director and Chief Medical Officer. A copy of this letter will be placed in the Resident's academic file.

### Remediation and Probation

6. The Residency Director shall assign the responsibility for reviewing the progress of a resident under formal remediation to the Clinical Competency Committee (CCC). The CCC shall periodically review the resident's progress on the deficiencies noted in the evaluations leading to the designation of remediation status. The CCC at the direction of the Residency Director shall report back any improvements, declines, or failures to perform in accordance with the guidelines set out in the terms of the remediation status.
7. Components of formal remediation:
  - a. Document the need for remediation and inform the resident in writing.
  - b. Provide the resident with program and institutional grievance and due process policies.
  - c. Determine length of time of remediation: decided by the program director and the CCC.
  - d. Create a correction plan with expected outcomes.

- e. Include a timeframe for reassessment and the consequences of not meeting the expected outcome within the time frame.

### Probation

8. Probation is started when a resident fails to correct previously noted deficiencies. Lawrence Family Medicine Residency may decide to place a resident in immediate probation if identified deficiencies are severe enough in nature.
  - a. Periods of probation are definite.
  - b. The same points listed in formal remediation need to be followed: dates, target outcome, consequences of not meeting the requirements and documentation.
  - c. If the resident does not meet the requirements outlined in the letter of probation, the program may choose non-renewal of contract, or termination.

### Evaluations of Faculty

9. All Residents will evaluate rounding faculty at the end of each rotation using a form in NI. Residents will also evaluate five to seven precepting faculty per quarter using an NI form. Didactic evaluations are given to faculty within three months of the didactic. All NI evaluations are anonymous to faculty and residency administration. All evaluations are combined with the faculty member's personal faculty development plan, self-evaluation, and objective data (e.g., evaluation completion rates) and feedback is provided by the Program Director for core faculty and the Associate Program Director or team leader for community faculty. If Residents have urgent concerns about the clinical proficiency of faculty members or concerns about a faculty member's behavior, they should report those concerns in writing to the Program Director. Residents have the right to evaluate all preceptors without retribution.

### Evaluations of the Program

10. Residents and faculty evaluate all block rotations using an NI form at the end of the rotation. All longitudinal outpatient experiences are evaluated quarterly by residents using a comprehensive NI form for the experiences completed that quarter. In addition, each major curricular area is reviewed every 12-18 months in the Program Evaluation Committee. Residents provide qualitative feedback in a group setting during Resident Business Meeting (RBM) that is collected by the Chief Residents and reported during the PEC meeting. The PEC reviews the written evaluations in NI, the Resident qualitative feedback, graduate exit interview comments, alumni surveys (when available), and other objective data (e.g., ITE scores, patient encounters, QI measures). The PEC makes recommendations for improvement that are then reviewed either at a follow up Quarterly Meeting or at the next review. The entire residency program is reviewed annually at the Annual Program Review.

11. The Annual Program Review starts with a qualitative survey of all residents and faculty to identify areas of excellence, areas for improvement, and specific recommendations for change/improvement to the program. These results along with summary presentations of the “State of the Program” are presented during a meeting of all residents and faculty which ends with a discussion on areas for improvement and a group voting process to identify the top three areas for improvement in the program over the next year. Progress in these areas are updated during the PEC Quarterly review meetings. Residents have the right to evaluate the program without retribution.

Personnel File

12. A Resident may review any material in their personnel file upon a request to Human Resources, in accordance with the Health Center’s Personnel Record Policy and M.G.L. c. 149 Section 52C. This review shall take place during business hours in the presence of an employee designated by the Health Center. Any review shall take place within five (5) business days of receipt of the request.

Residents may also review any material in their academic file including any items that may not appear on the Health Center’s online platform in accordance with M.G. L. c 149 Section 52C. Any review shall take place within five (5) business days of receipt of the request.

## **Proposal #12**

### Article [ ] – Successorship

This Agreement shall remain in effect and shall be binding upon all successors and assigns of the Health Center; and the Health Center will make such term a condition of any sale, merger, transfer, or similar transaction.

## **Proposal # 13**

### ***Article [ ] - Representation on Committees***

1. GLFHC encourages Residents to participate in the various existing medical and other committees and mechanisms open to them, including those relating to the health and safety of employees of the Health Center and employees and patients of its affiliated clinical facilities. The Health Center will publicize those various committees and health/safety resources. The Health Center shall work with the Union to coordinate opportunities for Residents to participate on such committees and said participating Residents shall be released from regular work assignments to attend committee meetings to the extent practicable.
2. The contract language in this section pertains to this section of the contract. Should the employer make plans for the remodeling, rebuilding or renovating Resident specific areas controlled by GLFHC, a Resident will participate on whatever committee(s) the employer convenes to ensure that the residents' needs and interests are considered. Resident representation on this committee does not preclude the Union from initiating impact bargaining around changes in working conditions.

## Proposal #14

### Article [ ] - Individual Contracts

1. Each Resident, prior to their employment at the Health Center, shall receive a written contract consistent with the provisions herein, the ACGME standards, and the curriculum. In the event the Health Center, for reasons beyond its control, cannot meet its obligations above, it shall immediately notify the individual Resident and CIR and attempt to make arrangements to provide a satisfactory substitute elective and/or rotation.
2. The Health Center will provide CIR/SEIU the current individual contract form used by the Health Center, and if changed, a copy of any such changes.
3. The Health Center will notify Residents in writing no less than five and one-half (5 ½) months prior to the end of their annual contract year if their contract is being renewed. This notification date may be extended as reasonably necessary by the Program where the Resident has taken a leave of absence for more than thirty (30) days.

Offers of reappointment may be withdrawn if the Resident's subsequent performance is substandard, provided the Health Center has exhausted the procedures outlined in Article \_\_\_\_\_, Discipline and Grievance Procedure.

If, during the academic year in which the offer of appointment is made, a Resident is terminated for just cause, the offer of appointment shall be void and of no force and effect.

4. If the Health Center anticipates that it may non-renew a Resident, a conditional non-renewal will be given at six and one-half (6 ½) months prior to the end of their annual contract year. When the Health Center needs more time to decide whether to renew a specific Resident, the Resident may be given a "conditional non-renewal" as below. The Resident will be notified of such conditional non-renewal, in writing, by the dates specified in Section 3 of this Article above. The conditional non-renewal will specify what aspects of the individual Resident's abilities must improve in order for their services to be renewed. Offers of reappointment may be withdrawn if the Resident's subsequent performance is substandard, provided the Health Center has exhausted the procedures outlined in Article \_\_\_\_\_, Discipline and Grievance Procedure.
5. No Individual waiver by a Resident of their rights under this Agreement shall be effective unless consented to in writing by the CIR/SEIU.
6. Recommendations of non-renewal shall be in writing and shall set forth the reasons for such non-renewal.

7. Each Resident at the Health Center shall be paid by the Health Center and the terms and conditions of their employment shall be governed by this Agreement.
8. Residents shall have the right to appeal non-renewal decisions pursuant to the procedures described in Article [ ] (Discipline Procedure).

Proposal # 15

Article [ ] - Discipline and Grievance Procedure

1. Definitions and General Provisions

- a. Grievance: A claim by a Resident, a group of Residents, or the Union, that the Employer has violated a specific provision of the Agreement during the term of this Agreement subject to the limitations set forth in subparagraph c below.
- b. For purposes of this Article, “Disciplinary Action” means, verbal or written warnings, suspension, non-renewal, and/or termination of employment.
- c. Decisions or judgments by the Health Center including Disciplinary Actions, related to all academic or clinical matters, shall not be subject to review under the grievance and arbitration procedure set forth in this Agreement. Failure to provide timely notice of non-renewal as per Article [ ] is subject to the grievance procedure. Academic and/or Clinical decisions and academic and/or administrative actions shall only be subject to review as provided under the Due Process/Academic Difficulty Policy and the Resident may only have a Union representative at the hearing.
- d. “Academic or clinical matters” are defined as those that relate to whether the Resident has developed the competency-based “Family Medicine Milestones” that have been set forth in the ACGME guidelines.
- e. Before a grievance related to a Disciplinary Action can be filed under this Article, the Resident must first exhaust any complaint or review processes available to them under the Health Center’s Due Process/Academic Difficulty Policy, as may be amended from time to time. Conclusion of that complaint or review process shall initiate the timeline described below for filing a grievance under this Article. Grievances filed per this provision shall be expedited and filed at Step 2.
- f. For purposes of this Article, “business days” shall be defined as follows: Monday through Friday, excluding weekends and recognized employer holidays.

2. Grievance Steps

- a. Grievances may be brought by CIR/SEIU on behalf of an individual Resident or a group of Residents, and shall be undertaken as follows:
  - i. First Step: The Union shall present the grievance in writing with the Program Director or Administrator, or their designated

representative. Grievances must be presented within seven (7) business days after the Resident(s) knew of the alleged violation leading to the grievance. The Program Director or Administrator, designee, shall give their answer in writing to the Union within seven (7) business days thereafter.

- ii. Second Step: If no satisfactory settlement is reached at the First Step, the Resident may present the grievance in writing to the Senior Vice President, Human Resources or their designated representative within seven (7) business days after the Union receives the First Step answer. The Senior Vice President, Human Resources or their representative will meet with the Resident and a representative of the CIR/SEIU within seven (7) business days after receipt of the written grievance and shall give their answer in writing to the written grievance within seven (7) business days after they meet with the Resident and CIR/SEIU representative.
- iii. Third Step: If any grievance is not satisfactorily resolved in the foregoing procedure, CIR/SEIU, may within twenty (20) business days after it receives the Senior Vice President, Human Resources, or their representative's answer at the Second Step, file a demand for arbitration with the American Arbitration Association, under its Voluntary Labor Arbitration Rules and Procedure, with a copy to the Senior Vice President, Human Resources.

The arbitrator's authority shall be limited to interpreting and applying the provisions of this Agreement to the grievance as submitted to them for arbitration in accordance with this Section, and the arbitrator shall have no authority directly or indirectly to modify, amend, add to, or subtract from, any of such provisions.

The decision of the arbitrator, if within the scope of their authority and power, shall be final and binding upon the Health Center, the Union and the aggrieved Resident(s), subject to such rights of judicial review as are provided by law.

- b. Any of the foregoing steps may be waived by mutual written agreement of the parties.
- c. Any of the foregoing timelines can be extended by mutual written agreement of the parties. Failure by the Health Center to respond within the time limits prescribed shall be deemed a denial of the grievance.
- d. The Union's failure to advance a grievance within the timelines provided above shall be deemed a denial and shall preclude advancing the matter to the next step in the grievance/arbitration process. If the Health Center fails

to provide an answer to a grievance within the timelines provided above, the Union may invoke the next step of the grievance/arbitration process.

- e. Residents shall be entitled to representation by CIR/SEIU at all Steps of the grievance. The program will allow time off to Residents involved in grievance proceedings so long as time off shall not interfere with normal Employer and/or facility operations.

### 3. Resolution

- a. Informal resolution may be agreed upon at any stage of the grievance procedure. Prior to the resolution of any formal grievance brought forth by a Resident or a group of Residents, the Union shall be notified. Any offers of settlement are not admissible at Arbitration or Arbitrator-led mediation.

Proposal #16

Article [ ] – Moonlighting

1. All Residents meeting and fulfilling Massachusetts licensure requirements for full licensure pursuant to G.L. c. 112, § 2 may moonlight at GLFHC, affiliated institutions, and other hospitals, so long as they meet the eligibility requirements for moonlighting for the respective institution and Paragraph 2 and 3 requirements.
2. Per ACGME Common Program Requirements (VI.F.5. Moonlighting):
  - a. Moonlighting must not interfere with the ability of the resident to achieve the goals and objectives of the educational program, and must not interfere with the resident's fitness for work nor compromise patient safety.
  - b. Time spent by Residents in internal and external moonlighting (as defined in the ACGME Glossary of Terms) must be counted toward the 80-hour maximum weekly limit.
3. Additionally, the parties agree that, once fully licensed, in order to moonlight:
  - a. The resident must be in good academic standing;
  - b. If moonlighting at an institution that is not affiliated, or in a department that is not affiliated with GLFHC, the resident obtains their own outside malpractice insurance policy;
  - c. The resident provides their moonlighting schedule to the program coordinator and the hours are added to the hours per week worked to make sure the resident is working no more than 80 hours per week; and
  - d. Moonlighting duties do not interfere with assigned residency duties including home call or back up call.
4. Residents who are fully licensed may sign up for the GLFHC Resident Moonlight Program– to the extent it becomes operational during the term of this Agreement– to start seeing patients upon becoming fully credentialed with insurance companies. The Residency Moonlight Program will provide the following for residents who are eligible:
  - a. GLFHC will reimburse resident for full Massachusetts medical license;
  - b. GLFHC will provide resident with malpractice insurance coverage for all GLFHC clinical work; and
  - c. GLFHC will reimburse residents at a pre-agreed on minimum rate with a future potential for productivity based compensation.
5. Residents with limited licensure under Massachusetts law, G.L. c. 112 s. 9, may engage in internal moonlighting for GLFHC and/or affiliated institutions as part of a Resident Moonlight Program– to the extent it becomes operational during the term of the Agreement and the resident is approved by Residency PD as eligible. They will be identified and scheduled in a manner that will clearly differentiate their status as a

resident clinician at Haverhill St. from a clinician with full licensure. Moonlighting opportunities at GLFHC shall be determined on an as-needed basis by the GLFHC CMO and affiliate CMOs based on their assessment of staffing needs.

6. Additionally, the parties agree that residents with limited licenses must meet the following conditions, in order to moonlight:
  - a. The resident is in good academic standing;
  - b. The resident provides their moonlighting schedule to the program coordinator and the hours are added to the hours per week worked to make sure the resident is working no more than 80-hours per week; and
  - c. Moonlighting duties do not interfere with assigned residency duties including home call or back up call.

***Proposal #17***

***Article [ ] - Out-of-title work***

The parties agree that Residents should be primarily assigned to tasks that have educational benefit. The learning objectives of the program must be accomplished without excessive reliance on residents to fulfill non-physician obligations.

Non-physician obligations are those duties which in most institutions are performed by nursing and allied health professionals, transport services, or clerical staff. (Examples of such obligations include transport of patients from the wards or units for procedures elsewhere in the hospital; routine blood drawing for laboratory tests; routine monitoring of patients when off the ward; and clerical duties, such as scheduling.) While it is understood that residents may be expected to do non-physician obligations on occasion when the need arises, these activities, including interpretation/translation, should not be performed by residents routinely and must be kept to a minimum to optimize resident education.

Residents will report to the Program Director or Curricular Director if asked to perform these tasks. Residents will not be subject to retaliation including negative evaluations or punitive learning plans for raising an out-of-title concern through the outlined procedure.

## **Proposal #18**

### ***Article [ ] - Electronic Devices and Lockers***

1. Lockers: The Health Center will provide shared locked space for each Resident at the main residency site(s). The locker shall be large enough to reasonably house a resident's personal belongings and any portable equipment that must be secured between visits with patients.
2. Pagers: Pagers used in Obstetrics, Pediatrics, Medicine, or any other service will be provided to the Residents and routinely maintained by the Employer.
3. Cell phones and Laptops: Each Resident will be furnished with a smart cell phone with available data and a hotspot, and a laptop which will be maintained by GLFHC throughout the residency. GLFHC will periodically replace phones and laptops that become inoperable on a timely basis.
4. Residents will be responsible for any non-work related expenses, such as international roaming fees, consistent with the GLFHC Cell-Phone Policy.

## **Proposal #19**

### ***Article [ ] - Release of bargaining unit information***

The Employer, in recognition of the Union's status as exclusive representative of Residents in the bargaining unit, shall give timely notification to the union when an individual or organization requests lists of or any information about members of the CIR bargaining unit outside of the course of the standard operations of the residency program. Should the employer choose to grant the requested information, they will notify the union in advance of releasing the information.

## Proposal # 20

### Article [ ] - Call Rooms / Lounges

1. GLFHC, in partnership with its hospital affiliates, shall comply with all obligations pursuant to both Massachusetts and Federal law to maintain a safe and healthful work environment in all facilities to which they are assigned. The Health Center shall coordinate with LGH to provide call rooms and other spaces for the use of Residents meeting the following conditions. Residents may request to meet with the Health Center if they believe these conditions are not being met. The parties acknowledge the Health Center does not control the facilities at LGH or any other external rotation location(s). However, the Health Center will strive to create an environment that meets the following conditions.
2. On-Call Rooms
  - a. On-call rooms with proper ventilation and temperature control, functioning bedside lights, shades, clean linen and towels, and clean and adequate beds. The on-call rooms shall be part of the affiliated hospital's regular pest control program, and reasonable steps will be taken to prevent entrance of rodents, pests, and other hazards. Any specific pest related issue shall be directed to the Director of Graduate Medical Education.
  - b. Functional speaker system that ensures that Residents can hear overhead pages.
  - c. Secure keycard (or physical key) access to the on-call room area.
  - d. Safe and secure call room and bathroom areas, with locks that are accessible to Residents and other accredited personnel on every shift.
  - e. There will be a process in place to change linens on all call room beds after each use.
  - f. Designated bathrooms shall have clean and operational shower(s), toilet(s), and sink(s) for the use of Residents. Clean towels and washcloths will be provided.
  - g. Available clean and operational changing rooms and shower facilities with locks that can be operated on the inside, appropriate ventilation, and shelves for toiletries/clothing.
  - h. Residents who are breastfeeding will be provided a separate, clean and private designated room for lactation as required by the ACGME and Massachusetts law. As required by the ACGME and Massachusetts law, this space must be a separate room exclusively designated for lactation. It must be clean and private and have refrigeration capabilities and a secure door that locks from the inside. Additionally, it shall have functioning electrical sockets and close proximity appropriate for safe patient care. These facilities may not be located in a bathroom.

- i. An emergency supply of menstrual products (i.e., pads and tampons) will be provided for free.

### 3. Resident Lounges

- a. The Health Center shall provide space for Residents in accordance with ACGME requirements. The Health Center shall maintain at least one departmental lounge at each Residency-focused site for the use of Residents such that all Residents have reasonable access to the use and enjoyment of the lounges. Lounges shall be furnished with couches, chairs, reading lamps/adequate lighting and tables. Lounges will also have access to the internet. CIR shall be notified of any change in the locations of lounges.
- b. The Health Center will provide a microwave, a refrigerator, and a coffee machine reasonably accessible for all Residents if permitted by Health Center or affiliated hospital rules and regulations.

4. In order to ensure compliance with the above items, Residents shall notify the appropriate person based on the site where the issue arises (Hospital: Hospital Services Coordinator; 34 Haverhill Clinical Space: Residency Site Operations Director; 34 Haverhill Residency Space: GME Director).

## **Proposal # 21**

### ***Article [] – Certification Exam Reimbursement***

1. The Health Center shall pay for all required BLS, ACLS, ALSO, NRP and PALS courses for full certification and subsequent re-certification for each resident.
2. The Health Center shall pay the full cost of any course required for employment or Massachusetts licensure.
3. All residents will be eligible for reimbursement of a successfully passed Step 3 exams.
4. Residents will receive their regular compensation (and not have to use paid time off) for all required BLS, ACLS, ALSO, NRP and PALS courses and exams.

All expense reimbursements must be submitted in compliance with the GLFHC Business Expense Policy.

Proposal # 22

*Article [ ] - Journal Access*

4.—The Health Center shall ensure free access to point-of-care resources and medical journals.

## **Proposal # 23**

### ***Article [ ] - Release Time***

1. Residents will be granted time off with pay to participate in labor management meetings, orientation and any grievance or arbitration meeting. Should release time not be feasible, GLFHC agrees to schedule such meetings at times when Residents are able to attend after their workday including times that may fall outside of GLFHC's normal operating hours.
2. Two CIR delegates and two CIR alternate delegates shall be granted time off with pay to attend CIR's annual convention, up to three days including travel time.
3. The Health Center will follow the ABFM rules regarding time away from residency, so time off in accordance with subsection 2 above will be counted towards the 4-week maximum.
4. If any of the delegates are scheduled for inpatient or backup coverage during the annual conference, said delegate(s) will be responsible for finding coverage and/or swapping. Approval will not be unreasonably withheld unless it interferes with Health Center operations and/or Residency requirements.

## **Proposal # 24**

### ***Article [] - Scrubs / Coats / Laundry***

1. The Health Center shall provide each Resident with two long laboratory coats at no charge to the Resident.

When Residents are covering hospital services that require scrubs, Residents will receive scrubs as required and are responsible for returning their used set at the appropriate location.

Proposal #25

**Article [ ] - Separability**

2. In the event that any provision of this Agreement is found to be in contravention of any Federal, State or City law or regulation or found by any court of competent jurisdiction to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

## **Proposal #26**

### **Article [ ] – Written Authorization**

1. The parties acknowledge and agree that the term “written authorization” as provided in this Agreement includes authorizations created and maintained by use of electronic records and electronic signatures consistent with state and federal law. The Union, therefore, may use electronic records to verify union membership, authorization for voluntary deduction of Union dues and fees from wages or payments for remittance to the union, and authorization for voluntary deductions from wages or payments for remittance to COPE funds, subject to the requirements of state and federal law. The Employer shall accept confirmation from the Union that the Union possesses electronic records of such membership and give full force and effect to such authorizations as “written authorization” for purposes of this Agreement.

The Union agrees to indemnify and hold the Employer harmless against any and all claims or liabilities arising out of the application of this Article.

## Proposal # 27

### Article [ ] – Management Rights

Section 1. Except to the extent expressly limited by this Agreement, the Health Center retains the exclusive right to manage, direct and control the Residency program, and to make any and all decisions affecting the Resident training programs, including, but not limited to the following: the exclusive right to plan, determine, direct and control the nature and extent of all of its operations and commitments; to determine the locations of its operations; to open, close, consolidate, sell, and relocate its operations; to discontinue, reorganize, or combine any department or branch of operations; to install or introduce any new or improved service methods, patient care procedures, facilities or equipment and to maintain efficient operations; to hire, train, promote, demote, transfer, layoff, and recall Residents; to establish and administer the policies, work rules, procedures and standards relating to its individual Resident training programs and Resident conduct, including the establishment of quality standards and performance standards, procedures and evaluations; to determine Residents' schedule; to utilize, assign and/or transfer Residents as necessary in the interests of operational efficiency and patient care; to organize, recognize, combine, modify or discontinue Resident training programs; to subcontract all or any portion of the work now or hereafter done by Residents; to determine adequate staffing and coverage; to suspend, discipline and discharge Residents as specifically set forth in this Agreement; to determine the methods of investigating alleged Resident misconduct; to select and determine the qualifications of and number of its Residents and the number of its training programs; to determine and assign the work duties and location of Residents; to create job descriptions; to determine medical, health care and safety standards; to install or remove equipment; to determine and modify the methods, procedures, materials, and operations to be used or to discontinue their use by Residents; to establish educational policy; to establish the standard and qualifications for hiring and advancement through its residency programs; to determine training methods and curricula; and in all respects to carry out, in addition, the ordinary and customary functions of management, whether exercised or not.

## **Proposal # 28**

### ***Article [ ] - Work Schedules - counter partially drafted to be in line with IFH language***

1. If practicable, changes in a work schedule during a Resident contract term shall be the subject of reasonable prior notice to the affected Resident.
2. Effective July 1, 2023, the Health Center shall establish a 70-hour work week limit averaged over a 4-week period for all Residents working GLFHC outpatient rotations. Any adjustments and/or changes to work schedules during emergent or extraordinary situations shall be subject to the approval of the Program Director. Duty hours shall be defined as all clinical and academic activities related to the program (i.e., both inpatient and outpatient patient care, administrative duties relative to patient care including documentation, the provision for transfer of patient care, time spent in-house during call activities and scheduled educational activities, such as conferences).
3. If additional coverage is required in emergent or extraordinary situations, the Program Director will make reasonable efforts to identify those Residents who have not yet exceeded their 70-hour limit to provide cross-coverage. In assigning cross coverage, the Program Director shall make reasonable efforts to prevent placing an undue burden on individual Residents.
4. The 70-hour limit does not apply to Area of Concentration (AOC) activities.
5. PRE-GRIEVANCE PROCEDURE: If violations of the 70-hour work week average are alleged, the following steps must occur prior to the filing of a grievance:
  - a. If CIR believes a violation has occurred, CIR will notify the Program Director who will convene a committee composed of the Program Director, Associate Program Director, and two elected CIR Delegates to examine the request for review.
  - b. If any Delegate is unable to attend, another Resident will take their place. The Committee will meet within 30 days of the request and attempt to resolve the issue to mutual agreement.
  - c. Either party may then file a grievance pursuant to the provisions of the CBA in the event that the matter is not resolved following these efforts.
6. Scheduling Clinics - Whenever possible, Residents will not be scheduled for three GLFHC specialty/continuity/acute clinics in a given workday, unless specifically requested in writing by the Resident.

Proposal #29

**Article [ ] - Resident Well-being**

1. Meal breaks -  
Residents are expected to take a 30-minute duty-free break for every six hours worked, in accordance with Massachusetts law, at reasonable times/intervals, throughout their respective shifts.
  
2. Wellness Lunch -  
Residents will be given one hour of protected time per week for a support group for each residency class.
  
3. Administrative Time -  
All Residents will be scheduled for four consecutive (4) hours of administrative time each week as part of their regular schedule to work on patient notes, refilling prescriptions, responding to patient care questions, and reviewing ordered labs and images. All administrative time must be completed on site unless previously approved by Program Director in writing. Inclusive of this administrative time, Residents will not be expected to exceed duty hours.
  
4. Access to Healthcare -  
Per ACGME Common Program Requirements, Residents will be given the opportunity to attend medical, mental health, and dental care appointments, including those scheduled during their working hours. The Health Center will ensure access to confidential, affordable mental health assessment, counseling, and treatment, including access to urgent and emergent care 24 hours a day, seven days a week.

## Proposal #30

### Article [ ] - Chief Residents

1. \_\_\_ To accomplish the administrative tasks required of Chief Residents, their schedules will be set to include four hours of consecutive administrative time each week. However, those four hours of administrative time may not be provided on weeks that are impacted by night float or PTO. Inclusive of this administrative time, Chief Residents will not be expected to exceed duty hours.
2. When arranging for back-up coverage, Chief Residents are discouraged from routinely scheduling themselves for back-up.

## **Proposal # 31**

### ***Article [ ] - Leave Time***

The Health Center and the Union recognize that all Employees covered under this contract are subject to ABFM training requirements and that any leave, or set of leaves, exceeding the maximum number days permitted by ABFM in an academic year for total leave shall result in an extension of the residency year, but only to the extent necessary to satisfy ABFM requirements and/or fulfill the training requirements specified by GLFHC.

#### **1. Paid Time Off**

- a. Vacations - All Residents will be scheduled for twenty (20) days of paid vacation time on July 1<sup>st</sup> of each year. Vacation time may be requested no fewer than ninety days in advance of the requested time to ensure that schedules will accommodate it. Requests for vacation will not be unreasonably denied.

At the end of each academic year, any unused vacation time, due to unforeseen circumstances (e.g., pandemic etc.), will be paid out. Upon termination of residency, any unused vacation days will be paid out to the Residents on the date of termination, in compliance with Massachusetts law.

- b. Sick - All Residents will be granted seven (7) days of paid sick leave on July 1<sup>st</sup> of each year. Sick time will be used when a Resident calls in sick on weekdays or weekends. The Short Term Disability Insurance Policy has a waiting period of seven (7) days. The employee may cover this period with sick time. If a Resident is sick and has no sick time, vacation and/or personal time may be applied. Any unused sick time is forfeited upon termination.
- c. Personal/Well-being Days - On July 1<sup>st</sup> of each year, each Resident shall be credited with three (3) personal days off with pay for each twelve months of employment to attend to personal needs and to one's own health, including adequate rest, healthy diet, and regular exercise. Approval for use of personal days shall not be unreasonably denied. Residents who terminate employment are paid personal time provided they have completed 90 days of employment.

\*NOTE: Per ABFM requirements, any Resident exceeding 30 calendar days of paid time off described in this Article (including federal holidays, Bereavement, Jury Duty Leave, and sick time taken on weekends), will be required to extend Residency.

#### **2. Leave Under Massachusetts and Federal Law**

In compliance with State and Federal law, the Health Center will adhere to all statutory leaves, subject to individual eligibility, and will inform Residents of said leaves during orientation. These leaves shall run concurrently, depending on

eligibility. Additionally, Residents will be informed of any updates to said leaves as required by law. Summaries of applicable state and federal leave laws at the time of ratification can be found in **Appendix A** of this Agreement.

The procedures and forms for applying for statutory leaves are provided in Greater Lawrence Family Health Center Policy, incorporated herein by reference unless expressly modified by this agreement.

### 3. GLFHC Provided Leave

#### a. Bereavement Leave

Employees will receive up to three days of bereavement paid time off in the event of the death of a member of their immediate family. You are allowed one day of bereavement paid leave in the event of the death of an extended family member. Employees should submit evidence of the death of their family member within seven calendar days to Human Resources.

##### i. Immediate family includes:

- Spouse;
- Domestic partner;
- Child and step-child (including child of a domestic partner) Parent and parent-in-law (including parent of a domestic partner);
- Grandparent and grandparent parent-in-law (including grandparent of a domestic partner);
- Sibling (including step-siblings, in-laws, and siblings of a domestic partner); and
- Niece or nephew (including spouses and domestic partner's).
- Any family member cohabitating in the same household as the employee.

##### ii. Extended family includes:

- Aunt, Uncle and Cousin.

In acknowledgement of the diversity and complexity of contemporary family relations, a request for immediate family leave or extended family leave may be made upon the death of a family member excluded from either category.

#### b. Small Necessities Leave

- i. Any employee who is a parent, guardian, or grandparent having custody of any child in kindergarten or grades 1-12, is permitted to take twenty-four (24) hours of unpaid leave time per school year, not exceeding twenty-four (24) hours in any calendar month of the school year, to participate in activities of the school of any child or to accompany the child to routine medical or dental appointments, such as check-ups or vaccinations. The

employee must provide the Health Center reasonable notice prior to taking the time off. Employees may utilize existing vacation time for purposes of the planned absence.

- ii. Also included in the Small Necessities Leave Act is the ability of an eligible employee to take twenty-four (24) hours of leave to accompany an elderly relative of the employee to routine medical or dental appointments or appointments for other professional services related to the elder's care, such as interviewing at nursing or group homes.
- iii. Any employee who takes time off under this policy must provide documentation from the child's school or the professional services provider to substantiate that the employee participated in a meeting or school activity.

c. Domestic Violence Leave

- i. Greater Lawrence Family Health Center will provide any employee who is a victim of domestic or sexual violence (or who has a family member who is a victim) to take up to 15 days of leave from work in any 12-month period, as long as the employee is not the perpetrator of the violence.
- ii. Leave will be granted to an employee who is or whose family member is a victim of abusive behavior and the employee is using the leave from work to get medical attention, counseling, victim services or legal assistance; secure housing; obtain a court protective order; appear in court or before a grand jury; meet with law enforcement officials; attend child custody proceedings; or address other issues directly related to the abusive behavior.
- iii. Employees who wish to take leave to care for themselves or an eligible family member should provide Human Resources notice within three workdays that the leave was or is being taken unless the employee or the family member of the employee face imminent danger. Notice may be communicated by the employee or by another person who is helping out, such as a family member or a counselor, social worker, healthcare worker, member of the clergy, shelter worker, legal advocate or other professional.
- iv. Employees must use accrued paid time off before going unpaid and must provide documentation of the domestic or sexual violence, including medical records or a police report.

## RESOURCES:

Domestic Violence is characterized by a pattern of coercive control used by one intimate partner over the other, which may include sexual and physical assault, social isolation, economic, emotional and psychological abuse, threats and harassment to establish and maintain control.

If you are involved in such a relationship, the Health Center strongly encourages you to contact one of the following resources for support:

- Employee Assistance – Ability Assist: 1-800-96-HELPS (1-800-964-3577)
- YWCA of Greater Lawrence: 1-877-509-9922
- YMCA Lawrence Sexual Assault/Domestic Violence Office: 1-978-682-3039
- Safe Link Domestic Violence Shelter Line- MA statewide 24/7 hot-line: 877-785-2020
- National Domestic Violence Hot-line: 1-800-799-SAFE
- Supportive Care, Inc.: 1-978-686-1300
- Llamanos: Statewide Spanish Language Hotline: 1-800-223-5001

By calling any of the above listed resources, a trained advocate will be able to connect you to a program in your community. Caring advocates on the hotline and the local YMCA can help you be safe, during a domestic violence incident, while getting you the help you need from resources in the community.

### d. Jury Duty

- i. While it is the duty of every citizen to serve on a jury when called, the Greater Lawrence Family Health Center recognizes that this often means the loss of income. The Health Center pays the difference between the jury pay and regular wages (excluding travel and other per diem expenses) for days when the Resident is unable to report to work because of jury service.
- ii. The above statement applies provided that Residents:
  - Provide the summons to serve on a jury prior to the time that the Resident is scheduled to serve to their supervisor.
  - Furnish their supervisor with evidence of having served on a jury for the time claimed.

B. Residents are also eligible for leaves of absence under the Employer's policies for Military Leave, Voluntary Emergency Responder Leave, and Crime witness leave. There is a Graduate Medical Education Policy for Absence due to Inclement Weather. The applicable above mentioned GLFHC policies are incorporated herein by reference unless expressly modified by this agreement.

## 4. Leave According to ACGME

- a. Consistent with ACGME regulations, Residents will be eligible for six weeks of paid leave at 100% of their regular salary for parental, medical, or caregiver leave. This leave will run concurrently with the Massachusetts Paid Family and Medical Leave, and/or with the Federal Family and Medical Leave Act.

\*Note: GLFHC offers Long Term Disability to all Residents (with a maximum salary benefit of \$15,000 per month effective July 1, 2023). One hundred percent of the premium for LTD is paid by GLFHC. This GLFHC sponsored leave shall run concurrent with any applicable state or statutory leave(s).

The Health Center will provide Parental Leave in accordance with M.G.L. c. 149, section 105D and ACGME requirements as noted above.

Requests for leave must be submitted in accordance with the Program's leave of absence requirements.

The Health Center and the Union agree that the leave described above meets the requirements of the ACGME to provide Residents with a leave of absence for caregiver, parental, and medical leave.

## **5. Additional Unpaid Leave**

A Resident may request an unpaid, job-protected leave of absence of up to four weeks for reasons not covered above, if the Resident does not have any vacation, sick, or personal time available. Each request will be considered by the Program Director on an individual basis and, in their sole and exclusive discretion, decisions will be based upon the nature of the request, the Employer's staffing needs and the Resident's prior performance and attendance.

## **4. Application of Leave Time**

- c. All leaves in this Article must be reported and all required documentation, as set forth in the Residency Policy Manual, must be submitted to Human Resources in a timely manner. To the extent, a GLFHC or statutory leave of absence threatens compliance with rules and/or standards imposed by the Board and/or Residency Review Committee for an individual's program or specialty area, modifications in training, narrowly tailored to ensuring compliance.
- d. A program director may require a Resident to extend their training due to excused days or a leave of absence which in total exceeded the required number of training days specified by ABFM, by extending their contract year by the number of excused or leave days in excess of the number of the exceeded days. This extension would be applicable only when the Resident has not met residency training program requirements during the year and only when all other means for meeting the program requirements have been exhausted. The Resident shall receive a stipend at the existing rate for the PG year being completed.

- e. Greater Lawrence Family Health Center will comply with all leave requirements established by the ACGME and the ABFM.

## Proposal # 32

### *Article [ ] - Equal Opportunity*

1. The Union and the Employer support Equal Opportunity in the recruitment and retention of minority physicians at Greater Lawrence Family Health Center. Residents are encouraged to participate in the various DEI committees that exist at the Health Center and LGH.
2. The Health Center is committed to annual programming in furtherance of DEI initiatives and objectives.
3. In addition to other DEI programs the Health Center may choose to fund, GLFHC agrees to fund a Resident program for DEI initiatives to be used within the Residency Program only at \$2,500 each year, for the length of the contract.
4. All monies dispersed in accordance with the above sections must receive prior approval from the Residency Director in order to ensure compliance with Health Center's procurement, employment policies, and state and federal funding restrictions.
5. Should the Health Center and the Union fail to reach agreement on a successor Agreement by [ ] of the last fiscal year provided for in Section 1 above, the Employer shall continue to fund the Program at the level stated in that final fiscal year, until such time as a new Agreement is reached between the Health Center and the Union.

**Proposal # 33**

***Article [ ] - Inclusive Healthcare Training***

The Union and the Employer support patient access to quality healthcare. The Health Center will continue to support Residents in pursuing elective opportunities to be trained in a variety of inclusive care and procedures.

## **Proposal # 34**

### ***Article [ ] - Termination and Renewal***

1. This Agreement, dated October 9, 2023, shall be in full force and effect from January 1, 2023 through June 30, 2026 and shall continue in full force and effect and be automatically renewed thereafter from year-to-year unless either party gives written notice to the other at least ninety (90) days prior to any expiration date of its intent to terminate or modify this Agreement.

**Proposal # 35**

***Article [ ] - Health and Welfare Benefits***

The Health Center offers and covers a percentage of the following benefits: HMO Blue New England \$500 Deductible; HMO Blue New England Options Deductible II v.5; BlueCross Blue Shield Dental Blue. Residents will be eligible for all Health Center benefits.

## **Proposal # 36**

### *Article [ ] – Continuing Medical Education*

**Continuing Medical Education** - Effective July 1, 2023, at the start of each fiscal year, the Health Center will provide each Resident a commensurate amount of funding based on PGY for continuing medical education (“CME”). Recognizing the financial impact of waiting on CME reimbursements, Residents may request for Res-Admin to prepay CME expenses.

PGY1: \$750

PGY2: \$1,250

PGY3: \$1,500

PGY4: \$1,750

Residents will receive reimbursements within thirty days of submitting a complete and accurate reimbursement form.

**Language education** - The employer and the union share a desire to ensure medical care is available to underserved populations in the Greater Lawrence area. Proficiency in languages other than English is a central component of that service.

A Resident who has not scored “proficient” in Spanish on ALTA will be able to utilize the funding provided to Residents for the international Spanish language elective.

A Resident, who has scored “proficient” in Spanish on ALTA, will be able to utilize the funding provided to Residents for the international language elective either by participating in the elective or applying the funding to a language learning program that is spoken by underserved populations in the Greater Lawrence area.

If for any reason, a Resident’s election of a language learning program is denied, the Resident may appeal to a committee of the Program Director and the Chief Medical Officer. The Committee’s decision shall be final and not the subject of grievance or arbitration.

**Proposal # 37**

*Article [] - Child care*

The Health Center shall make available to eligible Residents a Flexible Spending Account for child and dependent daycare not to exceed the Internal Revenue Service limit at the time of election for eligible out-of-pocket medical expenses. The account will be administered by the Health Center in accordance with Internal Revenue Code and implementing regulations.

## **Proposal # 38**

### ***Article [ ] - Retirement Savings Plan - put in economic package***

The Health Center shall maintain and administer the 403b retirement plan to which Residents may contribute up to the maximum amount allowed by law. The Employer will guarantee that contributing Residents will receive the employer discretionary retirement matching contribution.

**Proposal # 39**  
**Article [ ] - Salary**

1. The appointment of a Resident shall be based on the Resident’s appropriate Post Graduate Year (hereinafter “PGY”), which shall be determined as follows:
  1. A Resident who has not completed at least one year of service in an accredited Family Medicine residency program shall be placed at the PGY-1 level.
  2. A Resident who has completed training in an accredited Family Medicine Program will be placed at the PGY level which equals the number of such years of service plus one (e.g. a Resident who has completed two years of service in such a training program shall be placed at PGY-3).
  3. A Resident with prior service in a non-Family Medicine training program will be placed in a PGY level appropriate to the month(s) of eligible training subject to the approval of the Residency Director and the ABFM.
  
2. A Resident who, during the term of this Agreement, successfully completes their service for a year and is reappointed to serve for an additional year shall be advanced to the next higher PGY, for salary purposes only.
  
3. Base Salary for each PGY level retroactive to 1/1/23 shall be as follows:

| PGY | Current     | Market adjustment<br>1/1/23<br>(\$10,000) | 10/2023<br>(3%) | 7/1/24<br>(1.5%) | 7/1/25<br>(1.5%) |
|-----|-------------|---|-----------------|------------------|------------------|
| 1   | \$58,000.00 | \$68,000                                  | \$70,040        | \$71,090         | \$72,156.96      |
| 2   | \$60,000.00 | \$70,000                                  | \$72,100        | \$73,181.50      | \$74,279.22      |
| 3   | \$62,500.00 | \$72,500                                  | \$74,675        | \$75,795.13      | \$76,932.05      |

|                    |             |          |          |          |             |
|--------------------|-------------|----------|----------|----------|-------------|
| 4                  | \$70,000.00 | \$80,000 | \$82,400 | \$83,636 | \$84,890.54 |
| Chief differential | \$1,000.00  | \$4,000  | \$4,000  | \$4,000  | \$4,000     |

4. On July 1, 2024 and July 1, 2025, Residents will receive the above base wage increases or in line with the rest of GLFHC staff (excluding job family specific market adjustments), as approved by the Board, whichever is higher. If a higher percentage is approved, it will be applied to the Residents base wage of the previous residency year as of June 30th. Once the new rate is calculated, it shall be applied proactively from the designated effective date for all other GLFHC staff raises.
5. Raises in accordance with this Article apply to Residents in the Residency program at the time of ratification.
6. Chief residents will receive a \$4,000 differential in pay per academic year. Chief residents who start mid-academic year will receive a prorated differential.

## Proposal # 40

### *Article [ ] – Meals*

1. At the beginning of each academic year, each resident will be provided a meal allowance of \$1,500 paid into their LGH meal account for use at the discretion of the Resident.
2. The Health Center is committed to providing food for Residents who are covering evening and weekend calls in accordance with ACGME requirements. The Health Center, in collaboration with LGH, will provide food that is stocked for consumption by those working overnight and on the weekends when the cafeteria is closed (outside of 7AM-3PM Monday through Friday). Food shall include healthy options in addition to snack foods. In addition, the residents may order a Health Center tray from the patient menu on S5 when the cafeteria is open.
- ~~3.~~ Because of limitations of food available at LGH and the various inclusive dietary needs of Residents, there is a need for the union and management to continue to work to find a reliable solution to food access. A working group of Residents and GME leadership will meet quarterly at GMEC to continue discussions around food accessibility.

## **Proposal # 41**

### ***Article [ ] - Parking and Travel Reimbursement***

1. Residents will be reimbursed for local travel (defined as business travel that is within 125 miles, one way, of 34 Haverhill Street) in accordance with the GLFHC Business Expense Reimbursement policy.
2. Residents will be reimbursed for overnight travel (defined as business travel that is generally over 125 miles) in accordance with the business expense reimbursement policy.
3. If a Resident is too fatigued to transport themselves home at the conclusion of their shift, then the Resident may be reimbursed for transportation from the workplace to the Resident's local home residence. Reimbursement shall be made consistent with the Business Expense Reimbursement Policy and will not be unreasonably withheld.

**Proposal # 42**

***Article [ ] - Extra shift coverage pay***

1. Extra shift coverage pay is defined as inpatient work performed on an overnight or weekend shift that is not in a Resident's schedule.
2. A Resident shall be compensated \$250 for working an extra shift.
3. Residents on H-Med and Resident initiated swaps are not eligible for on-call coverage pay.

**Proposal # 43**

***Article [ ] - Inclement weather bonus***

In the event of inclement weather (snow day or other severe weather phenomenon), if the standard jeopardy pool is exhausted and residents are requested to provide backup coverage due to their geographical proximity to the hospital, residents will receive an inclement weather bonus of \$200 per shift.

Proposal # 45

*Article [ ] - Wellness Stipend*

A Resident who opts in to the Health Center provided health insurance plan is eligible to receive a reimbursement of up to \$150 annually for fitness and wellness purposes through said plan. A Resident who is not on the Health Center's provided health insurance plan is eligible to receive a reimbursement of up to \$150 annually from the Health Center for fitness and wellness purposes if: 1) the Resident's current health plan does not offer a similar reimbursement; and 2) meets the criteria for reimbursement in the Health Center's health insurance plan.

Proposal # 47

*Article [ ] – New Resident Assistance*

1. Commencing with the first year Resident class of 2028, the Health Center will give each new Resident a lump sum payment of \$1,500, minus standard deductions. Said payment shall be made in the Resident's first pay period.

## Proposal # 49

### *Article [ ] - No Strikes and No Lockouts*

1. For the duration of this Agreement, the Union, its officers, agents, representatives and members shall not in any way, authorize, cause, assist, encourage, participate in, or ratify any strike or sympathy strike, sit-down, sit-in, slow-down, partial or complete work stoppage, boycott, or other interference with, or interruption of the work at the Health Center. Any Resident who aids and abets or engages in conduct violating the Article may be subject to discipline by the Health Center without recourse to Article [ ]\_\_\_\_ (Grievance/Arbitration).

In addition to any other liability, remedy, or right provided by applicable law or statute, should any of the above described conduct occur, the Union will immediately:

- a) Publicly disavow such actions by the Residents.
  - b) Inform the Health Center, in writing, that such action by the Residents has not been authorized or sanctioned by the Union.
  - c) Notify Residents of its disapproval of such action and instruct such Residents to immediately cease and return to work.
2. In consideration of the above pledge by the Union, for the duration of this Agreement the Health Center shall not lock out its Residents.

## Appendix A

| <b>Massachusetts Parental Leave</b>   | <b>Massachusetts Paid Family Medical Leave (PFML)</b>   | <b>Federal Family Medical Leave Act (FMLA)</b>  |
|---|---|---|
| <p>Residents are eligible for parental leave once they have completed three (3) months of employment for the Employer. The leave is unpaid, but job-protected, for up to eight (8) weeks.</p> <p>Leave can be taken both after the birth or adoption of a child or to address a pregnancy-related disability prior to or after birth.</p> <p>Leaves must be taken on a continuous basis.</p> <p>A Resident may elect to, but cannot be required to, use sick and vacation leave consistent with the employer's sick leave policy, vacation, and/or other PTO to subsidize the unpaid leave up to 100% of the employee's wages.</p> <p>An employer may not treat an individual on parental leave differently from others, on like leaves, with regard to wages, health insurance, or fringe benefits</p> | <p>Residents are eligible for job protected, paid leave for a maximum of:</p> <ol style="list-style-type: none"> <li>(1) themselves resulting from a serious health condition (injury or illness) (20 weeks),</li> <li>(2) after birth, adoption or the introduction of a foster child into their household (12 weeks),</li> <li>(3) to care for a family member dealing with a serious health condition (12 weeks), or</li> <li>(4) to manage family affairs while a family member is in military active duty/care for a member seriously injured post-duty (26 weeks), in a benefit year.</li> </ol> <p>Residents may take a total of 26 weeks of leave in a 52-week period (benefit year).</p> <p>Residents become eligible once they have worked at least 2 fiscal quarters (6 months) in Massachusetts (whether or not for the Employer) and earned a minimum of \$6,000.</p> <p>Upon certification, leaves must be granted on a reduced schedule or continuous basis. To receive an intermittent leave, the Resident should consult with the Employer before seeking certification.</p> | <p>FMLA entitles eligible Residents to up to 12-work weeks of job-protected, unpaid leave during any 12-month period (calendar or rolling 12-month period depending on what employer adopts), after the birth, adoption or entry of a foster child into their household, to care for themselves or a family member suffering from a serious health condition. Additionally, Residents may take up to 26 weeks of job protected, unpaid leave to care for an injured family member in military service/manage household affairs.</p> <p>Residents become eligible for FMLA once they have worked at minimum for 12 months for the Employer for a minimum of 1250 hours.</p> <p>Leaves to address the care of a personal or family member dealing with a serious health condition, must be granted whether they are requested on an intermittent or continuous basis.</p> <p>With permission of Employer, bonding leave may be intermittent, but Employer may require continuous leave.</p> <p>An employee may be required to use all vacation leave concurrent with FMLA. An employee may be required, to use sick leave concurrent with FMLA.</p> |

|  |   |   |
|--|---|---|
|  | <p>Compensation rate. The Employer may not subsidize the PFML leave payment you receive, including the use of sick or vacation leave to top off your compensation. No benefits, including accruals, may be suspended, or terminated during the leave.</p> <p>The Employer must continue to pay its percentage of Health Insurance premiums during the course of the leave</p> | <p>To receive health insurance during leave, the employee may be required to pay the premium for the duration of the leave.</p> |
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**Date:**



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