



# **Collective Bargaining Agreement**

Between

**Boston Medical Center**

and the

**Committee of Interns and Residents/SEIU**

**October 1, 2013 – September 30, 2016**

**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 13,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California and New Mexico. Collective bargaining agreements cover 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 Boston Medical Center, provides for salaries, leave time, a due process procedure in disciplinary cases, a grievance procedure, and other issues of concern to Housestaff.

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

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# AGREEMENT

Between

BOSTON MEDICAL CENTER

And

COMMITTEE OF INTERNS AND RESIDENTS



(An Affiliate of Service Employees International Union)

October 1, 2013 – September 30, 2016



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## AGREEMENT

THIS AGREEMENT is between Boston Medical Center, hereinafter called "BMC" or "the Hospital," and the Committee of Interns and Residents/Service Employees International Union, hereinafter called "CIR/SEIU" or "the Union:"

## PREAMBLE

The parties jointly recognize and endorse the right of every person to quality health care and treatment at all BMC facilities regardless of the ability to pay for such care.

The Hospital and the Union agree to work cooperatively in pursuit of this goal.

## ARTICLE I – RECOGNITION

Section 1. The Hospital recognizes the Union as the exclusive bargaining agent for the purpose of collective bargaining relative to wages, hours, and other conditions of employment for all interns, residents and fellows employed by BMC.

Section 2. All House Officers designated as Boston Medical Center housestaff, irrespective of the source of funding for their positions, and all House Officers paid by the Hospital shall be guaranteed the full rights and privileges under this Agreement except as provided herein.

(a) The Union and the Hospital further acknowledge that House Officers designated as BMC housestaff may be assigned for periods of time to work at hospitals or locations other than BMC. Such House Officers shall continue to receive, with no reduction or loss, their compensation, health insurance, sick leave, vacation leave and malpractice insurance through their funding source regardless of the location of their assignment(s).

Section 3. On May 1 of each year and within one month of the signing of a new Agreement negotiated by the parties, the Hospital shall send an up-to-date copy of this Agreement to all outside funding institutions.

## ARTICLE II – PAYROLL DEDUCTION OF UNION DUES AND AGENCY SERVICE FEES

Section 1. Union dues shall be deducted monthly from the salary of each person who executes and remits to the Hospital a form of authorization for payroll deduction of Union dues. Remittance of the aggregate amount of dues deducted shall be made to the Union's Treasurer within twenty-five (25) working days after the month in which dues are deducted.

Section 2. To ensure that employees covered by this agreement shall be adequately represented by the Union in bargaining collectively on questions of wages, hours and other conditions of employment, the Hospital shall require as a condition of employment during the life of this collective bargaining Agreement the payment on or after the thirtieth (30th) day following the beginning of such employment or the effective date of this Agreement, whichever is later, of a service fee to the Union. Such service fee shall be deducted monthly from the salary

of each person who executes and remits to the Hospital a form of authorization for payroll deduction of such agency fee. Remittance of the aggregate amount of agency fees deducted shall be made to the Union's Treasurer within twenty-five (25) working days after the month in which dues are deducted. Such service fee shall not be imposed unless this Agreement has been formally executed, pursuant to a vote of a majority of all employees in the bargaining unit present and voting.

The Union agrees to indemnify the Hospital for damages or other financial loss, which the Hospital may be required to pay or suffer by an administrative agency or court of competent jurisdiction as a result of the Hospital's compliance with this Article.

### ARTICLE III – NON-DISCRIMINATION

Section 1. Neither the Hospital nor the Union shall discriminate in any way against any person covered by this Agreement on account of race, color, creed, origin, religion, sex, pregnancy, age, marital status, sexual preference or disability (as defined by Title I of the Americans with Disabilities Act of 1990), or membership or non-membership in the Union or participation or lack of participation in its activities. The parties agree that the Employer will not discriminate in any way against employees on account of political activity or lack thereof.

Section 2. The Hospital and the Union recognize that no employee shall be subject to sexual harassment, and both parties agree to remain committed to this principle. Sexual harassment (as referenced in Title 29 C.F.R. sec. 1604.11) is defined as "unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature" that is prohibited by Title VII of the Civil Rights Act of 1964 as amended. The Hospital's Policy Against Discrimination and Harassment, Including Sexual Harassment sets forth the Hospital's policy, complaint procedure, and investigation procedure. The grievant shall be able to choose whether he/she shall be subject to professional review by the charged party. All charges shall be investigated consistent with the Hospital's policy referenced above.

### ARTICLE IV – GRIEVANCE PROCEDURE

Section 1. A grievance under this Agreement shall mean only a controversy or claim arising directly out of or relating to the interpretation, application or breach of a specific provision(s) of this Agreement during the term of this Agreement or extensions of it. Any controversy or claim relating to the academic and/or clinical performance of a House Officer shall not constitute a grievance, but shall be subject to the procedures set out in Article XI, Discipline.

Section 2. Step #1. The Union representative, with or without the aggrieved House Officer, shall present the grievance orally to the House Officer's Program Director or his/her designee or Chief of Service or his/her designee. The parties shall attempt to resolve the grievance informally. If they are unable to do so, the Union shall reduce the grievance to writing, within thirty (30) calendar days after the employee or Union had knowledge or should have had knowledge of the occurrence or failure of occurrence of the incident on which the grievance is based or it shall be waived. The grievance shall state with particularity the facts upon which the alleged violation is based, the Articles violated, and the requested remedy sought. The person to



whom the grievance is addressed shall respond to the grievance in writing within seven (7) calendar days of the Union's submission of the grievance to him/her. Grievances involving Hospital-wide issues or grievances not resolvable by a Department may be filed directly at step 2.

Step #2. If the grievance is not settled at Step #1, it shall be presented in writing to the Chief Medical Officer or his/her designee within ten (10) calendar days of the written submission of the grievance to the Hospital's Step One representative or his/her designee or within seven (7) days after the step 1 answer is received or it shall be waived. The Hospital or his/her designee shall schedule a hearing on the grievance within seven (7) calendar days after he/she receives it and shall issue his/her written answer thereto within seven (7) calendar days after the hearing has been completed.

Step #3. If the grievance is not satisfactorily resolved at Step #2, the grievance may be submitted to the Hospital's Vice-President for Human Resources or his/her designee within seven (7) calendar days after the date that the Step 2 response was due. A Step 3 hearing shall be scheduled within twenty-one (21) calendar days of receipt of the Union's submission to Step 3. The Hospital shall issue an answer to the grievance within twenty-one (21) calendar days of the Step 3 hearing.

Section 4. Arbitration under this Agreement shall be limited to grievances that have been timely processed through the grievance procedure.

(a) If the grievance is not satisfactorily resolved at Step 3, the Union, and only the Union, and not any individual employee, may submit the matter to arbitration. Such submission must be made within thirty (30) calendar days after the date that the Step 3 answer was due which due date is computed from the date of the scheduled Step 3 meeting. A demand for arbitration must be served in writing, by the appropriate union on the Hospital's Vice President of Human Resources, or designee by certified mail within this period as a condition for processing the demand and must specify the specific Section(s) and Article(s) allegedly violated.

(b) The Arbitrator shall have the authority only to settle disputes arising under this Agreement concerning the interpretation and application of specific section(s) and Article(s) of the Agreement to the facts of the particular grievance presented to him or her. The Arbitrator shall have no power to add to, subtract from, or modify this Agreement or any supplement to it. The Arbitrator shall have no power to engage in any form of interest arbitration, unless both parties agree in writing. Only one grievance may be referred to and decided during a particular arbitration, unless otherwise agreed by the parties, in writing. The Arbitrator must render his or her decision within thirty (30) calendar days after the conclusion of the hearing or the submission of briefs, whichever is later. The decision of the Arbitrator shall be final and binding upon the grievant, the Hospital and the Union. The cost of the fees of the Arbitrator shall be borne equally by the Hospital and the Union.

(c) (i) The parties agree to maintain a rotating panel of mutually agreed upon arbitrators, no less than five (5) and no more than eight (8), who will hear disputes. Arbitrators will be selected to hear cases in the order in which cases are filed for arbitration on a rotating basis. Notwithstanding this pure rotation, the parties may mutually agree to prioritize a particular case in order to get the case heard by the arbitrator with the closest available date.



(ii) Either party shall have the right to remove any arbitrator from the panel upon providing thirty (30) days written notice to the other party, in which case another arbitrator shall be added to the list by mutual agreement of the parties as soon as practical.

(iii) The arbitration process shall be administered by the Hospital's office of labor relations.

(iv) Arbitration cases shall be held at locations on the Hospital grounds.

(v) Arbitration hearings shall be conducted pursuant to the voluntary rules of the American Arbitration Association unless otherwise mutually agreed by the parties.

Section 5. Failure of an employee and/or the Union to meet any time deadline at any Step of this Grievance Procedure shall constitute a waiver of the grievance and no further action may be taken on it. Time is of the essence, but any time limits in this Article can be waived by both parties, in writing. In the case of any time periods, all of which are calendar days, in this Article which are seven (7) days or less, Saturdays, Sundays and/or Hospital holidays will not be counted. If the final day of a time period in this Article falls on a Saturday, Sunday or Hospital Holiday, the final day of the time period shall be the next business day.

#### ARTICLE V – COMPENSATION

Section 1. (a) The annual salaries for persons covered by this Agreement shall be as follows:

	October 1, 2013	October 1, 2014	October 1, 2015
PGY 1	\$55,855	\$56,693	\$57,827
PGY 2	\$57,967	\$58,837	\$60,014
PGY 3	\$60,693	\$61,604	\$62,836
PGY 4	\$63,866	\$64,504	\$65,795
PGY 5	\$67,848	\$68,526	\$69,211
PGY 6	\$71,775	\$72,493	\$73,218
PGY 7	\$74,277	\$75,020	\$75,770
PGY 8	\$76,951	\$77,720	\$78,498

(b) Effective following the ratification of the contract, each House Officer shall be eligible to be reimbursed up to \$750 for an annual professional allowance. Effective July 1, 2014,

each House Officer shall be eligible to be reimbursed up to \$800 for an annual professional education allowance. Effective July 1, 2015, each House Officer shall be eligible to be reimbursed up to \$850 for an annual professional education allowance.

This allowance may be used to defray the costs of conferences (registration fees, lodging, travel, food and other necessary expenses incurred while attending a conference), textbooks, journals, exam review materials and courses, board fees, licensing fees, medical equipment, professional association fees, computer hardware and software or other such items necessary for patient care or education, as approved by the appropriate Program Director. Prior to making an expenditure not detailed above, the House Officer should seek the approval of the appropriate Program Director. Receipts must be submitted to the House Officer's department no later than June 1 in order to be eligible to receive approved reimbursements.

The hospital will reimburse house officers for approved expenses within 45 days of receiving receipts. In the event the Department denies a reimbursement request, the Department must provide the House Officer with a written explanation of denial with 14 days of receiving the request. Should a House Officer wish to dispute a denied request for reimbursement, he/she must submit a letter of appeal with the receipt to the Chair of the Department within 14 days of the denial. The Chair will have 14 days to respond to the appeal in writing.

For denied expenses greater than \$250, the House Officer shall have the opportunity to appeal the Department Chair's denial by submitting written appeal to the Chief Medical Officer or his/her designee within 14 days of the Chair's response. The Chief Medical Officer of his/her designee will have 14 days to respond to the appeal in writing.

Section 2. Salary checks are to be paid weekly by direct deposit unless objected to in writing by the House Officer.

Section 3. All administrative chief residents covered by this agreement shall be compensated at one (1) PGY level above their designated PGY salary.

Section 4. The PGY level of chief residents in the department of Internal Medicine and department of Pediatrics who completed their residencies at BMC and who go on to do a fellowship in Internal Medicine or Pediatrics shall reflect credit for that chief residency year (e.g., first year of fellowship shall be paid at a PGY 5, second year at a PGY 6, third year at a PGY 7).

Section 5. All incoming residents shall be paid for orientation and/or work performed prior to July 1st of their first year. In departments where it is the practice to give interns time off during the last week of June, the Hospital shall inform the interns no later than September 1 that this time is uncompensated.

## ARTICLE VI – MALPRACTICE INSURANCE

Section 1. The Hospital will provide malpractice insurance at its expense to all persons covered by this Agreement in the amount of \$1,000,000 per claim/\$3,000,000 annual aggregate with shared limits. Such amounts shall be exclusive of any costs assumed by the Hospital for legal representation.



The type of insurance shall be modified claims-made coverage as this term is currently used within the insurance industry and which provides for claims-made coverage with a pre-paid tail as provided for in the current Boston Medical Center Insurance Company, Ltd. (BMCIC) policy. Subject to the terms, conditions, and exclusions of the policy offered by the BMCIC, the plan shall apply to all sums which an insured shall become legally obligated to pay as damages because of injury arising out of the rendering of, or the failure to render, professional service. The Hospital guarantees such malpractice insurance coverage, as set out in the policy, to all persons covered by this Agreement who are paid by the Hospital, whether such persons are on an outside rotation at an outlying hospital, health center, or any health facility owned and operated by the Hospital. This provision is applicable only to work performed during authorized assignments under the auspices of the Residency Program. The Hospital shall provide any reasonable information to the Union as to whether the Hospital has met the requirements set forth herein.

Section 2. The Hospital agrees to send a copy of the malpractice policy to the Union upon request. The Hospital shall cause the BMCIC to issue a copy of the Advice of Insurance to any House Officer, or his/her designee, upon request.

Section 3. The Hospital shall provide to the Union on June 30th of each year a report of the suits filed or the claims made against House Officers covered by this Agreement in the preceding 12 months; as well as any suit filed or claim made on or after July 1, 1996. The report shall also include the following information: the departments involved; and the status of the claim or suit, whether pending, dismissed, or settled or decided by entry of judgment, the insurance company responsible for the defense of the claim or suit, and the institution at which the alleged act or acts occurred. This report shall not include the names of House Officers. The Union may request a meeting to discuss the information provided and the Hospital shall not unreasonably deny such request.

## ARTICLE VII – MANAGEMENT RIGHTS

Section 1. Except to the extent expressly limited by this agreement, the Hospital retains the exclusive right to manage the business, direct and control the business and workforce, and to make any and all decisions affecting the business, 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 and relocate its 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 employees; to require employees to participate in training; to hire temporary, casual or per diem employees; to determine adequate staffing and coverage; to suspend, discipline and discharge employees for just cause; to determine the methods of investigating alleged employee misconduct; to select and determine the number of its employees; to determine and assign the work duties of employees; to issue and enforce reasonable work rules and policies; to create job descriptions; to determine medical, health care and safety standards; to evaluate employee performance; to install or remove equipment; to determine and modify the methods, procedures, materials and operations to be used or to discontinue their use by employees of the Hospital; to discontinue, or reorganize or combine any department or branch of operations; to establish educational policy; to establish the standards and qualifications for hiring



and advancement through the residency program; to determine training methods and curricula; to establish residency programs and to determine the number and qualifications of persons admitted to such programs; and in all respects to carry out, in addition, the ordinary and customary functions of management, whether exercised or not.

The foregoing management rights are expressly reserved to be decided by the Hospital and shall not be subject to the provisions of Article IV - Grievance Procedure, unless the Hospital acted arbitrarily and capriciously.

Section 2. The Hospital reserves and retains the right to contract out work or subcontract out work. The Hospital shall give the Union at least thirty (30) days' notice of its intent to contract out or subcontract out work presently performed by members of the bargaining unit and the parties will meet within this period and investigate alternatives to contracting out or subcontracting out this work.

## ARTICLE VIII – ANCILLARY SERVICES

The parties recognize that House Officers are physicians who have professional responsibilities for the care and treatment of patients and that such responsibilities are carried out under the direction of the attending physician of record for the patient. House Officers in both Inpatient and Outpatient Services shall not regularly or recurrently be assigned or expected to perform various support functions including IV services, clerical services, routine vital signs and weights, phlebotomy services, discharge planning and services pertaining to the movement of patients and materials within the hospital. The Hospital shall not be deemed to be in violation of the “regularly or recurrently” provisions of the Section as long as the Hospital continues to provide support services, which shall not be defined as numbers of personnel, and are delineated below.

The Hospital recognizes that the provision of minimum, defined standards of ancillary and support services is a fundamental institutional responsibility. These services include IV therapy, phlebotomy, clerical support, including the scheduling of routine follow-up patient appointments where the physician deems the patient is not competent to make such follow-up appointments, and the routine printing of discharge summaries, on both ambulatory and inpatient clinical units, EKG service, interpreter service, blood culture draws and the movement of patients and materials about the facility in a timely manner.

It is the responsibility of the house staff to work with their Chiefs/Program Directors and hospital managers to identify deficiencies in ancillary services. This will include the provision of adequate information in order to assist the Chiefs/Program Directors and Hospital managers in identifying the reason(s) for these deficiencies in order for the hospital to take appropriate remedial action.

It is the responsibility of the Medical and Dental Staff, together with the Hospital, to determine performance standards of ancillary services. The manner in which any service is provided remains the prerogative of management so long as such service is provided in a manner consistent with the standards delineated in this Article. Such services must conform to the performance standards listed below.

Section 1. The Hospital shall endeavor to conform with the guidelines as set forth in subsections (a) through (g), below.

(a) MOVEMENT OF PATIENTS/MATERIALS

Services will be provided for the movement of patients and materials, including medical records, 7 days a week, 24 hours a day for both routine/stat calls.

For routine patient transport requests, the maximum response time shall not exceed 30 minutes.

For all stat requests the maximum response time will vary, but in any event not to exceed 20 minutes.

(b) PHLEBOTOMY SERVICES

Phlebotomy services, including blood culture draws, shall be available twenty-four (24) hours a day, seven (7) days a week. Eight (8) daily, phlebotomy rounds for all previously designated (excludes ED, all ICUs, PACU and OR) inpatient areas will be provided 7 days a week for all properly executed requests received in the Clinical Labs. (For electronic orders, cutoff is 5:30 am for 7 am draw, and 30 minutes previous to other draw times.) On-call phlebotomists will be available on each campus if a blood draw or culture is needed between scheduled rounds.

All blood draws which cannot be obtained by the phlebotomy service shall be reattempted or reevaluated within 2 hours by the service, with the exception of overnight during the hours of 11 PM (2300) to 0400 AM. Due to the fact that there is only one phlebotomist scheduled during this time frame and per procedure, only 2 attempts are made per phlebotomist. In the event, the phlebotomist has to reschedule collection until 4 AM or unless the attending physician deems it clinically necessary for the House Officer to do the draw. All unsatisfactory or misplaced specimens obtained by the phlebotomy service will be redrawn by the service once notified by the provider with an updated request submitted in SCM. Phlebotomy will notify the patient's nurse if he/she is ultimately unable to draw the blood, for whatever reason.

Phlebotomy services will be available in the outpatient clinical areas during regular clinic hours, 7:30 am – 6:00 pm, with the exception of the Yawkey Ambulatory Care Center where the hours of operation are from 7:30 AM to 8:00 PM (2000).

(c) EKG SERVICE

EKG services will be available during regularly scheduled clinic hours and in all inpatient areas, twenty-four (24) hours, seven (7) days a week. For properly executed requests submitted prior to 12 noon, EKG's will be performed prior to 6 p.m. the same day.



(d) I.V. SERVICES

IV Therapy Services, to start and maintain routine IVs, will be provided to all general care inpatient areas 24 hours a day, seven days a week.

(e) CLERICAL SUPPORT

Clerical support will be provided to clinics during their regular hours of operation. Clerical support will be provided to all inpatient areas in a manner consistent with the needs of the clinical services. Excluding unanticipated absences, clerical services will be available 16 hours a day, Monday - Friday and 12 hours per day on weekends.

(f) INTERPRETER SERVICES

There shall be an adequate interpreter service for all areas of the hospital and out-patient departments, twenty-four (24) hours a day, seven (7) days a week. Interpreters shall be knowledgeable in medical terminology.

(g) LABORATORY RESULTS

The Hospital will provide computer terminals to each inpatient and clinic area.

STAT biochemistry and hematology test results will be reported to ward areas in approximately sixty (60) minutes from the receipt of specimen in the laboratory except for testing not provided at the Hospital.

Routine biochemistry and hematology test results will be reported to the EMR, in conformance with the times published in the Laboratory Policy Manual.

The parties agree that any issues regarding the provision of ancillary services shall be referred to and discussed at the Labor Management Committee set forth in Article X, unless otherwise agreed by the parties.

## ARTICLE IX – HOSPITAL-UNION COMMITTEE

The Hospital and the Union, in the interest of a cooperative approach to resolving problems before they become grievances, agree to monthly meetings of a Committee of Hospital and Union representatives.

## ARTICLE X – VACATION LEAVE

Section 1. Persons covered by this Agreement shall accrue four (4) weeks vacation leave with pay at the rate of 1 2/3 days for every month of service except in the Departments of Surgery, Urology, Thoracic Surgery, Oral Surgery, Ear, Nose and Throat (ENT), Ophthalmology, Dermatology, and Anesthesia where the respective Chief of Service, with the approval of the Office of Graduate Medical Education, may require a person covered by this Agreement to receive his/her fourth week of vacation leave in the form of one (1) week of additional compensation in lieu of time off. If there are any time reporting errors that affect vacation



buyback, the corrections must be submitted to payroll by July 31. It is understood that if a House Officer uses vacation time prior to accruing it, their vacation bank may reflect a negative balance until such time as their vacation time is accrued.

Section 2. For the purposes of this Article, a vacation week shall consist of seven (7) consecutive days off, beginning at 7:00 a.m. of the first day off and ending 168 hours later. Vacation may not be scheduled for the first two weeks of July of the PGY 1 year except in unusual circumstances.

Section 3. In the event a House Officer fails to complete the year (July 1 - June 30), accrued and unused vacation leave shall be paid to the House Officer. House officers on a maternity, parental, or medical leave (as those leaves are set forth in Article XII, §§ 1, 1(a) and 2) shall continue to accrue vacation leave up to the maximum set out in Section 1.

(a) No House Officer shall be required to pay back vacation leave already taken that year.

(b) Accrued vacation leave must be used during the term of the House Officer's annual individual contract and may not be carried over into the next year.

(c) House Officers who have not yet taken such accrued leave by the date on which they leave the Hospital shall receive compensation in lieu of vacation leave.

#### ARTICLE XI – SICK LEAVE

Section 1. Every employee covered by this Agreement shall, subject to Section 2 of this Article, be granted sick leave, without loss of pay, for absence caused by illness or by injury or exposure to contagious disease or by the serious illness of a member of the employee's immediate family or by illness or disability arising out of or caused by pregnancy or childbirth.

Section 2. Sick leave shall accrue at the rate of one and one-fourth (1 1/4) days for each month of actual service, not to exceed fifteen (15) working days in any calendar year. New employees shall be credited in advance with seven and one-half (7 1/2) sick leave days as of July of their first year, in advance of such year having been worked. Sick leave not used in the year in which it accrues, together with any accumulated sick leave standing to the employee's credit on the effective date of this Agreement, and not used in the current year, may be accumulated for use in the subsequent year. Sick leave not used prior to the termination of an employee's service shall lapse, and the employee shall not be entitled to any compensation in lieu thereof.

Section 3. No employee shall be entitled to sick leave without loss of pay as provided in Section 1 of this Article unless the employee has notified his/her Chief of Service or his/her designee of his/her absence and the cause thereof before the expiration of the first hour of absence or as soon thereafter as practicable.

Section 4. An employee on leave because of an occupational disability may use the sick leave allowance to which he/she is entitled under this Article which when added to the amount of any disability (Worker's) compensation, will result in the payment to him/her of his/her full salary for any particular work week.



Section 5. Up to five (5) days' sick leave credit will be restored to any employee's accumulated sick leave when such employee has used sick leave allowance between the day of injury on the job and date disability (Worker's) compensation is awarded, except that such sick leave shall be offset proportionately by a disability benefit that is awarded retroactively to the date disability was incurred.

Section 6. An annual report of sick leave shall be made available upon request.

Section 7. House Officers will not be required to make up on-calls missed while on sick leave, unless otherwise required to do so to comply with the requirements of the governing Board.

Section 8. All House Officers covered by this Agreement may take up to two (2) personal days in any one academic year (July 1 - June 30) to be paid out of his/her accrued sick leave. Any use of personal days is subject to the approval of the House Officer's department. Departments shall develop policies to implement this benefit, which may include, at the Department's discretion, provisions for the granting of personal days in ½ day increments. It is understood by the Parties that no request for a personal day shall be approved if approving the request will require a department to pay extra on-call pay

## ARTICLE XII – LEAVES OF ABSENCE

Section 1. Family Medical Leave Act (FMLA) All House Officers who have been employed for at least one year and completed at least 1,250 hours of service during the twelve month period immediately preceding the commencement of leave are eligible for leave pursuant to the Family and Medical Leave Act (FMLA) of 1993. All House Officers who have been employed for less than one year are entitled to the leave benefits described below. Requests for leaves must be submitted in advance on the required form.

Consistent with the Family and Medical Leave Act of 1993, eligible persons covered by this Agreement may be entitled to up to twelve (12) weeks of unpaid medical leave for serious illness or serious illness of said person's spouse, parent or child, and up to twelve (12) weeks of unpaid family leave for the birth or care of a child, for adoption of a child under age eighteen or foster care placement of a child under age eighteen. All applications for FMLA must comply with the Hospital's policies and procedures governing such leave. House Officers returning from family leave may be required to complete missed rotations in order to become board eligible. Should a department require a House Officer to complete missed rotations, the Hospital shall compensate the House Officer at his/her current PGY level and provide malpractice coverage and all other applicable hospital benefits.

Section 2. Maternity Leave. House Officers are entitled to twelve (12) weeks maternity leave. Requests for maternity leaves must be submitted in advance on the required form. Upon the request of the pregnant House Officer, the Hospital shall make a reasonable accommodation with respect to her duties, provided that a reasonable accommodation can be made. Adoption shall be treated the same as birth for all appropriate leave-time purposes. Unused sick and vacation can be used for this 12 week leave.



A House Officer will not be required to make up missed on-calls after returning from maternity leave. House Officers returning from maternity leave may be required to complete missed rotations in order to become board eligible. It is the House Officer's responsibility to comply with the appropriate certifying board requirements.

A House Officer may elect to take an unpaid maternity leave of one (1) year coinciding with the academic medical year, July 1 through June 30. Any House Officer who so elects such a leave must inform the hospital no later than January 1 of the year of the effective date of the leave. Any request for a leave after this date will be granted only at the discretion of the Chief of Service or his/her designee. After the leave, a House Officer shall be assured a position at the House Officer's PGY level if a position is available in future academic years. The House Officer must inform the Hospital that the House Officer will accept reappointment to the position by January 1 of the year of the House Officer's return. In the event a House Officer declines to accept the next available position, the Hospital is not obligated to offer further appointment.

Section 3. Parental Leave. House Officers are entitled to two (2) weeks parental leave in order to attend to the birth, adoption, or care of a new child in the employee's immediate household. Requests for parental leave must be submitted in advance on the required form. Unused sick and vacation time may be used for this leave.

Section 4. Bereavement Leave. In the event of death of a House Officer's mother, father, spouse, significant other, parents of spouse or significant other, brother, sister, child, grandparent, grandchild, or other members of the House Officer's immediate household (for a period of six (6) months or more), the House Officer is entitled to receive up to three (3) working days leave without loss of pay for the purpose of attending funeral services or arranging for burial, provided that the House Officer is in active service at the time of such death. It is understood that these days must be days upon which the House Officer is scheduled to work. Leave without loss of pay under this section shall not be deducted from sick leave or vacation leave.

All House Officers shall be permitted one (1) day's leave without pay in order to attend the funeral of a relative not included above. A House Officer may choose to use accumulated sick leave for this purpose. If a House Officer requires additional leave for bereavement purposes due to the death of someone specified above, authorized leave for such purposes shall be deducted from sick leave allowance.

Section 5. Submission of Request for a Leave. According to BMC's FMLA policy # 07.19.000, unless the need for an absence is not foreseeable, a request for a leave of absence covered under this article must be submitted to the FMLA and Leave Coordinator in the Human Resources Department in writing and supported by appropriate documentation (including medical certification indicating the need for the House Officer's absence and the anticipated date of return) at least 30 days before the commencement of the leave. The leave form must be signed by the Program Director and the GME office. Appropriate forms are available online on the New Innovations Welcome Page or from Human Resources.

The GME office will send an acknowledgement of the leave to the Resident/Fellow, Program Director, and Program Coordinator. The acknowledgement will automatically extend the resident/fellow's training by the weeks required for the leave and include instructions for payroll



and disability coverage. It is the responsibility of the Program Director to inform the GME is the extension of training is less than the duration of the leave. It is the responsibility of the House Officer to work with the Program Coordinator to designate the payroll funding for the duration of the leave. The House Officer will be expected to provide appropriate information and documentation (including medical documentation) during and upon return from a leave of absence, as may be requested by BMC and in accordance with law. The House Officer's Program Director must review and sign the request for leave. It is the responsibility of the Program Director and Program Coordinator to ensure that GME is informed of the leave.

Section 6. Return from Leave. The House Officer must comply with all Human Resources and Occupational and Environmental Health (OEM) requirements prior to returning from an applicable leave. It is the responsibility of the House Officer to notify the FMLA Leave Coordinator and the GME office upon return from a leave.

Section 7. Make Up For Extended Leave. The provisions above are not intended to alter responsibilities and obligations of appropriate hospital authorities with regard to certification of completion by House Officers of board eligibility. Failure to meet the required time for completion of the program may affect the eligibility of the resident to take the Specialty Board. The Board eligibility requirements are available from the Program Director or the specialty board.

### ARTICLE XIII – HOURS OF WORK

The parties recognize that quality patient care and quality medical education are dependent upon reasonable work schedules that allow house staff adequate rest and free time away from the Hospital.

Section 1. Duty Hours. Duty hours are defined as all clinical and academic activities related to the residency program. This includes clinical care, in-house call, short call, night float and day float, transfer of patient care and administrative activities related to patient care, time spent in-house during call activities, and scheduled academic activities such as conferences. For Call from Home (at-home call), only the hours spent in the hospital after being called in to provide care count toward the 80-hour weekly limit.

Hours spent on activities that are required by the accreditation standards, such as membership on a hospital committee, or that are accepted practice in residency programs, such as residents' participation in interviewing residency candidates, must be included in the count of duty hours. Any tasks related to performance of duties, even if performed at home, count toward the 80 hours, such as completion of medical records, submitting orders, reviewing lab tests and verbal orders that can be signed at home. Duty hours do not include reading, studying, and academic preparation time, such as time spent away from the patient care unit preparing for presentations or journal club.

Section 2. Maximum Work Week. No House Officer shall be scheduled to work more than eighty (80) hours averaged over a four-week period, including internal and external moonlighting hours, or as defined by a Residency Review Committee.



Section 3. Mandatory Time Free of Duty (Days Off). House Officers must be scheduled for at least one 24 hour period in 7 days free of duty, averaged over a 4 week period, or as defined by a Residency Review Committee. Call from Home (at-home call) cannot be assigned on these days.

Section 4. Maximum Duty Period Length (Limit on Consecutive Hours Worked)

(a) Duty periods of First Year residents (as defined by each Residency Review Committee) must not exceed 16 hours in duration.

(b) Continuous on-site duty periods for Intermediate and Final Year residents (as defined by each Residency Review Committee) may be scheduled to a maximum of 24 hours of continuous duty in the hospital. Intermediate and Final Year residents may be allowed to remain on-site in order to effectively transition care of a single patient based on the individual program's Policy on Duty Hours; however, this period of time must be no longer than an additional 4 hours. During this four-hour period, residents must not be permitted to participate in the care of new patients in any patient care setting; must not be assigned to outpatient clinics, including continuity clinics; and must not be assigned to participate in a new procedure. Residents who have satisfactorily completed the transition of care may, at their discretion, attend an educational conference that occurs during the four-hour period.

- Justifications for such extensions of duty are limited to reasons of required continuity for a severely ill or unstable patient, academic importance of the events transpiring, or humanistic attention to the needs of a patient or the family.
- Under those circumstances, the resident must:
  - Appropriately hand over care of all other patients to the team responsible for continuing care
  - Submit the reasons for the extension to the Program Director and document the reasons in New Innovations.

(c) The parties agree to identify rotations where the consecutive hours worked are routinely greater than 24 hours, with the goal of eliminating such excessive hours, including post call outpatient clinics, by the expiration of this agreement. For the purposes of this Article, work shall be defined as patient care related activities, as well as educational activities.

Section 5. Minimum Time Off between Scheduled Duty Periods (Time Off Between Shifts). First Year residents should have 10 hours, and must have eight hours, free of duty between scheduled duty periods. Intermediate-level residents (as defined by the Review Committee) should have 10 hours free of duty, and must have 8 hours between scheduled duty periods. They must have at least 14 hours free of duty after 24 hours of in-house duty.

Residents in the Final Years of education must be prepared to enter the unsupervised practice of medicine and care for patients over irregular or extended periods.

Section 6. Maximum Frequency of In-House Night Float

Residents must not be scheduled for more than six consecutive nights of night float. (The maximum number of consecutive weeks/months of night float are further specified by the Residency Review Committees.)



## Section 7. On-Call Frequency

(a) In-House call is defined as those duty hours beyond the normal work day when residents are required to be immediately available. Intermediate and Final Year House Officers must not be scheduled to be for in-house call more often than every third night averaged over a four (4) week period.

(b) Call from Home (at-home call) is defined as call taken from outside the Hospital. The frequency of Call from Home (at-home call) is not subject to the every third night limitation, but must satisfy the requirement of one-day-in-seven free of duty (when averaged over a four-week period).

Residents are permitted to return to the hospital while on Call from Home (at-home call) to care for new or established patients. Each episode of this type of care, while it must be included in the 80 hour weekly maximum, will not initiate a new "off-duty period." When House Officers are called into the Hospital from home, the hours spent in the Hospital count toward the 80 hour limit.

Section 8. Emergency Understaffing. Emergency understaffing, for the purpose of this Agreement, shall be limited to illness, injury or like-caused absence of regularly scheduled house staff. Each service shall develop a rotation system to provide for coverage in the event a House Officer is absent.

Section 9. Emergency Room Shifts. House Officers shall work no more than 12 consecutive hours in the Adult or Pediatric Emergency Rooms.

Section 10. Patient Load. Each Chief of Service or his/her designee shall adhere to the applicable RRC requirements regarding patient admissions and discharges per resident. Any dispute not resolved at a department level may be brought to the Committee referred to in Article X of this agreement.

Section 11. Compliance. The Chief Medical Officer and the Designated Institutional Official, or designees, shall meet at the request of the Union to discuss compliance with this Article at the regularly scheduled meetings of the Committee set forth in Article X of this Agreement.

## Section 12. Extra On-Call Pay

(a) Definition of Extra On-Call. Extra on-call is defined as work performed over and above a House Officer's assigned schedule because of the absence of a fellow House Officer for the reasons set out in Sec. 12(b).

(b) Reasons for Collecting Extra On-call Pay. In the event a House Officer is required to work extra on-call due to the illness, disability, death, approved leaves of absence, temporary reassignment by the department due to inability to carry out clinical duties through no fault of the House Officer, emergency absences, removal from the payroll, jury duty, departmental scheduling error (defined as a House Officer scheduled to be on-call back to back on different

rotations) delay in start date due to visa or licensure issues, or bereavement leave and/or resignation/termination (as defined in Section 12(d) herein) of another House Officer, or volunteers to work said extra on-call and is accepted as a volunteer, then, the House Officer shall be paid according to the schedule set out in Section 12(c). House Officers with job or fellowship interviews shall make a good faith effort to find coverage. If this is impossible, emergency coverage will be called without extra on-call pay.

(c) Payment Schedule for Extra On-Call.

Tier 1: \$250/call for the following rotations: Night Float, Emergency Room (evening, night or weekend only), Radiology night shift, Medicine Ward Long Call, and Home Call for interns and residents, as well as any other scheduled evening, night or weekend shift of 12 hours or more.

Tier 2: \$400/call for rotations scheduled for 24+ hours.

Tier 3: Should a program institute a 16-hour shift, the Hospital and the Union agree to meet to negotiate a third Tier.

(d) Resignation/Termination and Prolonged Absence. As set forth in further detail below, House Officers shall be paid at the rates set out in Sec. 12(c) when they are required or volunteer to work extra on-call (as defined in Sec. 12(a)) as a result of: (1) a prolonged absence of a House Officer, defined as greater than three (3) months; (2) the termination of a House Officer; or (3) the resignation of a House Officer, defined to include situations in which (i) a current House Officer notifies the program that he/she will not return the following July 1<sup>st</sup> or (ii) a person who accepts appointment to a program fails to arrive.

No later than thirty (30) days after the resignation (or notification of resignation of a House Officer who does not intend to return the following July 1st), the Hospital shall notify the Union and convene a meeting of the Designated Institutional Official, the Program Director and the Union to discuss plans to deal with the situation, including consideration of the program filling the vacant position, hiring locum tenums, or hiring additional persons to cover the increased work load. The decision regarding whether the position will be filled shall be made in the sole discretion of the Hospital.

If the program anticipates that the position will be filled, House Officers covering for the resigned House Officer shall continue to receive extra on-call pay until such time as the position is filled. If the program cannot fill the position or decides not to fill the position, House Officers shall continue to receive extra on-call pay until June 30 of that year, after which, all extra on-call payments to cover for the resigned House Officers shall cease.

(e) Submission of Extra On-call Pay Requests. Any House Officer who is required or volunteers to work extra on-call shall complete a form, to be jointly agreed to by the Hospital and the Union, which indicates date, place, and hours of work. Said form must be signed by the House Officer and submitted to the GME Office by a method designated by the Office of GME that is accessible to residents rotating at other locations within thirty (30) days of the shift for which the House Officer is requesting payment. If the request is not submitted within thirty (30) days, the House Officer shall waive the right to receive payment. All monies paid under this



section shall be paid monthly. Reimbursement shall be received no later than thirty (30) business days after the paperwork is submitted to the Office of Medical Affairs provided that the payroll records and schedule are complete and accurate.

(f) Schedule Swaps. Notwithstanding any language to the contrary, a swap of on-call obligations between two (2) or more House Officers shall not constitute extra on-call and shall not qualify for extra on-call payments as described in this section.

(g) Referrals to Hospital-Union Committee. Any questions regarding this procedure and/or payments shall be first referred to the Hospital-Union committee set out in Article X.

### Section 13. Moonlighting.

(a) Moonlighting must not interfere with the ability of the resident to achieve the goals and objectives of the educational program.

(b) The resident/fellow and Program Director must comply with BMC's Moonlighting Policy.

(c) Time spent by residents in Internal and External Moonlighting must be counted towards the 80 hour maximum weekly hour limit.

(d) Each residency program must promulgate reasonable policies regarding the hours that House Officers may "moonlight" at jobs that are not part of the residency program.

(e) Each residency program must promulgate reasonable policies regarding the requirements of House Officers who work any moonlighting shifts, whether internal or external, including eligibility to moonlight.

(f) The Hospital, in its sole discretion, may create, modify or discontinue BMC Internal Moonlighting opportunities. BMC Internal Moonlighting shifts may vary from Department to Department depending upon the Department's needs.

(g) PGY-1 residents are not permitted to moonlight.

(h) The Hospital shall meet with the Union to discuss any changes to the Office of Graduate Medical Education's Moonlighting policy and/or opportunities at least ninety (90) days prior to implementing any changes to the extent practicable.

If changes are made to the Medical Center's medical malpractice insurance program/coverage that impact coverage for resident moonlighting, the GME office shall notify the Union as soon as practicable regarding the changes and, to the extent practicable, provide an opportunity to discuss such changes prior to their implementation.

A Department shall notify the GME office of any changes to their internal moonlighting policies at least (90) days prior to implementing any changes to the extent practicable. Within seven (7) days of notification from the department, the GME office shall notify the Union of any department changes.

House Officers shall receive notification in writing from the Hospital stating any implemented change to the Moonlighting Policy and the effective date of such change at least seven (7) days prior to implementation.

If a House Officer's request for Moonlighting is not approved, the GME office or Department shall notify the House Officer in writing with an explanation of rejection, within ten (10) days of receiving the request with the exception of site waiver requests. A House Officer shall have the opportunity to appeal or request clarification in writing within thirty (30) days of notification of rejection. Within fourteen (14) days of receiving the House Officer's appeal or request for clarification, the Program Director and/or the Designated Institutional Official shall meet with the House Officer to discuss the rejection. Site waiver requests will be addressed within sixty (60) days of the request. Denials of site waiver requests cannot be appealed.

(i) In order to moonlight within the Boston Medical Center (BMC Internal Moonlighting) a House Officer must be properly credentialed by the Hospital's Credentialing Committee and follow Hospital policies and procedures. All moonlighting of any kind, must be approved by the House Officer's Program Director and the Office of Graduate Medical Education prior to the House Officer engaging in any moonlighting whatsoever. If a House Officer is approved to moonlight and abuses such privileges under this Section 11, they may be barred by the Hospital from engaging in any future moonlighting.

(j) Internal Moonlighting, for purposes of the ACGME includes moonlighting at affiliated entities. BMC Internal Moonlighting includes only moonlighting at the Boston Medical Center.

(k) All House who moonlight, whether internally or externally, must include those hours in any required reporting of hours worked by the Hospital and/or the ACGME.

(l) Neither this Section 13 nor work performed by House Officers hereunder is subject to the provisions of Article IV (Grievance Procedure), except issues arising under Section (g). Any issues that may arise under this Section 13 shall be referred to the Hospital-Union Committee set forth in Article X.

Section 14. Conflict. In the event any requirement or obligation in this Article is in conflict with, or different from, the Program Requirements of the ACGME, the ACGME Program Requirement shall control, unless the terms of the collective bargaining agreement are more favorable to the House Officers.

Section 15. House Officers must accurately record all duty hours worked weekly unless excused by the Program Director. No House Officer will be disciplined or retaliated against for accurately recording duty hours regardless of whether such hours comply with ACGME regulations.

Failure to record duty hours will result in a mandatory meeting with the House Officer's Program Director to discuss professionalism and determine a plan to ensure future compliance. If a House Officer repeatedly fails to accurately record all duty hours worked, the Chief Medical



Officer or his/her designee will immediately convene a meeting with the House Officer and their Program Director to address the problem and determine a course of action to ensure the House Officer and Program complies with the ACGME duty hour regulations. This plan will be memorialized in writing by the Program Director or designee and distributed to the affected House Officer, the Chief Medical Officer, and the Union.

#### Logging Duty Hours

The nine duty types are defined as follows

- **Call from Home (at-home call) - Called In:** A call taken from outside the assigned site that requires going into the assigned site. Time in the hospital/medical center counts against the 80 hour per week limit but does not restart the clock for time off between scheduled in-house duty periods.
- **Call from Home (at-home call) - Not Called In:** A call taken from outside the assigned site that does not require going into the assigned site.
- **Education:** Scheduled academic activities that include conferences, courses, simulations, computer training sessions, orientation days, etc.
- **In-House Call:** Duty hours beyond the normal work day when residents are required to be immediately available in the assigned institution.
- **Moonlighting:** Voluntary, compensated, medically-related work (not related to training requirements) performed internally or externally to the institution in which the resident is in training.
- **Night Float:** Rotation or educational experience designed to either eliminate in-house call or to assist other residents during the night. Residents assigned to night float are assigned on-site duty during evening/night shifts and are responsible for admitting or cross-covering patients until morning and do not have daytime assignments. Rotation must have an educational focus.
- **Patient Care:** A shift (usually 8, 10 or 12 hours in length) consisting of inpatient and/or outpatient work assignments in which the resident is responsible for a specific patient population or ward.
- **Post-Call:** The time after an in-house call duty period in which a resident may be allowed to remain on-site for up to 4 hours without accepting new patients (definition of new patient varies by program) in order to provide appropriate transition of care. Justifications for such extensions of duty are limited to reasons of required continuity for a severely ill or unstable patient, academic importance of the events transpiring, or humanistic attention to the needs of a patient or family.
- **Research:** Academic activities that involve bench/laboratory and bedside investigations.

### ARTICLE XIV – INDIVIDUAL CONTRACTS

Section 1. All offers of appointment made to returning House Officers for positions commencing July 1 of the next fiscal year shall be issued in writing by the Program Director and the Hospital. To be effective, all offers of appointment must be in writing. The Program will make every effort to make offers of reappointment by January 15, of the year prior to the



beginning of the reappointment period. This notification date may be extended as reasonably necessary by the Program where the House Officer has taken a leave of absence for thirty (30) or more days. Any House Officer who is not renewed shall be notified in writing.

Where a department needs additional time to decide whether or not to renew a specific House Officer, the House Officer shall be given a "conditional renewal" in writing in a meeting with the House Officer. The department shall notify the GME office of any House Officer receiving a conditional renewal and provide a copy of any conditional renewal to the GME office. The GME office shall then notify the Union of the name and department of any House Officer receiving a conditional offer. The conditional renewal shall specify what aspects of the individual House Officer's performance must improve in order for his/her contract to be renewed, a remediation plan for improving performance as set out in Article XV, Sec. 2, a plan for monitoring and review of this performance improvement and a date, no later than April 1, where the department shall inform the House Officer of its decision relative to reappointment. The House Officer may request a second meeting with his/her program director to review the terms of the conditional renewal. If the Hospital and the Union agree, the House Officer shall be able to bring a representative of the Union to this meeting. The Hospital shall make every effort to provide House Officers with notification of non-renewal or conditional renewal by December 31.

All offers of reappointment, conditional renewal or notification of non-renewal shall be made to all House Officers within a specific department/program within a five (5) working day period. For House Officers entering a program after December 31, offers of reappointment, or conditional renewal, and notification of non-renewal shall be made by April 1 of the year of the reappointment period. Offers of reappointment should be returned to the GME office by February 15. Offers of reappointment may be withdrawn if the House Officer's subsequent performance is substandard, provided the Hospital has exhausted the procedures outlined in Article XVI, Section 2.

Section 2. If the conditions of paragraph one are met, all offers, once accepted, shall represent a binding bilateral commitment between the Hospital and the individual House Officer for an appointment to a position on July 1 of the next fiscal year, except where circumstances beyond the control of the Hospital render it impossible to meet the commitment. "Circumstances beyond the control of the Hospital" shall be limited to loss of Joint Commission for Accreditation of Healthcare Organizations (JCAHO) accreditation of BMC, revocation of State license, acts of God, default by BMC, loss of ACGME accreditation for the teaching program, denial of the certificate of need from State Department of Public Health.

Section 3. All offers of appointment shall be construed to mean that a House Officer shall be appointed to a position effective July 1 of the next fiscal year, at which time the House Officer shall become subject to whatever rights and obligations have been negotiated by CIR/SEIU for that fiscal year and said House Officers shall have no further actionable rights under the offer of appointment.

Section 4. If, during the fiscal year in which the offer of appointment is made, a House Officer is terminated for just cause, the offer of appointment shall be void and of no force and effect.



Section 5. Each House Officer shall, prior to his/her appointment, receive a written individual contract not inconsistent with the provisions of this Agreement, which shall set forth specific commitments to the House Officer in terms of:

- (a) term of appointment,
- (b) job title,
- (c) salary at date of letter,
- (d) malpractice insurance.
- (e) The individual contract shall also state that CIR/SEIU is the exclusive bargaining agent for terms and conditions of employment.

Section 6. Should a residency program downsize for any reason, the Hospital shall make a good faith effort to accomplish the reduction by accepting fewer house officers into the entry level of the program. The Hospital shall inform the Union in writing after it has determined that there will be a permanent reduction or termination of a BMC program.

Should a reduction in the number of housestaff be required or a residency program be terminated for any reason such that a House Officer is unable to complete his/her training toward board certification, the Hospital and the individual residency program shall make a good faith effort to see that the House Officer finds another residency position in the same specialty at the appropriate PGY level. In such event, the Hospital shall continue to pay the salaries and benefits of displaced House Officers for the remainder of the academic year or until said House Officers are placed in another residency program at another facility if such placement is within the academic year.

#### ARTICLE XV – EVALUATIONS, PROBATION AND ACCESS TO RECORDS

Section 1. The Hospital and the Union recognize and agree that regular evaluation of performance is essential in maintaining a high quality training program. To that end, the Hospital shall devise and implement standardized evaluation techniques and tools, which shall be consistent with the applicable ACGME guidelines.

(a) Written Rotation Evaluations. Written evaluations of each housestaff shall be completed within thirty (30) days after the end of a rotation and shall be given to the House Officer so that he/she may benefit from the evaluation and address any perceived inaccuracies. The evaluation form shall include both a place for the House Officer to date and sign and a statement that the House Officer's signature indicates only receipt of the evaluation. Any House Officer shall have the right to file a written commentary to his/her evaluation, which shall be attached to the file copy.

Recognizing that evaluations are primarily completed electronically through New Innovations, evaluators shall make a good faith effort to verbally communicate criticism directly to the House Officer, at or near the time the action/behavior is observed.

(b) Formal Written Evaluations. Formal written evaluations shall be done twice annually by the Program Director and/or designee; one of which shall be done at approximately the



midpoint of the year and the second of which shall be done prior to the end of the academic year. In addition, a formal written evaluation summary shall be done prior to the end of the Program.

(c) Twice-Yearly Meetings. The Program Director or his/her designee shall conduct a minimum of twice-yearly meetings with the House Officer to formally review the House Officer's progress. House Officers shall review their evaluative file prior to their twice-yearly meetings and the Program Director or designee shall encourage House Officers to review their evaluative file prior to their twice-yearly meeting. In any event, the Program Director, or his/her designee, shall bring to the meeting and show to the House Officer all evaluations for rotations completed since the previous twice-yearly meeting. House Officers will have the opportunity to critically evaluate preceptors for each rotation, in writing without fear of retribution.

The formal written evaluation must be provided to the resident either at the twice-yearly meeting or within fourteen (14) days of the twice-yearly meeting with the House Officer. The House Officer shall return the evaluation to the Program Director or designee within ten (10) days of receiving it having signed and dated it to indicate that he/she received it or request a follow-up meeting with the Program Director or designee. At the follow-up meeting the House Officer may either request clarification of the contents of the evaluation or dispute the evaluation, as set forth in Article XV, 1(f). If the written evaluation is revised by the Program Director or designee as a result of such meeting, a final copy of the evaluation shall be provided to the House Officer to sign and date within 10 days of the meeting. A House Officer shall not be required to attend a twice-yearly meeting post-call (defined for the purpose of this sentence as having been on duty for more than 16 consecutive hours in the previous 24 hours).

(d) Transferring into a BMC Residency. In recognition of the fact that residency training may vary greatly from program to program, residents who transfer into a BMC residency program shall meet with their Program Director immediately upon arrival. The Program Director shall consider whether to adjust the resident's education training program in light of the resident's prior training experience. If the training program is adjusted, the Program Director shall communicate such arrangements to the Office of Graduate Medical Education.

(e) Access to Performance Evaluation Material. The House Officer shall have the right to examine all material in his/her file that will be used as a basis for evaluating his/her performance in the Program. This review shall take place during business hours in the presence of an employee designated by the Program. Any such review of these materials shall take place within five (5) business days of receipt of the request. A copy of any such evaluative material shall, upon the receipt of a written request for the material to the Designated Institutional Official or her/his designee, be furnished to the House Officer within five (5) working days of receipt of the request. Alternatively, the House Officer may request a copy of any such evaluative material by filing a written request with his/her Program Director, or the Program Director's designee. A copy of this request shall be filed by the House Officer with the Designated Institutional Official.

(f) Disputing an Evaluation. Should a House Officer wish to dispute a rotation evaluation or an overall performance evaluation, he/she shall be given the opportunity, upon request, to meet with the Program Director. Such request must be submitted in writing to the Program Director within thirty (30) days of receipt by/delivery to by the House Officer of the evaluation. If, after fourteen (14) days of the filing of the written request the House Officer is not



satisfied with the action taken on the matter, he/she shall have the opportunity to meet with the Chief Medical Officer. The House Officer shall have the right to bring to these meetings a representative of the Union, or at his/her discretion, an attending chosen by the House Officer.

(g) Complaints/Incident Reports. All complaints or incident reports involving a patient, other employee or medical student that concern a House Officer's performance shall be brought to the attention of the House Officer before it can be placed in his/her performance evaluation file. The House Officer shall have the opportunity to explain the incident and respond in writing and may request a full investigation be conducted by the specific clinical department or the Hospital.

An attending physician with a complaint about a House Officer's clinical performance shall discuss the complaint with the House Officer during the rotation or no more than fourteen (14) days after the expiration of the rotation. If a complaint about a House Officer's clinical performance is brought to the attention of the Chief of Service or his/her designee, the Chief of Service, or a designee shall investigate the complaint. If necessary, the Chief of Service or his/her designee, shall counsel the House Officer. The Chief of Service, or his/her designee, may decide to place the House Officer on a remediation program pursuant to Section 2, below or to place the House Officer on probation pursuant to Section 3, below. If the Chief of Service, or her/his designee, determines that a suspension, termination, or the non-renewal of the House Officer is called for, then the procedures set forth in Article XI - DISCIPLINE, Section 1, shall apply.

Section 2. Remediation. It is a department's responsibility to communicate to each House Officer in a timely fashion if his/her performance is substandard and to make clear, both verbally and in writing, what specific issues the House Officer must address in order to raise performance to an acceptable standard. A reasonable timetable with specific goals should be established for addressing these deficits. If any remedial program of study and work is determined necessary by the department, the Department shall meet with the House Officer to discuss such a program. At this meeting, the House Officer shall have the opportunity to ask questions regarding the program and provide input regarding the remediation program. As part of the remediation plan, a House Officer shall be assigned to a faculty mentor, preferably of their choosing, to meet on a regular basis. The House Officer shall sign and date the remediation plan, indicating receipt and understanding of the plan. It is understood that Remediation Plans are intended as educational plans to assist the House Officer in meeting performance standards, and that such plans are not disciplinary in nature.



### Section 3.

(a) Probation. In the event that a House Officer is placed on probation for not successfully completing her/his program of remediation, or for any other reason, such action will be communicated by the department to the House Officer in writing, and will include a fair summary of the reasons for the action, the area(s) of performance to be improved, a fair summary of the minimum criteria for adequate improvement, and a date upon which the probationary status will be reviewed. Probation shall not be deemed imposed until the House Officer has notice of the probation either in person or to the address the House Officer has placed on file with the department.

(b) Disputing Probation. Should a House Officer wish to dispute his/her probationary status, he/she shall be given the opportunity, upon request, to meet with the Program Director. Such a request must be submitted to the Program Director within seven (7) days of receipt by the House Officer of the notice of probation. The Program Director shall issue her/his decision within seven (7) days of the meeting. If the House Officer is not satisfied with the action taken on the matter, he/she shall, upon the filing of a written request with the Designated Institutional Official, within seven (7) days of the Program Director's decision, have an opportunity to meet with the Chief Medical Officer. The House Officer shall have the right to bring to any meetings pursuant to this section a representative of the Union and/or at his/her discretion, an attending chosen by the House Officer and any relevant witnesses. The Chief Medical Officer shall issue a decision on the probation within seven (7) days of the meeting. The decision shall be in writing and give a fair summary of the reasons for the decision. The decision will be delivered to the House Officer in a manner to be decided at the meeting. The decision of the Chief Medical Officer shall be issued no later than twenty-eight (28) days after the House Officer received written notice of being placed on probation.

If the Hospital and the Union agree, the meeting with the Program Director described in this Section may be waived, provided the request for waiver is submitted in writing and delivered to the Designated Institutional Official within seven (7) days of receipt by the House Officer of the notice of probation together with the written request to meet with the Chief Medical Officer.

## ARTICLE XVI – DISCIPLINE

Section 1. Just Cause. No House Officer shall be disciplined or discharged without just cause. The House Officer shall be given written notice of any disciplinary action to be taken against him/her, that shall include a description of the disciplinary action taken or contemplated and a full description of the reasons for such action. No contemplated disciplinary action shall be reported to the Board of Registration in Medicine until the discipline is implemented. A resident's paycheck shall not be withheld pending contemplated discipline.

This Article shall not apply to the placement of a House Officer on Probation. Probation is governed by Article XVI, Section 3, of this Agreement.

Section 2. Alleged Administrative Misconduct. Alleged administrative misconduct, which is conduct by a House Officer not based on clinical performance or competence and/or which is not related to his/her satisfactory fulfillment of the clinical and academic standards of



his/her residency program shall be subject to the grievance and arbitration procedure as set forth in Article IV of this Agreement. The procedure may be expedited if agreed to by both parties.

Section 3. Alleged Professional or Clinical Misconduct. Alleged professional or clinical misconduct which results in the suspension, non-renewal, or termination of a House Officer, when based on issues of clinical performance or competence, shall not be subject to section 1 and/or the grievance procedure, Article IV of this Agreement, but shall be subject to the following procedure:

(a) Hearing before the Chief Medical Officer. If the non-renewal, suspension, or termination of the House Officer is recommended by the House Officer's department or the Hospital, the affected House Officer shall have the right to a full hearing with the Chief Medical Officer or the Chief Medical Officer's designee, and may request such hearing within twenty (20) days of the House Officer's receipt of written notice of the recommended action. The notice of the recommended action shall be in writing and include a description of the bases for the recommended action. The notice shall either be delivered in-hand to the House Officer or mailed to an address provided to the department by the House Officer.

The affected House Officer shall be given seven (7) days' notice of the disciplinary hearing and shall have the right to present his/her case. The House Officer shall have the right to have a representative of the Union present at the hearing and shall be able to bring relevant witnesses.

The decision of the Chief Medical Officer or his/her designee must be given within seven (7) days of the close of the hearing. The decision of the Chief Medical Officer or his/her designee shall be in writing and shall detail the reasons for his/her decision. The decision of the Chief Medical Officer or his/her designee shall become final unless appealed in writing to the Designated Institutional Official or her/his designee within five (5) calendar days from the date written notice of the Chief Medical Officer's decision is received by the House Officer. The method of delivery of both the Chief Medical Officer's decision and the notice of the House Officer's request for de novo review shall be decided by the Chief Medical Officer prior to the conclusion of the hearing.

(b) De Novo Review. Upon receipt by the Designated Institutional Official, or her/his designee, of the House Officer's written notice of appeal, the Hospital shall convene an ad hoc committee of the Medical and Dental Staff of the Hospital to review de novo any decision made pursuant to Section 3(a), above. The ad hoc committee shall be composed of five (5) members of the Medical and Dental Staff appointed by the President of the Medical and Dental Staff or his/her designee. One member shall be designated as chairperson. No staff member who has participated in the disciplinary action shall be appointed as a member of the ad hoc committee.

The de novo hearing shall be held within fourteen (14) calendar days of the receipt by the Designated Institutional Official, or his/her designee, of the House Officer's written request for appeal. The affected House Officer shall be informed of each and every hearing of the ad hoc committee and shall have the right to be present at all hearings and to present his/her case. The House Officer shall have the right to have a representative of the Union present at these hearings and shall be able to bring relevant witnesses. A majority vote of the ad hoc committee shall be



necessary to overturn the disciplinary action under review. The ad hoc committee shall render a written decision with its reasons therefore within twenty-one (21) days of the receipt by the Designated Institutional Official, or her/his designee, of the House Officer's written notice of appeal.

The parties agree that the procedures described in the Article shall be the sole and exclusive avenue of recourse for the aggrieved House Officer under this Agreement.

Section 4. Extension of Time Limits. The parties further agree that the time limits contained in the Article may be extended by mutual agreement, and that such agreement shall not be unreasonably withheld.

## ARTICLE XVII – PART-TIME RESIDENCIES

Section 1. The Hospital and the Union recognize that it may be in the best interests of individual House Officers to arrange part-time positions within the bargaining unit. The Hospital agrees to facilitate the provision of such residencies to House Officers. The Chiefs of Service will inform all housestaff in writing of the availability of part-time residency positions on or prior to the date on which offers of reappointment are sent out.

Section 2. Part-time House Officers shall receive a salary proportional to the percentage of time in service at his/her level of appointment.

House Officers in residencies shared in accordance with federal guidelines shall be compensated in proportion to the share of the position they accept. Sick leave for part-time House Officers shall be accrued on a pro-rata basis.

## ARTICLE XVIII – EQUAL OPPORTUNITY

Section 1. The Union and the Hospital support Equal Opportunity in the recruitment and retention of minority physicians at BMC (The Minority Recruitment Program or "MRP"). Any change in the minority groups that are the focus of recruitment and retention efforts shall be subject to approval by the Steering Committee, defined in Section 3 below.

Section 2. The Hospital agrees to fund a program for the recruitment and retention of minority housestaff and faculty in the amount of \$84,500 each year, for the length of the contract.. The Hospital shall also provide the annual salary and benefits for a full-time, dedicated program manager, as set out in a letter of agreement by the parties (*see* Side Letter 3).

Section 3. The Program Manager shall produce an annual report providing an overview of the program's accomplishments including data on recruitment and retention efforts. The annual report shall be produced no later than 2 months after the end of the academic year. The Program Manager shall also provide minutes from the Steering Committee Meetings, which shall be held at least once per quarter. A discussion among the members present at the committee meetings shall determine who will be responsible for taking such notes and producing a draft for distribution by the Program Manager.



Section 4. All funds described in Section 2 shall be administered by a Steering Committee of equal numbers of Union members (designated by the Union) and the Hospital attending staff (designated by the Hospital), the Designated Institutional Official or his/her designee, and the Director of the Union or his/her designee. The Program shall follow all Hospital procurement and employment policies.

Decisions regarding the allocation of the fund shall be made by the above Steering Committee. The Director of the Office of Graduate Medical Education or his/her designee shall be responsible for the disbursement and monitoring of such funds.

Section 5. At the discretion of each clinical department, for the purpose of supporting equal opportunity goals, a senior House Officer (designated by the Union) shall participate in meetings relative to the ranking of applicants for hire as House Officers. The Union acknowledges that it has no role in the hiring of faculty.

Section 6. Clinical departments shall make a good faith effort to release House Officers for the purpose of attending recruitment events.

Section 7. Each service at the Hospital will send to the Steering Committee a yearly statement of goals, methods of implementation, and achievement in the recruitment of minority interns, residents, fellows and faculty. These statements shall include data on the total number of applicants, and the number of minority applicants interviewed, ranked, and hired. The MRP will work with each service to create relevant professional development opportunities for minority interns, residents, fellows and faculty, where such opportunities are lacking.

Section 8. Should the Hospital and the Union fail to reach agreement on a successor contract by September 30 of the last fiscal year provided for in Section 1 above, the Hospital 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 Hospital and the Union.

## ARTICLE XIX – WORKING CONDITIONS

Section 1. On-Call Rooms. The Hospital agrees to provide:

(a) On-call rooms with adequate ventilation, functioning bedside lights, shades, functioning heat control, and air conditioning, adequate linen and towels, adequate beds, and adequate pest control.

(b) Functioning telephones inside every on-call room that can both receive incoming calls and make internal calls. Provide access to Metropolitan area telephone on each floor where House Officers on-call rooms are utilized.

(c) Keys shall be issued to chief residents of each service for on-call rooms. Security and housekeeping shall maintain a master key system. Broken or lost keys, as well as lock repairs, must be reported to the security office on the proper requisition form provided by the plant office.

(d) Safe and secure call room and bathroom areas, with locks that can be operated both inside and outside the room for all on-call rooms and bathrooms.

(e) Linen will be changed on all inpatient call room beds on a daily basis, including weekends and holidays. On Dowling 6, call room linens will be changed Monday - Friday, with extra linens readily available on the weekends.

(f) Designated bathrooms for male and female House Officers on Dowling 6 with full shower, toilet, and sink facilities.

(g) Available and adequate bathroom and shower facilities.

Section 2. Parking. The Hospital shall provide adequate, accessible, on-site parking to House Officers 24 hours a day, seven days a week. This parking shall be located within approximately 3 blocks from the Hospital. The parking site and the area leading to it shall be paved, fenced, well lit and regularly patrolled after dark to ensure safety. There shall be an escort service to drop employees at their cars during non-daylight hours at all hospital parking areas and to pick them up from all parking areas if they are coming in to the Hospital during non-daylight hours. Parking shall be subject to a fee negotiated between the Hospital and the Union.

Section 3. Text Pagers. The Hospital and the Union agree that all House Officers assigned to the Hospital with continuing care responsibilities shall have text pagers. The Hospital paging system will be staffed and equipped to respond to all telephone pages requests in a timely fashion and replacement batteries shall be available 24 hours, 7 days a week in an easily accessible location, one located in the Menino Pavilion and one in the East Newton Pavilion.

All text pagers will be returned to the department prior to the close of the last day of service, whether rotating to another hospital or upon severance of employment with the Hospital or be subject to a payroll deduction equal to the replacement cost of the beeper.

In the event of loss or theft of a text pager, the House Officer shall be entitled to one replacement text pager at no charge to the House Officer. The Hospital will repair or replace malfunctioning text pagers at no charge to the House Officer.

Section 4. Safety and Security. There shall be limited access into the hospital complex. An effective identification system for employees, visitors, and patients shall be maintained at all times. The hospital will provide a security escort system for all House Officers whose patient care responsibilities require them to go from one campus to another after 5 p.m. or after dark, whichever is sooner. When a House Officer indicates that an emergency escort is needed, said request will be given priority. House Officers will use such designation only in an emergency.

The Hospital shall make every good effort to provide transportation to Back Bay, Copley and Broadway Stations during non-daylight hours upon request. The Hospital shall provide \$10,000 per contract year for a Taxi Program. The Union may determine how such money is distributed between the extended-shift taxi program and local taxi program. House Officers using the Taxi Program must follow the rules and procedures established by the parties.



Section 5. Health and Safety. The Hospital and the Union are committed to providing a safe work environment. The Hospital and the Union agree to establish a health and safety committee composed of one bargaining unit member from each union and an equal number of members from management, including the chair of the Hospital Safety Committee. The Committee shall meet to consider and develop recommendations on health and safety matters including, but not limited to such topics as: infectious disease, chemical hazards, security and physical safety, radiation, engineering controls and any related educational issues associated with these concerns. All conclusions reached by the health and safety committee and recommendations of that committee shall be forwarded for consideration by the Hospital Safety Committee.

Section 6. Lockers. Each House Officer while rotating through the Hospital shall be assigned a locker. All department chiefs shall implement a system of assignment. Each House Officer shall be responsible for providing a lock.

Section 7. House Officers Diagnostic Testing Agreement. Laboratory services are a crucial part of both the delivery of patient care and housestaff training. Towards these ends, both parties agree that:

1. House Officers are able to perform the PPM (provider performed microscopy) tests listed below. It is presumed that they have acquired appropriate training in medical school.

The tests are:

- a. Direct wet mount preps for bacteria, fungi, parasites, and human cells
  - b. KOH preps
  - c. Pinworm examinations
  - d. Fern tests
  - e. Post-coital direct, qualitative examinations
  - f. Urine sediments
  - g. Nasal smears for granulocytes
  - h. Fecal leukocyte examinations
  - i. Qualitative semen analysis for presence and mobility of sperm
2. Boston Medical Center's Point of Care testing program provides specialized, specific service to patient care units throughout the Medical Center. This testing is performed by either nursing or medical staff after training is completed.

These physician / house officer performed tests are:

- a. hemoglobins
- b. urine dipsticks
- c. cooximetry (cath lab only)
- d. pregnancy tests
- e. clotting tests (cardio-vascular areas only)
- f. nitrazine tests
- g. occult blood testing

3. Sites where testing is done outside of the Laboratory will include: Menino Pavilion Emergency Department, Adult Urgent Care Center, Labor and Delivery, NICU, Normal Newborn Nursery, ACC Primary Care, ACC 4 Women's Center, and Newton Pavilion Emergency Department. The Hospital shall be responsible for routine housekeeping services for all areas where testing is done and shall provide routine maintenance of all equipment including microscopes and safety equipment. In addition, the Hospital shall provide all reagents and other disposable items needed for the performance of tests. The Hospital shall provide necessary supplies and a system for weekly inventory and restocking.
4. House Officers shall be responsible for the proper disposal of specimens upon completion of testing. Bench tops are to be cleaned at least daily by House Officers. The Hospital will provide cleaning materials.
5. The Hospital shall provide 24 hour, 7 day per week availability of work space, microscopes and technical staff to train the house officers in both the Menino and Newton Pavilion Laboratories for the review of diagnostic tests that are not available outside of the Labs. These services shall encompass microbiology, hematology, and chemistry tests.
6. House Officers agree to:
  - a. Not interfere with the ability of laboratory technical staff to provide needed patient service;
  - b. Replace slides and educational materials to their original locations;
  - c. Not remove clinical material from the laboratory;
  - d. Leave work areas and equipment in the condition in which they were found.
  - e. If they wish to perform tests that require documentation of competency, House Officers agree to complete the BMC intranet tutorial on point of care testing and e-mail the results to the POC testing coordinator.
7. Problems with point of care testing must be directed to the POC testing coordinator for resolution; unresolved issues will be brought to the Ancillary Services Committee.

Section 8. Formaldehyde. Recognizing the extremely irritant and potentially carcinogenic properties of formaldehyde, the Hospital shall institute whatever work practices are necessary so that the ambient levels of formaldehyde vapors do not exceed the OSHA limit of 0.5 parts per million (8 hours time weighted average exposure). Copies of test results shall be made available to the Union upon request.

Section 9. Housestaff Participation on Hospital Committees. Subject to operating needs, House Officers designated by the Union to serve on hospital committees will be freed from their clinical duties to attend committee meetings. The Union will provide the Director of Labor Relations with a list of participants and meeting times.



## ARTICLE XX – BENEFITS

Section 1. Health Insurance. House Officers shall be eligible for medical insurance on the first day of active employment, excluding orientation. Medical insurance premium increases during the life of the Agreement will be paid for by the Hospital based on the following percentages of the average weekly premium of all medical insurance plans (excluding the highest and the lowest costing plans:

<u>Individual</u>	<u>Individual +1</u>	<u>Family</u>
85%	85%	85%

The Hospital shall deduct from the House Officers' medical insurance premium cost the amount, if any, provided to BMC employees as a flexible spending credit.

As of July 1, 2013, the Hospital offers the following medical insurance plans:

- a) Boston Medical Center Select
- b) BMC Tiered HMO
- c) Harvard Pilgrim Health Care PPO

Section 2. Domestic Partners. The Hospital will extend domestic partnership coverage (same sex only) to all House Officers, consistent with the Hospital's current practice regarding domestic partner coverage for other employees.

Section 3. Dental Insurance. The Hospital's monthly dental insurance plan premium contribution shall be \$4.00 per month for any House Officer who elects to participate in a Hospital dental insurance plan.

Section 4. Disability Coverage. The Medical Center will contribute, annually, the sum of \$122.00 per House Officer for the purchase of short and long term disability coverage provided by the Voluntary Hospitals Staff Benefits Plan of the Committee of Interns and Residents.

Should the cost of this insurance benefit increase over the life of this Agreement, the Union shall notify the Hospital's Vice-President of Human Resources in writing not later than May 1, 2010. Upon a demonstration of that increase the Hospital shall increase its contribution to not more than \$132.00 per House Officer annually. Such increase shall take effect, if at all, effective October 1, 2010.

Section 5. Life Insurance. The Hospital will provide all eligible House Officers with life insurance and/or accidental death and dismemberment insurance at no cost to the House Officer equal to one (1) times their base annual salary. House Officers may also purchase additional life insurance at one (1), two (2) or three (3) times their annual salary consistent with the rates BMC obtains for such coverage.

Section 6. Flex Spending Account. The Hospital shall make available to eligible House Officers, at no cost to the Hospital, a Flexible Spending Account not to exceed \$5,000 per House Officer for child and dependent care and not to exceed \$2,000 per House Officer for eligible out-

of pocket medical expenses. The account will be administered by the Hospital in accordance with Internal Revenue Code and implementing regulations.

Section 7. Employee Health Service. The Hospital shall continue to staff and maintain an employee health service.

Section 8. Insurance Substitution. The Hospital shall have the right to eliminate or substitute carriers, plans, and/or administrators, as long as a range of medical insurance plans comparable to those set forth above is offered and the union is notified about insurance carrier or insurance plan changes subject to Article I, Section 2.

Section 9. Voluntary Benefits. Effective January 1, 2013, House Officers may participate in the following voluntary benefits administered by the Hospital:

- Vision Care Plan
- Life Insurance for Your Dependents
- Legal Plan-MetLaw

## ARTICLE XXI – MISCELLANEOUS

Section 1. Union Space. The Hospital shall continue to provide the Union with office/meeting space in or adjacent to the hospital. If this space is leased by the Hospital, the Union shall reimburse the Hospital for the amount it costs the Hospital. The Union will assume the cost of the Union's telephone service. This office shall include a desk, computer and phone provided by the Hospital and designated for use by the program manager specified under Article XVIII (Equal Opportunity) for the recruitment of minority physicians ("The Minority Recruitment Program").

Section 2. List of Officers. A written list of Union officers and other representatives in each department shall be furnished to the Hospital, including the Director of Labor Relations, immediately after their designation, and the Union shall notify the Hospital of any changes.

Section 3. Health Sciences Library.

(a) The Hospital shall maintain a library, with twenty-four hour accessibility, in the Dowling Building equipped with three (3) computers (with internet access) fully capable of doing on-line medical searches and running CD-ROMs, and one (1) laser printer capable of downloading CD-ROM databases. The Hospital will provide access to all on-line medical journals and textbooks through the BU Alumni Medical Library.

The Hospital shall dedicate \$10,000 annually to a fund jointly administered by the Union and the Office of Medical Affairs for the purchase of medical informatics, and necessary supplies, including copy cards for the BU Alumni Medical Library. The Union shall have the responsibility of ordering the informatics and supplies. The Hospital shall have the responsibility of purchasing and maintaining the computer equipment and printer.



(b) The Hospital shall provide a Resource Room for House Officers adjacent to the Dowling satellite library large enough to accommodate at least fifty (50) people. The Hospital and the Union agree to discuss the feasibility of providing a Resource Room for House Officers on the East Newton Pavilion, at the Hospital-Union Committee.

Section 4. Work Environment. The Hospital shall make a good faith effort to ensure that the work environment of the CIR/SEIU members shall be clean, free of pests, well lighted, well supplied, adequately ventilated with heat control and generally well maintained.

Section 5. Patient Care Fund. There shall be established an annual Patient Care Fund whose purpose is to provide for the purchase of equipment, supplies, educational materials and other items deemed to be of benefit to patients at Boston Medical Center and its affiliated health centers. The Fund shall be administered by a representative group of House Officers, all members of the Committee of Interns and Residents/SEIU. The Fund shall be set at \$35,000 annually. All expenditures must be approved by the Director of Medical Affairs or his/her designee. All purchases shall be subject to the Hospital's purchasing and procurement policies and procedures.

Section 6. On-Call Meals. Residents on duty will have access to adequate and appropriate food services 24 hours a day, 7 days a week. The Hospital agrees to provide all House Officers who are on-call at BMC, with one (1) free dinner (limited to a cost of not more than \$8.00) and one (1) free post-call breakfast OR lunch (limited to a cost of not more than \$5.00) in the main BMC cafeterias (Menino, East Newton and Shapiro cafeterias) or in the Outtakes Kiosk, or provide meals by stocking refrigerators when a cafeteria is not open on weekends and/or holidays. All House Officers and fellows are eligible at all times for the Hospital's employee discount upon presentation of their BMC identification badge. For the purposes of this section, House Officers assigned to at-home call will be eligible to receive: a) the free on-call dinner if their duties require them to remain in the Hospital past 5:00 pm, and b) the on-call breakfast if they are called into the Hospital in the middle of the night and remain there until the next morning. The parties agree to meet and discuss issues of abuse. In the event that providing on-call meals at the Shapiro cafeteria disrupts the normal services of the cafeteria the parties agree to negotiate over continued access to on-call meals at the Shapiro cafeteria.

When the Menino, Shapiro or Newton Pavilion cafeteria is unavailable for on-call meal service, the Hospital shall provide on-call meals (dinner and post-call breakfast) at the affected pavilion between 7:30 am – 9:00 am and 5:00 pm – 6:30 pm at no cost to the House Officer. Hot, cold and vegetarian options will be available. A designated eating area for House Officers will be identified by the Hospital in the event that either cafeteria is closed to food service. The Hospital shall meet with the Union to discuss improving the quality of the cafeteria and other food services and the availability of nutritious food to House Officers. Any planned changes to the current on-call meal service will be discussed with the Union in the Labor-Management Committee, as set forth in Article X.

The Hospital shall provide fresh pre-packaged salads and/or sandwiches for on-call residents who cannot leave their patient care duties to get dinner in the cafeteria prior to closing.



Section 7. ACLS/PALS/ATLS Courses. The Hospital shall provide or pay for ACLS (including PALS and NALS) and/or ATLS classes and materials for all housestaff who are required to have such certification or recertification in the performance of their duties.

Section 8. Departmental Orientations. The Hospital shall ensure that the Union is allotted a reasonable time at all departmental orientation sessions in order to disseminate information concerning the Union and its benefit to new housestaff. Each year, the Hospital shall provide to the Union a list by department of all new interns, residents and fellows at least two [2] weeks prior to orientation.

Section 9. Health and Wellness. House Officers may schedule routine medical and dental appointments throughout their residency and obtain care for urgent medical/dental issues that may arise. House Officers shall schedule such appointments at times that are least disruptive to their scheduled duties, but shall be afforded adequate time to attend such appointments if this is not practicable.

The Hospital and the Union agree to collaborate on developing a list of both internal and external resources for residents in crisis.

Section 10. Uniforms. The Hospital shall provide each House Officer with three (3) white coats in their first year of residency, and two (2) for each successive year of their residency.

Section 11. Vacation Schedules. The departments shall provide returning House Officers with their vacation schedule at least four [4] weeks prior to July 1 of each year.

Section 12. Licensure. The Hospital shall pay for the limited licensing fee of all House Officers. All House Officers who are not eligible for a limited license and incur the cost of obtaining a full license to train at Boston Medical Center (defined as incurring the cost up to a maximum of 6 months prior to commencing training at BMC) will be reimbursed by the hospital in the amount of the cost of a limited licensing fee. House Officers must provide the hospital with proof of licensure payment by June 1 of the academic year for which the license was purchased in order to receive reimbursement. The hospital will reimburse House Officers within 45 days of receiving proof of payment.

Section 13. Attendance at National Convention. The Hospital shall grant leave to no more than nine (9) duly elected delegates and (2) duly elected national officers to attend the National CIR convention, for no more than three (3) days, provided that the delegates provide their programs written notice of the dates of the leave no later than March 15, or sixty days prior to the start of the leave, whichever is greater. If a House Officer attending the National CIR Convention is scheduled to work during any of these three (3) days, the House Officer shall make a good faith effort to switch with a colleague, subject to approval of the program. If such a voluntary switch is not possible, the Hospital shall adjust schedules so as to permit the unpaid leave. If necessary, emergency coverage shall be invoked to cover these absences, without extra on-call pay. Personal days may be used to make this a paid leave for those elected delegates who choose to do so, but the House Officer is not required to do so. This paragraph is not subject to the Grievance and Arbitration Articles of the contract.



Section 14. Political Education Fund. A House Officer may consent in writing to the authorization of the deduction of a political education fee from his/her salary and to the designation of the Union as the recipient thereof. Such consent shall be in the form acceptable to the Employer and shall bear the signature of the employee. An employee may withdraw his/her political education fund fee authorization by giving at least sixty (60) days notice in writing to the Employer. No later than thirty (30) days after submission of the written authorization of deduction, the Employer shall begin deducting such political fund fee from the pay of House Officers who request such deduction and shall transmit deductions to the treasurer of the Union together with a list of House Officers whose political education fund fees are transmitted at the same time that dues deduction are transmitted. The Hospital shall incur no liability to the Union should it fail to take deductions within the thirty (30) days.

Section 15. Backup Child Care. The hospital shall contribute \$4,500 for the Parents in a Pinch retainer fee each year. In the event of an increase in the dollar amount of the fee, the parties agree to meet to discuss the hospital's contribution.

#### ARTICLE XXII - Quality Improvement

The parties recognize that they have shared interests in ensuring effectiveness and efficiency in the delivery of patient care and in improving clinical outcomes and patient satisfaction. The parties also recognize the important role that residents play in many of the processes that contribute to these shared interests.

#### ARTICLE XXIII – NO STRIKE/NO LOCK OUT

Section 1. CIR/SEIU and its members shall not directly or indirectly authorize, participate in or sanction a strike (including a sympathy strike) or other disruption of the Hospital's operations.

Section 2. In consideration for this no strike pledge by the Union, the Hospital shall not lock out its House Officers.

Section 3. In the event of an alleged violation of this Article, the aggrieved party shall not be required to adhere to the grievance and arbitration procedure of this agreement. The aggrieved party may institute special arbitration proceedings regarding such violation by facsimile or electronic mail notice thereof to the other party and the American Arbitration Association which shall, immediately upon receipt of such telegraphic notice, appoint an arbitrator to hear the matter. The arbitrator shall hold a hearing within twenty-four [24] hours after his/her appointment, upon facsimile or electronic mail notice to the Hospital and the Union. The fees and other expenses of the arbitrator in connection with this arbitration proceeding shall be shared equally by the Hospital and the Union. The failure of either party or any witness to attend the hearing as scheduled and noticed by the arbitrator shall not delay said hearing and the arbitrator is authorized to proceed to take evidence and issue an award and order as though such party and/or witness were present. The arbitrator shall have jurisdiction to issue a cease and desist order with respect to such violation and such other relief as he/she may deem appropriate to promptly terminate such violation. No opinion shall be required by the arbitrator but only a

written award and order which shall be issued at the hearing. Such award and other order shall be confirmed and specifically enforced by any court of competent jurisdiction upon the motion, application or petition of the aggrieved party.

#### ARTICLE XXIV – SUCCESSORSHIP

Section 1. If the ownership, operation or control of the Employer is changed through sale, acquisition, merger, or other similar business transaction, and the succeeding entity, whether a public or private enterprise, continues to operate a health care facility of the same general nature as the Employer, the Employer will include as a term of such transaction that the succeeding entity will recognize the Union within the same bargaining unit as existed before the transaction, and be bound by the terms of this Agreement. The Employer's obligation to the Union will be satisfied upon the inclusion of the term in any such transaction.

Section 2. If the transaction, including the Employer's inclusion of the terms set forth in paragraph 1 above, requires statutory authority, the Employer's obligation will be satisfied if the Employer proposes and in good faith supports statutory language which includes a provision that the succeeding entity will recognize the Union within the same bargaining unit as existed before the transaction, and be bound by the terms of this Agreement.

#### ARTICLE XXV – STABILITY OF AGREEMENT

Section 1. No agreement, understanding, alteration or variation of the agreements, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2. The failure of the Hospital or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Hospital or of the Union to future performance of any such term or condition, and obligations of the Union and Hospital to such future performance shall continue in full force and effect.

Section 3. Should any provision of this Agreement be held unlawful by a court or administrative agency of competent jurisdiction, all other provisions of this Agreement shall remain in force for the duration of the Agreement.

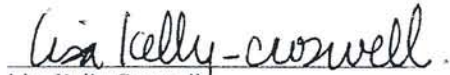


ARTICLE XXVI – DURATION OF AGREEMENT

This Agreement is for a period of three (3) years in duration and, except as otherwise provided herein, shall take effect as of the date of execution and shall continue in full force and effect until superseded by a new collective bargaining agreement. After June 15, 2013 the Union or the Hospital may notify the other of the terms and provisions it desires in a successor agreement. Notification under this Section shall be accomplished by the Union delivering a copy of its proposals to the Human Resources Department, or vice versa.

In Witness Whereof, the parties hereto have caused their names to be subscribed as the duly authorized officers and representatives on this 1<sup>st</sup> day of October, 2013.

BOSTON MEDICAL CENTER



Lisa Kelly-Croswell  
V.P., Human Resources

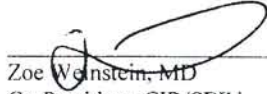


Michael Bernardo, Esq.  
Labor & Employment Counsel

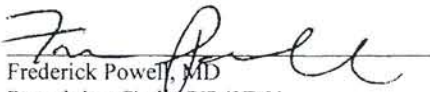


Maxine Kessler  
Designated Institutional Official

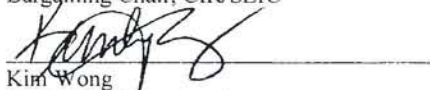
COMMITTEE OF INTERNS AND  
RESIDENTS/SEIU



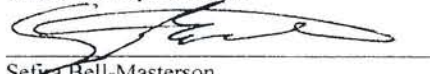
Zoe Weinstein, MD  
Co-President, CIR/SEIU



Frederick Powell, MD  
Bargaining Chair, CIR/SEIU



Kim Wong  
CIR/SEIU Representative



Selina Bell-Masterson  
CIR/SEIU Representative

## Side Letter 1 - Parking

1. Monthly Parking Program. House Officers shall pay \$84.46 per month, effective February 5, 2012 to participate in either the automatic payroll deduction parking program or the non-payroll deduction parking program. Should the price of monthly parking increase after September 30, 2013, the Hospital and the Union shall meet to negotiate regarding the increase. In the event that the parties are unable to reach agreement, the House Officers and the Hospital will share the cost increase equally.

a. Automatic Payroll Deduction Parking Program shall be pre-tax. All participating House Officers must complete and return the required paperwork to the Boston University Office of Parking and Transportation (OPTS), when either signing up for the deduction program or removing themselves from the program.

b. Non-Payroll Deduction Parking Program is not pre-tax. House Officers may continue to pay for parking on a month-to-month basis through the OPTS and if they so choose, they may also purchase this parking in two-week blocks. The BMC will use its best efforts to have this option continue, however it cannot guarantee the continuing availability of this option. Should problems arise with the two-week parking payments, the parties shall meet and where possible come to resolution.

2. Occasional Parking Program. House Officers whose clinical responsibilities require them to work at other institutions may, during that time, purchase a packet of 12 occasional parking tickets. House Officers shall pay 50% of the rate set for these packets by OPTS, but in no event shall the cost of such packet be less than monthly parking cost to the House Officers. House Officers shall be limited to the purchase of four (4) subsidized parking packets per year.

The Hospital agrees to explore options for occasional parkers to use the 610 Albany St. Garage, including the installation of a daily ticket reader. If the Hospital determines that changes in the implementation of this program are necessary, it shall meet with the Union to bargain regarding the impact of such changes.

3. Night Float Parking Program. House Officers who do not participate in the monthly parking program, are scheduled for 1-2 weeks of night float and for the rest of the month would not be parking at BMC (e.g. on vacation, away rotation or do not drive to work) may park in one of the Albany Street Garages, to be determined by the Hospital, between the hours of 3:00 pm and 8:30 am. House Officers using the night float parking program must follow the rules and procedures established by the parties. The Hospital shall continue to contribute \$2.00 toward the cost of each Night Float parking sticker. If OPTS increases the rate charged for the parking packets used in this section (c), the parties will meet to negotiate the distribution of cost for such parking between the House Officer and the Hospital.

4. Implementation of System to Collect Parking Data. The Hospital shall make good faith efforts to ensure that the Boston University Medical Center (BUMC) Parking Office puts in place a system to reliably track data re: House Officers' usage of all parking programs.

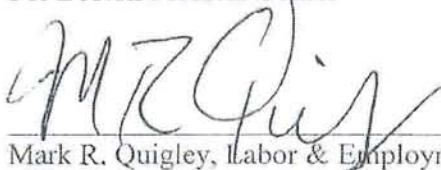


5. MBTA Pass Program. House Officers who elect not to participate in the BMC parking program may be eligible for a 30% MBTA pass subsidy offered by the Office of Parking and Transportation Services (limit of 1 pass per person per month).

6. Bike Racks. The Hospital shall make good faith efforts to provide Bike Racks in safe, secure and convenient locations near the Menino and East Newton Pavilions and, where feasible, in the Hospital's judgment, in areas protected from the elements.

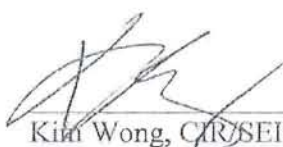
7. Shuttle Service. All House Officers shall be eligible to use a shuttle service from the Hospital to the 610 Albany St. Garage, should the Hospital offer such a service.

For Boston Medical Center



Mark R. Quigley, Labor & Employment Counsel

For CIR/SEIU



Kim Wong, CIR/SEIU Representative

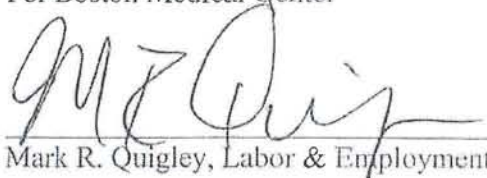
Date October 1, 2011

## Side Letter 2 - Disability

The Medical Center agrees to contribute the sum of \$122.00 per House Officer per year to the CIR Voluntary House Staff Benefits Plan (the Plan) to provide short and long-term disability coverage to all House Officers covered by this Agreement under the following terms and conditions:

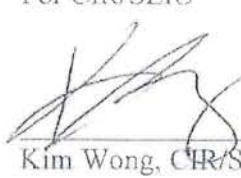
1. The Plan operates on a July 1 - June 30th fiscal year.
2. The Plan will bill the Medical Center monthly for disability coverage.
3. Bills will be sent within the first week of the month for which coverage is being billed.
4. The Medical Center is responsible for providing the Plan with a list of eligible House Officers on or about July 1 of each year, as well as any additions and deletions of House Officers over the course of the year so that the Plan can generate accurate bills and the Union can make certain that all newly eligible House Officers complete Plan enrollment cards in a timely fashion.
5. Should the cost of this benefit insurance increase over the life of this Agreement, CIR/SEIU shall notify the Hospital (Vice-President of Human Resources) in writing not later than May 1, 2010. Upon demonstration of that increase, the Hospital shall increase its annual contribution to not more than \$132.00 per house officer. Such increase shall take effect, if at all, effective October 1, 2010.

For Boston Medical Center



Mark R. Quigley, Labor & Employment Counsel

For CIR/SEIU



Kim Wong, CIR/SEIU Representative

Date October 1, 2012




Side Letter 3 - Joint Labor-Management Work Hours Committee

The parties shall convene a joint labor-management committee, chaired by the Head of the GME Committee, and consisting of a mutually agreed equal number of representatives from the Union and Hospital within ninety (90) days of contract ratification to meet periodically to discuss such matters as:

1. 24-Hour Call: Rotations where the consecutive hours worked are routinely greater than 24 hours, with the goal of eliminating such excessive hours, including post call outpatient clinics. The Committee shall consider both patient care activities and education activities when reviewing such rotations.
2. Home Call: Programs with home call schedules where the volume of clinical service and/or frequency of the call schedule significantly impact the House Officers' sleep.
3. Stress Management: The Committee shall discuss appropriate annual trainings for House Officers about managing stress and training for Program Directors about addressing residents in crisis.

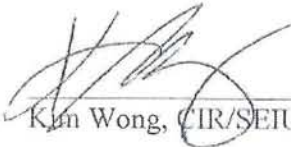
The Committee's recommendations regarding the above topics shall be presented to the Chief Medical Officer who shall exercise his or her judgment to determine the implementation of all or part of such recommendations.

For Boston Medical Center



Mark R. Quigley, Labor & Employment Counsel

For CIR/SEIU



Kim Wong, CIR/SEIU Representative

Date October 1, 2012

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