



Collective Bargaining Agreement

Between

Howard University Hospital

and the

Committee of Interns and Residents/SEIU

July 1st, 2021 - June 30, 2025

Committee of Interns and Residents (CIR)

National Affiliate of Service Employees International Union (SEIU)

The Committee of Interns and Residents/SEIU (CIR/SEIU) represents over 22,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California, New Mexico and Puerto Rico. 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 Howard University Hospital, provides for salaries, leave time, a due process procedure in disciplinary cases, a grievance procedure, and other issues of concern to Housestaff.

Know your rights and benefits – read your CIR contract!

Committee of Interns and Residents/SEIU

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**COMMITTEE OF INTERNS AND RESIDENTS,
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 1957**

AND

**HOWARD UNIVERSITY HOSPITAL
COLLECTIVE BARGAINING AGREEMENT**

Effective:

JULY 1, 2021 to JUNE 30, 2025

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PREAMBLE

This Agreement is entered into this ____ day of _____, _____, by and between Howard University Hospital (hereinafter referred to as “HUH”, the “Hospital” or the “Employer”) and Committee of Interns and Residents, Service Employees International Union Local 1975 (hereinafter referred to as “CIR/SEIU” or the “Union”).

ARTICLE 1 - RECOGNITION

Section 1. The Hospital recognizes the Union as the sole and exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours, and all other terms and conditions of employment for all full-time and regular part-time interns, residents, chief residents and fellows employed by the Employer at 2041 Georgia Ave. N.W., Washington, DC 20060, but excluding all other employees, office clerical employees, managerial employees, guards, and supervisors as defined by the National Labor Relations Act.

Whenever the word “Residents” is used in this Agreement. it shall be deemed to mean interns, residents, chief residents and fellows in the bargaining unit covered by this Agreement as defined above.

ARTICLE 2 - CIR/SEIU DUES AND SECURITY

Section 1. All Residents covered by this agreement on or by the 31st day following the effective date of this agreement or on or after the 31st day of being hired shall, as a condition of employment, either:

- b. become and remain members of the CIR/SEIU in good standing during the term of their employment, it being understood that membership in good standing on the part of a Residents shall mean the tender by such Resident of such periodic dues uniformly required as a condition of membership, or
- c. pay an agency fee to the Union to cover the Resident's fair share of expenditures made by the Union for matters that are germane to collective bargaining.

No discrimination or reprisal shall be visited against any such Resident by either party based upon membership or non-membership in the CIR/SEIU.

Section 2. The Hospital agrees to forward said dues, agency fees in addition to any COPE Fund deductions to CIR/SEIU by the 20th day of the month after they are collected.

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

Section 4. The Hospital shall ensure that CIR/SEIU is allotted a reasonable presentation time in a hospital-wide resident orientation sessions. Each year, by May 21, the Hospital shall provide to CIR a list - by department - of all new incoming Residents, including the personal email address for each new Resident, provided that the Resident has provided his/her personal email address to the Office of Graduate Medical Education ("GME") by that date.

Section 5. By July 15th of each year, the Hospital shall forward to CIR/SEIU a complete list of Residents in the bargaining unit, compiled from the Hospital's records. which list shall include designation by post graduate years, and fellowship titles, if any, and home or mailing address. Changes to such list shall be forwarded to CIR/SEIU monthly.

ARTICLE 3 - MANAGEMENT RIGHTS

Section 1. All management functions, rights, responsibilities, and authority not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Hospital.

Without any way limiting the scope of the retention of rights set forth in the foregoing paragraph, the parties recognize that the Hospital's functions, rights, responsibilities, and authority include, but are not limited to: the full control, planning, management, and operation of its business and facilities; the determination and scope of its activities and/or treatments, procedures, or services to be offered, developed, eliminated, modified or used, and all methods pertaining thereto, including the location, size, and number of units, departments, and facilities; the right to introduce new methods or improved methods of operation; the determination of material parts, products, machinery, and equipment to be acquired, utilized, or discontinued, and the layout and scheduling thereof; the determination of hiring; the right to discipline, suspend, demote, discharge Residents for just cause; the right to promote, assign, and train Resident; the determination of qualifications for Residents; the establishment and administration of policies, procedures, and standards relating to the Program; the right to establish, change and abolish its policies, regulations, practices and standards/codes of conduct and to adopt new policies, regulations, practices and standards/codes of conduct; and to assign duties to Residents in accordance with the needs requirements of the Hospital, as determined by the Hospital; the right to require Residents to submit to a medical examination by the Hospital; the establishment of quality and performance standards, procedures, and evaluations; the right to determine, increase, or decrease staffing for any unit or department; the determination of Resident schedules and the right to require Residents to work beyond regularly scheduled hours provided that doing so does not violate ACGME requirements; the right to utilize, assign and/or transfer Residents as necessary in the interest of operational efficiency and patient care; the right to introduce new or improved procedures methods, treatments, services, machinery, or equipment; the determination of which of its units, departments, facilities, or services, or any part thereof, shall be opened, operated, relocated, shut-down, sold, transferred or abandoned; the right to enter joint ventures; the determination of the duties to be assigned to Residents; the right to select lead and supervisory personnel and the assignment of their work including, including the right to assign supervisors work normally performed by members of the unit covered by this Agreement; the staffing of equipment and the right to change, increase, or reduce the same; the right to maintain

order and efficiency and to issue, modify, and enforce rules, regulations, and policies governing Resident conduct and Hospital operations.

Section 2. The Hospital shall retain the sole right to suspend, discipline, demote, disqualify, remove, and discharge Residents for just cause in accordance with the express and specific terms of this Agreement.

Section 3. The Hospital's failure to exercise any right, prerogative, or function hereby reserved to it, or the Hospital's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Hospital's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 4 - ACCESS/UNION REPRESENTATION/COMMUNICATION

Section 1. The Hospital will have the right to enforce all access rules and regulations.

Section 2. Up to three (3) representatives of the Union or their designees shall be permitted access to a Hospital function room at mutually agreeable times, upon prior notification to the Hospital.

Section 3. There shall be no Union business conducted during an employee's work time or in any patient care area.

Section 4. The Union is responsible for providing written notification to the Hospital's Director of Employee and Labor Relations and the GME Administrator as to the residents officially designated to act as representatives of the Union within ten calendar days of their appointment.

Section 5. A resident Union representative shall perform his/her assigned duties and shall not leave his/her assigned department/ unit during work hours to conduct Union business without the expressed approval of the Program Director.

Section 6. Within 30 days of the ratification of this Agreement, the Hospital shall designate one room in the Hospital which shall serve as the union office for the purpose of conducting union business by Residents who are Union representatives and whom the Union has identified to the Hospital pursuant to Section 4 of this Article. Upon two business days' prior notification to the Director of Human Resources or the Office of General Counsel, one (1) representative of the Union shall be permitted to access the room designated for union business. It is understood that this designated room shall not be used by the non-employee union representative as his/her regular office space.

ARTICLE 5 - NONDISCRIMINATION

Neither the Hospital nor CIR shall discriminate against or in favor of any Resident on account of race, color, religion, age, sex, national origin or ancestry, sexual orientation, marital status, status

as a disabled or veteran, or status as qualified disabled individual, on the basis of CIR membership or any other basis prohibited by federal, state or local laws.

ARTICLE 6 - NO STRIKES/LOCK OUT

Section 1. So long as this Agreement is in effect, the Union will not cause, nor permit its members to cause, or take part in, any strike, including a sympathy strike, slowdown, stoppage of work, sick out, refusal to cross a picket line, planned inefficiency or any other curtailment of work or restriction or interference with the Hospital's operations. Nor will the Union authorize or sanction the same. Upon hearing of any unauthorized strike, slowdown, stoppage of work, sick out, refusal to cross a picket line, planned inefficiency or any other curtailment of work or restriction or interference with the operation of the Hospital as set forth above, the Union shall take any and all necessary action to avert or bring such activity to a prompt termination.

Section 2. During the life of this Agreement, the Hospital shall not lock out any Residents covered hereunder.

ARTICLE 7 - REPRESENTATION ON HOSPITAL COMMITTEES/COLLABORATION

Section 1. The Hospital shall maintain a Graduate Medical Education Committee that has the responsibility for advising on and monitoring all aspects of Residency education. House Staff Officers, selected by their peers, shall serve on the Committee.

Section 2. Residents may participate on a voluntary basis on any Hospital committee which are relevant to their specialties or professional interest.

Section 3. Residents who serve on any Hospital Committee shall be notified of the date, place and time of the committee meeting in advance.

Section 4. All Residents who volunteer for a committee will inform their Program Director of their interest. A Program Director may withhold approval in his/her sole discretion for academic issues.

ARTICLE 8 - LABOR-MANAGEMENT MEETING

Section 1. In the interest of sound labor relations, CIR/SEIU and Howard University Hospital will form a Labor-Management Committee made up of Residents, CIR/SEIU Representatives, and the Hospital DIO and his/her designees (not to exceed 5 individuals each from the Union and Hospital). The Labor-Management Committee shall meet on a quarterly basis to discuss and address issues and concerns. if the Parties agree, additional meetings may be held, but are not required.

Section 2. Capital Budget Fund: The Hospital and union agree that Residents may have input in Capital Fund expenditures. To achieve this, CIR may submit, quarterly, at a Labor-Management

Committee meeting, requests for the purchase of equipment and/or supplies to be used at the Hospital for the improvement of patient care. CIR must demonstrate a reasonable need for such purchases and that they are related to patient care. The Hospital may invite the CEO of HUH or his/her designee to participate in this Labor Management Committee meeting. After the Labor Management Committee meeting, the CEO or designee shall have 60 days to consider CIR's requests and inform CIR in writing if the Hospital rejects or approves the request. The CEO will not unreasonably deny requests.

CIR may submit information requests to prepare for submitting requests. Upon written request from CIR, the Hospital shall provide CIR any policies or timelines regarding the Capital Budget Fund.

Section 3. Neither the discussions of the Labor-Management Committee or the statements of the individual Committee members at Committee meetings are subject to the grievance procedure. Further, no action of the Labor-Management Committee or discussion shall replace the grievance procedure of this Agreement.

Section 4. Subject to the operating needs as determined in the sole discretion of the Hospital, release time will be provided for quarterly labor-management meetings for up to five (5) Residents. Additionally, subject to the operating needs as determined in the sole discretion of the Hospital, release time will be provided for up to five (5) Residents to attend the annual CIR convention, provided that such release will not interfere with the Residents duties and obligations as determined by the Program Director. The Union will provide the Director of Employee/Labor Relations with a list of participants and meeting times at least thirty (21) days prior to the meetings. Requests for release time will not be unreasonably denied.

ARTICLE 9 - MOONLIGHTING

Section 1. Moonlighting is defined as any clinical activity that is optional and separately paid, including work not requiring a physician's license. This definition pertains even if the work is supervised by attending physicians and even if the work is identical to activities that are part of the residency or fellowship program.

Section 2. Approval to moonlight is at the sole discretion of the Program Director, this discretion shall not be arbitrarily applied. The Program Director's decision to deny a request to moonlight is final and not subject to appeal or the grievance and arbitration provisions of this Agreement.

Section 3. Moonlighting must not interfere with the ability of the Resident to achieve the goals and objectives of the educational program.

Section 4. The Resident and Program Director must comply with Howard University Hospital's Moonlighting Policy.

Section 5. PGY-1 Residents may not moonlight and upper level residents are not required or encouraged to moonlight. Prior to engaging in any moonlighting activities, an upper level

Resident must obtain approval from his/her Program Director. The Program Director will answer Resident requests for moonlighting within fourteen business (14) days of the request.

Section 6. The Program Director shall monitor the Resident's performance for the effect of moonlighting upon his/her academic and clinical performance at the Hospital. If adverse effects are detected, the Program Director may, in his or her sole discretion, withdraw permission to moonlight, or the effects of that decision are not subject to the grievance and arbitration provisions in this Agreement.

Section 7. Time spent by Residents in Internal and External Moonlighting will be counted towards the 80 hour maximum weekly hour limit.

Section 8. The Hospital is not any way responsible or liable for the acts or omissions of Residents while moonlighting at another institution. Failure to maintain all licensing required for moonlighting is cause for the program director to withdraw permission to moonlight from the Resident.

Section 9. 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.

Section 10. CIR 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.

ARTICLE 10 - INDIVIDUAL CONTRACTS

Section 1. This article does not apply to situations of program closure or downsizing.

Section 2. To be effective, all offers of appointment must be in writing and signed by the Program Director.

Section 3. The program will make offers of appointment for returning residents by January 15 of the year prior to the beginning of the reappointment period.

Section 4. Any resident whose contract is not renewed must be notified in writing by January 15.

Section 5. If a program is uncertain by January 15 whether to renew a resident's contract, it will give the resident a Conditional Renewal in writing in a meeting with him/her. The Conditional Renewal will specify what aspects of the resident's performance must improve and include a self-improvement plan. Residents who are conditionally renewed must be given a contract or informed of their non-renewal by April 1.

Section 6. If, during the fiscal year in which the offer of appointment is made, a resident is terminated for just cause, the offer of appointment is void.

Section 7. Prior to his/her appointment, each resident must receive a written individual contract consistent with this Agreement, setting forth specific commitments to the resident in terms of:

- (a) term of appointment
- (b) job title
- (c) salary at date of letter
- (d) malpractice insurance

Section 8. All offers of appointment and Conditional Renewal are contingent upon the Resident's successful completion of HUH's credentialing process and continued demonstration of professional and medical competence as determined solely by the Hospital. Residents who fail to successfully complete HUH's credentialing process shall have their offers revoked. Such revocation shall not be subject to the grievance procedures provided in Article 12 of this Agreement nor the grievance and arbitration procedures provided in Article 14 of this Agreement. Residents will not be arbitrarily, capriciously, or discriminatorily selected by HUH for re-credentialing.

ARTICLE 11 - COMPETENCY EVALUATIONS

Section 1. The performance of a Resident is periodically evaluated and based upon the Resident's performance in the six major competencies: 1) patient care, 2) medical knowledge, 3) communication and interpersonal skills, 4) practice based learning and improvement, 5) professionalism, and 6) systems based practice.

Section 2. The supervising Attending(s) at the end of each rotation completes a written evaluation.

Section 3. The Resident will be given the opportunity to review the written evaluation and to include a brief written statement with regard to the contents of a written evaluation, if he/she deems it necessary.

Section 4. A Resident may dispute an evaluation by writing a letter to the program director within 14 days of the Resident receiving the evaluation. If after 30 days the Resident is not satisfied with the action taken by the program director, the Resident can request a meeting with the Director of GME.

Section 5. The Departmental Clinical Competency Committee (CCC) made up of faculty from that department will evaluate each Resident's performance at least semi-annually. If the evaluation is below average or unsatisfactory, an opportunity for improvement of Resident performance may exist.

Section 6. Based on its evaluation of the Resident, the CCC will recommend a course of action to the appropriate Program Director. The Program Director shall, in his/her sole discretion, decide whether or not a self-improvement plan, a mentorship plan or other form of improvement

plan is necessary under the circumstances. The Parties agree that documents reflecting the CCC's deliberative process and its recommendation are confidential and not subject to disclosure.

Section 7. The Program Director shall communicate the evaluation and his/her decision on an improvement plan if one is necessary to the Resident in writing within two weeks of the Program Director's receipt of the recommendation from the CCC. The Program Director's form and elements of an improvement plan is not subject to the grievance and arbitration provisions of this Agreement.

Section 8. An improvement plan is NOT discipline or an adverse action. It concerns improving the professional and medical competence of the Resident. Therefore, no actions or decisions leading to, arising from, or otherwise concerning improvement plans shall be subject to the grievance and arbitration procedures under this Agreement. Removal of a Resident for reasons related to academic, professional, or medical competence is only subject to appeal under the adverse action section of this agreement and shall not be subject to appeal under the grievance and arbitration provisions of this Agreement.

ARTICLE 12 - ADVERSE ACTIONS

Section 1. Adverse actions are disciplinary and include formal written warnings, probations, suspension, other limitations of resident activities in the program up to and including termination, or non-renewal of individual contracts, except as otherwise provided in this Article. The following shall not constitute adverse action for purposes of this Article and shall not be subject to the internal grievance procedure in this Article nor the grievance and arbitration procedure under Article 14 of this agreement:

1. Non-renewal of an individual contract for a Resident on a preliminary track.
2. Non-renewal of an individual contract or non-advancement to the next post-graduate training year for a resident who has failed to complete and pass the USMLE, Step 3/COMLEX, Level 3 (as applicable) within eighteen (18) months of starting his/her Residency training program or as otherwise required by HUH policies in the House Staff Manual.
3. Placing a Resident on paid administrative leave pending investigation of a matter related to Resident's competence, patient care, or licensure.
4. Revocation of a conditional offer of admission to the Residency Program due to a Resident's failure to disclose required information in his/her ERAS application or credentialing application or for failure to successfully complete the credentialing process required by HUH and the Residency Program.
5. Termination of a Resident with a change in immigration status that causes them to lose work authorization.

The Hospital may take such disciplinary action against any Resident who:

- A. Fails to demonstrate an acceptable level of competence or professionalism concerning an academic or clinical matter after implementation of an improvement plan. An academic or clinical matter shall be one that relates to a Resident's acquisition of core competencies as well as the development of the clinical skills necessary to function as a physician in the Resident's medical specialty.
- B. Fails to abide by the By-laws, Rules and Regulations, or policies of the Hospital.
- C. Engages in any egregious activities including, but not limited to, a threat to the welfare or safety of patients, employees, other physicians, or the Hospital.
- D. Falsifies any Hospital document, or falsifies or misrepresents prior training or educational experience.

Section 2. Composition of the Committees.

- a. **Department Education Committee:** Each Program Director, with the concurrence of the department Chairperson, shall appoint an Education Committee. The Program Director or his/her designee shall serve as the Chairperson of the Committee. The Committee shall have a minimum of three members, at least one of whom shall be a Resident. If a conflict of interest with any member arises with respect to a matter to be presented to the Committee, a new representative will be appointed. Whenever possible, no member of the Departmental CCC shall be on that Department's Education Committee.
- b. **Institutional Grievance Review Committee:** The Committee shall be composed of three (3) attending physicians, three (3) members of the house staff and the Designated Institutional Official or his/her designee who shall serve as the Chairperson of the Committee. The Committee members shall not be from the Department against which the Resident has filed a grievance. If a conflict of interest with any member arises with respect to the matter to be presented to the Committee, a new representative shall be appointed. All members shall have equal voting rights.

Section 3. Adverse Action.

- a. When adverse action is contemplated, notice of disciplinary action shall be made in writing, shall include the action taken and the basis thereof, and who determined the adverse action, and shall be given to CIR and the Resident. If no request for a hearing is made by CIR or the Resident pursuant to Section 4 below, the disciplinary action shall become effective and final.
- b. In cases of egregious action or omissions by the Resident which potentially puts at risk the health and safety of a patient and/or hospital staff, the resident may be placed on administrative leave with pay.

- c. The Hospital will provide those Residents who are the subjects of adverse action with reasonable paid time off to attend disciplinary hearings.
- d. When adverse action is contemplated, CIR may exercise its right to request information from the Hospital as representative for the Residents with respect to their terms and conditions of employment. CIR shall be given all requested information at least seven (7) days before the Department's Education Committee hearing.

Section 4. Appealing Adverse Action.

If the Resident wishes to appeal adverse action, the Resident shall provide the Program Director with a written request for reconsideration within two (2) weeks of receiving written notification of the Program Director's decision. otherwise the Resident waives his/her right to appeal.

- a. The Program Director will hold a hearing before the Department's Education Committee within thirty (30) days of receiving an appeal request from a Resident except for extraordinary circumstances. The Education Committee shall allow a Resident at least thirty (30) minutes to make a statement and present documents. This hearing is an informal procedure, and the Resident may not have counsel present. If the Resident so chooses, s/he may be accompanied by a CIR representative who may only consult the Resident during the hearing. The Resident shall be permitted a reasonable amount of time as determined by the Chair of the Committee to privately caucus with the CIR representative during the hearing. The time a Resident spends caucusing shall not count against the Resident's time limits. The CIR representative shall not have a right to advocate or address the committee directly on behalf of the Resident.
- b. The Resident shall be given at least one (1) week's advance notice of the names of the Education Committee, as well as the date, time. and place at which the Department's Education Committee will meet to discuss the Resident's appeal..

During the hearing, the Resident shall have the burden to show that the decision being appealed was clearly erroneous in one or more material ways. The Education Committee may decide to uphold, modify or reject the proposed disciplinary action. However, if the adverse action was determined by the Designated Institutional Official ("DIO"), the DIO shall have the right to override the decision by the Education Committee. The DIO shall notify CIR and the Resident in writing of a decision to override the Education Committee within fourteen (14) days of the Education Committee's decision.

Section 5. Institutional Review of Education Committee Decision.

- a. If the Resident wishes to appeal the Education Committee's recommendation to affirm the adverse action imposed on a Resident, the Resident must file his/her appeal with the Designated Institutional Official.

- b. The Designated Institutional Official or his/her designee shall hold an Institutional Grievance Committee hearing within forty-five (45) days of receiving an appeal from the Resident except for extraordinary circumstances. The Designated Institutional Official or his/her designee shall provide seven (7) days written notice of a hearing to the Institutional Grievance Committee.
- c. At the hearing, the Program Director and the Resident may each make a five minute opening statement summarizing his/her position.
- d. The Program Director and the Resident will be given an opportunity to rebut statements made by the other party. However, neither party shall be subject to cross-examination by the other. Each will be given ten (10) minutes to accomplish this.
- e. At the conclusion of the hearing, the Chairperson of the Institutional Grievance Committee will afford the Program Director and the Resident an opportunity to make closing remarks. Each will be given three (3) minutes to accomplish this.
- f. The Chairperson shall ensure that any documents submitted to the Committee for its review and inclusion were available at the time the adverse action was taken and were presented at the Departmental Review Hearing. Documentary or testimonial evidence that was not presented prior to the adverse action being taken, or at the Departmental Review Hearing, will not be considered by the Institutional Grievance Committee. Minutes of the Departmental Review Hearing will be made available to the Institutional Grievance Committee. The Chairperson shall send the Resident and CIR a copy of the minutes of the Departmental Review Hearing at least seven (7) days before the hearing, or within two (2) days after the GME office receives them, whichever is earlier.
- g. After the presentation of each parties' position, the Committee shall deliberate outside the presence of the parties.
- h. The Institutional Grievance Committee will make a decision on the disposition within seven (7) days of the completion of the hearing process. The decision shall be forwarded to the Resident and CIR in writing.
- i. The Resident may be accompanied by a CIR representative during the hearing. The role of CIR representative shall be solely to consult or advise the Resident. The CIR representative shall not have a right to advocate or address the committee directly on behalf of the Resident. The Resident shall be permitted to privately caucus with the CIR representative during the hearing. The time a Resident spends caucusing shall not count against the Resident's time limits in paragraphs c, d, and e of this section.
- j. The Chairperson of the Institutional Grievance Committee shall provide written notice of the Committee's decision to the Designated Institutional Official or his/her designee, who in turn, shall forward the decision to the resident, Program Director, and Chief Executive Officer within seven (7) days of the completion of the hearing process.

- k. The decision of the Institutional Grievance Committee is the final decision in the grievance process for matters of medical, professional, or academic competence. The Parties agree that the procedures described in this Article shall be the sole and exclusive avenue of recourse for the aggrieved resident to appeal adverse actions for matters of medical, professional, or academic competence under this Agreement. The Parties agree that no adverse actions or decisions made pursuant to this Article for matters of medical, professional, or academic competence are subject to the grievance and arbitration provisions of this Agreement.

Section 6. Appeal of the DIO's decision to override the Education Committee

If the Resident wishes to appeal the DIO's decision to override the Education Committee, the Resident must file his/her appeal with the DIO. The DIO shall hold a meeting with the Resident within fourteen (14) days of receiving the appeal. The Resident may be accompanied by a CIR representative. Within fourteen (14) days of the appeal meeting, the DIO shall respond in writing with their decision to uphold, modify or reject the disciplinary action.

Section 7 Institutional Review of the DIO's decision to override the Education Committee

- a. If the Resident is appealing a decision of the DIO to override the Education Committee decision after meeting with the DIO, the Resident must file his/her appeal with the Dean of the Medical College.
- b. The Dean of the Medical College or his/her designee shall hold an Institutional Grievance Committee hearing within forty-five (45) days of receiving an appeal from the Resident except for extraordinary circumstances. The Dean of the Medical College or his/her designee shall provide seven (7) days written notice of a hearing with the Institutional Grievance Committee.
- c. At the hearing, the Designated Institutional Official or his/her designee and the Resident may each make a five (5) minute opening statement summarizing his/her position.
- d. The Designated Institutional Official or his/her designee and the Resident will be given an opportunity to rebut statements made by the other party. However, neither party shall be subject to cross-examination by the other. Each will be given ten (10) minutes to accomplish this.
- e. At the conclusion of the hearing, the Chairperson of the Institutional Grievance Committee will afford the Designated Institutional Official or his/her designee and the Resident an opportunity to make closing remarks. Each will be given three (3) minutes to accomplish this.
- f. The Chairperson shall ensure that any documents submitted to the Committee for its review and inclusion were available at the time the adverse action was taken and were presented at the Departmental Review Hearing. Documentary or testimonial evidence that was not presented prior to the adverse action being taken, or at the Departmental Review Hearing,

- the (2) will not be considered by the Institutional Grievance Committee. Minutes of the Departmental Review Hearing will be made available to the Institutional Grievance Committee. The Chairperson shall send the Resident and CIR a copy of the minutes of the Departmental Review Hearing at least seven (7) days before the hearing, or within two days after the GME office receives them, whichever is earlier.
- g. After the presentation of each parties' position, the Committee shall deliberate outside the presence of the parties.
 - h. The Institutional Grievance Committee will make a decision on the disposition within seven (7) days of the completion of the hearing process. The decision shall be forwarded to the Resident and CIR in writing.
 - i. The Resident may be accompanied by a CIR representative during the hearing. The role of CIR representative shall be solely to consult or advise the Resident. The CIR representative shall not have a right to advocate or address the committee directly on behalf of the Resident. The Resident shall be permitted to privately caucus with the CIR representative during the hearing. The time a Resident spends caucusing shall not count against the Resident's time limits in paragraphs c, d, and e of this section.
 - j. The Chairperson of the Institutional Grievance Committee shall provide written notice of the Committee's decision to the Designated Institutional Official or his/her designee, who in turn, shall forward the decision to the resident, Program Director, and Chief Executive Officer within seven (7) days of the completion of the hearing process.
 - k. The decision of the Institutional Grievance Committee is the final decision in the grievance process for matters of medical, professional, or academic competence. The Parties agree that the procedures described in this Article shall be the sole and exclusive avenue of recourse for the aggrieved resident to appeal adverse actions for matters of medical, professional, or academic competence under this Agreement. The Parties agree that no adverse actions or decisions made pursuant to this Article for matters of medical, professional, or academic competence are subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 13 - COMPLAINTS OR INCIDENT REPORTS

Section 1. The Hospital will - within three (3) months of its receipt of any complaint or incident report involving a patient, other employee, or medical student and concerning a Resident's performance - notify the Resident of such complaint or incident report. The Resident shall have the opportunity to explain the incident and respond in writing.

A complaint by an Attending should be discussed with the Resident. The Program Director, upon investigation of the complaint, may decide to pursue Adverse Action (Article 12)

Section 2. When a Resident's performance, behavior, acts or omissions are or could have been a danger to a patient, the Resident, or another person, the Resident may be immediately relieved from duty subject to the provisions of Article 12 (Adverse Actions).

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. Except for (1) any specific dispute solely concerning the professional academic and/or medical competence of a Resident(which shall be addressed by ARTICLE 12 - ADVERSE ACTIONS) and (2) any and all decisions of the Hospital relating to hiring of Residents or retention of the Program, which decisions shall be subject to the sole discretion of the Hospital, any grievance or dispute which may arise between the parties concerning the application, interpretation, performance or alleged breach of this Agreement shall be subject to the procedures of this Article, and shall be settled in the following manner.

All grievances must be written, provide sufficient specificity as to the matter at issue in the grievance, and clearly state the facts relevant to the grievance matter; the dates of the alleged occurrences leading to the grievance; the individuals involved; and the section(s) of the collective-bargaining agreement that has been violated.

Section 2. A grievance may be brought by CIR pursuant to the following procedure:

Step I: CIR shall present the grievance in writing to the relevant Program Director, with a copy to the Office of General Counsel no later than twenty one (21) calendar days after its occurrence. The Program Director (or his or her designee), shall take appropriate steps to resolve the dispute but, in any event, must reply in writing CIR no later than fourteen (14) calendar days after receipt of the written grievance.

Step II: If the grievance is not satisfactorily resolved at Step I, a written appeal to the DIO with a copy to the Office of General Counsel must be made within fourteen (14) calendar days of the receipt of the Step I determination. The DIO (or his or her designee) shall take appropriate steps to resolve the dispute, including meeting with CIR within twenty-one (21) calendar days, and shall reply in writing to CIR no later than fourteen (14) calendar days after the Step II grievance meeting.

Step III: If the grievance is not satisfactorily resolved at Step II, CIR may file a written appeal to Step III within fourteen (14) calendar days after receipt of the Step II determination. Step III grievances must be filed with the Director of Human Resources, with a copy to the Office of General Counsel. The Director of Human Resources (or his or her designee) shall take appropriate steps to resolve the dispute, including meeting with CIR within twenty-one (21) calendar days of his/her receipt of the grievance, and shall reply in writing to CIR no later than fourteen (14) calendar days following the Step III grievance meeting.

Step IV: If the Parties are unable to resolve the grievance per the grievance procedure outlined above, and the grievance is subject to arbitration under this Agreement, then CIR may file a demand for arbitration with HUH and the Federal Mediation and Conciliation Service in accordance with this Article within twenty-eight (28) calendar days of the delivery of the written

response in Step III. The demand for arbitration may be filed via e-mail to HUH's CEO with a copy to the Office of the General Counsel on the same day it is filed with FMCS. If CIR does not file the demand for arbitration within this time period, the grievance shall be deemed waived and shall not be subject of further discussions or appeal through arbitration.

- a) Any arbitration hereunder shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association.
- b) Each party shall bear the expense of preparing and presenting its own case.
- c) The fees and expenses of the arbitrator, and the cost of any hearing transcript, shall be borne equally by the Union and the University.
- d) Unless otherwise mutually agreed, each arbitration hearing shall deal with no more than one (I) grievance.
- e) The arbitrator shall have no power to add to, subtract from, modify or disregard any of the provisions of this Agreement.

Section 3. Residents shall be entitled to representation by CIR at all Steps of the grievance procedure. The Hospital will allow time off to the Resident involved in grievance proceedings so long as such time off will not interfere with Hospital operations or interfere with the Residents educational duties.

Section 4. Any of the time limits in this Article may be extended by mutual written agreement of the parties.

Unless a grievance is appealed within the time limitations contained herein after each Step, such grievance shall be conclusively deemed to have been settled in accordance with such answer, which shall be final and binding upon all involved parties including the aggrieved Resident(s) and CIR. The arbitrator does not have the power to add or subtract from this agreement.

ARTICLE 15 - INFORMATION REQUESTS

Section 1. The Hospital will lawfully respond to the Union's requests for information concerning bargaining unit employees. All information requests must be filed via electronic mail to the Director of Human Resources with a copy to the designated official in the Office of General Counsel.

Section 2. The Hospital and Union agree that information about or containing Protected Health Information ("PHI") is confidential. They further agree that should the Union request information that is relevant but which constitutes PHI, the Hospital and the Union will bargain in good faith for an accommodation that addresses the Hospital's interest in maintaining confidentiality of the information as well as provide the Union with the necessary information it needs in for the performance of its role as bargaining representative of the Residents covered by this Agreement.

Section 3. Protected Health Information is defined as: Information transmitted or maintained in any form that is created or received by a the Hospital or any other healthcare provider, health plan, healthcare clearinghouse, or employer and: (1) relates to the past, present, or future physical or mental health or condition of a patient, the provision of healthcare to a patient, or the past, present, or future payment for the provision of healthcare to a patient; and (2) identifies the patient or with respect to which there is a reasonable basis to believe the information can be used to identify the patient. This information includes peer review reports and patient care survey results or reports to the extent that they include any of the information described in (1) and (2) above. Except as otherwise noted in this Article, PHI does not include certain education records and health information of students covered by the Family Educational Rights and Privacy Act; employment records held by a covered entity in its capacity as employer; or individually identifiable health information regarding a person who has been deceased for more than (50) years.

Section 4. If the Hospital and the Union cannot reach an agreement on the provision of information that may contain confidential PHI, such is not subject to the grievance and arbitration provisions in this Agreement.

ARTICLE 16 - TRAINING PROGRAM REDUCTION/CLOSURE

Section 1. The Hospital will notify each Resident affected and CIR/SEIU within 14 days:

- a. of a decision to discontinue or downsize any training program for any reasons;
- b. upon receipt from the ACGME, ASHP, ADA, AOA, or CPME of any notification regarding non-accreditation or probation or similar change in the professional status of any training program.

Section 2. Should a reduction in the number of Resident be required or a residency program be terminated for any reason such that a Resident 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 Resident finds another residency position in the same specialty at the appropriate PGY level.

ARTICLE 17 - LOCKERS AND BEEPERS

Section 1. The Hospital will provide a locker for each Resident.

Section 2. Each Resident will be furnished with a functional Pager. All Hospital assigned pagers used by residents will be maintained.

ARTICLE 18 - CLOTHING AND EQUIPMENT

Each Resident shall be provided three (3) white coats without cost during the first training year. Two (2) additional white coats will be provided per year thereafter, without cost. Scrub suits are available from the Laundry for residents on duty in the operating room, labor and delivery suites, nursery, and Emergency Care area. Scrub suits are required to be returned to the laundry after use and should not be worn or laundered outside of the Hospital.

ARTICLE 19 - ACCESS TO FILES

Section 1. All Residents have a right to request a free copy of all documents placed in their files during the term of their appointment, excluding per-employment references and any materials protected under patient confidentiality rules and regulations.

Section 2. Residents have a right to review any evaluation concerning said Resident with the Program Director, or designee, of his/her program.

Section 3. Residents will be provided access to all materials when placed in their file.

Section 4. Written evaluations of Residents will be performed regularly after each rotation and made electronically available to the Resident in advance of its placement in the Resident's file.

ARTICLE 20 - BULLETIN BOARDS

The Hospital shall provide a bulletin board in a visible location for Residents at the Hospital for use by C1R/SEIU.

ARTICLE 21- MEDICAL LIBRARY AND COMPUTERS

Medical texts, journals and databases are and will continue to be available to the extent they are on the date of the signing of this agreement in departmental offices and at the Louis Stokes Health Sciences Library. Computers are and will continue to be available in all departments for research, to review lab data, and for other appropriate use. Residents will be given sign on codes to Howard University website to facilitate off-site usage of library databases.

ARTICLE 22 - ON-CALL ROOMS AND RESIDENT LOUNGE

Section 1. On-Call Rooms:

The Hospital shall provide clean, safe, and reasonably private call rooms for residents performing in-house calls in accordance with the program requirements in close proximity to patient care areas and where overhead pages and codes can be clearly heard.

To the extent operationally feasible, each call room will have a computer with internet and EMR access.

Once annually, the Director of Human Resources, shall conduct a walkthrough of 4 South and the on-call rooms with the Union. Areas identified as needing improvement shall be discussed at the Labor Management meetings.

The Hospital shall make reasonable efforts to provide clean, safe and reasonably private call rooms for residents who are assigned to at-home call and may need a call room. Additionally, the Hospital shall make reasonable efforts to provide call rooms for residents who request a room for fatigue mitigation.

The Hospital shall assign and maintain-call rooms with functional locks and available access cards. The Hospital will assign on-call rooms for each department.

Section 2. Resident Lounges:

A resident lounge is located on 4 South. The room is equipped with a television, telephone and lounge chairs.

The Hospital provides a Nutrition Center that has a microwave, and a refrigerator, and filtered water.

Lactation Room: The Hospital shall supply a sanitary room in 4 South that is solely designated for Residents to express breast milk in privacy and security. That room shall be equipped with appropriate seating. Residents may not use the designated Lactation Room for any other purpose than expressing breast milk. Residents may also have access to the main HUH employee Lactation Room in accordance with HUH policies.

The Union and the Hospital agree that Residents should not regularly leave personal items unattended in the Resident Lounge. When the Hospital removes personal items left in the Resident Lounge, such items will be placed in a 24-hour accessible lost and found and may be retrieved by the Resident there. HUH shall not be responsible for any personal items that the Resident abandoned or left unattended and which been placed in the lost and found as a result.

Section 3. 4 South Computer Lab and Reading Room:

The Hospital shall continue to provide a computer lab in 4 South. The desktop computers in the computer lab will have internet and EMR access and be connected to a printer,

The Hospital shall continue to provide a reading room in 4 South.

Section 4. The Hospital shall provide CIR with at least 30 days advance notice before making any changes to the location of the Residents' On-Call Rooms, Lounge, or Team Rooms, unless there are emergent situations which require changes on shorter notice

ARTICLE 23 - ISSUANCE OF CERTIFICATES

The Hospital shall issue the appropriate certification, including academic affiliation, within a month of each Resident's satisfactory completion of his/her training program or part thereof.

ARTICLE 24 - WORK SCHEDULES

Section 1. Resident work hours shall be consistent with ACGME, ASHP, CPME, ADA, and CODA standards and be consistent with optimum patient care, high standards of training and specialty board requirements and limitations.

Section 2. On-call schedule shall be scheduled at least fourteen (14) days in advance.

ARTICLE 25 - PHLEBOTOMY SERVICES

The Hospital will maintain a program for the provision of phlebotomy services which will be primarily responsible for providing urgent and routine phlebotomy services. It is the Hospital's goal that Residents will not be primarily responsible for providing routine phlebotomy services and that Residents normally will not be required to perform routine phlebotomy services unless it is required by their training program, as needed based on emergency patient care needs, or as necessary to develop the skill consistent with ACGME requirements.

The topic of ancillary services shall be a standing agenda item on each labor management committee meeting. The Union will have the opportunity to communicate accurate information about ancillary issues to management at these meetings and the committee will attempt to formulate solutions.

ARTICLE 26 - SAFETY

Section 1. In order to provide safety controls for protection to the life and health of Residents and prevention of damage to property, supplies, and equipment, the Hospital shall comply with all applicable safety requirements established by the Hospital, accrediting bodies, and federal and state laws. In the event that any health and safety concerns are raised by members, the Union may request a meeting to address the aforementioned concerns. This meeting will be scheduled within 30 days of the request.

Section 2. The Hospital shall make reasonable efforts to ensure a HUH security officer's assignment includes patrolling the Mental Health Clinic.

Section 3. The Hospital shall provide, on-site parking to House Officers 24 hours a day, seven days a week. The Hospital will make a good faith effort to keep the garage lightening in good repair as it does currently. There shall be an escort service to drop employees at their cars during

all hours at all hospital parking areas and to pick them up from all parking areas if they are coming into the Hospital during non-daylight hours.

ARTICLE 27 - EMPLOYEE ASSISTANCE PROGRAM ("EAP")

The Hospital provides a confidential Employee Assistance Program ("EAP"). All consultations are confidential to the extent permitted by law.

ARTICLE 28 - PROFESSIONAL LIABILITY INSURANCE

Section 1. Professional liability coverage is provided to the resident for program activities through the Howard University Self-Insurance Trust Fund, without cost to Residents covered by this Agreement. Coverage for Residents will be included while on duty at the Hospital or on any assignment to any affiliated hospital, affiliated program or affiliated clinic under the direction of the Hospital's training program and personnel, unless otherwise provided by the affiliated hospital on its behalf. Any Resident shall immediately inform the Office of Graduate Medical Education and the Office of General Counsel when he/she is named or is threatened to be named in any malpractice claims, including all suits resulting from professional activities and other suits not associated with the educational program. Failure to report claims may result in the denial of coverage.

Section 2. Upon request, the Hospital shall provide CIR/SEIU a copy of the professional liability insurance certificate evidencing insurance coverage for residents.

Section 3. The Hospital will promptly notify CIR/SEIU of any notice of cancellation or lapse in professional liability insurance coverage applicable to Residents.

Section 4. The Hospital shall notify CIR/SEIU at least sixty (60) days in advance of any prospective change in the amount of the professional liability coverage. In circumstances in which the Hospital receives less than (60) days' notice of any prospective changes, the Hospital shall notify CIR/SEIU as soon as practicable.

ARTICLE 29 - PAID LEAVE

Annual Leave: Residents shall receive three (3) six-day weeks (18 days) of paid annual leave per year. Unused annual leave may not carry over from one year to another. Other than in cases of personal hardship, annual leave will not be approved for the last two weeks of the training year. Residents' requests for leave shall not be unreasonably denied. Denial of requested dates for annual leave shall not be subject to the grievance and arbitration provisions of this Agreement.

Sick Leave: Effective the first day of each academic year, the Residents shall be given thirteen (13) days of sick leave. Unused sick leave may be carried to the next academic year but shall be forfeited at the completion of training without compensation.

HUH reserves the right, in its sole discretion to convert the annual leave days and the sick leave days to a general pool of paid time off (PTO) days. The Hospital will comply with the ACGME

requirements. If this conversion to PTO is elected, the Hospital and the Union will meet to discuss the effects of the change. Except for the minimum required sick leave under applicable law, unused PTO days shall be forfeited at the termination of the Resident's contract year without compensation.

ARTICLE 30 - BEREAVEMENT LEAVE

Section 1. In the event of death of a Resident's mother, father, spouse, domestic partner, child, grandparent, brother or sister, or other relative or significant other living within the same household, the Resident shall be paid at his/her regular pay for three (3) working days for the purpose of attending the funeral services or arranging for burial.

Section 2. Residents will not be required to make-up on-call assignments missed while on bereavement leave.

Bereavement leave must be taken during the period between the date of death and two days after burial.

ARTICLE 31 - FMLA

The Hospital shall comply with the Family and Medical Leave Act of 1993 ("FMLA") and the DC Family and Medical Leave Act of 1991.

ARTICLE 32 - BENEFITS

Section 1. Residents participate in the same benefits programs and plans that are offered to non-bargaining unit HUH employees, except as otherwise stated in this Article.

- a. Medical and Wellness: Residents participate in medical, dental, vision, preventative care, prescription drug, life and accidental death and dismemberment, optional life, short-term disability, and long-term disability insurance provided to non-bargaining unit HUH employees. Residents are eligible to participate in the voluntary benefits programs offered to HUH's non-bargaining unit employees.
- b. SmartTrip Commuter Transit Benefit: Residents are permitted to participate in the SmartTrip pre-tax commuting program on the same basis as non-bargaining unit HUH employees.
- c. Retirement Savings: Residents are permitted to make voluntary contributions to the 403(b) retirement savings plan. Residents are not eligible for any contribution or match made by Howard University.
- d. Discount Purchasing Plan: Residents are permitted to participate in the discount purchasing program available to non-bargaining unit HUH employees.

- e. Flexible Spending Accounts: Residents are permitted to participate in the flexible spending account ("FSA") plan on the same basis as non-bargaining unit HUH employees.
- f. Employee Assistance Program: Residents shall be eligible to participate in the Employee Assistance Program on the same basis as non-bargaining unit HUH employees.
- g. Tuition Remission: The Residents, their spouses, and their children or dependents are not eligible for Howard University's tuition remission benefit.

Section 2. The Hospital reserves the right, in its sole discretion, to make changes to employee benefits from time to time during the term of this Agreement, provided that those changes are also applicable to all groups of non-bargaining unit HUH employees who are currently in the plan. Such changes may include, but are not limited to: deductibles; copays; annual out of pocket maximums; plan premium rates and employee contribution rates; plan feature changes to medical, dental, vision and prescription drug insurance; plan feature changes to life, accidental death and dismemberment, long-term disability, and short-term disability insurance; retirement savings plans, including the 403(b) plan; modifications to, or discontinuance of, the Flexible Spending Account benefit; and all voluntary plan features. In making changes to benefits, the Hospital will comply with the ACGME requirements and provide reasonable notice to the Union. If the changes to the plan under this paragraph result in substantially higher costs to the average resident, the hospital will agree to meet with the union to discuss the effects of the change.

ARTICLE 33 - MEDICAL EDUCATION

Section 1. The Hospital shall pay for all required BCLS, ACLS, ATLS and PALS courses for full certification and subsequent re-certification for each Resident including time off for the length of such courses. If a Resident is leaving the institution within thirty (30) days and one of the certifications above are expiring, the Hospital will not provide free recertification for BCLS, ACLS, ATLS and PALS and the expense shall be paid by the Resident.

Section 2. The Office of Graduate Medical Education offers One Thousand Dollars (\$1000.00) for any resident in his/her final year of training to attend board review courses or to purchase board review materials. Departments that currently offer or provide for board review courses and conferences for House Staff Officers shall continue to do so.

Section 3. The Hospital shall reimburse Residents up to the following gross amounts for educational/business expenses per Program Year:

\$800.00 per Hospital Fiscal year for PGY1s

\$1000.00 per Hospital Fiscal year for PGY2s

\$1100.00 per Hospital Fiscal year for PGY3s, PGY4s, PGY5s, PGY6s, PGY7s

The intent of this reimbursement is that it be disbursed for the purchase of medical textbooks, medical journal subscriptions, small medical equipment, such as otoscopes and stethoscopes, educational software, computer hardware, medical society memberships, for those expenses associated with attending medical conferences, and expenses associated with board review including board review courses. Reimbursement shall be made to Residents no more than thirty

(30) days following the submission of receipts to the Hospital. Receipts for expenses associated with this Article shall be submitted to the Hospital no later than ninety (90) days after the expense has been incurred.

Section 4. The Hospital will reimburse Residents for reasonable travel and lodging expenses that they incur when presenting at medical conferences separate from any funds described in Section 1, Section 2, or Section 3 of this Article. Residents must be the first author or second author of an academic submission being presented at the destination conference in order to qualify for this benefit. Reimbursement shall be made to Residents no more than thirty (30) days following the submission of approved receipts to the Hospital. Receipts for expenses associated with this Article shall be submitted to the Hospital no later than ninety (90) days after the expenses have been incurred.

ARTICLE 34 - RESIDENT SALARIES

Section 1. Salaries are appropriate to the training level of the Resident. Residents are paid every two (2) weeks.

As of June 30, 2021, PGY salary levels are as follows:

PGY-1	\$55,054.11
PGY-2	\$56,434.35
PGY-3	\$58,805.99
PGY-4	\$61,709.80
PGY-5	\$64,734.44
PGY-6	\$68,001.06

Resident physicians at the same PGY-level receive the same salary regardless of specialty.

Section 2.

Commencing July 1, 2021 (first day of first payroll period)

PGY1 -	\$56,705.73
PGY2 -	\$58,127.38
PGY3 -	\$60,570.17
PGY4 -	\$63,561.09
PGY5 -	\$66,676.47
PGY6 -	\$70,041.09

2022-2022 (first day of first payroll period after July 1.)

PGY1 -	\$58,973.96
PGY2 -	\$60,452.48
PGY3 -	\$62,992.98
PGY4 -	\$66,103.54

PGY5 - \$69,343.53
PGY6 - \$72,756.44

2023-2024 (first day of first payroll period after July 1.)

PGY1 - \$61,332.92
PGY2 - \$62,870.57
PGY3 - \$65,512.70
PGY4 - \$68,747.68
PGY5 - \$72,117.27
PGY6 - \$75,756.44

2024-2025 (first day of first payroll period after July 1.)

PGY1 - \$63,786.24
PGY2 - \$65,385.40
PGY3 - \$68,133.20
PGY4 - \$71,497.59
PGY5 - \$75,001.96
PGY6 - \$78,786.70

ARTICLE 35 - PARKING

Free parking shall be provided for all residents while on duty at the Hospital. Reimbursement will be made for parking elsewhere, as required while on duty.

ARTICLE 36 - MEALS

HUH shall provide each resident with a meal allowance for each rotation. For the purposes of this article one rotation is considered to be four (4) weeks in length for Residency programs and one (1) calendar month for Fellowship programs. The meal allowance shall be Two Hundred Dollars (\$200) per rotation and will be credited to a meal card for use by the resident in the HUH cafeteria. The meal allowance will be credited to each Resident's meal card at the beginning of his/her rotation. HUH will pay each Resident the meal allowance amount as a reimbursement if the Resident spent a majority of that rotation away from HUH. Residents on rotations that are longer or shorter than four (4) weeks and Fellows on rotations longer or shorter than one (1) month shall receive a meal allowance at a prorated amount to account for the difference in length of a given rotation. Any unused balance remaining on a resident's meal card at the end of his/her rotation will be forfeited.

HUH agrees to provide a complimentary snack at night for Residents who are on night shift duty at HUH. HUH has the sole discretion to determine, and make changes to, the snack provided. In an effort to ensure that all on-call Residents are provided with the opportunity to pick-up their

snack, the food will be delivered to a refrigerator installed in the Residents lounge. This provision is not subject to the grievance procedure.

Residents shall continue to receive the employee discount afforded to all Hospital employees on cafeteria purchases which may be adjusted from time to time in management's sole discretion, provided that those changes are also applicable to all non-bargaining unit employees. HUH shall have the right to increase prices for all cafeteria items up to the amount of increases imposed on the Hospital pursuant to its food service and/or supplier vendor agreement.

ARTICLE 37 - CHIEF RESIDENT APPOINTMENTS AND STIPEND

Each program requiring Chief Resident duties shall have at least one Chief Resident Post.

Chief Residents are appointed by the Program Director in his/her sole discretion. Chief Resident appointments must be in writing and signed by the Program Director. The decision not to appoint a Resident to Chief Resident shall not be subject to the grievance and arbitration provisions of the CBA.

Appointment to Chief Resident is based on merit as demonstrated by above-satisfactory performance as determined by the Program Director in his/her sole discretion.

Chief Residents perform duties that are in addition to regular clinic duties as assigned by the Program Director in his/her sole discretion.

Residents appointed to Chief Resident must serve in that capacity for one year, if necessary, and in the sole discretion of the Program Director.

Chief Residents shall be compensated at a rate of \$950 annually. The Chief Resident compensation shall be payable by stipend and paid in bi-weekly installments in the Chief Resident's paycheck.

The stipend for Chief Resident appointments of less than one year shall be prorated according to duration of the appointment.

ARTICLE 38 - OFF SITE ROTATIONS

- 1) For any mandatory off site rotation located more than thirty (30) miles from the Hospital, the Hospital shall provide Residents notice of the location of the rotation and the first date the Resident must report at the rotation at least sixty (60) days prior to the beginning of the rotation.
- 2) The Hospital shall continue its current practice of providing housing to Residents at mandatory off site rotations the Hospital is currently providing housing at or at any new mandatory off site rotations located more than (50) miles from the Hospital. The Hospital shall have the sole right to determine the type of housing

ARTICLE 39 - SEPARABILITY

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

ARTICLE 40 - TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from July 1, 2021 through June 30, 2025 and shall continue to be in effect and be automatically renewed from year to year thereafter unless either party gives notice to the other at least ninety (90) days prior to June 30, 2025, of its desire to modify the agreement.

HOWARD UNIVERSITY HOSPITAL

THE COMMITTEE OF INTERNS AND
RESIDENTS, NATIONAL AFFILIATE OF
THE SERVICE EMPLOYEES
INTERNATIONAL UNION (CIR/SEIU)

DocuSigned by:

Wayne Frederick

5/17/2022 | 1:43 AM EDT

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Wayne A.I. Frederick, M.D., MBA Date
President

Darshan N. Patel, MD
President, CIR/SEIU

Russell Warburton
Lead Contract Organizer

DocuSigned by:

Stephen Graham

Stephen Graham
Chief Financial Officer

DocuSigned by:

Stephen Graham

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Date

Dr. Ja'Nelle Blocker, MD
Regional Vice President, CIR/SEIU



Committee of Interns & Residents/SEIU

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