

**AGREEMENT BETWEEN**



**AND**

**UNIVERSITY MEDICAL RESIDENT SERVICES, P.C.**

**EFFECTIVE**

**DECEMBER 13, 2024 – JUNE 30, 2027**

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## **ARTICLE I: Scope of Agreement**

1. The Parties agree that the scope of this Agreement shall extend only to the wages, benefits, and other terms and conditions of employment over which UMRS has or exercises authority and control of bargaining unit members.
2. The Parties agree that the scope of this Agreement excludes academic matters, medical student financial aid, all matters covered by (i) University at Buffalo Office of Graduate Medical Education policies and procedures, (ii) ACGME requirements, (iii) CODA requirements and (iv) applicable board requirements.
3. There shall be no substitution of an arbitrator's or any other individual's judgment for that of the Sponsoring Institution or Training Program with respect to any academic matter.
4. Matters explicitly excluded from the scope of this Agreement include, without limitation, academic or other prerequisites for service or continued service as a member of the bargaining unit, as well as evaluation policies and practices, academic standards, and all standards, policies, and procedures related to House Staff Officer conduct to the extent such conduct falls under one or more UB GME policies. The UB GME policies are found at <https://medicine.buffalo.edu/offices/gme/policies.html>.

## ARTICLE II: Recognition

1. Recognition. The Union of American Physicians and Dentists, hereinafter referred to as the “Union” or “UAPD,” is the recognized collective bargaining representative for all full-time and regular part-time residents, fellows and Chief Residents employed by University Medical Resident Services, P.C., hereinafter referred to as the “Employer” or “UMRS”; but excluding office clerical employees, guards, non-professional employees, other non-professional employees and supervisors as defined in the Act, and all other employees as certified by the National Labor Relations Board, May 19, 2023, Case No. 03-RC-312636 and as voluntarily agreed to by the Parties.
2. House Staff Officers. Employees within the bargaining unit may be referred to throughout this Agreement as “House Staff Officers” or “HSOs.”
3. Collective bargaining agreement shall prevail. The Union and UMRS acknowledge the House Staff Officers may be parties or subject to an employment contract. The Parties agree, to the extent there exists any conflicts between this Agreement and an HSO employment contract, this Agreement shall supersede and effectively amend such contract.
4. The Parties acknowledge that the employment contract states that the employment contract “constitutes the entire agreement between the parties” and may only be changed by an agreement in writing signed by the HSO and Employer.

### **ARTICLE III: Non-Discrimination and Non-Retaliation**

#### **1. Non-Discrimination.**

- a. UMRS shall not discriminate against any House Staff Officer on account of any prohibited suspect classification identified in the federal law, State and/or local law, including but not limited to race, color, creed, nationality, sex, age, sexual orientation, gender indemnity/expression, immigration status, or disability.
- b. There shall be no discrimination against any HSO because of membership in the Union or because of acting as an officer or in any other capacity on behalf of the Union in carrying out the provisions of this Agreement.
- c. An HSO may consult with a Union representative with respect to a request to the Employer for workplace accommodations in accordance with the Americans with Disabilities Act.

#### **2. Non-Retaliation.**

- a. UMRS shall not retaliate against any House Staff Officer on account of the HSO's participation with the Union or any protected concerted activity.

#### **ARTICLE IV: Union Dues**

1. Upon ratification of this Agreement, UMRS agrees to deduct from the wages of each member of UAPD in accordance with the terms of a signed and dated authorization to do so, the membership dues, initiation fee, any assessment of UAPD, or other lawful member authorized deductions. The deduction will be made for each pay period. Any such written authorization submitted is deemed to be only an authorization to UMRS to deduct Union dues, initiation fees or assessments, or other lawful member authorized deductions as set forth in this section. On the first full pay period following ratification, UMRS will begin automatic payroll deductions for UAPD Union dues consisting of 0.9% of each House Staff Officer's gross earnings for each pay period.
2. Dues deduction or other lawful member authorized deductions shall be effective no later than twenty-two (22) calendar days following UMRS' receipt of legally permissible authorization.
3. UMRS shall remit to UAPD, through electronic funds transfer ("EFT"), no later than fourteen (14) calendar days after the deductions from the member's earnings occur, the amount representing the dues deduction or other lawful member authorized deductions made.
4. Upon request but not more than four (4) times during each Academic Year, UMRS shall provide a report to UAPD containing the names of all members for whom dues deductions or other lawful member authorized deductions were made and the amounts withheld.
5. UMRS shall process a legally permissible cessation of dues deductions or other lawful member authorized deductions no later than the pay period following UMRS's receipt of written notice.
6. UMRS shall not unreasonably deny a dues deduction or other lawful member authorized deductions request.
7. Upon request, UMRS shall provide UAPD with the name and contact information of the person or position responsible for answering questions or concerns about remitting Union dues.
8. It is specifically agreed that UMRS assumes no obligations, financial or otherwise, arising out of the provisions of this Article. UAPD hereby agrees to indemnify and hold UMRS harmless for any claims, actions, or proceedings by any House Staff Officer arising from deductions made by UMRS hereunder. Once the funds are remitted to UAPD, their disposition thereafter shall be the sole and exclusive obligation and responsibility of UAPD.
9. The obligations of Article IV will continue while this Agreement is in effect.

## **Article V: Union Security**

1. All House Staff Officers covered by this Agreement, shall, as a condition of employment, become and remain members in good standing in the Union.
  - a. It shall be a condition of employment that all House Staff Officers covered by this Agreement shall, on the thirtieth (30<sup>th</sup>) calendar day following the ratification of this Agreement become and remain members in good standing in the Union. New hires after ratification of this Agreement shall within thirty-one (31) calendar days following their hire date become and remain members in good standing in the Union.
  - b. For the purpose of this Article, “good standing” shall consist of payment of periodic dues uniformly required as a condition of membership, or payment of an agency fee to the Union to cover the HSO’s fair share of expenditures made by the Union for matters that are germane to collective bargaining.
  - c. The Employer shall make newly hired House Staff Officers aware of the membership conditions of employment no later than the start of the upcoming Academic Year, or if later at the time of hire.

## **Article VI: Management Rights**

1. UMRS retains and reserves to itself all rights, powers, privileges, duties, responsibilities and authority conferred upon and vested in it by law, whether exercised or not, including, but not limited to, the right to operate, manage, control, organize and maintain UMRS and in all respects carry out the ordinary and customary functions of management and to adopt and implement policies, rules, regulations and practices in furtherance thereof.
2. Among the rights retained by UMRS and exercised by UMRS in collaboration with appropriate Stakeholders or Training Programs, are the determination of standards of service to be provided and standards of productivity and performance of its House Staff Officers; the right to determine the size and composition of the workforce; to determine work standards; to promulgate and enforce reasonable rules and regulations; to select supervisory and managerial employees; to discipline, demote and discharge House Staff Officers; to contract out work; to determine the time for work, staffing patterns and work area/assignments; to determine whether any part or the whole of its operations shall continue to operate; to establish, to change, to reorganize or abolish any service; to maintain order and efficiency in operations; to determine the duties of employees; to hire, layoff, assign, transfer, retrench; to determine the qualifications of employees; and all other rights including those exercised unilaterally in the past, subject only to such restrictions governing the exercise of these rights as are expressly provided in this Agreement. The enumeration of specific rights shall not be construed as a waiver or omission of any other right or privilege of UMRS.
3. Notwithstanding any other provision of this Agreement, an arbitrator shall have no authority to exercise any non-delegable authority of UMRS.



## **ARTICLE VII: No Strike / No Lockout**

1. During the term of this Agreement, UAPD will not call, instigate, engage or participate in, encourage, approve or endorse, nor will it permit any bargaining unit member to call, instigate, or participate in, any strike, or slow-down that interferes with or disrupts the fulfillment of their duties at one or more of the UB Affiliated Hospitals as a result of the Union or bargaining unit members' action as a form of "concerted activity" (as defined by the National Labor Relations Act); or any interference with or stoppage of work by bargaining unit members.
2. Any bargaining unit member engaging in any conduct prohibited by this Article may be subject to immediate disciplinary action, including discharge.
3. UAPD will notify and encourage its members via email to comply with the provisions of this Article. Such notice must be issued within twenty-four (24) hours from UMRS providing the Union with written notice of a violation of this Article to any Union officer or to the Union offices.
4. During the term of this Agreement, UMRS shall not lock out any of the HSOs covered by this Agreement.

## **ARTICLE VIII: UAPD Communications with House Staff Officers and UMRS**

1. Upon request and to the extent known, UMRS will provide UAPD with an Excel-compatible spreadsheet via email by June 1<sup>st</sup> of each year containing the following information for incoming and returning House Staff Officers for the pending Academic Year:
  1. Last Name
  2. First Name
  3. Program specialty or subspecialty
  4. Rising PGY level
  5. UB email address
  6. Personal email address
  7. Cell Phone #
  8. Home Phone #
  9. Physical mailing address
  10. Date of Hire
  11. Marital status (“S” for single and “M” for married/domestic partner)
  12. Date of Birth
2. Upon request, UMRS will provide UAPD with an Excel-compatible spreadsheet via email by June 1<sup>st</sup> of each year containing the contact information (names, titles, email addresses, mailing addresses, and work phone numbers) of UMRS leadership.
3. Upon request, UMRS will provide UAPD with any updates to subpart (1) and (2) of this Article on November 1<sup>st</sup>, and March 1<sup>st</sup>.
4. It is specifically agreed that UAPD may communicate with HSOs on their UB email address.
5. UAPD agrees to comply with current UB GME or UB policies in effect for communicating with HSOs.

## **ARTICLE IX: Labor Management Committee and Stakeholder-HSO Working Group**

### **A. LABOR/MANAGEMENT COMMITTEE**

1. UAPD and UMRS shall establish a joint labor management committee to meet monthly to discuss any issues related to the terms and conditions of employment. The meeting schedule, including a possible need for additional meetings, may be modified upon mutual agreement by both Parties.
2. Each Party may have up to three (3) participants during each meeting. In the event that either Party needs more than three (3) participants during a meeting, that Party shall notify the other Party twenty-four (24) hours in advance of the meeting including the reason that the Party requires more than three (3) participants.
3. An agenda for the meeting will be circulated at least one (1) week in advance of the scheduled meeting.
4. HSO health insurance shall be a standing item for discussion at the joint labor management committee meetings.
5. In addition to the procedures set forth below, the Parties agree that additional procedures for meeting operations may be created and agreed upon by the members of the committee.
  - a. Chairs: UMRS and UAPD shall each designate one chair.
    - i. The Chairs will set and distribute the meeting agenda no less than 1-week prior to each meeting.
      1. Topics, meeting location, and start time will be noted on the agenda.
  - b. Meeting Conduct:
    - i. Meetings may be conducted in-person or virtually, by Zoom or Teams, or similar technology.
    - ii. Meetings are not expected to last longer than one (1) hour in duration and may be extended by mutual agreement of the Chairs.
    - iii. Meetings are not to be recorded, live-streamed or broadcast. Use of electronic devices during a meeting by attendees shall not disrupt or interfere with the meeting discussions.
    - iv. Each attendee is responsible for their own note taking.
    - v. Meeting notes may be exchanged at the discretion of attendees.

### **B. STAKEHOLDER-HSO WORKING GROUP**

1. Intent: UAPD and UMRS support the establishment and implementation of a Stakeholder-HSO Working Group (“Working Group”) to identify and address matters directly pertaining to particular Participating Sites that can and should be improved through cooperative efforts. The Parties recognize that such issues should be addressed in a cooperative and productive manner by UAPD, UMRS, and affected Stakeholders. The Parties understand that participation in the Working Group by the Stakeholders is voluntary.
  - a. UMRS will request and encourage Stakeholders to attend Working Group meetings and the Parties acknowledge that this Article does not create any contractual obligation for Stakeholders to attend.
2. Agenda. Before placing an issue on the agenda for discussion, the HSO(s) will attempt to resolve the issue by working collaboratively, as applicable, with the relevant Stakeholder representatives,

(e.g., Program and department leadership, UB GME leadership and staff, UB Office of Equity, Diversity, and Inclusion, as communicated by Programs and UB GME). HSOs may seek guidance from UAPD with regard to an HSO's attempt to resolve an issue.

3. Subjects to be addressed: The Working Group may address any matter pertaining to the quality of the working environment including, but not limited to food service, resident safety, availability and cleanliness of calls rooms, and availability of appropriate spaces in Participating Sites for compliance with State and federal protections for lactating employees. Other issues may be raised as necessary.
4. Membership:
  - a. The Working Group shall be comprised of up to three (3) UAPD Representatives and Peer Representatives, and up to three (3) representatives from UMRS. In the event that either Party needs more than three (3) participants during a meeting, that Party shall notify the other Party at least twenty-four (24) hours in advance of the meeting including the reason that the Party requires more than three (3) participants.
  - b. Stakeholder representatives will be invited and encouraged to attend in accordance with the provisions of Section B.1 of this Article. Stakeholders are encouraged to select representatives that have the knowledge and authority sufficient to address workplace issues.
5. Chairs: UMRS shall designate one chair of the Working Group. UAPD shall designate one chair of the Working Group.
  - a. The Chairs will set and distribute the meeting agenda no less than 1-week prior to each meeting.
  - b. The Chairs can call a special meeting on 1-week notice between regularly scheduled meetings to discuss emergent issues.
6. Schedule of Meetings: Working Group meetings shall be held quarterly. Meeting locations will be determined in advance by the Chairs and will be noted on the agenda.
  - a. Meetings are not expected to last longer than one (1) hour in duration and may be extended by mutual agreement of the Chairs.
7. Conduct of Meetings:
  - a. Meetings are not to be recorded, live-streamed or broadcast. Use of electronic devices during a meeting by attendees shall not disrupt or interfere with the meeting discussions.
  - b. Meetings may be conducted in-person or virtually, by Zoom or Teams, or similar technology.
8. Executive Summary:
  - a. Each attendee is responsible for their own note taking.
  - b. Meeting notes may be exchanged at the discretion of UMRS and UAPD attendees.
  - c. The Chairs may, by mutual agreement, generate an executive summary of a meeting as necessary to address issues discussed during the meeting, to be shared with bargaining unit members and Stakeholders.
9. Confidentiality:
  - a. The Working Group discussions are confidential. However, the fact that discussions are taking place, copies of the executive summary, and the outcomes of the discussions may be shared with bargaining unit members and Stakeholders.

## ARTICLE X: Contract Enforcement

### 1. Right to Union Representation

- a. UAPD will appoint an appropriate number of HSOs to become UAPD Peer Representatives (i) upon ratification of this Agreement and (ii) each Academic Year thereafter during the term of this Agreement. Peer Representatives are authorized to conduct Union business, communicate with UMRS on behalf of UAPD and assist with contract enforcement and unit communications.
- b. Within thirty (30) calendar days of the commencement of each Academic Year, UAPD shall furnish UMRS and the UB GME HR Team with a written list of the House Staff Officers identified as UAPD Peer Representatives. Written notice of any changes to the list shall be furnished to UMRS and UB GME HR Team within ten (10) calendar days of the change.
- c. UAPD Peer Representatives will be given reasonable release time to represent members in Investigatory Interviews, Grievance meetings, arbitrations, and Working Group meetings, and shall be given reasonable release time for other meetings when the agenda includes matter(s) that may significantly affect the workplace.
  - i. Upon the written request of an HSO, UAPD Peer Representatives will be given reasonable release time to act as a "Supportive Attendee" within the meaning of the UB GME Academic Action and Misconduct Due Process Policy.
- d. Prior to gaining access to UMRS employment files, or Program information relating to the HSO's performance as a resident, UAPD shall furnish UMRS and UB GME HR Team with a signed waiver from the affected HSO of their federal and State privacy rights relative to any information to be released by the applicable Program to UMRS and UAPD, which waiver shall include UMRS and the applicable Program from any and all liability.
- e. The UAPD Peer Representatives shall, when possible, submit written notice for excused absences to UMRS and Program Directors or their designees at least seven (7) calendar days prior to the scheduled meeting.
- f. Subject to the applicable UB GME policies, HSOs shall have the right to Union representation during Investigatory Interviews. If a Union Representative is not immediately available for an Investigatory Interview, the interview shall be rescheduled to a time when a Union Representative is available to attend if the affected HSO consents in writing to the adjournment. UAPD will make every effort to have a Union Representative available on demand for such interviews.
- g. If educational or clinical circumstances prevent a UAPD Peer Representative from being released to conduct Union business and communicate with UMRS on behalf of UAPD, the applicable Program Director or designee shall, whenever possible, inform the HSO in writing at least five (5) calendar days in advance of the meeting.
  - i. Finding coverage for a UAPD Peer Representative is not considered an extraordinary educational or clinical circumstance nor does it fall under the necessary obligations of the HSO. Program Directors or their designees and administrators are expected to find coverage, if necessary.
- h. UAPD Peer Representatives participating in such meetings acknowledge and agree that they are at all times responsible for meeting the relevant certifying board, ACGME and/or CODA program specific requirements and must satisfy all training requirements and guidelines prior to graduation from their Program. Any concern over a UAPD Peer Representative's eligibility or compliance with program-specific requirements shall rest exclusively within the jurisdiction and discretion of the certifying board, ACGME, CODA and/or the Program Director or designee.

- i. Involvement with Union business or acting as a Peer Representative does not excuse an HSO from complying with their educational requirements.
  - i. HSOs shall not be disciplined, retaliated against, or discriminated against for requesting or using Union release time.
  - j. A Peer Representative who is discharged or suspended from their Program shall immediately resign as a Peer Representative effective as of the date of final disposition of the disciplinary action under the applicable UB GME policy.
- 2. Grievances
  - a. A Grievance is any dispute which involves the interpretation or application of any provision of this Agreement.
- 3. Grievances shall be resolved in the following matter:
  - a. **Step One - Procedure:** The Parties must first attempt to resolve a dispute informally by discussion. A Grievance must thereafter be submitted in writing to UMRS using the standard grievance form maintained by the Union ("Grievance Form") by UAPD within fourteen (14) calendar following the later of (i) the occurrence of the event giving rise to the Grievance or the time the HSO grieving party could have reasonably acquired knowledge of such event or (ii) the conclusion of informal discussions. Failure to submit a Grievance on the Grievance Form within the specified time period shall mean that the HSO shall have no right to grieve that matter under this Agreement. The Grievance Form should describe with specificity the occurrence, the efforts made to resolve the dispute informally, and the specific article(s) of the Agreement grieved.
    - i. Either Party may request a meeting with the other Party for informal discussions.
    - ii. Step One discussions may come to a close in the event of a settlement, or if either Party gives written notice to the other Party of the close of the Step One discussions.
    - iii. Either Party may request an extension of time at any time during Step Two or Three in the grievance process by submitting a request in writing to the other Party.
    - iv. Either Party may submit an Information Request to the other Party at any point during the grievance process. The grievance process shall be tolled for no longer than thirty (30) calendar days while an information request is pending, but if additional time is needed, the grievance process may be tolled further by mutual agreement of the Parties.
  - b. **Step Two:**
    - i. If the Grievance is not resolved at Step One, then UAPD and UMRS shall meet and discuss the Grievance within fourteen (14) calendar days of the close of the Step One Discussions. UMRS shall provide a written response to the Grievance within fourteen (14) calendar days after the Step Two meeting.
  - c. **Step Three:** If the Grievance is not resolved at Step Two, either Party may move the Grievance to arbitration within thirty (30) calendar days of the close of a Step Two response by first submitting a Notice of Intent to Arbitrate to the other Party.
    - i. UAPD and UMRS may, by mutual agreement, make their best efforts to select an arbitrator who can hear the case. If no arbitrator(s) can be mutually agreed to within fourteen (14) calendar days of the filing of the demand for arbitration, the Party who demanded arbitration will request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS).
    - ii. Following receipt of the panel of arbitrators, a representative of each Party shall alternately strike an arbitrator's name until one name is left. The

remaining name shall be the arbitrator for that Grievance. Either Party may reject a panel of arbitrators and request one additional panel.

- iii. Arbitration costs shall be shared equally. Arbitration shall be final and binding on UAPD, UMRS and the UMRS employee(s) involved in the Grievance. The arbitrator shall have no authority to alter, amend or change in any way the terms and conditions of this Agreement and shall confine their decision to a determination of the facts and interpretation, administration of, and compliance with the terms of the Agreement.

d. Effect of a Settlement

- i. Any grievance settlement, whether it represents a compromise between the Parties, a denial in part or in whole of the Grievance, or a partial or full granting of the Grievance, shall be reduced to writing and signed. Any Grievance which is withdrawn shall be done so in writing. The Parties may state in a settlement document whether the settlement is intended to be precedential.
- ii. If either Party violates the terms of a grievance settlement, then the other Party may move the matter immediately to arbitration.

4. Misconduct and Academic Actions are not grievances.

- a. "Misconduct Actions," and "Academic Actions" are not subject to this grievance process and shall be subject to the UB GME Academic Action and Misconduct Due Process Policy. The referenced policies are found at <https://medicine.buffalo.edu/offices/gme/policies.html>.
- b. HSOs shall have the right to consult with UAPD during a Misconduct or Academic Action, other than actions involving successful advancement in Post Graduate Year. An HSO shall be entitled to consult with UAPD and/or the UB GME Ombuds for support in the preparation of their Personal Learning Plan.

## **ARTICLE XI: Employment Contract Amendments**

### **1. Principles.**

- a. Program Directors determine whether an extension of training is required to conform with applicable certifying board requirements and accreditation standards or requirements. Such determinations are (i) to take into account the relevant facts and circumstances, (ii) to be made in compliance with applicable ACGME, CODA and/or certifying board requirements, and (iii) are not subject to the grievance process set forth in Article X of this Agreement and shall be subject to the applicable UB GME policies.
- b. Leaves of Absence, Administrative Leave, or actions taken under the UB GME Academic Action Policy or Misconduct Policy may require a Contract Amendment if:
  - i. The leaves of absence or the actions taken are of sufficient length to impact board eligibility, or
  - ii. The HSO is determined by the Program to require an extension of training to meet applicable board and/or accreditation standards or requirements.
- c. The Contract Amendment is the method used by UMRS to implement the academic decision of the Program.
- d. Contract Amendments shall not be used as a punitive or discriminatory measure.
- e. HSOs shall have (1) the right to notice and (2) the right to be heard regarding any proposed changes to an employment contract, including a Contract Amendment.
  - i. Absent extenuating circumstances, the effective date for a Contract Amendment will be not less than thirty (30) calendar days from the date of notice of the Contract Amendment.

### **2. Notice of Relevant Policies.**

- a. UMRS agrees to request from UB GME all published Program specific Training Extension Policies and provide such published policies to UAPD at the start of an Academic Year or upon a written amendment to said policies.
- b. UAPD and UMRS acknowledge that UB GME maintains policies that cover both Programs' and HSOs' expectations and responsibilities regarding HSO evaluations, and communication with the Program and Program Director, or their designees, throughout an Academic Year. The Parties acknowledge that the applicable UB GME policies may inform a HSO of the need or potential need for a Training Extension prior to the Contract Amendment stage, as described herein. Relevant policies include:
  - i. Evaluation Policy (available at <https://medicine.buffalo.edu/offices/gme/policies/evaluation-policy.html>)
  - ii. Academic Action Policy (<https://medicine.buffalo.edu/offices/gme/policies/academic-action-policy.html>); and
  - iii. Resident/Fellow Vacation and Leave of Absence Policy, (<https://medicine.buffalo.edu/offices/gme/policies/leave-of-absence-policy.html>)



## ARTICLE XII: Time Off Benefits

1. Time Off Benefits: UMRS will provide the following time off benefits. Notwithstanding any benefits provided herein, House Staff Officers are responsible for meeting the relevant certifying board, ACGME and/or CODA program-specific requirements prior to graduation. Any concern over a House Staff Officer's eligibility or compliance with the certifying board, ACGME, CODA and/or Program-specific requirements, shall be solely within the jurisdiction and discretion of UB GME and/or the Program.
2. Time Off Records.
  - a. House Staff Officers seeking a record of their use of time off shall first request records from their Program.
  - b. If the Program cannot provide such records, then the HSO may request such records from the UB GME HR Team.
  - c. If such information is not provided within seven (7) calendar days of the request to the UB GME HR Team, then the HSO may request from UMRS a record of same. UMRS shall maintain copies of all records received regarding an HSOs' use of time off.
  - d. Such UMRS records shall be made available to HSO and UAPD upon request.
3. Vacation.
  - a. UMRS will provide to House Staff Officers twenty (20) vacation days each Academic Year.
  - b. Vacation days will be accrued and available for use the first day of each new Academic Year for use during that Academic Year.
  - c. Unused vacation days will not carryover to the next Academic Year and will be forfeited.
  - d. House Staff Officers must provide reasonable notice to and obtain approval from the Program Director or designee in advance of the use of any vacation time.
    - i. It is expected that each Program Director or designee will define "reasonable notice" as is appropriate for the needs of that Program.
    - ii. UMRS shall encourage Program Directors or their designee to publish the Program's definition of "reasonable notice" and make such information available to HSOs at the beginning of each Academic Year and/or upon any written changes to the notice policy.
4. Sick Time.
  - a. UMRS will provide to House Staff Officers twenty (20) sick days each Academic Year.
  - b. Such sick days will be provided to House Staff Officers on the first day of each new Academic Year.
  - c. Accrued but unused sick days will carry over from one Academic Year to the next, up to a maximum of one hundred forty (140) days.
  - d. Sick days may be used for the following reasons:
    - i. Any reason designated by the New York Paid Sick Leave Law, § 196-b.
      1. Definitions of "family member" set forth in this section shall be governed by New York Labor Law 196-b, and any corresponding rules or regulations.
      2. House Staff Officers must provide notice to their Program Director or designee prior to taking such leave. Such notice should be in writing and given as soon as practical.

- ii. For the illness or death in the House Staff Officer's immediate family.
    - 1. For purposes of taking leave under this section, "immediate family" is defined as: spouse, domestic partner, parents, children, siblings, or grandparents.
    - 2. Prior to taking such leave, House Staff Officers must provide reasonable notice in writing to, and obtain approval from, the Program Director or designee.
- 5. Holidays.
  - a. UMRS will provide to House Staff Officers ten (10) paid holidays each Academic Year.
  - b. Such holidays will be scheduled at the discretion of the Program Director or designee in order to ensure adequate clinical and patient coverage.
  - c. UMRS will encourage Program Directors or their designee to equitably rotate national holidays (such as Thanksgiving, Christmas and New Year's) amongst the House Staff Officers.
  - d. Holiday time does not accumulate and does not carry over to the next Academic Year.
- 6. Paid Family Leave.
  - a. Eligible House Staff Officers will be provided with paid family leave for any qualifying reason set forth by the New York Paid Family Leave law.
  - b. The length and benefits associated with such paid family leave shall be governed by the New York Paid Family Leave law, and any corresponding rules or regulations.
  - c. House Staff Officers may substitute or supplement Paid Family Leave benefits with their accrued but unused vacation or sick time.
- 7. Family Medical Leave.
  - a. Eligible House Staff Officers will be provided with leave for any qualifying reason set forth by the Family Medical Leave Act.
  - b. The length and benefits associated with such family leave shall be governed by Family Medical Leave Act, and any corresponding rules or regulations.
  - c. House Staff Officers may substitute Family Medical Leave Act benefits with their accrued but unused vacation, or sick time.
  - d. UMRS may designate a House Staff Officer's leave as FMLA if the House Staff Officer is eligible for such leave and such leave otherwise qualifies under the Family Medical Leave Act.
- 8. Emergency Medical Leave.
  - a. Any House Staff Officer in their first year of employment who is not otherwise eligible for leave to care for their own medical condition under the Family Medical Leave Act is eligible for a leave of absence in order to care for their own mental health medical crisis.
  - b. To qualify for such leave of absence, the House Staff Officer must be under the care and supervision of a State licensed medical provider and must be unable to work due to such mental health medical crisis.
  - c. Such leave must be taken in full consecutive weeks and is not to exceed twelve (12) weeks.
  - d. Health insurance benefits will be maintained during such leave, and HSOs using Emergency Medical Leave will not be subject to a loss of employment for utilizing such leave.

9. Parental Leave.

- a. Any House Staff Officer in their first year of employment who is not otherwise eligible for unpaid parental leave under the New York Paid Family Leave law or the Family Medical Leave Act is eligible for a leave of absence to care for or bond with a newly born or recently placed child.
- b. Such leave must be taken within the first year of birth or placement of the child.
- c. Such leave of absence must be taken in full consecutive weeks not to exceed twelve (12) weeks.
- d. HSOs who are not otherwise eligible for such leave under the New York Paid Family Leave law may substitute New York Paid Family leave benefits with their accrued but unused vacation or sick time.

10. Process for Submitting and Approving Requests for Leave of Absence.

- a. Within thirty (30) calendar days of ratification of this Agreement, UMRS shall encourage Program Directors to publish all Program policies regarding leaves of absence applicable to HSOs and shall request all published policies from UB GME. UMRS shall provide copies of all such published policies to UAPD upon receipt. HSOs shall follow and comply with all applicable UB GME and Program rules regarding leaves of absences.
- b. An HSO shall notify their Program Director or designee in writing of an anticipated leave of absence (including the anticipated length of leave) as soon as possible.
- c. HSOs may be required to submit a completed Employee Request for Leave of Absence Form to UB GME through the UB GME website. A HSO requesting leave should review the current Resident/Fellow Vacation and Leaves of Absence Policy. Any questions regarding steps for completing a Leave of Absence request shall be directed to UB GME HR Team.
  - i. Leave requests should be submitted At least thirty (30) calendar days in advance of the proposed commencement date for “foreseeable” leave requests (e.g., extended maternity or paternity leave, scheduled surgeries, etc.); and
  - ii. As soon as possible under the facts and circumstances when not foreseeable.
- d. An HSO who utilizes leave of absence benefits must satisfy the relevant certifying board, ACGME or CODA Program specific requirements and must satisfy all training requirements and guidelines prior to completion of the HSO’s Training Program.

### **ARTICLE XIII: Work Hours**

1. UMRS will follow and comply with ACGME, CODA, New York State Department of Health (NYS DOH) regulations and any applicable federal regulations on work hours for House Staff Officers. Wherever conflict exists between ACGME or CODA requirements and NYS DOH regulations, the more stringent requirement/regulation will be followed.
2. Meal Breaks. HSOs will be permitted meal breaks in compliance with applicable federal, state, and/or local laws.

#### **ARTICLE XIV: Moonlighting**

1. House Staff Officers may moonlight in accordance with any policy then in effect by UB GME. UMRS shall encourage Program Directors or their designee to publish their Program's moonlighting policy and make such information available to HSOs at the beginning of each Academic Year and/or upon any changes to the moonlighting policy.
2. UMRS will follow and comply with any applicable ACGME, CODA, and NYSDOH regulations on moonlighting for House Staff Officers. Whenever conflict exists between ACGME or CODA requirements and NYS DOH regulations, the more stringent requirement or regulation will be followed.

## **ARTICLE XV: Call Rooms**

1. Participating Site Call Rooms. The Parties acknowledge and agree that the guidelines offered in this Article do not impose any contractual obligations on a Stakeholder and that breaches of this Article are not subject to the grievance/arbitration process set forth in Article X. Instead, the resolution of any such issues must be addressed as set forth in Section 3 below.
  - a. To the extent practicable at an Affiliated Hospital, call rooms should be for House Staff Officer use only.
  - b. Each Affiliated Hospital should provide daily housekeeping for its call rooms (by, e.g., maintaining and/or providing clean sheets, towels, blankets, and pillow covers, disinfecting surfaces, and vacuuming/mopping of floors).
  - c. Space permitting, call rooms should have a bed, bed stand, locked storage/lockers for personal belongings, outlets, and overhead lighting.
  - d. Internet and EHR access should be made available for use by House Staff Officers within the call room.
  - e. Reasonable means for the refrigeration of food should be made available for use by House Staff Officers.
  - f. Call rooms should be secured via lock and key, password access, or badge swipe access, which would be made available to House Staff Officers.
  - g. All House Staff Officers who take home call should have access to call rooms that may be shared between other home call programs, but that would be outfitted with the same call room amenities specified above in items a through f.
  - h. Call rooms should be provided in adequate numbers.
2. Food Availability.
  - a. Consistent with applicable ACGME and/or CODA requirements, each Affiliated Hospital should offer access to food to House Staff Officers.
3. Questions or concerns regarding an Affiliated Hospital's compliance with the above noted standards that are not resolved by recourse to the usual mechanisms for response noted in Agreement Article IX.B should be directed to the Stakeholder-HSO Working Group, as noted in Agreement Article IX.

## ARTICLE XVI: Salary Conditions

1. House Staff Officers' salaries will be established at an annualized rate, payable bi-weekly.
  - a. Annual Salary: The proposed salary steps would apply to all appointed House Staff Officers. Upon successful completion of a service year and reappointment for an additional year of service, all House Staff Officers will move to the next PGY salary step.
  - b. Salary changes will be effective the first full pay period following ratification.
  - c. A new pay scale effective the full first full pay period following ratification will be modified as per the attached spreadsheet/chart.
2. Chief Resident Pay.
  - a. Chief Residents shall receive a \$1,500 annual salary supplement. Chief Resident Pay may be pro-rated in certain circumstances where the Chief Resident's duties are performed for less than a full Academic Year.
3. Ratification Bonus.
  - a. Upon thirty (30) days of ratification of this Agreement, all HSOs shall receive a one-time bonus in the amount of \$500.00, net of all applicable taxes and withholdings.

PGY	AY 2024-2025	AY 2025-2026 (July 1)	AY 2025-2026 (Jan. 1)	AY 2026-2027 (July 1)	AY 2026-2027 (Jan. 1)
1	\$ 64,386.00	\$ 67,915.00	\$ 68,788.00	\$ 69,819.82	\$ 70,867.12
2	\$ 66,263.00	\$ 70,901.00	\$ 73,509.00	\$ 74,611.64	\$ 75,714.27
3	\$ 68,582.00	\$ 74,685.00	\$ 76,643.00	\$ 77,792.65	\$ 78,942.29
4	\$ 70,982.00	\$ 77,016.00	\$ 79,535.00	\$ 80,728.03	\$ 81,921.05
5	\$ 73,236.00	\$ 80,194.00	\$ 82,941.00	\$ 84,185.12	\$ 85,429.23
6	\$ 75,591.00	\$ 82,772.00	\$ 86,084.00	\$ 87,375.26	\$ 88,666.52
7	\$ 75,776.00	\$ 83,354.00	\$ 89,226.00	\$ 90,564.39	\$ 91,902.78

## **ARTICLE XVII: HSO Educational and Professional Development Fund**

1. UMRS agrees that the State University of New York at Buffalo Jacobs School of Medicine and Biomedical Services will establish a Medical Residents and Fellows Educational and Professional Development Fund (the “HSO E+PD Fund”) consistent with UB’s commitment of supporting HSOs and providing HSOs with outstanding education opportunities, training and experiences.
2. The HSO E+PD Fund will be established and maintained by UB GME.
3. Each Academic Year during the term of this Agreement, UB will contribute Two Thousand Dollars (\$2,000.00) per HSO to the HSO E+PD Fund.
4. Unused funds will not carry over to the next Academic Year.
5. UB GME shall establish standards for disbursement of the funds to HSOs for the express purpose of reimbursing their educational and professional development expenses. Such standards shall be published on the UB GME website. **INSERT LINK.**
6. Expenses to be reimbursed under the HSO E+PD Fund include, without limitation, travel or conference expenses, textbooks, USMLE Step 3 registration, ABMS board exam registration for portions completed during residency, board review courses or other board preparation materials and a one-time allotment for computer or smartphone.
7. The funds will be disbursed by UB GME.
8. Requests for reimbursements shall not be unreasonably denied.
9. Absent extenuating circumstances, requests for reimbursements are anticipated to be disbursed by UB GME within thirty (30) calendar days of a completed and accepted request.
10. The existence of HSO E+PD funds does not prohibit additional educational or professional development funding from the Programs. However, this Agreement does not guarantee the availability of Program-specific educational or professional development funds.



## ARTICLE XVIII: Insurance Benefits

- During the term of this Agreement UMRS will continue to offer the following healthcare plans as follows:

		Eligible Employees
“Legacy Plan”	POS 200	<ul style="list-style-type: none"> <li>All HSOs employed during the AY 2022-23 for the duration of their residency or fellowship, provided they have not elected to be covered under the HDHP Plan; and</li> <li>All HSOs with a J-1 work visa, regardless of hire date.</li> </ul>
	*Single	
	*Family	
“HDHP Plan”	POS 6200	All other HSOs not eligible for the Legacy Plan
	*Single	
	*Family	

- Such plans will be continued for the duration of the Agreement as modified by the carrier or as required by applicable federal, state or local law with respect to certain co-pays and/or deductibles. Legacy Plan and HDHP Plan benefit levels will not diminish during the term of this Agreement.
- Annually and at the start of the 2025/2026 and 2026/2027 Academic Year, the HSOs’ health insurance premiums will be adjusted as indicated herein. Annual increases in HSOs’ health insurance premiums will be determined by the percentage increase in the most recent annual U.S. Bureau of Labor Statistics Consumer Price Index of Health Insurance in Urban Areas in the U.S. However, any increase of HSOs’ health insurance premium shall not exceed 7% of the prior year premium amount.

		2024-2025
“Legacy Plan”	POS 200	Per Payroll Period
	*Single	\$19.23
	*Family	\$48.69
“HDP Plan”	POS 6200	
	*Single	\$10.00
	*Family	\$24.69

- UMRS reserves the right to change carriers during the term of the Agreement provided UMRS does not change or diminish the coverage, plan of benefits, or cost to the HSOs.

5. UMRS shall continue current HSO benefits. UMRS agrees that it shall continue to offer the following benefits currently available to HSOs.
  - a. Basic Group Term Life Insurance (employer paid);
  - b. Supplemental Group Term Life Insurance (employee paid);
  - c. Up to \$50,000 in Group Long Term Disability Insurance (employer paid);
  - d. Dental coverage (employer paid); and,
  - e. Health Savings Account without an employer contribution for residents in the HDHP.

## **ARTICLE XIX: HSO Emergency Medical Expense Fund**

1. UMRS agrees that the State University of New York at Buffalo Jacobs School of Medicine and Biomedical Services will establish a Medical Residents and Fellow Emergency Medical Expense Fund (the “HSO Emergency Medical Expense Fund”).
2. The HSO Emergency Medical Expense Fund will be established and maintained by UB GME.
3. Each Academic Year during the term of this Agreement, UB will contribute Forty Thousand Dollars (\$40,000.00) to the HSO Emergency Medical Expense Fund, effective as of the date of ratification of this Agreement for the purpose of assisting HSOs who sustain expenses associated with a catastrophic, personal or family emergency.
4. The HSO Emergency Medical Expense Fund will be administered by UB GME.
5. UB GME will establish eligibility standards and an application form to be used in administering and disbursing funds from the HSO Emergency Medical Expense Fund. Such standards and the applicable for shall be published on the UB GME website. **INSERT LINK.**
6. The HSO Emergency Medical Expense Fund will allocate up to Two Thousand Dollars (\$2,000.00) per resident for personal or family medical emergencies.
7. No more than Forty Thousand Dollars (\$40,000.00) per Academic Year may be disbursed from the HSO Emergency Medical Expense Fund.
8. Requests for funding shall not be unreasonably denied.
9. Absent extenuating circumstances, requests for funding are anticipated to be processed within thirty (30) calendar days of submission of a completed and accepted request.

## **ARTICLE XX: Additional Benefits**

1. UMRS shall encourage each Participating Site to provide House Staff Officers with access to existing facility benefits including but not limited to lounge, gym, cafeteria, work rooms, libraries, scrub machines, quiet spaces and lactation rooms to the extent that such facility benefits are commonly made available to employees of those sites.
2. Questions or concerns regarding a Participating Site's compliance with the above that are not resolved by recourse to the persons or agencies for response noted in Agreement Article IX.B should be directed to the Stakeholder-HSO Working Group, as noted in Agreement Article IX.
3. At the start of a Training Program, each House Staff Officer will be provided two lab coats (white coats). HSOs may request up to two (2) additional lab coats at the beginning of each Academic Year.

**ARTICLE XXI: Term of the Agreement**

This Agreement shall become effective as of December 13, 2024, and shall continue in force and effect until June 30, 2027.

## **ARTICLE XXII: Definitions**

“ABMS” means the American Board of Medical Specialties.

“Academic Action” is defined in the UB GME Policies, as same may be amended from time to time, and is found at <https://medicine.buffalo.edu/offices/gme/policies.html>, and is further described in Article X, Section 4, of this Agreement.

“Academic Year” means the twelve (12) month period beginning July 1<sup>st</sup> and ending June 30<sup>th</sup>.

“ACGME” means the Accreditation Council for Graduate Medical Education.

“Administrative Leave” is described and found at <https://medicine.buffalo.edu/offices/gme/policies/misconduct-policy.html>

“Agreement” means the collective bargaining agreement dated December 13, 2024, between the Union of American Physicians and Dentists, AFSCME Local 206, AFL-CIO, and University Medical Resident Services, P.C.

“Americans with Disabilities Act” means the law codified at 42 U.S.C. § 12101 et seq., as same may be amended from time to time.

“Arbitration” is as described in Article X, Section 3, of this Agreement.

“Calendar Day” is a 24-hour period that begins at midnight and ends at the following midnight. A Calendar Day includes Saturdays, Sundays, and legal holidays.

“Chief Medical Officer” means an individual appointed by an Affiliated Hospital as its Chief Medical Officer.

“Chef Resident” is an administrative leadership position for a senior resident or fellow, usually in their final year of a Training Program.

“Clinical Site Director” means the faculty member at a Participating Site who is responsible for the administration of the ACGME or CODA educational program at that site, including assessment of residents/fellows and oversight of the ACGME or CODA policies and procedures that govern resident/fellow education during their assignment at the site.

“CODA” means the Commission on Dental Accreditation.

“Concerted Activity” is defined in Article VII, Section 1, of this Agreement.

“Contract Amendments” are the method used by UMRS to implement an academic decision of a Program to extend the training of a House Staff Officer.

“Department Chair” means an individual appointed to oversee the clinical, educational and research missions of a clinical department.

“EFT” or “Electronic Fund Transfer” is defined in Article IV, Section 3, of this Agreement.

“HER” means Electronic Health Records.

“Employee Request for Leave of Absence Form” is found at <https://medicine.buffalo.edu/offices/gme/policies/leave-of-absence-policy/employee-fmla-form.html>

“Family Medical Leave Act” or “FMLA” means the law codified in the United States Code, Title 5, subchapter V of chapter 63, sections 6381–6387, as same may be amended from time to time.

“FMCS” is defined in Article X, Section 3.c.ii., of this Agreement.

“GME \_Ombuds” is the individual appointed by UB to promote a positive climate for residency and fellowship education by providing an independent, impartial, informal and confidential resource for residents, fellows and faculty with training-related concerns.

“Good Standing” is defined in Article V, Section 1.b., of this Agreement.

“Grievance” is defined in Article X, Section 2, of this Agreement.

“Grievance Form” is defined in Article X, Section 3.a., of this Agreement.

“Grievance Meetings” means a meeting conducted in connection with a Grievance under the Agreement.

“HDHP Plan” is a high deductible health plan and is defined further in Article XVIII, Section 1, of this Agreement.

“House Staff Officers” or “HSOs” are UMRS employees who are residents and fellows enrolled in an ACGME-accredited or CODA-accredited Program. The term is further described in Article II, Section 2, of this Agreement.

“HSO Emergency Medical Fund” is defined in Article XIX, Section 1, of this Agreement.

“HSOE + PD Fund” is defined in Article XVII, Section 1, of this Agreement.

“Information Request” means a request in writing by a Party that reasonably describes the information sought.

“Investigatory Interviews” are interviews that could lead to discipline. Meetings with Program Directors and/or faculty to discuss academic feedback, evaluations, Letters for Improvement, Personal Learning Plans and/or informing an HSO of disciplinary decisions that have already been made are not Investigatory Interviews.

“Labor Management Committee” is a joint labor management committee, as described in Article IX, Section A.1.

“Legacy Plan” is defined in Article XVIII, Section 1, of this Agreement.

“Letters for Improvement” is described and found at <https://medicine.buffalo.edu/offices/gme/policies/academic-action-policy.html>

“Misconduct” is defined as unacceptable or improper behavior that the resident/fellow knew or should have known was wrong, or noncompliance with the UB GME Resident Code of Professional Conduct and is further referenced in Article X, Section 4, of this Agreement.

“Misconduct Actions” are defined in the UB GME Misconduct Policy, as same may be amended from time to time, and is found at <https://medicine.buffalo.edu/offices/gme/policies/misconduct-policy.html> and are referenced further in Article X, Section 4, of this Agreement.

“National Labor Relations Act” or “Act” means the law codified in 29 U.S.C. §§151-169 as same may be amended from time to time.

“Notice of Intent to Arbitrate” is as described in Article X, Section 3.c., of this Agreement.

“New York Paid Family Leave Law” means the law codified in Section 380-7.1 of the New York State Register, Title 12, Chapter 5, Subchapter H, Part 380-7 as same may be amended from time to time.

“New York Paid Sick Leave Law” is described in Article XII, Section 4, of this Agreement.

“New York State Department of Health” or “NYS DOH” is defined in Article XII, Section 1, of this Agreement.

“Participating Site” is defined by the ACGME as “an organization providing educational experiences or educational assignments/rotations for HSOs. Examples include a university, a medical school, a teaching hospital which includes its ambulatory clinics and related facilities, a private medical or group practice, a nursing home, a school of public health, a health department, a public health agency, an organized health care delivery system, a consortium, or an educational foundation.”

“Party” or “Parties” means UAPD and/or UMRS.

“Personal Learning Plan” is described and found at <https://medicine.buffalo.edu/offices/gme/policies/academic-action-policy.html>

“PGY” means Post Graduate Year.

“Program Director” means the person with the requisite qualifications as delineated by CODA accreditation standards or the appropriate Residency Review Committee of the ACGME, who is designated with authority and accountability for the operation of a graduate medical or dental education program, including compliance with all applicable accreditation requirements.

“Sponsoring Institution” is defined by the ACGME as the organization or entity that assumes the ultimate financial and academic responsibility for a graduate education program consistent with the ACGME Institutional Requirements. The Parties acknowledge that UB is presently the Sponsoring Institution.

“Stakeholders” include UB and the UB Affiliated Hospitals.

“State” means New York State.

“Training Extension Policies” are as described in Article XI, Section 2, of this Agreement.

“Training Program” or “Program” refers to a residency or fellowship program. A residency program is defined by the ACGME as a structured educational experience designed to comply with the Foundational and Advanced Specialty Requirements for a particular specialty. A fellowship program is defined as a structured educational experience following completion of a prerequisite residency program in graduate medical education (GME) designed to comply with the Advanced Specialty Requirements for a particular subspecialty. A subspecialty, or fellowship program usually functions in conjunction with, is sponsored by the same Sponsoring Institution as, and is in geographic proximity to its affiliated residency. The Parties acknowledge that the UB Programs must comply with all applicable ACGME and/or CODA Requirements and Board-eligibility requirements.



“UAPD Peer Representative” or “Peer Representative” is defined as a UAPD appointed resident or fellow are HSOs to assist with contract enforcement and unit communications, and communicate with UMRS on behalf of the Union.

“UB Affiliated Hospital” or “Affiliated Hospital” includes, at the time of ratification of this Agreement, the Erie County Medical Center Corporation, Kaleida Health, the Catholic Health System, VA WNY Healthcare System, Olean General Hospital and the Roswell Park Comprehensive Cancer Center.

“UB GME” means the UB Office of Graduate Medical Education.

“UB GME Academic Action and Misconduct Due Process Policy”, as same may be amended from time to time, is as set forth at <https://medicine.buffalo.edu/offices/gme/policies/academic-and-misconduct-review-policy.html>

“UB GME DIO” or the “UB Designated Institutional Officer” is the individual in an ACGME Sponsoring Institution who has the authority and responsibility for all of that institution’s ACGME-accredited programs” and is further referenced in Article X, Section 1.d, in this Agreement.

“UB GME HR Team” means those persons employed by UB Foundation who are assigned various human resources duties and responsibilities by UB GME.

“UMRS” or “Employer” is defined in Article II, Section 1, of this Agreement.

“Resident/Fellow Vacation and Leaves of Absence Policy” is found at <https://medicine.buffalo.edu/offices/gme/policies.html>

“Union” and/or “UAPD” or the Union of American Physicians and Dentists is defined in Article II, Section 1, of this Agreement.

“University at Buffalo” or “UB” means the State University of New York, University at Buffalo.

“USMLE” means the United States Medical Licensing Examination.

“Working Group” is defined in Article IX, Section B.1, of this Agreement.

For UMRS:

For UAPD:

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Larry M. Ross, Esq.

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Date

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Date