

UNIVERSITY OF PENNSYLVANIA HEALTH SYSTEM

AND

COMMITTEE OF INTERNS AND RESIDENTS,
LOCAL 1957
(CIR-SEIU)

AGREEMENT

October 1, 2024 – September 30, 2027

List of Articles in Agreement

[Article 1: Agreement & Recognition](#)

[Article 2: Access and Bulletin Boards](#)

[Article 3: Duties, Caps, Call, Jeopardy](#)

[Article 4: Severability](#)

[Article 5: Non-Discrimination; Commitment to Inclusivity](#)

[Article 6: Employee List and Orientation](#)

[Article 7: Employee Health, Safety and Security](#)

[Article 8: Labor Management Committee](#)

[Article 9: Lactation Accommodation](#)

[Article 10: Liability/Malpractice Insurance](#)

[Article 11: Management Rights](#)

[Article 12: Leaves](#)

[Article 13: Release Time](#)

[Article 14: Resident Lounges and Call Rooms](#)

[Article 15: Resident Wellbeing and Scheduling](#)

[Article 16: Health Benefits](#)

[Article 17: Holidays](#)

[Article 18: Grievance Procedure](#)

[Article 19: Arbitration](#)

[Article 20: Vacation](#)

[Article 21: License Reimbursement & Training](#)

[Article 22: Educational Time](#)

[Article 23: Presenting at Conferences and Educational Expenses](#)

[Article 24: Electronic Devices](#)

[Article 25: Food and Meals](#)

[Article 26: Bike Storage](#)

[Article 27: Moonlighting](#)

[Article 28: Parking and Transit](#)

[Article 29: Retirement/403B](#)

[Article 30: Program Closure and/or Reduction](#)

[Article 31: Fatigue Mitigation Transportation](#)

[Article 32: Union Security](#)

[Article 33: Uniforms and Supplies](#)

[Article 34: Additional Educational Benefits](#)

[Article 35: No Strike/No Lockout](#)

[Article 36: Complete Agreement](#)

[Article 37: Successorship](#)

[Article 38: Salaries](#)

[Article 39: House Officer Agreements, Duty Hours, and Survey Compliance](#)

[Article 40: Duration & Execution](#)

Article 1: Agreement & Recognition

Section 1. Agreement

This Agreement is entered into on date(s) of execution below, by and between the Committee of Interns and Residents/SEIU (CIR), hereafter referred to as “Union,” and the Trustees of the University of Pennsylvania, as owner and operator of the University of Pennsylvania Health System, hereinafter referred to as “UPHS,” or the “Employer,” covering the period of October 1, 2024 to September 30, 2027.

Section 2. Recognition

The Employer recognizes the Union as the exclusive representative of employees within the unit certified by the National Labor Relations Board in Case No. 04-RC-313858, for matters within the scope of representation as specified in the National Labor Relations Act, as follows:

A. Including: All full-time and regular part-time interns, residents (including those designed as “Chiefs” and OMFS Dental residents), and fellows in ACGME accredited or unaccredited programs employed by UPHS at the Hospital of the University of Pennsylvania (“HUP”), located at 3400 Spruce Street, Philadelphia, Pennsylvania; Pennsylvania Hospital (“PAH”), located at 800 Spruce Street, Philadelphia, Pennsylvania; and Penn Presbyterian Medical Center (“PPMC”), located at 51 N. 39th St, Philadelphia, Pennsylvania.

B. Excluded: Podiatry residents in training at Penn Medicine, and all other employees, directors, managers, Internal Medicine Chiefs, fellows classified as Attending Physicians employed by the University, guards and supervisors as defined in the Act.

C. Unless expressly stated otherwise, the term “Resident” in this Agreement is intended to refer to any member of the bargaining unit, inclusive of interns, residents, and fellows.

Article 2: Access and Bulletin Boards

Section 1. Access and Visitation

The Employer recognizes the Union shall have the right to appoint assigned staff Representative(s) and department or specialty Union committee members. The Union will, within thirty (30) days after the execution of this Agreement, and annually thereafter, advise the Employer in writing of the names of its appointed representatives, committee members and their respective roles; if and when changes are made, the Union will promptly notify the Employer of such changes. The committee members appointed by the Union shall receive no additional compensation from the Employer as a result of such appointment.

Duly appointed Union representatives may be permitted access to the property of the Employer in non-patient-care areas to the extent necessary to investigate and process formal grievances related to this Agreement, represent members for any meeting or process covered by the Resident’s section 7 “Weingarten” Rights under the NLRA, or for conferring with the Employer on the administration of this Agreement.

No employee representative or other agent of the Union shall engage in any Union activity, in such a manner as to interfere with the performance of normal UPHS operations or any Resident’s work or the work of other employees.

Section 2. Bulletin Boards

UPHS shall make available to the Union a bulletin board in any Residents' lounge maintained pursuant to this Agreement. The Union shall have sole authority to post materials on the bulletin board, provided that UPHS may require the removal of any material in violation of UPHS policy as it determines in its reasonable discretion.

Section 3. List of Representatives

The union will furnish the University with a written list of all union representatives and officers who are authorized by the union to conduct union business. This list shall be maintained in a timely manner and any changes, additions or deletions to the list shall be made in writing to the University.

Section 4. Use of meeting rooms

The union shall be granted use of designated general purpose meeting rooms to hold events such as, but not limited to, ratification votes, delegation elections and grievance investigations. Such use shall be arranged in advance in accordance with local access rules and regulations and shall not be unreasonably denied. Room reservations shall not be cancelled by the University except where unforeseen circumstances require the room to be used for purposes including but not limited to teaching, patient care-related purposes, or staff conferences. If a reserved room is canceled, the University will provide a comparable alternative.

Article 3: Duties, Caps, Call, Jeopardy

Section 1. Out of Title Work

Consistent with ACGME requirements, UPHS agrees to accomplish program learning objectives by minimizing Resident work that is extraneous to their ACGME accredited program and without excessive reliance on Residents to fulfill non-physician obligations, duties, or tasks.

Section 2. Patient Caps

UPHS programs may establish by department or specialty patient caps and may from time to time adjust those patient caps, consistent with ACGME guidelines. Programs shall make a good faith effort to adhere to established patient caps, provided however that in the event of an emergency it may be necessary to temporarily exceed such a cap.

Section 3. Call Schedules

All departments will determine their own call schedules, at the sole discretion of the department program director, or Chief Resident.

Section 4. Jeopardy

UPHS programs will establish by department or specialty a jeopardy system and may adjust from time to time that jeopardy system. Once established a program will make a good faith effort to adhere to the jeopardy system unless deviation is necessary to ensure continuity of clinical operations. In the event of repeated deviations from the jeopardy system in a particular department, upon request by either party, the parties shall meet to determine if corrections are needed in the jeopardy system for such department.

Section 5. Staffing and Supervision

All Programs shall adhere to ACGME rules regarding staffing to ensure training and appropriate supervision.

Article 4: Severability

In the event that any part of this Agreement is held to be illegal, invalid, void or unenforceable by any court of competent jurisdiction, all of the remaining conditions and provisions of this Agreement will remain in full force and effect during the term of this Agreement. In the event that any provision of this Agreement is declared illegal, invalid, void or unenforceable, the parties agree to negotiate in good faith upon the request of one of the parties in an attempt to determine whether a substitute provision is appropriate and, if so, to reach agreement on such a provision.

Article 5: Non-discrimination; Commitment to Inclusivity

Section 1. Diverse and Inclusive Workforce

The Union and University affirm their joint commitment that all programs engage in practices that focus on mission-driven, ongoing, systematic recruitment and retention of a diverse and inclusive workforce of Residents.

Diversity, equity, and inclusion shall be a standing topic at quarterly Labor Management Committee meetings.

Section 2. Non-discrimination

The parties agree that neither party will discriminate on the basis of race; ethnicity; color; sex; medical conditions related to pregnancy, childbirth, and/or breastfeeding; sexual orientation; gender identity; religion; national origin; ancestry; age; physical or mental disability; marital status; familial status; genetic information; domestic or sexual violence victim status; citizenship status; military status; status as a protected veteran; union activity or affiliation; or any other protected characteristic under applicable law.

Section 3. Prohibition of Harassment

The University is committed to creating and maintaining a community dedicated to the advancement, application, and transmission of knowledge through academic excellence, in an atmosphere free from prohibited harassment, exploitation, or intimidation. Complaints of sexual misconduct (including sexual violence and/or sexual harassment) may be made to the University's Title IX office or may be made the subject of a dispute under UPHS GME policy II-B ("Appropriate Treatment of House Staff").

Section 4. Fair and Respectful Treatment

UPHS commits to fair and respectful treatment of Residents. Complaints regarding inappropriate treatment may be made the subject of a dispute under UPHS GME policy II-B ("Appropriate Treatment of House Staff").

Section 5. Religious Accommodation

UPHS commits to make reasonable accommodations so that no Resident will be discriminated against, disciplined, or be forced to perform a medical procedure that violates their religious beliefs, except in cases of undue hardship or in emergency situations where no accommodation is possible and the emergency medical care of the patient overrides the personal beliefs of the Resident.

UPHS will provide a reasonable accommodation (including but not limited to the observance of religious holidays) upon request to any Resident on grounds of religious belief, provided such accommodation would not constitute an undue hardship. Any days off for observance of religious holidays will require the use of paid time off.

Section 6. Gender Identity

The parties shall not discriminate on the basis of gender identity or expression. UPHS will reasonably accommodate the gender identity or expression of any Resident upon request, provided such accommodation does not constitute an undue hardship or conflict with applicable law. UPHS is committed to preserving an environment free from harassment on the basis of gender identity or expression.

Article 6: Employee List and Orientation

Section 1. Lists

The University shall provide the union with an electronic list of incoming Residents by March 31 each year, or as soon thereafter as reasonably practicable once the completion of the Match and the list of incoming residents has been finalized, as well as a list of Residents who have completed a residency training or fellowship program each academic year on or before July 31. The list of incoming Residents shall include, for each Resident, name, address on record, work phone number, personal phone number (if available), work email address, personal email (if available), department, and postgraduate year.

A complete list of employees in the bargaining unit, including, for each Resident, name, address on record, work phone number, personal phone number (if available), work email address, personal email (if available), department, and postgraduate year, shall be provided to the Union by July 31 of each year.

Section 2. Orientation

During orientation for new Residents, the Union shall be granted twenty (20) minutes to give a presentation about the Union, the benefits of Union membership, and the collective bargaining agreement, and to direct Residents to the CIR table. The Employer shall schedule this session for a time in the first or second quarter of the meeting to the extent practicable.

The union shall be provided the use of one information table at or near orientation and will be allowed to speak with the incoming residents. The union must be provided with a schedule of annual, general orientations at least two weeks in advance. UPHS will not object to the Union's reasonably contacting residents using contact information supplied to the Union by UPHS.

Section 3. Orientation Materials

At the table provided, the union may provide a copy of the collective bargaining agreement, union membership card, a list of chapter leaders with contact information, as well as any other informational materials reasonably related to the union.

Article 7: Employee Health, Safety and Security

Section 1. Occupational Medicine

Residents will participate in UPHS's occupational medicine and workers' compensation programs at no cost to the Residents. If an exposure/injury occurs at an affiliate, the Resident should follow the affiliate's protocols for initial evaluation and follow up as may be required with UPHS occupational medicine.

Section 2. Personal Protective Equipment

UPHS will provide all required personal protective equipment (PPE) at no cost to Residents. Residents shall be responsible for reasonable care of personally issued PPE in the normal course of business. UPHS will replace at no cost to the Resident all PPE used or damaged through the normal course of business. Protective equipment shall include, where appropriate, properly fitting masks, gloves, gowns, goggles, lead gowns and x-ray lead goggles, thyroid guards, and any other PPE needed at each assigned patient care location.

Section 3. Security

UPHS will provide security staff at HUP, HUP Cedar, PPMC, and PAH. Residents may request that UPHS security officers be present during any interaction at a UPHS facility with a patient or visitor in which there is an increased risk to the safety of any member of the UPHS community. Residents may request that UPHS security officers enforce HUP and/or PAH's policy on weapons in the hospital. No Resident will be subject to discipline for making any such request.

Section 4. EAP

Residents will be eligible for UPHS Employee Assistance Programs. UPHS may make a mandatory referral to EAP for a Resident presenting a direct threat to the health or safety of any person (including the Resident) or a risk to patient care. No Resident will be subject to retaliation for using EAP services. EAP records will be kept confidential consistent with applicable law and provisions of this Agreement.

Article 8: Labor Management Committee

Section 1. Labor Management meetings

In the interest of fostering a cooperative approach to resolving problems, the Union and the University shall form a consultative labor-management committee made up of five (5) representatives of each party. The parties recognize that bargaining unit members with an interest in the agenda may attend the meetings as non-participatory observers with the permission of UPHS, which shall not to be unreasonably denied. When the Union is aware that non-participatory observers wish to attend a meeting, the Union will submit a request to UPHS at least ten (10) days in advance. The Union and UPHS agree to hold labor-management

meetings on a quarterly basis or upon mutual agreement that additional meetings are necessary. These meetings will occur at a mutually acceptable time, date and place on the HUP or PAH campus to discuss issues related to working conditions, facilities and items related to this Agreement, including but not limited to:

- 1) Diversity, equity, and inclusion shall be a standing topic at quarterly Labor Management Committee meetings, including periodic updates on UPHS diversity, equity, and inclusion programs and initiatives relevant to graduate medical education, and what recommendations might be made to UPHS leadership with respect to such programs and initiatives.
- 2) Any change to CDC guidance concerning hospital operations or physician-patient interaction.
- 3) Safety concerns related to Residency, or patient care for both medical and mental health related issues.
- 4) Concerns related to call rooms, their cleanliness, and patient safety related to the location of call rooms in the Central Hospital or rotation sites for Residents caring for critical care patients.
- 5) Program standards for certification and the maintenance of full accreditation as required by ACGME, or the certifying boards for each program or specialty including, for example, the full spectrum of reproductive healthcare training and the maintenance of the Ryan program status.

Meeting times may, but are not required to, occur outside of normal business hours. Both parties reserve the right to invite additional Residents, faculty, or administrative personnel to the labor management meetings beyond the 5 representatives from each side if their technical or situational knowledge is needed for a topic of discussion during the Labor Management meeting.

Article 9: Lactation Accommodation

The Employer will provide resources for continued lactation support services upon a Resident's return to work. Where spaces exist for faculty or staff for the primary purpose of expressing milk, residents and fellows will have access to those spaces for the purpose of expressing milk. Consistent with UPHS GME policy (II-X,12/16/2022), these spaces must not be a bathroom or locker room, and shall be shielded from view and free from intrusion by coworkers and/or the public with a door that locks from the inside (a semi-private room dedicated for lactation is acceptable provided there are screens to ensure privacy).

The space will be equipped with 1) a comfortable chair 2) a table 3) an electrical outlet near the chair and table 4) A light, door sign or other mechanism to indicate that the space is in use 5) a trashcan, paper towels, sanitizing wipes and hand sanitizer 6) a hospital grade pump in lactation rooms that are 100% UPHS dedicated to lactating employees/trainees and 7) refrigeration will be available but need not be in the space designated for lactation. A list and map of such spaces will be maintained and available. If no such space, equipped as described above, exists within a reasonable walking distance to the resident/fellow's assigned patient-care responsibilities, the Department for the resident/fellow's assigned rotation will make a reasonable effort to designate an appropriate temporary space for the purpose of expressing milk and shall make

reasonable efforts to include the above listed amenities provided for in this section. The Lactation rooms will be subject to daily housekeeping services.

Any Resident that will require use of lactation support services will communicate their anticipated needs to their Program Director and will highlight their lactating status at the start of each clinical assignment. A reasonable effort will be made to provide break time for the resident/fellow to express milk for their nursing child for at least one year after the child's birth.

Article 10: Liability/Malpractice Insurance

UPHS shall defend and indemnify Residents for alleged negligent acts and/or omissions arising out of the performance of duties within the course and scope of their training programs and shall provide professional liability coverage with respect to such duties. Residents are only covered for activities performed within the scope of their formal program and approved affiliations. This specifically excludes coverage for external moonlighting. Residents shall not be covered for any activity not within the scope of the Resident's duties for UPHS, nor shall they be covered for any intentional tort, fraud, corruption, malice, or criminal negligence. Residents contacted or notified of any claim, complaint, or lawsuit arising from the Resident's activities within the course and scope of their University duties shall immediately notify UPHS Risk Management, who will advise on how to respond or coordinate the response on their behalf. With respect to claims arising after graduation, UPHS shall provide professional liability "tail" coverage or coverage on an occurrence basis, on the condition that the Resident cooperates in the defense of the matter in question.

Article 11: Management Rights

Section 1. Management Rights

All management functions, rights, and responsibilities that the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer. Without limiting the generality of the foregoing, the Employer retains the exclusive rights to direct, schedule, and assign the workforce; to plan, direct, and control operations; to hire, promote, transfer, lay off, and recall employees to work; to determine whether to fill vacancies; to determine the number of programs, their elements, the sizes of their cohorts, and whether they shall be accredited or not accredited; to determine whether any program(s) should be introduced or closed; to determine the number of employees and the duties to be performed; to suspend, dismiss, or otherwise discipline employees for Just Cause; to determine methods and means for performing work and for orientation, onboarding, and training; to make reasonable rules, regulations, policies, and practices governing the workforce and the performance of work; and otherwise generally to manage the facilities of the Employer so as to attain and maintain full operating efficiency.

Section 2. Assessment of Bargaining unit

The Employer shall have the unconstrained right to determine the means of assessment for bargaining unit members and to evaluate bargaining unit members with respect to academic performance and qualifications for renewal, promotion, and graduation (including but not limited to whether an extension of training may be required or whether a trainee meets the eligibility requirements of a specialty licensing board or other authority). The employer's

determinations with respect to academic performance and qualifications shall not be subject to any grievance and arbitration process. In the event of academic discipline, including dismissal from or extension of internship, residency, or fellowship, all bargaining unit members will have access to and may avail themselves of the right of appeal through the Employer's academic appeal process and may be represented by their Union during such process.

Section 3. Effects Bargaining

The Union retains the right to bargain over the effects of any management decision made pursuant to this Article pertaining to program closure, loss of accreditation, or affiliation termination that materially affects the terms and conditions of employment of any Resident, or any management decision that substantially alters the Residents work schedule/duty hours, or major program changes where the rotation schedule is substantially altered, or a substantial change in assigned duties of the Resident, or a change that adds a significant expense to the Resident, or any other effects bargaining as required by law.

Article 12: Leaves

Section 1. Medical appointments

Per ACGME requirements, all Residents may attend medical, mental health, and dental appointments during work hours. For non-urgent appointments, schedule arrangements must be discussed/planned in advance with the Program Director or the Program Director's designee for scheduling matters. For appointments that are reasonably expected to last under four hours, no sick time will be required.

Section 2. Leave for Military Service

Military leave is covered by UPHS Policy and is administered in accordance with the Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA), along with any applicable state law.

Section 3. Leave for Jury Duty

A Resident called to Jury Duty will receive regular compensation for time served. The program director and/or department must be notified as soon as a jury summons is received. Only the court, pursuant to the procedure outlined in the Jury Summons Notice, can grant deferment or excused absence from jury service. However, a Resident summoned for jury duty may request to be excused by virtue of participation in a graduate medical education program. The Resident may request from the Training Program Director a letter verifying the Resident's participation in the program to be submitted to the court.

Section 4. Family Medical and new parent Leave CIR response

Consistent with Employer GME policy, Residents shall be eligible for FMLA leave upon the commencement of training (i.e. on the first day of employment) and may receive up to six (6) weeks of paid FMLA leave (of the 12 weeks available) in any rolling 12-month period, plus two (2) additional paid weeks for new child leave (birth or adoption). Residents may use additional paid time banks concurrent with FMLA to receive up to an additional four (4) weeks of paid time. The maintenance and administration of FMLA policy shall be left to the Employer's discretion,

subject to the terms of this subsection and applicable law. In the event there are two Residents who are parents of a child, then both Residents will be entitled to leave under this section, provided however that if such parents are Residents in training in the same program, they shall not be approved for concurrent paid leave, except at the discretion of the Program Director, approval not to be unreasonably withheld.

Section 5. Bereavement Leave

A Resident shall receive up to five (5) paid days for bereavement purposes in the event of the death of the Resident's spouse, parent, child, sibling, grandparent, grandchild, and in-law and step relatives of the relationships listed herein. This provision also covers other related persons residing in the Resident's household. In the event the Resident has a personal obligation for someone other than listed, the Resident shall be permitted to use five sick days per academic year for funeral attendance/bereavement.

Section 6. Shift Swap

Residents and Fellows will be permitted to attend interviews for training positions in academic medicine during the academic year without needing to use "paid time off," provided they are able to swap shifts with a colleague and on the condition that such swap is approved in advance by the program director, consistent with program or department policy, with such approval not to be unreasonably withheld.

Section 7. Required make up time

Leave allowed pursuant to FMLA and/or USERRA shall not be required to be made up by the Resident except where required by law, ACGME, and/or the applicable certifying board.

Article 13: Release Time

Section 1. Convention release

With advance notice of at least sixty (60) days, UPHS will make a reasonable effort to not schedule or will release from work up to three (3) elected CIR delegates to attend CIR's annual convention. Such Residents will not be required to use paid time off during the absence if UPHS is able to schedule around the convention, however in the event that work release time is necessary the Resident may be required to use paid time off for the absence.

Section 2. Executive committee release

Upon advance request of at least 60 days, UPHS will make reasonable efforts to not schedule up to one (1) Resident appointed to CIR's Executive committee for duty so that they can attend the aforementioned committee's quarterly meetings. Such Residents will not be required to use paid time off during the absence.

Section 3. New hire orientation release

Upon advance request, for each new hire orientation session, up to two Residents shall be granted a schedule adjustment so that they are able to staff the table outside of new employee orientation.

Article 14: Resident Lounges and Call Rooms

Section 1. Lounges

UPHS will continue to provide a Residents lounge at HUP and at PAH, which shall include amenities such as a hospital phone, a microwave, cold water dispenser, a refrigerator, utensils, a coffee machine with free coffee, and seating, a computer with microphone, and Internet access.

Section 2. Call Rooms

UPHS will provide one (1) call room for each Resident who is assigned to work overnight or is reasonably expected to work overnight equipped with a bed prepared for sleep, a desk, a hospital phone, a working computer with monitor, a trash can, and a light. The call rooms will be subject to daily housekeeping services (provided however that if a Resident stores personal belongings in a call room, hospital environmental services will not clean it), including on weekends and holidays, and will not be accessible to the general public. UPHS will provide secure lockable units in each call room for Resident use. Call rooms shall be reasonably proximate to the Resident's assigned patient care area consistent with ACGME common program requirements.

Article 15: Resident Wellbeing and Scheduling

Section 1. Resident Wellbeing

A committee on Resident Wellbeing (to include no fewer than five (5) Resident members) will be reactivated and maintained for the duration of the agreement to serve as an advisory body to the Associate Dean of GME or designee, on wellbeing policies, initiatives and burnout prevention. Reasonable resources will be available to support requests coming from this committee.

Section 2. Required Days Off

Per ACGME requirements, all Residents must be scheduled for a minimum of one day in seven free of clinical work and required education (when averaged over four weeks). At-home call cannot be assigned on these free days. This is separate and apart from any scheduled holiday, personal day, sick day, or vacation day. Additionally, Residents must have at least 14 hours free of clinical work and education after 24 hours of in-house call. Residents should also have eight hours off between scheduled clinical work and education periods.

Section 3. Major program changes

In the event of program changes, the Hospital will work with the Resident and allow them to change a rotation that they have already completed and there is no academic need for them to repeat, so that they are not being used as a place filler in an already completed rotation, which would delay them in completing Rotations that are needed to complete their Residency, or prevent/delay them from working on their specialization in later Post Graduate Years.

Article 16: Health Benefits

Section 1. Health, Dental and Vision Benefits

Residents shall be eligible to participate in the medical, prescription benefits, dental, flexible spending accounts, life insurance, and short- and long-term disability insurance and vision

benefits programs offered by UPHS to its employees on the same terms and conditions as other participants, as described in such plan documents and summary plan descriptions as they may exist from time to time. UPHS reserves the right to alter or discontinue any and all benefits programs in its discretion as plan sponsor. At least sixty (60) days prior to the implementation of any change UPHS will notify the Union of and, at the Union's request, meet and discuss regarding the planned changes.

Article 17: Holidays

Section 1. Holidays

Employer programs shall to the extent practicable schedule work such that where work is required on the following holidays, such work shall be equitably distributed among the Residents in the program.

1. New Year's Day (January 1st)
2. Martin Luther King Day (Third Monday in January)
3. Memorial Day
4. Juneteenth (June 19th)
5. Independence Day (July 4th)
6. Labor Day
7. Thanksgiving Day (Fourth Thursday in November)
8. Christmas Day (December 25th)

Article 18: Grievance Procedure

Section 1. Grievance Procedure

A grievance shall be defined as any dispute between the parties hereto concerning the interpretation, application, performance, or any alleged breach of any provision of this Agreement, except that, consistent with Article 11, any dispute concerning an Employer assessment or evaluation of a bargaining unit member with respect to academic performance (including but not limited to ACGME competencies) and/or qualifications for renewal, promotion, and/or graduation (including but not limited to whether an extension of training may be required or whether a trainee meets the eligibility requirements of a specialty licensing board or other authority) shall not constitute a grievance or give rise to any right to invoke the procedure in this Article.

A Resident who is disciplined for issues related to academic performance may exercise a right to appeal under GMEC policy, but such discipline shall not be the basis for a grievance under this Article; the Resident shall be entitled to representation consistent with any such policy or procedure, including the ability to select a Union representative as their advisor.

Section 2. Grievance Processing

A grievance shall be processed and disposed of in the following manner:

Exhaustion of Remedies Under Policy: Any grievance pertaining to a dispute for which there exists a right of appeal under GMEC policy, including but not limited to policy II-B ("Appropriate Treatment of House Staff") or policy II-T ("House Staff Procedures for Appeal of Disciplinary

Actions”), shall before presentation under this Article be appealed or presented for redress under GMEC policy, all rights under which must be exhausted by the grievant(s) and the Union.

A grievance made the subject of such an appeal or request for redress under GMEC policy, if not adjusted to the satisfaction of the grievant(s) or the Union, may be presented in Step 2 below within thirty (30) calendar days after final determination is rendered pursuant to policy. Final determination under Policy II-B or II-T must be within sixty (60) business days of its original presentation by the Resident for redress under the applicable GMEC policy, provided that in the event of extraordinary circumstances, UPHS may notify the Union that additional time is necessary for processing. Any dispute or alleged contract violation not covered by those two policies may be presented at step one of the grievance process as outlined below, including disputes alleging pay/wage issues or errors, reimbursements, leave(s), holidays, vacations, or other benefits, provided however that claims for benefits provided through an employee benefit plan (such as medical, dental, vision, or short- or long-term disability benefits) shall be addressed exclusively through the claims and appeal procedure outlined in each plan’s Summary Plan Description.

Step 1: Within thirty (30) calendar days of the occurrence of the incident giving rise to the dispute, a Resident having a grievance or the Union shall present such grievance in writing to the Resident’s program director (with a copy of the GME office). The Employer shall give its answer to the grievance to the Union employee within ten (10) business days after the presentation of such grievance.

Step 2: If the grievance is not settled in Step 1, the grievance may, within ten (10) business days after the answer in Step 1, be presented in Step 2. A grievance shall be presented in this step by the Union to the office of the GMEC chair or chair’s designee. At the time the grievance is presented, the Union may request a Step 2 meeting. If such request is made, the office of the GMEC chair shall arrange a meeting to include the grievant(s), a representative from the Union, and a representative from management in the department(s) of the grievant(s) as may be appropriate. At this meeting either party may present informally the testimony of witnesses or any relevant documentation in their possession conducive to adjustment of the grievance. Within thirty (30) calendar days of the conclusion of the meeting, the office of the GMEC chair will respond in writing to the grievance with a decision.

Step 3: If the matter is not adjusted at Step 2, the Union may within ten (10) business days of the date of the Step 2 response request a meeting with the office of the Chief Human Resources Officer for the hospital sponsoring the program of the Resident grievant(s). If such a request is made, the Employer shall arrange a meeting to include the grievant(s), a representative from the Union, and a representative from management in the department(s) of the grievant(s) or the office of the GMEC chair, as may be appropriate. At this meeting either party may present informally the testimony of witnesses or any relevant documentation in their possession conducive to adjustment of the grievance. Within thirty (30) days of the conclusion of the meeting, the office of the CHRO will respond in writing to the grievance with a decision.

Section 3.

Failure on the part of the Employer to answer a grievance at any step shall not be deemed acquiescence thereto, and the Union may proceed to the next step.

Section 4.

Only the Union, and not any individual employee, may present a grievance at Step 2 or Step 3 of this procedure. All grievances shall be presented within the time limitations contained herein or they shall be considered waived, unless the time limits are extended by the mutual agreement of the Employer and the Union. Unless a grievance is appealed within the time limitations contained herein after the Employer's answer in each step, such grievance shall be conclusively deemed to have been settled in accordance with such answer. Such answer shall be final and binding upon the aggrieved employee(s) and the Union.

Section 5.

The Employer will make a reasonable effort to consider the work schedule of the employee in setting hearing dates and times.

Article 19: Arbitration

Section 1.

Any grievance that has been processed through the grievance procedure as set forth in Article 18 above and has not been settled by the exhaustion thereof may be taken to arbitration by the Union by serving written notice thereof within thirty (30) calendar days after the Employer's answer at Step 3 of the grievance procedure. Within ten (10) calendar days after having served such written notice, the Union shall file a formal demand for arbitration. Such demand shall be filed with the American Arbitration Association (AAA) at its Philadelphia office and any arbitration resulting from such demand shall be held at such place as may be designated by such office. If the Union fails to serve such notice on the Employer or to file such demand for arbitration within these time limitations, it shall be deemed to have waived the arbitration and the grievance shall be considered settled. No individual employee shall have the right to invoke this arbitration procedure. The time limitations set forth herein may be waived by mutual agreement between the Employer and the Union.

Section 2.

The jurisdiction and authority of the arbitrator and his opinion and award shall be confined exclusively to the specific provision or provisions of this Agreement at issue between the Union and the Employer. The arbitrator shall have no authority to add to, alter, amend, or modify any portion or provision of this Agreement. The written award of the arbitrator, if within the jurisdiction and authority as specified in this Agreement, shall be final and binding upon the parties and the grievant(s).

Section 3.

The Union and the Employer shall each bear its own expenses in these arbitration procedures and shall share equally the cost of transcript, fees, and other expenses of the arbitrator or AAA in connection with the arbitration.

Section 4.

Whenever an arbitration hearing is scheduled during the regular work time of a Resident who is a grievant, the grievant will be released with pay as the employee is exempt. A written request

for release time should be submitted within seven days upon the scheduling of the arbitration for the grievant and any other witness to be called by the Union to provide relevant testimony. Such requests shall not be unreasonably denied. If the request for release time is received after seven days of the scheduling of the arbitration the University will make a reasonable effort to accommodate the release provided that it does not interfere with patient care.

Article 20: Vacation

Section 1. Vacation

Each Resident will be entitled to a minimum of 4 weeks of vacation (with each such week generally to be a 7-day block that includes 5 weekdays and 2 weekend days) and 8 additional sick and personal days, each academic year unless this would require an extension in training due to requirements from a national board, the ACGME, or other regulatory organization that mandates less annual vacation time. In this case, the house officer will be entitled to the most annual vacation allowed under such requirements.

For Residents with an unpaid training gap between PGY levels (i.e., a PGY-1 intern year starting in June with the PGY-2 year starting July 1), the 4 weeks of vacation must be taken during the 12 months of paid employment. The unpaid training gap is not considered part of the 4 weeks of minimum paid vacation described in #2 above.

Each program shall establish a policy specific to its participants concerning usage of vacation and sick/personal days. UPHS will interpret ACGME guidelines concerning time off for each program. Residents will not be required to make up time for allowed PTO unless required by ACGME guidelines or the certifying board.

Article 21: License Reimbursement & Training

Section 1. License Reimbursement and Required Training

A. General Eligibility

To be eligible for reimbursement under this provision a Resident or Fellow must meet both of the following requirements:

1. The Resident or Fellow must be appointed through the Office of Graduate Medical Education in a residency or fellowship training program for the relevant academic year; and
2. The Resident or Fellow must have an active appointment on the date payment was made to the Medical Board of Pennsylvania or Federation of State Medical Boards.

Newly hired Residents, who obtain a new license for their upcoming training program, will also be provided reimbursement.

Section 2. Medical License

The Employer will pay for any license, or renewal of any license required to participate in the training program, and/or needed to complete expected work tasks and job duties.

Section 3. USMLE STEP III or COMLEX III

1. To be eligible for reimbursement for USMLE Step III/COMLEX III exam fees, the examination date must occur within the academic year in which reimbursement is sought.
2. Residents are only eligible to receive reimbursement once during the term of their employment.
3. Reimbursement is only for fees paid directly to the National Board of Osteopathic Medical Examiners or Federation of State Medical Boards.

Section 4. Other Licenses

The University shall also reimburse Residents or pay directly for the cost of the following licenses or certifications, if required by the Resident's program: BLS, ACLS, DEA, FLS, FES, EMIGS, ATLS, PALS, ALSO, AART, NRP, all Boards, fifty-one fifty training and the Pennsylvania Medical License including all initial applications and renewals.

Article 22: Educational Time

The union and UPHS recognize that education is a key component of UPHS residency and fellowship programs. UPHS shall make a good faith effort to protect scheduled academic activities, including but not limited to didactics, conferences, courses, simulations, computer training sessions, and orientation days. During such educational activities, Residents shall be released from clinical duties, and on-service residents will have a designated qualified provider to transition pager responsibility, to the extent practicable.

Article 23: Presenting at Conferences and Educational Expenses

UPHS will provide a minimum of \$1,000 per year per Resident in reimbursement for approved educational and/or academic expenses. In the event additional funds are required to support a Resident presenting at a conference, a request shall be made to the program director. Programs may at their discretion provide additional Educational reimbursements beyond those specified in this section.

Article 24: Electronic Devices

Each Resident shall be provided with a portable cellular phone (e.g. an iPhone) capable of performing needed functions to complete their required work, which shall be made available pursuant to employer policy.

Article 25: Food and Meals

Section 1. Food

UPHS shall ensure healthy food choices are available for purchase by Residents at HUP, HUP Cedar, PPMC, and PAH anytime that Residents are on duty.

Section 2. Meal Allowance

All Residents within thirty days of employment are eligible to receive an annual meal allowance of \$500 on a preloaded card for use in UPHS cafeterias (Hospital of the University of Pennsylvania, Presbyterian Medical Center, and Pennsylvania Hospital).

Article 26: Bike Storage

Section 1. Bike Storage

The University will make good faith efforts to provide a safe and secure environment for free, secure bike, scooter, electric bike storage within a reasonable walking distance of the main entrance at the main campus or at each rotation site where Residents are assigned to work.

Article 27: Moonlighting

Section 1.

Each training program shall have a policy pertaining thereto in compliance with UPHS Moonlighting Policy and procedures.

Section 2.

Each program policy must contain a method for pre-approval, monitoring (which must include the method for tracking hours), and periodic review. Residents must not be required to engage in moonlighting (internal or external) and this must be clearly stated in the policy.

The University will comply with the ACGME requirements regarding moonlighting. Moonlighting is not intended to be a substitute for adequate staffing.

Section 3.

For added shifts that were not on the Residents schedule, where Residents is called in to work or required to work, when not designated as backup the Resident will be paid a minimum of \$100/hour; departments may offer more in their discretion.

For Moonlighting shifts where the Resident volunteers to work the Resident will be paid a minimum of \$100/per hour, departments may offer more in their discretion.

Section 4.

Without qualification of any management right as set forth in this Agreement, UPHS agrees that in the event of any change to regularly scheduled moonlighting, UPHS will communicate such change with the Residents as soon as practicable. And upon request by the Union, UPHS will meet and discuss such change.

Section 5. Anesthesia evening pay

For all Anesthesia Residents who work past 5:30pm there shall be an added hourly pay of \$100.00 dollars per hour, normal withholdings will apply.

Article 28: Parking and Transit

Section 1. Parking

UPHS agrees that Residents shall be eligible for the same parking rate(s) made available generally to UPHS staff. Residents will not be singled out for unfavorable parking terms or locations.

Section 2. Mileage

Residents assigned rotations away from their primary site will be covered by UPHS policy “Distant Required Away Rotations for House Staff,” with the following applicable criteria:

- 1) Reimbursement for mileage shall be at the applicable IRS rate. (Parking tickets, fines, moving violations, or towing charges shall not be reimbursed.)
- 2) Residents who use public transportation or an app-based car service to travel to an assigned rotation site shall be reimbursed for reasonable expenses. Car service expenses shall not exceed the amount necessary if less expensive reasonable options are available to the Resident.
- 3) All reimbursement shall take place within thirty (30) days of submission of appropriate documentation by the Resident.

Section 3. Public Transportation

UPHS shall make available to Residents any public-transportation benefit on the same terms and conditions made available generally to UPHS staff.

Article 29: Retirement/403B

Section 1. Retirement Plan

All Residents upon commencement of employment will be eligible to participate in the Employer’s tax-deferred retirement plan(s) on the same terms and conditions made available generally to UPHS staff, as described in such plan documents and summary plan descriptions as they may exist from time to time. UPHS reserves the right to alter or discontinue any and all benefits programs in its discretion as plan sponsor. At least sixty (60) days prior to the implementation of any change UPHS will notify the Union of and, at the Union’s request, meet and discuss regarding the planned changes.

Article 30: Program Closure and/or Reduction

Section 1. Program closure

The parties recognize that program closure or a change in program size is a potential occurrence in today’s academic environment. Further, the parties agree that UPHS shall be subject to the ACGME requirements concerning program closure or reduction. UPHS must maintain a policy that addresses GMEC oversight of reductions in size or closure of each of its ACGME-accredited program that includes the following:

1. UPHS must inform the GMEC, DIO, and affected residents/fellows as soon as possible when it intends to reduce the size of or close one or more ACGME-accredited programs, or when the Sponsoring Institution intends to close; and,

2. UPHS must allow residents/fellows already in an affected ACGME-accredited program(s) to complete their education at the University, or assist them in enrolling in (an) other ACGME- accredited program(s) in which they can continue their education.

Section 2. Program Accreditation

In the event of the loss of program accreditation, UPHS will inform the GMEC, DIO, and affected residents as soon as possible. UPHS will make a good faith effort to assist any affected resident who so requests to find and secure another position in an accredited program. For residents continuing in a program for which accreditation is lost and is not subsequently scheduled for closure, UPHS will maintain levels of training and continue to provide rotations required for certification.

Article 31: Fatigue Mitigation Transportation

Section 1. Fatigue Mitigation

In the event a Resident is required to work unexpectedly (i.e. was not scheduled) past 11:00 p.m., or is called into work or leaving work between the hours of 11:00 p.m. and 5:00 a.m., or after completing a shift of sixteen hours or more in length the Resident may be reimbursed the cost of transportation for a round trip to the Resident's residence or to the hospital, up to thirty-five dollars (\$35) each leg of the trip. The University may impose reasonable rules to verify the use and cost of transportation under this Article.

Article 32: Union Security

Section 1. Membership

All Residents, as a condition of employment, to the extent permissible by applicable law, beginning on the 31st day following employment or 31 days after the execution of this Agreement, whichever is later, shall be required to enroll as a member of the Union or pay an agency fee. The Resident shall pay to the Union its normal Union dues or an agency fee in an amount equal to the Union's regular dues minus any amount that is not a contribution toward the administration of this Agreement, such payment to continue throughout the term of this Agreement.

Section 2. Dues and Agency Fees

The Union shall be the holder of records for this Article and shall provide to the Employer a list of authorized dues and/or agency fee payers. The Employer shall, pursuant to such provided list, deduct from the wages due to such Resident the initiation fee and the periodic membership dues or agency fees required by the Union and remit the funds so deducted to the Union in a manner to be reasonably designated by the Union. The Employer shall submit to the Union within thirty (30) days all deductions made under this Article from the wages of employees.

It is expressly understood and agreed that the Union shall refund to the Resident any deductions erroneously withheld from the Resident's wages by the Employer and paid to CIR/SEIU.

The Parties agree and acknowledge that for the purpose of payroll deductions as set out in this Article, references to “dues” shall include references to either dues or an agency fee.

Section 3. Other Deductions

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

Section 5. Indemnification

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

Article 33: Uniforms and Supplies

Section 1. White Coats and Scrubs

The University will provide at no cost to the Resident the following:

A. White Coats

1. At least two new long white physician coats in an appropriate size will be issued to each Resident. The Hospital will replace any white coat that is overly soiled or damaged owing to appropriate use or loss by the laundry service.

B. Scrubs

1. Multiple clean sets of scrubs shall also be provided to each resident that are properly sized to the Resident.

2. The University shall ensure that scrubs are readily available, and clean to be worn by the Resident as needed.

C. Laundering Services

1. The University shall provide laundering services to all Residents at no cost for white coats and scrubs at the University.

Section 2. Supplies

The University agrees to provide residents with the office supplies and equipment required to perform clinical, research, and administrative duties.

Section 3. State of Good Repair

The University agrees to maintain resident workstations in a state of good repair and will promptly repair or replace any defective equipment.

Article 34: Additional Educational Benefits

At the time of ratification of this agreement there are educational reimbursements, educational paid resources, educational supplemental courses, research funds, and pre-established wellness funds beyond those contained in this agreement. Such funds and shifts are not guaranteed by this Agreement, but shall continue unless UPHS exercises its right to alter or discontinue any additional benefit upon sixty (60) day advance notice to the Union. Upon request by the Union, UPHS shall meet and confer over any effects of any such decision within the scope of representation. In addition to the existing benefits referenced in the above paragraph it is specifically allowed for UPHS to increase these specific benefits and/or add additional educational benefits in its sole discretion.

Article 35: No Strike/No Lockout

During the term of this Agreement or any extension thereof, UPHS agrees there will be no lockouts by UPHS. Additionally, during the term of this Agreement or any extension thereof, the Union, on behalf of its officers, agents, and unit members, agrees that there shall be no strikes, work stoppages, sickouts, slowdowns, boycotting, interruption of work, or any other activity which would interfere with UPHS operations.

Article 36: Complete Agreement

Section 1. Complete Agreement

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

Article 37: Successorship

Section 1. Successorship

The University agrees that it shall not sell, assign, lease, merge or transfer its facilities, operations or any portion thereof unless the purchaser, assignee, transferee, lessee, merger participant or equivalent designee agrees in writing with CIR to recognize CIR as the bargaining representative for the interns, House Staff Officers and fellows working at the hospital, and it agrees to accept and assume all of the obligations and terms of this Agreement. In the event that the Hospital fails to obtain the written consent of any purchaser, assignee, transferee, lessee, merger participant or other equivalent designee in writing, the Hospital shall nevertheless continue to be liable for the complete performance of this Agreement until such purchaser, transferee, assignee, lessee, merger participant or equivalent designee expressly agrees in writing with CIR that it is fully bound by the terms of this Agreement.

Article 38: Salaries

Section 1. Determination of Salary

The appointment of a House Staff Officer shall be based on the House Staff Officer's appropriate Post Graduate Year (hereinafter "PGY"), which shall be determined by UPHS in its reasonable discretion based on the Resident's level of work to be performed during the year.

Residents (including fellows) may not be paid at a rate lower than the published salary scale.

Each bargaining unit member's salary and stipend will begin no later than the first day of orientation.

Section 2. Salary Scale

Effective upon ratification, the salaries payable to bargaining unit members shall be as follows:

Position	Current Annual Salary	Effective 10/1/24 (3%)	Effective 10/1/25 (3%)	Effective 10/1/26 (3%)
PGY1	\$71,965.07	\$74,124.02	\$76,347.74	\$78,638.18
PGY2	\$74,712.08	\$76,953.44	\$79,262.05	\$81,639.91
PGY3	\$78,343.86	\$80,694.18	\$83,115.00	\$85,608.45
PGY4	\$82,720.33	\$85,201.94	\$87,758.00	\$90,390.74
PGY5	\$85,532.23	\$88,098.20	\$90,741.14	\$93,463.38
PGY6	\$89,130.02	\$91,803.92	\$94,558.04	\$97,394.78
PGY7	\$91,590.69	\$94,338.41	\$97,168.56	\$100,083.62
PGY8	\$93,634.21	\$96,443.24	\$99,336.53	\$102,316.63
PGY 9	\$97,237.15	\$100,154.26	\$103,158.89	\$106,253.66

*effective 6/23/24

Section 3. Salary Increases

Beginning on the first anniversary of this Agreement (i.e. effective the first day of the second contract year), UPHS will increase salaries by 3%.

Beginning on the second anniversary of this Agreement (i.e. effective the first day of the third contract year), UPHS will increase salaries by 3%.

The foregoing increases shall apply to each PGY level appearing in Article 38. Section 2.

Section 4. Stipend

For the life of this Agreement, UPHS shall pay to each Resident an annual stipend in the total gross amount of \$11,000, which shall be payable in equal installments pursuant to regular payroll practices and under law shall be taxable as wages and subject to withholding.

Article 39: House Officer Agreements, Duty Hours, and Survey Compliance

Residents shall execute house officer agreements as required by UPHS and ACGME rules and complete surveys and record duty hours in forms reasonably required by the Employer. UPHS will not withhold wages or any type of benefits from Residents who are delayed in filling out a survey or completing forms.

Article 40: Duration & Execution

Section 1. Duration

The terms and conditions of this Agreement shall remain in full force and effect commencing October 1, 2024, and will continue in effect up to and including September 30, 2027. This Agreement shall be automatically renewed and extended year to year and thereafter without additions, changes or amendments, unless either party serves notice in writing to the other party no less than ninety (90) days before the end of the duration term to change, amend or add to this Agreement.

Section 2. Execution

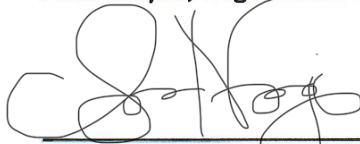
The foregoing agreement between the Committee of Interns and Residents/Service Employees International Union (CIR/SEIU) Local 1957 and the Regents of the University of Pennsylvania, having been duly approved by both parties, is hereby executed by the undersigned authorized representative(s) of each party.

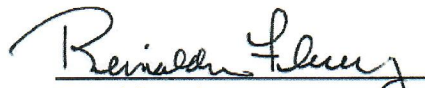
WITNESS / ATTEST;

CIR SEIU Local 1957

University of Pennsylvania


Allen Mayne, Negotiations Manager


Susan Naranjo, Executive Director


Reinaldine Fleury, VP Human Resources


Tom Hecker, VP, Administration