

Memorandum of Agreement

by and between

UMass Chan Medical School

and

Committee of Interns & Residents – Service Employees International Union (CIR-SEIU)

This Memorandum of Agreement (Agreement) is by and between UMass Chan Medical School (“UMass Chan” or “University”) and CIR-SEIU or the “Union,” collectively, the “Parties” and contains the Parties’ agreement for a Collective Bargaining Agreement covering the period July 1, 2025, through June 30, 2028.

Proposal(s) by either Party that are not incorporated in this Agreement shall be considered withdrawn, with all rights reserved to the Parties to raise such proposals in future negotiations. The terms of this Agreement are subject to the Parties reaching a final agreement ratified by CIR-SEIU and executed by UMass Chan and the University of Massachusetts President’s Office.

Throughout agreement:

Replace Roman numerated articles with numbers.

Article 2, Payroll Deduction of Union Dues, Section 1

Modify as follows:

- a. **Committee of Interns and Residents (CIR) Membership.** Within thirty (30) days receipt of a properly executed written authorization from a Resident/Fellow, the Employer agrees to deduct the regular union dues of such employees from their biweekly pay and remit the same to the Union within fourteen (14) calendar days from the date of the deduction. Electronic and/or voice authorizations consistent with federal and state law shall be accepted as executed written authorization of membership and dues deduction. The Union will notify the Employer, in writing, thirty (30) days prior to any change in the regular union dues as provided by law. Any employee may revoke the union dues deduction as provided by law.
- b. **Committee on Political Education (COPE).** Within thirty (30) days receipt of a properly executed written authorization from a Resident, the employer agrees to deduct COPE contributions from an employee’s biweekly pay in the amount designated by the employee and remit the same to the union within fourteen (14) calendar days from the date of deduction. The Union will notify the Employer, in writing, thirty (30) days prior to any change in the regular COPE dues deduction as provided by law. Any employee may revoke the COPE dues deduction upon written authorization.

Article 3, Union Activity, Section 9:

Modify as follows:

Attendance at National Convention. The Employer shall grant leave to no more than nine (9) duly elected delegates and (2) duly elected national officers to attend the National CIR convention, for no more than three (3) days, provided that the delegates provide their programs written notice of the dates of the leave no later than March 15, or ~~thirty six~~ days prior to the start of the leave, whichever is ~~later~~**greater**. If a Resident attending the National CIR Convention is scheduled to work during any of these three (3) days, the Resident shall switch with a colleague, subject to approval of the program. Personal days may be used to make this a paid leave for those elected delegates who choose to do so, but the Resident is not required to do so. This paragraph is not subject to the Grievance and Arbitration Articles of the contract.

Article 5: Non-Discrimination, Section 1:

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

Article 11, Health & Safety, New Section (e):

In the event that a Resident/Fellow feels they are unable to perform their patient care duties due to fatigue, the Resident/Fellow is encouraged to communicate this to senior Residents/Fellows and supervising faculty, who will intercede. If a Resident/Fellow is too fatigued to safely drive home, the University shall pay for, or the Resident/Fellow shall be reimbursed the full cost of a rideshare (Uber, Lyft, etc) or taxi from the work location to their home and from their home to the location of their vehicle for retrieval.

Article 12, Paid Vacation

Modify as follows:

3. On a case-by-case basis, the Medical School may approve a request from a Resident/Fellow to carry over for use in the following appointment year up to ~~five~~**five** (5) vacation days. Such requests shall not be unreasonably denied.

Article 12, Section 5, Paid Vacation:

Modify as follows

It is encouraged that during the year each Resident/Fellow will take all allocated vacation time. Residents/Fellows must receive prior approval for vacation days from the Program Director and, as appropriate, the Clinical Service Director so as not to interfere with the Resident/Fellow's duties and the provision of patient care services. Notwithstanding the foregoing, requests shall be made at least two (2) weeks in advance. Requests shall be approved or denied in a reasonable time, not to exceed two (2) weeks.

Article 13, Paid Sick Days:

Modify article as follows:

Residents/Fellows shall receive fifteen (15) days or one hundred and twenty (120) hours of sick time per year. Sick leave days are pro-rated for those who are part-time or who are appointed for less than a full year. Sick days are awarded at the beginning of each appointment year and may be accrued to one hundred and twenty (120) days. Residents/Fellows shall not be required to 'payback' or make-up sick days. Unused sick leave is not reimbursable. The use of sick leave is governed by the UMass Chan GME Personnel Policy and GME Leave of Absence Policy, which are incorporated herein by reference, unless expressly modified by this agreement. Residents/Fellows shall give reasonable advance notice of sick leave if possible, but There shall be no requirement for advance notice of sick leave needed on an emergent basis.

Article 14: Paid Personal Days

Modify as follows:

Three (3) days of personal time are awarded each July 1st to each Resident/Fellow for personal business. Personal time is pro-rated for those who are part-time or who are appointed for less than one year. Residents/Fellows shall not be required to 'payback' or make-up paid personal days.

Article 16: Leaves of Absence, Section 3(e):

Strike section:

Residents/Fellows may ~~not~~ supplement any paid benefits awarded by the DFML with their

accrued leave while on PFML, [subject to DFML regulations](#).

Article 16, Leaves of Absence, Section 2(f):

Residents/Fellows working additional shifts covering for Residents/Fellows on approved [parental leaves of absence](#) shall be compensated an additional three hundred dollars (\$300.00) for each additional shift worked or in which call is assigned for eight (8) to twelve (12) hours, four hundred dollars (\$400.00) for each additional shift worked or in which call is assigned for more than twelve (12) hours to less than twenty-four (24) hours, and five hundred dollars (\$500.00) for shifts or call of twenty-four (24) hours. In programs in which Residents/Fellows do not work additional shifts but perform the additional work of the Resident/Fellow on [approved](#) leave, \$1000 per approved parental leave of absence shall be placed into a 'wellness fund' for use by Residents/Fellows in the department as a whole.

Article 17, Wages, Section 1, replace with the following:

Subject to the eligibility contained in Section (2) below, current wages will be increased as follows, effective the first full pay period (FFPP) of new each academic year (see wage table, Appendix II):

FFPP following 7/1/25: 3.5%

FFPP following 7/1/26: 3%

FFPP following 7/1/27: 3%

Article 17, Wages

Modify as follows:

3. To be eligible for any wage increase, a Resident/Fellow must be on the payroll, including any authorized leave of absences, on the effective date of the salary increase, and on the payroll during the pay period that such wage increase is implemented. Residents/Fellows who leave the University voluntarily or are discharged for cause after the effective date of the wage increase [and before the payroll implementation](#) are not eligible for such increase.

Article 18, Meal Cards:

1. Consistent with the Parties' existing practice, the employer will load funds onto meal cards for each Resident/fellow who is employed as of July 1, and a pro-rata amount for any Resident/Fellow who commences employment after July 1 during each year of the contract.
2. Cards will be loaded based on the expected number of shifts per Resident/Fellow for the full academic year, from July 1 through June 30th. Eligible shifts and the amount loaded onto the meal card per shift is as follows:

Amount	Description of Eligible Shift:
\$15 \$35 \$25 \$20 (effective 7/1/26)	In-House Overnight call during the week (Mon-Fri)
\$15 \$35 \$25 \$20 (effective 7/1/26)	In-House Daytime Weekend or Holiday shift
\$15 \$35 \$25 \$20 (effective 7/1/26)	In-House Overnight Weekend or Holiday shift

3. Residents/Fellows working 24-hour shifts on Saturdays/Sundays/holidays will have ~~\$40~~~~\$50~~~~\$70~~~~\$30~~ loaded for any such shift (effective 7/1/26).
4. The Parties acknowledge that the preferred method of meal payment is via University issued meal cards. The Parties further acknowledge that University issued meal cards are not accepted at certain affiliate sites. As such, the University will provide Residents/Fellows with scheduled rotations at “non-accepting” sites with pre-paid debit cards holding a pro-rated portion of the Resident/Fellows annual meal card allotment to cover their time spent at the “non-accepting” site.

If a previously “accepting” affiliate site for any reason stops accepting the University meal card, Residents/Fellows must notify either their program or GME office. If use of the University meal card cannot be restored, a pro-rated prepaid debit card will be issued for the remainder of the affiliate site rotation.

Article 19, Medical Education Benefits, Section 2:

Beginning July 1, 2026, UMass Chan will pay for a single registration fee for USMLE STEP 3 or COMLEX-USA Level 3 examination from a fund separate from the education fund. No resident shall be reimbursed for this fee more than one (1) time.

Article 19, Medical Education Benefits:

For each year of the contract, UMass Chan will provide Residents/Fellows in the bargaining unit, on a reimbursement basis only, an educational allowance of a minimum of \$1000 per year per Resident/Fellow. [Following ratification of this agreement, this allowance will increase to \\$1,500 per year per Resident/Fellow.](#) Individual programs and departments may, at their discretion, exceed that amount on a non-precedential basis. Acceptable items for reimbursement will be educational items such as books, journals and electronic equivalents, board review courses, educational conferences, medical equipment, exam fees, [article processing charges or publication fees or associated with academic journal submissions](#), electronic medical devices, and tablets. Each Resident/Fellow shall be required to submit proof of purchase in order to receive the allowance. Proof of purchase must be submitted within sixty (60) days of purchase. Any unused portion of an individual Resident/Fellow's benefit up to \$1000 may be rolled over to the following year for Residents/Fellows continuing their training at UMass/Chan. Any remaining balance shall be forfeited upon graduation or leaving the program.

Article 20: Exceeding Economic Benefits:

Modify article title as follows:

[Exceeding Additional](#) Economic Benefits

Article 20, Additional Economic Benefits:

Modify as follows:

The economic benefits set forth [herein in this agreement](#) are minimum benefits. Individual programs and departments may exceed these benefits for their Residents/Fellows on a non-precedential basis.

Article 20: Additional Economic Benefits, new Section 3:

UMass Chan will discuss access and fees to any new childcare facility it constructs on its main campus.

Article 20: Additional Economic Benefits, new Section:

A program may, at its discretion, provide supplementary payment to residents and fellows for reasons including but not limited to backup or illness coverage. Supplemental payments up to \$300 are considered pre-approved by the union. Payments in excess of \$300 are subject to any applicable bargaining obligations. Payment under this section does not create or constitute a past practice and is provided on a non-precedent setting basis.

Article 25: Corrective Action & Discipline, Section 4(b)(v):

Modify as follows:

The Appeal Review Committee may determine whether it requires any additional information or evidence from any other persons and may determine whether this information may be provided orally, or in writing. The Appeal Review Committee may adopt, modify, or reject the Notice of Adverse Action. The Appeal Review Committee shall deliver a final binding decision in writing within twenty-eight (28) calendar days of ~~the receipt of the notice of appeal from Dean the~~ [hearing](#).

Article 25: Corrective Action & Discipline, Section 4(b)(iv):

Modify as follows:

iv. ~~Within fourteen (14) calendar days of appointment of the Appeal Review Committee Chair~~ [The](#) Resident/Fellow shall select two (2) faculty members, one of which may be a member of the CCC, and the department chair shall select two (2) faculty members, neither of which may be member of the CCC or were in any other way involved in the decision to issue the disciplinary action. [These selections will be provided to the GME office, who will then coordinate a hearing. If a Resident/Fellow does not select two \(2\) faculty members within the timeframe specified above, the Appeal will be considered denied.](#)

The appointed committee chairperson shall vote only in the case of a tie. One (1) faculty member of the Appeal Review Committee may come from another UMass Chan clinical department (the Resident/Fellow may make this selection as one of the two (2) faculty members the Resident/Fellow can choose).

The UMass Chan Appeal Review Committee shall be provided with all documents comprising the appeal in the case. The Resident/Fellow may provide the Appeal Review Committee with any additional information or evidence which the Resident/Fellow believes would be of assistance to the committee.

The Appeal Review Committee shall meet with the Resident/Fellow (without counsel) within fifteen calendar days of its establishment. The Resident/Fellow shall have the right to bring to such a meeting a representative of the Union, and, at their discretion, an attending chosen by the Resident/Fellow. The Appeal Review Committee shall not be represented by counsel in any meeting with the Resident/Fellow.

Article 25: Corrective Action & Discipline, Section 4(b)(viii), Suspension or Termination:

D. If the Resident/Fellow believes that the facts included in the written notice set forth in paragraph 2 are not correct, the Resident/Fellow shall submit any proposed specific changes to the statement of facts, and the reasons therefore, to the Program Director, within five (5) calendar days. The Program Director ~~who~~ shall accept, modify, or reject any proposed changes within five (5) days of receipt of the proposed changes.

H. If the Resident/Fellow has appealed the Discipline, the Dean of the School of Medicine or their designee shall appoint a senior faculty or administrative person to convene and chair a five-member faculty UMass Chan Appeal Review Committee within ten days of receipt of the Resident/Fellow's request for a hearing. Within fourteen (14) calendar days of appointment of the Appeal Review Committee Chair, ~~The~~ the Resident/Fellow shall select two (2) faculty members one of which may be a member of the CCC, and the department chair shall select two (2) faculty members, neither of which may be member of the CCC or were in any other way involved in the decision to issue the disciplinary action. The appointed committee chairperson shall vote only in the case of a tie. One faculty member of the Appeal Review Committee may come from another UMass Chan clinical department (the Resident/Fellow may make this selection as one of the two (2) faculty members the Resident/Fellow can choose). If a Resident/Fellow does not select two (2) faculty members within the timeframe specified above, the Appeal will be considered denied.

The UMass Chan Appeal Review Committee shall be provided with all documents comprising the appeal in the case. In the event the Resident/Fellow has requested fact-finding arbitration, the arbitrator's statement of facts shall be accepted by the Appeal Review Committee as the facts upon which the discipline was issued, but the Committee shall make its own conclusions and decisions about the discipline. The Resident/Fellow may provide the Appeal Review Committee with any additional information or evidence which the Resident/Fellow believes would be of assistance to the committee. The Appeal Review Committee shall meet with the resident (without counsel) within fifteen calendar days of its establishment. The Resident/Fellow shall have the right to bring to such a meeting a representative of the Union, and, at their discretion, an attending chosen by the Resident/Fellow. The Appeal Review Committee shall not be represented by counsel in any meeting with the Resident/Fellow.

I. The Appeal Review Committee may determine whether it requires any additional information or evidence from any other persons and may determine whether this information may be provided orally, or in writing. The Appeal Review Committee may adopt, modify, or reject the decision of suspension or termination. The Appeal Review Committee shall deliver a final binding decision in writing within twenty-eight (28) calendar days of [the hearing receipt of the notice of appeal from Dean](#).

Article 25, Corrective Action & Discipline, Section 4(b)(i)

Modify as follows:

This section applies to the following disciplinary actions: The decision to non-renew a Resident/Fellow's individual contract; to withhold residency credit; to [involuntarily](#) not promote a Resident/Fellow to the next level of training [for reasons other than academic remediation](#); to require the Resident/Fellow to repeat a year; to withhold permission to take the specialty board examination; or to place a Resident/Fellow on probation. Disciplinary Actions as defined herein shall not be subject to the grievance and arbitration procedure and shall instead be subject to the internal hearing procedure set forth below.

Article 25, Corrective Action & Discipline, Section 4(a)(i)

Modify as follows:

"Corrective action" includes all types of complaints and related corrective activity, but specifically not including a decision to non-renew a Resident/Fellow's individual contract; to withhold residency credit; to [involuntarily](#) not promote a Resident/Fellow to the next level of training [for reasons other than academic remediation](#); to require the Resident/Fellow to repeat a year; to withhold permission to take the specialty board examination; to place a Resident/Fellow on probation; suspension, or termination. Corrective actions are not considered disciplinary and are intended to inform the Resident/Fellow of any deficiencies in performance or behavior and/or of an educational or instructional nature, and the expected corrective response, so the Resident/Fellow may conform to expectations. The Resident/Fellow is responsible for addressing and fulfilling all performance requirements within a certain stated timeframe. A Written Notice for Corrective Action may be reportable to the Board of Registration in Medicine.

Article 25, Corrective Action and Discipline, Section 4(b)(vii)(L)(5):

A Resident/Fellow who receives notice of termination will be placed on paid administrative leave for a period equal to that provided to file an appeal pursuant to Section 4(b)(vii)(D) and/or (E). A Resident/Fellow who timely appeals their termination will remain on paid administrative leave until the resolution of said appeal or for 180 days, whichever is shorter. Extension of paid

administrative leave is subject to the sole discretion of UMass Chan.

Article 32, Duration of Agreement

Modify as follows:

This Agreement shall remain in full force and effect from July 1, 202~~5~~², except as otherwise provide herein, and continue until 11:59 p.m. on June 30, 202~~8~~⁵.

This Agreement shall be automatically renewed and extended year to year and thereafter without additions, changes, or amendments, unless either party services 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.

Supplemental Benefits:

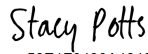
- A. The Employer shall contribute to CIR/SEIU House-staff Benefits Plan (HSBP) a monthly payment of \$7 for each employee covered by this Collective Bargaining Agreement for Major Medical Reimbursements.
 - 1. The HSBP shall use all funds collected pursuant to this provision to provide Major Medical Reimbursements (\$1,000 per Academic Year) to bargaining unit members.
- B. The Employer shall contribute to CIR/SEIU House-staff Benefits Plan (HSBP) a monthly payment of \$25 for each employee covered by this Collective Bargaining Agreement for Mental Health Reimbursements.
 - 1. The HSBP shall use all funds collected pursuant to this provision to provide Mental Health Reimbursement (\$5,000 per Academic Year) to bargaining unit members.
 - 2. The Parties agree to convene a labor-management committee beginning on or around January 1, 2027, with the focus of assessing the effectiveness of the Mental Health Reimbursement benefit, and to determine whether the University should seek other vendors following the expiration of the current agreement.
- C. The Employer will have no responsibility or liability for the selection, administration or oversight of any insurance policy purchased or insurance fund created by virtue of this provision.

For UMass Chan:

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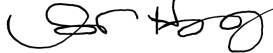
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Date: 11/13/2025

For CIR-SEIU:

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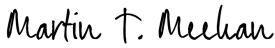
Date:

For the University of Massachusetts, Office of the President:

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