



Collective Bargaining Agreement

Between

Wyckoff Heights Medical Center

and the

**Committee of Interns and
Residents/SEIU**

November 1, 2016 – October 31, 2019

Committee of Interns and Residents (CIR)

National Affiliate of Service Employees International Union (SEIU)

The Committee of Interns and Residents/SEIU (CIR/SEIU) represents over 14,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California, and New Mexico. Collective bargaining agreements cover both public and private sector hospitals.

Founded in 1957, CIR/SEIU is affiliated with the Service Employees International Union (SEIU), a 2.1 million member union in the U.S., Puerto Rico and Canada including 1,000,000 members in the healthcare field.

This collective bargaining agreement, negotiated by CIR/SEIU members at Wyckoff Heights Medical Center, provides for salaries, leave time, a due process procedure in disciplinary cases, a grievance procedure, and other issues of concern to Housestaff.

Know your rights and benefits – read your CIR contract!

To contact your CIR organizer, call or write:

Committee of Interns and Residents/SEIU

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**COLLECTIVE BARGAINING
AGREEMENT**

between

**WYCKOFF HEIGHTS
MEDICAL CENTER**

and the

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Agreement made and entered into by and between WYCKOFF HEIGHTS MEDICAL CENTER (hereinafter referred to as the "Hospital"), and Wyckoff Heights Local Chapter of the COMMITTEE OF INTERNS AND RESIDENTS AN AFFILIATE OF SERVICE EMPLOYEES INTERNATIONAL UNION (hereinafter referred to as the "Committee" or the "Union"). This Agreement will remain in effect for the period November 1, 2016 to October 31, 2019.

ARTICLE I

RECOGNITION

The Hospital recognizes the Committee as the sole and exclusive collective bargaining representative for the titles of Intern, Resident, Chief Resident and Fellow, employed by the Hospital. Persons in such titles working in accredited residency programs are hereinafter collectively referred to as "House Staff Officers."

ARTICLE II

COMMITTEE/LOCAL SECURITY

1. It shall be a condition of employment that all House Staff Officers covered by this Agreement who are members of the Committee in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on or by the 31st day following the effective date of this Agreement, whichever may be later, become and remain members in good standing of the Committee. It shall also be a condition of employment that all House Staff Officers covered by this Agreement and hired on or after the 31st day following the beginning of such employment become and remain members in good standing of the Committee. For the purpose of this Agreement, "good standing" shall consist of the payment of periodic dues as uniformly required by the Committee as a condition of membership, or pay an agency fee to the Committee.

2. No discrimination or reprisal shall be visited against any House Staff Officer by either party based upon membership or non-membership in the Committee.
3. The Committee shall have the exclusive right to the check off and transmittal of dues on behalf of each employee in the unit, said dues to be checked off monthly from the paycheck of each House Staff Officer, pursuant to authorization cards in conformity with law and pursuant to the directives of the Committee, in such amounts as the Committee shall establish.
4. The aforesaid dues shall be sent to the Executive Director of the Committee by the 30th day of the month following that month in which they are checked off.
5. It is specifically agreed that the Hospital assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Committee hereby agrees that it will indemnify and hold the Hospital harmless from any claims, actions or proceedings by a House Staff Officer arising from deductions made by the Hospital hereunder. Once the funds are remitted to the Committee, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Committee.
6. As soon as practical following the execution of this Agreement and following July 1st of each year thereafter, the Hospital shall forward to the Executive Director of the Committee a list of House Staff Officers in the bargaining unit at the Hospital, compiled from the Hospital's records, which list shall include names and designations by post graduate years, and fellowship titles, if any, and home or mailing addresses where authorized. Changes to such list shall be forwarded to the Committee monthly.
7. Upon receipt of a written authorization from a House Staff Officer, the Hospital shall deduct from the wages of said House Staff Officer once a month the sum specified in said authorization and remit same to the CIR/SEIU Political Action Fund as the House Staff Officer's voluntary contribution to such Fund.
8. The aforesaid contribution shall be sent to the Executive Director of the Committee by the 30th of the month following that month in which they are deducted.

ARTICLE III

WAGES

1. The appointment of a House Staff Officer shall be based on his/her appropriate Post Graduate Year (hereinafter "PGY"), which shall be determined as follows:
 - a. A House Staff Officer who has not completed at least one year of service in an AMA-CME-ADA-AOA-APMA approved training program shall be placed at the PGY-1 level.
 - b. A House Staff Officer who has satisfactorily completed one or more years of service in any AMA-CME-ADA-AOA-APMA approved training program shall be placed at that PGY level which equals the number of such years of service plus one (e.g., a House Staff Officer who has completed two years of service in such training program shall be placed at PGY-3), provided such training program is in the same specialty as the specialty from which the House Staff Officer applies, except that a House Staff Officer required to spend a prerequisite period of service in any AMA-CME-ADA-AOA-APMA training program in a specialty other than that for which such House Staff Officer applies shall be classified on the basis of cumulative years of such service.
 - c. When some or all of the prior services of a House Staff Officer has been in a non-AMA-CME-ADA-AOA-APMA approved training program, he/she shall, at a minimum, be classified at the PGY level appropriate to the years of service he/she has completed in any AMA-CME-ADA-AOA-APMA approved training program as provided in (b), above. Additional credit, if any, for non-AMA-CME-ADA-AOA-APMA approved training programs to be granted in establishing the appropriate PGY level for a House Staff Officer shall be determined by the House Staff Officer and his/her Director at the time of appointment. If, after such determination a Specialty Board shall grant increased standing or credit, then an appropriate adjustment shall be made in the PGY level retroactive to the appointment date immediately preceding notice of such adjustments. Any determination made pursuant hereto shall be deemed an appropriate subject for a grievance and relief in the event that the House Staff Officer is actively assigned to perform duties at a PGY level higher than that in which he/she has been classified

pursuant to a determination made as hereinbefore provided.

2. A House Staff Officer converted to a PGY level pursuant to Section 1 of the prior contract between the parties shall, if hereinafter re-appointed, be deemed to have served the number of years in an AMA-CME-ADA-AOA-APMA approved training program applicable to the PGY level to which he/she has been converted and equated pursuant to the said Section 1.
3. A House Staff Officer who, during the term of this Agreement, successfully completes his/her service for a year and is re-appointed to serve for an additional year shall be advanced to the next higher PGY.
4. A year of service in a training program as herein referred to shall mean a year of satisfactory service in a training program which shall have been certified as having been completed by the appropriate Hospital authority.
5. Effective 8/1/2017 there shall be a 2% increase on all minimum rates. On 8/1/18 there shall be a 2% increase on all minimum rates. On 8/1/19 there shall be a 2.5% increase on all minimum rates.

The schedule below represents salaries based upon and including the aforementioned increases.

PGY Level	Prior Rates	Effective 8/1/2017	Effective 8/1/2018	Effective 8/1/2019
1	\$62,139.38	\$63,381.78	\$64,649.41	\$66,265.65
2	\$68,220.80	\$69,585.22	\$70,976.92	\$72,751.34
3	\$74,300.11	\$75,786.11	\$77,301.83	\$79,234.38
4	\$76,588.15	\$78,119.91	\$79,682.31	\$81,674.37
5	\$79,052.11	\$80,633.15	\$82,245.81	\$84,301.95
6	\$80,950.38	\$82,569.38	\$84,220.77	\$86,326.29
7	\$85,133.52	\$86,836.19	\$88,572.91	\$90,787.23
8	\$89,297.71	\$91,083.66	\$92,905.33	\$95,227.96

Effective 6/1/11 the Chief Resident differential shall be \$4,072 a year. Effective 11/1/11 it shall increase to \$4,133 and effective 11/1/12 to \$4,195. Each Chief Resident shall receive for his/her service as such additional salary pro-rated for the actual period of his/her service as Chief Resident.

ARTICLE IV

MEALS

1. Effective 11/1, House Staff Officers shall be paid a meal allowance of \$1,000 per annum, pro-rated monthly, for each month of service at the Hospital.
2. When on duty, House Staff Officers shall remain on duty during meal times and shall take their meals at a time and at places approved by the Hospital.
3. The Hospital shall continue to provide, without charge, tray service for dinner to House Staff Officers on-call weekdays and breakfast, lunch and dinner to House Staff Officers on-call weekend and holidays. The Hospital may also continue to provide, for purchase, for all House Staff Officers hot meals for breakfast and lunch in the cafeteria. When the Hospital does not provide this cafeteria service, it shall provide tray service, without charge, to House Staff Officers on-call.

ARTICLE V

HEALTH & WELFARE AND BENEFITS VOLUNTARY HOSPITAL HSBP

1. Employer shall make monthly contributions for the purpose of providing health and welfare benefits for each House Staff Officer employed within the CIR/SEIU bargaining unit and their eligible dependants to the Voluntary Hospitals House Staff Benefits Plan (VHHSBP) on the first day of each month. The contributions shall be made for the purpose of providing each House Staff Officer and their eligible dependants with hospital, medical, major medical, dental, life (participant and spouse only) dismemberment (participant only), disability (participant only) coverage and legal services (through the CIR Legal Services Plan) and any other benefit as defined in the Summary Plan Description to participants in the

VHHSBP, and the VHHSBP shall provide such benefits (“the covered benefits”).

2. Effective on the dates noted below, the Employer shall contribute the specified monthly sums to the VHHSBP for each House Staff Officer for the purpose of providing the covered benefits to the House Staff Officer and his/her eligible dependants in the VHHSBP.

Effective Date	Applicable Monthly Contribution Rate
1/1/2017	\$832
1/1/2018	\$899
1/1/2019	\$971

In addition to the foregoing, the Trustees of VHHSBP will conduct on-going reviews of the financial status of the Plan. The Trustees of the VHHSBP shall be empowered to increase the monthly contribution rate to the VHHSBP, if necessary, in order to maintain current covered benefits and appropriate reserve. The Trustees of the VHHSBP shall have the authority to determine whether and to what extent an increase in the monthly contribution rate is necessary to maintain current covered benefits and an appropriate reserve in accordance with the Trust Agreement and applicable laws.

3. The dependents of the participant shall be as defined in the VHHSBP Summary Plan Description.
4. The Employer shall furnish VHHSBP with list of incoming and terminating residents prior to June 1 of each Plan Year. In addition, the employer shall furnish VHHSBP with a full list of all House Staff officers employed by the Hospital twice a year (on or before August 1 and February 1 of each year). The Plan Year is the period from July 1 through June 30. For residents starting or terminating at time other than the Plan Year, list of newly hired or terminated residents are to be made to VHHSBP within 30 days from the date the resident is added to the payroll or terminated. The Plan shall have the right to audit the employment records of the Employer, upon reasonable notice, to confirm any information necessary for the proper administration of the Plan and to ensure that the Employer is remitting the appropriate contributions.

5. The Employer shall provide these lists (cited above in paragraphs 4) to CIR in an Excel-compatible spreadsheet, either via email or on a disk. The excel spreadsheet template shall be as follows:

Last Name (Family Name)

First Name

Middle Name (if any)

Social Security #

Current PGY Level

Date of Hire

Department

Street Address (multiple lines separated by semicolon “:”)

City

State

Zip Code

Email

Home Phone #

Member/Agency Fee Payer (M for member, A for agency fee payer)

Family Status (S for single and F for family)

Date of Birth

The list should include a total of all bargaining unit members.

6. The Employer shall make monthly payments to the VHHSBP on the first of the month for which contributions are due. In the event that any required contributions are not paid when due, the Fund shall be entitled to recover interest on such unpaid contributions at the rate of 18% per annum as well as such other amounts and remedies as are available to employee benefit funds under the Employee Retirement Income Security Act, including the recovery of liquidated damages equal to 20% of unpaid contributions.
7. The Employer shall continue to provide New York State Disability Insurance to its Housestaff Officers.

ARTICLE VI

VACATIONS

1. The vacations for all House Staff Officers shall be four (4) weeks per July 1 through June 30 annum.
2. Anything to the contrary herein notwithstanding, lesser vacation benefits may be provided where appropriate. Specialty Boards require lesser vacation terms, wherefore pay for lost vacation shall be granted and paid to those affected House Staff Officers by June 1 of each year.
3. House Staff Officers shall have the right to split their four weeks vacations in any way they so choose subject to the approval of the respective Department Chairperson, whose approval shall not be unreasonably denied.
4. In the event a House Staff Officer voluntarily terminates his/her employment hereunder for reasons other than his/her health, he/she shall repay to the Hospital any vacation time which he/she received in excess of the accrued prorated proportion of the residency year for which he/she has been employed.

ARTICLE VII

HOLIDAYS

1. Subject to the provisions of this Article, each House Staff Officer shall receive holidays listed in Section 3 of this Article as a day off with pay, provided the House Staff Officer works his/her last scheduled work day before and his/her next scheduled work day after the holiday.
2. If the Hospital requires a House Staff Officer to work on a holiday listed in Section 3, he/she shall be scheduled for another day off with pay in lieu of the holiday listed in Section 3, provided he/she works his/her last scheduled work day before, and his/her next scheduled work day after, such scheduled day off.
3. The holidays that Sections 1 and 2 refer to are:

New Year's Day	Columbus Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Christmas Day
Memorial Day	House Staff Officer's Birthday
Independence Day	A Religious Day
Labor Day	Two Personal Days

4. House Staff Officers shall provide at least one week notice to their Director of Service as to the date of their birthdays and any religious and personal days which they elect to take off, whereby their schedule shall be adjusted as provided for in Section 1 and 2 of this Article.

ARTICLE VIII

MALPRACTICE INSURANCE

1. The Hospital shall at all times indemnify, save and hold House Staff Officers harmless against any and all liabilities, loss, damage, costs and expenses, of whatever kind or nature, including counsel and attorneys fees, which they may sustain or incur by reasons of acts or omissions committed or performed within the scope of their duties with the Hospital and during the course of their employment, studies, administrative or committee functions, or responsibilities, subject to the following exclusions:
 - a. criminal actions or proceedings;
 - b. assault and battery committed by or at the direction of a House Staff Officer and which alleged actions are clearly not within the proper course of a House Staff Officer's duties or functions;
 - c. liability of other individuals or entities assumed by a House Staff Officer under any contract or agreement;
 - d. bodily injury, sickness, disease or death of any House Staff Officer arising out of or in the course of his/her duties or responsibilities,
 - e. acts or omissions which result in an award of punitive damages, except that

coverage hereunder shall apply in cases where both compensatory and punitive damages are sought to the extent that the Hospital shall investigate and defend such claim without cost to the House Staff Officer and indemnify, save and hold the House Staff Officer harmless to the extent any compensatory damages are awarded; and

- f. home health care services which are not rendered in the scope of a House Staff Officer's employment.
2. Notwithstanding the foregoing, the coverage provided by the Hospital hereunder shall be in excess over any other insurance insuring all or part of a claim made against a House Staff Officer for any act or omission hereinbefore set forth whether with an insurance carrier or under a self insurance program. Insurance for any such act or omission provided under any affiliation agreement of another institution shall likewise be deemed primary and its applicability shall precede the operation of the coverage by the Hospital hereunder.
 3. Each House Staff Officer shall be required, as a condition to the provisions of coverage by the Hospital hereunder, to provide written notice as soon as practicable to the Administrator of the Hospital, or his/her designee, of any act or omission hereinbefore set forth, which has resulted or may result in a claim or suit against a House Staff Officer and to transmit to the Administrator of the Hospital or his/her designee, any written notice of claim or suit within ten days of its receipt.
 4. In the event that any legal action is taken against any House Staff Officer for an act or omission hereinbefore set forth, either jointly with the Hospital or individually, the Hospital shall defend such action at its sole expense, and the House Staff Officer shall, as a condition to the provision of coverage by the Hospital hereunder, cooperate with the Hospital in the defense thereof. The Hospital hereby undertakes to defend any suit against any House Staff Officer alleging any act or omission, as hereinbefore provided, and seeking compensatory damages, in whole or in part, in connection therewith, even if all or part of such allegation are groundless, false or fraudulent; and the Hospital shall pay, in addition to any such damages which may be claimed against the House Staff Officer, any expense necessarily incurred by the House Staff Officer in connection with the House Staff Officer's cooperation with the Hospital in the

defense thereof and all costs and interest taxed against the House Staff Officer. The Hospital shall further pay all premiums on any appeal bonds required in any legal action against any House Staff Officer covered hereunder and all premiums in bonds to release attachments against the House Staff Officer's property.

5. Hospital The Hospital shall have the exclusive right to adjust, settle, or compromise any claims, suit or judgment in respect of any obligation or liability of any House Staff Officer covered hereunder and shall be, to the extent hereinbefore set forth, the sole obligors making payment thereof and of all obligations of any House Staff Officer for which the Hospital is the indemnitor hereunder.
6. This Article VIII shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives and successors, but shall not inure to the assignees of either of the parties unless written consent thereof is given by the other party.
7. Upon request of the Committee, the Hospital shall provide to the Committee a copy of the Hospital's Uniform Financial Report and Annual Financial Report as certified by the Hospital's accountants.

ARTICLE IX

ON-CALL ROOMS

1. The Hospital shall maintain the number of beds or folding cots for the use of House Staff Officers on call as follows:

A total of ten (10) beds in the conference rooms on Floors 2, 3, 4, 5, and 6 of the Hospital's South Wing; with the current numbers of beds, at the signing of this Agreement, maintained on the Core Unit 6th floor (1954 building) and on floors 8, 9, 10, 11 and 12 of the new building.
2. The Hospital shall provide on-call rooms and facilities as below. The Hospital may change specific assigned rooms as long as it gives the Union advance notice and provides comparable space, facilities, and proximity to patient care responsibilities. Should staffing or scheduling changes necessitate the addition or

deletion of on-call rooms, the Hospital shall notify the Union and follow the criteria described in this Article. There shall be no more than two(2) House Staff Officers per on-call room. There shall continue to be a telephone in each on-call room. There shall be reasonably convenient access from on-call to private bathroom facilities and shower facilities for both men and women. The Hospital shall continue to provide daily changes of bed linen and general housekeeping of on-call rooms. The Hospital shall provide a desk or table and a locker for each on-call room.

3. The Hospital shall continue to maintain on-call rooms in accordance with the criteria contained in Section 2, above.
4. The Hospital and the CIR agree upon the following minimum standards for the provision and maintenance of House Staff on-call rooms. The Hospital further agrees to designate one administrative staff member.

5. Minimum Standards:

a. On Call Rooms will be furnished with the following for each House Staff Officer on call each night:

Twin Bed frame & mattress

1 Blanket for each bed

1 pillow for each bed

Table lamp (desk or table)

Clean linen for each bed daily:

2 sheets

1 pillowcase

1 towel

Housekeeping:

Garbage removed regularly

Floors swept daily regularly

Tables and shelves wiped down regularly

Floors mopped weekly and as needed

- Lounge refrigerator emptied and cleaned once a month.
- b. Security locks will be installed and maintained by the Hospital for all on-call rooms. Assigned Housekeeping personnel and House Staff Officers will be provided with keys.
 - c. Maintenance: Air Conditioners, heating sources and plumbing fixtures will be kept in good, clean working order. Minor repairs and breakage will be addressed in a reasonable time.
 - d. Each House Staff Officer will be provided with a locker suitable for keeping personal belongings and outerwear private and secure.
 - e. House Staff Officers will be responsible for stripping used linen from the beds after use and placing in designated hampers.

ARTICLE X

RENT ALLOWANCE

The Hospital shall pay to each and every House Staff Officer the monthly sum of two-hundred dollars (\$200), allocated proportionately each pay check.

ARTICLE XI

UNIFORMS AND LAUNDRY

1. The Hospital shall continue its present policy of providing such free uniforms to House Staff Officers as are currently provided, including the exchange policy, and laundering them free of charge.
2. In addition, the Hospital shall provide three (3) scrub suits to each House Staff Officer for use when on-call and shall follow the same exchange and laundering policy as above. The Hospital shall furthermore provide three (3) serviceable laboratory coats and shall follow the same exchange and laundering service as provided for scrub suits.

3. The Hospital shall provide all House Staff Officers access to clean uniforms, lab coats, and scrub suits twenty-four (24) hours a day, seven (7) days a week.

ARTICLE XII

EMPLOYEES' SECURITY

1. An incumbent resident shall not be prevented from completing his/her residency program because of the Hospital's decision, for budgetary reasons, to reduce the number of residents in the program or to make the program, if it is pyramidal in structure, more pyramidal. The foregoing provisions shall not be construed to affect existing rights of the parties regarding renewal of appointments.
2. The Hospital shall provide immediate written notification to CIR and all affected House Staff Officers after the receipt of any documented change in program status.
3. In the event of termination or reduction in size of a residency program in the Hospital will make a good faith effort to assist the affected House Staff Officers in obtaining positions in other accredited New York Metropolitan area residency programs. Good faith efforts shall include, but not be limited to: arranging interviews, scheduling time off for the interviews, preparing applications, and providing certification of completed residency requirements, and letters of recommendation. The Hospital shall provide immediate written notification to CIR of JCHAO and residency accrediting agencies' site visits and reviews.

ARTICLE XIII

SICK LEAVE

1. The Hospital shall continue to allow House Staff Officers no fewer than eleven (11) days of sick leave per year, cumulative to a maximum of 48 days. Sick leave shall accrue annually as of the date of appointment. In the event a House Staff Officer voluntarily terminates his/her employment hereunder for reasons other than his/her health, he/she shall repay to the Hospital any sick leave pay which he/she received that is in excess of one day for each month or part thereof for which he/she has been employed.

2. Family and Medical Leave

House Staff Officers who have not worked a sufficient number of hours to become eligible for statutory Family Medical Leave Act (FMLA) benefits, may, upon at least thirty (30) days' notice (or if not possible, as soon as practical), be entitled to up to twelve (12) weeks of unpaid medical leave for a serious health condition, or the serious health condition of said person's spouse, parent, legal guardian or child, and up to twelve (12) weeks of unpaid leave upon the birth of a child or to care for a child under the age of one (1) year. Such leaves shall be subject to all rights and benefits contained in the FMLA. A note from a non-Hospital physician may be required. In the event of the birth and/or the adoption of a child, proof of birth or adoption may be required. House Staff Officers may elect to, or the Hospital may require the House Staff Officer to utilize any accrued but unused sick days, vacation days, holidays and personal days as part of this twelve-week leave. House Staff Officers returning from such a leave may be required to complete missed rotations in order to become board eligible. Should a department require a House Staff Officer to complete missed rotations, the Hospital shall compensate the House Staff Officer at his/her current PGY level and provide malpractice coverage and all other applicable Hospital benefits.

Once a House Staff Officer becomes eligible for statutory benefits pursuant to the Family Medical Leave Act (FMLA), the provisions of the FMLA shall govern exclusively.

3. A maximum of five (5) sick days per year may be converted to leave time by the House Staff Officer for the purpose of:

- a. Child Care Leave
- b. Bereavement Leave: In the event of the death of a parent, spouse, child, brother, sister, or a grandparent. Such five (5) days must be taken consecutively within a reasonable time of the day of death or day of the funeral and may not be split or postponed.
- c. Marriage Leave: Reasonable notice shall be given and days will be taken consecutively. Proof of marriage may be requested.
- d. Disability due to maternity shall be considered as sick leave.
- e. The Hospital will make the best efforts to accommodate the needs and the

safety of House Staff Officers who become pregnant during their residency program. House Staff Officers requesting special needs related to their pregnancy, will discuss these issues with the Department Chair or his/her designee. Request shall not be unreasonably denied.

- f. Such requested changes shall be in conformity with the rules of the House Staff Officer's specialty board and within the constraints of the program.

ARTICLE XIV

MEDICAL BOARD REPRESENTATION

The Hospital Medical Board shall include in its regular voting membership two (2) representatives of the House Staff, to be elected by their peers. It is understood that such representatives shall not take part in or vote in the Boards consideration of the appointment and/or reappointment of Directors of Service or collective bargaining issues.

The Hospital Graduate Medical Education Committee shall include as a non-voting member one (1) representative of the House Staff to be elected by his/her peers.

ARTICLE XV

GRIEVANCE PROCEDURE

1. A grievance shall be defined as a dispute regarding the interpretation or application of the terms of this Agreement. Grievances shall be processed as follows:

FIRST STEP: Except as otherwise provided herein, the House Staff Officer or the Committee shall take the grievance up directly with the Director of Service or his/her designated representative involved within twenty (20) working days after the House Staff Officer or the Committee knows or should have known of the facts giving rise to the grievance. Grievances concerning wage claims shall be taken up within ninety (90) working days. The Director of Service or his/her representative shall give his/her answer to the House Staff Officer and/or the Committee within five (5) working days thereafter.

SECOND STEP: If no satisfactory settlement is reached in the First Step, the Committee may present the grievance in writing to the Hospital's Personnel Director or his/her designated representative within five (5) working days after the Director of Service or his/her representative has given his/her answer in the First Step.

The Personnel Director or his/her representative will meet with a representative of the Committee within seven (7) working days after receipt of the written grievance and shall give his/her answer in writing to the written grievance within seven (7) working days after he/she meets with the Committee's representatives.

THIRD STEP: If any grievance is not disposed of in the foregoing procedure, the Committee may, within fifteen (15) working days after it receives the written answer at the Second Step from the Vice President, Human Resources or his or her designee, submit the dispute to final and binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

2. The arbitrator's authority shall be limited to applying and interpreting the terms and conditions of this Agreement. He/she will not have authority to deal with wage rates or with any matter that is reserved to management by Article XXIV hereof entitled "Management Rights" (except to the extent that this Agreement expressly limits said rights), or to add to, otherwise amend or modify the terms of this Agreement. Grievances shall be arbitrated separately unless otherwise agreed to in writing for particular cases.
3. In the event a grievance is of a general nature affecting either all the House Staff Officers of a single service or two or more House Staff Officers assigned to different services, the Committee may at the Second Step without resort to the previous step.
4. The parties shall bear equally the fees and expenses of the arbitrator.
5. Failure by a House Staff Officer or the Committee to follow the time limits specified in this Article shall constitute a waiver of the right to further process the grievance. Failure by the Hospital to respond within the time limits prescribed shall be deemed a denial of the grievance.

ARTICLE XVI

DISCIPLINE AND DISCHARGE

1. The Hospital shall not discharge or discipline a House Staff Officer without just cause, prior review by the Director of Personnel, and written charges and notice thereof to the affected House Staff Officer.
2. Grievances arising under this Article shall be processed in accordance with Article XV.

ARTICLE XVII

INDIVIDUAL CONTRACTS

1. Each House Staff Officer shall, prior to employment at the Hospital, receive a written contract not inconsistent with any of the provisions herein, which shall set forth Hospital commitments, to such House Staff Officer, in the two following areas: (a) maintenance of electives and (b) rotational schedule. Such contract shall provide that the Hospital agrees to provide to the best of its ability a suitable environment for medical education experience and a training program that meets the standards of the Essentials of an Approved Internship and Residency, prepared by the Council on Medical Education of the American Medical Association and standards of the American Osteopathic Association and/or American Dental Association, and/or the American Podiatric Medical Association as appropriate. In addition, such contract shall list the number of approved residency positions at each level of the training program.
2. House Staff Officers shall be notified in writing not later than seven and one-half (7½) months prior to the expiration of their appointment year if their services are not to be renewed for the next year of a given residency program.
3. Interns in the one-year AOA-accredited internship program do not need to be notified of any non-renewal.

4. Where a Department needs more time to decide whether to renew a specific House Staff Officer in the first year of a multiple year residency program, the House Staff Officer may be given a "conditional non-renewal" as below. The House Staff Officer will be notified of such conditional non-renewal, in writing, by the dates specified in Section 2 above. The conditional non-renewal will specify what aspects of the individual House Staff Officer's abilities must improve in order for his/her services to be renewed. Not later than four and one-half (4 1/2) months prior to the expiration of their appointment year, a House Staff Officer who received such "conditional non-renewal" will be notified, in writing, if his/her services are not to be renewed for the next year of the given residency program. In no case, will more than 20% (or at least one whole person) of the House Staff Officers in that PGY level within a Department be given such conditional non-renewals in a contract year.
5. House Staff Officers shall give the Hospital at least seven and one-half (7 1/2) months notice of their intention not to remain in a residency program, except where prevented by an emergency.
6. A House Staff Officer may appeal an adverse action pursuant to the procedures below. Adverse actions are not disciplinary and include a decision to non-renew a House Staff Officer's individual contract; to withhold credit; to not promote a House Staff Officer to the next level of training; to require the House Staff Officer to repeat a year; or to withhold permission to take their specialty board examination.
 - a. No adverse action shall be imposed unless it is fair. An adverse action shall be judged to be fair if the House Staff Office was counseled and provided written notification of the deficiencies that are the basis of the adverse action and the House Staff Officer is given a reasonable opportunity to resolve the deficiencies but failed to do so. When an adverse action is contemplated, written notice of the adverse action, and a description of the evidence on which the adverse action is based, shall be presented to the House Staff Officer. The House Staff Officer may appeal an adverse action by requesting in writing a hearing before an *ad hoc* hearing committee. Such written appeal must be sent to the Chief Medical Officer (CMO) or his or her designee within fourteen (14) calendar days of receipt of the notification of the adverse action.

- b. Within ten (10) calendar days of receipt of the House Staff Officer's request for a hearing, the CMO or his or her designee shall appoint an *ad hoc* hearing committee. The hearing committee shall be comprised of four members, consisting of two (2) physicians chosen by the Medical Center and two physicians chosen by CIR. No committee member shall be from the same department as the House Staff Officer who is subject of the adverse action. A hearing shall be held within fifteen (15) working days of the appointment of a hearing committee, unless the parties agree to a later date in writing.
- c. If a hearing is requested, the committee shall hear and evaluate all information relevant to the adverse action and shall give the House Staff Officer a full and unimpaired right to present evidence related to their performance in the program. After presentation of the evidence, the committee shall meet in closed session to consider the evidence and the proposed adverse action. The committee shall have the authority to accept, reject or modify the proposed adverse action, and shall issue a written decision within ten (10) working days after the conclusion of the hearing.
- d. The decision of the *ad hoc* committee regarding adverse actions shall be final, unless the committee vote is a tie. Should the committee vote end in a tie, then the matter shall be submitted to the CMO for a final and binding decision. In considering the adverse action, the CMO, at his discretion, may review any of the evidence presented at the hearing.

ARTICLE XVIII

WORK SCHEDULES

- 1. The parties recognize the undesirability of excessive work hours for House Staff Officers inconsistent with optimum patient care and high standards of training and will make every effort to resolve problems in furtherance of these principles. House Staff Officers' work hours shall be consistent with the New York State Department 405 standards and be consistent with optimum patient care, high standards of training, specialty board requirements and the limitations and health and well-being of the House Staff, including reasonable social needs and need for adequate rest.
- 2. Except in cases in emergency, a House Staff Officer in the course of his/her

overall schedule shall not be required to be on duty more than an average of every third night in each and every thirty (30) day period. An emergency shall be defined to include natural disaster, civil emergency and other unanticipated and extraordinary circumstances which create an immediate and urgent increase in the need for services provided by that Department.

3. House Staff Officers in the Department of Medicine working at the PGY 3 level shall not be on call more frequently than one night in four and less frequently if deemed possible by the Chief Resident and with the approval of the Chairperson-Director of Service.
4. Vacation, sick leave, and all other contractually approved leave time shall not be counted as time during which a duty to work on-call assignments accrues or accumulates. That is, the frequency of on-call duty during part of a month or a rotation may not be increased to force a House Staff Officer to "make-up" on-call duty "missed" during contractually approved leave time. By way of an example, a House Staff Officer on vacation for the beginning of a month could not be scheduled for ten on-call duties in the balances of the month.
5. The Hospital will notify and provide documentation of its policy regarding compliance with New York State Department of Health requirements to all persons supervising and/or scheduling House Staff Officers at work sites outside of the Hospital, including but not limited to clinics, faculty practice offices, and other hospitals.

ARTICLE XIX

LEAVE TIME

1. Time off with pay for Specialty examination will not be unreasonably by the Hospital. The Hospital shall continue its present practice of allowing Chief Resident's time off with pay to attend the annual educational conventions for their respective specialty fields.
2. The Hospital shall allow PGY 2 level residents and higher five (5) days off per year with pay to attend an educational conference related to their respective specialty fields. The scheduling shall be subject to the approval of the respective

Department Chairperson. Such approval shall not be arbitrarily denied.

3. Requests by CIR Delegates and CIR Alternate Delegates for schedule changes to attend the annual CIR Convention shall not be unreasonably denied with 30 days advance notice.

ARTICLE XX

ISSUANCE OF CERTIFICATES

The Hospital shall issue the appropriate certificates of satisfactory completion of each House Staff Officer's internship and/or other postgraduate year training program upon the House Staff Officer's satisfactory completion thereof.

ARTICLE XXI

USE OF VOLUNTEERS

It is not the Hospital's intention to utilize volunteers to undermine the rights of House Staff Officers covered by this Agreement.

ARTICLE XXII

FREEDOM TO WORK

With the advance permission of the Program Director, a House Staff Officer's employment during off-duty hours shall be permitted where it does not interfere with his/her performance of his/her required duties at the Hospital and where it does not conflict with Article 405 (or other appropriate section) of the N.Y. State Department of Health code.

ARTICLE XXIII

PROHIBITION AGAINST DISCRIMINATION

Neither the Hospital nor the Committee shall discriminate against any House Staff Officer on the basis of race, religion, sex, national origin, sexual orientation, disability

or place of medical education, marital status, or citizenship.

ARTICLE XXIV

MANAGEMENT RIGHTS

All the rights, powers, discretion, authority and prerogatives possessed by the Hospital prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Hospital, except as limited herein. The Committee shall cooperate fully to insure the foregoing and to render the highest quality patient care and facilitate Hospital operations.

ARTICLE XXV

NO STRIKE

1. Neither the Committee nor any House Staff Officer will, directly or indirectly, cause, engage or participate in any strike, work stoppage, or work interruption during the life of this Agreement. The Hospital will not directly or indirectly cause, engage or participate in any lockout during the life of this Agreement. Inability of the Hospital to continue operations because of a labor dispute shall not be considered a lockout. Should a group of House Staff Officers unilaterally and independently engage in any of the aforementioned activities, the Committee shall notify such House Staff Officers, in writing, of its disapproval of this action and instruct such House Staff Officers, in writing, to cease such action immediately. Copies of such shall be furnished simultaneously to the Hospital.
2. It is further agreed and understood that should a House Staff Officer engage in conduct that violates of Article XXV of the Agreement, he/she may be discharged or otherwise disciplined immediately in the Hospital's unreviewable discretion, except that a grievance may be filed pursuant to Article XV of the Agreement on the question of fact concerning the House Staff Officer's involvement in any conduct proscribed by such Article XXV.

ARTICLE XXVI

OUT OF TITLE WORK

1. House Staff Officers in both Inpatient and Outpatient services shall not regularly or recurrently be assigned or expected to perform various support functions including IV services, clerical services, routine vital signs and weights, phlebotomy services and services pertaining to the movement of patients and materials within the Hospital.
2. The Hospital recognizes that the provision of minimum standards of ancillary and support services is a fundamental institutional responsibility. These services include IV therapy, phlebotomy, clerical support on both ambulatory and inpatient clinical units, EKG service, interpreter service and the movement of patients and materials about the facility in a timely manner.

ARTICLE XXVII

MANDATORY HOSPITAL ORIENTATION

The Mandatory Hospital Orientation shall be scheduled for the last week of June and shall not exceed seven (7) days. If a House Staff Officer is mandated to attend more than seven (7) days of Hospital orientation, he/she shall be paid his/her regular rate of pay for attending such mandatory hospital orientation prior to July 1st of his/her first year in the Hospital. Such payment shall be limited to days in attendance beyond seven (7) days.

ARTICLE XXVIII

MISCELLANEOUS

1. Photocopying facilities shall be made available at no charge to House Staff Officers, with the approval of their Department Chairperson, for the purpose of copying training and patient-care related materials. House Staff Officers shall not make more copies than necessary.

2. Upon written request, House Staff Officers shall have access to their personnel files. They shall have the right to photocopy any document in their file. They shall have the right to respond in writing to any material in the file and such response shall be included in the file, attached to and retained with the document in question. A copy of any material of a derogatory or adverse nature placed in a House Staff Officer's file must be given to that House Staff Officer within fifteen (15) working days. Any disputes arising from this section are subject to Article XV.
3. Vital equipment shall be maintained on wards, special units and clinics.
4. Crucial tests shall be available 24 hours a day, seven days a week.
5. The key to the Hospital Pharmacy shall be given to the supervising nurse to allow for 24 hours access to the Pharmacy.
6. Residents taking ACLS training must take such program at the Hospital unless such course is discontinued by the Hospital. In-house courses shall be at no charge to the resident or the Hospital. However should ACLS courses not be provided by the Hospital, if the resident must take such course on the outside, the resident shall be reimbursed by the Hospital within sixty (60) days from submission of approved documentation to the accounting department. ATLS courses also not provided by the Hospital shall be reimbursed in the same manner. In the event of the discontinuance of such in-house programs Article XXVIII, Section 7 below shall prevail.
7. The Hospital agrees to pay the cost of the ACLS (Cardiac) courses as required for certification and/or recertification for each resident, provided that the total cost for all residents who take the course does not exceed five thousand dollars (\$5,000) per year.

The Hospital shall pay only for those residents who successfully complete the course. In the event the total cost exceed five thousand (\$5,000) per year the Hospital will divide this five thousand dollars (\$5,000) equally among those residents who have successfully completed the course. In the event the Hospital offers this course as an in-house program, the Hospital will no longer be obligated to pay residents for the cost of the ACLS course. All residents are also

entitled to full payment for successful completion of an ATLS (Trauma) course, but ATLS repayment shall be limited to one time per House Staff Officer.

8. The library shall be open each day Monday through Friday from 9:00 A.M. - 5:00 P.M. At other times, the key will be readily available to the House Staff. The library is accessible to House Staff Officers 24 hours a day.
9. Half-length lockers shall be provided in a convenient location for each House Staff Officer.
10. The Hospital and Union shall meet (a) to ensure that each House Staff Officer who wants a locker shall be provided with one, and (b) to finalize increasing the availability of shower facilities for the exclusive use of House Staff Officers.
11. The Hospital will maintain on-call areas, including existing services and equipment.
12. The Hospital shall provide the Union with a bulletin board space in a convenient central location.
13. The Hospital and the Union agree to execute the side letter attached regarding technology.

ARTICLE XXIX

SUCCESSION

1. This Agreement shall be binding upon the parties hereto, the Hospital, and its successors, assignees and transferees. Any prospective successor, assignee or transferee shall be notified prior to assignment, merger, consolidation, or successorship or transfer that the Agreement shall be binding upon it.

Should the Hospital become the employer of a group of house staff as a result of merger, affiliation, consolidation, successorship, or acquisition of any kind, or by operation of law, that contract which applied to such other group of house staff prior to their employment by the Hospital shall continue to apply to them until expiration of their contract. Upon expiration of the instant contract or the contract of such other group,

whichever occurs first, the terms of the expired contract shall continue to apply to the appropriate house staff officer group until expiration of the other contract, at which time a single contract shall be negotiated for all House Staff Officers. If the first expiring contract expires more than two (2) months prior to the expiration of the other contract, the Committee may reopen the terms of the first expiring contract governing salary rates only, for the period from the date of expiration of the first expiring contract through the expiration date of the other contract.

ARTICLE XXX

COLLABORATION

House Staff Quality Improvement Committee

A committee will be established no later than November 1, 2012, which will assess area(s) of concentration, goals, measurements, and work plans for possible joint labor management quality improvement projects. The committee shall consist of an equal number of CIR and Hospital representatives. The committee may consider, among other things, the issue of whether there should be financial "bonuses" to clinical House Staff in individual departments based on achieving quality and operational goals.

ARTICLE XXXI

PROFESSIONAL EDUCATION BENEFITS

Effective July 1, 2014, the Hospital shall contribute to the Voluntary Hospitals House Staff Benefits Plan ("the Plan") for the purpose of providing certain professional educational benefits to its participating eligible House Staff Officers. The specific professional educational benefits to be provided shall be determined by the Plan.

Effective each month during the term of this Agreement, the Hospital shall contribute to the Plan on behalf of each eligible House Staff Officer employed by the Hospital on the first (1st) day of that month and covered under this Agreement the amount of Fifty Five Dollars (\$55) per month for a total of Six Hundred Sixty Dollars (\$660) per year. The Plan shall be entitled to deduct from such contributions an administrative fee of Ten Dollars (\$10) per eligible House Staff Officer per year.

Effective July 1, 2014, the Plan will provide a Six Hundred Fifty Dollar (\$650)

educational benefit per eligible House Staff Officer per plan year (July to June).

ARTICLE XXXII

TERMINATION AND RENEWAL

This Agreement shall be in full force and effect from November 1, 2016 through and including October 31, 2019 and shall be automatically renewed thereafter from year to year unless either party gives written notice to the other at least ninety (90) days prior to any expiration date of its intent to terminate or modify this Agreement.

IN WITNESS THEREOF, the parties hereto have caused these present to be signed by their duly authorized representatives

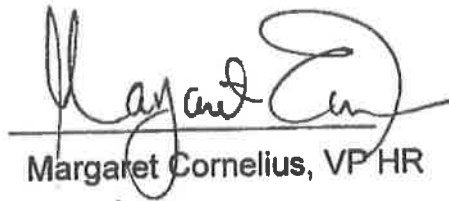
For the Committee of
Interns and Residents



Eric Scherzer, Executive Director

Date

For Wyckoff Heights Medical Center



Margaret Cornelius, VP HR

7/18/2017

Date

Exhibit A Side Letter

April __, 2017

Michelle Kelly
New York/New Jersey Regional Director
Committee of Interns & Residents/SEIU
520 8th Avenue, Suite 1200
New York, NY 10018

Re: Wyckoff Heights Medical Center
Computer, Website and Software Access

Dear Ms. Kelly:

This will confirm the following understanding and agreement in connection with the collective bargaining agreement ("Agreement") executed simultaneously herewith between the Committee of Interns & Residents/SEIU (the "Union") and Wyckoff Heights Medical Center (the "Hospital") and shall be deemed to be part of the Agreement:

The parties acknowledge and agree that access to appropriate medical information through electronic technologies is essential to the provision of medical services by the Hospital's Residents, including access to computers, software and websites through which professional information may be accessed. To that end, the Union hereby acknowledges the Hospital and the Union have agreed that, as of the Effective Date of this Agreement, the Hospital maintains a sufficient number of computers in good working order for non-exclusive use in areas of the Hospital in which Residents work, and will ensure access to printers within a reasonable distance from such computers. Further, within a reasonable period of time following the Effective Date of the Agreement, the parties agree that:

1. The Hospital will not reduce the number of computers accessible to Residents in areas of the Hospital in which they work (provided, however, that if future Resident staffing levels are materially increased or decreased during the term of the Agreement, the Hospital will discuss with the Union a sufficient number of computers for use by Residents). If the Union believes that the Hospital is no longer maintaining a sufficient number of computers in appropriate locations of the Hospital for this purpose, the Union and the Hospital will meet to discuss increasing the number of computers for the non-exclusive use of members of the bargaining unit.

2. Within a reasonable time following the Effective Date of the Agreement, but not more than sixty (60) days after the Effective Date, the Hospital will ensure that any individual Hospital computer account maintained for individual Residents and accessible through a Resident's unique login credentials will:
 - a. Permit unrestricted access to the following Internet websites:
 - i. Google (www.google.com)
 - ii. YouTube (www.youtube.com)
 - iii. The New England Journal of Medicine (www.nejm.org)
 - iv. The American College of Physicians (www.acponline.org)
 - v. Scientific American (www.scientific-american.com)
 - vi. My Evaluations (www.myevaluations.com)
 - b. Provide access to operable, current versions of the following software:
 - i. Meditech
 - ii. PACS
 - iii. Allscripts
 - iv. ECG Tracer
 - v. MD Reports
 - vi. eClinical
3. (a) The Union hereby acknowledges and agrees that data security and compliance with all applicable laws is a shared responsibility between the Hospital and employees to whom it provides access to the Internet and to the Hospital's electronic systems. Accordingly, individual members of the bargaining unit who have access to individual electronic account accessible through their own unique login credentials will, at all times:
 - a. Maintain the security of their unique login information (*i.e.*, sign-in credentials, username and/or password, and any other login or account authentication information) and will not provide any such information to any person except as expressly requested by the Hospital.
 - b. Log in and immediately log off any Hospital computers once the appropriate medical and/or academic information described in Paragraph 2, above, has been obtained, and will not log in to multiple computers simultaneously for any purpose.
 - c. Will not leave computers to which they are logged in unattended; and

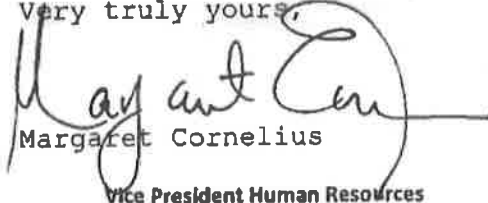
d. Be liable for any information, data or materials viewed, accessed, sent, received, stored or maintained during any computer session for which an individual user has logged on.

(b) The Union recognizes and agrees that the Hospital has a legal duty (including under applicable laws concerning the privacy of medical information) to monitor, control and protect the information and data accessed through or by its electronic systems and that, accordingly, no resident shall have any expectation of privacy in any individual user account for which a Resident has been assigned unique login credentials or to which an individual resident is logged in.

(c) Any violation of this Paragraph 3 by a resident will constitute just cause for discipline; provided, however, that if, through no fault of the Resident, (i) the account security of a Resident's unique Hospital electronic account or login credentials is compromised or (ii) an account is subject to inappropriate or unauthorized use, the Resident will not be subject to discipline.

If the foregoing conforms to your understanding of our agreement, please sign the duplicate of this letter under the words "Confirmed and Agreed" and return it to me.

Very truly yours,

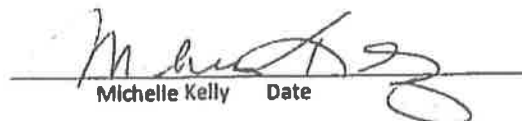


Margaret Cornelius
Vice President Human Resources

WYCKOFF HEIGHTS
MEDICAL CENTER

Confirmed and Agreed:

COMMITTEE OF INTERNS
& RESIDENTS, SEIU



Michelle Kelly Date

4/24/17

MEMORANDUM OF AGREEMENT

between

Wyckoff Heights Medical Center

and

Committee of Interns and Residents/SEIU

April __, 2017

THIS MEMORANDUM OF AGREEMENT ("MOA") between Wyckoff Heights Medical Center (the "Hospital") and the Committee of Interns and Residents (the "Union") supplements and modifies the parties' collective bargaining agreement effective November 1, 2013 through October 31, 2016 (the "Agreement") as of the Effective Date of this MOA. Except as expressly modified by this MOA, all terms and conditions of the parties' collective bargaining agreement remain in full force and effect.

1. Effective Date. The "Effective Date" of this MOA will be the date on which counsel for the Employer, Kelly Drye & Warren LLP, 101 Park Avenue, New York, NY 10178, Attn: Mark A. Konkel, Esq, receives written notification that this MOA has been ratified by the membership of the Union, as required under its rules.

2. Wages. The Hospital shall grant wage increases to members of the bargaining unit as follows:

Effective August 1, 2017: 2% increase to base wage rates

Effective August 1, 2018: 2% increase to base wage rates

Effective August 1, 2019: 2.5% increase to base wage rates

3. Benefits. The Hospital shall continue to contribute to the benefits plans currently listed in the Agreement at rates established by the Trustees of such plans. The following benefits rates will apply during the Term of the Agreement:

Effective Date of New Rates	Percentage Increase	Rate per Resident per Month
January 1, 2016	0%	\$770
January 1, 2017	8%	\$832
January 1, 2018	8%	\$899
January 1, 2019	8%	\$971

4. Committee/Local Security: Article II, Section 1 of the Agreement ("Recognition") is hereby deleted in its entirety and replaced with the following:

It shall be a condition of employment that all House Staff Officers covered by this Agreement who are members of the Committee in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on or by the 31st day following the effective date of this Agreement, whichever may be later, become and remain members in good standing of the Committee. It shall also be a condition of employment that all House Staff Officers covered by this Agreement and hired on or after its effective date or the execution hereof, whichever may be later, shall on or after the 31st day following the beginning of such employment become and remain members in good standing of the Committee. For the purpose of this Agreement, "good standing" shall consist of the payment of periodic dues as uniformly required by the Committee as a condition of membership, or pay an agency fee to the Committee.

All other provisions of Article I of the Agreement shall remain in full force and effect.

5. Grievance Procedure. The paragraph containing procedures for the Third Step of the grievance procedure under the Agreement (*see* Article XV ("Grievance Procedure"), Section 1) is hereby deleted in its entirety and replaced with the following:

THIRD STEP: If any grievance is not disposed of in the foregoing procedure, the Committee may, within fifteen (15) working days after it receives the written answer at the Second Step from the Vice President, Human Resources or his or her designee, submit the dispute to final and binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

All other provisions of Article XV of the Agreement shall remain in full force and effect.

6. Discipline and Discharge: Section 3 of Article XVI of the Agreement ("Discipline and Discharge") (*i.e.*, "The parties agree to meet before July 1, 2014 to discuss revising the Discipline and Discharge procedures as applied to Articles XV, XVI, and XVII") shall be deleted from the Agreement in its entirety. All other provisions of Article XVI of the Agreement shall remain in full force and effect.

7. Individual Contracts. Article XVII of the Agreement ("Individual Contracts") shall be supplemented with a new Section 6, as follows:

6. A House Staff Officer may appeal an adverse action pursuant to the procedures below. Adverse actions are not disciplinary and include a decision to non-renew a House Staff Officer's individual contract; to withhold credit; to not promote a House Staff Officer to the next level of

training; to require the House Staff Officer to repeat a year; or to withhold permission to take their specialty board examination.

a. No adverse action shall be imposed unless it is fair. An adverse action shall be judged to be fair if the House Staff Officer was counseled and provided written notification of the deficiencies that are the basis of the adverse action and the House Staff Officer is given a reasonable opportunity to resolve the deficiencies but failed to do so. When an adverse action is contemplated, written notice of the adverse action, and a description of the evidence on which the adverse action is based, shall be presented to the House Staff Officer. The House Staff Officer may appeal an adverse action by requesting in writing a hearing before an *ad hoc* hearing committee. Such written appeal must be sent to the Chief Medical Officer (CMO) or his or her designee within fourteen (14) calendar days of receipt of the notification of the adverse action.

b. Within ten (10) calendar days of receipt of the House Staff Officer's request for a hearing, the CMO or his or her designee shall appoint an *ad hoc* hearing committee. The hearing committee shall be comprised of four members, consisting of two (2) physicians chosen by the Medical Center and two physicians chosen by CIR. No committee member shall be from the same department as the House Staff Officer who is the subject of the adverse action. A hearing shall be held within fifteen (15) working days of the appointment of a hearing committee, unless the parties agree to a later date in writing.

c. If a hearing is requested, the committee shall hear and evaluate all information relevant to the adverse action and shall give the House Staff Officer a full and unimpaired right to present evidence related to their performance in the program. After presentation of the evidence, the committee shall meet in closed session to consider the evidence and the proposed adverse action. The committee shall have the authority to accept, reject or modify the proposed adverse action, and shall issue a written decision within ten (10) working days after the conclusion of the hearing.

d. The decision of the *ad hoc* committee regarding adverse actions shall be final, unless the committee vote is a tie. Should the committee vote end in a tie, then the matter shall be submitted to the CMO for a final and binding decision. In considering the adverse action, the CMO, at his discretion, may review any of the evidence presented at the hearing.

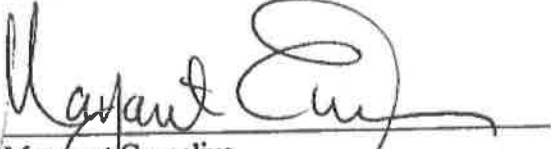
All other provisions of Article XVII of the Agreement shall remain in full force and effect.

8. Technology: The Hospital and the Union agree to execute the side letter attached to this MOA as Exhibit A simultaneously with this MOA.

9. Term. The term of the parties' Agreement shall be from November 1, 2016 to midnight on October 31, 2019 (the "Term").


10. Incorporation. The new or modified provisions to the Agreement contained in this MOA shall be incorporated into a single written agreement promptly after the Effective Date.

WYCKOFF HEIGHTS MEDICAL CENTER


Margaret Cornelius
Vice President Human Resources

Date: _____

COMMITTEE OF INTERNS AND RESIDENTS/SEIU


Eric Scherzer
Executive Director

Date: 4/26/17



Committee of Interns & Residents/SEIU

National Office

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New York, New York 10018

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e-mail: info@cirseiu.org