Collective Bargaining Agreement

Between

Saint Barnabas Hospital

and the

Committee of Interns and Residents/SEIU

July 1, 2017 – June 30, 2020

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 13,000 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 St. Barnabas Hospital, provides for salaries, leave time, a due process procedure in disciplinary cases, a grievance procedure, and other issues of concern to Housestaff.

Know your rights and benefits – read your CIR contract!

Committee of Interns and Residents/SEIU

National Office

10-27 46th Avenue, Suite 300-2
Long Island City, NY 11101

ph (212) 356-8100 or (800) CIR-8877
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www.hourswatch.org

House Staff Benefits Plan

ph: (212) 356-8180
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Collective Bargaining Agreement

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July 1, 2017 – June 30, 2020
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AGREEMENT entered this 9th day of August, 2017 is between St. Barnabas Hospital ("Hospital") and the Committee of Interns and Residents SEIU ("Union"). The CBA shall remain in full force and effect through June 30, 2020, including all side letters, exhibits, stipulations and attachments thereto.

Whereas the Hospital is a teaching institution that provides direct patient care and training to medical residents who have graduated from medical school but are seeking to expand their skills and abilities with a goal of becoming board certified in a specialty, and

Whereas the Union has been certified by the National Labor Relations Board in Case No. 2-RC-23356 as the representative of all Interns, Residents employed by the Hospital ("Residents"), it is agreed as follows:

ARTICLE I
Recognition

The Hospital recognizes the Union as the exclusive representative of the bargaining unit certified by the NLRB as follows:

INCLUDED: All interns, residents, and fellows, including chief residents, employed by the Employer.

EXCLUDED: All other employees, managers, and guards and supervisors excluded under the Act.

ARTICLE II
Resident Responsibilities

The parties recognize that House Officers are physicians who have professional responsibilities for the care and treatment of patients and that such responsibilities are carried out under the direction of the attending physician of record for the patient.

Each Resident shall engage in the course of study that follows the curriculum provided by and required by the Hospital and that meets the requirements of the accredited training program for the particular specialty or subspecialty. Residents shall comply with all of these responsibilities as set forth in their individual employment agreements. Any failure to timely or satisfactorily perform these responsibilities may result in discipline or dismissal from the Residency Program.

Residents shall comply with the established rules, regulations, practices, policies and procedures of the Hospital, the Residency Program and any department to which the House Officer is assigned.
ARTICLE III
Union Security

(a) All Residents covered by this agreement shall, after completion of their 30th day of employment as a condition of employment, either:

(i) Become and remain members of the Union in good standing during their employment, it being understood that membership in good standing on the part of any Resident shall mean only the tender by such Resident of such periodic dues uniformly required as a condition of membership, or

(ii) Pay a fair share fee to the Union that is equal to each individual Resident share of expenditures made by the Union for matters germane to collective bargaining.

(b) The Hospital and the Union agree that no discrimination or reprisal shall be visited against any Resident based upon membership or non-membership in the Union.

(c) The Hospital will honor voluntary written assignments of wages to the Union by Residents for the payment of Union initiation fees and dues, provided such assignments are submitted in a form agreed to by the Hospital and the Union.

(d) It is specifically agreed that the Employer assumes no obligation, financial or otherwise arising out of the provisions of this Article, and the Union agrees that it will indemnify and hold the Hospital harmless for any claims, judgments, actions or proceedings made by any person, including all attorney fees, arising from deductions made by the Hospital pursuant to this Article. After deductions are remitted to the Union, the disposition thereof shall be the sole and exclusive obligation and responsibility of CIR.

(e) Annually on or about July 15, the Hospital will provide the CIR with a list of Residents in the bargaining unit, compiled from the Employer’s records, which list shall include designation by post graduate year, home or mailing address.

(f) The Hospital will afford the Union thirty (30) minutes during Resident Orientation to disseminate information concerning the Agreement and Union Fund provided benefits.

ARTICLE IV
Annual Appointments

Each Resident shall be appointed to a term of one (1) year, subject to the termination provision of their individual Appointment Agreement and this Agreement. The Appointment Agreement shall be voidable in the event that a Resident is not in compliance with all applicable Federal, State and local immigration laws.
ARTICLE V
Non Discrimination

The Hospital and Union are committed to creating an environment free of discrimination. Discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, disability, age, or any other characteristic protected by applicable law ("Protected Characteristic") is prohibited. Every Resident is responsible for complying with this policy. Any complaints of discrimination shall be submitted in accordance with the Grievance and Arbitration Procedure. If the grievance is not satisfactorily resolved, the arbitration procedure must be followed if a Resident believes that she or he has been subject to discrimination.

ARTICLE VI
Resident Program Standards

The Union and the Hospital acknowledge that the Hospital has acquired and maintained credentialing for its Graduate Medical Education Programs through the Accreditation Council for Graduate Medical Education ("ACGME"), the American Osteopathic Association ("AOA"), the American Dental Association Commission on Dental Accreditation ("ADA") and the Council on Podiatric Medical Education ("CPME"). Any provisions of this Agreement which are in conflict with the ACGME, ADA, AOA or CPME requirements shall be modified and interpreted so as to comply with the requirements and procedures established by the ACGME, ADA, AOA and CPME including any and all amendments thereto during the term of this agreement.

The Hospital retains the authority and discretion during term of this agreement to modify or amend the Hospitals standards, policies, rules and procedures of its Graduate Medical Education Programs.

ARTICLE VII
Patient Care Priority

If a Resident disagrees with an assignment or direction from an attending physician or supervisor, the Resident shall comply with the directive without delay. After completion of the assignment, the Resident may grieve the matter as provided for in Article XXVI. Any failure by a Resident to complete any patient care assignment shall be grounds for discipline of the Resident.

ARTICLE VIII
Duty Hours and Personnel Files

The Hospital shall follow the ACGME and New York State duty hour regulations. Residents will be supplied with the applicable duty hour regulations as covered by the Graduate Medical Education Policy on Duty Hours.
Residents will be permitted upon reasonable request to view the evaluations in their Human Resource file as permitted by ACGME regulations, except for confidential information or if the Resident has signed a waiver of his or her right to see such information.

ARTICLE IX
On Call Rooms

The Hospital shall provide and maintain an adequate number of on-call rooms in close proximity to patient care areas and where overhead pages and codes can be clearly heard. The Hospital shall endeavor to maintain lounges for the use of the House Staff Officers. It is understood that the House Staff and the Hospital have a shared responsibility for cleanliness of on-call rooms. On-call rooms shall be properly maintained on a regular basis. Broken equipment in the on-call rooms shall be reported by the House Staff Officers to the Designated Institutional Officer (DIO).

ARTICLE X
Salary

Each resident shall be paid an annual salary ("Salary") as set forth below based on their PGY level as determined by the Hospital at the commencement of each training year.

<table>
<thead>
<tr>
<th></th>
<th>Salaries as of July 1st, 2017</th>
<th>9/1/2017 $2880 + 2.0% increase</th>
<th>9/1/2018 2.0% Increase</th>
<th>9/1/2019 2.0% Increase</th>
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<tr>
<td>PGY 1</td>
<td>$52,932.37</td>
<td>$56,928.62</td>
<td>$58,067.19</td>
<td>$59,228.53</td>
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<td>PGY 2</td>
<td>$56,160.06</td>
<td>$60,220.86</td>
<td>$61,425.28</td>
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<td>PGY 3</td>
<td>$60,033.09</td>
<td>$64,171.35</td>
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<td>PGY 4</td>
<td>$63,260.97</td>
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<td>$68,813.07</td>
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<td>PGY 5</td>
<td>$66,940.49</td>
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<td>$72,641.24</td>
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<td>PGY 6</td>
<td>$72,295.24</td>
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<td>$78,212.32</td>
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<td>PGY 7</td>
<td>$78,079.46</td>
<td>$82,578.65</td>
<td>$84,230.22</td>
<td>$85,914.83</td>
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</tbody>
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Residents’ salary shall be paid in bi-weekly installments pursuant to Hospital policies and shall be subject to all statutory deductions. Residents shall not be paid for time not worked. Residents shall not be entitled to receive any overtime compensation.

A year of service, PGY Level, in the training program shall mean a full training year that has been certified as completed by the Hospital.

Effective September 1, 2017, each Resident on the payroll on that date and covered by the CBA shall receive an increase in his/her base annual rate of two (2.0%) percent of his/her August 31, 2017 base annual rate of pay. The minimum rate shall be increased by the same amount.

Effective September 1, 2018 each Resident on the payroll on that date and covered by the CBA shall receive an increase in his/her base annual rate of two (2%) percent of his/her August 31, 2018 base annual rate of pay. The minimum rate shall be increased by the same amount.

Effective September 1, 2019, each Resident on the payroll on that date and covered by the CBA shall receive an increase in his/her base annual rate of two (2%) percent of his/her August 31, 2019 base annual rate of pay. The minimum rate shall be increased by the same amount.

Chief Differential, currently $2,000 per annum, shall be increased by the same percentage increases as set forth above.

ARTICLE XI
Leaves of Absence

Although leaves of absence are permitted as detailed below, each Resident recognizes that he/she is pursuing an educational course of study and time away from the Residency Program affects the Resident’s ability to satisfactorily complete a training year or the Residency Program as a whole. If a Resident misses more than 30 days (other than vacation and holidays) during a training year, the Program Director may decide not to give the Resident credit for a successful training year. The Resident must discuss with the Program Director the time required to fulfill the educational requirements of the Residency Program as a result of any leave of absence approved.

(a)  Paid Leaves of Absence. The Hospital provides the following paid leaves to Residents after a thirty (30) day waiting period from the commencement of the Residency Program:

(i)  Bereavement Leave. Up to three (3) days necessary to attend to the funeral of a spouse, parent, child, brother, sister or grandparent. The Program Director may require written proof of attendance before paying for a leave under this provision.
Residents may use other accrued time, except for sick time, in connection with extending Bereavement Leave, but only with the permission of the Program Director who will consider the operational needs of the Program and the educational requirements of the Residents, as well as the Resident's available accrued time, in connection with making his/her decision.

(ii) Jury Duty. Residents are required to notify their supervisor when a subpoena for jury duty is received. Residents who are required to serve on jury duty will receive their regular pay for each day served. After the completion of jury duty service a Resident must provide to his/her Program Director a copy of a court clerk's certificate or jury pay stub noting the actual time served and the pay received for jury service. Checks recovered by a Resident for service shall be given to the Program Director.

(iii) Marriage Leave. Three (3) days. A copy of the marriage license may be requested by the Program Director.

(iv) Birth of a Child. One (1) day off for the birth or adoption of his/her child.

(v) Maternity Leave. It is the policy of the Hospital to provide paid maternity leaves to Residents for up to two months.

(b) Unpaid Leave of Absence. The Hospital permits the following unpaid leaves of absence to Residents:

(i) Families & Medical Leave. The Hospital provides Residents with up to thirteen (13) weeks of unpaid leave in any twelve (12) month period for family and medical leave as defined in the Family and Medical Leave Act of 1993 ("FMLA"). Eligibility for such leave is set forth in the Hospital's FMLA Policy.

(ii) Personal Leave. Personal leaves of absence shall be granted solely in the discretion of the Program Director and may be determined on a case-by-case basis.


ARTICLE XII
House Staff Benefit Plan:
Short Term, Long Term disability and Legal Services

The Hospital shall make monthly contributions for the purpose of providing each Resident with legal services (through the CIR Legal Services Plan), short term disability coverage and long term disability coverage ("Covered Benefits") to the Voluntary Hospitals House Staff Benefits Plan ("VHHSBP"). The contributions shall commence on the first of the month following sixty (60) days after ratification of the Agreement at the
rate twenty dollars and thirty-one cents ($20.31) per month. Prior to the commence of
the Hospital’s obligation to make the foregoing contribution to the VHHSBP, the Hospital
will continue providing the existing Short Term Disability Benefits.

The Hospital’s contribution under this Article shall be in lieu of its obligations to
provide NYS long term and short term disability insurance. The Union and the VHHSBP,
upon reasonable request shall provide the Hospital with a certificate of insurance or
equivalent proof that VHHSBP is providing required Short Term Disability and Long
Term Disability Insurance coverage to the Residents.

The Hospital shall furnish VHHSBP with a list of Residents and the following
information each year around July 15.

- Last Name (family name)
- First Name
- Middle Name (if any)
- Social Security #
- Current PGY Level
- Date of Hire
- Department
- Street Address
- City
- State
- Zip Code
- Email
- Home Phone #
- Family Status
- Date of Birth

The Hospital shall make monthly payments to the VHHSBP within 30 days of the end of each month for which contributions are due.

ARTICLE XIII
Hospital Benefit Programs

Residents are eligible to participate in the Hospital’s Health, Dental, Accidental
Death and Disability, Life Insurance, Section 125 (Flexible Spending) Plan, Transit Plan,
Municipal Credit Union and Savings Bonds Purchase Program on the same basis as full
time employed attending physicians as such exist or as may be amended by the Hospital. Residents shall also be entitled to participate in the voluntary 403(b) Tax
Sheltered Annuity as may be permitted by the Hospital, not necessarily on the same terms as full time attending physicians.

Effective January 1, 2015, the Hospital will provide the Union with Sixty (60) day's advance notice of any material changes relating to participants' co-payments and/or contributions to the Health Plan.

The Union acknowledges that the Hospital has the right to make unilateral changes to the Health Plan in its sole discretion, provided it complies with the previous paragraph hereof relating to changes to co-payment and/or contributions only.

ARTICLE XIV
Professional Education Allowance & Use of Personal Mobile Telephone

a. Effective July 1, 2014, the Hospital shall make monthly contributions of fifty five ($55.00) dollars for the purpose of providing each Resident with a professional education allowance to the Voluntary Hospitals House Staff Benefits Plan of the Committee of Interns and Residents ("VHHSBP"). The monthly contribution shall be due to the VHHSBP within 30 days of the end of each month for which contributions are due. The VHHSBP will provide a $650 educational benefit per eligible Resident per VHHSBP plan year, which is July to June. The Hospital shall not cite this provision as the justification for the reduction of any benefit provided by the Hospital or any benefit provided by an individual residency program.

b. Residents shall cause to be installed a Hospital designated app on their own personal mobile telephones to allow for HIPAA compliant encrypted data transfer. Residents who do not own a smart phone shall be permitted to continue to use a Hospital provided pager.

ARTICLE XV
Personal Days

Residents are eligible for four (4) personal days off per year with pay.

ARTICLE XVI
Holidays

Residents are eligible to receive eight (8) designated holidays off per year with pay. The following days are designated holidays:
New Years Day  
Martin Luther King, Jr. Day  
President’s Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

Any Resident/Fellow who works a majority of a shift on any of the holidays identified in this Article shall be provided with an alternate day off during the current program year as determined by the Program Director. A request by a Resident/Fellow to his/her program director for a specific alternate day hereunder, shall not be unreasonably denied. In the event the Program Director is not able to schedule the alternate day off within 120 days following the worked holiday, the Resident/Fellow shall receive an additional day's pay based upon the Resident/Fellow's then current rate of pay. For graduating Residents/Fellows who are in the last six months of their training the alternate day off or additional day’s pay shall be provided within 30 days of the holiday worked.

The day on which a holiday is legally celebrated (as defined in NYS General Construction Law Section 24, as amended) shall be the day on which a Resident who works such day shall be eligible for an alternate day off as aforementioned, except, that Independence Day shall be deemed to be legally celebrated on July 4th, Christmas shall be deemed to be legally celebrated on December 25th and New Year's Day shall be deemed to be legally celebrated on January 1st.

ARTICLE XVII
Sick Leave

Residents accrue one (1) day of sick time per month, for a total of twelve (12) sick days during each training year. All unused sick days are forfeited. Residents are required to notify both the Chief Resident and the Departmental Office in the event of an absence due to illness. In the event of an illness that extends beyond twenty-four (24) hours, the Resident must be cleared through the Employee Health Service (or the Emergency Department in the event that the Employee Health Service is closed) prior to returning to duty. There is no payment for unused sick days upon termination, regardless of the reason for the circumstances surrounding termination.
ARTICLE XVIII
Vacation

Residents are eligible to take four (4) weeks of paid vacation during each training year. Vacation schedules are determined by the Program Director or his/her designee. All unused vacation days shall be forfeited.

ARTICLE XIX
Dress

Residents shall adhere to dress that is appropriate for working conditions of the Hospital, and that reflects professionalism in dealing with the Hospital’s patients, parents, and all visitors. Residents will be supplied with an identification badge which is to be worn at all times while at work.

ARTICLE XX
Meal Allowance

Effective as of August 31, 2017, the annual salary, as set forth in Article X for each PGY level, shall be increased by the sum of $2,880.00.

ARTICLE XXI
Uniforms

Residents will be issued two (2) white lab coats and scrubs during each training year. Hospital will launder uniforms.

ARTICLE XXII
Political Action Check-Off

Upon receipt of written authorization from a Resident the Hospital shall; pursuant to such authorization, deduct from the wages due to the Resident each paycheck the sum specified in said authorization. The Employer will remit the authorized amount to a fund established, pursuant to applicable law, to receive contributions to be used for political purposes.

ARTICLE XXIII
Issuance of Certificates

St. Barnabas shall issue the appropriate certification, including academic affiliation, after a Resident’s satisfactory completion of their training program or part thereof.
ARTICLE XXIV
Moonlighting

Residents shall not engage in professional or patient care activities outside of the Hospital without the express written consent of the Program Director, in advance of any such activities. In instances where written consent of the Program Director is issued, the Program Director shall monitor the House Officer to determine whether these moonlighting activities adversely affect his/her performance and consent may be withdrawn at any time and for any reason.

ARTICLE XXV
Individual Contracts and Reappointment

There is no automatic right to reappointment or renewal of an Appointment Agreement. Each Resident shall receive a written contract that sets forth the Hospital’s commitments to the House Staff Officer and the House Staff Officer’s commitments to the Hospital.

Each year a copy of the standard individual contract being utilized by the Hospital shall be furnished to the Union.

In the event the Hospital elects not to renew a Resident’s contract, the Hospital will provide the Resident with at least four (4) months written notice to PGY-1’s and at least five (5) months to PGY-2s and above.

All substantive appeals of non-renewals shall be pursuant to the Educational Due Process procedure.

ARTICLE XXVI
Management Rights

(a) Except to the extent expressly limited by the words in this Agreement, the Hospital retains the sole right to manage the affairs of the Hospital, direct and control the Hospital’s workforce, and to make any and all decisions affecting the Hospital. It is the exclusive right of the Hospital to determine the mission of the Hospital and to exercise control and discretion over its organization and operations. The exclusive rights of the Hospital, which the Union agrees are not subject to bargaining, include, but are not limited to: direction of the educational components of the Graduate Medical Education Program and the evaluation of the Resident(s) performance in the Graduate Medical Education Program ("GMEP"). The Hospital’s exclusive rights shall include the design of the curriculum, the assignment of work to be performed and the work rules
that apply to Residents, the promulgation of rules and regulations, the transfer or reassignment of Residents, the right to hire, classify, promote, demote, layoff and/or recall Residents, the right to discipline and discharge Residents for matters pertaining to patient care or the failure to adhere to Hospital policies, and to determine the methods, means and personnel by which operations, departments or programs shall be managed, expanded, contracted, reduced or terminated in whole or in part, including, without limitation, the right to combine, relocate, contract out, curtail, abandon, cease or expand operations, departments or programs or to introduce new or improved methods, facilities or programs regardless of whether any of the foregoing cause a reduction in the bargaining unit.

(b) It is intended by the parties that all rights, privileges or obligations which are not specifically referred to by the parties in this Agreement or by law are retained by the Hospital.

ARTICLE XXVII
Grievance Procedure

The Hospital and Union agree that all grievances can be settled in a fair and impartial manner. Grievances that are related to the terms and conditions of employment or discipline that is not related to training or educational matters (e.g., theft, absenteeism, etc.) shall follow the “Contractual or Disciplinary Due Process” outlined below. Grievances that are educational in nature (i.e., medical mistakes, failure to meet educational requirements, insubordination, failure to timely follow directions, etc.) shall follow “Educational Due Process” outlined below.

(a) Contractual or Disciplinary Due Process

(i) The Union or a Resident may invoke the grievance and arbitration set forth below.

(ii) If the Hospital disciplines a Resident for a violation of rules of conduct, the Program Director or his/her designee shall meet with the Resident to issue the proposed disciplinary action.

Step I (Grievance Meeting). If the Union or Resident desires to file a grievance, the first step is to present it, in writing, to the Hospital Human Resources Department or to his/her Program Director. A meeting shall be scheduled to occur within thirty (30) days. After discussing the problem, the program director or other Hospital representative shall provide the Union and the Resident with a written answer within ten (10) working days.

Step II (Hearing). If the answer provided at Step I is not satisfactory to the Union, a meeting may be requested at Step II within fifteen (15) working days, in

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writing, with a copy of the Hospital’s answer from Step I, delivered to the Vice President of Human Resources. The Vice President of Human Resources shall schedule a meeting to discuss the matter within thirty (30) days. After the meeting, the Vice President of Human Resources will provide a written decision within five (5) working days.

**Step III (Arbitration).** Within thirty (30) days of receiving the Step II decision above, the Union may refer the matter to arbitration in accordance with the procedure below.

1. Any party seeking an Arbitration can request a panel of Arbitrators from the American Arbitration Association in accordance with its rules of Labor Arbitration.

2. The fees and expenses of the arbitrator shall be borne equally by the parties.

3. The arbitrator shall be empowered to hold pre-hearing conferences between the parties.

4. The arbitrator shall not have the power to amend, modify or change any term in this Agreement.

5. If a Resident fails to timely follow a direction from a physician, any discipline resulting there from shall not be subject to arbitration.

6. Arbitrators’ decisions are to be rendered within thirty (30) days from the date of the close of hearing, or the date of which briefs, if any, are due and shall be final and binding upon the parties.

**(b) Educational Due Process.** When a Program Director believes that action is necessary to address educational concerns about a Resident (including insubordination, refusal or failure to follow directions), the Program Director may issue his/her adverse recommendation to the Resident. The Program Director or his/her designee shall meet with the resident to issue the appropriate adverse recommendation. The adverse recommendation should be documented, with a copy of such documentation to the Resident, departmental file and Medical Director. If the Resident intends to challenge the adverse recommendation, he/she must take action at Step I below within ten (10) working days of receiving the adverse recommendation.

**Step I.** The first step is to present any disagreement or grievance, in writing, to his/her Program Director. A meeting shall be scheduled to occur within thirty (30) days. After discussing the problem, the Program Director will provide the Resident with an answer within five (5) working days.

**Step II.** If the answer is not satisfactory, a grievance meeting may be presented at Step II within ten (10) working days, in writing, a copy of the Program Director’s answer from Step I, delivered to the Department Director. A meeting shall be
scheduled to occur within thirty (30) days. After discussing the problem, the Department Director will provide an answer within five (5) working days.

**Step III.** If the answer provided at Step II is not satisfactory, a hearing may be requested at Step III before the Medical Director who shall preside, hear and determine any appeal. He shall determine the order and amounts of process to assure that all participants in the appeal have a reasonable opportunity to be heard. The Appeal will not be conducted strictly according to the rules of law relating to the appellate tribunals. The Resident shall have the opportunity to address the Appeal Officer concerning his or her disagreement with the Step III decision and shall answer questions put to him or her by the Appeal Officer.

The Medical Director’s decision is final and binding. It is not subject to arbitration.

**ARTICLE XXVIII**

**Labor/Management Meetings**

A Labor-Management Committee of Residents and Hospital representatives shall be established and shall meet on a regularly scheduled basis to discuss any issues between the parties, such as ancillary services, work environment or library services. Matters considered by the Labor Management Committee shall not be considered grievances.

The Union and the Hospital recognize that they have shared interests in ensuring effectiveness and efficiency in the delivery of patient care and improving clinical outcomes and patient satisfaction, and also recognize the important role Residents fill in many of the processes that contribute to these shared interests. The Union and the Hospital also recognize that education is a key component of the residency programs at the Hospital. Accordingly, the Union and Hospital agree to develop a labor management committee process to facilitate resident involvement in addressing issues related to didactics, non-resident work and quality improvement. The Union will conduct a survey of above issues for all residents/fellows by September 15th 2017. Based on the results of this survey, The development of the initial Labor Management Committee meeting and first meeting will occur no later than November 1st 2017 with participation by Union representatives, Residents and Hospital administration, including, specifically, the Hospital’s senior leadership for graduate medical education and Directors of SBH ancillary support departments identified in Survey (for example: SBH Director of Nursing, SBH Director of Patient Transportation, SBH Director of Laboratories, SBH Director of Phlebotomy Services) in order to secure no disruption in patient care this meeting will take place after 5pm at SBH.
ARTICLE XXIX
Union Communications

A designated representative of the Union, upon reasonable prior request, may have access to Residents on non-working time in non-patient care areas of the Hospital provided such does not interfere with Hospital operations.

The Hospital will provide the Union with access to a bulletin board for the posting of official Union notices.

ARTICLE XXX
Program Termination

The Hospital will notify the Union within a reasonable time of either a decision to discontinue any training program or notification of non-accreditation of any training program. In the event of a termination of a residency program, the Hospital will assist the Residents in their endeavors to continue their education.

ARTICLE XXXI
Professional Liability Insurance

The Hospital shall provide professional liability coverage for each Resident for protection against awards from claims occurring during the term of an Appointment Agreement, provided that the alleged acts or omissions of the Residents are within the scope of the Residency Program. The professional liability coverage provided will be comparable with the Hospital’s coverage for other attending physicians who participate in the Hospital’s self insured coverage program. Specific details of the professional liability coverage will be provided to the Resident and Union upon request. The professional liability coverage does not cover any services outside the scope of the Residency Program. The Hospital retains the right to modify the professional liability insurance coverage and program during the term of the Agreement.

ARTICLE XXXII
Mandatory Rotation Travel Reimbursement

All Residents who are required by their respective Program Director to report to the Hospital’s main campus (4422 Third Avenue or 4487 Third Avenue) and on the same day then required to report to an outside rotation site at 260 East 188th Street, 2021 Grand Concourse and/or 470 East Fordham Road, shall be provided with transportation to that outside rotation site or transportation reimbursement for travel to
the outside rotation site, as determined by the Hospital. The Hospital shall develop a policy, in its sole discretion, as to the process for travel reimbursement.

**ARTICLE XXXIII**  
**Parking**

Residents who stop paying the monthly fee for parking while on a mandatory out rotation shall not lose their eligibility to access the parking garage upon the conclusion of the mandatory out rotation and return to the Hospital.

**ARTICLE XXXIV**  
**Third Avenue Bridge**

Residents shall be afforded reasonable access to the Third Avenue Bridge, subject to the Hospital's operational needs in the Hospital's sole discretion.

**ARTICLE XXXV**  
**No Strikes or Work Stoppages**

(a) Recognizing that patient care is of paramount importance, and that the Residents have responsibility to render patient care as an integral part of their graduate medical education, the Union, including its representatives, stewards, attorneys and employees, and each Resident agree that they shall not instigate, plan, or participate in any strike or other work stoppage or work interruption, including, but not limited to, sympathy strikes, or any interference or interruption of work of any variety or kind, informational picketing, honoring picket lines of any other union, hand billing, bannering, boycotts, or slow-downs, either at the Hospital or at any other location within one thousand feet of the Hospital.

(b) The Union, its officers, agents, attorneys, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, including sympathy strikes, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Hospital, or ratify, condone or lend support to any such conduct or action.

(c) In addition to any other liability, remedy or right provided by applicable law or statute, should any Resident engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Hospital occur, the Union, within twenty-four (24) hours of a request by the Hospital shall:
(i) Publicly disavow such action by the Resident(s).

(ii) Advise the Hospital in writing that such action by the Resident(s) has not been called or sanctioned by the Union.

(iii) Notify each Resident of its disapproval of such action and instruct each and every Resident to cease such action and return to work.

(iv) Post notices on the Union bulletin boards advising that it disapproves of such action, and instructing Residents to return to work immediately.

(d) During the term of this Agreement and during any extension thereof, the Union agrees that neither it nor any of its officers, agents or members, nor any Resident, will disparage the Hospital's reputation or quality of care provided to patients or the public.

ARTICLE XXXVI
Severability

Should any part or provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation, by any decree of a court of competent jurisdiction or by reason of any rule of regulation or order of any presently existing or future created federal, state or municipal agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof, and they shall remain in full force and effect.

ARTICLE XXXVII
Complete Agreement and Waiver

This Agreement shall constitute the sole and entire agreement between the parties with respect to rates of pay, wages, hours and all other terms and conditions of employment. This Agreement may not be amended, modified, waived, extended or otherwise revised, and no agreement, alteration, understanding, variation, waiver or modification of any of the terms or conditions or covenants contained herein shall be made, unless made by agreement in writing duly executed by the parties hereto. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or material and that all understandings and agreements arrived at by them during the negotiations are set forth herein. It is understood and agreed that this Agreement supersedes all previous agreements and understandings between
the parties, or between the Employer and any of its employees or groups of employees, whether verbal or written, and that all matters in dispute or controversy between the parties hereto are completely settled, adjusted and closed by this Agreement. In addition, any claim or matter which was or might have been raised in the collective bargaining discussions and negotiations leading to the consummation of this Agreement shall be deemed to be completely settled by the execution of this Agreement. The parties each agree to waive any right to require bargaining during the term of this Agreement, or any matter or thing that might have been included in this Agreement, but was not included.

ARTICLE XXXVII
Duration

This Agreement shall be effective on the 1st day of July, 2017 and shall remain in full force and effect to and through the 30 day of June, 2020.

ARTICLE XXXVIII
Termination

This Agreement may be terminated effective 12:01am July 1, 2020 by written notice from either party to the other and the FMCS prior to April 1, 2020 of intent to modify or terminate the Agreement or by timely notice after any renewal of the Agreement.

Dated this 9th day of August, 2017.

St Barnabas Hospital

Committee of Interns & Residents/SEIU

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