



Collective Bargaining Agreement

Between

Bronx-Care Hospital System

and the

Committee of Interns and Residents/SEIU

January 1, 2020 – December 31, 2022

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 17,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California, New Mexico and Puerto Rico. 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 Bronx-Care Hospital System, 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:

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**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**COMMITTEE OF INTERNS AND
RESIDENTS/SEIU**

AND

BRONXCARE HOSPITAL SYSTEM

January 1, 2020 – December 31, 2022

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ARTICLE 1

RECOGNITION

1. The BRONXCARE HOSPITAL SYSTEM recognizes the COMMITTEE OF INTERNS AND RESIDENTS as the sole and exclusive collective bargaining representative for the titles interns, residents and fellows employed by BCHS and wherever assigned. Persons in such titles are hereinafter collectively referred to as "Housestaff Officers."
2. It is not the intention of BCHS to utilize volunteers to undermine the rights of the Housestaff Officers covered by the collective bargaining agreement.

ARTICLE 2

CIR SECURITY

1. It shall be a condition of employment that all House Staff Officers covered by this Agreement who are members of CIR/SEIU 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 CIR/SEIU. 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 thereof, 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 CIR/SEIU. For the purpose of this Agreement, "good standing" shall consist of the payment of periodic dues as uniformly required by CIR/SEIU as a condition of membership, or of the payment of an agency fee to CIR/SEIU.
2. No discrimination or reprisal shall be visited against any such

Housestaff Officer by either party based on membership or non-membership in the CIR.

3. The CIR shall have the exclusive right to the check off and transmittal of dues in behalf of each employee in the unit, said dues to be checked off monthly from the paycheck of each Housestaff Officer, pursuant to authorization cards in conformity with law and pursuant to the directives of the CIR, in such amounts as the CIR shall establish. BCHS agrees to forward said dues to the CIR within thirty (30) days of the end of each month.
4. It is specifically agreed that BCHS assumes no obligations, financial or otherwise, arising out of the provisions of this Article, and the CIR hereby agrees that it will indemnify and hold BCHS harmless from any claims, actions or proceedings by any Housestaff Officer arising from deductions made by BCHS hereunder. Once the funds are remitted to the CIR, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the CIR.
5. A Housestaff list shall be provided to the CIR by July 31st of each year and shall include names, addresses, PGY levels, and fellowship titles, if any.

ARTICLE 3

WAGES

1. The appointment of a Housestaff Officer shall be based on his/her appropriate Post Graduate Year (hereafter "PGY"), which shall be determined as follows:
 - a. A Housestaff Officer who has not completed at least one year of service in an ACGME or AMA-CME-ADA-AOA accredited training program, shall be placed at the PGY-1 level.
 - b. A Housestaff Officer who has completed one or more years of

service in an ACGME or AMA-CME-ADA-AOA accredited training program shall be placed at the PGY level which equals the number of such years of service plus one (e.g., a Housestaff Officer who has completed two years of service in such training program shall be placed at a PGY 3).

- c. A Housestaff Officer required to spend a prerequisite period of service, in an ACGME or AMA-CME-ADA-AOA accredited training program in a specialty other than that in which he/she is serving shall be classified on the basis of cumulative years of such service, provided, however, that in the event a Housestaff Officer changes his/her specialty, he/she shall receive a maximum credit of two years for prior service in such other ACGME or AMA-CME-ADA-AOA accredited training program. Where there is a claimed violation of credit for prior service, retroactive pay shall be limited to 60 days prior to the date on which BCHS is first notified of such a claim.

- d. When some or all of the prior service of a Housestaff Officer has been in a non-ACGME or AMA-CME-ADA-AOA accredited 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 an ACGME or AMA-CME-ADA-AOA accredited training program. Non-ACGME or AMA-CME-ADA-AOA training will be evaluated by the individual Director of Service in reference to assignment of PGY levels for salary purposes. Such training will be re-evaluated if full accreditation is received and upon presentation to the chairman, however, the final decision will be made by the departmental chairman. Increased standing by a Specialty Board for non-ACGME or AMA-CME-ADA-AOA accredited training program shall not apply retroactively during the term of this contract, but be effective only from the time the affected Housestaff Officer submits such determination to his/her director and to the BCHS's Personnel Department.

2. A Housestaff Officer converted to a PGY level pursuant to Section 1 shall, if hereinafter reappointed, be deemed to have served the number of years in an ACGME or AMA-CME-ADA-AOA accredited training program applicable to the PGY level to which he/she has been converted and equated pursuant to the said Section 1.
3. A Housestaff Officer who, during the term of this agreement, successfully completed his/her service for a year and is reappointed 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 service in a training program which shall have been certified as having been completed by the appropriate BCHS authority.
5. Salaries are set forth as follows:

PGY	Current Salary	2020	2021	2022
PGY1	\$65,339	\$66,972	\$68,647	\$70,363
PGY2	\$69,195	\$70,925	\$72,698	\$74,515
PGY3	\$75,611	\$77,501	\$79,439	\$81,425
PGY4	\$78,511	\$80,474	\$82,486	\$84,548
PGY5	\$81,676	\$83,718	\$85,811	\$87,956
PGY6	\$87,119	\$89,297	\$91,529	\$93,818

- a. Effective the first pay period following January 1st, 2020, each HSO on the payroll of the hospital on said effective date and covered by this agreement will receive a two and one half percent (2 ½ %) salary increase of his/her December 31 2019 base rate.
- b. Effective the first full pay period following January 1st, 2021, each HSO on the payroll of the hospital on said effective day

and covered by this agreement will receive a two and one half percent (2.5%) salary increase of his/her December 31, 2020 base rate.

- c. Effective the first full pay period following January 1st, 2022, each HSO on the payroll of the hospital on said effective day and covered by this agreement will receive a two and one half percent (2.5%) salary increase of his/her December 31, 2021 base rate.

6. Orientation Bonus

a. Effective the first payroll period in each of the three (3) contractual years covered by this Agreement, each newly hired (i.e., incoming) Housestaff Officer on the payroll of the Hospital on each said respective date and covered by this Agreement, shall receive a one-time lump sum bonus payment of Five Hundred Dollars (\$500.00) less applicable deductions and withholdings as required by applicable law.

b. The lump sum payment shall not be considered as pay for any purpose, including payment of contributions to, or benefits provided by CIR funds, or for purposes of overtime, differentials, or any form of premium pay.

c. Wellness: In recognition of the Orientation Bonus, the Hospital and the CIR jointly acknowledge the importance of Housestaff Officers well-being, and agree to regularly discuss Housestaff Officers participation in Hospital wellness activities.

ARTICLE 4

MEALS

- 1. BCHS agrees to provide each Housestaff Officer, including fellows and chief residents, an annual stipend of \$ 1,500 to be paid on a pro-rated basis in each bi-weekly paycheck, for the purpose of purchasing meals while on duty at the Hospital. Housestaff officers, including fellows and chief residents, on duty during the night shall be

provided with coffee which will be delivered to the following sites: Concourse-9th Floor on-call suite, 4th floor resident room, 8th floor resident room, 16th floor resident room, 17th floor resident room and Fulton- 5th floor Doctor's Dorm. The current practice for Housestaff Officers concerning breakfast will continue.

2. The Hospital agrees to provide the on-call suite lounges on the 9th floor of Concourse and the 5th floor of Fulton with a full size refrigerator, a microwave and a television.
3. The Hospital shall provide breakfast and lunch for days spent at the Hospital mandated orientation prior to each July 1.
4. Departments will provide Housestaff Officers with ten (10) food coupons per Housestaff Officer for every night worked. Nights are defined as short call, long call, and night shifts. The process for distributing the coupons will be determined by the department. Programs that currently provide food coupons in excess of this minimum will continue their current practice. Food coupons may be used in vending machines and in the Concourse café.

ARTICLE 5

HEALTH & WELFARE BENEFITS

1. Voluntary Hospitals House Staff Benefits Plan
 - a. BCHS shall continue to contribute to the Voluntary Hospitals House Staff Benefits Plan (the "VHHSBP") in the amounts set forth below in paragraph 1b for each house staff officer employed by BCHS and covered by this agreement and their eligible dependants (as defined in the VHHSBP summary plan description). . Such contributions shall be used by the Trustees of VHHSBP 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 thereupon provide such benefits (“the covered benefits”).

- b. Effective on the dates noted below, BCHS 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 their eligible dependants in the VHHSBP.

<u>Effective Date</u>	<u>Applicable Monthly Contribution Rate</u>
1/1/2020	\$1039
1/1/2021	\$1112
1/1/2022	\$1190

- c. The Trustees of VHHSBP will conduct on-going reviews of the financial status of the VHHSBP. 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 an appropriate reserve. The Trustees of the VHHSBP shall have the authority to determine whether and to what extent, an increase or decrease in the monthly contribution rate is necessary to maintain current covered benefits determined by the Trustees of the VHHSBP and an appropriate reserve in accordance with the Trust Agreement and applicable laws.

- 2. BCHS shall furnish the VHHSBP with lists of incoming and departing house staff officers prior to June 1 of each Plan Year. In addition, BCHS shall also 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.

3. For Residents starting or terminating at times other than the Plan Year, lists of newly hired or departing residents are to be made to VHHSBP within 30 days from the date the house staff officer is added to, or deleted from the payroll. The Plan shall have the right to audit the employment records of BCHS, upon reasonable notice, to confirm any information necessary for the proper administration of the VHHSBP and to ensure that BCHS is remitting the appropriate contributions.
4. BCHS shall provide these lists (cited above in paragraph 3) to CIR/SEIU in an Excel-compatible spreadsheet, either via email or on a disk.
5. The excel spreadsheet template shall contain the following information:
 - 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 BirthThe list should include a total of all bargaining unit members.

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.

The Hospital(s) shall continue to provide New York State Disability insurance to its Residents.

ARTICLE 6

VACATION/HOLIDAYS

1. The annual vacation allowance for Housestaff Officers employed for a twelve (12) month period shall be four weeks (20 days). With the permission of the Director of Service, Housestaff Officers shall be permitted to split vacation time or use it as a whole unit at the Housestaff Officer's choice. Such permission shall not be unreasonably denied.
2. When, due to the needs of a given service, it is necessary to limit vacations, they may be limited to the extent of one week only per Housestaff Officer at the discretion of his/her Director of Service and pay for lost vacation shall be granted within thirty (30) days of completing the program.
3. Anything to the contrary herein notwithstanding, lesser vacation benefits may be provided where appropriate Specialty Boards require lesser vacation terms and pay for lost vacation shall be granted.
4. Anything to the contrary herein notwithstanding, pay in lieu of vacation shall be provided in the case of residents serving their last year of residency, where full Housestaff coverage in the given service cannot, in the discretion of the appropriate Director of Service, be obtained.
5. Vacations must be taken during the year they are accrued unless

permission is granted by the Director of Service due to a special need of the Housestaff Officer.

6. The following days shall be considered hospital holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
7. Housestaff who are required by the hospital to work on a scheduled holiday shall be scheduled an alternate work day off within one hundred twenty (120) days of the holiday.

ARTICLE 7

MALPRACTICE INSURANCE

1. BCHS shall at all times indemnify, save and hold Housestaff Officers harmless against any and all liabilities, loss damage, costs and expenses, of whatever kind or nature, including counsel and attorney's fees, which they may sustain or incur by reasons of acts or omissions committed or performed within the scope of their duties at BCHS and during the course of Hospital 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 Housestaff Officer and which alleged actions are clearly not within the proper course of a Housestaff Officer's duties or functions;
 - c. liability of other individuals or entities assumed by a Housestaff Officer under any contract or agreement;
 - d. bodily injury, sickness, disease or death of any Housestaff

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 BCHS shall investigate and defend such claims without cost to the Housestaff Officer and indemnify, save and hold him/her harmless to the extent any compensatory damages are awarded; and
 - f. home health care services which are not rendered in the scope of a Housestaff Officer's employment.
2. Notwithstanding the foregoing, the coverage provided by BCHS hereunder shall be excess over any other insurance insuring all or part of a claim made against a Housestaff Officer for any act or omission hereinbefore set forth. 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 BCHS hereunder.
3. Each Housestaff Officer shall be required, as a condition to the provision of coverage by BCHS hereunder, to provide written notice as soon as practicable to the Chief Executive Officer of BCHS, or his/her designee, of any acts or omission hereinbefore set forth, which has resulted or may result in a claim or suit against a Housestaff Officer and about which he/she has received written or other notice.
4. In the event that any legal action is taken against any Housestaff Officer for an act or omission hereinbefore set forth, either jointly with BCHS or individually, BCHS shall notify the Housestaff Officer and defend such action at its sole expense, and the Housestaff Officer shall cooperate with BCHS in the defense thereof. BCHS hereby undertakes to defend any suit against any Housestaff 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 allegations are groundless, false or fraudulent; and BCHS shall pay, in addition to any such damages which may be claimed against the Housestaff Officer, any expense necessarily incurred by the Housestaff Officer in connection with his/her cooperation with BCHS in the defense thereof and all cost and interest taxed against any Housestaff Officer. BCHS shall further pay all premiums on any appeal bonds required in any legal action against any Housestaff Officer covered hereunder, and all premiums on bonds to release attachments against the Housestaff Officer and his/her property.

5. BCHS shall have the exclusive right to adjust, settle, or compromise any claims, suit or judgment in respect of any obligation or liability of any Housestaff Officer covered hereunder and shall be, to the extent hereinbefore set forth, the sole obligor making payment thereof and of all obligations of any Housestaff Officer for which BCHS is the indemnitor hereunder.
6. This agreement 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 thereto is given to the other party.
7. Housestaff Officers will be informed of their malpractice coverage including the name of the insurer at the start of their employment.

ARTICLE 8

ON-CALL ROOMS

1. On-call rooms shall be properly maintained seven (7) days a week. Maintenance shall include, but not be limited to, clean linens and

towels daily; rooms and bathrooms swept and/or mopped and fixtures cleaned on a regular basis. Effective immediately, at Fulton Division Doctors Dorm, bathrooms and showers for the exclusive use of Housestaff Officers shall be located on the same floor as and in proximity to on-call rooms. At the Concourse Division, the Hospital will have bathrooms and showers for the exclusive use of the Housestaff Officers located on the same floor as and in proximity to on-call rooms (except floors 2 and 3).

2. The bathrooms and showers shall be gender limited.
3. The Hospital shall use its best efforts to ensure that the number of on-call rooms shall be sufficient so that there shall be no more than two HSO's assigned to any room.
4. On-call rooms shall be located in the new building and at the Fulton Division in areas as close as possible to the patient care area in which the Housestaff Officer is assigned for Specialty Care Units, OB/GYN, Pediatrics and Medical Code teams.
5. On-call rooms shall be provided with locks and telephones in working order as soon as practicable. Said rooms also shall receive pest extermination on a regular basis, and shall have proper heating and air conditioning.
6. The Hospital will attempt to provide lounges within available space limitations and resources. The Hospital agrees to provide the on-call suite lounges on the 9th floor of Concourse and the 5th floor of Fulton with a full size refrigerator, a microwave and a television.
7. The parties agree to convene an ad hoc committee of five (5) Housestaff Officers who will meet with the Assistant Vice President - Engineering and Facilities Planning or his designee to identify issues and discuss solutions concerning the number of Housestaff Officers assigned to any one on-call room, lockers, and lounges.

8. The provisions of Paragraph 7 of this article shall not be subject to the Grievance and Arbitration procedure.
9. BCHS will provide on call room keys to each Housestaff Officer as appropriate.
10. BCHS will make its best efforts not to reduce the existing on call rooms.

ARTICLE 9

ACCESS TO FILES

All Housestaff Officers shall have access to their personnel files, to receive a copy of any hospital evaluatory statement at the time it is added to their file, and have a right to respond to any Hospital evaluatory statements by a written statement which shall be added to the file. Housestaff Officers shall be permitted to challenge the validity of any Hospital documents in their files through the grievance procedure. A Housestaff Officer who requests a copy of his/her file shall not be unreasonably denied. It is understood that private reference submissions sent to BCHS prior to employment are not covered by this Article.

ARTICLE 10

LAUNDRY

Each Housestaff Officer shall be assigned 4 usable white coats and 4 usable sets of cloth scrubs.

BCHS shall provide free laundering of uniforms and shall continue its past practice with regard to replacing uniforms.

ARTICLE 11

EMPLOYEE'S SECURITY

1. An incumbent resident shall not be prevented from completing his/her residency program because of the Hospital's decision to reduce the number of residents in the program for budgetary reasons, 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, except that questions regarding non-renewal of Housestaff appointments may be processed in accordance with Article XV hereof.
2. The Hospital will notify each Housestaff Officer affected and the CIR:
 - a. Within thirty days of a decision to discontinue any training program for any reason. Immediately upon receipt from the ACGME or AMA-CME-ADA-AOA of any notification regarding non-accreditation or probation or similar change in the professional status of any training program.
 - b. In the event of a termination of a program, the Hospital shall provide Housestaff Officers reasonable time off to accommodate their transition to another residency program. Transition shall consist of, but not be limited to, days off for interviews, moving accommodations and orientation in an accepted program.

ARTICLE 12

LEAVE TIME

1. Twelve (12) days of paid sick leave shall be provided per year cumulative to a maximum of forty-eight (48) days. Disability due to maternity shall be considered as sick leave.
 - a. Sick Time may be used for medical and mental health

appointments..To the best of their ability, Housestaff Officers will provide two (2) weeks notice to chiefs for necessary medical (including dental and vision) and mental health appointments (excluding emergency sick visits). Housestaff Officers will not be required to find their own coverage. Such requests shall not be unreasonably denied.

- b. At no time shall Housestaff Officers be required to make up contractually obligated time except where necessary to become Board Eligible.
2. A Housestaff Officer shall be paid at his/her regular pay for five (5) working days absence in the event of the death of a grandparent, parent, spouse, dependent or brother or sister; one (1) day paternity leave, and three (3) consecutive days marital leave.
 3. Personal Days
 - a. Two (2) personal days shall be provided to all Housestaff Officers per year. One (1) day shall be credited on July 1st and January 1st of each year of employment.
 - b. A personal day is defined generally as one which a HSO may use to attend to private or personal matters or to observe religious holidays.
 - c. Personal days are to be scheduled and approved by the Department Chairman at least two weeks in advance, whenever possible.
 - d. The hospital retains the right to reschedule a personal day in an emergency.
 - e. Personal days not used within the calendar year in which they occur shall be lost.
 4. Time off with pay for specialty exams, will be granted for a period not

to exceed 3 days in which the exams are actually given.

5. a. Education leave of up to 5 days with pay, to attend medical conferences shall be granted to eligible employees, provided that appropriate coverage can be arranged within the department. Eligible employees are those Housestaff Officers in the final year of their basic residency, and any Housestaff Officer who is a Chief Resident or Fellow.
 - b. In addition, all eligible employees (as defined in 5(a) above), shall receive a conference allowance of up to \$1075. The allowance shall be paid each year not later than 30 days after submitting expense receipts related to attendance at the medical conference(s).
 - c. Where existing practices regarding the matters in 5(a) and 5(b) are better, those practices shall continue.
 - d. In addition, all eligible employees (as defined in (a) above), shall receive a Board Review reimbursement of up to \$400.
6. When a resident is required to take the ACLS course, he/she shall be given time off for the length of the course. Coverage shall be arranged by the Department as required, except in an emergency, but at no additional cost to the Hospital.
 7. BCHS shall pay for ACLS, ATLS, APLS, and BLS courses as required. Housestaff Officers shall take these courses at BCHS. If the required course is not offered at BCHS, the hospital shall pay for the Housestaff Officer to attend the required course in the New York Metropolitan area with prior approval of the Chief of Service.
 8. **Maternity Leave** - Housestaff Officers who are pregnant may, upon request and with proper notification to their departments and documentation from their personal physician, be assigned electives and rotations appropriate to their condition, to the extent practicable,

relieved of a reasonable and limited amount of night call and exposure to diseases, radiation and chemicals, which may be harmful to the fetus and mother, and be allowed to schedule personal medical visits as appropriate. Such requested changes shall be in conformity with the rules of the Housestaff Officer's specialty board and within the constraints of the program.

The Hospital may require such Housestaff Officers to present documentation from their personal physician that they are able to continue at or return to work. Unless Employee Health declares that they are unable to work, pregnant Housestaff Officers may continue to work as long as they perform their regular duties or as modified in such a way as to meet satisfactory levels appropriate to their specialty board and departmental requirements before they use their accrued paid and unpaid leave time.

Upon request, Housestaff Officers shall be eligible for a Maternity Leave of Absence ("MLOA") of up to three (3) months without pay in addition to accrued paid holidays, sick and vacation time. Housestaff Officers may request to extend such leave for up to an additional three (3) months and shall not be unreasonably denied. Such requested leaves shall be in conformity with the rules of the Housestaff Officer's specialty board and within the constraints of the program.

Such Housestaff Officers shall be allowed to return to their positions without loss of earned credit for full or partial years of service providing that such accreditation allowances shall be made within the rules or guidelines of the Housestaff Officer's specialty board. If eligible, the payment of short term and long term disability compensation shall be provided by the VH/HSBP.

Housestaff Officers will not be unreasonably denied the opportunity to schedule time for childbirth training classes for themselves or with their spouses as necessary. Such requests shall be in conformity with the rules of the Housestaff Officer's specialty board and within

the constraints of the program.

Adoption shall be treated the same as birth as provided for in this Article. Any child or day-care services provided to other hospital employees shall also be offered to Housestaff Officers.

Coverage for Absent Housestaff Officers - In conformance with the rules of the Housestaff Officers specialty board and upon presentation of satisfactory medical documentation, the Housestaff Officer who is absent for an episode of illness, or is temporarily relieved of night call (as per Section 7), for at least 5 days may not be required to make up missed on-call assignments.

Coverage for such missed on call assignments will be provided by other Housestaff Officers who will be compensated at a rate of \$250 for each additional on call assignment. There shall be an annual cap of 140 paid coverages provided for ill/absent Housestaff Officers as described above. There shall be no carryover of unused on call coverage allocations from year to year. The coverage year shall be January 1st to December 31st.

When Housestaff Officers voluntarily exchange on call assignments for their mutual benefit, such additional on call duty and the provisions for additional compensation shall not apply. The assignment of additional on call shall be done in a fair and equitable manner.

Paid Family Leave

Under the New York State Paid Family Leave Law, Housestaff Officers who work a regular schedule of twenty (20) or more hours per week are eligible for Paid Family Leave after twenty six (26) consecutive weeks of employment: (i) to participate in providing care for a family member with a serious health condition; (ii) to bond with a new child within twelve (12) months from the date of the child's birth, adoption, or foster care placement, or when the Housestaff Officer must be absent from work for the child's adoption or foster care placement to proceed; (iii) for a qualifying

exigency (as defined by the FMLA) arising from the fact that a Housestaff Officer's child, parent, spouse or domestic partner has been called, or notified of an impending call, to US military service. Housestaff Officers who work a regular schedule of less than twenty (20) hours per week are eligible for Paid Family Leave after 175 days of employment, whether or not consecutive. (Housestaff Officers should refer to HR policy HR231 B for further details regarding Paid Family Leave terms and eligibility requirements.)

ARTICLE 13

CHIEF RESIDENT DIFFERENTIAL

BCHS will pay Housestaff Officers who are assigned the duties of a Chief Resident (with the knowledge and consent of the Chief of Service) - \$3,000 per year to be paid on a prorated basis each month.

ARTICLE 14

HOSPITAL PREROGATIVES

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

ARTICLE 15

GRIEVANCE PROCEDURE

1. A grievance shall be defined as a dispute regarding: (a) the interpretation or application of the terms of this written Agreement; (b) regular and recurrent assignment of a Housestaff Officer to duties not

appropriate to a Housestaff Officer; or (c) a question regarding the non-renewal of the appointment of a Housestaff Officer.

A grievance may be brought by an individual Housestaff Officer and the CIR, or by the CIR alone, and shall be undertaken pursuant to a three (3) step grievance procedure as follows:

2. **FIRST STEP:** The Housestaff Officer and CIR shall take the grievance up directly with the Director of Service or Administrator involved. The Director of the Service or Administrator shall give his/her answer to the Housestaff Officer and the CIR within five (5) days thereafter.

SECOND STEP: If no satisfactory settlement is reached at the First Step, the CIR may present the grievance in writing to an appropriate administrative official or his/her designated representative within five (5) working days after the Director of Service or Administrator has given his/her answer at the First Step.

The appropriate administrative official or his/her representative will meet with a representative of the CIR 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 CIR representative.

THIRD STEP: If any grievance is not disposed of in the foregoing procedure, the CIR may within fifteen (15) working days after it receives the appropriate administrative official's or his/her representative's answer at their Second Step, give to the appropriate administrative official's or his/her representative a written notice of its desire that the grievance be submitted to final and binding arbitration.

Within fifteen (15) working days after the appropriate administrative official or his/her representative receives said written notice, the CIR may submit a dispute to final and binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

3. In the event a grievance is of a general nature affecting either all of the Housestaff Officers of a single service or two or more Housestaff Officers assigned to different services, the CIR may file such grievances 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 Housestaff Officer or the CIR to follow the time limits specified in this Article shall constitute a waiver of the right to further process the grievance. Failure by BCHS to respond within the time limits prescribed shall be deemed a denial of the grievance.
6. For the purpose of this Article, workdays shall not include Saturday, Sunday or holidays.
7. Grievances related to non-renewals, clinical competence, and the care and treatment of patients shall be submitted to the Medical Board of BCHS for a final and binding decision in lieu of submission to the American Arbitration Association. BCHS will recommend to its Medical Board that both the Housestaff Officer and the Medical Board may be represented by Counsel if the Medical Board, in its discretion, permits both sides to be represented by counsel.

ARTICLE 16

DISCIPLINARY ACTION

1. Except for the matters described in Article XVI, Paragraph 7, there shall be no dismissal, demotion or fine assessed against any Housestaff Officer except for cause and until there has been a hearing on notice as set forth below. BCHS will not withhold paychecks for disciplinary reasons.
2. When disciplinary action is contemplated, either by a Director of Service or Administrator, written charges shall be simultaneously presented to the Housestaff Officer and to the CIR Contract Administrator assigned to BCHS. It is understood that a Housestaff

Officer may be relieved immediately of medical responsibilities by a Director of Service or appropriate administrative official of BCHS without a hearing where his/her continued presence is deemed to be a risk. Any resulting grievance will start at the Third Step.

3. Grievances arising under this Article shall be processed in accordance with Article XV ("Grievance Procedure"). The Housestaff Officer or CIR must present the grievance within ten (10) days of receiving written charges.
4. BCHS will provide Housestaff Officers with reasonable time off to defend themselves in disciplinary hearings.

ARTICLE 17

INDIVIDUAL CONTRACTS

1. Each Housestaff Officer shall, prior to his/her employment by BCHS, receive a written contract not inconsistent with any of the provisions herein which shall set forth Hospital commitments to such Housestaff Officers in the following areas: (a) maintenance of electives, and (b) PGY level and wages appropriate to that PGY level. In the event BCHS, for reasons beyond its control cannot meet its obligations under (a) above, it shall immediately notify the individual Housestaff Officer and make arrangements to provide a satisfactory substitute elective.
2. The form of individual contract presently used by BCHS shall be furnished to the CIR and, if changed, a copy of any such change will be furnished to the CIR prior to its use.
3. House Staff Officers PGY 2 and above shall be notified in writing seven and one-half (7½) months prior to the end of their annual contract year if their contract is to be non-renewed. (For example, November 15th shall be the date following a July 1st appointment).

PGY 1 House Staff Officers and any other House Staff Officers (regardless of PGY level) in their first year of residency at the Hospital shall be notified in writing six and one-half (6½) months prior to the end of their annual contract year if their contract is to be non-renewed. (For example, December 15th shall be the date following a July 1st appointment). House Staff Officers with contracts for less than twelve (12 months shall be given notice of non-renewal by the first day after the expiration of one-half (½) of the duration of such contract. Grievances regarding a failure to provide timely notice of non-renewal under this provision shall be subject to the Grievance and Arbitration procedure of this Agreement.

4. No individual waiver by a Housestaff Officer of his/her rights under the collective bargaining agreement shall be effective unless consented to in writing by the CIR.

ARTICLE 18

WORK SCHEDULES

1. No Housestaff Officer shall be required to perform duty in the Hospital more frequently than an average of ten (10) calendar nights in a thirty (30) calendar day period.
2. Any concerns over the Hospital's compliance with Part 405 of the New York State Department of Health regulations shall be referred to a joint committee to identify those concerns and find solutions. The issues regarding Part 405 compliance shall not be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 19

PROFESSIONAL EDUCATION BENEFITS

Effective July 1, 2014, BCHS shall begin contributing 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 July 1, 2017, 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 plan year. This administrative fee has been included in the above monthly and yearly employer contribution rates.

ARTICLE 20

PARKING

The Hospital shall provide an individual and vehicle where available for transportation of Housestaff Officers between Concourse and Fulton and their parking lots. Between 7 A.M. and 7 P.M., transportation between lots and both divisions shall be on a regularly scheduled basis. Between 7 P.M. and 7 A.M., transportation shall be provided upon request within a reasonable period of time, which shall not exceed thirty (30) minutes.

ARTICLE 21

PROHIBITION AGAINST DISCRIMINATION

BCHS shall not discriminate against any Housestaff Officer on account of race, color, creed, citizenship status, gender identity or expression, place of medical education, national origin, sex, military status, age, disability, sexual orientation or marital status.

ARTICLE 22

MISCELLANEOUS

1. BCCHS will make reasonable efforts to provide or compile a list of available personnel to act as translators.
2. BCCHS will provide bulletin board space for use by the CIR.
3. BCCHS shall continue to work toward improving security for BCCHS and parking lot areas.
4. The Hospital will station one security officer in each of its Emergency Rooms.
5. BCCHS will provide Hepatitis B vaccine for residents who want it free of charge.
6. It is understood that one Housestaff Officer who has already served at least one year at BCCHS will continue to be a voting member of the Medical Board as the Housestaff representative, and shall be designated by Housestaff Officers. The Hospital will recommend to the Medical Board that a second Housestaff representative designated by Housestaff be added to the voting membership of the Medical Board.
7. It is understood that the Medical Library will remain open from 9 A.M. to 5 P.M., Monday - Friday and that keys will be made available to Housestaff Officers at a designated location when the Medical Library is not open. Housestaff Officers will have access to "free" photocopying, and 24 hour access to the libraries at Fulton and Concourse.
8. It is understood that all present benefits and privileges (including professional and Hospital courtesy) will be maintained.

9. Sufficient beepers will be made available for all residents while on duty.
10. To maintain good labor relations, both parties agree to establish an ad-hoc labor management committee. The committee will address issues of concern to either side.
11. CIR agrees to meet and discuss the Hospital's implementation of a comprehensive timekeeping/security system to be selected by the Hospital.

ARTICLE 23

NO STRIKE - NO LOCKOUT

1. Neither the Union, nor any of its officers, representatives or agents, nor any Housestaff Officer will directly or indirectly cause, engage or participate in any strike, sympathy strike, work stoppage, slowdown, sick-out, sit-in, demonstration on the Hospital's property, job action or work interruption of any kind or any other interference with the operations of the Hospital (all of which are hereinafter referred to as "strike"). The refusal of any Housestaff Officer to cross any picket line when scheduled to be at the Hospital will also be considered a violation of this Agreement.
2. If a strike occurs, or if any breach of the no-strike pledge has been threatened, the Committee shall notify the Housestaff Officers, in writing, of its disapproval of this action and instruct such Housestaff Officers to cease such action immediately. Copies of such shall be furnished simultaneously to the Hospital.
3. The Hospital may discipline in any manner, up to and including discharge, any or all Housestaff Officers who violate any of the provisions of this Article and such disciplinary action shall be subject to review through the procedure set forth in Articles XVI and XVII of this Agreement.

4. The Hospital shall not lockout Housestaff Officers.

ARTICLE 24

SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by Federal or State statute or local ordinance enacted subsequent to the effective date of this Agreement, such decision, legislative enactment, statute or regulation shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

ARTICLE 25

POLITICAL ACTION COMMITTEE CHECK-OFF

Upon receipt of written authorization from a Housestaff Officer in the form attached hereto, the Hospital shall, pursuant to such authorization, deduct from the wages of said Housestaff Officer once a month the sum specified in said authorization and remit same to a fund established pursuant to applicable law, (the "Fund"), to receive contributions to be used for political purposes.

It is specifically agreed that the Hospital assumes no obligations, financial or otherwise, arising out of the provisions of this Article and the CIR hereby agrees that it will indemnify and hold the Hospital harmless from any claims, actions or proceedings by any Housestaff Officer arising from deductions made by the Hospital hereunder. Once the funds are remitted to the Fund, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the CIR.

ARTICLE 26

PERFORMANCE INCENTIVE PROGRAMS

The parties recognize that they have shared interests in ensuring effectiveness and efficiency in the delivery of patient care and in improving clinical outcomes and patient satisfaction. The parties also recognize the important role that residents play in many of the processes that contribute to these shared interests. The CIR has agreed to partner with the Hospital to actively participate in the coordination of patient care.

The House Staff Quality Council comprised of administration, faculty, residents, and a CIR Representative will reach a consensus on specific area(s) of concentration by department, a work plan, and quantitative results, including financial savings to the Hospital.

Projects will be considered for approval only if they fit within the following categories: Preference Labs and Radiologic Testing, Process and Workflow including Discharge Planning, HEDIS Quality Scores for Managed Care, Improving Patient Satisfaction, and Efficiencies in the Ambulatory EMR, and improved Inpatient Documentation.

If the agreed upon results are achieved, the hospital will contribute an aggregate amount of Three Hundred Thousand (\$300,000) for the term of the CBA. If more than one department is working together to achieve a hospital wide goal, each department will be evaluated on individual results. As part of the \$300,000 incentive monies, CIR and the Hospital will agree on an incentive structure for each project in which project leads receive a higher incentive payout than others for successful projects. The entire department must achieve the agreed upon results in order for the House Staff Officers in that department to qualify for the incentive.

The Hospital will dedicate current staff resources to assist with the achievement of the above-mentioned goals.

ARTICLE 26-A

CIR MULTI-EMPLOYER FUND

The multi-employer joint labor management committee, (known hereafter

as the CIR-Joint Quality Improvement Association, OR JQIA) as provided for under 302(c)(9) of the Labor-Management Relations Act (“LMRA) 29 U.S.C. and 186 (c)(9), would be devoted to jointly developing best practices and methodologies around providing better quality, cost effective healthcare, and, jointly disseminating said practices and methodologies among the resident physician members of CIR and participating hospitals.

Effective January 1st 2017, BCHS shall participate in the JQIA, and will make a contribution of Three Dollar Fifty Cents (\$3.50) per Housestaff Officer per pay period commencing the first full pay period following January 1 2017.

The actual rate of contribution for any participating hospital will be negotiated between participating hospitals and CIR and will reflect their participation or non participation in other Quality Improvement Initiates within this program (incentive bonus, gain sharing and creation of fellowship).

Participating hospitals and the union will each appoint an equal number of representatives to oversee the work of the committee, to help set goals for its work, and to periodically review its activities.

BCHS’s participation in the JQIA will terminate effective at the end of the last day of the last full pay period in 2022.

ARTICLE 27

HOUSING

Upon request, the Hospital will assist newly appointed House Staff Officers in finding housing. The Hospital will also assist House Staff Officers, who are unable to secure housing on their own, by signing leases on their behalf, provided that said House Staff Officers agree to make the rental payments, pursuant to such leases, through payroll deductions. Those House Staff Officers who are living in housing in which the Hospital has the lease will pay the rent through payroll deductions.

ARTICLE 28

PATIENT CARE FUND

1. The Hospital agrees to provide two annual installments (covering the 2020 to 2021, and 2021 to 2022 academic years) of Thirty Thousand Dollars (\$30,000) towards the Patient Care Fund.
2. The House Staff Quality Council, a representative from CIR, and a representative from the Hospital will be responsible for reviewing purchase requests and making recommendations to the Physician-in-Chief. Any BCHS House Staff Officer may make a request to the House Staff Quality Council.
3. The Physician-in-Chief or designee shall have 30 days to approve or reject the House Staff Quality Council recommendations. If the Chief of Medicine or designee rejects House Staff Quality Council recommendations, written notice will be provided to the House Staff Quality Council.
4. Approved items shall be ordered within sixty (60) days of approval. The Hospital will make a reasonable effort to ensure that items are delivered in a timely manner.

ARTICLE 29

CHILD CARE

Effective January 1, 2020 the Hospital shall provide and administer Flexible Spending Account for IRS eligible Dependent Care Expenses for any Housestaff Officer with eligible dependents who wishes to participate. The Hospital will allow HSOs to elect to make voluntary payroll deductions up to the allowable IRS maximum for said account. Contact Human Resources, Benefit department for further details and application.

ARTICLE 30

RENEWAL OF CONTRACT

This Agreement shall be in full force and effect for 36 months from January 1, 2020 through December 31, 2022, and shall continue in effect and be automatically renewed from year to year thereafter unless either party gives written notice to the other at least ninety (90) prior to December 31, 2022 of its desire to modify this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized representatives as of:

Agreed By:

Committee of Interns and Residents/SEIU Healthcare

By: 

Date: 11/24/2020

Margot Riphagen, Executive Director

BronxCare Hospital Center

By: 

Date: 1/29/2020

Selena Griffin-Mahon, Assistant Vice President Human Resources



Committee of Interns & Residents/SEIU

National Office

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