Collective Bargaining Agreement

Between

NYC H+H

and the

Committee of Interns and Residents/SEIU

February 26, 2018–December 15, 2021

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, 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 NYC H+H 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!

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2018-2021 INTERNS AND RESIDENTS AGREEMENT
TABLE OF CONTENTS

ARTICLE I - RECOGNITION....3
ARTICLE II - COMMITTEE SECURITY, DUES AND PAC CHECKOFF....4
ARTICLE III - PRODUCTIVITY AND PERFORMANCE....5
ARTICLE IV - WAGES....5
ARTICLE V - VACATIONS AND LEAVE TIME....8
ARTICLE VI - INDIVIDUAL CONTRACTS....10
ARTICLE VII - WORK SCHEDULES....11
ARTICLE VIII - PATIENT CARE TRUST FUND....14
ARTICLE IX – CHILD CARE FUND....15
ARTICLE X – COMBINED REIMBURSEMENT FUND....16
ARTICLE XI - CIR HOUSE STAFF BENEFITS PLAN....16
ARTICLE XII- HEALTH AND HOSPITAL BENEFITS....16
ARTICLE XIII - ON-CALL ROOMS....17
ARTICLE XIV - MEDICAL BOARD REPRESENTATION....18
ARTICLE XV - MALPRACTICE INSURANCE....18
ARTICLE XVI - GRIEVANCE PROCEDURES....19
ARTICLE XVII - DISCIPLINARY ACTION....22
ARTICLE XVIII - PROHIBITION AGAINST DISCRIMINATION....24
ARTICLE XIX – LOUNGES....24
ARTICLE XX - NO STRIKES....24
ARTICLE XXI – MISCELLANEOUS....25
Section 1. Interest Payments....25
Section 2. Translators....25
Section 3. Bulletin Boards....25
Section 4. Rotations....25
Section 5. Access to Files....25
Section 6. Personal Security....25
Section 7. Uniforms....26
Section 8. Payroll Lag....26
Section 9. Depository Checks....26
Section 10. Orientations....26
Section 11. House Staff Information....27
Section 12. Computer Tapes....27
Section 13. Prescription Medication....27
Section 14. Health & Safety Committees....27
Section 15. Meals....27
Section 16. Health Care Flexible Spending Account....28
Section 17. New Resident Differential....28
Section 18. Required Courses and Exams....28
Section 19. House Staff Appreciation Day....29
Section 20. Direct Deposit....29

ARTICLE XXII - COMMITTEE ACTIVITY....29
ARTICLE XXIII - RESIDENT WELL-BEING....30
ARTICLE XXIV – BEEPERS....30
ARTICLE XXV- MOTOR VEHICLE IDENTIFICATION....31
ARTICLE XXVI - SAVING CLAUSE....31
ARTICLE XXVII - FINANCIAL EMERGENCY ACT....31
ARTICLE XXVIII - ATTACHMENTS....31
ARTICLE XXIX - TERMINATION AND RENEWAL....31

SIDE LETTERS

A.	MLC Side Letter - May 5, 2014 Agreement	Exhibit A
B.	MLC Side Letter – June 28, 2018 Agreement	Exhibit B
C.	Paid Family Leave	Exhibit C
D.	Holiday Pay Pilot Program	Exhibit D
E.	Affirmative Action Committee	Exhibit E
F.	Protected Academic Time	Exhibit F
G.	Personal Security Committee	Exhibit G
H.	Chart Committee	Exhibit H
I.	Labor/Management Committees	Exhibit I
J.	Hepatitis B Vaccine	Exhibit J
K.	Day Care	Exhibit K

2018-2021 INTERNS AND RESIDENTS AGREEMENT

AGREEMENT entered into this 7th day of May, 2020, by and between the City of New York and the New York City Health and Hospitals Corporation d/b/a NYC Health + Hospitals (hereinafter referred to as "NYC H+H") (hereinafter referred to jointly as the "Employer") and the Committee of Interns and Residents of New York City (the "Committee"), for the period from February 26, 2018 through December 15, 2021.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - RECOGNITION

Section 1.

The City recognizes the Committee as the sole collective bargaining representative for employees (hereinafter collectively referred to as "House Staff Officers" or "HSOs") of the City in the following titles, if any, or replacement titles, and NYC H+H recognizes the Committee as the sole collective bargaining representative for House Staff Officers of NYC H+H in the following titles or replacement titles provided such House Staff Officers are paid directly by the City or NYC H+H, whichever the employer may be, and not through an intermediary:

Title Code	Title	Title Code	Title
53005	Intern	963710	Dental Resident PGY 1
53008	Resident	963720	Dental Resident PGY 2
963610	Resident PGY 1	963730	Dental Resident PGY 3
963620	Resident PGY 2	963740	Dental Resident PGY 4
963630	Resident PGY 3	963750	Dental Resident PGY 5
963640	Resident PGY 4	963760	Dental Resident PGY 6
963650	Resident PGY 5	53205	Junior Psychiatrist
963660	Resident PGY 6	963830	Jr. Psychiatrist PGY 3
963670	Resident PGY 7	963840	Jr. Psychiatrist PGY 4
963680	Resident PGY 8	963850	Jr. Psychiatrist PGY 5
50206	Dental Intern	963860	Jr. Psychiatrist PGY 6
50211	Dental Resident	963870	Jr. Psychiatrist PGY 7

Section 2.

The terms "employee," "employees," "House Staff Officer" and "HSO" as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

Section 3.

It is not the intention of NYC H+H to utilize volunteers at any NYC H+H Hospital to undermine the rights of HSOs covered by this Agreement.

ARTICLE II - COMMITTEE SECURITY, DUES AND PAC CHECKOFF

Section 1.

The City agrees that all HSOs employed by the City, if any, and NYC H+H agrees that all HSOs employed by NYC H+H are eligible to become and remain members of the Committee of Interns and Residents.

Section 2.

The City agrees and NYC H+H agrees that they will exercise their best efforts to see that such HSOs suffer no discrimination or reprisals at City health facilities or NYC H+H health facilities, respectively, by reason of their membership in or legitimate activities on behalf of the Committee.

Section 3.

a. The Committee shall have the exclusive right to the check-off and transmittal of dues on behalf of each HSO in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Check-off of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees.", to the extent permitted by law.

b. Any HSO may consent in writing to the authorization of the deduction of dues from the HSO's wages and to the designation of the Committee as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the HSO.

Section 4.

a. The Employer shall commence deduction of dues as soon as practicable, but in no case later than thirty (30) days after receiving proof of a signed dues check off authorization card.

b. The employer shall accept signed dues check off authorization cards, signed by means of written and/or electronic signatures. The right to membership dues shall remain in effect until the (1) HSO is no longer employed in a title represented by CIR or (2) the HSO revokes such dues check off authorization pursuant to and in accordance with the terms of the dues check off authorization card.

Section 5.

Five (5) differing amounts of dues deductions will be made available to the Committee. Dues and fees shall be deductible on the basis of percentage of salary, as designated by the Committee, to the extent feasible.

Section 6.

a. CIR, upon its election to participate in a separate segregated fund established pursuant to applicable law, including Title 2 USC, Section 441b, to receive contributions to be used for the support of candidates for federal office, shall have the exclusive right in conformance with applicable law to the check-off for such political purposes in a manner as described in a supplemental agreement to be incorporated by reference into the Agreement.

b. Any eligible HSO covered by this Agreement may voluntarily authorize in writing the deduction of such contributions from said HSO's wages for such purposes in authorization form acceptable to NYC H+H which bears the HSO's signature.

c. A copy of the Summary Annual Report to the Federal Election Commission ("FEC") of any fund established pursuant to this Section shall be submitted to the Comptroller of the City of New York and the Office of Labor Relations at the time of its submission to the FEC.

ARTICLE III - PRODUCTIVITY AND PERFORMANCE

Section 1. Performance Levels

Delivery of medical services in the most efficient and effective manner and the provision of an effective training program for HSOs are of paramount importance to the City and NYC H+H. Such achievement is recognized to be a mutual obligation of all parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to the following:

The Committee recognizes the City's right and NYC H+H's right under the New York City Collective Bargaining Law to establish and/or revise medical performance standards or norms notwithstanding the existence of prior medical levels, norms or standards consistent with accepted medical and training program practices and requirements. Such standards may be used to determine acceptable performance levels and to measure the performance of each HSO.

Section 2. - Performance Compensation

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance.

The Employer agrees to notify the Union of its intent to pay such additional compensation.

ARTICLE IV - WAGES

Section 1. Retroactive Lump Sum payment

The parties agree that in lieu of any retroactive wage payments to current and former Residents for the period February 25, 2018 through March 26, 2020, Residents who are in active service as of March 26, 2020 shall instead receive the following:

a. Effective March 26, 2020, a one-time lump sum payment of one-thousand five hundred ($1,500) dollars will be paid to each active Resident hired on or about July 1, 2019 as part of the 2019 New Resident class. The parties estimate this number to be approximately 923 Residents.

b. Effective March 26, 2020, a one-time lump sum payment of four-thousand ($4,000) dollars will be paid to each remaining active Resident who was **not** part of the 2019 New Resident class. The parties estimate this number to be approximately 1,380 Residents.

c. The retroactive lump sum payments shall not become part of the Employee's basic salary rate nor be added to the Employee's base salary for the calculation of any salary based benefits including calculation of future collective bargaining increases.

d. All retroactive lump sum payments to individual HSO's will be subject to all legally required deductions and withholdings.

e. The prospective payment of all the general wage increases set forth in section 6 below shall all be effective on March 26, 2020 and shall be payable as soon as practicable after the effective date.

f. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of this Section of the collective bargaining agreement. Such case-by-case interpretations shall not be subject to dispute resolution procedures as per past practice of the parties.

Section 2.

The appointment of an HSO shall be based on the HSO's appropriate Post Graduate Year (hereinafter "PGY") which shall be determined as follows:

a. An HSO who has not completed at least one year of service in an accredited training program shall be placed at the PGY-1 level.

b. An HSO who has completed one or more years of service in an accredited training program shall be placed at the PGY level which equals the number of such years of service plus one (e.g., an HSO who has completed two years of service in such a training program shall be placed at PGY-3). An HSO required to spend a prerequisite period of service in an accredited training program in a specialty other than that in which the HSO is serving shall be classified on the basis of cumulative years of such service, provided, however, that in the event an HSO changes the HSO's specialty, the HSO shall receive a maximum credit of two years for prior service in such other accredited training program.

c. When some or all of the prior service of an HSO has been in a non-accredited training program, the HSO shall, at a minimum, be classified at the PGY level appropriate to the years of service the HSO has completed in an accredited training program. Additional credit, if any, for non-accredited training programs to be granted in establishing the appropriate PGY level for an HSO shall be determined by the HSO and the HSO's Chief at the time of appointment. If after such determination a Specialty Board should grant increased standing or credit, then an appropriate adjustment shall be made in the PGY level retroactive to the appointment date preceding notice of such adjustment. Any determination made pursuant

hereto shall be deemed an appropriate subject for a grievance and relief in the event that the HSO is actively assigned to perform duties at a PGY level higher than that in which the HSO has been classified pursuant to a determination made as hereinbefore provided.

d. For purposes of determining an HSOs appropriate PGY level, an "accredited training program" is defined as a training program accredited by the Accreditation Council for Graduate Medical Education ("ACGME"), the American Dental Association ("ADA"), the American Podiatric Medical Association ("APMA"), the American Osteopathic Association ("AOA"), or the Royal College of Physicians and Surgeons of Canada ("RCPSC").

Section 3.

An HSO converted to a PGY level pursuant to Section 2 hereof shall, if hereinafter reappointed, be deemed to have served the number of years in a training program approved by the ACGME, ADA, APMA, AOA, or RCPSC applicable to the PGY level to which the HSO has been converted and equated pursuant to Section 2 hereof.

Section 4.

An HSO who, during the term of this Agreement, successfully completes the HSO's service for a year and is reappointed to serve for an additional year shall be advanced to the next higher PGY.

Section 5.

A year of service in a training program shall mean a year of service in a training program which shall have been certified as having been completed by the appropriate Hospital authority.

Section 6.

a. Effective as of the dates hereafter indicated, the following pay levels shall be established:

PGY LEVELS	2/26/18	3/26/20
PGY-1	$61,669	$66,247
PGY-2	$64,221	$68,989
PGY-3	$69,323	$74,469
PGY-4	$71,724	$77,049
PGY-5	$73,826	$79,307
PGY-6	$75,777	$81,403
PGY-7	$79,678	$85,593
PGY-8	$81,343	$87,382

b. In those instances where housing is provided by NYC H+H to HSOs, the annual pay rates indicated above shall be reduced by the following amounts:

2/26/18	3/26/20
$4,064	$4,365

Section 7.

Part-time per annum, per session, hourly paid, and per diem employees and employees whose normal work year is less than a full calendar year shall receive a rate provided in Section 6 prorated on the basis of computations heretofore utilized by the parties for all such employees.

Section 8.

a. Each Chief Resident shall receive the following annual amounts prorated for the period of service as Chief Resident:

2/26/18	3/26/20
$4,396	$4,722

b. The Chief Resident differential shall be paid only when authorized in writing by the Chief of Service or, when for a period of two or more calendar months, a House Staff Officer substantially performs the duties of a Chief Resident with the knowledge and consent of the Chief of Service.

Section 9.

Effective July 1, 2009, new PGY 1 Psychiatry residents will be paid as PGY 1. First, second and third year residents in Psychiatry who, prior to July 1, 2009, were receiving pay at the rates of second, third, and fourth year residents, respectively, shall continue to receive such compensation as set forth in the prior agreement between the parties, during their service at a NYC H+H Hospital.

Section 10.

In the event of an erroneous overpayment to an HSO of an amount exceeding 25% of the HSO's regular gross pay, the City and NYC H+H will not make wage deductions for recoupment purposes in amounts greater than 25% of the HSO's regular gross pay, except if the amount of the overpayment exceeds $1,000. In cases where the overpayment exceeds $1,000, deductions may be made in larger installments at the discretion of the Agency Head. Any recoupment shall be limited to the period up to six years prior to the commencement of such proceedings for recoupment.

ARTICLE V - VACATIONS AND LEAVE TIME

Section 1.

a. The vacation for all HSOs shall be four weeks per annum (July 1 through June 30). The Hospitals will make a reasonable effort not to assign House Staff Officers on-call duty (including beeper calls) or to make rounds on shifts immediately prior to or immediately after the start of an officer's scheduled vacation.

Section 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 per HSO, at the discretion of the HSO's Chief of Service, and pay for lost vacation shall be granted.

Section 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.

Section 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 residence, where full House Staff coverage in the given service cannot, in the discretion of the appropriate Chief of Service, be obtained.

Section 5.

Medical disability due to pregnancy or childbirth shall be considered as sick leave.

Section 6.

An HSO shall be paid at the HSO's regular pay for three (3) working days' absence in the event of the death of the HSO's parent, spouse, child, brother, sister, or grandparent. Such three days must be taken consecutively within a reasonable time of the day of the death or day of the funeral and may not be split or postponed. Bereavement leave shall be granted for the death of a "domestic partner" pursuant to the terms set forth in Executive Order No. 48, dated January 7, 1993. With the prior approval of a Program Director, an HSO can use other paid leave time for additional time needed.

Section 7.

Time off with pay for specialty exams, licensure exams, and any other exams required by a program will not be unreasonably denied.

Section 8.

a. Eligibility for non-chargeable education leave shall be as per NYC H+H policy (June 26, 1997, Memorandum, "Non-chargeable Education Leave").

b. Effective July 1, 1989, reimbursement for conference expenses was assumed by the CIR House Staff Benefits Plan and any obligation for future funding of such expenses by the City or NYC H+H ceased.

Section 9. Personal Well-being Days

See Article XXIII section (2).

ARTICLE VI - INDIVIDUAL CONTRACTS

Section 1.

a. Each HSO shall, prior to the HSO's employment in any Hospital of NYC H+H, receive a written contract not inconsistent with any of the provisions herein, which shall set forth the Hospital and NYC H+H commitments to such HSO in the following areas: (a) maintenance of electives, (b) rotational schedule, and (c) PGY level and wages appropriate to the PGY level. The HSO's Chief of Service shall make best efforts to notify the HSO, in writing, at least seven (7) days prior to a new rotation.

b. In the event of a conflict between the terms of an individual written contract of HSOs who commence employment on or after July 1, 1983, and the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 2.

The form of individual contract presently used by NYC H+H shall be furnished to the Committee and, if changed, a copy of any such change will be furnished to the Committee prior to its use.

Section 3.

HSOs who have July 1st appointments will be notified in writing by November 15th (December 15th at PGY-1) and HSOs with any other appointment date will be notified in writing within four and one-half (4 1/2) months thereafter (5 1/2 months at PGY- 1), if their services are not to be renewed for the next year of a given residency program. Earlier notice, if possible, will be given to such House Staff Officers.

Section 4.

No individual waiver by an HSO of the HSO's rights or those of the Committee under the collective bargaining agreement shall be effective unless consented to in writing by the Committee.

Section 5.

a. NYC H+H will notify each HSO affected and the Committee:

   i. Within thirty (30) days of a decision to discontinue any training program for any reason.

   ii. Immediately upon receipt from the ACGME, ADA, APMA, AOA, or the RCPSC of notification regarding non-accreditation or probation or similar change in the professional status of any training program.

b. In the event of a decision to discontinue a training program, NYC H+H's obligation with regard to each HSO affected shall be to assign such HSO, with concurrence of the Affiliate, which concurrence shall not be unreasonably withheld, to an approved program at another NYC H+H Hospital, or where appropriate, NYC H+H shall make other necessary arrangements to settle the employment contract and training program obligations.

ARTICLE VII - WORK SCHEDULES

Section 1.

The parties recognize the undesirability of excessive work hours for HSOs inconsistent with optimum patient care and high standards of training and will make every effort to resolve problems in furtherance of these principles. Subject to budgetary limitations and procedures for establishing budgets, House Staff work schedules shall be consistent with optimum patient care, high standards of training, specialty board requirements and limitations, and the health and well-being of HSOs, including their reasonable social needs and need for adequate rest. A grievance, which shall consist of a dispute concerning the application or interpretation of Sections 1 and 2 of this Article, shall be processed in accordance with the following procedure:

Step I. The Employee and/or the Committee shall present the grievance in the form of a memorandum to the Executive Director not later than ninety (90) days after the date on which the grievance arose. The Employee may also request an appointment to discuss the grievance. The Executive Director shall take any steps necessary for a proper disposition of the grievance and shall reply in writing by the end of the tenth (10th) work day following the date of submission.

Step II. An appeal from an unsatisfactory determination at Step I shall be presented in writing to NYC H+H Director of Labor Relations. The appeal must be made within thirty (30) days of the receipt of the Step I determination. NYC H+H Director of Labor Relations, or the Director's designated representative, may meet with the Employee and/or the Committee for review of the grievance and, in any event, shall issue a written reply by the end of the tenth (10th) working day following the date on which the appeal was filed.

Step III. An appeal from an unsatisfactory determination at Step II shall be presented in writing within thirty (30) days to a panel consisting of one Committee representative, one physician and/or dentist selected by NYC H+H, and the Vice President responsible for medical affairs (or the equivalent officer or successor or his/her designee) as chairperson for such disposition as is appropriate. This panel shall render its decision by a majority vote within ten (10) days after completion of the appeal process, and such decision shall be final and binding.

Section 2.

Wherever practicable, changes in a work schedule during an HSO's contract term shall be the subject of reasonable prior notice to the affected HSO. If such notice does not provide sufficient time to process a grievance through Steps II and III of Section 1 hereof, the Committee shall be entitled to proceed directly from Step I to Step III, Section 1, hereof.

Section 3.

a. No HSO shall be required to perform duty in the hospital more frequently than an average of ten (10) calendar nights within a thirty (30)-day calendar period.

b. Subject to the applicable provisions of Article V, Sections 2 and 3, an HSO who uses the leave time provided for in Article V will not be required to make up on-call duty that the HSO would have otherwise worked during the period of said leave.

c. Any grievance arising under this Section 3 shall be presented in accordance with the procedure noted in Article XVI, Grievances, Sections 2 through 10 inclusive.

Section 4.

a. HSOs performing on-call duty in addition to their anticipated normal on-call schedule shall, subject to subsection 4(k) below, be compensated for each additional on-call duty at the rates indicated below. This provision includes HSOs listed on the "jeopardy" or "sick call" schedule:

	2/26/18
Week Night	$418
Weekend/Holiday	$558

b. HSOs performing on-call duty in addition to their normal day's work, usually in coordination with a night float system, where a HSO is not scheduled to work overnight ("Short Call") shall, subject to subsection 4(k) below, be compensated for each additional Short Call duty at the rate indicated below:

2/26/18
$210

c. In arranging on-call duty coverage for a sick or disabled House Staff Officer, preference shall be given to House Staff Officers within the department who agree to accept such additional on-call duty. Thereafter, insofar as is practical, preference shall be given to any other approved HSO within the facility who applies, prior to any involuntary assignment of additional on-call duty. Program Administrators or scheduling chiefs shall make reasonable efforts not to reassign a House Staff Officer from a rotation or an elective for additional on-call duty. If a House Staff Officer on a rotation or an elective must be reassigned from his/her rotation or elective for additional on-call duty, he/she shall be paid at the rates indicated above.

d. Effective February 26, 2018, the payments provided in subsections 4(a) and 4(b) shall be made for all additional on-calls performed as coverage for a House Staff Officer absent due to illness or disability or personal/well-being day. An absent House Staff Officer shall not be required to make up on-call duty that the HSO would otherwise have worked during said illness or disability. Coverage for single absences due to illness or disability shall not be paid where it is practical to require the absent House Staff Officer to serve on-call in the same rotation in place of the House Staff Officer who provided coverage. Payment for additional on-call duty performed because of the absence of a HSO due to bereavement leave shall be permitted.

Effective March 26, 2020 the payments provided in subsections 4(a) and 4(b) shall be made for all additional on-calls performed as coverage for a House Staff Officer absent due to illness or disability or personal/well-being day. An absent House Staff Officer shall not be required to make up on-call duty that the HSO would otherwise have worked during said illness or disability. Coverage for single absences due to illness or disability shall not be paid

where it is practical to require the absent House Staff Officer to serve on-call in the same rotation in place of the House Staff Officer who provided coverage. Payment for additional on-call duty performed because of the absence of a HSO due to bereavement leave shall be permitted.

e. Daytime coverage for a temporarily sick or disabled House Staff Officer shall be shared by the remaining House Staff Officers where such additional duties do not violate Article VII, Section 1.

f. Nothing in subsections 4(a) through 4(e) above shall be construed to permit the performance of on-call duty in violation of Article VII, Section 3, above or determine the remedies thereunder.

g. When House Staff Officers voluntarily exchange on-call assignments for their mutual benefit, such on-call duties shall not be considered additional on-call duty and provisions for additional compensation in this Article shall not apply.

h. The provisions of subsection 4(d) above are not intended to alter the responsibilities and obligations of appropriate hospital authorities with regard to certification of completion by House Staff Officers of specialty board requirements.

i. The provision for payment in subsections 4(a) and 4(b) above shall be funded by NYC H+H in the annual amounts below, to be apportioned equitably among the NYC H+H facilities employing HSOs covered by this Agreement.

2/26/18
$379,474

Effective 2/26/18 the annual rates for funding as stated above is in accordance with Article XXI, Section 15 of this agreement.

j. NYC H+H shall provide the Committee with monthly reports of expenditures at each facility, identifying each HSO receiving payment by name, department, and Social Security number. The report shall name the HSO for whom coverage was provided and the date(s) of such coverage. Should it appear that any facility may exhaust its prorated share during any July 1 - June 30 period, NYC H+H will meet with the Committee so that the parties may consider such measures as may be mutually acceptable to continue the program at the institution. Funds remaining at the end of any July 1-June 30 period shall be carried forward to the succeeding year or, at the option of CIR, transferred to the Patient Care Trust Fund, or applied in such other manner as the parties may agree upon.

k. NYC H+H shall not be required to compensate HSO's in the manner set forth in subsections 4(a), (b), and (c) above if the fund established for the provision of said compensation (the "On Call Pool") is exhausted. If the usage of the On Call Pool exceeds $290,000 in any six month period, or $480,000 in a calendar year, NYC H+H and CIR will meet to discuss what measures, if any, should be taken.

Section 5.

a. Moonlighting shall be prohibited during the HSO's first post-graduate year (PGY-1).

b. During PGY-2 and thereafter, moonlighting shall be permitted if it does not impinge on or interfere with the HSO's performance of the HSO's required duties at the hospital or with the HSO's educational obligations.

c. If, in the opinion of a Chief of Service, moonlighting has impinged on or interfered with an HSO's primary obligations, the Chief of Service may demand that the moonlighting cease.

d. An HSO and/or the Committee may appeal through the grievance procedure a Chief of Service's demand that the HSO cease moonlighting.

Section 6.

a. Effective May 31, 2013, a residency training program operating within an NYC H+H facility may create a "Critical Care Coverage" elective in the program by which Residents work additional hours to cover the staffing needs of the hospital outside of their scheduled shifts, within the allowable work hours regulations set forth by the ACGME, ADA, APMA, AOA, or RCPSC as applicable.

b. Additional work hours shall be prohibited during the HSO's first post-graduate year (PGY-1).

c. During PGY-2 and thereafter, working additional hours as an elective of their training program shall be permitted if it does not impinge on or interfere with the HSO's performance of the HSO's required duties at the hospital or with the HSO's educational obligations.

d. If in the opinion of the Chief of Service, working additional hours as impinged on or interfered with an HSO's primary obligations, the Chief of Service may demand that the additional hours cease. The decision to cease additional hours is final and shall not be reviewable in any forum.

e. House Staff Officers that meet the above criteria shall be compensated at the Elective Critical Care Coverage rate of $418 for coverage on a weekday or $558 for coverage on a weekend or holiday. This rate shall not be increased without the express consent of the parties.

ARTICLE VIII - PATIENT CARE TRUST FUND

a. Effective each April 1st and October 1st, NYC H+H shall transfer a sum equivalent to 0.15 percent (fifteen one-hundredths of one percent) of the Gross Annual Payroll for HSOs to the Patient Care Trust Fund (PCTF). For purposes of this provision, the Gross Annual Payroll shall be calculated by using NYC H+H's payroll for the applicable payday immediately preceding the aforementioned effective dates.

b. Effective April 26, 2017, and continuing thereafter, in accordance with Article VIII, Section a, of this Agreement, an additional 0.06 percent of the gross annual payroll shall be paid into the PCTF.

c. The said sums shall deposited into the PCTF shall be applied toward the improvement of patient care for the people of New York City by 1) purchasing or assisting in the purchase of equipment and/or supplies to be used in municipal NYC H+H hospitals and related NYC H+H medical facilities for the improvement of patient care; 2) supporting programs to train and educate NYC H+H health professionals, who care for the people of New York City; 3) supporting programs and research related to improved health and better patient care for the people of New York City; and/or 4) supporting programs and initiatives aligned with the mission of NYC H+H. This shall not create any obligation on the part of the City or NYC H+H to provide additional contributions or payments of any kind.

d. Prior to the purchase of any equipment or the funding of any programs or research, the PCTF shall present its proposal(s) for the funding of programs or research or for the purchase of equipment or supplies to the President of NYC H+H or his/her designee for approval. The CIR and the PCTF shall make best efforts to invite the NYC H+H President or his/her designee to participate in discussions regarding any proposals that would require more than [$100,000] of PCTF funds. Should the President or his/her designee accept an offer to purchase equipment, NYC H+H shall locate and use the equipment in accordance with the terms of the offer, and the equipment shall become the property and sole responsibility of NYC H+H.

e. If the President or his/her designee rejects a proposal to fund a program or research, or a proposed purchase, the President or his/her designee shall state in writing the reasons within thirty (30) days of the receipt of the proposal. If the President or his/her designee rejects the proposal, the PCTF shall submit alternative proposal(s) to the President or his/her designee. The decision of the President or his/her designee is final and the foregoing provision is not subject to the grievance and arbitration provisions of the Agreement. It is understood that there is no continuing obligation for the City or NYC H+H to make any additional such payment during the term of this Agreement.

ARTICLE IX – CHILD CARE FUND

Section 1.

Effective October 27, 2017, and continuing thereafter, pursuant to the provisions of a separate agreement between the City of New York, NYC H+H, and CIR, 0.52 percent of the gross payroll annually shall be paid into the HSBP for the provision of childcare benefits for covered employees. Payments shall be calculated on a quarterly basis and paid within 60 days of the end of each quarter.

Effective December 26, 2019, the above Child Care Fund contribution shall be increased by an additional 0.354% of gross annual payroll, for a new total contribution amount of 0.874% of the gross annual payroll.

In addition, effective March 26, 2020, NYC H+H shall pay a one-million ($1,000,000) one-time lump sum payment in the above CIR Childcare Fund.

ARTICLE X – COMBINED REIMBURSEMENT FUND

a. A Combined Reimbursement Fund is to be established for the reimbursement of employment related expenses as may be jointly approved by the parties. The Fund shall be administered by trustees appointed by CIR subject to the terms of a signed separate supplemental agreement.

b. Effective each April and October, NYC H+H shall remit to the Combined Reimbursement Fund a contribution equivalent to 0.775 percent of the annualized base payroll for HSOs based upon NYC H+H's the first payroll in the month such payment is due. Such contributions shall be contingent upon and subject to the terms of the signed separate supplemental agreement.

ARTICLE XI - CIR HOUSE STAFF BENEFITS PLAN

a. This Agreement incorporates the terms of the May 5, 2014 and June 28, 2018 Letter Agreements regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, as appended to this agreement.

b. Effective November 8, 2006, the contribution paid on behalf of each full-time per annum HSO to the CIR House Staff Benefits Plan shall be $1,640 per annum. Effective March 26, 2018, that amount shall be increased to $1,740 per annum.

c. Contributions remitted to the CIR House Staff Benefits Plan (hereinafter "HSBP") pursuant to this Article XI are contingent upon and subject to the terms set forth in a signed separate trusted fund agreement between the City, NYC H+H and the Committee.

d. The Committee agrees to provide welfare fund benefits to domestic partners of covered HSOs in the same manner as those benefits are provided to spouses of married covered HSOs.

ARTICLE XII- HEALTH AND HOSPITAL BENEFITS

Section 1.

The parties agree that the following provisions from the 1993 Municipal Memorandum of Economic Agreement shall remain in full force and effect, except as otherwise modified by provisions of the 2000 DC37 Memorandum of Economic Agreement and the Appendices.

Section 2.

Effective April 1, 1995 and thereafter, the Employer's cost for each contract for each Employee and for each retiree (under age 65) shall be equalized at the community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or

family, (*e.g.* the payment for GHI-CBP/Blue Cross family coverage shall be equal to the payment for HIP/HMO family coverage).

Section 3.

The Employers shall continue to contribute on a City employee benefits program-wide basis the additional annual amount of $35 million to maintain the health insurance stabilization reserve fund created in Section 7 of the 1984-87 Municipal Coalition Economic Agreement. Said funds shall be paid in two installments of seventeen million, five hundred thousand in January and July of each year.

Section 4.

Pursuant to paragraph 7 of the Health Benefits Agreement dated January 11, 2001, notwithstanding the above, in each of the fiscal years 2001 and 2002, the City shall not make the annual $35 million contribution to the health insurance Stabilization Fund.

Section 5.

In the event that there is a citywide or program-wide health insurance package which exceeds the cost of the equalization and stabilization fund described above, the parties may negotiate a reconfiguration of this package which in no event will provide for costs in excess of the total costs of the 2000 DC 37 Memorandum of Economic Agreement as set forth therein. However, it is understood that CIR will not be treated any better or any worse than any other Union participating in the citywide or program-wide Health Program with regard to increased health insurance costs.

ARTICLE XIII - ON-CALL ROOMS

Section 1.

a. On-call rooms shall be regularly cleaned and shall have functioning locks with keys available to House Staff Officers. Bathrooms and showers in on-call areas shall be regularly cleaned and properly supplied. Clean linens and towels will be supplied on a regular basis. NYC H+H will take reasonable steps to provide shower facilities accessible to on-call rooms, where feasible, provided that such shower facilities can be provided without new construction or structural renovation or significant costs.

b. The number and location of existing on-call rooms shall not be reduced or changed without at least thirty (30) days' notice to CIR and the opportunity to discuss planned changes with the administration.

Section 2.

The sole remedy for alleged violations of this Article shall be a grievance pursuant to Article XVI of this Agreement.

Section 3.

In construing Section 1 of this Article, an arbitrator shall initially have the power only to decide whether the subject facilities meet the standards of Section 1 of this Article but may not affirmatively direct how NYC H+H should comply with Section 1. If the arbitrator determines that NYC H+H is in violation of Section 1, NYC H+H shall take appropriate steps to remedy the violation. If, in the

opinion of the Committee, NYC H+H does not achieve compliance within a reasonable period of time, the Committee may reassert its claim to the arbitrator. Upon such second submission, if the arbitrator finds that NYC H+H has had a reasonable time to comply with the terms of Section 1 and has failed to do so, then, and only then, the arbitrator may order NYC H+H to follow a particular course of action which will effectuate compliance with the terms of Section 1. However, such remedy shall not exceed appropriations available in the current budget allocation for the involved facility for such purposes.

ARTICLE XIV - MEDICAL BOARD REPRESENTATION

Section 1.

Each NYC H+H Hospital Medical Board shall include in its regular voting membership two representatives of the House Staff of such Hospital, one of whom shall be the President of the House Staff, the other to be chosen by vote of the House Staff. The President of the House Staff shall also serve as a voting member of the Executive committee of the Medical Board.

Section 2.

Each NYC H+H Hospital Medical Board shall establish a Committee designated as the House Staff Affairs Committee or similar title, the primary concern of which shall be medical education, internship and residency programs, and medical policy matters directly affecting HSOs.

Section 3.

The House Staff Affairs Committee is intended to be a working committee of the Medical Board and shall meet regularly. It shall consist of not more than 10 nor less than 7 voting members. In the event that the House Staff Affairs Committee shall consist of 7-8 voting members, no fewer than 3 shall be HSOs elected by the House Staff. In the event that the House Staff Affairs Committee shall consist of 9-10 voting members, no fewer than 4 shall be HSOs elected by the House Staff. The HSOs serving on the Medical Board shall, *ex officio*, also serve on the House Staff Affairs Committee as nonvoting members thereof if not otherwise elected thereto pursuant to Section 3 hereof.

Section 4.

The Secretary to the Medical Board shall forward to the Committee of Interns and Residents the names of the Medical Board members comprising the House Staff Affairs Committee within five days succeeding its establishment.

Section 5.

Each NYC H+H Hospital will notify the Committee of the date of inspection by JCAHO and will make available to the Committee representative or representatives on the Medical Board the JCAHO report that is presented to the Medical Board.

ARTICLE XV - MALPRACTICE INSURANCE

Section 1.

The City shall be liable for and save harmless each HSO covered hereunder for any claim for damages and/or personal injuries alleged to have been sustained by a claimant as a result of any

action or omission occurring in the performance of the HSO's duties and within the scope of his or her employment.

Section 2.

The foregoing is conditioned upon each of the following:

a. NYC H+H's HSOs shall promptly forward to NYC H+H all summonses or notices of whatsoever nature pertaining to claims received or served upon them or each of them.

b. NYC H+H's HSOs shall cooperate fully in aiding the City to investigate, adjust, settle, or defend each claim, action, or proceeding.

c. The defense of all claims, actions, and proceedings within the purview of this Article shall be conducted by the City. NYC H+H Counsel of the City shall appear and defend such actions and proceedings on behalf of the HSOs.

d. No settlement shall be made without the approval of the City, including the Comptroller, and in accordance with procedures previously employed to settle actions involving municipal employees.

e. In the event of any appeal from a judgment against NYC H+H's HSOs, the City will promptly satisfy the judgment or stay the execution thereof by filing the appropriate bonds or instruments so that execution shall not issue against the HSOs.

ARTICLE XVI - GRIEVANCE PROCEDURES

Section 1.

The term "grievance" shall mean:

a. A dispute concerning the application or interpretation of the terms of this collective bargaining agreement;

b. A claimed violation, misinterpretation, or misapplication of the rules or regulations, authorized existing policy, or orders of NYC H+H affecting the terms and conditions of employment;

c. A claimed regular or recurrent assignment of HSOs to duties substantially different from those stated in their job specifications;

d. A question regarding the non-renewal of the appointment of an HSO.

e. The provisions of this Article XVI shall not apply to a grievance under Article VII, Sections 1 and 2.

Section 2.

Step I The Employee and/or the Committee shall present the grievance in writing to the Chief of Service or to the Executive Director or the Director's designee no later than ninety (90) days after the date on which the grievance arose, and in grievances brought under Section 1 (D) the grievance shall be presented no later than ninety (90) days after the date on which written notice of

non-renewal is received. The individual to whom the grievance was presented shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the tenth (10th) work day following the date of submission, except for grievances brought under Section 1 (D), where the reply shall be in writing by the end of the fifth (5th) working day following the date of submission.

For all grievances as defined in Section 1(c), no monetary award shall in any event cover any period prior to the date of the filing of the Step I grievance unless such grievance has been filed within thirty (30) days of the assignment to the alleged out-of-title work.

Step II(a) An appeal from an unsatisfactory determination at Step I, except for an appeal brought under Section 1(d), shall be presented in writing to NYC H+H's Director of Labor Relations. The appeal must be made within ten (10) working days of the receipt of the Step I determination. NYC H+H's Director of Labor Relations or his/her designated representative, if any, may meet with the Employee and/or the Committee for review of the grievance and shall in any event issue a determination in writing by the end of the tenth (10th) workday following the date on which the appeal was filed.

Step II(b) An appeal from an unsatisfactory determination at Step I in regard to a grievance brought under Section 1(d) must be brought within fifteen (15) days of receipt of the Step I determination to the House Staff Affairs Committee of the Medical Board for evaluation and determination. An HSO and/or CIR appealing to the House Staff Affairs Committee shall be given advance written notice of when the House Staff Affairs Committee will consider the appeal. The House Staff Affairs Committee will render a written decision and provide it to the HSO and/or CIR. All decisions of the House Staff Affairs Committee may be reviewed by the Medical Board. If the Medical Board reviews the case, advance notice and a written decision will be provided the HSO and/or CIR. The decision of the Medical Board in all such matters shall be final.

Step III An appeal from an unsatisfactory determination at Step II(a) may be filed by the Committee with the Office of Collective Bargaining for impartial arbitration within thirty (30) days of receipt of the Step II(a) decision. NYC H+H shall have the right to appeal any grievance determination under Section 1, except for grievances brought under Section 1(d) directly to arbitration. Such appeal shall be filed within thirty (30) days of the receipt of the determination being appealed. The Committee and/or NYC H+H shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the Consolidated Rules of the Office of Collective Bargaining, except that each party shall be separately responsible for any costs or fees of any member of the arbitration board selected by such party, other than the impartial arbitrator. The costs and fees of such arbitration shall be borne equally by the Committee and the Employer. The determination or award of the arbitrator or the arbitration board noted in Section 8 of this Article shall be final and binding and shall not add to, subtract from, or modify any contract, rule, regulation, authorized existing policy, or order mentioned in Section 1(b) and 1(c) of this Article existing at the time the grievance arose.

Section 3.

As a condition to the right of the Committee to invoke impartial arbitration set forth in this Article, the Employee or Employees and the Committee shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the Employee or Employees

and the Committee to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.

Any grievance of a general nature affecting a large group of HSOs and which concerns the claimed misinterpretation, inequitable application, violation, or failure to comply with the provisions of this Agreement shall be filed at the option of the Committee at Step II(a) of the grievance procedure, without resort to the previous step.

Section 5.

If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Committee may invoke the next step of the procedure, except, however, that only the Committee may invoke impartial arbitration under Step III.

Section 6.

The Employer shall notify the Committee in writing of all grievances filed by HSOs, all grievance hearings, and all determinations. The Committee shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours' notice of all grievance hearings.

Section 7.

Each of the steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties.

Section 8.

At the request of both parties after the appointment of an arbitrator, or at the request of one party and the arbitrator, there shall be constituted a tripartite arbitration board consisting of the impartial arbitrator, a physician or dentist designated by the Committee, and a physician or dentist designated by NYC H+H. The arbitrator shall be the chairperson and presiding member of the arbitration board and shall be the only voting member of the arbitration board. The determination or award of the arbitration board shall be final and binding and shall not add to, subtract from, or modify any contract, rule, regulation, authorized existing policy, or order mentioned in Section 1(b) and 1(c) of this Article existing at the time the grievance arose.

Section 9.

The grievance and arbitration procedure contained in this agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court.

Section 10.

HSOs may be assisted at all stages of the procedures herein set forth in this Article by representatives of the Committee.

ARTICLE XVII - DISCIPLINARY ACTION

Section 1.

HSOs shall have the right to a hearing before being subject to disciplinary action except as hereinafter provided. There shall be no disciplinary action taken against an HSO except for cause and pursuant to and after completion of the procedures herein provided. Notwithstanding the provisions of Section 6(d) below, when a charge of failure to complete delinquent charts is sustained following proper notice and hearing as below, the proposed discipline may be implemented before the completion of those procedures by the Hospital Executive Director when it is a reprimand or by the Corporate Director of Labor Relations when it is other than a reprimand.

Section 2.

It is understood that an HSO may be reassigned from medical responsibilities without a hearing when the HSO's continued presence is deemed to risk the successful operation of the hospital. Following such reassignment by either the Chief of Service or the Executive Director of the hospital, the Committee shall have the right to an immediate appeal to an arbitrator or arbitration board as hereinafter provided.

Section 3.

When disciplinary action against an HSO is contemplated either by a Chief of Service or Executive Director, written charges and proposed disciplinary action shall be presented by the Executive Director to the Committee and to such HSO, who shall be notified of the HSO's right to appear before the Executive Director or duly designated representative for the purpose of an informal hearing before such Executive Director or designee. The Executive Director shall have the right to affirm, rescind, or modify the charges and/or proposed action after such informal hearing.

Section 4.

In the event that the Executive Director does not rescind the charges and proposed disciplinary action, the HSO or Committee shall appeal to NYC H+H Director of Labor Relations or the Director's designee who will hold a conference with the HSO and the Committee. The Director shall issue a determination in writing to the HSO and the Committee affirming, rescinding or modifying the charges and the proposed disciplinary action.

Section 5.

The proposed decision of NYC H+H Director of Labor Relations shall become final unless the Committee requests in writing to the Office of Collective Bargaining, with simultaneous notice to NYC H+H and the Executive Director, within 10 days after the receipt of the decision of NYC H+H Director of Labor Relations, that said decision be submitted to arbitration pursuant to this Article XVII.

Section 6.

a. Arbitration hereunder shall determine whether just cause or basis exists to sustain the charges and, if so, whether there is just cause or basis for the proposed disciplinary action. The

arbitrator shall be authorized to accept, reject, or modify the charges or proposed disciplinary action. The determination or award of the arbitration shall be final and binding and shall not add to, subtract from, or modify any contract, or any rule, regulation, existing authorized policy, or order mentioned in Section 1 (b) and (c) of Article XVI existing prior to the notice provided by Section 3 hereof.

b. Arbitration hereunder shall be conducted in accordance with the Consolidated Rules of the Office of Collective Bargaining, except as modified in (c) of this Section. The costs and fees of such arbitration shall be borne by the Committee and NYC H+H as provided in Article XVI, Section 2.

c. At the request of both parties after the appointment of an arbitrator, or at the request of one party and the arbitrator, there shall be constituted a tripartite arbitration board consisting of the impartial arbitrator, a physician or dentist designated by the Committee, and a physician or dentist designated by NYC H+H. The arbitrator shall be the chairperson and presiding member of the arbitration board and shall be the only voting member of the arbitration board. The determination or award of the arbitration board shall be final and binding and shall not add to, subtract from, or modify any contract, rule, regulation, authorized existing policy, or order mentioned in Section 1 (b) and (c) of Article XVI existing prior to the notice provided by Section 3 hereof.

d. No disciplinary action shall be imposed upon an HSO until said action has become final pursuant to Section 5 hereof or said action has been subject to a determination and award in arbitration pursuant to Section 6 hereof.

Section 7.

The Hospital will arrange the schedules of HSOs who are involved in disciplinary or grievance procedures so as to permit reasonable time off.

Section 8. Remediation

Effective March 26, 2020, if, in the discretion of the Facility Chief Medical Officer, the HSO's chief of service, or program director, it is decided that an HSO should be placed on a remediation plan, the department will inform the HSO in a timely manner that his/her performance is considered to be substandard and will indicate what the specific aspects of the HSO's performance need improvement. Any formal remediation plan should be in writing and include a reasonable timeframe as determined by the Program Director and or Chief of Service with specific goals for improvement and a specific plan to achieve these goals. The HSO shall be given a copy of the remediation plan and have the opportunity to discuss the plan with program Director. The HSO will be allowed to file, in writing, a rebuttal/ response to the evaluation of substandard performance as part of their personnel file, but will not impact the decision for remediation. The HSO may also be assigned a mentor (attending physician) from within the program to facilitate adherence and successful fulfillment of the remediation plan. The Remediation Plan should serve as an educational tool to assist the HSO in meeting the required performance standards. HSO's should be offered the opportunity to have CIR representation in meetings with the employer to discuss their remediation plan.

Section 9. Probation

Effective, March 26, 2020, if an HSO is placed on probation (Probation defined as a process that places the HSO into a "trial period" to evaluate performance and provide necessary, outlined, performance improvements) for any reason, that action must be in writing and include: a summary of the reasons for the action, the area(s) of performance to be improved, a summary of the criteria for judging adequate improvement, and the date upon which the probation will be reviewed. Probation cannot be imposed until the HSO has received notice either in person or to his/her email address. The HSO shall be given a copy of the probation and have the opportunity to discuss the plan with program Director. HSO will have the ability to submit a written rebuttal, but that will not change probationary status. HSO should be made aware that he/she has right to CIR representation in all Probationary meetings.

The Employer is not required to place HSO's on a remediation plan and/or probation to pursue disciplinary charges and reserves its rights to proceed directly to discipline in situations where it deems appropriate.

ARTICLE XVIII - PROHIBITION AGAINST DISCRIMINATION

No NYC H+H institution shall discriminate against an HSO on account of race, color, creed, national origin, place of medical education, sex, sexual orientation, affectional preference, or age in any matter of hiring or employment, housing, credit, contracting, provision of service, or any other matter whatsoever. Further, in relation to equal employment opportunity in city employment and training for physically handicapped individuals, NYC H+H shall follow the procedures set forth in the Mayor's Executive Order No. 14, dated May 21, 1974. Standards and policies affecting HSOs for provision of facilities shall be justly applied to all HSOs.

ARTICLE XIX – LOUNGES

NYC H+H's Vice President for Corporate Affairs shall issue a memorandum within thirty (30) days of the Financial Control Board's approval of the Contract to the Hospitals' Executive Directors directing them to ascertain if lounge space can be made available for utilization by HSOs. If lounge space can be made available, the Executive Director, in conjunction with the House Staff Affairs Committee in each hospital, shall prepare a proposal recommending designation of such space for House Staff lounges. Subject to the availability of funds and the concurrence of the Executive Director, the proposal shall also recommend reasonable measures to be taken to make the lounge area clean and secure and to set forth a projected timetable for completion. Implementation of such proposals shall be within sixty (60) days after the concurrence of the Executive Director.

ARTICLE XX - NO STRIKES

Neither the Committee nor any Employee shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass resignations.

ARTICLE XXI – MISCELLANEOUS

Section 1. Interest Payments

Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred twenty (120) days after execution of the applicable Contract or one hundred twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment. Interest accrued shall be payable only if the amount of interest due to an individual HSO exceeds five dollars ($5).

Section 2. Translators

Each NYC H+H Hospital will make reasonable efforts to provide or compile a list of available personnel to act as translators.

Section 3. Bulletin Boards

Each NYC H+H Hospital will provide bulletin board space for use by the Committee and conference rooms, at the Committee's request, for House Staff meetings related to the Hospital or NYC H+H.

Section 4. Rotations

a. The parties recognize that rotation between the payrolls of NYC H+H and NYC H+H affiliates is a special concern of this unit and that, on occasion, it affects rotating House Staff Officers in various ways, including such areas as payroll lag, work week computation for pay purposes, reapplication for or redesignation of benefits, and requirements for obtaining benefits. A joint labor-management committee, consisting of representatives of NYC H+H (including the facilities involved) and the CIR shall meet as needed to discuss these and related problems and to monitor the effectiveness of any changes which may result from such discussions.

b. The NYC H+H will notify the CIR on a periodic basis, but no less than once a year, of the malpractice insurance coverage provided to Corporate House Staff Officers upon their rotation to non-NYC H+H facilities.

Section 5. Access to Files

Each HSO shall have access, upon the HSO's request, to the HSO's personnel files. The HSO shall have the right to place in the HSO's file the HSO's response to any evaluatory statement in the HSO's personnel file. In addition, NYC H+H will allow to each HSO such rights as are provided in Article X of the 1995-2001 Citywide Agreement.

Section 6. Personal Security

NYC H+H shall make reasonable efforts to provide for the personal security of HSOs working in the facilities of NYC H+H. The remedy for any claimed violation shall be as provided in Article XIV, Section 2(e) and (f), of the 1995-2001 Citywide Agreement.

Section 7. Uniforms

Each HSO shall be assigned six serviceable uniforms at all times. At the conclusion of the HSO's employment by NYC H+H the HSO shall return all such uniforms.

Section 8. Payroll Lag

NYC H+H shall have the right to initiate a payroll lag of one week for all HSOs covered by this agreement in accordance with a schedule to be determined by NYC H+H.

Section 9. Depository Checks

The City may eliminate its depository check cashing accounts.

Section 10. Orientations

Effective February 26, 2018, when orientation kits are supplied to new House Staff, the CIR shall be permitted to have included in the kits CIR literature, provided such literature is first approved for such purpose by NYC H+H's Office of Labor Relations.

The Vice President responsible for personnel and labor relations will issue a memorandum to NYC H+H facilities requesting that they provide to CIR notice of the scheduling of orientation sessions for new House Staff. This is to enable the CIR, within the time and manner allotted by the institution for this purpose, to disseminate information concerning the CIR and its benefits to the new House Staff.

Effective March 26, 2020, when orientation kits are supplied to new House Staff, the CIR shall be permitted to have included in the kits CIR literature, provided such literature is first approved for such purpose by NYC H+H's Office of Labor Relations.

The Vice-President responsible for Human Resources will issue a memorandum to NYC H+H facilities requesting that they provide the CIR notice of the scheduling of orientation sessions for new House Staff scheduled to start on or about July 1st at least thirty (30) days prior to the sessions and the CIR be provided at least sixty (60) minutes to meet with the new House Staff during the orientations. This is to enable the CIR to disseminate the information concerning the CIR and its benefits to the new House Staff.

Nothing contained above shall prevent a Facility, in their unilateral discretion, from allowing CIR more than sixty (60) minutes to meet with new House Staff during orientations, if operationally feasible.

Section 11. House Staff Information

Effective February 26, 2018:

a. The NYC H+H shall provide, whether centrally or at the hospital level, the home addresses of House Staff Officers as soon after the NYC H+H or the facility obtains them as is feasible. It is understood that this provision imposes no obligation on the NYC H+H to acquire this information.

b. The NYC H+H shall furnish to the CIR, once a year between March 15th and July lst, a listing of House Staff by job class number, home address when available, and Social Security number as of December 31st of the preceding year.

Effective March 26, 2020:

a. The NYC H+H shall provide, whether centrally or at the hospital level, the home addresses of House Staff Officers as soon after the NYC H+H or the facility obtains them as is feasible. It is understood that this provision imposes no obligation on the NYC H+H to acquire this information.

b. The NYC H+H shall furnish to the CIR, once a year by June 1st, a preliminary listing of the new July 1st Resident class. A final listing of the entire bargaining unit, including the new Resident class, will be sent to the CIR by August 15th and shall include employee name, job class number, facility, Original Date of Appointment (ODA), work email, Employee ID number and if available, home address.

Section 12. Computer Tapes

Upon request, NYC H+H will provide computer tapes to CIR for which CIR will pay a one-time development fee and an on-going production fee.

Section 13. Prescription Medication

Pursuant to Operating Procedure 140-9, prescription medication shall be available to House Staff Officers through the facility pharmacy, except that, when the Employee Health Service is closed, the prescription may be written by any licensed physician other than the House Staff Officer.

Section 14. Health & Safety Committees

The NYC H+H will issue a memorandum to its facilities stating that CIR should be a member of the facility Labor-Management Health and Safety Committee established pursuant to Article XIV, Section 2(d), of the 1995-2001 Citywide Contract or any successor agreement thereto.

Section 15. Meals

a. NYC H+H shall continue to pay House Staff Officers assigned to its facilities and on its payroll the sum of one hundred eleven dollars and twenty-three cents ($111.23) each biweekly pay period. The total annual sum paid to each House Staff Officer shall not exceed the sum of twenty-nine hundred dollars ($2,900). Effective December 26, 2019, the meal

payment shall be increased by six hundred ($600) dollars per year. The new total annual sum paid to each House Staff Officer shall not exceed the sum of three-thousand five hundred ($3,500) dollars per year. All payments made under the terms of this agreement shall be subject to the applicable payroll withholding tax and other legally required deductions and shall be non-pensionable.

b. In order to continue to provide its portion of this funding, CIR agrees to the annual reduction of $100,000 from the On-Call Pool and of $500,000 from the Combined Reimbursement Fund.

c. Any issues that may arise concerning the implementation of this agreement shall be referred to a joint labor/management committee.

Section 16. Health Care Flexible Spending Account

a. The parties agree that the following provisions from the 1993 Municipal Coalition Agreement shall remain in full force and effect, except as otherwise modified by provisions of the 2000 DC37 Memorandum of Economic Agreement and Appendices.

b. A flexible health care spending account shall be established pursuant to Section 125 of the IRS code after July 1993. Those employees eligible for New York City health plan coverage as defined on page 32, section 4(B) of the 1992 New York City Health Summary Program Description shall be eligible to participate in the account. Participating employees shall contribute at least 260 dollars per year up to a maximum of $5,000 per year. Said contribution minimum and maximum levels may be modified by the MLC Health Advisory Committee based on experience of the plan. Any unfunded balance may be deducted from final salary payments due an employee.

c. Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses as defined as non-deductible in IRS Publication 502.

d. An administrative fee of $1.00 per week for the first year shall be charged for participation in the program. An employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an employee's account will not be refunded.

Section 17. New Resident Differential

Each July 1st all Residents new to NYC H+H on that date, excluding Fellows and residents immediately transferring from another payroll, will receive a lump sum payment of $550 gross pay.

Section 18. Required Courses and Exams

a. NYC H+H shall, within the NYC H+H system, provide and pay for Advanced Cardiac Life Support (including Pediatric Advanced Life Support), Basic Life Support, and/or

Advanced Trauma Life Support classes and materials for House Staff who are required to have such certification(s) and recertification(s). If the course is not offered at the HSO's own NYC H+H facility, the House Staff Officer can attend the course offered at another NYC H+H facility free of charge, on his/her own time, with the prior approval of the Chief of Service or his/her designee, and subject to the restrictions and rules in place at the other facility.

b. NYC H+H shall continue, in accordance with past practices, to pay for all required in-service exams within the NYC H+H System for House Staff Officers.

Section 19. House Staff Appreciation Day

During the term of this contract, NYC H+H, in collaboration with CIR, agrees to hold an annual System-wide House Staff Appreciation Day. House Staff appreciation activities will highlight the contributions of House Staff members to the healthcare system in New York City, serve as a vehicle through which the issue of resident well-being is brought to the forefront and addressed, and boost Resident morale. The event shall include recognition of House Staff members for outstanding contributions and achievement, including in the areas of research, community engagement, academic and other accomplishments as may be determined by a working group comprising H+H and CIR representatives.

H+H will support the holding of House Staff Appreciation Days and CIR will have a total of $150,000 available to be spent in a mutually agreeable manner as set forth in Paragraph 4 (i)(e) of the parties MOA dated December 13, 2019 to support the activities of the House Staff Appreciation Days

The parties will meet before March 26, 2020 in order to mutually agree how the funding will be made available to CIR.

Section 20. Direct Deposit

Effective January 16, 2020 the Employer may require that all newly hired employees be paid exclusively through direct deposit or electronic funds transfer. For employees on direct deposit, the employer may provide pay stubs electronically except where the employee has requested in writing to receive a printed stub.

Further, the parties shall work together regarding incumbent employees' enrollment in direct deposit, with the objective of 100% of employees being paid electronically.

ARTICLE XXII - COMMITTEE ACTIVITY

Time spent by HSO representatives in the conduct of labor relations with the City and on Committee activities shall be governed by the terms of Executive Order No. 75, as amended, dated March 22,

1973, entitled "Time Spent on the Conduct of Labor Relations between the City and Its Employees and on Union Activity," or any successor thereto. Pursuant to agreement of the parties, effective 7/1/05 no House Staff Officer will be eligible for full-time release pursuant to Executive Order 75.

ARTICLE XXIII – RESIDENT WELL-BEING

Section 1. Well-being Committee

The parties shall create a joint H+H, Union and Resident "Well-being Committee" made up of an equal number of H+H and Union/Residents, as determined by the H+H Chief Medical Officer and CIR. The Well-being Committee may be a Sub-committee of an existing Committee or a newly formed Committee. The Well-being Committee shall meet quarterly, with the first meeting taking place within ninety (90) calendar days of the ratification of this MOA. CIR will have $50,000 available to be spent in a mutually agreeable manner as set forth in Paragraph 4 (i)(d) of the MOA dated December 13, 2019 to help support the activities of the Well-being Committee. The Well-being Committee shall serve as an advisory body on Resident Well-being policies, initiatives, burnout prevention, and compliance with ACGME standards for Well-being as set forth in their Common Program Requirements (See Section VI.C, effective July 1, 2019).

The parties will meet before March 26, 2020 in order to mutually agree how the funding will be made available to CIR.

Section 2. Personal/Well-being Leave Days

The parties agree that January 15, 2020, Residents shall be eligible to use up to two (2) sick-leave days per year as "Personal/Well-being" days.

Unused Personal/Well-being days shall not be carried over from year to year and shall be scheduled, with the approval of the Program Director, at least thirty (30) days in advance, unless the Program Director/Department and Resident come to a mutually agreeable alternative arrangement. Well-being days can be taken in full or one-half day increments.

Nothing contained above shall prevent a Facility/Program, in their unilateral discretion, from allowing Residents to use additional sick leave days as Well-being days, if operationally feasible.

ARTICLE XXIV – BEEPERS

Section 1.

A committee consisting of representatives of the Central Offices of the Vice President responsible for medical affairs, the Vice President responsible for finance, and the Vice President responsible for personnel/labor relations will be established to review issues concerning beepers used by House Staff. This committee will consider comments and proposals for beepers submitted in writing by

House Staff Officers (employed by NYC H+H) or by the Committee of Interns and Residents. The committee will make recommendations for guidelines and beepers to be used in corporate facilities.

Section 2.

Complaints that failure to issue a beeper causes a hardship to an individual House Staff Officer or Officers during Corporate employment shall be presented in writing by the House Staff Officer(s) or the Committee of Interns and Residents to the Chief of Service involved, with a detailed statement of the hardship. The Chief of Service shall make a determination within fifteen (15) working days and shall respond to the House Staff Officer(s) or Committee of Interns and Residents by memorandum. The decision of the Chief of Service is final and binding and is not subject to the contractual grievance procedure or arbitration.

ARTICLE XXV- MOTOR VEHICLE IDENTIFICATION

NYC H+H will establish a procedure for the issuance of a motor vehicle identification sign suitable for display in a car visor or windshield which will identify the House Staff Officer as a Resident employed by NYC H+H. NYC H+H will notify the Department of Traffic of the meaning of the sign.

ARTICLE XXVI- SAVING CLAUSE

In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

ARTICLE XXVII - FINANCIAL EMERGENCY ACT

The provisions of this Agreement are subject to applicable provisions of law, including the New York State Financial Emergency Act for the City of New York as amended.

ARTICLE XXVIII - ATTACHMENTS

The attachment(s), if any, appended hereto shall be deemed a part of this Agreement as if fully set forth herein.

ARTICLE XXIX - TERMINATION AND RENEWAL

Section 1.

This Agreement shall be in full force and effect until December 15, 2021, and shall continue in effect and be automatically renewed from year to year thereafter until either party gives notice in writing to the other at least ninety (90) days but not more than one hundred twenty (120) days prior to the expiration date, or of any extension thereof, of its desire to terminate or modify this Agreement.

Section 2.

It is understood by the parties that the matter of pyramidal structure is an open item not settled by this Agreement. It is further understood that with respect to this item each party retains their respective rights and this Agreement does not constitute a bar.

WHEREFORE, we have hereunto set our hands and seals this 7th day of May, 2020

FOR THE CITY OF NEW YORK

BY: SB For RC
RENEE CAMPION
Commissioner of Labor Relations

FOR THE COMMITTEE OF INTERNS & RESIDENTS

BY: Earl Mathurin
EARL MATHURIN
Associate Director

FOR THE NEW YORK CITY HEALTH + HOSPITALS

BY:
ANDREA G. COHEN
Senior Vice President and General Counsel

DATE: May 7, 2020
UNIT: Interns & Residents
TERM: February 26, 2018 through December 15, 2021

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Appendix A

THE CITY OF NEW YORK
OFFICE OF LABOR RELATIONS
40 Rector Street, New York, NY 10006-1705
http://nyc.gov/olr

ROBERT W. LINN
Commissioner

May 5, 2014

Harry Nespoli
Chair, Municipal Labor Committee
125 Barclay Street
New York, NY 10007

Dear Mr. Nespoli:

This is to confirm the parties' mutual understanding concerning the following issues:

1. Unless otherwise agreed to by the parties, the Welfare Fund contribution will remain constant for the length of the successor unit agreements, including the $65 funded from the Stabilization Fund pursuant to the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee.

2. Effective July 1, 2014, the Stabilization Fund shall convey $1 Billion to the City of New York to be used to support wage increases and other economic items for the current round of collective bargaining (for the period up to and including fiscal year 2018). Up to an additional total amount of $150 million will be available over the four year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter, $ 60 million per year will be available from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties.

3. If the parties decide to engage in a centralized purchase of Prescription Drugs, and savings and efficiencies are identified therefrom, there shall not be any reduction in welfare fund contributions.

4. There shall be a joint committee formed that will engage in a process to select an independent healthcare actuary, and any other mutually agreed upon additional outside expertise, to develop an accounting system to measure and calculate savings.

5. The MLC agrees to generate cumulative healthcare savings of $3.4 billion over the course of Fiscal Years 2015 through 2018, said savings to be exclusive of the monies referenced in Paragraph 2 above and generated in the individual fiscal years as follows: (i) $400 million in Fiscal Year 2015; (ii) $700 million in Fiscal Year 2016; (iii) $1 billion in Fiscal Year 2017; (iv) $1.3 billion in Fiscal Year 2018; and (v) for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue on a recurring basis. At the conclusion of Fiscal Year 2018, the parties shall calculate the savings realized during the prior four-year period. In the event that the MLC has generated more than $3.4 billion in cumulative healthcare savings during the four-year period, as determined by the jointly selected healthcare actuary, up to the first $365 million of such additional savings shall be credited proportionately to each union as a one-time lump sum pensionable bonus payment for its members. Should the union desire to use these funds for other purposes, the parties shall negotiate in good faith to attempt to agree on an appropriate alternative use. Any additional savings generated for the four-year period beyond the first $365 million will be shared equally with the City and the MLC for the same purposes and subject to the same procedure as the first $365 million. Additional savings beyond $1.3 billion in FY 2018 that carry over into FY 2019 shall be subject to negotiations between the parties.

6. The following initiatives are among those that the MLC and the City could consider in their joint efforts to meet the aforementioned annual and four-year cumulative savings figures: minimum premium, self-insurance, dependent eligibility verification audits, the capping of the HIP HMO rate, the capping of the Senior Care rate, the equalization formula, marketing plans, Medicare Advantage, and the more effective delivery of health care.

7. Dispute Resolution

a. In the event of any dispute under this agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Arbitrator Martin F. Scheinman for resolution.
b. Such dispute shall be resolved within 90 days.
c. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
d. The arbitrator shall have the authority to meet with the parties at such times as the arbitrator determines is appropriate to enforce the terms of this agreement.
e. If the parties are unable to agree on the independent health care actuary described above, the arbitrator shall select the impartial health care actuary to be retained by the parties.
f. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

If the above accords with your understanding and agreement, kindly execute the signature line provided.

Sincerely,

Robert W. Linn
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: _____
Harry Nespoli, Chair

Appendix B

OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705
nyc.gov/olr

ROBERT W. LINN
Commissioner
RENEE CAMPION
First Deputy Commissioner
CLAIRE LEVITT
Deputy Commissioner
Health Care Cost Management

MAYRA E. BELL
General Counsel
GEORGETTE GESTELY
Director, Employee Benefits Program

June 28, 2018

Harry Nespoli, Chair
Municipal Labor Committee
125 Barclay Street
New York, New York

Dear Mr. Nespoli:

1. This is to confirm the parties' mutual understanding concerning the health care agreement for Fiscal Years 2019 – 2021:

    a. The MLC agrees to generate cumulative healthcare savings of $1.1 billion over the course of New York City Fiscal Years 2019 through 2021. Said savings shall be generated as follows:
        i. $200 million in Fiscal Year 2019;
        ii. $300 million in Fiscal Year 2020;
        iii. $600 million in Fiscal Year 2021, and
        iv. For every fiscal year thereafter, the $600 million per year savings on a citywide basis in healthcare costs shall continue on a recurring basis.
    b. Savings will be measured against the projected FY 2019-FY 2022 City Financial Plan (adopted on June 15, 2018) which incorporates projected City health care cost increases of 7% in Fiscal Year ("FY") 2019, 6.5% in FY 2020 and 6% in FY 2021. Non-recurring savings may be transferrable within the years FY 2019 through FY 2021 pursuant only to 1(a)(i), 1(a)(ii), 1(a)(iii) above. For example:
        i. $205 million in FY 2019 and $295 million in FY 2020 will qualify for those years' savings targets under 1(a)(i) and 1(a)(ii).
        ii. $210 million in FY 2019, $310 million in FY 2020, and $580 million in FY 2021 will qualify for those years' savings targets under 1(a)(i), 1(a)(ii), 1(a)(iii).
        iii. In any event, the $600 million pursuant to 1(a)(iv) must be recurring and agreed to by the parties within FY 2021, and may not be borrowed from other years.

c. Savings attributable to CBP programs will continue to be transferred to the City by offsetting the savings amounts documented by Empire Blue Cross and GHI against the equalization payments from the City to the Stabilization Fund for FY 19, FY 20 and FY 21, unless otherwise agreed to by the City and the MLC. In order for this offset to expire, any savings achieved in this manner must be replaced in order to meet the recurring obligation under 1(a)(iv) above.

d. The parties agree that any savings within the period of FY 2015 - 2018 over $3.4 billion arising from the 2014 City/MLC Health Agreement will be counted towards the FY 2019 goal. This is currently estimated at approximately $131 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries.

e. The parties agree that recurring savings over $1.3 billion for FY 2018 arising under the 2014 City/MLC Health Agreement will be counted toward the goal for Fiscal Years 2019, 2020, 2021 and for purposes of the recurring obligation under 1(a)(iv) above. This is currently estimated at approximately $40 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries. Once the amount is finalized, that amount shall be applied to Fiscal Years 2019, 2020, 2021 and to the obligation under 1(a)(iv).

2. After the conclusion of Fiscal Year 2021, the parties shall calculate the savings realized during the 3 year period. In the event that the MLC has generated more than $600 million in recurring healthcare savings, as agreed upon by the City's and the MLC's actuaries, such additional savings shall be utilized as follows:

   a. The first $68 million will be used by the City to make a $100 per member per year increase to welfare funds (actives and retirees) effective July 1, 2021. If a savings amount over $600 million but less than $668 million is achieved, the $100 per member per year (actives and retirees) increase will be prorated.

   b. Any savings thereafter shall be split equally between the City and the MLC and applied in a manner agreed to by the parties.

3. Beginning January 1, 2019, and continuing unless and until the parties agree otherwise, the parties shall authorize the quarterly provision of the following data to the City's and MLC's actuaries on an ongoing quarterly basis: (1) detailed claim-level health data from Emblem Health and Empire Blue Cross including detailed claim-level data for City employees covered under the GHI-CBP programs (including Senior Care and Behavioral Health information); and (2) utilization data under the HIP-HMO plan. Such data shall be provided within 60 days of the end of each quarterly period. The HIP-HMO utilization data will also be provided to the City's and MLC's actuaries within 60 days of the execution of this letter agreement for City Fiscal Year 2018 as baseline information to assess ongoing savings. The HIP-HMO data shall include: (i) utilization by procedure for site of service benefit changes; (ii) utilization by disease state, by procedure (for purposes of assessing Centers of Excellence); and (iii) member engagement data for the Wellness program, including stratifying members by three tranches (level I, II and II). The data shall include baseline data as well as data regarding the assumptions utilized in determining expected savings for comparison. The data described in this paragraph shall be provided pursuant to a data sharing agreement entered into by the City and MLC, akin to prior data agreements, which shall provide for the protection of member privacy and related concerns, shall cover all periods addressed by this Agreement (i.e., through June 30, 2021 and thereafter), and shall be executed within thirty days of the execution of this letter agreement.

4. The parties agree that the Welfare Funds will receive two $100 per member one-time lump-sum payments (actives and retirees) funded by the Joint Stabilization Fund payable effective July 1, 2018 and July 1, 2019.

5. The parties recognize that despite extraordinary savings to health costs accomplished in the last round of negotiations through their efforts and the innovation of the MLC, and the further savings which shall be implemented as a result of this agreement, that the longer term sustainability of health care for workers and their families, requires further study, savings and efficiencies in the method of health care delivery. To that end, the parties will within 90 days establish a Tripartite Health Insurance Policy Committee of MLC and City members, chaired by one member each appointed by the MLC and the City, and Martin F. Scheinman, Esq. The Committee shall study the issues using appropriate data and recommend for implementation as soon as practicable during the term of this Agreement but no later than June 30, 2020, modifications to the way in which health care is currently provided or funded. Among the topics the Committee shall discuss:

    a. Self-insurance and/or minimum premium arrangements for the HIP HMO plan.
    b. Medicare Advantage- adoption of a Medicare Advantage benchmark plan for retirees
    c. Consolidated Drug Purchasing- welfare funds, PICA and health plan prescription costs pooling their buying power and resources to purchase prescription drugs.
    d. Comparability- investigation of other unionized settings regarding their methodology for delivering health benefits including the prospect of coordination/cooperation to increase purchasing power and to decrease administrative expenses.
    e. Audits and Coordination of Benefits- audit insurers for claims and financial accuracy, coordination of benefits, pre-65 disabled Medicare utilization, End Stage Renal Disease, PICA, and Payroll Audit of Part Time Employees.
    f. Other areas- Centers of Excellence for specific conditions; Hospital and provider tiering; Precertification Fees; Amendment of Medicare Part B reimbursement; Reduction of cost for Pre-Medicare retirees who have access to other coverage; Changes to the Senior Care rate; Changes to the equalization formula.
    g. Potential RFPs for all medical and hospital benefits.
    h. Status of the Stabilization Fund.

    The Committee will make recommendations to be considered by the MLC and the City.

6. The joint committee shall be known as the Tripartite Health Insurance Policy Committee (THIPC) and shall be independent of the existing "Technical Committee." The "Technical Committee" will continue its work and will work in conjunction with the THIPC as designated above to address areas of health benefit changes. The Technical Committee will continue to be supported by separate actuaries for the City and the MLC. The City and the MLC will each be responsible for the costs of its actuary.

7. In the event of any dispute under sections 1-4 of this Agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Martin Scheinman for resolution consistent with the dispute resolution terms of the 2014 City/MLC Health Agreement:
    a. Such dispute shall be resolved within 90 days.

b. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
c. The arbitrator shall have the authority to meet with the parties as such times as is appropriate to enforce the terms of this agreement.
d. The parties shall share the costs for the arbitrator (including Committee meetings).

If the above conforms to your understanding, please countersign below.

Sincerely,

Robert W. Linn

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: _____
Harry Nespoli, Chair

Appendix C

Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nyc.gov/olr

Renee Campion
Commissioner
Steven H. Banks
First Deputy Commissioner
General Counsel

Claire Levitt
Deputy Commissioner
Health Care Cost Management
Georgette Gestely
Director, Employee Benefits Program

Earl Mathurin
Associate Director
Committee of Interns and Residents
10-27 46th Avenue, Suite 300-2
Long Island City, NY 11101

Re: Paid Family Leave

Dear Mr. Mathurin:

This is to confirm the understanding and agreement of the parties concerning paid family leave for employees represented by the Committee of Interns and Residents and covered under the City of New York/Health + Hospitals/CIR collective bargaining agreement.

The parties agree to "opt in" to the New York State Paid Family Leave Program, as implemented by the City of New York, as soon as practicable and agree to take the necessary steps to implement, subject to ratification by the membership.

If the above accords with your understanding, kindly execute the signature line provided below.

Very truly yours,

10/31/19

Renee Campion
Commissioner

AGREED AND ACCEPTED ON BEHALF OF CIR

Earl Mathurin
Associate Director

The City of New York

Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nyc.gov/olr

Renee Campion
Commissioner
Steven H. Banks
First Deputy Commissioner
General Counsel

Claire Levitt
Deputy Commissioner
Health Care Cost Management
Georgette Gestaly
Director, Employee Benefits Program

APPENDIX D

Earl Mathurin
Associate Director
Committee of Interns and Residents
10-27 46th Avenue, Suite 300-2
Long Island City, NY 11101

Re: Holiday Pay Pilot Program

Dear Mr. Mathurin,

This is to confirm the understanding of the parties that effective March 26, 2020 the remaining $3,716,216 lump sum retroactive cash amount set forth in Article 4 (i)(f) of the 2018-2021 MOA will be available for the creation of a Holiday Pay Pilot Program for Residents.

Under the Pilot Program, effective March 26, 2020, Residents will be eligible to receive a lump sum cash payment of two-hundred ($200) dollars per shift, if they are scheduled and work 50% or more of their shift on any of the holidays listed below:

NEW YEARS DAY
MARTIN LUTHER KING JR, DAY
WASHINGTON'S BIRTHDAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
THANKSGIVING DAY
CHRISTMAS DAY

This $200/shift payment shall be in addition to the Resident's regular salary and shall be subject to all legally required deductions and withholdings.

This Pilot Program shall expire on December 15, 2021 or when the total $3,716,216 in funding has been expended, whichever is earlier.

NYC H+H and/or the City of New York shall in no way be liable for any payments beyond the $3,716,216 lump sum cash amount. Any balance that may be remaining as of December 15, 2021, shall be spent in a mutually agreeable manner, as to be determined by the parties.

Compensation for working a holiday, as defined in this Article, shall be provided to the HSO as soon as practicable after the holiday.

NYC H+H shall provide the Committee with quarterly reports at each facility, identifying each HSO receiving a holiday payment by name, department and Employee ID number. The report shall name the HSO who worked on such holiday and the date(s) worked and the amount(s) paid.

The parties acknowledge that CIR may raise the demand to continue the Holiday Pay Pilot Program in the next round of contract negotiations.

If the above accords with your understanding, kindly execute the signature line provided below.

Very truly yours,

Renee Campion
Commissioner

AGREED AND ACCEPTED ON BEHALF OF CIR

Earl Mathurin
Associate Director

12/12/19
Date

AGREED AND ACCEPTED ON BEHALF OF H+H

Andrea G. Cohen, Esq.
Sr. AVP/General Council

12/13/19
Date

NYC
HEALTH+
HOSPITALS

Andrea G. Cohen
General Counsel
Senior Vice President, Legal Affairs
and Labor Relations
NYC Health + Hospitals
125 Worth Street, Suite 527
New York, NY 10013
212-788-3304
andrea.cohen@nychhc.org

APPENDIX E

Mr. Earl Mathurin
Associate Director
Committee of Interns and Residents
10-27 46th Avenue, Suite 300-2
Long Island City, New York 11101

Dear Mr. Mathurin:

This is to confirm our agreement that the parties will continue the joint NYC H+H/CIR Affirmative Action Committee ("AAC"). The AAC shall include representatives of the Committee of Interns and Residents (CIR) and the Central Offices of the Vice Presidents responsible for Medical and Professional Affairs and Corporate Affairs, as well as the NYC H+H Office of Affiliations. The AAC will study the recruitment and retention of minority House Staff Officers and may make recommendations regarding such recruitment and retention and other affirmative action issues.

NYC H+H will provide the AAC with available statistics and information regarding recruitment and retention of minority House Staff Officers at its facilities and information necessary to monitor and review affirmative action issues. The AAC shall meet quarterly; however, it may also be convened at the written request of either party.

In accordance with Article VII, Section 4(j) of the 2018-2021 Interns and Residents Agreement, surplus funds from the on-call coverage pool may be used to support such affirmative action activities for medical students and House Staff at NYC H+H facilities as may be agreed to by NYC H+H and CIR.

The matters set forth herein took effect upon the date of execution of the 2008-2010 Interns and Residents Agreement.

Very truly yours,

ANDREA G. COHEN

The City of New York

Office of Labor Relations

22 Cortlandt Street, New York, NY 10007
nyc.gov/olr

Renee Campion
Commissioner
Steven H. Banks
First Deputy Commissioner
General Counsel

Claire Levitt
Deputy Commissioner
Health Care Cost Management
Georgette Geanidy
Director, Employee Benefits Program

APPENDIX F

Earl Mathurin
Associate Director
Committee of Interns and Residents
10-27 46th Avenue, Suite 300-2
Long Island City, NY 11101

Re: Protected Academic Time

Dear Mr. Mathurin,

This is to confirm the understanding of the parties that, to the extent feasible, Resident Program Directors, and other relevant parties, should make best efforts to provide Residents with protected academic time in accordance with the Accreditation Council for Graduate Medical Education (ACGME) requirements. If extenuating circumstances continue to arise in a facility on a regular basis which make providing protected time impossible, the facility will meet with CIR and the Residents to discuss how these circumstances may be avoided in the future.

If the above accords with your understanding, kindly execute the signature line provided below.

Very truly yours,

MC for RC

Renee Campion
Commissioner

AGREED AND ACCEPTED ON BEHALF OF CIR

Earl Mathurin
Associate Director

12/12/19
Date

AGREED AND ACCEPTED ON BEHALF OF H+H

Andrea G. Cohen, Esq.
Sr. AVP/General Council

12/13/19
Date

NYC
HEALTH+
HOSPITALS

Andrea G. Cohen
General Counsel
Senior Vice President, Legal Affairs
and Labor Relations
NYC Health + Hospitals
125 Worth Street, Suite 527
New York, NY 10013
212-788-3304
andrea.cohen@nychhc.org

APPENDIX G

Mr. Earl Mathurin
Associate Director
Committee of Interns and Residents
10-27 46th Avenue, Suite 300-2
Long Island City, New York 11101

Dear Mr. Mathurin:

A Security Issues Committee shall be established at each NYC Health + Hospitals facility to consider security issues which relate to the personal security of hospital employees. The Security Issues Committee will include a representative of the Committee of Interns and Residents (CIR), and will be chaired by the institution's Director of Security, or the designee of the institution's Executive Director. The chairperson of the committee will make a report and recommendation to the Executive Director on employee personal security issues which have been submitted to the committee. Where there is an existing committee in a facility with jurisdiction over employee security issues, the committee will continue to consider such matters and will include a CIR representative, and no new committee will be established.

The parties recognize that, due to the unique circumstances of House Staff work hours, schedules, and assignments, there are issues of particular concern to House Staff Officers related to personal and property security. Accordingly, NYC H+H's Assistant Vice President for Security shall meet with representatives of the CIR to discuss such concerns and any comments and proposals submitted by CIR to address them. The Assistant Vice President shall conduct such study or review of these items as may be appropriate and shall, as soon as practicable but not later than ninety (90) days after any such meeting, report his/her findings and recommendations, a copy of which shall be sent to the CIR.

The matters set forth herein took effect upon the date of execution of the 2010-2018 Interns and Residents Agreement.

Very truly yours,

ANDREA G. COHEN

NYC
HEALTH+
HOSPITALS

Andrea G. Cohen
General Counsel
Senior Vice President, Legal Affairs
and Labor Relations
NYC Health + Hospitals
125 Worth Street, Suite 527
New York, NY 10013
212-788-3304
andrea.cohen@nychhc.org

APPENDIX H

Mr. Earl Mathurin
Associate Director
Committee of Interns and Residents
10-27 46th Avenue, Suite 300-2
Long Island City, New York 11101

Dear Mr. Mathurin:

The parties to this agreement recognize that the timely completion of charts is in the best interests of NYC H+H, the patients whom it serves, and its employees. Nevertheless, the duties of House Staff Officers often result in delaying the completion of charts. It is therefore agreed that a committee will investigate and study the reasons for delaying the completion of charts and propose solutions therefor.

The Committee shall consist of representatives of the Committee of Interns and Residents and the Central Offices of the Vice Presidents responsible for Medical and Professional Affairs and Corporate Affairs.

The matters set forth herein took effect upon the date of execution of the 2010-2018 Interns and Residents Agreement.

Very truly yours,

ANDREA G. COHEN

NYC
HEALTH+
HOSPITALS

Andrea G. Cohen
General Counsel
Senior Vice President, Legal Affairs
and Labor Relations
NYC Health + Hospitals
125 Worth Street, Suite 527
New York, NY 10013
212-788-3304
andrea.cohen@nychhc.org

APPENDIX I

Mr. Earl Mathurin
Associate Director
Committee of Interns and Residents
10-27 46th Avenue, Suite 300-2
Long Island City, New York 11101

Dear Mr. Mathurin:

In the interest of fostering sound labor relations NYC H+H will form labor/management committees at either the corporate level or facility level, as appropriate, to discuss the topics set forth below. It is understood that these labor-management committees are not intended to bypass the grievance procedure or alter the rights or obligations of either party under the contract.

1. Although the parties have agreed that the following matters are outside the scope of the Interns and Residents Collective Bargaining Agreement, NYC H+H or its facilities, through its appropriate officials, and the Committee of Interns and Residents will meet from time to time, at the request of either party, to discuss any one or more of these subjects in order to clarify and promote the mutual interest therein:

    1. The content and structure of House Staff training programs and changes therein, within applicable standards and guidelines.
    2. Staffing and staffing patterns at a hospital including but not limited to the number of House Staff Officers, the effect on workloads of House Staff Officers, and the level of patient care.
    3. Patient care facilities, including but not limited to the effect on House Staff training programs, workloads of House Staff Officers, and the level of patient care.
    4. The impact of patient admission policies on House Staff Officers.
    5. Orientation programs for new House Staff Officers.
    6. The issuance of cell phones to House Staff Officers.
    7. EPIC related technology issues.
    8. Voluntary elective rotations.
    9. Travel reimbursement for mandatory outside rotations.

10. Facility support for House Staff Officers academic research.

2. NYC H+H has agreed to form labor/management committees at either the corporate level or facility level, as appropriate, where the issues set forth below may be discussed:

   1. The on-call coverage pool.
   2. Rotational payroll issues.
   3. The impact of financial restructuring and other outside changes.
   4. The provision of parking for House Staff Officers in close proximity to their work locations, including increasing House Staff access to on-street parking and the priority of House Staff Officers in a facility's "Order of Parking."
   5. Problems related to on-call rooms and lounges (space requirements, shower facilities, and location of rooms).
   6. The needs of House Staff for lockers and the availability of space and equipment including the development of a plan for the provision and location of lockers, as feasible and appropriate.
   7. The provision of private consultation rooms.
   8. Procedures to provide rapid access to medications for the benefit of timely care to patients.

   Each Hospital will exercise its best efforts to resolve problems identified, in accordance with mutually agreeable priorities for the respective institution. In addition, NYC H+H will consider such issues when engaging in capital planning. Either party may request the presence of other individuals whose attendance may assist in the resolution of such problems.

The matters set forth herein took effect upon the date of execution of the 2010-2018 Interns and Residents Agreement, except for paragraph 1 sections 6 through 10 which shall take effect upon the execution of the 2018-2021 Interns and Residents Agreement.

Very truly yours,

ANDREA G. COHEN

NYC
HEALTH+
HOSPITALS

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APPENDIX J

Mr. Earl Mathurin
Associate Director
Committee of Interns and Residents
10-27 46th Avenue, Suite 300-2
Long Island City, New York 11101

Dear Mr. Mathurin:

This is to confirm the agreement between the City of New York and NYC H+H and the Committee of Interns and Residents that NYC H+H will continue to provide Hepatitis B vaccine to NYC H+H-employed House Staff Officers who request the vaccine. The cost to NYC H+H for the vaccine shall not exceed $50,000 during the term of this contract. Any cost for the vaccine beyond $50,000 during the term of this contract shall be borne by the House Staff Benefits Plan of the Committee of Interns and Residents, which shall reimburse NYC H+H for any such costs in excess of $50,000.

The matters set forth herein took effect upon the date of execution of the 2010-2018 Interns and Residents Agreement.

Very truly yours,

ANDREA G. COHEN

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APPENDIX K

Mr. Earl Mathurin
Associate Director
Committee of Interns and Residents
10-27 46th Avenue, Suite 300-2
Long Island City, New York 11101

Dear Mr. Mathurin:

Please be advised that all House Staff Officers in NYC H+H facilities shall be permitted to participate in any existing facility day care programs on the same basis as NYC H+H employees.

Please keep NYC H+H's Office of Labor Relations informed of any recurring problems in House Staff Officer participation.

The matters set forth herein took effect upon the date of execution of the 2010-2018 Interns and Residents Agreement.

Very truly yours,

ANDREA G. COHEN