



# **Collective Bargaining Agreement**

**Between**

**Brookdale University Hospital and Medical  
Center**

and the

**Committee of Interns and Residents/SEIU**

**November 1, 2019 – October 31, 2022**

**Committee of Interns and Residents (CIR)**

**National Affiliate of Service Employees International Union (SEIU)**

The Committee of Interns and Residents/SEIU (CIR/SEIU) represents over 13,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California, and New Mexico. Collective bargaining agreements cover both public and private sector hospitals.

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

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

**Know your rights and benefits – read your CIR contract!**

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## **Preamble**

This Agreement is effective as of December 19th, 2016 respectively, between The Brookdale Hospital Medical Center (hereinafter referred to as the "Hospital") and the Committee of Interns and Residents/ Service Employee International Union (hereinafter referred to as the "CIR/SEIU") for the period of November 1, 2016 through October 31, 2019.

## **Article 1**

### **Recognition**

The Hospital recognizes the Committee of Interns and Residents/Service Employee International Union as the sole and exclusive collective bargaining representative for the titles Interns, Residents, Chief Residents, and Fellows employed by the Hospital and wherever assigned. Persons in such titles are hereinafter collectively referred to as "Residents."

## **Article 2**

### **CIR/SEIU Security**

1. It shall be a condition of employment that all Interns, Residents, Chief Residents and Fellows employed by the Hospital ("House Staff Officers") covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on or by the 31<sup>st</sup> day following the effective date of this Agreement, whichever may be later, become and remain members in good standing of the Union. It shall also be a condition of employment that all House Staff Officers covered by this Agreement and hired on or after its effective date or the execution thereof, whichever may be later, shall on or after the 31<sup>st</sup> day following the beginning of such employment become and remain members in good standing of the Union. For the purpose of this Agreement, "good standing" shall consist

of the payment of periodic dues as uniformly required by the Union as a condition of membership, or pay an agency fee to the Union.

2. No discrimination or reprisal shall be visited against any such Resident by either party based on membership or non-membership in the CIR/SEIU.

3. The CIR/SEIU shall have the exclusive right to the check off and transmittal of dues in behalf of each employee in the unit, said dues to be checked off monthly from the paycheck of each Resident, pursuant to authorization cards in conformity with law and pursuant to the directives of the CIR/SEIU, in such amounts as the CIR/SEIU shall establish. The Hospital agrees to forward said dues to the CIR/SEIU within twenty (20) days of the end of each month.

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

5. A list of all incoming and outgoing Residents shall be provided to the CIR/SEIU by July 1st, of each year and shall include names, addresses, PGY levels, and fellowship titles if any.

6. The Hospital shall provide the CIR/SEIU with periodic updates of any changes (additions or subtractions) from the total number of Residents in the training program, including, names, home addresses, department, PGY level, and pager numbers.

7. The Hospital agrees that upon written authorization from a Resident on a form agreed upon by the Hospital and CIR/SEIU, the Hospital will deduct from each Resident's pay funds for CIR/SEIU's Voluntary Political Action Contribution (PAC) Fund.

**Article 3**  
**Wages**

1. The appointment of a Resident shall be based on his/her appropriate Post Graduate Year (hereafter "PGY"), which shall be determined as follows:

a. A Resident who has not completed at least one year of service in an ACGME or AMA-CPME-ADA-APA accredited training program shall be placed at the PGY-1 level.

b. A Resident who has completed one or more years of service in an ACGME or AMA-CPME-ADA-APA accredited training program shall be placed at the PGY level which equals the number of such years of service plus one (e.g., a Resident who has completed two years of service in such training program shall be placed at PGY 3). A Resident required to spend a prerequisite period of service, in an ACGME or AMA-CPME-ADA-APA accredited training program in a specialty other than that in which he/she is serving shall be classified on the basis of cumulative years of such service, provided, however, that in the event a Resident changes his/her specialty, he/she shall receive a maximum credit of two years for prior service in such other ACGME or AMA-CPME-ADA-APA accredited training program. Where there is a claimed violation of credit for prior service, retroactive pay shall be limited to 60 days prior to the date on which the Hospital is first notified of such a claim.

c. When some or all of the prior service of a Resident has been in a non-ACGME or AMA-CPME-ADA-APA accredited training program, he/she shall, at a minimum, be classified at the PGY level appropriate to the years of service he/she has completed in an ACGME-AMA-CPME-ADA-APA accredited training program. Non-ACGME or AMA-CPME-ADA-APA training will be evaluated by the individual chairman in reference to assignment of PGY levels for salary purposes. Such training will be re-evaluated if full accreditation is received and upon presentation to the chairman, however, the final decision will be made by the DIO and/or SVP of Academic Affairs. Increased standing by a Specialty Board for non-ACGME or AMA-CPME-ADA-APA accredited training programs shall not apply retroactively during the term of this contract, but be

effective only from the time the affected resident submits such determination to his/her director and to the Hospital's Personnel Department.

2. A Resident converted to a PGY level pursuant to Section 1 shall, if hereinafter reappointed, be deemed to have served the number of years in an ACGME or AMA-CPME-ADA-APA accredited training program applicable to the PGY level to which he/she has been converted and equated pursuant to the said Section 1.

3. A Resident who during the term of this agreement, successfully completed his/her service for a year and is reappointed to service for an additional year shall be advanced to the next higher PGY level. Conversely, a Resident, who does not successfully complete a year of service and is asked to repeat any portion of the year, will not advance to the next higher level.

4. A year of service in a training program as herein referred to shall mean a year of service in a training program which shall have been certified as having been completed by the appropriate hospital authority.

5. Effective January 1<sup>st</sup> 2020, the annual salary rates of all residents shall be:

PGY Level	1/1/2019	1/1/2020 2.4%	1/1/2021 2.4%	1/1/2022 2.4%
1	\$62,422	\$63,920	\$65,454	\$67,025
2	\$67,781	\$69,408	\$71,074	\$72,779
3	\$74,475	\$76,262	\$78,093	\$79,967
4	\$76,880	\$78,725	\$80,615	\$82,549
5	\$79,414	\$81,320	\$83,272	\$85,270
6	\$81,138	\$83,085	\$85,079	\$87,121
7	\$84,636	\$86,667	\$88,747	\$90,877
8	\$89,765	\$91,919	\$94,125	\$96,384

6. The Hospital will create a Quality Improvement bonus pool equivalent to \$500 per resident which will be payable into HSO's paychecks in June of 2018, and June of 2019 subject to the following:

- i. Each department as defined in subsection ii below will select a quality improvement project with approval from the DIO.
- ii. Departments
  - a. Medicine with fellowships



- b. Surgery and Urology
- c. Pediatrics
- d. Psychiatry and Child Psychiatry
- e. Dental and OMFS
- iii. Successful accomplishment of project would entail reaching mutually agreed upon goal (e.g., 50% increase, 25% reduction) in accepted time frame (e.g., 6 months).
- iv. Example project- to increase ultrasound guidance of central lines
- v. placed by resident.
  - a. Required data- what is baseline? Either pull from sample of charts (all procedure notes in EPIC for one month or random) or if no baseline possible then collect baseline.
  - b. Implement improvement
  - c. Provide monthly reports of data to DIO and department/program leadership
- vi. Pay structure to be determined by residents (e.g. could be flat \$500 to resident upon attainment of "target goal", or tiered distribution such as \$250 for attainment of "threshold" and an additional \$250 for attainment of "target goal".) The pay structure needs to be the same for all departments and determined to be non-discriminatory by the Brookdale Human Resources Department and agreed upon when the quality part of this project is finalized.

7. Effective July 1, 2017 the hospital agrees to pay Chief Residents a differential of \$3,000 per year to be paid on a pro-rated basis each month. Smaller programs (Fellowships, Pediatric Dentistry, and Dental General Practice Residency), will be given the option of nominating one (1) chief residents or splitting the role between two (2) residents. For the chief residents assigned to a portion of the year (6 months) will receive a chief differential of \$1,500 for the year.

8. Effective June 1, 2020, residents shall be paid in full for 3 days of Orientation at their appropriate PGY pay rate.

## **Article 4**

### **Meals**

1. The Hospital shall provide each Resident with an annual meal allowance. The meal allowance shall be paid biweekly and shall not be reduced as a result of a Resident exercising a contractual right to take time off for vacation, sick leave, examinations, conference time, or any other contractually guaranteed time off. The meal allowance shall be set at \$2,900. This provision is not subject to the grievance and arbitration process.
2. The Hospital shall provide vegan and kosher options.
3. The Hospital agrees to provide and maintain vending machines stocked with an adequate variety of food and drink for use by Residents twenty four (24) hours per day.

## **Article 5**

### **Health & Welfare Benefits**

1. The Hospital shall make monthly contributions for the purpose of providing health and welfare benefits for each resident employed within the CIR/SEIU bargaining unit and their eligible dependants to the Voluntary Hospitals House Staff Benefits Plan (VHHSBP) on the first day of each month. The contributions shall be made for the purpose of providing each Resident and their eligible dependants with hospital, medical, major medical, dental, life (participant and spouse only), dismemberment (participant only), disability (participant only) coverage and legal services (through the CIR Legal Services) and any other benefit as defined in the Summary Plan Description to participants in the VHHSBP, and the VHHSBP shall thereupon provide such benefits ("the covered benefits").
2. Effective on the dates noted below, the hospital shall contribute the specified monthly sums to the VHHSBP for each Resident for the purpose of providing the covered benefits to the Resident and their eligible dependants in the VHHSBP.

Effective Date	Applicable Monthly Contribution Rate for Each Resident
January 1, 2020	\$1039
January 1, 2021	\$1112
January 1, 2022	\$1190

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

3. The dependents of the participant shall be as defined in the VHHSBP Summary Plan Description.

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

5. The Hospital shall provide these lists (cited above in paragraph 4) to CIR/SEIU in an Excel-compatible spreadsheet via email. The excel spreadsheet template shall be as follows:

Last Name (family name)  
First Name  
Middle Name (if any)  
Last four (4) digits of Social Security # plus Kronos ID number  
Current PGY Level  
Date of Hire  
Department  
Street Address (multiple lines separated by semicolon ";")  
City  
State  
Zip Code  
Email  
Home Phone #  
Member/Agency Fee Payer (M for member, A for agency fee payer)  
Family status (S for single and F for family)  
Date of Birth

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

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

7. The Hospital shall continue to provide New York State Disability insurance to its Residents.

8. The Hospital shall continue to provide and administer a Flexible Spending Account for IRS eligible Dependent Care Expenses for each Resident with eligible dependents subject to and in accordance with the Hospital's program. The Hospital will

allow Residents to elect to make voluntary payroll deductions up to the allowable IRS maximum for said account.

## **Article 6**

### **Vacations/Holidays**

1. The annual vacation allowance for Residents employed for a twelve (12) month period shall be four (4) weeks. With the permission of the Program Director of the Department, Residents shall be permitted to split vacation time or use it as a whole unit at the Resident's choice. Such permission shall not be unreasonably denied.

2. When, due to the needs of a given service, it is necessary to limit vacations, they may be limited to the extent of one week only per Resident at the discretion of his/her Department Director, and pay for lost vacation shall be granted.

3. Anything to the contrary herein notwithstanding, lesser vacation benefits may be provided where appropriate Specialty Boards require lesser vacation terms and pay for lost vacation shall be granted.

4. Anything to the contrary herein notwithstanding, pay in lieu of vacation shall be provided in the case of residents serving their first year of residency, where full Resident coverage in the given service cannot, in the discretion of the appropriate Department Director, be obtained.

5. Vacations must be taken during the year they are accrued.

6. Holidays. The following days shall be considered holidays with pay: New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and four (4) Floating Holidays.

7. When one of the named holiday falls on a Saturday or Sunday, the resident shall receive an alternate day off with pay within 60 days of the holiday. If the Resident is scheduled to be off on a weekend "named" holiday, he/she will be given the choice of another day off within 60 days of the "named" holiday or an additional day's pay. All residents required to work on a "named" holiday, or whose on-call hours extend into a holiday, will receive either an additional paid day off within 60 days or an additional day's pay. Alternative days off may be taken in advance of the scheduled holiday with

permission of the Program Director. Unused alternative days can be carried over into the following calendar year with permission of the Program Director.

## **Article 7**

### **Malpractice Insurance**

1. The Hospital will maintain in effect a commercial professional liability insurance policy covering the Hospital and all Residents, with total limits of no less than \$1,000,000 for each claim and \$3,000,000 in the aggregate annually.

2. The Hospital shall indemnify and hold harmless each Resident against any and all liabilities, loss, damage, costs, and expenses of whatever kind, including counsel and attorney fees, arising from any professional liability claim or lawsuit, which they may incur by reason of negligent acts or omissions committed or performed within the scope of their employment, studies, administrative or committee functions or responsibilities, and which are in excess of limits of coverage of any applicable commercial professional liability insurance policy, subject to the following exclusions:

- a. Criminal actions or proceedings;
- b. Assault and battery committed by or at the direction of a Resident and which alleged actions are clearly not within the proper scope of a Resident's duties or functions.;
- c. Payment of an award of punitive damages: Coverage as described herein shall otherwise apply in cases where both compensatory and punitive damages are sought, including the payment of any compensatory damages awarded in such cases;

3. Each Resident shall be protected by the coverage hereunder regardless of whether the Resident is still employed by the Hospital at the time a professional liability claim or lawsuit is made, filed, or served, or served, provided it is arising from acts or omissions within the scope of his/her employment.

4. Each Resident, while on rotation to an affiliated institution, shall be protected from professional liability claims and lawsuits by coverage and indemnification comparable to that provided in this Article, including protection from claims reported or lawsuits filed

after completion of the Resident's assignment to that institution. Upon request, CIR or a Resident will be provided by the Hospital with the details of the professional liability coverage for Residents rotating to an affiliated institution.

5. In the event any legal action is taken against any Resident for an act or omission hereinbefore set forth, either jointly with the Hospital or individually, the Hospital shall defend such action at its sole expense. However, both the professional liability insurance coverage for the Residents and the Hospital's obligation to defend and indemnify the Residents as set forth above are conditioned upon the Resident's cooperation in the defense of any professional liability claim or lawsuit.

6. Upon request, the Hospital shall provide the Resident with a copy of the Declarations Page of the professional liability insurance policy in effect, together with a copy of this Article and a description of the Hospital's Risk Management procedures.

7. Upon request, but no more than annually, the Hospital shall provide CIR with a copy of the professional liability insurance policy in effect covering Residents.

8. a. The Hospital will promptly notify CIR of any notice of cancellation or lapse in professional liability insurance coverage applicable to Residents.

b. The Hospital will notify CIR prior to changing insurance carriers or coverage amounts and shall provide documentation as necessary to CIR to show continuity of coverage for the Residents and comparability with the policy described in paragraph 1 hereinabove.

## **Article 8**

### **On-Call Rooms, Lockers & Lounges**

1. On call rooms shall be properly maintained seven (7) days a week. Maintenance shall include, but not be limited to, clean linens and towels daily, rooms and bathrooms swept and/or mopped, and fixtures cleaned on a regular basis. Bathrooms and showers shall be readily accessible. The Hospital shall make its best effort to provide sufficient on-call rooms. On-call rooms for Housestaff Officers shall not be forfeited for use by Non- HSO residents or attending physicians without sufficient advance notice and consultation with the CIR.

2. The Hospital shall make every effort to provide for separation by gender (i.e. one for male, one for female).

3. For every three (3) Residents on-call, there shall be a computer with free internet and free intranet access where available. All computers will have access to printers and hospital databases.

4. The Hospital shall provide a full-length locker for each Resident in a safe and secure area.

5. The hospital shall maintain a resident lounge for the exclusive use of Residents. Lounges shall be furnished with couches, chairs, bulletin boards, reading lamps and tables, a television, a microwave, a refrigerator, a coffee machine, and at least two working house telephones with access to regional area codes.

6. On-Call rooms shall be provided in the Hospital to all Residents who are rotating at any of the three sites. Preference shall be given to residents taking 24hr call.

7. On-Call rooms shall have workable locks readily available to each Resident. The On-call rooms shall be properly air conditioned in the summer months and properly heated during the winter months to the best of the Hospitals' ability.

## **Article 9**

### **Access to Files**

1. Upon reasonable request, and in any case where discipline is contemplated, Residents shall be able to review and receive copies of their evaluation/performance reviews maintained by their program. This information should include evaluations and or exams taken while training at the Hospital. The Hospital shall comply with any Resident's request for access to his/her file as soon as practical but in no case later than 72 hours, exclusive of weekends, after the request is made.

2. All Residents shall have access to their personnel files with right to respond to any Hospital evaluatory statements with a written statement, which shall be added to the file. Residents shall be permitted to challenge the validity of any Hospital documents in their files through the grievance procedure. It is understood that the



private reference submissions sent to the Hospital prior to employment are not covered by this Article.

3. Residents shall be notified when any evaluation, complaint, or disciplinary notice is placed in their file.

## **Article 10**

### **Laundry**

1. The Hospital shall provide laundering services for white coats and scrubs without charge to the residents. White coats and scrubs shall be readily accessible at all times.

2. The Hospital shall provide a minimum of three (3) and a maximum of six (6) white coats and scrubs without charge to the residents.

## **Article 11**

### **Residency Reduction**

1. An incumbent Resident shall not be prevented from completing his/her residency program because of the Hospital's decision, for budgetary reasons or to reduce the number of residents in the program. The foregoing provisions shall not be construed to affect existing rights of the parties regarding renewal of appointments, except that questions regarding non-renewal of Residents appointments may be processed in accordance with Article 13 (Grievance Procedure). The Hospital shall use its best efforts to place incumbent residents whose positions are affected.

2. The Hospital will immediately notify CIR/SEIU and the Resident(s) affected and the CIR/SEIU in writing:

a. Within thirty (30) days of a final decision to discontinue any training program or change in the disposition and/or configuration of a program for any reason.

b. Immediately upon final receipt from the ACGME, and ADA notification regarding non-accreditation or probation or similar change in the professional status of any training program.

3. In the event of termination, transfer or reduction in size of any residency program for any reason whatsoever, the Hospital shall make every effort, including making phone calls in search of open residency slots and writing supportive letters of recommendation, to place the affected Resident(s) in other accredited residency programs, including but not limited to residency programs at any other sites. The Hospital will also support all appeals to the termination transfer or reduction in size to any residency program. In such event, the Hospital will make every best effort to temporarily expand the number of residency slots at any of the Hospital's site to accommodate displaced residents, subject to regulatory body's approval.

4. The Hospital will provide immediate written notification to CIR/SEIU of all scheduled and pending site inspections, reviews and inspections reports made by ACGME, JCAHO, and ADA, and all other relevant accrediting bodies.

## **Article 12**

### **Leave Time**

1. Leave time shall include sick leave, maternity leave, bereavement leave, paternity leave, and marital leave. Any leave time taken by the Resident will constitute time lost from the Residency program and will further constitute a significant factor in determining specialty board eligibility and certification. The Resident may obtain a copy of specialty board requirements from his/her Program or directly from the specialty board's website.

Program Directors will review with their Residents the implications of taking leave in the context of satisfying specialty board requirements. The Resident's Program Director shall also determine whether the Resident has satisfactorily completed the Residency Program in accordance with specialty board requirements. Leave time taken by the Resident during the year that exceeds the amount allowed by the Resident's specialty board shall be made up in accordance with residency program requirements.

The Resident agrees to review his/her applicable specialty board requirements from time to time in order to understand the impact that excessive leave will have upon the Resident's board eligibility or ability to successfully complete the residency program.

The Resident understands and agrees that he/she is not automatically entitled to additional training beyond the number of years required for his/her program and that any extension of training time must be approved by the Chief Financial Officer, Program Director, the Director of Medical Education and the Graduate Medical Education Committee or its appointed *ad hoc* committee.

2. Sick Leave. Twelve (12) days of paid sick leave shall be provided per year cumulative to a maximum of forty-eight (48) days. Sick days shall be pro-rated as follows. Six (6) sick days shall be made available on the date of hire and another six (6) days mid-year. For extenuating circumstances, residents may be allowed to apply up to twelve (12) sick days in their first year. Subsequent years will be based on accrual. Disability due to maternity shall be considered as sick leave.

In accordance with New York City Law, at no time shall any House Staff Officer exercising a contractual right to use leave time be required to arrange for alternate coverage.

Where a Resident is absent for an episode of illness for several days including two consecutive nights of on-call and, upon request, provides satisfactory documentation from his/her personal physician, or where a Resident resigns from his/her residency program, the coverage shall be provided by Residents. Daytime coverage for a sick or disabled Resident shall be shared by the remaining Residents where such additional duties are not unreasonably burdensome.

House Staff Officers will not be required to make up on-calls missed while on sick leave. Coverage for such missed on call assignments will be provided by other House Staff Officers. House Staff Officers may choose to voluntarily exchange on call assignments for their mutual benefit. The assignment of additional on call shall be done in a fair and equitable manner.

At no time shall House Staff Officers be required to make up contractually obligated leave time unless necessitated by appropriate specialty board graduation requirements. Such additional time, if needed, shall be communicated by the Program Director to individual HSOs in writing and shall include number of days needed and plan to ensure compliance with requirements before end of residency.

For necessary appointments, residents shall provide two week's notice to Chief Residents (excluding emergency sick visits). Upon receiving written notice, Chief Residents will find coverage.

3. Maternity & Paternity Leave. Residents who are pregnant shall, upon their request and with proper notification to their departments and documentation from their personal physician, be assigned electives and rotations appropriate to their condition, relieved of a reasonable and limited amount of night call and exposure to particularly harmful disease, radiation, and chemicals, and be allowed to schedule personal medical visits when necessary. Such requested changes shall be in conformity with the rules of the Resident's specialty board.

The Hospital may require such Residents to present documentation from their personal physician that they are able to continue at or return to work. Unless the department chairman declares that they are unable to work, pregnant Residents may continue to work as long as they perform their modified duties in such a way as to meet satisfactory levels appropriate to their specialty board and departmental requirements before they use their accrued paid and unpaid leave time as specified in Article 11.

Upon request, new mothers and fathers shall be granted up to 12 months leave of absence without pay in addition to accrued paid holidays, sick and vacation time for maternity, child care and disability. Such Residents shall be allowed to return to their positions without loss of earned credit for full or partial years of service providing that such accreditation allowances shall be made within the rules or guidelines of the Resident's specialty board. The payment of short term and long-term disability compensation and the extension of insurance coverage shall be as per the provisions specified in the respective plans.

The Residents shall be allowed to schedule time for childbirth training classes for themselves or with their co-parent as necessary. Adoption shall be treated the same as birth for all appropriate, leave-time purposes. Any child or day-care services provided to other hospital employees shall also be offered to Residents.

4. Bereavement Leave. A Resident shall be paid at his/her regular pay for three (3) working days absence in the event of the death of a grandparent, parent, spouse, child, domestic partner, legal dependent or brother or sister.

5. Non-Birth Partner Leave. Non-birth partners shall have two (2) days parental leave.

6. Marital Leave. Residents shall have three (3) days marital leave

7. Education Leave

a. Time off with pay for specialty exams, will be granted for a period not to exceed 3 days in which the exams are actually given.

b. Education leave up to three (3) days with pay, to attend medical conferences shall be granted to eligible employees, provided that appropriate coverage can be arranged within the department. Eligible employees are those Residents in the final year of their basic residency, and any Resident who is a Chief Resident or Fellow.

c. The Hospital shall pay for all expenses, including travel, room and board, registration fees, and incidental spending for any Resident who is presenting a paper on behalf of the Hospital or is invited to talk at a conference, or is asked to attend by the Hospital.

d. When a Resident is required to take the ACLS course or any of the required certification courses he/she shall be given time off for the length of the course. Coverage shall be arranged by the Department as required, except in an emergency, but at no additional cost to the hospital.

8. Convention Leave & Union Business. A maximum of four (4) CIR/SEIU Delegates shall be granted paid leave time such that they may attend the annual CIR/SEIU convention and periodic Labor-Management meetings. Thirty (30) days notice shall be provided to the Hospital.

9. Jury Duty. Each Resident shall receive time off with pay for jury duty. Each resident shall be paid for jury duty leave at his/her regular rate of pay. House Staff Officers will be required to provide proof of Jury duty summons as well as proof of attendance.

10. Any leave time taken by a resident during the year that exceeds the amount allowed by the resident's specialty board shall be made up at the discretion of the Program Director.

**Article 13**  
**Grievance Procedure**

1. A grievance shall be defined as a dispute regarding: (a) the interpretation or application of the terms of this written Agreement or (b) regular and recurrent assignment of a Resident to duties not appropriate to a Resident. A grievance may be brought by an individual Resident and the CIR/SEIU, or by the CIR/SEIU alone, and shall be undertaken pursuant to a three (3) step grievance procedure as follows:

2. **FIRST STEP:** The Resident and the CIR/SEIU shall take the grievance up directly with the Department's Chair, Program Director or Administrator involved within forty-five (45) calendar days after the individual Resident or CIR/SEIU had knowledge of the occurrence of the incident on which the grievance is based. The Department Director or Administrator shall give his/her answer to the Resident and the CIR/SEIU within five (5) working days thereafter.

**SECOND STEP:** If no satisfactory settlement is reached at the First Step, the CIR/SEIU may present the grievance in writing to the Hospital's Vice President of Human Resources or his/her designated representative within five (5) working days after the Department Director or Administrator has given his/her answer at Step 1.

The Vice President of Human Resources or his/her representative will meet with a representative of the CIR/SEIU within ten (10) working days after receipt of the written grievance and shall give his/her answer in writing to the written grievance within ten (10) working days after he/she meets with the CIR/SEIU representative.

**THIRD STEP:** If any grievance is not disposed of at Step 2, the CIR/SEIU may, within ten (10) working days after it receives the Vice President of Human Resource's or his/her representative's written response at Step 2, submit the dispute to final and binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

3. Grievances regarding the timeliness of notification of non-renewal pursuant to the Article 15, Individual Contracts, shall be submitted to arbitration.

4. In the event a grievance is of a general nature affecting either all the Residents of a single service or two or more Residents assigned to different services, the CIR/SEIU may file such grievances at Step 2 without resort to Step 1.

5. The parties shall bear equally the fees and expenses of the arbitrator.

6. Failure by a Resident or the CIR/SEIU to follow the time limits specified in this Article shall constitute a waiver of the right to further process the grievance. Failure by the Hospital to respond within the time limits prescribed shall be deemed a denial of the grievance.

7. For the purposes of the Article, workdays shall not include Saturdays, Sundays or holidays.

## **Article 14**

### **Disciplinary Action**

A. Adverse Actions.

1. Adverse actions are not considered disciplinary and are limited to the decision to non-renew a House Staff Officer's individual contract; to withhold residency credit; to not promote a House Staff Officer to the next level of training; to require the House Staff Officer to repeat a year; or to withhold permission to take the specialty board examination. Adverse actions shall not be subject to the grievance and arbitration procedure and shall instead be subject to the internal hearing procedure set forth below.

2. A House Staff Officer shall be notified in writing of any adverse action and such written notice shall include a description of the reason(s) that the adverse action is being taken. A copy of the written notice shall be sent by email to CIR within 72 hours after it is presented to the House Staff Officer.

3. Adverse actions may be appealed by a House Staff Officer by requesting in writing a hearing before an internal hearing committee. The request must be sent to the Director of Graduate Medical Education within 21 calendar days of receipt of the written notice of adverse action.

a. Within 14 calendar days of receipt of the House Staff Officer's request for a hearing, the Director of GME shall appoint an ad hoc hearing committee. The hearing

committee shall be comprised of four members. The ad-hoc hearing committee shall include two Hospital appointees, chosen by the Hospital; and two House Staff Officers chosen by CIR. No committee member shall be from the same department as the House Staff Officer who is the subject of the adverse action. A hearing shall be held within 21 working days of the appointment of a hearing committee, unless the parties agree to a later date in writing.

b. If a hearing is requested, the committee shall hear and evaluate all data related to the adverse action and shall give the House Staff Officer a full and unimpaired right to present evidence. All data provided to the committee shall be simultaneously provided to the Hospital and the House Staff Officer. The House Staff Officer may have a CIR representative at the hearing. After presentation of the evidence, the committee shall meet in closed session to consider the evidence and the proposed adverse action. The committee shall have the authority to accept, reject, or modify the proposed adverse action, and such decision shall be by majority vote. Should the committee's vote end in a tie, then the Hospital DIO shall make the final decision. A written decision shall be issued within 10 working days after the conclusion of the hearing. Except for matters that may reasonably be expected to require reporting to, trigger the review of, or incur the implementation of corrective action in response to, any hospital or professional oversight agency, organization or accreditation body (a "Regulatory Event"), the committee's decision shall be final and not subject to arbitration. In the case of a Regulatory Event, the committee's decision shall be forwarded to the Hospital's CEO for final and binding determination.

**B. Disciplinary Actions.**

Disciplinary actions are defined as written reprimands/warnings, suspensions and terminations. A disciplinary action may be appealed and the appeal process shall differ depending on whether the action is taken for academic or non-academic reasons. A House Staff Officer shall be notified in writing of any disciplinary action and such notice shall describe the discipline being imposed and a description of the reasons for the disciplinary action. A copy of the notice shall be sent by email to CIR within 72 hours after it is presented to the House Staff Officer.



## 1. Disciplinary Actions for Academic Reasons

A disciplinary action taken for academic reasons is one that is based upon a House Staff Officer's alleged deficient fund of medical knowledge as well as the development of the clinical skills necessary to function as a physician in the House Staff Officer's medical specialty. Disciplinary actions taken for any other reason shall be a non-academic disciplinary action.

Disciplinary actions taken for academic reasons may be appealed by a House Staff Officer by requesting in writing a hearing before an internal hearing committee. The request must be sent to the Director of Graduate Medical Education within 21 calendar days of receipt of the written charges and proposed disciplinary action.

a. Within 14 calendar days of receipt of the House Staff Officer's request for a hearing, the Director of GME shall appoint an ad hoc hearing committee. The hearing committee shall be comprised of four members. The ad-hoc hearing committee shall include two Hospital appointees, chosen by the Hospital; and two House Staff Officers chosen by CIR. No committee member shall be from the same department as the House Staff Officer who is the subject of the disciplinary action. A hearing shall be held within 21 working days of the appointment of a hearing committee, unless the parties agree to a later date in writing.

b. If a hearing is requested, the committee shall hear and evaluate all data related to the disciplinary action and shall give the House Staff Officer a full and unimpaired right to present evidence. The House Staff Officer may have a CIR representative to represent them at the hearing. After presentation of the evidence, the committee shall meet in closed session to consider the evidence and the proposed disciplinary action for academic reasons. The committee shall have the authority to accept, reject, or modify the proposed adverse action, and such decision shall be by majority vote. Should the committee's vote end in a tie, then the Hospital DIO shall make the final decision. A written decision shall be issued within 10 working days after the conclusion of the hearing. Except for matters that may reasonably be expected to require reporting to, trigger the review of, or incur the implementation of corrective action in response to, any hospital or professional oversight agency, organization or accreditation body (a "Regulatory Event"), the committee's decision shall be final and

not subject to arbitration. In the case of a Regulatory Event, the committee's decision shall be forwarded to the Hospital's CEO for final and binding determination.

2. Disciplinary Action for Non-Academic Reasons.

A disciplinary action that is taken for reasons other than a House Staff Officer's deficient fund of medical knowledge or development of the clinical skills necessary to function as a physician in the House Staff Officer's medical specialty is a disciplinary action for non-academic reasons. A disciplinary action taken for non-academic reasons may be appealed pursuant to the following procedure.

a. Step I: A House Staff Officer who wishes to appeal a disciplinary action for non-academic reasons must file a written appeal to the Vice President of Human Resources or his or her designee within twenty-one (21) calendar days of receipt of the notice of disciplinary action. The Vice President of Human Resources or designee shall take appropriate steps to consider the appeal, including meeting with the Union within ten (10) calendar days of receipt of the written appeal, and shall reply in writing to the Union no later than fourteen (14) calendar days after the meeting.

b. Step II: If the appeal is not satisfactorily resolved in Step I, the Union may appeal the Step I decision to arbitration within twenty (20) calendar days of the Step I determination by submitting the dispute to final and binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). If the Union does not appeal the Step I decision to arbitration within twenty (20) calendar days of the Step II determination, the appeal shall be considered waived. The fees and expenses of the AAA and the arbitrator shall be shared equally by the Union and the Hospital.

C. Disciplinary and Adverse Action Rules.

1. No disciplinary action or adverse action shall be imposed against any House Staff Officer except for just cause.

2. The Hospital will provide House Staff Officers with time off to be present at all disciplinary and adverse action hearings and grievance meetings. The failure of the House Staff Officer to appear at a hearing without good cause shall result in the disciplinary action or adverse action being upheld.

3. Prior to a House Staff Officer being brought into a disciplinary or adverse action conference, or an investigational conference that may lead to an adverse action or discipline of the House Staff Officer being interviewed, the Hospital representative shall inform the House Staff Officer of the nature of the conference, including the possibility of a discipline or an adverse action being issued. The House Staff Officer shall have the right to have a CIR representative at either of these conferences. In the event a representative is requested, but not available, the Hospital may temporarily reassign the House Staff Officer from clinical duties or remove them from duty, as appropriate.

4. The Hospital shall not prohibit CIR representation of a House Staff Officer at any Adverse or Disciplinary Action proceeding. Internal hearing committee proceedings conducted under this Article are private and no external parties, including the House Staff Officer's personal counsel, will be permitted.

D. Remediation.

It is the program's responsibility to inform a House Staff Officer in a timely manner if his/her performance is substandard and to make clear (verbally and in writing) what specific aspects of the House Staff Officer's performance need improvement.

Remediation plans shall be in writing and include a reasonable timetable as determined by the program director, specific goals for improvement and a specific plan to achieve those goals. The development of a remediation plan is a collaborative process that should be discussed with the House Staff Officer for his/her input and, after consultation with the House Staff Officer, may include the assignment of a mentor. A remediation plan is an educational tool to assist the House Staff Officer in meeting performance standards and is not considered a disciplinary action. An initial remediation plan may, but need not, be imposed in conjunction with the placement of a House Staff Officer on probation. However, the parties agree that when possible a House Staff Officer should be given an opportunity to address any performance problems through remediation prior to being placed on probation.

E. Probation.

If a House Staff Officer is placed on probation for not successfully completing remediation, or for any other 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 a date upon which the probation will be reviewed. Probation cannot be imposed until the House Staff Officer has received notice either in person or to his/her email address.

**Article 15**  
**Individual Contracts**

1. Each Resident shall, prior to his/her employment by the Hospital, receive a written contract not inconsistent with any of the provisions herein which shall set forth the Hospital commitments to such Residents in the following areas: (a) PGY level and wages appropriate to that PGY level and (b) malpractice insurance. The individual contract shall also state that CIR/SEIU is the exclusive bargaining agent for the terms and conditions of employment.

2. The form of individual contract presently used by the Hospital shall be furnished to the CIR/SEIU and, if changed, a copy of any such change will be furnished to the CIR/SEIU prior to its use.

3. Offers of appointment for returning Residents must be in writing by January 31.

4. This article does not apply to situations of program closure or downsizing.

5. Any resident whose contract is not renewed must be notified in writing.

6. If a program is uncertain whether to renew a Resident's contract, it may choose to give the Resident a Conditional Renewal in writing in a meeting with him/her (by November 15 for PGY 2 and above and December 15 for PGY 1). The Conditional Renewal must specify what aspects of the Resident's performance must improve and include a remediation plan and a date no later than January 15 for PGY 2 and above and February 15 for PGY 1 to be given a contract renewal or be informed of the non-renewal. The Resident can request a second meeting with the program director to

review the terms of the conditional renewal and can bring a CIR/SEIU representative to that meeting.

7. The form of individual contract shall not be inconsistent with any of the provisions of this Agreement.

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

## **Article 16**

### **Work Schedules**

1. No Resident shall be required to perform on-call duty in the Hospital more frequently than one (1) night in three (3) as the term one (1) night in three (3) is commonly understood.

2. The Hospital shall be in full compliance with the New York State Department of Health Section 405 and any other accrediting body's duty hour requirement.

## **Article 17**

### **Parking**

1. The Hospital shall provide for sufficient number of spaces for all Residents in its parking facilities. The Hospital agrees to cooperate with the Residents in their effort to recover any damage or losses incurred while their cars are parked in Hospital facilities.

2. The Hospital shall provide three (3) months notice if parking rates are increasing.

3. The Hospital shall provide the Residents with safe and secure parking garage or area. Residents shall be entitled to have a security officer escort them to their car upon request. The Hospital shall provide that the parking is well lit and that it has sufficient security.

**Article 18**  
**Prohibition Against Discrimination**

Neither the Hospital nor the CIR/SEIU shall discriminate against or in favor of any employee. The Hospital agrees that the opportunity to give and obtain Equal Employment Opportunity to mean: "The treatment of all employees and applicants for employment without unlawful discrimination as to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, religion, citizenship status, place of medical education or union activity in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment."

**Article 19**  
**Out of Title Work**

1. Staffing shall be sufficient so that in the event of illness, injury, vacation, leave time, or resignation, Residents can be replaced without an unreasonable or permanent increase in the workload, on-call schedule, or Emergency Room duties or a decrease in elective time of other Residents. Residents who are out shall not have to make up time except where required by Specialty Board standards.

2. The parties recognize that Residents have professional responsibilities for the care and treatment of patients. Residents in both Inpatient and Outpatient Services shall not regularly or recurrently be assigned or expected to perform various support functions including IV services, clerical services, routine vital signs and weights, phlebotomy services, offsite patient transport, and services pertaining to the movement of patients and materials within the Hospital.

3. The Hospital recognizes that the provision of minimum standard of ancillary and support services is a fundamental institutional responsibility. These services include IV therapy, phlebotomy, clerical support on ambulatory and inpatient

clinical units, EKG service, interpreter service, and the movement of patients and materials about the facility in a timely manner.

4. The hospital and CIR shall form a joint committee that will include the DIO, CNO, CMO, SVP of Operations and/or Designee to review and make recommendations regarding ancillary services. Meetings will be scheduled at mutually agreed upon times to discuss data collected by CIR.

## **Article 20**

### **Education**

The Hospital agrees to provide a suitable environment for the medical education experience and training program that meets the general requirements of the essentials of all appropriate residency accrediting bodies. Residents shall be exempt from clinical duties in order to be provided with protected time to participate in core didactic activities.

## **Article 21**

### **Education Allowance**

1. Effective July 1, 2014, the Hospital will provide the Professional Education Benefit (PEB) in place of the current provisions at a cost of \$55 per resident per month. Effective July 1, 2014, the Hospital shall make monthly contributions of \$55 dollars per resident to the Voluntary Hospital House Staff Benefits Plan of the Committee of Interns and Residents (VHHSBP) , for the purpose of providing each resident with the Professional Educational Benefit (PEB). The VHHSBP will provide a \$650 educational benefit per eligible resident per VHHSBP plan year which is July to June.

Effective July 1, 2020, the Hospital shall make monthly contributions of \$64.13 per resident to the VHHSBP. The VHHSBP will provide a \$750 education benefit per eligible resident per VHHSBP plan year which is July to June.

2. In their final program year, residents shall be entitled to three (3) days approved paid leave to attend a board review conference.

**Article 22**  
**Committees**

1. In the interest of sound labor relations, CIR/SEIU and the Hospital will form a Labor-Management Committee made up of CIR/SEIU Representatives, and the Hospital Medical Director and his/her designees. The Labor-Management Committee shall meet on an as needed basis to discuss and address any issues and concerns. In addition, the Labor-Management Committee may discuss and attempt to reach a mutually agreeable solution to any problems arising from the implementation or interpretation of this Agreement in an effort to resolve issues of concern prior to the formal Grievance Procedure.

2. Whereas the parties acknowledge a mutual desire to ensure continued optimization of technology, a portion of the monthly GME Committee will be devoted to technology/workflow issues, suggestions, and updates.

**Article 23**  
**Political Action Check-Off (PAC)**

The Hospital agrees that, upon written authorization from a Resident on a form agreed upon by the Hospital and CIR/SEIU, the Hospital will deduct from each Resident's pay funds for CIR/SEIU's Voluntary Political Action Contribution (PAC) Fund.

**Article 24**  
**Rotational Expenses**

Residents shall be reimbursed for actual travel (gas, taxi, and metrocard), using the least expensive means if travel, and parking expenses incurred on mandatory rotations at other hospitals. Residents must provide receipts in order to be reimbursed. Residents must submit receipts and requests for reimbursement within 30 days of incurring the expense. Brookdale will make best efforts to reimburse residents within 30 days of submission.



**Article 25**  
**Moonlighting**

1. Moonlighting is prohibited during the Residents first post graduate year (PGY-1).
2. During PGY-2 and thereafter, moonlighting is permitted if it does not impinge on or interfere with the Resident's performance of his/her required duties at the Hospital and provided that it is in conformance with all applicable legislative requirements and has been approved by the Program Director of the Resident's specialty and malpractice insurance is provided by the second employer.
3. If, in the opinion of the DIO and/or SVP of Academic Affairs, moonlighting has impinged on or interfered with a Resident's primary obligations, the DIO may request in writing that the moonlighting cease.
4. These items shall not be grievable through the Hospital's CIR/SEIU contract.
5. Residents shall not be required to engage in moonlighting.
6. Residents shall comply with the New York State Department of Health Section 405.

**Article 26**  
**Safety and Health**

1. Residents shall comply with the New York State Department of Health. The Hospital shall provide a healthy and safe work environment for the Residents and comply with Federal, State, and local health and safety laws.
2. Personal protection equipment that consists of masks, gloves, gowns, goggles, safe needles, and other appropriate equipment as needed shall be available on each patient unit, in the emergency room, in the operating room, and other areas where needed. Residents shall be responsible for properly discarding equipment and sharps immediately after treating patients and shall follow all the medical center's safety rules and regulations.

## **Article 27**

### **Medical Education Benefits**

The Hospital shall pay for all BCLS, ACLS, ATLS, and PALS courses for their full certification and subsequent re-certification for each Resident applicable to their specialty and shall provide each Resident with time off for the length of such courses.

## **Article 28**

### **Medical Board Representation**

1. The Hospital shall include in the regular membership of each of the Hospital Medical Board two (2) non-voting representatives of the Residents, to be elected by their peers.

Resident representatives shall be timely notified, in writing whenever possible, of all scheduled meetings and proposed agendas of the Medical Board and/or committees thereof on which they sit.

2. The Hospital will notify the CIR/SEIU of the date of inspection by JCAHO or the New York State Department of Health and will upon request make available to the CIR/SEIU the JCAHO or NYSDOH report.

## **Article 29**

### **Separability**

In the event that any provision of this Agreement is found to be in contravention of the laws or regulations of the United States or the State of New York or found by any court of competent jurisdiction to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provision of this Agreement. The parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

**Article 30**  
**Miscellaneous**

1. The Hospital will provide bulletin board space to be used by the CIR/SEIU. Current locations and use of bulletin boards by CIR/SEIU shall remain in place.

2. The Hospital shall provide CIR/SEIU with access to the Orientation for the newly hired Residents. The Hospital shall allot sufficient time for CIR/SEIU on the orientation schedule for the purpose of making presentations about membership and distributing materials.

3. The Hospital will make reasonable efforts to provide or compile a list of available personnel to act as translators.

4. The Hospital will provide and maintain a copying machine for use by the Resident for the copying of medical materials for their educational use.

5. It is understood that access to the Medical Libraries will be available 24 hours and that access will be made available to Residents when the Medical Library is not open. There will be hospital wide Internet connectivity providing access to Medline. Residents will have access to reference textbooks, either electronic or print, and access to the Hospital databases.

6. The Hospital will make every effort to provide in the future intranet access at the point of care.

7. The Hospital will make every effort to continue to provide maintenance and upgrades to their electronic system.

8. Sufficient beepers will be made available for all Residents while on duty.

9. Residents shall be appointed to the following Hospital Committees: Quality Assurance, Utilization and Review, Graduate Medical Education Committee, the Committee on Bio-ethics, and any other committee the Hospital shall deem appropriate.

10. Vaccines, other appropriate treatments and counseling will be offered to the Resident without charge on a twenty-four hour (24 hour) basis for disease contracted in the Hospital through the course of the Resident assignment.

**Article 31**  
**Hospital Rights**

Unless modified or relinquished in this Agreement, the Hospital shall continue to have sole right to manage and operate its business, property and facilities and to direct its working forces including, but not by way of limitation, any change in the nature or scope of the business or method of system of operating the same, the discontinuance, consolidation or change in the organization or departments, the discontinuance, consolidation or reorganization of any training program, the discharge of Residents for just cause, the direction and scheduling of the working force, the fixing of opening and closing hours, except as herein specified, the employment, placement, transfer, promotion of employees, and the need for and extent of any layoff. The Hospital may continue, and from time to time, make or change such rules or regulations as it may deem necessary and proper for the conduct of its business provided that the same and their promulgation are not inconsistent with any of the provisions of this Agreement.

**Article 32**  
**No Strike - No Lockout**

1. Neither the CIR/SEIU nor any Resident will directly or indirectly cause, engage or participate in any strike, work stoppage, work interruption, work slowdown, sick-out or sympathy strike during the life of this agreement. The Hospital will not directly or indirectly cause, engage, or participate in any lockout of any kind during the life of this agreement as a result of any dispute with the CIR/SEIU or any Resident(s). Inability of the Hospital to continue operations because of a labor dispute shall not be considered a lockout.

2. Should a group of Residents unilaterally and independently engage in any of the aforementioned activities, the CIR/SEIU shall notify such Resident by express mail of its disapproval of such actions and instruct such Residents to cease such action and return to work immediately.

**Article 33**  
**Patient Safety Education**

1. The parties have a shared interest in improving patient safety and quality in the hospital. BHMC will maintain a patient safety curriculum and establish and implement Patient Safety and Quality Initiatives. The Patient Safety Officer will collaborate with GME on organizing and facilitating those efforts.
2. In accordance with current practices, the House Staff Safety Council will continue on with representation from all residency programs. Representatives will be selected through an application processes and will be chosen by the current Safety Council members. Members of the Council will meet on a monthly basis to discuss pertinent patient safety concerns as well as establish interventions to improve patient outcomes. Brookdale will commit pertinent institutional stakeholders to become advisers and participants of the council. Pertinent stakeholders can be but are not limited to the Chief Medical Officer, Designated Institutional Officer, and any institutional Director of Quality Improvement or Patient Safety.
3. BUHMC will provide up to \$75,000 per academic year for the purchase of system improvement / patient care materials. Resident Patient Care Improvement Fund requests up to \$75,000 shall not be unreasonably denied. Through CIR, Residents shall create a committee to research and create proposals for purchases. Proposals will then be presented to a committee consisting of the DIO, CMO, and VP of Risk Management or their appointees for approval. Proposals that are approved will be forwarded to Finance and Biomedical purchasing for expedited purchase. Purchases shall be paid for and confirmed with the vendor within 90 days of approval. Should there be delays in delivery, BUHMC shall make best efforts to expedite delivery. If there are no acceptable proposals presented and approved by September 30 of each given year, a joint committee of the DIO, CMO, VP of Risk Management, and the Housestaff Safety Council shall meet within 30 days to determine an acceptable proposal to move the process forward.

**Article 34**  
**Successorship**

The Hospital agrees that it shall not sell, assign, lease, merge or transfer its facilities, operations or any portion thereof unless the purchaser, assignee, transferee, lessee, merger participant or equivalent designee agrees in writing with CIR to recognize CIR as the bargaining representative for the interns, House Staff Officers and fellows working at the hospital, and it agrees to accept and assume all of the obligations and terms of this Agreement. In the event that the Hospital fails to obtain the written consent of any purchaser, assignee, transferee, lessee, merger participant or other equivalent designee in writing, the Hospital shall nevertheless continue to be liable for the complete performance of this Agreement until such purchaser, transferee, assignee, lessee, merger participant or equivalent designee expressly agrees in writing with CIR that it is fully bound by the terms of this Agreement.

**Article 35**  
**Contract Renewal**

This agreement shall be in full force and effect from November 1, 2019 through October 31, 2022 and shall continue to be in effect and be automatically renewed from year to year thereafter unless either party gives notice to the other at least ninety (90) days prior to October 31, 2022 of its desire to modify this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized representative(s) the 6<sup>th</sup> day of May 2020.

By: \_\_\_\_\_  
Brookdale University Hospital and Medical Center

By: \_\_\_\_\_  
Committee of Interns and Residents/ SEIU





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