



Collective Bargaining Agreement

Between

The Institute for Family Health

and the

Committee of Interns and Residents/SEIU

November 1, 2019 – June 30, 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 the Institute for Family Health, provides for salaries, leave time, a due process procedure in disciplinary cases, a grievance procedure, and other issues of concern to Housestaff.

Know your rights and benefits – read your CIR contract!

Committee of Interns and Residents/SEIU

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Article I

Recognition

1. The Institute for Family Health (“Employer” or “The Institute”) recognizes the Committee of Interns and Residents (“CIR” or “Union”) as the exclusive bargaining representative for all interns, residents, and chief residents (House Staff Officers or “HSO’s”) employed by The Institute for Family Health Harlem Family Medicine Residency Program.

Article II

Dues and Union Security

1. It shall be a condition of employment that all House Staff Officers employed by the Institute covered by this Agreement who are members of CIR in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on or by the 31st day following the effective date of this Agreement, whichever may be later, become and remain members in good standing of CIR. It shall also be a condition of employment that all House Staff Officers covered by this Agreement and hired on or after its effective date or the execution thereof, whichever may be later, shall on or after the 31st day following the beginning of such employment become and remain members in good standing of CIR. For the purpose of this Agreement, "good standing" shall consist of payment of periodic dues uniformly required as a condition of membership, or pay an agency fee to CIR to cover the Housestaff Officer's fair share of expenditures made by CIR for matters that are germane to collective bargaining.
2. No discrimination or reprisal shall be visited against any such HSO by either party based upon membership or non-membership in the Union.
3. CIR shall have the exclusive right to the check off and transmittal of dues or agency fee on behalf of each employee in the unit, said dues or agency fee to be checked off monthly from the paycheck of each House Staff Officer, pursuant to the directive of the CIR in such amounts as the CIR shall establish. The Employer agrees to forward said dues and agency fees to the CIR by the 14thth day of the month after they are collected.
4. It is specifically agreed that the Institute assumes no obligation, financial or otherwise arising out of the provisions of this Article, and the Union agrees that it will indemnify and hold the Institute harmless for any claims, judgments, actions or

proceedings made by any HSO arising from deductions made by the Institute pursuant to this Article. After deductions are remitted to the Union, the disposition thereof shall be the sole and exclusive obligation and responsibility of CIR.

5. The Institute shall ensure that CIR is allotted at least two (2) hours during orientation sessions in order to disseminate information concerning CIR and its benefits to new HSOs. Each year the Institute shall provide a list of all new interns, residents and fellows at least one month prior to orientation.
6. By July 15th of each year, the Institute shall forward to CIR a complete list of House Staff Officers in the bargaining unit, compiled from the Institute's records, which shall include designation by post graduate years, home or mailing address, and any other contact information including email address and cell phone number. Changes in such list shall be forwarded to CIR monthly.
7. The Institute shall provide a bulletin board in a visible location for use by CIR.
8. Release time shall be granted for up to three HSO's to attend periodic labor-management meetings and contract negotiation sessions. Release time for two CIR delegates to attend the annual CIR convention is subject to the approval of the Residency Program Director or his/her designee based upon program needs and shall not be unreasonably denied.

Article III

Political Action Check-Off

1. Upon receipt of written authorization from an HSO in a form submitted by CIR, the Institute shall, pursuant to such authorization, deduct from the wages due of the HSO once a month the sum specified in said authorization. The Employer will remit the authorized amount to a fund established, pursuant to applicable law, to receive contributions to be used for political purposes.
2. It is specifically agreed that the Institute assumes no obligation, financial or otherwise arising out of the provisions of this Article, and CIR/SEIU agrees that it will indemnify and hold harmless the Institute for any claims, judgments, actions or proceedings made by any party arising from deductions made pursuant to this Article.

Article IV

Salaries

1. The Appointment of a 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 Family Medicine residency program shall be placed at the PGY-1 level.
 - b. An HSO who has completed training in an accredited Family Medicine Program will be placed in a PGY level appropriate to the month(s) of training subject to the approval of the Residency Director and the American Board of Family Medicine (ABFM).
 - c. An HSO with prior service in a non-Family Medicine training program will be placed in a PGY level appropriate to the month(s) of eligible training subject to the approval of the Residency Director and the ABFM.
 - d. In the event an HSO changes his/her specialty, he/she may receive a maximum credit of one year for prior service in such other ACGME-AOA-accredited program, subject to approval by the Residency Program Director and the ABFM.
2. An HSO who, during the term of this Agreement, successfully completes his/her services for a year and is reappointed to serve for an additional year shall be advanced to the next higher PGY.
 3. Effective July 1, 2019 each HSO in their 1st post-graduate year shall receive a 5.4 % increase, each HSO in their 2nd post-graduate year shall receive a 2.8% increase, and each HSO in their 3rd post-graduate year shall receive a 2.2% increase.
 4. Effective July 1, 2020 each HSO shall receive a 1.5 % increase and PGY base rates shall be adjusted accordingly.
 5. Effective July 1, 2021 each HSO shall receive a 1 % increase and PGY base rates shall be adjusted accordingly.
 6. Base rates for all House Staff Officers shall be as follows:

PGY	Current	July 1 2019	July 1 2020	July 1 2021
1	66,271.36	69,828.00	70,875.42	71,584.17
2	70,614.60	72,622.00	73,711.32	74,448.44
3	73,885.03	75,527.00	76,659.91	77,426.50
Chiefs	77,275.03	78,917.00	80,049.91	80,816.50

7. Effective July 1st, 2019 each chief resident shall receive a 1.4% increase.
8. Effective July 1st, 2020, each chief resident shall receive a 1% increase.
9. Effective July 1st, 2021, each chief resident shall receive a 1% increase.
10. Upon offering the chief resident position, the Institute must review the job description with an HSO before their acceptance.

Article V

Health and Welfare Benefits/Voluntary Hospitals House Staff Benefits Plan

1. The Employer shall make monthly contributions for the purpose of providing health and welfare benefits for each House Staff Officer employed within the CIR bargaining unit and their eligible dependents to the Voluntary Hospitals House Staff Benefits Plan (VHHSBP) on the first day of each month. The contributions shall be made for the purpose of providing each house staff officer and their eligible dependents with hospital, medical, major medical, dental, life (participant and spouse only) dismemberment (participant only), disability (participant only) coverage and legal 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”). Eligible dependents shall include same-sex and opposite-sex domestic partners as defined in the VHHSBP Summary Plan Description.
2. Effective January 1, 2020, the Employer shall contribute \$1039 as a monthly sum to the VHHSBP for each House Staff Officer for the purpose of providing the covered benefits to the House Staff Officer and their eligible dependents in the VHHSBP. The covered benefits will start on the first day of the House Staff Officers employment at the Institute. The Fund will allow employers to make monthly payments to the VHHSBP on the first of the month for which contributions are due in accord with the following schedule:
 - a. the full months premium (\$1039.00) if the resident commences employment between the 1st and the 15th of the month.
 - b. half (½) of the months premium (\$519.50) if the resident commences employment from the 16th through the 23rd of the month.
 - c. one quarter (¼) of the months premiums (\$259.75) if the resident commences employment from the 24th through the end of the month.
3. Effective January 1, 2021, the Employer shall contribute \$1112 as a monthly sum to the VHHSBP for each House Staff Officer for the purpose of providing the covered benefits to the House Staff Officer and their eligible dependents in the VHHSBP. The covered benefits will start on the first day of the House Staff Officers employment at the Institute. The Fund will allow employers to make monthly payments to the VHHSBP on the first of the month for which contributions are due in accord with the following schedule:
 - a. the full months premium (\$1112.00) if the resident commences employment between the 1st and the 15th of the month.
 - b. half (½) of the months premium (\$556.00) if the resident commences employment from the 16th through the 23rd of the month.
 - c. one quarter (¼) of the months premiums (\$278.00) if the resident commences employment from the 24th through the end of the month.

4. Effective January 1, 2022, the Employer shall contribute \$1190 as a monthly sum to the VHHSBP for each House Staff Officer for the purpose of providing the covered benefits to the House Staff Officer and their eligible dependents in the VHHSBP. The covered benefits will start on the first day of the House Staff Officers employment at the Institute. The Fund will allow employers to make monthly payments to the VHHSBP on the first of the month for which contributions are due in accord with the following schedule:
 - a. the full months premium (\$1190.00) if the resident commences employment between the 1st and the 15th of the month.
 - b. half ($\frac{1}{2}$) of the months premium (\$595.00) if the resident commences employment from the 16th through the 23rd of the month.
 - c. one quarter ($\frac{1}{4}$) of the months premiums (\$297.50) if the resident commences employment from the 24th through the end of the month.
5. The trustees retain the right to increase the monthly contribution rate to the VHHSBP if necessary in order to maintain the current covered benefits and the financial stability of the fund. Should the trustees, during a calendar year, increase the monthly contribution rates more than eight (8) percent of the contribution rate in effect on January 1 of that same calendar year. The Institute may elect to either continue monthly contributions at the increased rate or opt out of the VHHSBP and enroll HSOs in the group benefit plan provided to other employees of the Institute. The Institute shall be provided six months notice of any proposed increase, unless the increase occurs during the first three months this Agreement is in effect, in which case the Institute shall be provided with three (3) months notice. Should the Institute elect to opt out of the VHHSBP, the Institute must notify CIR within sixty (60) days of receiving notice of the increased rate and the Institute shall not switch HSOs to its group benefit plan until at least ninety (90) days after providing notice to CIR. Should any increase in the contribution rate during a calendar year be eight (8) percent or less than the contribution rate in effect on January 1 of that same calendar year, the Institute shall not have the right to opt out of the VHHSBP.
6. The Employer 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 House staff officers employed by the Institute 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 Employer, upon reasonable notice, to confirm any information necessary for the proper administration of the Plan and to ensure that the Employer is remitting the appropriate contributions.

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

Last Name (family name)

First Name

Middle Name (if any)

Social Security #

Current PGY Level

Date of Hire

Department

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

City

State

Zip Code

Email

Cell 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.

8. The Employer shall make monthly payments to the VHHSBP on the first of the month for which contributions are due. In the event that any required contributions are not paid when due, the Fund shall be entitled to recover interest on such unpaid contributions at the rate of 18% per annum as well as such other amounts and remedies as are available to employee benefit funds under the Employee Retirement Income Security Act, including the recovery of liquidated damages equal to 20% of unpaid contributions.
9. The health benefits provided as part of the VHHSBP are in compliance with the Affordable Care Act (ACA) and same has been certified by the Plan Trustees. The Union agrees to assist in obtaining from said trustees on an annual basis a certification that either the health benefits being offered have remained in the grandfathered status and thus compliant with ACA or that if the grandfathered status has changed, that the benefits package being offered is consistent with and in compliance with the requirements and terms of the ACA.

10. VHHSBP is a qualified disability carrier, and therefore the Employer can cease providing New York State Disability insurance to its House Staff Officers after being notified in writing by the VHHSBP.

Article VI

New Resident Differential

1. All incoming HSOs will receive a lump sum payment of \$1000 gross pay from the Institute in their first pay period.

Article VII

Meals

1. The Institute agrees to endeavor to arrange with any hospital and/or health service institution to which an HSO rotates the same free snacks or meals that institution provides to other HSOs.
2. The Institute agrees to provide meals for all Institute scheduled teaching conferences and Departmental grand rounds.
3. When meals or snacks are provided by or arranged for the Institute, the Institute shall endeavor to make vegetarian, kosher, halal, or other special meals available as they might be requested in advance by an HSO.
4. Effective July 1, 2020, IFH shall pay Residents on active payroll the sum of seven hundred twenty dollars (\$720) annually via direct deposit for the purpose of purchasing meals while on duty. All payments made under the terms of this agreement shall be subject to the applicable payroll withholding tax.

Article VIII

Medical Educational Benefits

1. Request for time off with pay to a maximum of five (5) days from July 1 to June 30th, to take Board Reviews, for conferences, licensure, or other examinations related to the training program, will not be unreasonably denied by the Residency Program Director or his/her designee.
2. Effective July 1, 2016, the Institute shall make monthly contributions of fifty six dollars and 25 cents (\$56.25) for the purpose of providing each Resident with a professional education allowance to the Voluntary Hospitals House Staff Benefits Plan of the Committee of Interns and Residents (“VHHSBP”). The monthly contribution shall be due

to the VHHSBP within 30 days of the end of each month for which contributions are due. The VHHSBP will provide a \$650 educational benefit per eligible Resident per VHHSBP plan year, which is July to June.

3. The Institute shall provide BCLS, ACLS, Advance Life Support Obstetrics, Infection Control, and NYS Child Abuse courses for certification and recertification for each HSO where applicable to their training. To the extent feasible, HSOs course attendance shall be planned within their normal and scheduled work hours.
4. All residents who successfully pass the USMLE Step 3 within the time limits expressed below will be reimbursed for the exam fee by the Institute. No resident shall be reimbursed for this fee more than one time, and unsuccessful attempts shall not be reimbursed. For the purposes of reimbursement, residents must pass this exam by September 30th of PGY 3. Requests by HSOs to use personal days, vacation days or unpaid leave to take the test will not be unreasonably denied.
5. The Institute shall pay the full cost of fees required for membership in the American Academy of Family Physicians.
6. All reimbursements shall be paid within 60 days of submitting original expense receipts.
7. All costs associated with presenting at an approved educational and/or professional conference will be covered by the Institute. The presentation must be approved by the Residency Director or his/her designee prior to submission to the conference. Requests to attend approved conferences shall not be unreasonably denied.

Article IX

Joint Quality Improvement Association

CIR and the Institute mutually agree to engage in a discussion about Joint Quality Improvement Association no later than six (6) months from the ratification of this agreement.

Article X

Work Schedules

1. The parties recognize the undesirability of excessive work hours for house staff officers is 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 house staff officers, including their reasonable social needs and providing for adequate rest. Refer to the Institute's Policy/Procedure #R0014 titled "Work Hour Regulations."

2. In arranging 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 scheduled shifts. Thereafter, insofar as is practical, preference shall be given to any other approved house staff officer within the facility who applies, prior to any involuntary assignment of additional on-call duty.
3. The Institute is obligated to adjust the schedule should the sick/disabled HSO remain unavailable in excess of 72 hours.
4. The Institute shall be responsible for communicating staffing and scheduling conflicts due to training needs with any hospital and/or health service institution to which an HSO rotates.
5. Moonlighting to comply with the Institute policy #R0006 titled “Moonlighting (Dual Employment).”

Article XI

Work Hours

1. Effective July 1, 2020, the Institute shall establish a 70-hour work week limit averaged over a 4 week period for all Residents working Institute for Family Health rotations. Any adjustments and/or changes to work schedules during emergent or extraordinary situations shall be subject to the approval of the Program Director. Duty hours shall be defined as all clinical and academic activities related to the program i.e., patient care (both inpatient and outpatient), administrative duties relative to patient care, the provision for transfer of patient care, time spent in-house during call activities and scheduled educational activities, such as conferences.
2. If additional coverage is required in emergent or extraordinary situations, the Program Director will make reasonable efforts to identify those Residents who have not yet exceeded their 70-hour limit to provide cross coverage. In assigning cross coverage, the Program Director shall make reasonable efforts to prevent placing an undue burden on individual Residents. Those Residents who provide cross coverage shall be provided compensation.
3. PRE-GRIEVANCE PROCEDURE:

If violations of the 70-hour work week average are alleged, the following steps must occur prior to the filing of a grievance:

- a) If CIR believes a violation has occurred, CIR will notify the Program Director who will convene a committee comprised of the Program Director, selected faculty, and four elected Delegates to examine the request for review.

b) If any Delegate is unable to attend, another Resident will take their place. The Committee will meet within 30 days of the request and attempt to resolve the issue to mutual agreement.

c) Either party may then file a grievance pursuant to the provisions of the CBA in the event that the matter is not resolved following these efforts.

Article XII

Child Care Benefit

Effective July 1, 2020 IFH shall contribute \$500 annually to each eligible FSA Dependent Care account for Harlem residents, as well as all other Residents of the Institute.

Article XIII

Staffing Ratios

Effective July 1, 2020 Residents will select one PGY2 and one PGY3 to participate in practice management meetings to develop recommendations for staffing models that ensure appropriate support for Residents during clinic sessions with recommendations to be presented to the CEO and CMO by July 1, 2020.

Article XIV

Leave Time

Leave time shall include sick leave, personal leave, maternity leave, bereavement leave, non-birth partner leave, and family and medical 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 American Board of Family Medicine (ABFM) allows a resident to miss no more than thirty (30) days of training in an academic year to satisfy board certification requirements.

The Residency Program Director will review with the Residents the implications of taking leave in the context of satisfying ABFM requirements. The Residency Program Director shall also determine whether the Resident has satisfactorily completed the Residency Program in accordance with ABFM requirements. Leave time taken by the Resident during the year that

exceeds the thirty (30) days allowed by the ABFM shall be made up in accordance with residency program requirements.

The Resident agrees to review ABFM 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 Designated Institutional Officer (DIO), the Residency Program Director or his/her designee.

Each HSO is limited to taking no more than thirty (30) days of leave per academic year to satisfy ABFM requirements. Accordingly, subject to compliance with said requirements, the following leave is permissible.

1. Sick and Personal Days

- a. Effective the first day of employment and on each annual anniversary date thereafter, each HSO shall be credited with ten (10) paid sick and/or personal days. If an HSO's appointment includes a portion of a year, then the leave shall be pro-rated for that portion of the year.
- b. The HSO's Residency Program Director or designee shall approve personal days; such approval shall not be unreasonably denied.
- c. Dependent upon ABFM requirements, HSOs will not be required to make up on-call shifts missed while on sick leave or personal leave.
- d. Sick and personal leave time must be taken during the year they are accrued.

2. Bereavement Leave

- a. In the event of death of a HSO's mother, father, spouse, domestic partner, significant other, brother, sister, child, or grandparent, the HSO is entitled to receive five (5) paid working days leave without loss of pay for the purpose of attending the funeral services or arranging for burial.
- b. Dependent upon ABFM requirements, HSOs shall be able to request sick or personal leave time, if available, in the event travel is required in excess of 200 miles. The length of the paid leave shall be agreed upon prior to the HSO's departure. Such requests shall not be unreasonably denied.
- c. Dependent upon ABFM requirements, HSOs will not be required to make up on-call shifts missed while on bereavement leave.

3. Maternity Leave

- a. Within the parameters of ABFM requirements, HSOs shall be eligible to use a combination of vacation and sick leave for childbirth and maternity leave. Upon request, an HSO who is pregnant shall be assigned electives and rotations appropriate to their condition, to the extent possible, and relieved of a reasonable and limited amount of night call and exposure to diseases, radiation, and chemicals, which may be harmful to the fetus and mother, and be allowed to schedule personal medical visits as appropriate. Such request changes shall be in conformity with the rules of the HSO's specialty board and within the constraints of the program. With advance notice, an HSO may also request unpaid Maternity leave. Such unpaid leave time may be requested only where all paid annual leave time has been exhausted and only upon written agreement of the Residency Program Director. Such written agreement shall include: the length of time allowed, the HSO's right of return, the PGY level and rotation to which the HSO will return, credit for time completed, requirements for completion of that PGY level's certification, and any arrangement regarding the extension of that HSO's annual contract.
4. Non-birth Partner Leave
 - a. Within the parameters of ABFM requirements, an HSO shall be eligible to use up to three (3) sick/personal days for the birth of a child provided that the days are taken consecutively starting at the date of birth. With advance notice, an HSO may also request unpaid Paternity/Non-Birth Partner leave. Such unpaid leave time may be requested only where all paid annual leave time has been exhausted and only upon written agreement of the Residency Program Director. Such written agreement shall include: the length of time allowed, the HSO's right of return, the PGY level and rotation to which the HSO will return, credit for time completed, requirements for completion of that PGY level's certification, and any arrangement regarding the extension of that HSO's annual contract.
5. Miscellaneous Leave Time
 - a. Each HSO shall be eligible for military leave in accordance with the applicable Law.
6. Family and Medical Leave
 - a. Consistent with the Family and Medical Leave Act of 1993, eligible persons covered by this agreement are entitled to unpaid medical leave for serious illness or the serious illness of an HSO's spouse, partner or child, and for the birth or care of a child under the age of eighteen (18). House Staff Officers returning from family leave may be required to complete missed rotations in order to become board eligible. Should a department require a HSO to complete missed rotations, The Institute shall compensate the HSO at his/her current PGY level and provide malpractice coverage and all other applicable Employer-paid benefits.

7. Holidays

- a. The following days shall be considered holidays at the Institute sites only: New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- b. Effective July 1, 2020 Residents who work on a holiday or have a holiday fall during their scheduled vacation period can be scheduled to take that holiday on an alternative date as mutually agreed upon with and at the discretion of the program director. Such requests shall not be unreasonably denied.

Article XV

Vacation

1. The annual vacation leave allowance for HSOs employed for a twelve (12) month period shall be four (4) weeks. The approval of vacation days is subject to the combination of vacation leave and other benefit leave not exceeding the 30 day limitation in an academic year required by the ABFM. HSOs shall be permitted to split vacation time into two units or use it as a whole unit. The Institute will reasonably honor vacation requests, based on operational needs.
2. Vacations must be taken during the year they are accrued and cannot be carried over to the following academic year.

Article XVI

Uniforms and Laundry

1. The Institute shall provide two (2) free long laboratory coats per year and two (2) sets of scrubs to HSOs embroidered with the Institute's logo and the HSO's name.

Article XVII

Out of Title Work

1. No HSO shall be regularly and recurrently assigned to duties not appropriate to a HSO as the Accreditation Council for Graduate Medical Education (ACGME) and/or the applicable Residency Review Committee (RRC) define those duties or as outlined in the Institute policy #R0028 titled "Resident Essential Job Functions."
2. An annual survey may be jointly conducted by the Union and the Institute to assess the extent and impact of out-of-title assignments on HSOs.

Article XVIII

On-Call Rooms and House Staff Lounges

1. On-Call Rooms
 - a. The Institute shall endeavor to make all necessary arrangements with any hospitals and/or health service institutions to which HSOs rotate to ensure there are an adequate number of on-call rooms in close proximity to patient care areas and where overhead pages and codes can be clearly heard. The Institute shall also endeavor to ensure that maintenance and servicing of on-call rooms shall be commensurate with that which is provided to all other HSOs in that hospital or health service institution. The Institute shall discuss any known or anticipated changes in the location of the on-call rooms with CIR.
 - b. Should staffing or scheduling changes necessitate the addition or deletion of on-call rooms, The Institute shall notify CIR and follow the criteria described in this Article. The Institute shall endeavor to make sure that there shall be no more than two (2) House Staff Officers per on-call room and that there shall be sufficient rooms to allow separation of genders.
 - c. The Institute shall endeavor to make all necessary arrangements with the hospitals and/or health service institutions to which HSOs rotate to ensure that:there shall be a computer with intranet and Internet access in or near each on-call room.
 - i. there shall be a telephone available in or near each on-call room with access to regional area codes.

- ii. there shall be reasonably convenient access from on-call rooms to private bathroom facilities and shower facilities.
 - iii. there shall be an acceptable and appropriate schedule of housekeeping and linen changes, including daily changes following each weekend night of usage.
 - iv. on-call rooms shall have functional locks and readily available keys.
- 2. House Staff Lounges/Work Areas
 - a. The Institute shall maintain a departmental lounge or work area at the Institute for Family Health for the use of the HSOs such that all HSOs have reasonable access to said lounge. Lounges shall be furnished with adequate seating, bulletin boards, reading lamps and tables, and at least two working house telephones with access to regional area codes. CIR shall be notified of any change in the locations of lounges.
 - b. The Institute shall endeavor to make sure that any lounges provided to other house staff at the hospital are available to Family Medicine house staff as well.
 - c. There shall be a computer with intranet and approved Internet access in House Staff lounge/work areas at the Institute. The Institute will provide a microwave, a coffee maker, and a refrigerator in or reasonably accessible to each lounge.

Article XIX

Labor/Management Meetings

In the interest of fostering sound labor relations, CIR and The Institute will form a Labor-Management Committee made up of a mutually agreed upon number of House Staff Officers, CIR Representatives, The Institute's Residency Program Director and/or his/her designees. The Labor-Management Committee shall meet on a quarterly basis to discuss and to clarify any problems arising from the execution or interpretation of this Agreement in an effort to resolve issues and concerns prior to the formal Grievance Procedure. CIR may request a Labor-Management meeting when necessary and with adequate notification to the Labor Management Committee.

Article XX

Representation on Committees

- 1. The Institute shall maintain a Graduate Medical Education Committee that has a responsibility for advising on and monitoring all aspects of residency education. House

Staff Officers selected by their peers, shall serve on the Committee. The CIR organizer assigned to the Institute shall be permitted to observe the GMEC meetings.

2. HSOs selected by their peers, shall participate in Institute committees, including the Recruitment Committee, the Curriculum Committee, the Credentials Committee, and the Institutional Review Board, that are relevant to their education and that relate to patient care review activities.
3. HSOs who serve on any committee shall be notified of the date, time and place of the committee meeting in advance.
4. Within a reasonable period after the signing of this Agreement, the CIR members covered by this Agreement will select the HSOs mentioned above.
5. HSOs shall select alternates to sit on the above referenced Committees to ensure continuity of HSOs involvement and participation.

Article XXI

Individual Contracts

1. Offers of appointment for returning HSOs must be in writing by December 31.
2. Any resident whose contract is not renewed must be notified in writing by December 31. A resident who is not renewed may appeal the non-renewal decision pursuant to the Institute's policy on Adverse Action for Poor Resident Performance (Policy # R0002, dated April 23, 2012).
3. If a program is uncertain by Dec. 31 whether to renew a HSO's contract it shall, on or before that date, provide the HSO with a valid Conditional Renewal in writing in a meeting with him/her. The Conditional Renewal, in order to be valid, must specify what aspects of the HSO's performance must improve and must offer a remediation plan (described below) and a date no later than February 15 to be given a contract renewal or be informed of the non-renewal. The HSO can request a second meeting with the program director to review the terms of the conditional renewal.
4. The program must inform the resident in writing if either a non-renewal or a conditional renewal is offered.
5. All offers, once accepted are considered commitments by the Institute to the individual House Staff Officer for an appointment to a position on July 1 of the next fiscal year, except where circumstances beyond the control of the Institute make it impossible to meet the commitment. "Circumstances beyond the control of the Institute" shall be limited to loss of Joint Commission for Accreditation of Healthcare Organizations (JCAHO) accreditation, revocation of State license, loss of ACGME accreditation for the teaching program, denial of the certificate of need from the State Department of Health, or loss of program funding.

6. If, during the residency year in which the offer of appointment is made, a HSO is terminated for just cause, the offer of appointment is void.
7. Prior to his/her appointment, each HSO must receive a written individual contract consistent with this Agreement, setting forth specific commitments to the resident in terms of:
 - a. term of appointment
 - b. job title
 - c. salary
 - d. malpractice insurance
 - e. The individual contract shall also state that CIR is the exclusive bargaining agent for terms and conditions of employment

Article XXII

Evaluations and Access to Files

1. The parties agree that timely evaluation is essential to quality training. Evaluations should be completed within 25 business days of the end of a rotation. The evaluation must be provided to the HSO. There should be a place on the evaluation form for the HSO's signature or acknowledgement – signifying only that the resident has seen the evaluation, not that they agree with it. A HSO has the right to attach written commentary to the evaluation that is placed in his/her file.
2. Disputing an evaluation – A HSO may dispute an evaluation by sending a letter to the program director within 25 business days of the resident receiving the evaluation. The letter shall state what aspects of the evaluation are being disputed and identify the remedy being sought by the HSO. If after 10 business days the resident is not satisfied with the action taken, the resident can request a meeting with the Director of GME. The Director of GME shall meet with the resident within 10 business days of receiving this request as a final step in the dispute.
3. Complaints
 - a. All complaints or adverse incident reports that concern a HSO's performance or conduct must be shown to him/her within twenty (20) business days of being received by the Institute. The HSO must have the opportunity to explain the incident and respond in writing and can request a full investigation by the Institute.
 - b. A complaint by an attending should be discussed with the HSO during the rotation or no more than fifteen (15) business days after the rotation is over. The Residency Program Director, upon investigation of the complaint, may decide to place the HSO on a remediation program or probation. If the Residency Program Director or her/his designee, determines that a suspension, termination, or the non-renewal of

the House Staff Officer is called for, then the Due Process procedures set out in Article XX shall apply.

- c. Should a complaint by an attending be received more than fifteen (15) days after a rotation ends, the complaint must be discussed with the HSO no more than ten (10) business days after it is received by the Residency Program Director. In the case of repeated untimely complaints from a faculty member or particular service, the Institute shall make every effort to enforce the timely submission of complaints for all subsequent rotations.
4. Remediation Plan– It is the program’s responsibility to tell a HSO in a timely fashion if his/her performance is substandard and to make clear (verbally and in writing) what specific aspects of the HSO’s performance are in need of improvement. A reasonable timetable with specific goals should be established. Remediation plans should be discussed with the resident for his/her input and, after consultation with the HSO, may include the assignment of a mentor. A remediation plan is an educational tool to assist the resident in meeting performance standards. The final plan must be mutually agreed to and signed by the HSO, the Residency Program Director, and the DIO. If a mutually agreed upon remediation plan cannot be achieved, the Institute may utilize other evaluative and/or corrective measures to address the HSO’s substandard performance.
5. HSOs shall have the right to review all materials placed in their residency file at any time during their employment, both by appointment and at regularly or specifically scheduled evaluation or counseling sessions with program faculty. An HSO may not review any materials in the residency file for which the HSO has waived his/her right to view said items. The HSO may place in his/her file a response to any file entries or report. By graduation, in the event that an entry or report does not lead to any disciplinary action, the program will add a notation of such to the residency file.
6. All HSOs shall be notified when an evaluation, complaint or disciplinary note is placed in the residency file.
7. HSOs shall have the right to a copy of their residency file upon request. An HSO may not request a copy of any materials in the residency file for which the HSO has waived his/her right to view said items.
8. Residents have the right to evaluate all preceptors without fear of retribution.

Article XXIII

Adverse Action

1. The Institute shall not discipline, discharge, suspend, place on probation, non-renew, or require the repeating of a training year by an HSO except for cause. When disciplinary

action is contemplated, written charges shall be simultaneously presented (within 72 hours) to the HSO and to the CIR/SEIU Contract Administrator assigned to the Institute.

2. A HSO may request an appeal hearing within seven (7) working days after receipt of the written charge. Such request shall be in writing. Upon receipt of the HSO's request for an appeal hearing, an ad hoc hearing committee shall be formed. The appeal hearing committee shall be comprised of the following members, the Director of the Harlem Residency Program, the Designated Institute Official, one additional attending physician not involved in the decision to recommend the disciplinary action, and two residents from the Harlem Residency program not directly involved in the disciplinary action. The ad hoc committee shall hold the hearing within fifteen (15) working days. Either party may request an extension of the hearing date not to exceed forty-five (45) working days after receipt of written charges. Each party shall have the right, prior to, during, or at the conclusion of the hearing, to submit written memoranda concerning any issue of fact or procedure, or any written document concerning the merits of the case, to the ad hoc committee. Such written memoranda or argument shall become part of the hearing record. The Institute shall have the burden of proving the charge. Upon the conclusion of the presentation of oral and written evidence, and the receipt of any written closing argument, the hearing shall be closed. The ad hoc committee shall issue a written decision within fourteen (14) calendar days after the close of the hearing. The ad hoc committee shall have the authority to accept, reject or modify the charges. The HSO shall be entitled to the CIR/SEIU Contract Administrator representation at such hearing.
3. A HSO may be reassigned from and/or relieved immediately of medical responsibilities with pay only in cases where the Institute determines that the HSO's continued presence in the Clinic/hospital assignments is a risk to the health and safety of patients and/or staff. Such determinations must be communicated in writing and presented to the HSO and to the CIR/SEIU Contract Administrator. This determination may be appealed within ten (10) working days after written determination has been received through an ad hoc hearing committee comprised of the following members, the Director of Harlem Residency Program, the Chief Medical Officer of the Institute for Family Health, one additional attending not directly involved in the decision and two residents from the Harlem Residency program and will be governed the same.
4. A decision to discharge, suspend, place on probation, repeat a training year, non-renew, or otherwise discipline an HSO for reasons of clinical competence, medical judgment, academic progress and/or board eligibility shall not be subject to arbitration. A decision to discharge, suspend, place on probation, repeat a training year, non-renew for reasons other than clinical competence, medical judgment, academic progress and/or board eligibility may be appealed by either CIR/SEIU or the Institute for final and binding arbitration to the American Arbitration Association within thirty (30) days of the ad hoc committee's decision.

5. The HSO has the right to exercise their rights under applicable federal, state and local laws including those prohibiting sex, race, national origin, age or other forms of discrimination and/or retaliation.

Article XXIV

Grievance Procedures

1. A grievance shall be defined as a dispute regarding the interpretation or application of the terms of this written Agreement. A grievance may be brought by CIR or the Institute. A grievance filed by the Institute shall be made directly to the Union following the time periods set forth in the First Step with the next step being arbitration in the absence of a resolution. A grievance filed by CIR shall be undertaken pursuant to a three (3) step grievance procedure as follows:
2. **FIRST STEP:** CIR shall take the grievance up directly with the Residency Program Director, or Program Administrator involved within twenty (20) business days after the individual HSO or CIR had knowledge of the occurrence of the incident on which the grievance is based. CIR shall submit a written grievance setting forth the details of the grievance, identifying the names of all known individuals involved, and the dates of concern. The Residency Program Director or Program Administrator or their designees shall take appropriate steps to resolve the dispute within ten (10) business days, and must reply in writing to CIR upon resolution. If there is no written response within the aforementioned time frame, then the grievance shall be deemed to be denied and CIR may proceed to the Second Step.
3. **SECOND STEP:** If no satisfactory settlement is reached at the First Step, CIR may present the grievance in writing to the Institute's Vice President of Employee and Labor Relations (hereinafter "Vice President") or his/her designated representative within five (5) business days after the Residency Program Director or Program Administrator or their designees has given his/her answer at the First Step or the time period for said response has elapsed. The Vice President or his/her designee shall take appropriate steps to resolve the dispute, including meeting with CIR within ten (10) business days, and shall reply in writing to CIR no later than ten (10) calendar days after the appeal is filed with him/her. If there is no written decision in the aforementioned time period then the grievance shall be deemed to be denied and the CIR may proceed to the Third Step.
4. **THIRD STEP:** If any grievance is not disposed of at Step 2, CIR may, within ten (10) business days after it receives the Vice President's or his/her representative's written response at the Second Step or the time period for said response has elapsed, submit the dispute to final and binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

5. If either party to this Agreement chooses to refer a grievance to arbitration, then it must send the other party written notice of its intent to file for arbitration. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the Institute and CIR. The Arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined at the beginning of this Article, and the arbitrator shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement. Subject to conformity with this proviso, the award of any arbitrator hereunder shall be final, conclusive, and binding upon the Institute, the CIR and the HSO(s) involved.
6. Any disposition of a grievance from which no appeal is taken within the specified time limits shall be deemed resolved and shall not thereafter be considered subject to the grievance and arbitration provision of this Agreement. Any grievance not filed within the initial twenty (20) business day time limit set forth in the First Step shall be deemed waived and not thereafter subject to the grievance and arbitration provisions of this Agreement.
7. Neither party shall unreasonably deny the other's request for a meeting to explore an amicable resolution of the grievance either prior to or after a request for arbitration is filed.

Article XXV

Non-Discrimination

1. The Institute shall not discriminate against any House Staff Officer on account of any prohibited suspect classification identified in the federal law, State and/or New York City law, including but not limited to race, color, creed, nationality, sex, age, sexual orientation, gender identity/expression, immigration status, or disability.
2. The Institute, after notification to the Union, shall be permitted to take all actions legally required to comply with the Americans with Disabilities Act.

Article XXVI

Employment Security

1. An incumbent HSO shall not be prevented from completing his/her residency program because of the Institute's decision to reduce the number of House Staff Officers in the program, if teaching health center funds are available and accreditation remains intact. The forgoing provisions shall not be construed to affect existing rights of the parties regarding renewal of appointments, except that questions regarding non-renewal of HSO appointments may be processed in accordance with the provisions for Individual Contracts/Non-Renewal Notice in this Agreement.
2. The Institute shall notify each HSO affected and the Union:
 - a. Immediately of a decision to discontinue any training program for any reason.

- b. Immediately upon receipt from ACGME, AOA, of any notification regarding non-accreditation or probation or similar change in the professional status of any training program.
 - c. Immediately of the decision of a merger or closure which has a substantial impact on any training program.
 3. In the event of a termination, transfer or reduction in size of a residency program the Institute will make its best efforts to place affected House Staff Officers in other accredited residency programs of the same specialty. In addition, at the time the Institute informs residents of a termination, transfer, or reduction of residency program, the Institute shall provide a list of resources including contact names, addresses and phone numbers which may be helpful in an HSO's search for placement.
 - a. In the event of a residency program reduction, if teaching health center funding is available, the Institute shall continue to pay the salaries of displaced HSOs for the duration of such funding.

Article XXVII

Issuance of Certificates

1. The Institute shall issue the appropriate certification, including academic affiliation, within a month of each HSO's satisfactory completion of their training program or part thereof.

Article XXVIII

Malpractice Insurance

1. The Institute provides HSOs with coverage for professional liability under the Federal Tort Claim Act (FTCA). The Institute shall at all times indemnify, save and hold HSO's harmless against any and all liabilities, loss, damage, costs and expenses of whatever kind or nature, including counsel and attorneys fees, which they may sustain or incur by reasons of acts or omissions committed or performed within the scope of their duties with the Institute and during the course of the employment, studies, administrative or committee functions or responsibilities. This coverage includes legal defense and protection against awards from claims reported or filed both during residency training and after the completion of residency training.
2. The Institute will continue its malpractice insurance coverage for HSOs as described in the Statutory Benefits Section of the Institute Policy "Summary of Benefits for Harlem Residency in Family Medicine Residents" consistent with the House Staff Policy and Procedure Statements from the year 2012.
3. CIR shall be provided upon request, once per year, with certificates evidencing coverage.

Article XXIX

Safety and Security

1. The Institute will make every effort to provide a healthy and safe work environment for the HSOs and comply with city, state and federal health and safety laws. To achieve these goals the HSOs will be:
 - a. Integrated into the Institute's infection control program. The literature, seminars, and other educational tools prepared by this program, when appropriate, shall be made available to the HSOs. The protocols for blood borne pathogens, developed by the infections control program, shall be given to the HSOs.
 - b. Personal protection equipment that consists of masks, gloves, gowns, goggles and other appropriate equipment shall be available to each HSO as needed.
2. The Institute shall make every effort to provide adequate security for all HSOs and their property at all times and in all areas of work assignment and travel throughout the Institute's facilities. To the degree possible, such security shall be provided in but not limited to patient care areas, parking lots, resident lounges and work areas, housing facilities, and clinics.
3. Vaccines, other appropriate treatments and counseling will be offered to the residents without charge on a twenty-four hour basis for disease contracted in the Institute through the course of the residents' assignments.

Article XXX

Management Rights

1. Except as in this Agreement otherwise provided, the Institute retains the exclusive right to hire, direct and schedule the working force; to plan, direct and to control operations, to discontinue, or reorganize or combine any part or component of how it operates with any consequent reduction or other changes to the working force; to hire and lay off members of the working force, to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether or not the same causes a reduction in the working force and in all respects to carry out, in addition, the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.
2. CIR, on behalf of the HSOs represented under this Agreement, agrees to cooperate with the Institute to attain and maintain full efficiency and maximum patient care.

Article XXXI

No Strike or Lockout

1. No HSO shall engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Institute.
2. CIR, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down,

sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Institute, or ratify, condone or lend support to any such conduct or action.

3. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Institute occur, CIR, within twenty-four (24) hours of a request by the Institute, shall:
 - a. Publicly disavow such action by the HSOs.
 - b. Advise the Institute in writing that such action by HSOs has not been called or sanctioned by CIR.
 - c. Notify HSOs of its disapproval of such action and instruct such HSOs to cease such action and return to work immediately.
 - d. Post notices at Union Bulletin Boards advising that it disapproves such action, and instructing HSOs to return to work immediately.
4. The Institute agrees that it will not lock out HSOs during the term of this Agreement.

Article XXXII

Successorship

1. **Before any mergers, sale or other change of ownership, the Institute shall provide written notice to CIR ninety (90) calendar days in advance of such action.**

Article XXXIII

Separability

1. In the event that any provision of this Agreement is found to be in contravention of any Federal, State or City law or regulation or found by any court of competent jurisdiction to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

Article XXXIV

Institute Policies

References to Institute policies do not incorporate said policies into this Agreement, nor are they subject to negotiation between the parties. Any changes to Institute policies may be topics for discussion by the Labor-Management Committee and must be communicated to CIR within thirty (30) days of the change.

Article XXXV
Termination and Renewal

This Agreement shall be in full force and effect for the period commencing July 1, 2019 and ending June 30, 2022.

The Institute and the CIR agree to jointly enter into discussions relative to a renewal of this Agreement no later than the ninetieth (90th) day immediately preceding the termination date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized representative(s) the **day of** _____, **2016.**

By: _____

Neil Calman, MD

For the Institute for Family Health

By: _____

Margot Riphagen

For CIR/SEIU

Overview of Addenda

1. The Institute for Family Health-Harlem Residency in Family Medicine Policy #R0014 (see Article 9, Work Schedules)
2. The Institute Policy #R0006 (see Article 9, Work Schedules)
3. The Institute Policy #R0028 (see Article 13, Out of Title Work)
4. The Institute Policy #R0003 (see Article 20, Due Process)
5. The Institute Policy #R0002 (see Article 20, Due Process)
6. The Institute Policy #R0004 (see Article 20, Due Process)



Committee of Interns & Residents/SEIU

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