



# **Collective Bargaining Agreement**

Between

**New York Presbyterian Brooklyn-Methodist Hospital**

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)**

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Agreement made between the New York Presbyterian-Brooklyn Methodist Hospital ("Hospital" or "Employer") and the Committee of Interns and Residents/Service Employees International Union ("CIR/SEIU") made as of the 18th day of June, 2020 for the thirty-six month period from November 1, 2019 to October 31, 2022.

## **Article I**

### **Recognition**

1. The Hospital recognizes the Committee of Interns and Residents/Service Employees International Union as the sole and exclusive collective bargaining representative of all interns, residents, chief residents and fellows employed by the Hospital ("House Staff" or "House Staff Officers").
2. It is not the Hospital's intention to use volunteers to undermine the rights of House Staff Officers covered by this Agreement.
3. All House Staff Officers must meet the requirements set forth by the New York State Department of Education for House Staff. No House Staff Officer shall be denied a House Staff position under this provision unless given a reasonable opportunity to meet these requirements.

## **Article II**

### **Committee Security**

1. It shall be a condition of employment that all 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 31st 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 31st 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 House Staff Officers by either party based upon 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 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 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 and agency fees to the CIR/SEIU within twenty (20) days of the end of each month to the address specified by the CIR/SEIU.
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 House Staff Officer 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. As soon as practical following July 1st of each year, the Hospital shall forward to the Executive Director of the CIR/SEIU an alphabetical list of House Staff Officers in the bargaining unit at the Hospital, compiled from the Hospital's records, which list shall include names, and designation by post graduate years, specialties and home or mailing addresses. Changes to such list shall be forwarded to the CIR/SEIU monthly.

### **Article III**

#### **Wages**

The appointment of a House Staff Officer shall be based on his/her appropriate Post Graduate Year (hereinafter "PGY") which shall be determined as follows:

1. (a) A House Staff Officer who has not completed at least one year of service in an American Medical Association-Accreditation Council for Graduate Medical Education-American Osteopathic Association-American Podiatric Medicine Association-American Dental Association ("AMA-ACGME-AOA-APMA-ADA") approved training program shall be placed at the PGY-1 level.
- (b) A House Staff Officer who has completed one or more years of service in an AMA-ACGME-AOA-APMA-ADA approved training program shall be placed at the PGY level which equals the number of such years of service plus one (e.g., a House Staff Officer who has completed two years of service in such training program shall be placed at PGY-3). A House Staff Officer required to spend a prerequisite period of service in an AMA-ACGME-AOA-APMA-ADA 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. However, in the event a House Staff Officer changes his/her specialty, he/she shall receive a maximum credit of two years for prior service in such other AMA-ACGME-AOA-APMA-ADA accredited training program.
- (c) When some or all of the prior service of a House Staff Officer has been in a non-AMA-ACGME-AOA-APMA-ADA approved training program, he/she shall, at a minimum be classified at the PGY level appropriate to the years of service he has completed in an approved training program. Additional credit, if any, for non-AMA-ACGME-AOA-APMA-ADA accredited training programs to be granted in establishing the appropriate PGY level for a House Staff Officer shall be determined by the House Staff Officer and his/her Director at the time of appointment. If, after such determination, a Specialty Board should grant increased standing or credit, then an appropriate adjustment shall be made in the PGY level. Any determination made pursuant hereto shall *not* be deemed an appropriate subject for a grievance and relief in the event that the House Staff Officer is actively assigned to perform duties at a PGY

level higher than that in which he/she has been classified pursuant to a determination made as herein before provided.

2. A House Staff Officer who, during the terms of this Agreement, successfully completes his/her service for a year and is re-appointed to serve for an additional year shall be advanced to the next higher PGY.
3. A year of service in a training program as herein referred to shall mean a year of service in a training program which shall be classified as having been completed by the appropriate Hospital authority.
4. Effective March 1, 2020, each House Staff Officer on the payroll on that date and covered by this agreement shall receive an increase in his/her base weekly rate of three percent (3%) of his/her October 31, 2019 base weekly rate and PGY base rates shall be adjusted accordingly.
5. Effective November 1, 2020, each House Staff Officer on the payroll on that date and covered by this agreement shall receive an increase in his/her base weekly rate of three percent (3%) of his/her October 31, 2020 base weekly rate and PGY base rates shall be adjusted accordingly.
6. Effective November 1, 2021, each House Staff Officer on the payroll on that date and covered by this agreement shall receive an increase in his/her base weekly rate of three percent (3%) of his/her October 31, 2021 base weekly rate and PGY base rates shall be adjusted accordingly.
7. Minimum rates for all House Staff Officers shall be as follows:

PGY Level	Current Rate	Effective 3/1/20	Effective 11/1/20	Effective 11/1/21
1	\$64,790.99	\$66,734.72	\$68,736.76	\$70,798.86
2	\$70,464.21	\$72,578.14	\$74,755.48	\$76,998.14
3	\$76,928.03	\$79,235.87	\$81,612.95	\$84,061.34

4	\$79,197.95	\$81,573.89	\$84,021.11	\$86,541.74
5	\$81,666.32	\$84,116.31	\$86,639.80	\$89,238.99
6	\$83,073.48	\$85,565.68	\$88,132.65	\$90,776.63
7	\$84,487.01	\$87,021.62	\$89,632.27	\$92,321.24
8	\$85,614.02	\$88,182.44	\$90,827.91	\$93,552.75

8. A House Staff Officer who is assigned the duties of Chief Resident, without regard to whether the House Staff Officer bears the title of Chief Resident, shall receive a differential for the period of his/her service as Chief Resident at the annual rate of \$3,798.

If there is more than one Chief Resident in Surgery during the course of the year, each Chief Resident in Surgery also shall receive an additional differential at the rate of \$699.

The Chief Resident differential and the Surgery Chief Resident differential rates shall increase by the same percentage as the general wage increases in sections 5 and 6 of this article.

9. A Clinical Fellow is a fellow who performs clinical out-patient or in-patient services on a regular basis or to a substantial extent. Clinical Fellows shall be compensated as provided in Sections 1 through 5 of this Article.
10. Adjustments in wages to be made in accordance with the contract or in compliance with a grievance or disciplinary settlement or decision must be made within thirty (30) days of the date on which they become due.
11. House Staff Officers shall be paid at their regular hourly rate of pay for mandated Hospital Orientation and/or work performed prior to July 1 of their first year in the Hospital.

## **Article IV**

### **Meals**

1. Effective July 1, 2017, each CIR house staff officer (including each CIR fellow) employed by the Hospital shall receive \$1300 per educational year in meals. This amount shall be loaded on the ID card within the first week of their commencement of a new academic year.
2. To the best of its ability, the Hospital agrees to maintain access to at least one outside vendor that is open 24 hours a day, seven days a week and that is reasonably accessible to House Staff Officers. The Hospital and CIR agree to meet in Labor Management to discuss meal/vendor issues including, but not limited to, the extension of additional outside vendors.
3. Coffee, tea and juice and a light snack (to include fruit, sandwiches, and an assortment of healthy pre-packaged food such as yogurt, breakfast bars, granola bars, cereal) shall be delivered to the House Staff Lounges each afternoon for Residents and Fellows on-call. Leftover and food past its prime shall be removed the next day and replaced with fresh food.
4. The Hospital shall provide vegetarian and Kosher meals on request. The CIR/SEIU shall provide the number of House Staff Officers requiring such meals to the Hospital.

## **Article 5**

### **Health & 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/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 House Staff officer and their eligible dependants with hospital, medical, major medical, dental, life

(participant and spouse only) dismemberment (participant only), disability (participant only) coverage and legal services (through the CIR Legal Services Plan) and any other benefit as defined in the Summary Plan Description to participants in the VHHSBP, and the VHHSBP shall thereupon provide such benefits (“the covered benefits”).

2. Effective on the dates noted below, the Employer shall contribute the specified monthly sums to the VHHSBP for each House Staff Officer for the purpose of providing the covered benefits to the Housestaff officer and their eligible dependents in the VHHSBP.

Effective Date	Applicable Monthly Contribution Rate for Each House Staff Officer
January 1, 2020	\$1,039.00
January 1, 2021	\$1,112.00
January 1, 2022	\$1,190.00

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 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

Housestaff officers employed by the hospital twice a year (on or before August 1 and February 1 of each year) The Plan Year is the period from July 1 through June 30. 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.

5. The Employer shall provide these lists (cited above in paragraph 4) to CIR in an Excel-compatible spreadsheet, either via email or on a disk. 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  
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 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.

7. The Employer shall continue to provide New York State Disability insurance to its House Staff Officers

## **Article VI**

### **Vacations**

1. Vacations for House Staff Officers shall be four (4) weeks per year from July 1 through June 30.
2. Anything to the contrary notwithstanding, lesser vacation benefits may be provided where appropriate Specialty Boards require lesser vacation terms; pay for such lost vacation shall be made by June 1 of each year.
3. A House Staff Officer may split his/her four week vacation into two week blocks, with the approval of his/her Chairperson.

## **Article VII**

### **Holidays**

The Departments will continue the practices of observing modified work schedules on Hospital observed holidays. Modified Hospital holiday work schedules will be provided on an equitable basis.

## **Article VII**

### **Malpractice Insurance**

1. The Hospital will maintain a commercial professional liability insurance policy covering the Hospital and all House Staff Officers, with total limits of no less than \$2,000,000 for each incident and \$6,000,000 in the annual aggregate so long as commercial insurance in that amount continues to be available at a reasonable price.
2. Each House Staff Officer, 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 House Staff Officer's assignments to that institution. Such coverage shall be provided by the affiliated institution or by the Hospital, or by some combination thereof. The Hospital shall require the affiliated institution to provide the Hospital with immediate written notice of any cancellation or lapse in professional liability insurance coverage applicable to the House Staff Officers; and the Hospital shall promptly forward any such notice to CIR/SEIU and the affected House Staff Officers. Prior to the execution of an affiliation agreement, the Hospital will review the agreement for compliance with this coverage requirement. Upon request, CIR/SEIU or a Housestaff Officer will be provided by the Hospital with the details of the professional liability coverage for House Staff Officers rotating to an affiliated institution.

3. Upon request, the Hospital shall provide the House Staff Officer 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.
4. Upon request, but no more than annually the Hospital shall provide CIR/SEIU with a copy of the professional liability insurance policy in effect covering House Staff Officers.
5. The Hospital will promptly notify CIR/SEIU of any notice of cancellation or lapse in professional liability insurance coverage applicable to House Staff Officers.
6. To the extent it is reasonably possible, the Hospital shall notify CIR/SEIU at least thirty (30) days in advance of any prospective change in professional liability coverage.
7. In the event a department employing House Staff Officers is outsourced to a new entity, and some or all of the House Staff Officers continue to be employed at the Hospital, the Hospital shall require, as a condition of the outsourcing agreement, that the new entity expressly assume the obligations of this Article with respect to those House Staff Officers transferred to the new entity's employment but working at the Hospital. The intent is to continue, without lapse, coverage the same as or substantially equivalent to, the coverage

contemplated by this Article.

**Article IX**  
**On-Call Rooms**

1. The Hospital shall continue to maintain on-call rooms accommodating the average number of Staff Officers On-Call. The Hospital shall make every effort not to have more than two (2) House Staff Officers per on-call room. On –call rooms shall be properly maintained seven days a week. Such maintenance shall include, but not be limited to, clean linens and towels daily; rooms and bathrooms swept, mopped and fixtures cleaned on a regular basis; and working telephones in each room from which House Staff can make message unit calls in the Metropolitan area for any reasons and long distance toll calls for Hospital business. Pillows and blankets shall be provided and bathrooms and showers shall be readily accessible. The number of on-call rooms shall be sufficient to maintain separation of sexes. On-call rooms shall be painted and exterminated as necessary. On-call rooms shall be heated properly during winter months and air conditioned during summer months.

The Hospital will be responsible for: (1) the installation of locks and latches on on-call rooms, and latches on bathrooms used by the House Staff in the on call room and lounge areas and (2) the installation of a Closed Circuit Security Camera which will be monitored by a Security Officer at the Main Security Desk for the second floor Wesley House on-call rooms. The procedure for assignment for all House Staff Officers' on-call rooms will be coordinated through their Clinical Departments.

2. Adequate on-call rooms, not less than 16, shall be located within the main hospital complex (in-patient care buildings) and easily accessible to patient care areas. There shall be an adequate number of on-call rooms for all residents on duty. The plans for the new hospital building shall be made available for review by the CIR/SEIU. The CIR/SEIU shall be notified of all changes in the plans with regard to on-call rooms.
3. The Hospital shall maintain an on-call room in the ICU-CCU area for the exclusive use of Medical House Staff Officers. Ventilation and

temperature shall be maintained at a comfortable level or a thermostat installed.

4. The Hospital shall furnish and renovate the Pediatrics on-call rooms in the OB unit and Peds Unit in the same manner as all other on-call rooms.
5. All on-call rooms shall be monitored regularly for broken lamps, chairs, and phones. Repairs shall be made as appropriate or replacements provided as appropriate.
6. Rooms designated for use as on-call rooms on 5N, 7N, 8N, and B4 will be disinfected daily at approximately 5 p.m.
7. There shall be reasonable access to computers with internet and intranet access, including a computer on each unit.
8. HOUSE STAFF LOUNGES
  - a. The hospital shall maintain a sufficient number of lounges for the exclusive use of House Staff Officers such that all House Staff Officers have reasonable access to lounges. Lounges shall be furnished with couches, chairs, bulletin boards, reading lamps and tables, and an appropriate number of working phones with access to regional area codes. CIR/SEIU shall be notified of any change in the locations or conditions of lounges.
  - b. There shall be a computer with intranet and internet access in each House Staff lounge. The Hospital shall provide a television, a microwave, a refrigerator, and a coffee urn in each lounge.
  - c. In order to effectively care for patients, at least one House Staff Lounge shall be located in the main Hospital complex, easily accessible to patient care areas. The overhead paging and announcement system must be heard in all lounges. There shall be an adequate number of lounges and lounge space to accommodate residents on-duty.
  - d. House Staff Lounges shall be cleaned on a daily basis, including daily mopping or vacuuming, window washing, refrigerator clean

up, cleaning of restroom facilities and emptying of garbage receptacles. Furniture shall be cleaned regularly and replaced when in disrepair. Phones, computers, air conditioning and heat shall be in working order. If something is not in working order, it will be a priority of the hospital to fix these things within 24 hours. The Hospital shall provide and post phone numbers for the appropriate person to contact in order to fix such problems.

## **Article X**

### **Apartment Licenses**

(a) Incoming Interns and Residents shall be given priority for any in-house Hospital vacancies. If any emergency presents itself to the Hospital, then the emergency situation shall have priority over the above clause. However, the Hospital will notify the CIR/SEIU of any housing emergency situation.

(b) Incoming Interns and Residents who are interested in licensing an apartment from the Hospital shall be given the opportunity to license such apartments through a lottery. An incoming Intern or Resident must complete and submit a house application on or before April 30 to be eligible to participate in such lottery. Such lottery will be conducted on May 1, or soon thereafter as the Hospital and CIR/SEIU can agree on a mutually convenient date. The lottery shall be conducted by the Hospital's Real Estate and Facilities Manager or his/her designee in the presence of a CIR/SEIU Delegate.

(c) In the event that the initial lottery for incoming Interns and Residents results in empty apartments, a second lottery shall be conducted for House Staff Officers currently in residency/fellowship at the Hospital. Such lottery will be conducted as soon after the initial lottery as the Hospital and CIR/SEIU can agree on a mutually convenient date. The lottery shall be conducted by the Hospital's Real Estate and Facilities Manager or his/her designee in the presence of a CIR/SEIU Delegate.

(d) All apartment licenses shall be limited to one (1) year (July-June) except when there is a second lottery with existing tenants due

to empty apartment rentals in which case one (1) extra year shall be permitted. If a circumstance arises in which a particular Intern or Resident needs to leave or extend their apartment license outside the July-June license time frame, the Hospital has the discretion to make an exception to the above time frames. It shall notify the CIR/SEIU of such cases.

- (e) Any House Staff Officer who signed an apartment license in 2019 or earlier may renew such license up to two times, through June 30, 2022, as long as they have been offered an individual contract for that year.
- (f) Except where exceptions are granted as provided above, all apartments must be vacated as of June 30 of each year.
- (g) The Hospital will provide the CIR/SEIU with the current number of House Staff Officers currently residing in Hospital provided apartments upon request.

2. Rent charged to House Staff Officers may not be increased, except by reasons of:

- (a) Increased costs of operations;
- (b) Taxes;
- (c) Increases mandated by law, order, or regulations of government agency, or contract, or mortgage;
- (d) Increases in rent paid by the Hospital.

Any proposed increase shall be reported to the CIR/SEIU together with the reasons for such increases, pursuant to the standards set forth above.

- 3. In any CIR/SEIU contract year, the percentage increase in rents shall be no higher than the percentage increase in salary scales.
- 4. The Hospital shall install and maintain a closed circuit TV system connecting the Wesley House Lobby, and the second floor on-call rooms to the Hospital's Security Office; said system to be monitored constantly.

5. The Hospital will paint apartments it provides to House Staff Officers at least every three years. In addition, the Hospital will clean and paint an apartment provided to House Staff when needed and when a new resident moves into it. Common areas and hallways in Hospital provided residences will be painted when needed. House Staff Officers will not be charged for any of the painting or cleaning provided for in this section with the following exception: A House Staff Officer will be charged the cost of any additional paint job if, by the House Staff Officer's request if the move is made for reasons other than a larger apartment, structural, environmental, or Hospital request.
6. The Hospital shall provide fair and reasonable service for all requested repairs and service based on emergency, priority and housing workload factors. All work requests shall be acknowledged within twenty-four (24) hours on a weekday, and if on a weekend, by the following Monday or next business day, and tenants will be kept informed on a regular basis on the status of their requested repairs.
7. All defective appliances shall be repaired within one week of notification to the Housing Office unless emergencies in the Housing department, or vendor problems, prevent such prompt repairs. If an appliance is required to be replaced, it shall be purchased as expeditiously as possible, generally within two to three weeks. If prompt repairs or replacement cannot occur the status of the repair work or purchase of replacement appliance will be regularly reported to the tenant.
8. The Hospital shall install a house phone in each apartment in Wesley House that is being rented by a House Staff Officer. This phone shall have no outside dialing capability, and the Hospital shall pay all costs associated with the installation and maintenance of the phone and line.

All House Staff Officers will be responsible for the activation of outside telephone lines in their Hospital-based apartments. If there is no working telephone jack present in the rented apartment, New York Methodist Hospital will reimburse the House Staff Officer for the necessary wiring and installation of one telephone jack in the apartment.

9. The Hospital shall maintain and clean all common areas including garage areas, lobbies, and outside property. The Hospital shall provide pest control services as needed. House Staff Officers shall be informed of the dates and times that the pest control services will be available and shall have the option of signing up for individual apartment services.

## **Article XI**

### **Uniforms and Laundry**

1. The Hospital will provide three (3) free laboratory coats to House Staff officers and will provide scrubs on an exchange basis to those residents whose duties require them as determined by the OR and Infection Control. House Staff Officers will not be required to purchase any additional scrubs or laboratory coats. If a House Staff Officer is required to purchase additional scrubs or laboratory coats, the Hospital will reimburse the House Staff Officer. The Hospital will not be responsible for reimbursing any expenses relating to a scrub or laboratory coat not explicitly required by the Hospital including, but not limited to, the cost of the optional purchase of scrubs.
2. The Hospital shall provide to all House Staff Officers whose uniforms are soiled by contaminants or blood borne pathogens, appropriate 24 hour access to clean scrubs and lab coats. Appropriate changing facilities shall be maintained for all departments in close proximity to House Staff Officer's lockers.
3. The Hospital shall provide laundering services for uniforms soiled with blood, bodily fluids and other contaminants to all house staff officers.
4. The Hospital and CIR agree to comply with OSHA standards regarding the laundering of uniforms.

## **Article XII**

### **Employees' Security**

1. An incumbent House Staff Officer shall not be prevented from completing his/her residency program because of the Hospital's

decision, for budgetary reasons, to reduce the number of House Staff Officers in the program or to make the program, if it is pyramidal in structure, more pyramidal. The foregoing provisions shall not be construed to affect existing rights of the parties regarding renewal of appointments, except that questions regarding non-renewal of House Staff appointments may be processed in accordance with the provisions of Article XVI of this Agreement.

2. The Hospital will notify each House Staff Officer affected and the CIR/SEIU:
  - (a) Within thirty (30) days of a decision to discontinue any training program for any reason;
  - (b) Immediately upon receipt from the AMA-ACGME-AOA-APMA-ADA of any notification regarding non-accreditation or probation or similar change in the professional status of any training program; and
  - (c) Immediately of any change in accreditation status of a training program in the Hospital.
3. The Hospital will notify the CIR/SEIU of the dates of inspection by JCAHO and AMA-ACGME-AOA-APMA-ADA and will make available to the CIR/SEIU the JCAHO and AMA-ACGME-AOA-APMA-ADA reports.

### **Article XIII**

#### **Leave Time**

1. Effective with the first day of employment and on each annual anniversary date thereafter each House Staff Officer shall be credited with twelve (12) sick days (which may be accumulated to 48 days). Unused sick days may be used when the House Staff Officer is sick or injured.
2. A House Staff Officer shall be paid his/her regular pay for three (3) working days absence and shall receive additional unpaid travel days in the event of absence from the Hospital due to the death of his/her

parent, spouse, child, brother, sister or grandparent. Such days must be taken consecutively within a reasonable time of the day of death or day of the funeral and may not be split or postponed.

3. Time off with pay for licensure, specialty, immigration, or other examinations will not be unreasonably denied by the Hospital.
4. The Hospital's current practice with respect to education leave time and reimbursement shall be maintained.
5. One week paid conference leave for appropriate and related specialty for chief residents, fellows, and residents in their last year of their basic residency with approval of the Chairperson shall be provided. The Chief Resident(s) or a designee shall adjust the schedules in order to arrange coverage for the absent House Staff Officer if appropriately notified in advance of the conference. These eligible residents attending an approved conference shall receive a reasonable educational allowance of no less than \$500.00.
6. Departments which provide for board review courses for chief residents, fellows, and residents in their last year of basic residency, shall continue the practice. The Hospital will provide to CIR/SEIU a list of departments which maintain this practice.
7. Appropriate and reasonable paid education leave of at least two (2) days may be provided for all residents other than Chief Residents, fellows, and residents in their last year of their basic residency based upon individual request with approval of the Chairperson. Educational Leaves may be provided based upon availability of funds and staff coverage requirements. The Chief Resident(s) or a designee shall adjust the schedules in order to arrange coverage for the absent House Staff Officer if appropriately notified in advance of the conference. These eligible residents granted educational leave will receive a reasonable educational leave allowance which will include registration fees, etc. as long as Departmental funds or Hospital funds are available.
8. Disability due to pregnancy and childbirth shall be considered as an illness pursuant to this Article, Section 1, and shall be considered and treated as any other disability at this institution. The Hospital will act

reasonably and appropriately when dealing with Maternity Leave requests. All reasonable efforts will be made to protect House Staff Officers from exposure to known and harmful disease, radiation and chemicals. Credit for the completion of the Residency Program will require completion of sufficient training upon return to satisfy the appropriate Residency Review requirements of the Program. Return to the Program will occur unless the ACGME-AMA-AOA-APMA or ADA mandate a reduction in the number of PGY positions in the Program, or if the Program is discontinued at this institution.

9. At no time shall any House Staff Officer exercising a contractual right to use leave time be required to arrange for alternate coverage.
10. A House Staff Officer shall be paid his/her regular pay for two (2) working days absence for marriage leave provided that reasonable notice is given that the days are taken consecutively and at the time of the marriage.
11. A House Staff Officer shall be paid for two (2) working days absence for paternity leave.
12. When schedules permit, release time shall be granted for periodic Labor-Management meetings and CIR Representatives to attend the annual CIR Convention.

#### **Article XIV**

##### **Books/Journals**

1. Effective July 1, 2014: All house staff officers will be eligible to be reimbursed for Thirteen Hundred Dollars (\$1300) per academic year for the following: portable electronic medical device and accessories for those devices, as well as books, journals, CD ROMs, state mandated medical licenses, Licensure (USMLE) and Medical Board exams, board review courses, audio visual tapes, cassettes, equipment, PDAs, elective conference tuition and/or registration fees, and educational/professional software. All House Staff Officers will agree that they will have a laptop or tablet that is capable of accessing Cerner and is suitable for other educational needs. Approval for such reimbursement shall be made by the House Staff

Officer's Program Director or his/her designee. Such approval shall not be unreasonably denied. The Hospital shall reimburse House Staff Officers within 45 days of submission of receipts.

2. A \$3500.00 Library Fund shall be provided for the House Staff. House Staff through their CIR/SEIU representatives, shall provide a list of requested books and journals to be purchased by this Fund upon submission of such a list and approval by New York Methodist Hospital. The Medical Library shall purchase such books and journals.
3. The Medical Library shall be open Monday through Friday from 9 a.m. to 8:55 p.m., Saturday 10 a.m. to 1 p.m. and 2 p.m. to 5:55 p.m. and Sunday from 10 a.m. to 1 p.m. and 2 p.m. to 4:55 p.m. The Hospital retains the right to adjust these hours based on operational needs at its sole discretion. House Staff Officers shall have access to the Medical Library on off hours through a key accessible in the Security Office. This key will be provided only when essential information must be obtained.
4. The Hospital agrees to make the following links to Medical Databases available to House Staff Officers paid by the Hospital for purposes of improving Patient Care:

AccessEmergency Medicine, AccessMedicine, CardioSource, Micromedex, Nutrition Care Manual, Springer, NYP-BMH Library, UpToDate, PubMed, Ovid, New England Journal of Medicine, STAT!Ref, Access Surgery, and ADA Nutrition Care Manual.

Other databases may be added as the need arises and at the discretion of the Hospital.

## **Article XV**

### **Patient Care Fund**

1. Effective November 1, 2019, the Hospital agrees to provide three

annual installments (covering November 1 2019-October 31 2020, November 1 2020-October 31 2021, and November 1 2021-October 31 2022) of \$75,000 towards the Patient Care Fund. The money delegated to the Patient Care Fund may be transferable to Quality Improvement Initiatives if agreed upon by both parties (i.e. House Staff Officers and the Administration agree that it would be a productive delegate \$10,000 of Patient Care Fund money to be transferred to expand the House Staff Incentive Program).

2. The elected officers of the CIR/SEIU chapter will establish a Patient Care Fund Committee made up of residents who will be responsible for reviewing purchase requests and making recommendations to the Designated Institutional Officer. Prior to the purchase of any equipment, CIR shall present its proposal(s) for purchase to the Designated Institutional Officer for approval. Any NYP-BMH House Staff Officer may make a request to the Committee.

3. Within 30 days, the Designated Institutional Officer will provide written notice to the Committee that proposals have been approved, as well as written notice of any proposals that have been rejected. Decisions by the Designated Institutional Officer or designee are final and not subject to the grievance procedure of this agreement.

4. The Hospital shall purchase equipment or release project funds no later than 120 days upon approval of Patient Care Fund expenditures.

## **Article XVI**

### **Committee Representation**

1. The Hospital will maintain a Graduate Medical Education Committee that has the responsibility for advising on and monitoring all aspects of residency education. House Staff Officers, selected by their peers, shall serve on the Committee.

2. The Hospital will provide House Staff with an opportunity to participate in institutional programs and activities involving the medical staff.

3. The Hospital will provide House Staff with an opportunity to

participate in institutional committees and councils, especially those that relate to patient care review activities.

## **Article XVII**

### **Grievance Procedure**

1. A grievance is a dispute, disagreement or difference of opinion regarding: (a) the interpretation, application or alleged violation of any of the specific provisions of the instance written contract; (b) a claimed continuing assignment of a House Staff Officer to duties not appropriate to a House Staff Officer such as laboratory technicians, clerks, messengers, aides, blood drawing technicians, transportation workers, IV nurses or EKG technicians; (c) a question regarding the non-renewal of the appointment of a House Staff Officer; or (d) the reasonableness of any rule promulgated by the Hospital affecting the terms and conditions of House Staff employment and/or training programs (the term "rule" shall include regulations, policy or orders of the Hospital). The Hospital shall post in prominent locations in the Main Building, including the CIR/SEIU bulletin board, any rule that is newly promulgated or changed and such rules shall not be effective until so posted.
  
2. A grievance may be brought by an individual House Staff Officer and the CIR/SEIU or by the CIR/SEIU alone and shall be undertaken pursuant to a three (3) step grievance procedure as follows: except that a grievance protesting the discipline or discharge of a House Staff Officer shall be presented initially at Step 2 within seven (7) days after the cause of complaint arises.
  - a.) **Step 1**: A grievance shall be presented to an appropriate Chairperson or his designee within thirty (30) days after the cause of the complaint arises.
  
  - b.) **Step 2**: An appeal from an unsatisfactory determination at Step 1 shall be presented in writing to the Vice President of Human Resources or his designee within fourteen (14) days after the Step 1 determination is made. The Vice President of Human Resources or his designated representative may meet with the employee and/or the CIR/SEIU for review of the

grievance and shall, within seven (7) days of the date on which the Vice President of Human Resources receives the request for an appeal, either: (1) issue a determination in writing; or (2) propose a date for a meeting to take place within fourteen (14) days after such proposal. If such a meeting is held, the Vice President of Human Resources or his designee shall issue a determination in writing on the appeal within seven (7) days of the conclusion of such meeting.

c.) **Step 3:** If the grievance is not resolved satisfactorily at Step 2 within fourteen (14) days after the Step 2 determination is made, the CIR/SEIU may submit the dispute to final and binding arbitration before an arbitrator selected through the voluntary labor arbitration rules of the American Arbitration Association by sending a written request to the American Arbitration Association and simultaneously sending a copy of the request and grievance to the Hospital. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the CIR/SEIU and the Hospital. The determination or award of the arbitrator shall be final and binding and shall not add to, subtract from or modify any provisions of this Agreement in any way.

d.) Notwithstanding any of the foregoing, an unsatisfactory resolution at Step 2 of a dispute as to the non-renewal of the appointment of a House Staff Officer shall be appealed to Step 3 of the grievance.

3. Any grievance of a general nature affecting a large group of employees may be filed at the option of the CIR/SEIU at Step 2 of the grievance procedure, without resort to the previous step.
4. If the Hospital fails to respond within the time limits prescribed at any step, it shall be deemed a denial and the grievant and/or the CIR/SEIU may invoke the next step of the procedure; except, however, that only the CIR/SEIU may invoke impartial arbitration under Step 3.
5. The Hospital shall notify the CIR/SEIU in writing of all grievances filed by House Staff, all grievance hearings, and all determinations. The

CIR/SEIU and the grievant(s) shall be given forty-eight (48) hours notice of all grievance hearings and shall have the right to have a CIR/SEIU representative participate at any grievance hearing.

6. Each of the steps in the grievance procedure, as well as the time limits prescribed at each step of this grievance procedure may be waived by mutual agreement of the parties.
7. The Hospital shall arrange the schedules of House Staff Officers who are involved in grievance proceedings, as parties or as witnesses, so as to permit reasonable time off thereof.

## **Article XVIII**

### **Discipline and Discharge**

1. There shall be no dismissal, discipline, demotion or fine assessed against a House Staff Officer except for just cause, and pursuant to the procedures herein provided. The Hospital will not withhold paychecks for disciplinary reasons.
2. The following procedures will apply to dismissals, disciplines, demotions or fines:
  - (a) Each House Staff Officer shall receive a copy of each written warning notice of suspension, or notice of discharge, or other formal written discipline, not later than one (1) week after such discipline is given. Such written notice shall include written charges, the disciplinary action taken, and set forth the basis of the disciplinary action.
  - (b) The House Staff Officer shall have the right to have a CIR/SEIU representative present during any investigative interview and during any meeting where discipline is issued;
  - (c) The Hospital will notify CIR/SEIU in writing of any discharge or suspension of any House Staff Officer within seventy-two (72) hours of the discharge or suspension.

3. A House Staff Officer may appeal a disciplinary action, demotion, or fine by submitting a written appeal to the Vice President of Human Resources within fourteen (14) days after receipt of the written notice of discipline, discharge, demotion, or fine. The Vice President of Human Resources or his designated representative may meet with the employee and/or the CIR/SEIU for review of the grievance and shall, within seven (7) days of the date on which the Vice President of Human Resources receives the request for an appeal, either: (1) issue a determination in writing; or (2) propose a date for a meeting to take place within fourteen (14) days after such proposal. If such a meeting is held, the Vice President of Human Resources or his designee shall issue a determination in writing on the appeal within seven (7) days of the conclusion of such meeting.
4. If the disciplinary action, demotion, discharge, or fine is not resolved after the appeal to the Vice President of Human Resources, CIR/SEIU may submit the dispute to final and binding arbitration before an arbitrator selected through the voluntary labor arbitration rules for the American Arbitration Association (AAA). Such an appeal must be filed by CIR/SEIU within fourteen (14) days of receipt of the Vice President of Human Resources' written determination by sending a written request to the AAA and simultaneously sending a copy of the request and grievance to the Hospital. The fees and expenses of the AAA and the arbitrator shall be borne equally by the CIR/SEIU and the Hospital.
5. Arbitration hereunder with respect to discharge, demotion or other discipline shall determine whether just cause or basis exists for the action. The arbitrator shall be authorized to accept or reject the charges, in whole or in part, and to accept, reject or modify the disciplinary action. The determination or award of the arbitrator shall be final and binding, and shall not add to, subtract from or modify this Agreement in any way.
6. It is understood that a House Staff Officer may be reassigned from medical responsibilities before the Hospital's internal procedures take place or are completed where his/her continued presence is deemed to imperil the successful operation of the Hospital.
7. The Hospital will attempt to arrange the work schedules of House

Staff Officers who are involved in disciplinary proceedings so as to permit reasonable time off.

**Article XIX**  
**Individual Contract**

1. Each House Staff Officer, prior to his/her employment at the Hospital, shall receive a written contract not inconsistent with any of the provisions herein, that shall set forth the Hospital's commitments to such House Staff Officers in the following areas: (a) maintenance of electives; (b) rotational schedule; and (c) PGY level and wages appropriate to that PGY level.
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 changes shall be furnished to the CIR/SEIU prior to its use. The form of the individual contract shall not be inconsistent with any provisions of this Agreement.
3. House Staff Officers in their first year of employment at the Hospital shall be notified in writing no less than five and one half (5 ½) months prior to the termination date on the individual contract (Example: HSO will be notified no later than January 15 for a contract terminates on June 30) if his/her contract will not be renewed for the following year of a given residency program.

Effective July 1<sup>st</sup> 2017, all other House Staff Officers shall be notified in writing no less than six and one half (6 ½) months prior to the termination date on the individual contract (Example: HSO will be notified no later than December 15 for a contract that terminates June 30) if his/her contract will not be renewed for the following year of a given residency program.

4. No individual waiver by a House Staff Officer of his/her rights under this Agreement shall be effective unless consented to in writing by the CIR/SEIU.
5. Each House Staff Officer appointed to a training program of the Hospital shall be paid by the Hospital and the terms and conditions of his/her employment shall be governed by this Agreement.

**Article XX**  
**Issuance of Certificates**

The Hospital shall issue the appropriate certificates of satisfactory completion of each House Staff Officer's postgraduate year training program or part thereof upon the House Staff Officer's completion of the final year of the House Staff Officer's training or part thereof at the Hospital.

**Article XXI**  
**Work Schedules and Staffing**

1. The parties recognize the undesirability of excessive work hours for House Staff Officers inconsistent with optimum patient care and high standards of training and will make every effort to resolve problems in furtherance of these principles.

The Hospital will be in compliance with the New York State Department of Health (405) regulations.

2. No House Staff Officer shall be required to perform on-call duty more frequently than one night in three except in an emergency that impacts on patient care. An emergency shall be defined as a natural disaster, civil emergency and other unanticipated and extraordinary circumstances which would create an immediate and urgent increase in the need for services provided by a given department or service.
3. There shall be no increase in existing schedules except in an emergency as defined in Section 3 of this Article.
4. On-call schedules and day schedules during one part of a month or a rotation may not be increased to force a House Staff Officer to "make-up" on-call duty or day duty not taken due to the House Staff Officer's exercising a contractual right to take time off for vacation during some other part of the month or rotation.
5. Moonlighting shall be prohibited during the House Staff Officer's first postgraduate year (PGY 1). During PGY 2 and thereafter,

moonlighting shall be permitted if it does not impinge on or interfere with the House Staff Officer's performance of his or her required duties at the Hospital, or with his or her education obligations. If, in the opinion of a Chairperson, moonlighting has impinged on or interfered with a House Staff Officer's primary obligations, the Chairperson may demand that the moonlighting cease. A House Staff Officer and/or the CIR/SEIU may appeal through the grievance procedure a Chairperson's demand that he/she cease moonlighting.

6. The NewYork-Presbyterian Brooklyn Methodist Hospital and its approved residency programs will make all efforts to be in compliance with the applicable Residency Review Committee.

## **Article XXII**

### **Ancillary Services**

The parties recognize that House Staff Officers have professional responsibilities for the care and treatment of patients. House Staff Officers 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, and services pertaining to the movement of patients and materials within the hospital.

The Hospital recognized 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 both ambulatory and inpatient clinical units, EKG service, interpreter service, and the movement of patients and materials about the facility in a timely manner.

## **Article XXIII**

### **Health and Safety**

The Hospital will make every effort to provide a healthy and safe work environment for the House Staff Officers and comply with state and federal health and safety laws. To achieve these goals the residents will be:

- A. Integrated into the Hospital's infection control program. The literature, seminars, and other educational tools prepared by

this program, when appropriate for the House Staff, shall be made available to them. The protocols for blood borne pathogens, developed by the infections control program, shall be given to the House Staff.

- B. Personal protection equipment that consists of masks, gloves, gowns, goggles and other appropriate equipment as needed shall be available on each patient unit.
- C. The Hospital shall provide adequate security for all House Staff Officers and their property at all times and in all areas of work assignment and travel throughout Hospital complexes. Such security shall extend to Hospital parking, on-call room and housing facilities.

#### **Article XXIV** **Non-Discrimination**

The Hospital shall not discriminate against any House Staff Officer on account of race, color, creed, national origin, sex, age, sexual orientation, gender identity, immigration status, disability, or for any other reason prohibited by federal, state, or local law. Standards and policies affecting House Staff Officers for the provisions of facilities shall be justly applied to all House Staff Officers.

#### **Article XXV** **Miscellaneous**

1. The Hospital will make reasonable efforts to provide and complete a list of available personnel to act as translators.
2. The Hospital will maintain a bulletin board for House Staff in an appropriate location at all times.
3. The Hospital shall receive and distribute written materials and dues authorization cards as provided to it by the CIR/SEIU at the time the Hospital sends individual contracts to new employees and at the time of orientation or processing of such new employment.

4. The Hospital will maintain a House Staff lounge for the exclusive use of House Staff Officers in an appropriate location at all times.
5. The Hospital shall provide full length lockers for House Staff Officers, which shall be in an appropriate location.
6. Each House Staff Officer shall be provided with a beeper that functions. When a beeper does not function, it shall be replaced immediately and repaired as soon as practicable after the beeper is turned in to the Hospital Security Office.
7. Residents will be apprised of the standards by which they will be evaluated at the beginning of each year of service. Residents will be evaluated on their performance monthly. They will be counseled concerning any deficiencies and will be provided guidance and a reasonable opportunity to improve. On request of a resident, a Service Chief will furnish a letter of evaluation of his or her performance as a resident.
8. Access To Files:
  - a. Upon request and within 48 hours, all House Staff Officers shall have the right to receive free copies of any documents placed in their files during the term of their appointment, excluding pre-employment references and any materials protected under patient confidentiality rules and regulations.
  - b. Upon request, House Staff Officers shall have the right to review any evaluation with the Chairman, or designee, of his/her program.
  - c. Upon request, House Staff Officers shall have the right to review all materials placed in their file at any time. The House Staff Officer may place in his/her file a response, rebuttal or clarification to any file entries. Materials placed in a HSO's file will be treated in a manner consistent with RRC regulations for each specialty. Housestaff Officers may, but are not required to initial or sign file entries to indicate their review but not necessarily their approval of the item. Any adverse documents not shown to the house staff

officer and signed as above may not be considered in any disciplinary hearing.

d. Written evaluations of House Staff officers will be performed regularly after each rotation in a timeframe and format acceptable to the RRC, specialty board or other accrediting body and disclosed in advance to the HSO. Program Directors will require faculty members to submit post-rotation evaluations in a timely manner, typically within thirty (30) days following the end of the rotation.

e. Upon request of a HSO, the Department Chair will furnish a letter of evaluation of his or her performance.

f. Residents may be required to complete and return in a timely fashion a confidential evaluation of the faculty, rotation and program as provided for in RRC and other accreditation and certification standards.

g. The HSO shall be permitted to challenge the validity of any documents in their files through the grievance procedure.

9. The Hospital shall provide mail slots for all House Staff Officers in a convenient location.
10. The House Staff shall only be required to fill out medical/insurance forms for outpatients during clinic hours.
11. The Hospital's Administrator/Human Resources will be available to discuss problems relating to security and maintenance in Hospital housing and other general parking and security problems with a representative of the CIR/SEIU.
12. The Hospital and the CIR agree to jointly print copies of the instant agreement within sixty (60) days of the execution. All costs will be shared. There will be sufficient copies for the CIR to distribute to each House Staff Officer and, in addition, one-thousand (1000) copies to be divided equally for the use by each party.
13. Once House Staff Officers are licensed, they are no longer able to use the Hospital DEA number. The Hospital will pay for DEA numbers

for all House Staff to meet this requirement.

14. House Staff Officers will not be required to clock in or clock out.

## **Article XXVI**

### **Parking**

1. House Staff Officers on-call shall be reimbursed for all on-call parking expenses, including parking costs incurred for the shift prior to the on-call. House Staff Officers shall receive parking vouchers, to be turned into the parking garage to cover costs up to 24 hours, equivalent to the number of scheduled on-calls at the beginning of each month from his/her Program Director or his/her designee. Vouchers will be used for hospital-related/on-call purposes only.
2. The Hospital will make available to CIR/SEIU members five (5) parking spots per year in the parking garage on Sixth Street between Seventh and Eighth Avenues. House Staff Officers will be delegated an additional five (5) parking spaces per year in the 12th Street lot. In the event that the hospital discontinues parking at the 12th Street lot, the Hospital will arrange for five (5) plus an additional three (3) parking spots at locations to be determined by the Hospital. The Hospital will use its best efforts to make the new spots available at the time that the 12th Street spots are discontinued. CIR/SEIU will distribute these spots on an equitable basis. The Hospital will subsidize parking at 50% of the monthly fee. This does not apply to residents who utilize the garage for 24-hour parking.

## **Article XXVII**

### **No Strike - No Lockout**

1. Neither the Union, nor any of its officers, representatives or agents, nor any House Staff Officer will directly or indirectly cause, engage or participate in any strike, sympathy strike, work stoppage, slowdown, sick-out, sit-in, demonstration on the Hospital's property, job action or

work interruption of any kind or any other interference with the operations of the Hospital (all of which are hereinafter referred to as "strike"). The refusal of any House Staff Officer to cross any picket line when scheduled to be at the Hospital will also be considered a violation of this Agreement.

2. If a strike occurs, or if any breach of the no-strike pledge has been threatened, the CIR/SEIU shall notify the House Staff Officers, in writing, of its disapproval of this action and instruct such House Staff Officers to cease such action immediately. Copies of such shall be furnished simultaneously to the Hospital.
3. The Hospital may discipline in any manner, up to and including discharge, any or all House Staff Officers who violate any of the provisions of this Article and such disciplinary action shall be subject to review through the procedure set forth in Articles XV and XVI of this Agreement.
4. The Hospital shall not lockout House Staff Officers.

## **Article XXVIII**

### **Management's Rights**

Unless modified or relinquished in this Agreement, the Hospital shall continue to have the 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 or 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 House Staff 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, the need for and extent of any layoff, and the sufficiency of the furnishings and other physical equipment at the Hospital's place of business. 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. All such rules and regulations shall be observed by the House Staff Officers covered by this Agreement. This

clause shall not be deemed to supersede any of the other provisions of this Agreement. The CIR/SEIU shall cooperate fully to communicate the foregoing to the House Staff.

**Article XXIX**  
**Labor-Management Meetings**

In the interest of sound labor relations, CIR/SEIU and NewYork-Presbyterian Brooklyn Methodist Hospital will form a Labor-Management Committee made up of House Staff Officers, CIR/SEIU Representatives, and the Hospital Vice President of Human Resources and his/her designees. The Labor Management Committee shall meet on a monthly basis, unless both parties deem it unnecessary in a given month, to discuss and address any workplace issues and concerns in any subjects which are not subject to the Grievance Procedure.

In addition, the Labor-Management Committee may discuss and attempt to reach a mutually agreeable solution to any problems arising from the implementation of interpretation of this Agreement in an effort to resolve issues of concern prior to the formal Grievance Procedure.

**Article XXX**  
**Political Action Checkoff:**

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

**Article XXXI**  
**Federal, State and Local Laws**

The Hospital shall comply with all federal, state, and local laws.

**Article XXXII**  
**ACGME Hours Regulation**

Upon the hospital's transition to the ACGME Hours Regulations both parties agree to re-evaluate those parts of the contract pertaining to benefits attached to on-call language.

## **Article XXXIII**

### **Quality Improvement**

The parties recognize that they have shared interests in ensuring effectiveness and efficiency in the delivery of patient care and in improving clinical outcomes and patient satisfaction. The parties also recognize the important role that residents play in many of the processes that contribute to these shared interests. Therefore the parties agree to set up the following programs:

- a) The Hospital will contribute an aggregate of \$150,000 for the term of the CBA to be used by the Hospital's House Staff Safety Council to assist in the engagement of House Staff Officers in the work of the Council relating to ACGME CLER and/or Hospital wide Quality and Safety priorities. The Council will make detailed written proposal(s) as to how funds will be utilized and the hospital leadership and CIR must jointly approve the intended use of the funds.
- b) The Hospital will fund a position to focus on hospital based clinical and administrative issues, systems based practice, and performance improvement. This position aims at achieving improvements in hospital efficiency and patient care, leading to substantial return investment. The position will be housed in Department of Medical Education but will be open to applicants from all fields. The position will have an office space accessible to all House Staff. The following process will apply to the hiring and job description for the position:
  1. If the chosen candidate has completed an accredited medical school program or is a current House Staff Officer, the individual selected for this position shall have the option for this position to function as a Fellowship. If the individual so chooses for the position to function as a Fellowship, the Fellowship will be a one-year position, with the option to renew the position for one (1) additional year. The fellowship shall not renew unless the Hospital decides to so renew the Fellowship at its sole discretion before the end of the fellow's one (1) year term. The fellow will be a full dues

paying member for CIR/SEIU and employment will be governed by all the provisions of the CBA except Article XIX.

2. If the chosen candidate is not a House Staff Officer or an accredited medical school graduate, or chooses not to have the position function as a Fellowship, the candidate will not be part of the bargaining unit and shall be employed as an at-will employee of the Hospital.
  3. The Hospital and CIR/SEIU will engage in a joint hiring process in which both parties recruit and interview candidates. Both parties must agree on a candidate before the position can be filled.
  4. The individual hired to this position shall have the following as his/her primary job duties:
    - i. The planning and execution of House Staff Quality Council meetings, initiatives, and projects described in paragraph a) of this Article and/or other improvement work directly involving House Staff.
    - ii. The hiree will meet at least once a month with CIR/SEIU representative to create and review a work plan as it pertains to paragraph a) of this article.
    - iii. The hiree will work with House Staff Quality Council chairs to create and deliver reports to various hospital-wide meetings including but not limited to GMCC and Medical Board.
- c) The hospital will participate in the multi-employer joint labor management committee, (known hereafter as the CIR-Joint Quality Improvement Committee, or JQIC) as provided for under § 302(c)(9) of the Labor-Management Relations Act (“LMRA”) 29 U.S.C. § 186(c)(9). The JQIC would be devoted to jointly developing best practices and methodologies around providing better quality, cost effective healthcare;

and, jointly disseminating said practices and methodologies among the resident physician members of CIR and participating hospitals.

Participation for NewYork-Presbyterian Brooklyn Methodist Hospital in the JQIC, will entail a contribution of no less than \$7 per resident per pay period. Said obligation will mature at the point that the JQIC once it is established or July 1, 2011, whichever is later. The actual rate of contribution for any participating hospital, which shall be no less than \$7 per member per pay period, will be negotiated between participating hospitals and CIR and will reflect their participation or non participation in other Quality Improvement Initiatives within this program (incentive bonus, gain sharing and creation of fellowship).

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

#### **Article XXXIV** **Mandatory Rotations**

House Staff Officers on mandatory rotations at hospitals besides Brooklyn Methodist, who are required in the same day to report to their mandatory rotation and report to Brooklyn Methodist, or who are required to travel to the non-Methodist rotation site from at-home call, shall be reimbursed for actual travel (IRS standard mileage rate, tolls, taxi, and MTA), parking expenses incurred, and for any required background checks. Residents must provide receipts in order to be reimbursed. The Hospital shall provide reimbursement within 45 days of receiving submissions.

#### **Article XXXV** **Elective Rotations**

House Staff Officers may apply for elective rotations at an off-site location, if comparable training is not available at NYP-Brooklyn Methodist Hospital. Applications must be received by the Hospital at least six (6) months in advance of the elective block. The Hospital shall, in its sole discretion, approve or deny such requests. Upon request, the Hospital shall provide the applicant with a written explanation of the reason for a denial. The Hospital's decisions on applications shall not be subject to the grievance

and arbitration provisions of this Agreement.

**Article XXXVI**  
**Termination and Renewal**

This Agreement dated June 18, 2020 shall be in full force and effect from November 1, 2019 through October 31, 2022 and shall continue in full force and effect and be automatically renewed from year to year thereafter unless either party gives written notice to the other party ninety (90) days prior to any expiration date of its desire to modify this Agreement.

For NewYork-Presbyterian  
Brooklyn Methodist Hospital



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**Robert Guimento**  
President

For The Committee of Interns  
and Residents/SEIU Healthcare



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**Margot Riphagen**  
Executive Director, CIR/SEIU

March 11, 2008

Mr. Dennis Buchanan  
Director, Human Resources  
New York Methodist Hospital  
506 Sixth Street  
Brooklyn, NY 11215-9008

Re: Orientation

Dear Mr. Buchanan,

In connection with the Collective Bargaining Agreement between the Committee of Interns and Residents/Service Employees International Union and New York Methodist Hospital for the period November 1, 2007 to October 31, 2010, the parties agree to continue the terms of the existing side letter regarding orientation as follows:

Two (2) Committee of Interns and Residents/Service Employees International Union representatives, but no more than two, will be authorized to be included in New York Methodist Hospital's New House Staff Orientation Program. This will include the distribution of appropriate handouts for a time period allocated for approximately ten (10) to fifteen (15) minutes.

Sincerely,

Hilary Kunizaki

NEW

BY:



AGREED:

YORK METHODIST HOSPITAL

\_\_\_\_\_

DATE: February 8, 2008





The Committee of Interns and Residents/SEIU (CIR/SEIU) represents over 17,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California, and New Mexico. Collective bargaining agreements cover both public and private sector hospitals.

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

This collective bargaining agreement, negotiated by CIR/SEIU members at New Presbyterian Brooklyn-Methodist Hospital, provides for salaries, leave time, a due process procedure in disciplinary cases, a grievance procedure, and other issues of concern to Housestaff.

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

**Committee of Interns and Residents/SEIU  
National Office**

**10-27 46th Avenue, Suite 300-2**

**Long Island City, New York 11101**

**ph: (212) 356-8100 fax: (212) 356-8111**

**[info@cirseiu.org](mailto:info@cirseiu.org) [www.cirseiu.org](http://www.cirseiu.org)**



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