



Collective Bargaining Agreement

Between

**Icahn School of Medicine at the Mount
Sinai at**

Elmhurst Hospital Center

and the

Committee of Interns and Residents/SEIU

July 1st, 2018 – July 15th, 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 18,000 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 Icahn School of Medicine at Mt. Sinai at Elmhurst Hospital Center, provides for salaries, leave time, a due process procedure in disciplinary cases, a grievance procedure, and other issues of concern to Housestaff.

Know your rights and benefits – read your CIR contract!

**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 www.cirseiu.org

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Language

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Article 1

Recognition

The Committee of Interns and Residents (CIR/SEIU) has been certified by the National Labor Relations Board in Case 29 RC 112517 as the representative for all full time and regular part time House Staff Officers, including interns, residents, chief residents, and fellows employed under the Icahn School of Medicine at Mount Sinai's programs at the Elmhurst Hospital Center in Elmhurst, New York. Excluded: All other employees including all physicians represented by the Doctor's Council SEIU, guards, managers and supervisors as defined in the Act.

Article 2
CIR/SEIU Dues and Security

1. It shall be a condition of employment that all House Staff Officers of the School covered by this Agreement shall on or by the 31st day following the effective date of this Agreement, become and remain members in good standing of the Union. It being understood that membership in good standing on the part of a House Staff Officer shall mean the payment of periodic dues uniformly required as a condition of membership, or pay an agency fee to the Union to cover the House Staff Officer's fair share of expenditures made by the Union for matters that are germane to collective bargaining. 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 or pay an agency fee to the Union.

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

2. CIR/SEIU 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 HSO, pursuant to the directive of CIR/SEIU, in such amounts as CIR/SEIU shall establish. The School agrees to forward said dues and agency fees to CIR/SEIU by the 20th day of the month after they are collected.
3. It is specifically agreed that the School assumes no obligation, financial or otherwise arising out of the provisions of this Article, and CIR/SEIU agrees that it will indemnify and hold the School harmless for any claims, judgments, actions or proceedings made by any House Staff Officer arising from deductions made by the School pursuant to this Article. After deductions are remitted to CIR/SEIU, the disposition thereof shall be the sole and exclusive obligation and responsibility of CIR/SEIU.
4. The School shall ensure that CIR/SEIU is allotted a reasonable time at all departmental orientation sessions in order to disseminate information concerning CIR/SEIU and its benefit to new House Staff. Each year, the School shall provide to CIR a list by department of all new interns, residents and fellows at least two (2) weeks prior to orientation.
5. By July 15th of each year, the School shall forward to CIR/SEIU a complete list of HSO's in the bargaining unit, compiled from the School's records, which list shall include designation by post graduate years, and fellowship titles, if any, and home or mailing address. Changes to such list shall be forwarded to CIR/SEIU monthly.
6. As HHC controls the physical space and resources at Elmhurst Hospital Center, the School shall provide a locked bulletin board in a visible location at each site for use by CIR/SEIU, dependent upon such bulletin boards being provided by HHC.

7. Release time may be granted for periodic labor management meetings and CIR representatives may be released to attend the annual CIR convention, at the sole discretion of the Program Director.

Political Action Check-Off

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

Article 3
Salaries and Meal Allowance

A. Salary

1. The appointment of a House Staff Officer shall be based on the House Staff Officer's appropriate Post Graduate Year (hereinafter "PGY"), which shall be determined as follows:
 - a. A House Staff Officer who has not completed at least one year of service in an ACGME accredited training program shall be placed at the PGY-1 level.
 - b. A House Staff Officer who has successfully completed one or more years of service in an ACGME accredited 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 successfully 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 ACGME training program in a specialty other than that in which the House Staff Officer is serving shall be classified on the basis of cumulative years of such service, for salary purposes only.
 - c. A House Staff Officer with prior service in a non-accredited training program shall be classified at the PGY level appropriate to the years of service (s)he has successfully completed in the current specialty area at the School. Additional credit, if any, for non-ACGME 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 of Service at the time of appointment.
 - d. Provided that a House Staff Officer has successfully completed the requisite number of years of service, in the event a HSO changes his/her specialty, he/she shall receive a maximum credit of two years for prior service in such other ACGME accredited program for salary purposes only.

2. A year of service in a training program as herein referred to shall mean a year of service in a training program which has been certified as having been completed by the appropriate School authority. A year of service shall include service as a chief resident and research years that include clinical assignments at the School.

A House Staff Officer who, during the term of this Agreement, successfully completes his/her service for a year and is reappointed to serve for an additional year shall be advanced to the next higher PGY, for salary purposes only.

Base Salary for each PGY level as of July 1, 2018 shall be as follows:

PGY	Current	9/1/18 (2%)	1/1/20 (2.25%)	3/15/21 (3%)
1	\$63,476.79	\$64,746.32	\$66,203.11	\$68,189.20
2	\$66,919.29	\$68,257.68	\$69,793.48	\$71,887.28
3	\$70,515.61	\$71,925.92	\$73,544.25	\$75,750.58

4	\$73,327.93	\$74,794.48	\$76,477.36	\$78,771.68
5	\$76,144.83	\$77,667.72	\$79,415.24	\$81,797.70
6	\$77,863.21	\$79,420.47	\$81,207.43	\$83,643.65
7	\$79,739.96	\$81,334.76	\$83,164.79	\$85,659.74

B. Meals:

Beginning July 1, 2019, the School shall pay House Staff Officers on active payroll the sum of one hundred eleven dollars and twenty-three cents (\$111.23) each biweekly pay period for the purpose of purchasing meals while on duty. The total annual sum paid to each House Staff Officer shall not exceed the sum of twenty-nine hundred dollars (\$2,900). All payments made under the terms of this agreement shall be subject to the applicable payroll withholding tax.

Article 4
Vacations

1. The annual vacation allowance for House Staff Officers employed for a twelve (12) month period shall be four weeks (20 days with pay). With the permission of the Program Director or Designee, House Staff Officers shall be permitted to split vacation time or use it as a whole unit at the House Staff Officer's choice. Such permission shall not be unreasonably denied.
2. When, due to the needs of a given service, it is necessary to limit vacations, they may be limited to the extent of one week only per House Staff at the discretion of his/her Program Director.
3. Vacations must be taken during the year they are accrued.

Article 5

Family and Medical Leave

1. The School shall fully comply with all aspects of the FMLA. All applications for FMLA must comply with the House Staff Manual and Mount Sinai's policies and procedures governing such leave. HSO's returning from family leave may be required to complete missed rotations in order to become Board eligible. All institutional requirements, including but not limited to notice to the program, must be met. When the need for leave is foreseeable, HSO must provide at least 30 days written notice explaining the reason for the leave and the leave's anticipated duration. When leave is not foreseeable, notice must be given as soon as practicable (generally within one of two working days) after learning of the need for leave except in extraordinary circumstances. Accrued vacation must be used. Accrued sick time may be used during leave of absence for the HSO's own illness only.
2. Prior to returning to active duty status for one's own illness, the House Staff Officer must submit appropriate medical documentation to the School.
3. In addition to the Family and Medical Leave benefits described above, the following shall apply to House Staff Officers who are pregnant:

Consistent with the FMLA and other applicable laws, a pregnant House Staff Officer who presents medical substantiation of a physical disability as a result of pregnancy may, to the extent possible, be assigned electives and rotations appropriate to the medical condition. If such an assignment is not possible the HSO will be required to take maternity leave as provided by the FMLA. A pregnant HSO whose assignment may expose her to radiation may request an assignment where the risk of exposure is eliminated or reduced to acceptable standards. These reassignments and requested changes shall be in conformity with the rules of the HSO's specialty board and within the constraints of the program.

Article 6
Sick Time

1. Twelve (12) days of paid sick leave shall be provided per year cumulative to a maximum of sixty (60) days. Sick leave shall accrue annually as of the date of appointment. If a House Staff Officer's (HSO) appointment includes a portion of a year, then sick leave shall be pro-rated for that portion of the year.
2. Disability due to maternity shall be considered sick leave pursuant to this section.
3. Pregnant House Staff Officers shall be reasonably protected from exposure to radiation and chemicals.

Article 7

Personal Days and Parental Leave

a. Personal Days:

Effective with the first day of employment and on each annual anniversary date thereafter, each House Staff Officer shall be credited with four (4) personal days off with pay for each twelve months of employment. Personal days shall be approved by the Director of Service and such approval shall not be unreasonably denied. Such days must be used within the twelve-month period or they will be forfeited.

b. Parental Leave

House Staff Officers shall receive one (1) day off with pay for the birth or adoption of a child. Requests for parental leave must be submitted in advance.

Article 8
Bereavement Leave

1. In the event of death of a HSO's mother, father, spouse, domestic partner, child, grandparent, brother or sister, the HSO shall be paid at his/her regular pay for three (3) working days absence for the purpose of attending the funeral services or arranging for burial.
2. HSOs will not be required to make up on-calls missed while on bereavement leave.

**Article 9
Holidays**

1. The following days shall be considered School holidays:

New Years Day
Martin Luther King Jr. Day
Presidents Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

2. In so far as the School recognizes the holidays listed above, the School shall make every effort to distribute the holidays on an equitable basis whenever practicable.

Article 10

Medical Education Benefits/Conference Reimbursement

- a. Effective July 1, 2015, the School shall make monthly contributions of thirty eight (\$38.33) dollars and thirty three cents for the purpose of providing each HSO 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 \$450 educational benefit per eligible HSO per VHHSBP plan year, which is July 1 to June 31. Any unused portion of an individual HSO's fund balance will be rolled over to the following plan year for house staff officers continuing their training at the School. The School shall not cite this provision as a justification for the reduction of any benefit provided by the Hospital or any benefit provided by an individual residency program.
- b. Effective 7/1/2019, in an effort to continue to promote scholarly activity, any House Staff Officer, at the discretion of the Director of Service, shall be reimbursed for conference-related expenses such as registration, posters, travel, meals, and lodging. The reimbursement shall be up to five hundred and fifty dollars (\$550) per academic year. Any unused amount shall not roll over from year to year. The use of the conference reimbursement shall be in addition to the House Staff Officer's current professional education allowance (see section a above) of four hundred and fifty dollars (\$450) and shall not be contingent upon the depletion of the professional education allowance before submitting for reimbursement. Approval to attend conferences shall not be arbitrarily denied by the Director of Service. The reimbursement shall be paid no later than forty-five (45) days or as soon as practicable after the submission of the complete and accurate travel voucher, along with original expense receipts and any other necessary documentation related to the attendance at the medical conference.

Article 11
Disciplinary Procedure

Disciplinary Action: The Program Director, the Department Director, the President of the Mount Sinai Health System, or the Medical Director of the Queens Health Network may take disciplinary action, including termination for cause, against any House Staff Officer who:

- A. Fails to demonstrate an acceptable level of competence concerning an academic or clinical matter. An academic or clinical matter shall be one that relates to a resident's acquisition of core competencies as well as the development of the clinical skills necessary to function as a physician in the resident's medical specialty.
 - B. Commits an act that constitutes professional misconduct under the New York State Education Law.
 - C. Fails to abide by the By-laws, Rules and Regulations, or policies of the Hospital or the Medical Staff or breach of professional ethics.
 - D. Engages in any activities that are a threat to the welfare or safety of patients, employees, other physicians, or the Hospital.
 - E. Falsifies any Hospital document, or falsifies or misrepresents prior training or educational experience.
2. *Notice:* Notice of disciplinary action shall be in writing, shall include the action taken and the basis therefor, and shall be given to CIR and the House Staff Officer. If no request for a hearing is made by CIR or the House Staff Officer pursuant to Paragraph 3, below, the disciplinary action shall become effective and final.
3. *Right to a Hearing:* CIR or any House Staff Officer who has received notice of proposed disciplinary action may request, in writing, a hearing before the House Staff Hearing and Appeals Sub-Committee of the Medical Board within ten (10) calendar days from receipt of such notice. Requests should be directed to the President of the Medical Board in care of the House Staff Office at Room A1-27B. Non-promotion or nonrenewal of a contract is subject to a hearing by the House Staff Hearing and Appeals Sub-Committee of the Medical Board. Discipline issued pursuant to paragraphs 1.C-E above may be pursued through the grievance procedure under Article 12.

4. *Hearing*

- A. The House Staff Hearing and Appeals Sub-Committee shall hold a hearing no sooner than 15, and no later than 45 days, from the date the written request for the hearing is received. A majority of House Staff Hearing and Appeals Sub-Committee members shall constitute a quorum. CIR shall be entitled to be present at the hearing. The House Staff Officer shall be entitled to be present at the hearing, to present relevant evidence and witnesses on his or her behalf, and to question witnesses appearing in support of the charges made. Written notice of hearing shall be given no later than fourteen (14) days from the filing of the request for a hearing.

The House Staff Officer may challenge for cause the participation of any member of the House Staff Hearing and Appeals Sub-Committee who in the House Staff Officer's opinion would not be able to render an impartial decision. It shall be at the sole discretion of the House Staff Hearing and Appeals Sub-Committee Director whether to excuse any member of the House Staff Hearing and Appeals Sub-Committee so challenged. However, no one who participated in the decision to discipline or under such person's supervision shall be appointed to the Sub-Committee.

The scope of the hearing shall be limited to determining whether there is sufficient evidence to demonstrate that the adverse action taken by the Department was not arbitrary and capricious. All testimony at the hearing shall be under oath, and a transcript of the hearing shall be made. The rules of evidence shall not apply, and the decision shall be based on a preponderance of the evidence.

At the hearing, the staff member or applicant may be represented by CIR, an attorney or other person of his or her choice. The role of this representative or department's attorney shall be limited to: (1) providing advice and counsel to the Staff Member or applicant; and (2) addressing the members of the House Staff Hearing and Appeals Sub-Committee. The role of the representatives for either party shall not include the presentation of evidence or the examination or cross examination of witnesses. The House Staff Hearing and Appeals Sub-Committee may, in its discretion, further define, expand or limit the role of any such representative.

A majority of members of the House Staff Affairs Hearing and Appeals Sub-Committee shall constitute a quorum. The House Staff Hearing and Appeals Committee shall make such additional rules as it deems necessary to assure prompt, fair, and expeditious handling of the matter. The House Staff Hearing and Appeals Sub-Committee may take whatever action, consistent with Hospital policy, it considers appropriate.

- B. Within twenty-one (21) days of the conclusion of the hearing, the House Staff

Hearing and Appeals Sub-Committee shall make a written report of its findings and decision to the Director of the Hospital, the Department Director and the House Staff Officer.

5. *Appeal:* The decision of the House Staff Hearing and Appeals Committee may be appealed by the House Staff Officer or CIR, the Chief of Services or Hospital Director to the Executive Committee of the Medical Board, *and a member of the Medical Board who did not participate in the ad hoc committee hearing* within fifteen (15) days of receipt of notice of the decision of the House Staff Hearing and Appeals Sub-Committee. If no request for an appeal is made, the decision of the House Staff Hearing and Appeals Sub-Committee shall be final. The appeal shall be limited to the record of the proceedings before the House Staff Hearing and Appeals Sub-Committee, and the scope of review shall be limited to determining whether there is a reasonable basis on which to support the findings and conclusions of the House Staff Hearing and Appeals Sub-Committee. Within 30 days after the conclusion of the appeal, the House Staff Hearing and Appeals Sub-Committee shall send notice of its decision to the House Staff Officer, CIR, the Chief of Service, and the Hospital Director. The decision of the House Staff Hearing and Appeals Sub-Committee shall be final.
6. *Summary Suspension:* A House Staff Officer may be summarily suspended from his or her duties and responsibilities without a hearing where his or her continued presence is deemed a risk to the Hospital or its patients. Following such action either by the Chief of Service or by the Hospital Director with the concurrence of the Chief of Service, the House Staff Officer or CIR shall have the right to an immediate appeal to the House Staff Hearing and Appeals Sub-Committee. A summary suspension of a House Staff Officer pending termination shall be a suspension without pay, such suspension without pay, however, shall not exceed thirty (30) days in length. If the House Staff Officer or CIR requests a hearing before the House Staff Hearing and Appeals Sub-Committee, and the House Staff Officer is subsequently reinstated, he or she may be entitled to full or limited back pay at the discretion of the House Staff Hearing and Appeals Sub-Committee.
7. The termination of a House Staff Officer shall not go into effect until the completion of all due process procedures described in this Article. A House Staff Officer may be summarily suspended without pay for no more than thirty (30) days or relieved of clinical responsibilities with pay by the department Chief of Service before the School's internal procedures take place or are completed. A suspension without pay will be imposed only in cases where the School determines that the HSO poses a danger to patients, staff, or the School. The School shall not report the suspension to any regulatory agencies until a meeting is held with the Medical Director or his/her designee to review the reasons for the discipline. Nothing herein shall prevent the Hospital from complying with any reporting required by law.

Where suspension without pay is imposed, a meeting shall take place that will include at least the Medical Director or their designee and the House Staff Officer, who shall have the right to have a CIR representative present. This meeting shall be held within fourteen days (14) from the date of the summary suspension to review the reasons for the suspension and the viability of alternative assignments. The Medical Director will decide whether continued suspension (with or without) pay during School's internal procedures is warranted or whether the House Staff Officer shall be returned to full, partial or reassigned duties during due process proceedings. Temporary suspension shall end at any time during due process proceedings when the Medical Director determines that a viable alternative exists. In cases where a suspension without pay is imposed and there is no finding of wrongdoing, the house staff officer will be made whole in regards to compensation.

8. Any of the time limits in this Article may be extended by mutual agreement of the parties.

Article 12
Grievance Procedure

1. A grievance shall be defined as a dispute regarding the interpretation or application of the terms and conditions of the collective bargaining agreement.
2. Such grievance may be brought by the CIR pursuant to the following three (3) step procedure:

Step 1: The CIR shall present the grievance in writing to the appropriate Director of Service no later than thirty (30) calendar days after its occurrence, with a copy to the Human Resource Department. The Director of Service, or his or her designee, shall take appropriate steps to resolve the dispute, but, in any event, must reply in writing to both the House Staff Officer and CIR no later than ten (10) calendar days after the presentation of the grievance.

Step 2: If the grievance is not satisfactorily resolved at Step 1, a written appeal to Human Resources must be made within ten (10) calendar of the receipt of the Step 1 determination. The Associate Director of Human Resources shall take appropriate steps to resolve the dispute, including meeting with CIR within ten (10) calendar days, and shall reply in writing to CIR no later than ten (10) calendar days after the appeal hearing is held.

Step 3: If the grievance is not satisfactorily resolved at Step 2, the CIR shall either proceed within twenty-one calendar days after the receipt of the Step 2 determination, to final and binding arbitration before a single arbitrator, pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association, or by failing to arbitrate the issue, shall accede to the prior determination and waive all further rights hereunder.

Any of the foregoing steps may be waived by mutual written consent of the parties. Should the individual charged with making a determination at Step 1 or Step 2 exceed a time limit without such consent, then the grievance may be deemed denied and appealed to the next step.

House Staff Officers shall be entitled to representation by CIR at all Steps of the grievance procedure.

The Department will allow time off to House Staff Officers involved in grievance proceedings so long as time off shall not interfere with normal school and/or facility operations.

Any of the time limits in this Article may be extended by mutual written agreement of the parties.

Issues related to regular and recurrent alleged or inappropriate assignment of House Staff Officers shall be submitted to the Labor Management Committee prior to initiation of Step 1 of the grievance procedure. If the determination by the Labor Management Committee is not agreed upon by CIR, they may file a grievance pursuant to this article's Step 1 grievance procedure within 30 days.

Article 13

Management rights

Except to the extent expressly limited in this agreement, the School retains the sole right to manage its affairs. It is the exclusive right of the School, which are not subject to collective bargaining, to direct its organization and its operations. These exclusive rights include but are not limited to: direction of all of the education components of the Graduate Medical Education Program and the evaluation of the House Staff Officers performance in the Graduate Medical Education Program. The School also has exclusive rights related to curriculum design, work assignments and work rules that apply to House Staff Officers. The School is the sole authority that promulgates rules and regulations, transfers or reassigns House Staff Officers as well as hires, classifies, promotes, demotes, lays off or recalls House Staff Officers.

The School also retains the right to discipline and/or discharge House Staff Officers for matters pertaining to patient care or the failure to comply with relevant institutional policies. The School exclusively determines the manner in which departments or programs will be managed, contracted, reduced or terminated. This includes the right to consolidate, relocate, contract out, terminate, expand, cease or expand operations, establish new programs, and/or reorganize operations regardless of whether any of the previously mentioned actions cause a reduction in the bargaining unit.

Furthermore, it is the intention of the parties that all rights, privileges or obligations which are not specifically mentioned by the parties in this Agreement or by law are retained by the School.

None of these rights may be exercised in an arbitrary and capricious manner.

Article 14
Work Schedules

If practicable, changes in a works schedule during a House Staff Officers contract term shall be the subject of reasonable prior notice to the affected House Staff Officer.

The School will ensure that House Staff Officers duty hours and work schedules conform to the NY State regulations and ACGME standards.

Any concerns regarding the School's compliance with NY State Regulations or ACGME guideline shall be referred to a joint committee to fully investigate and determine solutions. Such issues shall not be subject to the Grievance and Arbitration provisions of this Agreement.

Moonlighting shall be permitted only with advance permission of the Program Director or designee.

Article 15
Out of Title Work

No House Staff Officer shall be regularly and recurrently assigned to duties not appropriate to a House Staff Officer as the Accreditation Council for Graduate Medical Education (ACGME) and/or the applicable Residency Review Committee (RRC) define those duties.

Residents must comply with completing the annual ACGME survey in order to demonstrate compliance with these issues.

Article 16

On-Call Rooms and House Staff Lounge

1. On-Call Rooms

- a. As HHC controls the physical space and resources at Elmhurst Hospital Center, the School will abide by the ACGME standards regarding on-call rooms for as long as such rooms are provided by HHC. If and to the extent that the School becomes aware that HHC will make any changes in the location of on-call rooms, the School shall immediately inform CIR and allow CIR to participate in any discussions regarding on call rooms with HHC.
- b. The School agrees that it will advise HHC that there should be no more than four (4) House Staff Officers per on-call room and that there should be sufficient rooms to allow separation of genders.
- c. The School agrees to advise HHC to ensure that on-call rooms have secured access points for which all House Staff Officers shall be provided with entry codes, keys, or swipe card access as necessary.

2. House Staff Lounges

- a. With the understanding that HHC controls the physical space of Elmhurst Hospital Center, the School shall abide by the ACGME standards regarding House Staff lounges for as long as such lounges are provided by HHC.

Article 17

Uniforms and Laundry

1. The School will provide to all House Staff Officers free laboratory coats for as long as HHC continues to provide the laboratory coats.
2. The School shall provide to all House Staff Officers who are exposed to contaminants or blood borne pathogens, appropriate 24 hour access to clean scrubs at both the Mount Sinai Medical Center and Elmhurst Hospital Center. Appropriate changing facilities shall be maintained for all departments.
3. The School agrees to comply with OSHA standards regarding the laundering of uniforms.

Article 18

Lockers and Beepers

1. **Lockers:** As HHC controls the physical space and resources at Elmhurst Hospital Center, the School will abide by ACGME standards requiring secured space.
2. **Beepers:** As HHC controls the physical space and resources at Elmhurst Hospital Center, the School will furnish each House Staff Officer with a beeper that is provided by HHC. It is the responsibility of the House Staff Officer to guarantee that the beeper is functioning and immediately notify their Program Director or designee of a non-functional beeper. It is the responsibility of the School to provide a functional beeper.

Article 19

Medical Libraries and Computers

1. The School will maintain libraries at both the Mount Sinai Medical Center and Elmhurst Hospital Center in convenient locations. The School will endeavor to provide 24-hour online access to a core library of full-text journals, textbooks, and manuals at workstations convenient to resident work areas, lounges, and on-call rooms. As HHC controls the physical space and resources at Elmhurst Hospital Center, the School will attempt to provide House Staff Officers 24-hour access to working printers, which are maintained by HHC.
2. As HHC controls the physical space and resources of Elmhurst Hospital Center, the School shall attempt to ensure that HHC maintains the copy machine in the library. House Staff Officers shall only be entitled to make a reasonable number of free copies of items available in the Medical Libraries with the agreement of HHC provided all copyright and intellectual property laws are observed.
3. The School will continue to supply all House Staff Officers with access to the Levy Library.

Article 20
Access to Files

1. As HHC controls the physical space and resources at Elmhurst Hospital Center, the School will attempt to ensure that all House Staff Officers, during the term of appointment, shall have the right to receive, at time of issuance, free copies of requested documents placed in their official House Staff record, as long as HHC provides the School with the equipment and resources to do so.
2. However, it is understood that the following are excluded from the above: pre-employment references, and all materials protected by patient confidentiality rules and regulations.
3. House Staff Officers shall have the right to receive all School evaluatory statements at the time it is added to their file, and shall right to respond to such statements in writing, and such statements shall be added to their file. The School shall also provide upon request, any remediation or documents related to any form of discipline.
4. House Staff Officers may, but are not required, to initial or sign file entries to indicate their review of the document(s) placed in their file.

Article 21

Representation on School Committees/Collaboration

1. In accordance with current practice, the School shall 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. In accordance with current practice, House Staff Officers, selected by their peers, shall participate in School committees and councils which are relevant to their specialties and education and that relate to patient care review activities.
3. All House Staff Officers shall be notified of the date, place and time of the committee meeting in advance. Meetings shall be scheduled at times that residents are able to attend, if practicable.
4. 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.
5. The School and House Staff Officers will partner in an approach over the course of this agreement to facilitate House Staff participation in quality improvement and patient safety. The Program Director will meet with the House Staff Officers to facilitate House Staff involvement in the School Quality Improvement Initiatives, as required by ACGME standards.

Article 22

Labor-Management Meetings

1. In the interest of sound labor relations, CIR/SEIU and the School will form a Labor-Management Committee made up of House Staff Officers, CIR/SEIU Representatives, and the School Medical Director and his/her designees. The Labor management Committee shall meet on a regularly scheduled basis to discuss and address any issues and concerns in any one or more of the following subjects which are not subject to the grievance procedure:
 - The content and structure of House Staff training programs and possible changes within applicable standards and guidelines;
 - Ancillary Staffing patterns and the level of patient care at both the Mount Sinai Medical Center and Elmhurst Hospital Center;
 - Patient Care Facilities;
 - The impact of patient care admission policies;
 - Orientation programs of new House Staff Officers.

2. 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 23
Visitation

A duly authorized representative of the Union may only visit the Elmhurst premises by prearrangement with the Director of Human Resources, or his or her designee at a reasonable time to discharge the Union's duties as the collective bargaining representative of the staff members of the Union. Such visitation must not interfere with work and responsibilities of the House Staff members or the operations of School.

Article 24

No Strike/No Lockout

1. No House Staff Officer 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 School.
2. The Union, 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 School, 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 School occur, the Union, within twenty-four hours of a request by the School shall:
 - a. Publicly disavow such action by the House Staff Officers.
 - b. Advise the School in writing that such action by House Staff Officers has not been called or sanctioned by the Union.
 - c. Notify House Staff Officers of its disapproval of such action and instruct such House Staff Officers to cease such action and return to work immediately.
 - d. Post notices at Union Bulletin Boards advising that it disapproves such action, and instructing House Staff Officers to return to work immediately.
4. The School agrees that it will not lock out House Staff Officers during the term of this Agreement.

Article 25
Safety and Security

As HHC controls the physical space and resources at Elmhurst Hospital Center, the School will work with local HHC leadership to address any issues regarding the safety and security of House Staff Officers. To achieve these goals:

- a. Any infection control literature, seminars, and other educational tools offered to the medical staff at no cost will be made available to House Staff Officers. House Staff Officers will be required to complete the appropriate Infection Control training that is included at both the orientation and as part of the annual mandatory training.
- b. If the use of Personal Protective Equipment is necessary, House Staff Officers must use this equipment which is located on patient care units.

Article 26
Employee Security

In the event of a reduction of a program or closure at the end of program year, the School shall notify affected House Staff Officers within thirty (30) days of the School's decision. This shall apply to any notice from an accreditation body (e.g. ACGME) regarding non-accreditation, probation or similar change in any professional status of any program.

The School shall make best efforts to find other similar programs, either in-house or with other hospitals and schools to place affected House Staff Officers.

This includes best efforts to place affected House Staff Officers in other accredited residency programs in the same specialty.

The School will also provide a list of resources designed to assist House Staff Officers in their search for placement, including contact name, phone numbers and addresses which may be helpful for placement.

Article 27

Prohibition Against Discrimination

The School shall not discriminate against any House Staff Officer on account of race, color, creed, religion, citizenship, place of medical education, national origin, sex, age, disability, or sexual orientation.

Article 28
Individual Contracts

Each House Staff Officer prior to his/her employment at the School shall receive a written contract that shall set forth the School's commitments to such House Staff Officer and the House Staff Officer's commitments to the School. The contract will include the PGY level and wages appropriate to that PGY level.

The form of individual contract presently used by the School shall be furnished to the CIR/SEIU and, if changed, a copy of such changes shall be furnished to the CIR/SEIU prior to its use.

HSOs with annual contracts shall be notified in writing no later than six (6) months before expiration of their contracts if the contract is to be non-renewed.

Such recommendation of non-renewal will follow School policy and ACGME guidelines.

Article 29

Issuance of Certificates

The School shall issue the appropriate certification, including academic affiliation, as soon as practicable each House Staff Officer's satisfactory completion of their training program or part thereof.

Article 30
Malpractice

The School will ensure that all HSO are provided with malpractice insurance. The School shall comply with all ACGME regulations regarding malpractice insurance.

Article 31
Separability

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 32
Successorship

Before any mergers, sale or other change of ownership, the School shall provide written notice to the CIR ninety (90) days in advance of such action, if practicable.

Article 33
Miscellaneous

1. **CIR Staff ID:** The School shall ask HHC to provide a School identification badge for CIR/SEIU staff representatives.
2. **Pay for Orientation:** Incoming House Staff Officers shall be paid at their regular rate of pay for Orientation and/or work performed prior to July 1st of their first year in the School.
3. **Printing of Contract:** The School and CIR/SEIU agree to jointly print copies of the instant agreement within sixty (60) days of the execution. All reasonable cost will be shared. There will be sufficient copies for the CIR to distribute to each HSO and, in addition, one hundred fifty (150) copies to be divided equally for use by each party. The School shall pay 25% of the total cost to print the agreed upon number of
4. **contracts.**

Termination and Renewal

This Agreement, dated July 1, 2018 shall be in full force and in effect from July 1, 2018 through and including July 15, 2022.

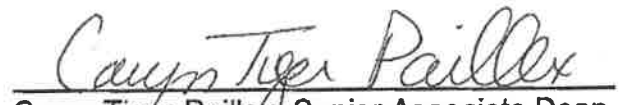
In Witness Whereof, the parties hereto have caused these presents to be signed by their duly appointed representatives this 1st day of June, 2018.

For the Committee of Interns and Residents – SEIU Health Care



Dr. Keriann Shalvoy, President

For ICAHN School of Medicine at Mount Sinai at Elmhurst Hospital Center



Caryn Tiger-Paillex, Senior Associate Dean



**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 www.cirseiu.org**