



Collective Bargaining Agreement

Between

BronxCare Hospital System

and the

Committee of Interns and Residents/SEIU

January 1st 2023 – December 31st , 2025

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 22,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California, New Mexico, Illinois, Vermont Collective bargaining agreements covering 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 BronxCare Hospital System, provides for salaries, leave time, a due process procedure in disciplinary cases, a grievance procedure, and other issues of concern to Housestaff.

Know your rights and benefits – read your CIR contract!

Committee of Interns and Residents/SEIU

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**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**COMMITTEE OF INTERNS AND
RESIDENTS/SEIU**

AND

BRONXCARE HOSPITAL SYSTEM

January 1, 2023 – December 31, 2025

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ARTICLE 1

RECOGNITION

1. The BRONXCARE HOSPITAL SYSTEM ("BCHS") recognizes the COMMITTEE OF INTERNS AND RESIDENTS ("CIR") as the sole and exclusive collective bargaining representative for the titles interns, residents and fellows employed by BCHS and wherever assigned. Persons in such titles are hereinafter collectively referred to as "House Staff Officers" or "HSO."
2. It is not the intention of BCHS to utilize volunteers to undermine the rights of the House Staff Officers covered by the collective bargaining agreement.

ARTICLE 2

CIR SECURITY

1. It shall be a condition of employment that all House Staff Officers covered by this Agreement who are members of CIR/SEIU in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on or by the 31st day following the effective date of this Agreement, whichever may be later, become and remain members in good standing of CIR/SEIU. It shall also be a condition of employment that all House Staff Officers covered by this Agreement and hired on or after its effective date or the execution thereof, whichever may be later, shall on or after the 31st day following the beginning of such employment become and remain members in good standing of CIR/SEIU. For the purpose of this Agreement, "good standing" shall consist of the payment of periodic dues as uniformly required by CIR/SEIU as a condition of membership, or of the payment of an agency fee to CIR/SEIU.

2. No discrimination or reprisal shall be visited against any such House Staff Officer by either party based on membership or non-membership in the CIR.
3. The CIR shall have the exclusive right to the check off and transmittal of dues on behalf of each employee in the unit, said dues 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, in such amounts as the CIR shall establish. BCHS agrees to forward said dues to the CIR within thirty (30) days of the end of each month.
4. It is specifically agreed that BCHS assumes no obligations, financial or otherwise, arising out of the provisions of this Article, and the CIR hereby agrees that it will indemnify and hold BCHS harmless from any claims, actions or proceedings by any House Staff Officer arising from deductions made by BCHS hereunder. Once the funds are remitted to the CIR, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the CIR.
5. A list of House Staff Officers shall be provided to the CIR by July 31st of each year and shall include names, addresses, PGY levels, and fellowship titles, if any.

ARTICLE 3

WAGES

1. The appointment of a House Staff Officer shall be based on their appropriate Post Graduate Year (hereafter "PGY"), which shall be determined as follows:
 - a. A House Staff Officer who has not completed at least one year of service in an Accreditation Counsel for Graduate Medical Education "ACGME" or AMA-CME-ADA-AOA accredited 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 ACGME or AMA-CME-ADA-AOA 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 completed two years of service in such training program shall be placed at a PGY 3).
- c. A House Staff Officer required to spend a prerequisite period of service in an ACGME or AMA-CME-ADA-AOA accredited training program in a specialty other than that in which they are serving shall be classified on the basis of cumulative years of such service, provided, however, that in the event a House Staff Officer changes their specialty, they shall receive a maximum credit of two years for prior service in such other ACGME or AMA-CME-ADA-AOA accredited training program. Where there is a claimed violation of credit for prior service, retroactive pay shall be limited to sixty (60) days prior to the date on which BCHS is first notified of such a claim.
- d. When some or all of the prior service of a House Staff Officer has been in a non-ACGME or AMA-CME-ADA-AOA accredited training program, they shall, at a minimum, be classified at the PGY level appropriate to the years of service they have completed in an ACGME or AMA-CME-ADA-AOA accredited training program. Non-ACGME or AMA-CME-ADA-AOA training will be evaluated by the individual Director of Service in reference to assignment of PGY levels for salary purposes. Such training will be re-evaluated if full accreditation is received and upon presentation to the chairman, however, the final decision will be made by the departmental chairman. Increased standing by a Specialty Board for non-ACGME or AMA-CME-ADA-AOA accredited training program shall not apply retroactively during the term of this contract, but be effective only from the time the affected House Staff Officer submits such determination to their director and to the BCHS's Personnel Department.

2. A House Staff Officer converted to a PGY level pursuant to Section 1 shall, if hereinafter reappointed, be deemed to have served the number of years in an ACGME or AMA-CME-ADA-AOA accredited training program applicable to the PGY level to which they have been converted and equated pursuant to Section 1.
3. A House Staff Officer who, during the term of this agreement, successfully completed their service for a year and is reappointed to serve for an additional year shall be advanced to the next higher PGY.
4. A year of service in a training program as herein referred to shall mean a year of service in a training program which shall have been certified as having been completed by the appropriate BCHS authority.
5. Salaries are set forth as follows:

PGY	Current Salary	2023	2024	2025
PGY1	\$70,363	\$75,288	\$79,806	\$83,796
PGY2	\$74,515	\$79,731	\$84,515	\$88,741
PGY3	\$81,425	\$87,125	\$92,352	\$96,970
PGY4	\$84,548	\$90,466	\$95,894	\$100,689
PGY5	\$87,956	\$94,113	\$99,760	\$104,748
PGY6	\$93,818	\$100,385	\$106,409	\$111,729

- a. Effective the first pay period following January 1st, 2023, each HSO on the payroll of BCHS on said effective date and covered by this agreement will receive a seven percent (7%) salary increase of their December 31, 2022 base rate.
- b. Effective the first full pay period following January 1st, 2024, each HSO on the payroll of BCHS on said effective date and covered by this agreement will receive a six percent (6%) salary increase of their December 31, 2023 base rate.

- c. Effective the first full pay period following January 1st, 2025, each HSO on the payroll of BCHS on said effective date and covered by this agreement will receive a five percent (5%) salary increase of their December 31, 2024 base rate.

6. Orientation Bonus

- a. Effective the first payroll period in each of the three (3) contractual years covered by this Agreement, each newly hired (i.e., incoming) House Staff Officer on the payroll of BCHS on each said respective date and covered by this Agreement, shall receive a one-time lump sum bonus payment of Five Hundred Dollars (\$500.00) less applicable deductions and withholdings as required by applicable law.
- b. The lump sum payment shall not be considered as pay for any purpose, including payment of contributions to, or benefits provided by CIR funds, or for purposes of overtime, differentials, or any form of premium pay.
- c. Wellness: In recognition of the Orientation Bonus, BCHS and the CIR jointly acknowledge the importance of House Staff Officers well-being, and agree to regularly discuss House Staff Officers participation in BCHS wellness activities.

ARTICLE 4

MEALS

- 1. 1. Effective July 9, 2023, BCHS agrees to provide to each House Staff Officer, including fellows and chief residents, a meal card with an annual stipend of \$2,700 to purchase meals while on duty at the Hospital. The meal card can be used like a debit card or credit card at any food and beverage merchant and mobile delivery platform to assist House Staff Officers in receiving quality and diverse meals

while on duty. House Staff officers, including fellows and chief residents, on duty during the night shall be provided with coffee which will be delivered to the following sites: Concourse Location (1650 Grand Concourse) ("Concourse")-9th Floor on-call suite, 4th floor resident room, 8th floor resident room, 16th floor resident room, 17th floor resident room and Fulton Location (1276 Fulton Avenue) ("Fulton") – 5th floor Doctor's Dorm. The current practice for House Staff Officers concerning breakfast will continue.

2. BCHS agrees to provide the on-call suite lounges on the 9th floor of Concourse and the 5th floor of Fulton with a full size refrigerator, a microwave and a television.
3. BCHS shall provide breakfast and lunch for days spent at the Hospital for mandated orientation prior to each July 1.

ARTICLE 5

HEALTH & WELFARE BENEFITS

1. Voluntary Hospitals House Staff Benefits Plan
 - a. BCHS shall continue to contribute to the Voluntary Hospitals House Staff Benefits Plan (the "VHHSBP") in the amounts set forth below in paragraph 1b for each House Staff Officer employed by BCHS and covered by this agreement and their eligible dependents (as defined in the VHHSBP summary plan description). Such contributions shall be used by the Trustees of VHHSBP for the purpose of providing each House Staff Officer and their eligible dependents with hospital, medical, major medical, dental, life (participant and spouse only), dismemberment (participant only), disability (participant only) coverage and legal 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”).

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

<u>Effective Date</u>	<u>Applicable Monthly Contribution Rate</u>
2023	\$1226
2024	\$1263
2025	\$1301

- c. The Trustees of VHHSBP will conduct on-going reviews of the financial status of the VHHSBP. 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 or decrease in the monthly contribution rate is necessary to maintain current covered benefits determined by the Trustees of the VHHSBP and an appropriate reserve in accordance with the Trust Agreement and applicable laws.
- 2. BCHS shall furnish the VHHSBP with lists of incoming and departing House Staff Officers prior to June 1 of each Plan Year. In addition, BCHS shall also furnish VHHSBP with a full list of all House Staff Officers employed by BCHS 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.
 - 3. For House Staff Officers starting or terminating at times other than the

Plan Year, lists of newly hired or departing House Staff Officers are to be made to VHHSBP within 30 days from the date the House Staff Officer is added to, or deleted from the payroll. VHHSBP shall have the right to audit the employment records of BCHS, upon reasonable notice, to confirm any information necessary for the proper administration of the VHHSBP and to ensure that BCHS is remitting the appropriate contributions.

4. BCHS shall provide these lists (cited above in paragraph 3) to CIR/SEIU in an Excel-compatible spreadsheet, either via email or on a disk.
5. The excel spreadsheet template referred to in Section 4, above, shall contain the following information:

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 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.

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

ARTICLE 6

VACATION/HOLIDAYS

1. The annual vacation allowance for House Staff Officers employed for a twelve (12) month period shall be four weeks (20 days). With the permission of the Director of Service, 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 Officer at the discretion of their Director of Service and pay for lost vacation shall be granted within thirty (30) days of completing the program.

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

4. Anything to the contrary herein notwithstanding, pay in lieu of vacation shall be provided in the case of House Staff Officers serving their last year of residency, where full House Staff coverage in the given service

cannot, in the discretion of the appropriate Director of Service, be obtained.

5. Vacations must be taken during the year they are accrued unless permission is granted by the Director of Service due to a special need of the House Staff Officer.
6. The following days shall be considered BCHS holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
7. House Staff Officers who are required by BCHS to work on a scheduled holiday shall be scheduled an alternate work day off within one hundred twenty (120) days of the holiday.

ARTICLE 7

MALPRACTICE INSURANCE

1. BCHS shall at all times indemnify, save and hold House Staff Officers harmless against any and all liabilities, loss damage, costs and expenses, of whatever kind or nature, including counsel and attorney's fees, which they may sustain or incur by reasons of acts or omissions committed or performed within the scope of their duties at BCHS and during the course of their BCHS employment, studies, administrative or committee functions, or responsibilities, subject to the following exclusions:
 - a. criminal actions or proceedings;
 - b. assault and battery committed by or at the direction of a House Staff Officer and which alleged actions are clearly not within the proper course of a House Staff Officer's duties or functions;
 - c. liability of other individuals or entities assumed by a House Staff

Officer under any contract or agreement;

- d. bodily injury, sickness, disease or death of any House Staff Officer arising out of or in the course of their duties or responsibilities.
 - e. acts or omissions which result in an award of punitive damages, except that coverage hereunder shall apply in cases where both compensatory and punitive damages are sought to the extent that BCHS shall investigate and defend such claims without cost to the House Staff Officer and indemnify, save and hold him/her harmless to the extent any compensatory damages are awarded; and
 - f. home health care services which are not rendered in the scope of a House Staff Officer's employment.
- 2. Notwithstanding the foregoing, the coverage provided by BCHS hereunder shall be in excess over any other insurance insuring all or part of a claim made against a House Staff Officer for any act or omission hereinbefore set forth. Insurance for any such act or omission provided under any affiliation agreement of another institution shall likewise be deemed primary and its applicability shall precede the operation of the coverage by BCHS hereunder.
 - 3. Each House Staff Officer shall be required, as a condition to the provision of coverage by BCHS hereunder, to provide written notice as soon as practicable to the Chief Executive Officer of BCHS, or their designee, of any acts or omission hereinbefore set forth, which has resulted or may result in a claim or suit against a House Staff Officer and about which they have received written or other notice.
 - 4. In the event that any legal action is taken against any House Staff Officer for an act or omission hereinbefore set forth, either jointly with BCHS or individually, BCHS shall notify the House Staff Officer and defend such action at its sole expense, and the House Staff Officer

shall cooperate with BCHS in the defense thereof. BCHS hereby undertakes to defend any suit against any House Staff Officer alleging any act or omission, as hereinbefore provided, and seeking compensatory damages, in whole or in part, in connection therewith, even if all or part of such allegations are groundless, false or fraudulent; and BCHS shall pay, in addition to any such damages which may be claimed against the House Staff Officer, any expense necessarily incurred by the House Staff Officer in connection with their cooperation with BCHS in the defense thereof and all cost and interest taxed against any House Staff Officer. BCHS shall further pay all premiums on any appeal bonds required in any legal action against any House Staff Officer covered hereunder, and all premiums on bonds to release attachments against the House Staff Officer and their property.

5. BCHS shall have the exclusive right to adjust, settle, or compromise any claims, suit or judgment in respect of any obligation or liability of any House Staff Officer covered hereunder and shall be, to the extent hereinbefore set forth, the sole obligor making payment thereof and of all obligations of any House Staff Officer for which BCHS is the indemnitor hereunder.
6. This agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives and successors, but shall not inure to the assignees of either of the parties unless written consent thereto is given to the other party.
7. House Staff Officers will be informed of their malpractice coverage including the name of the insurer at the start of their employment.

ARTICLE 8

ON-CALL ROOMS

1. On-call rooms shall be properly maintained seven (7) days a week. Maintenance shall include, but not be limited to, clean linens and towels daily; rooms and bathrooms swept and/or mopped and fixtures cleaned on a regular basis. Effective immediately, at Fulton Division Doctors Dorm, bathrooms and showers for the exclusive use of House Staff Officers shall be located on the same floor as and in proximity to on-call rooms. At the Concourse Division, BCHS will have bathrooms and showers for the exclusive use of the House Staff Officers located on the same floor as and in proximity to on-call rooms (except floors 2 and 3).
2. The bathrooms and showers shall be gender limited.
3. BCHS shall use its best efforts to ensure that the number of on-call rooms shall be sufficient so that there shall be no more than two HSO's assigned to any room.
4. On-call rooms shall be located in the new building and at the Fulton Division in areas as close as possible to the patient care area in which the House Staff Officer is assigned for Specialty Care Units, OB/GYN, Pediatrics and Medical Code teams.
5. On-call rooms shall be provided with locks and telephones in working order as soon as practicable. Said rooms also shall receive pest extermination on a regular basis, and shall have proper heating and air conditioning.
6. BCHS will attempt to provide lounges within available space limitations and resources. BCHS agrees to provide the on-call suite lounges on the 9th floor of Concourse and the 5th floor of Fulton with a full size refrigerator, a microwave and a television.

7. The parties agree to convene an ad hoc committee of five (5) House Staff Officers who will meet with the Assistant Vice President – Engineering and Facilities Planning or their designee to identify issues and discuss solutions concerning the number of House Staff Officers assigned to any one on-call room, lockers, and lounges.
8. The provisions of Paragraph 7 of this article shall not be subject to the Grievance and Arbitration procedure.
9. BCHS will provide on call room keys to each House Staff Officer as appropriate.
10. BCHS will make its best efforts not to reduce the existing on call rooms.

ARTICLE 9

ACCESS TO FILES

All House Staff Officers shall have access to their personnel files, to receive a copy of any hospital evaluatory statement at the time it is added to their file, and have a right to respond to any BCHS evaluatory statements by a written statement which shall be added to the file. House Staff Officers shall be permitted to challenge the validity of any BCHS documents in their files through the grievance procedure. A House Staff Officer who requests a copy of their file shall not be unreasonably denied. It is understood that private reference submissions sent to BCHS prior to employment are not covered by this Article.

All Housestaff Officers shall have access to their personnel files, to receive a copy of any hospital evaluatory statement at the time it is added to their file, and have a right to respond to any Hospital evaluatory statements by a written statement which shall be added to the file. Housestaff Officers shall be permitted to challenge the validity of any Hospital documents in their files through the grievance procedure. A Housestaff Officer who requests a copy of their file shall not be unreasonably denied. It is understood that private reference submissions sent to BCHS prior to employment are not covered by this Article.

ARTICLE 10

LAUNDRY

Each House Staff Officer shall be assigned 6 usable white coats and 6 usable sets of cloth scrubs.

BCHS shall provide free laundering of uniforms and shall continue its past practice with regard to replacing uniforms. BCHS shall provide all House Staff Officers access to clean lab coats and scrubs twenty-four (24) hours a day, seven (7) days a week.

ARTICLE 11

EMPLOYEE'S SECURITY

1. An incumbent House Staff Officer shall not be prevented from completing their residency program because of BCHS's decision to reduce the number of House Staff Officers in the program for budgetary reasons, 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 Officers appointments may be processed in accordance with Article XV hereof.
2. BCHS will notify each House Staff Officer affected and the CIR:
 - a. Within thirty days of a decision to discontinue any training program for any reason. Immediately upon receipt from the ACGME or AMA-CME-ADA-AOA of any notification regarding non-accreditation or probation or similar change in the professional status of any training program.

- b. In the event of a termination of a program, BCHS shall provide House Staff Officers reasonable time off to accommodate their transition to another residency program. Transition shall consist of, but not be limited to, days off for interviews, moving accommodations and orientation in an accepted program.

ARTICLE 12

LEAVE TIME

Effective July 2022, as stipulated under the Accreditation Council for Graduate Medical Education (ACGME) all House Staff Officers shall be entitled a paid leave of absence for up to six (6) weeks, upon the first date of enrollment, for approved medical, parental, and caregiver leave(s) of absence for qualifying reasons that are consistent with applicable laws at least once and at any time during an ACGME accredited program starting the day the House Staff Officer is required to report. Applicable laws shall include Family Medical Leave (FMLA), Paid Family Medical Leave (PFL) and disability leave. House Staff officers shall use their front loaded 12 sick days and 20 days of vacation to be paid during the six (6) weeks paid leave of absence mentioned above. At least one week of paid time off must be granted for use outside of the aforementioned six weeks.

1. Sick Days

1. Twelve (12) days of paid sick leave shall be provided per year cumulative to a maximum of forty-eight (48) days. Disability due to maternity shall be considered as sick leave.
2. Sick Time may be used for medical and mental health appointments. To the best of their ability, House Staff Officers will provide two (2) weeks notice to chiefs for necessary medical (including dental and vision) and mental health appointments (excluding emergency sick visits). House Staff Officers will not be required to find their own coverage. Such requests shall not be unreasonably denied.

3. At no time shall House Staff Officers be required to make up contractually obligated time except where necessary to become Board Eligible.

2. Bereavement

a. A House Staff Officer shall be paid at their regular pay for five (5) working days absence in the event of the death of a grandparent, parent, spouse, dependent or brother or sister; one (1) day paternity leave, and three (3) consecutive days marital leave.

3. Personal Days

a. Two (2) personal days shall be provided to all House Staff Officers per year. One (1) day shall be credited on July 1st and January 1st of each year of employment.

b. A personal day is defined generally as one which a HSO may use to attend to private or personal matters or to observe religious holidays.

c. Personal days are to be scheduled and approved by the Department Chairman at least two weeks in advance, whenever possible.

d. BCHS retains the right to reschedule a personal day in an emergency.

e. Personal days not used within the calendar year in which they occur shall be lost.

4. Exam Days

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

2. Education leave of up to five (5) days with pay to attend medical conferences shall be granted to eligible employees, provided that appropriate coverage can be arranged within the department. Eligible employees are those House Staff Officers in the final year of their basic residency, and any House Staff Officer who is a Chief Resident or Fellow.
3. In addition, all eligible employees (as defined in 4(a) above) shall receive a conference allowance of up to \$1075. The allowance shall be paid each year and no later than thirty (30) days after submitting expense receipts related to attendance at the medical conference(s)
4. Where existing practices regarding the matters in 4(a) and 4(b) are better, those practices shall continue.
5. In addition, all eligible employees (as defined in (a) above), shall receive a Board Review reimbursement of up to \$400.

5. When a House Staff Officer is required to take the ACLS course, they shall be given time off for the length of the course. Coverage shall be arranged by the Department as required, except in an emergency, but at no additional cost to BCHS.

6. BCHS shall pay for ACLS, ATLS, APLS, and BLS courses as required. House Staff Officers shall take these courses at BCHS. If the required course is not offered at BCHS, BCHS shall pay for the House Staff Officer to attend the required course in the New York Metropolitan area with prior approval of the Chief of Service.

7. As stipulated under the Accreditation Council for Graduate Medical Education (ACGME) all House Staff Officers are only eligible for up to six (6) weeks paid leave for personal illness, parental and/or caregiver reasons. House Staff officers shall use their front loaded twelve (12) sick days and twenty (20) days vacation to be paid during the six (6) weeks paid leave of absence mentioned above.

8. All House Staff Officers that meet FMLA and PFL statutory requirements shall be eligible for such leaves of absences in which six (6) of those weeks shall be viewed as concurrent with the ACGME leave

stipulation, provided, however, BCHS shall be fully responsible for the compensation of House Staff Officers during the six weeks. House Staff officers shall use their front loaded twelve (12) sick days and twenty (20) days' vacation to be paid during the six (6) weeks.

9. HSOs may supplement New York State Paid Family Leave and/or short- and long-term disability benefits with Paid Time Off (PTO, e.g: vacation, sick or personal days) for any portion of leave not provided for in the section titled "Paid Family Leave" at a rate of 1/3 vacation per leave day in order to receive full pay, but HSOs are not required to do so.

10. HSOs using Academic Leave shall have the right to reserve up to one week of Paid Time Off. The HSO may choose which type and amount of Paid Time Off (vacation, sick, and/or personal days) to reserve.

11. Parental Leave – House Staff Officers who are pregnant may, upon request and with proper notification to their departments and documentation from their personal physician, be assigned electives and rotations appropriate to their condition, to the extent practicable, relieved of a reasonable and limited amount of night call and exposure to diseases, radiation and chemicals, which may be harmful to the fetus and mother, and be allowed to schedule personal medical visits as appropriate. Such requested changes shall be in conformity with the rules of the House Staff Officer's specialty board and within the constraints of the program.

BCHS may require such House Staff Officers to present documentation from their personal physician that they are able to continue at or return to work. Unless Employee Health declares that they are unable to work, pregnant House Staff Officers may continue to work as long as they perform their regular duties or as modified in such a way as to meet satisfactory levels appropriate to their specialty board and departmental requirements before they use their accrued paid and unpaid leave time.

Upon request, House Staff Officers shall be eligible for a Parental Leave of Absence of up to three (3) months without pay in addition to accrued paid holidays, sick and vacation time. House Staff Officers may request to extend such leave for up to an additional three (3) months and shall not be unreasonably denied. Such requested leaves shall be in conformity with the rules of the House Staff Officer's specialty board and within the constraints of the program.

Such House Staff Officers shall be allowed to return to their positions without loss of earned credit for full or partial years of service providing that such accreditation allowances shall be made within the rules or guidelines of the House Staff Officer's specialty board. If eligible, the payment of short term and long term disability compensation shall be provided by the VHHSBP.

House Staff Officers will not be unreasonably denied the opportunity to schedule time for childbirth training classes for themselves or with their spouses as necessary. Such requests shall be in conformity with the rules of the House Staff Officer's specialty board and within the constraints of the program.

Adoption shall be treated the same as birth as provided for in this Article. Any child or day-care services provided to other hospital employees shall also be offered to House Staff Officers.

Coverage for Absent House Staff Officers – In conformance with the rules of the House Staff Officers specialty board and upon presentation of satisfactory medical documentation, the House Staff Officer who is absent for an episode of illness, or is temporarily relieved of night call (as per Section 7), for at least five (5) days may not be required to make up missed on-call assignments.

Coverage for such missed on call assignments will be provided by other House Staff Officers who will be compensated at a rate of \$250 for each additional on call assignment. There shall be an annual cap of 140 paid coverages provided for ill/absent House Staff Officers as described above. There shall be no carryover of unused on call coverage allocations from year to year. The coverage year shall be January 1st to December 31st.

When House Staff Officers voluntarily exchange on call assignments for their mutual benefit, such additional on call duty and the provisions for additional compensation shall not apply. The assignment of additional on call shall be done in a fair and equitable manner.

Paid Family Leave

1. Under the New York State Paid Family Leave Law (NYSPFL), House Staff Officers who work a regular schedule of twenty (20) or more hours per week are eligible for Paid Family Leave after twenty six (26) consecutive weeks of employment: (i) to participate in providing care for a family member with a serious health condition; (ii) to bond with a new child within twelve (12) months from the date of the child's birth, adoption, or foster care placement, or when the House Staff Officer must be absent from work for the child's adoption or foster care placement to proceed; (iii) for a qualifying exigency (as defined by the FMLA) arising from the fact that a House Staff Officer's child, parent, spouse or domestic partner has been called, or notified of an impending call, to US military service. House Staff Officers who work a regular schedule of less than twenty (20) hours per week are eligible for Paid Family Leave after 175 days of employment, whether or not consecutive. (House Staff Officers should refer to HR policy HR231 B for further details regarding Paid Family Leave terms and eligibility requirements.) PFL shall run concurrent with ACGME stipulated leave

ARTICLE 13

CHIEF RESIDENT DIFFERENTIAL

BCHS will pay House Staff Officers who are assigned the duties of a Chief Resident (with the knowledge and consent of the Chief of Service) - \$3,500 per year to be paid on a prorated basis each month.

ARTICLE 14

HOSPITAL PREROGATIVES

All rights, powers, discretion, authority and prerogatives possessed by the BCHS prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the BCHS, except as limited herein. The CIR shall cooperate fully to insure the foregoing and to render the highest quality patient care and facilitate BCHS operations.

ARTICLE 15

GRIEVANCE PROCEDURE

1. A grievance shall be defined as a dispute regarding: (a) the interpretation or application of the terms of this written Agreement; (b) regular and recurrent assignment of a House Staff Officer to duties not appropriate to a House Staff Officer; or (c) a question regarding the non-renewal of the appointment of a House Staff Officer.

A grievance may be brought by an individual House Staff Officer and the CIR, or by the CIR alone, and shall be undertaken pursuant to a three (3) step grievance procedure as follows:

2. **FIRST STEP:** The House Staff Officer and CIR shall take the grievance up directly with the Director of Service or Administrator involved. The Director of the Service or Administrator shall give their answer to the House Staff Officer and the CIR within five (5) days thereafter.

SECOND STEP: If no satisfactory settlement is reached at the First Step, the CIR may present the grievance in writing to an appropriate administrative official or their designated representative within five (5) working days after the Director of Service or Administrator has given their answer at the First Step.

The appropriate administrative official or their representative will meet with a representative of the CIR within seven (7) working days after receipt of the written grievance and shall give their answer in writing to the written grievance within seven (7) working days after they meet with the CIR representative.

THIRD STEP: If any grievance is not disposed of in the foregoing procedure, the CIR may within fifteen (15) working days after it receives the appropriate administrative official's or their representative's answer at their Second Step, give to the appropriate

administrative official's or their representative a written notice of its desire that the grievance be submitted to final and binding arbitration.

Within fifteen (15) working days after the appropriate administrative official or their representative receives said written notice, the CIR may submit a dispute to final and binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

3. In the event a grievance is of a general nature affecting either all of the House Staff Officers of a single service or two or more House Staff Officers assigned to different services, the CIR may file such grievances at the Second Step without resort to the previous step.
4. The parties shall bear equally the fees and expenses of the arbitrator.
5. Failure by a House Staff Officer or the CIR to follow the time limits specified in this Article shall constitute a waiver of the right to further process the grievance. Failure by BCHS to respond within the time limits prescribed shall be deemed a denial of the grievance.
6. For the purpose of this Article, workdays shall not include Saturday, Sunday or holidays.
7. Grievances related to non-renewals, clinical competence, and the care and treatment of patients shall be submitted to the Medical Board of BCHS for a final and binding decision in lieu of submission to the American Arbitration Association. BCHS will recommend to its Medical Board that both the House Staff Officer and the Medical Board may be represented by Counsel if the Medical Board, in its discretion, permits both sides to be represented by counsel.

ARTICLE 16

DISCIPLINARY ACTION

1. Except for the matters described in Article XVI, Paragraph 7, there shall be no dismissal, demotion or fine assessed against any House Staff Officer except for cause and until there has been a hearing on notice as set forth below. BCHS will not withhold paychecks for disciplinary reasons.
2. When disciplinary action is contemplated, either by a Director of Service or Administrator, written charges shall be simultaneously presented to the House Staff Officer and to the CIR Contract Administrator assigned to BCHS. It is understood that a House Staff Officer may be relieved immediately of medical responsibilities by a Director of Service or appropriate administrative official of BCHS without a hearing where their continued presence is deemed to be a risk. Any resulting grievance will start at the Third Step.
3. Grievances arising under this Article shall be processed in accordance with Article XV ("Grievance Procedure"). The House Staff Officer or CIR must present the grievance within ten (10) days of receiving written charges.
4. BCHS will provide House Staff Officers with reasonable time off to defend themselves in disciplinary hearings.

ARTICLE 17

INDIVIDUAL CONTRACTS

1. Each House Staff Officer shall, prior to their employment by BCHS, receive a written contract not inconsistent with any of the provisions herein which shall set forth BCHS' commitments to such House Staff Officers in the following areas: (a) maintenance of electives, and (b) PGY level and wages appropriate to that PGY level. In the event BCHS, for reasons beyond its control, cannot meet its obligations under (a) above, it shall immediately notify the individual House Staff Officer and make arrangements to provide a satisfactory substitute elective.
2. The form of individual contract presently used by BCHS shall be furnished to the CIR and, if changed, a copy of any such change will be furnished to the CIR prior to its use.
3. House Staff Officers PGY 2 and above shall be notified in writing seven and one-half (7½) months prior to the end of their annual contract year if their contract is to be non-renewed. (For example, November 15th shall be the date following a July 1st appointment). PGY 1 House Staff Officers and any other House Staff Officers (regardless of PGY level) in their first year of residency at BCHS shall be notified in writing six and one-half (6½) months prior to the end of their annual contract year if their contract is to be non-renewed. (For example, December 15th shall be the date following a July 1st appointment). House Staff Officers with contracts for less than twelve (12) months shall be given notice of non-renewal by the first day after the expiration of one-half (½) of the duration of such contract. Grievances regarding a failure to provide timely notice of non-renewal under this provision shall be subject to the Grievance and Arbitration procedure of this Agreement.
4. No individual waiver by a House Staff Officer of their rights under the collective bargaining agreement shall be effective unless consented to in writing by the CIR.

ARTICLE 18

WORK SCHEDULES

1. No House Staff Officer shall be required to perform duty in BCHS more frequently than an average of ten (10) calendar nights in a thirty (30) calendar day period.
2. Any concerns over BCHS' compliance with Part 405 of the New York State Department of Health regulations shall be referred to a joint committee to identify those concerns and find solutions. The issues regarding Part 405 compliance shall not be subject to the Grievance and Arbitration provisions of this Agreement.

ARTICLE 19

PROFESSIONAL EDUCATION BENEFITS

Effective July 1, 2014, BCHS shall begin contributing to the Voluntary Hospitals House Staff Benefits Plan ("the Plan") for the purpose of providing certain professional educational benefits to its participating eligible House Staff Officers. The specific professional educational benefits to be provided shall be determined by the Plan.

Effective July 1, 2023, the Hospital shall contribute to the Plan on behalf of each eligible House Staff Officer employed by the Hospital on the first (1st) day of that month and covered under this Agreement the amount of Seventy-Five Dollars (\$75) per month for a total of Nine Hundred (\$900) per year. The Plan shall be entitled to deduct from such contributions an administrative fee of Ten Dollars (\$10) per eligible House Staff Officer per plan year. This administrative fee has been included in the above monthly and yearly employer contribution rates.

ARTICLE 20

PARKING

BCHS shall provide an individual and vehicle where available for transportation of House Staff Officers between Concourse and Fulton and their parking lots. Between 7 A.M. and 7 P.M., transportation between lots and both divisions shall be on a regularly scheduled basis. Between 7 P.M. and 7 A.M., transportation shall be provided upon request within a reasonable period of time, which shall not exceed thirty (30) minutes.

All House Staff Officers who are required to work outside of Concourse and Fulton shall be provided with transportation to that outside rotation site or transportation reimbursement for travel to satellite sites.

ARTICLE 21

PROHIBITION AGAINST DISCRIMINATION

BCHS shall not discriminate against any House Staff Officer on account of race, color, creed, citizenship status, gender identity or expression, place of medical education, national origin, sex, military status, age, disability, sexual orientation or marital status.

ARTICLE 22

MISCELLANEOUS

1. BCHS will make reasonable efforts to provide or compile a list of available personnel to act as translators.

2. BCCHS will provide bulletin board space for use by the CIR.
3. BCCHS shall continue to work toward improving security for BCCHS and parking lot areas.
4. The Hospital will station one security officer in each of its Emergency Rooms.
5. BCCHS will provide Hepatitis B vaccine for House Staff Officers who want it free of charge.
6. It is understood that one House Staff Officer who has already served at least one year at BCCHS will continue to be a voting member of the Medical Board as the House Staff representative, and shall be designated by House Staff Officers. BCCHS will recommend to the Medical Board that a second House Staff representative designated by House Staff Officers be added to the voting membership of the Medical Board.
7. It is understood that the Medical Library will remain open from 9 A.M. to 5 P.M., Monday - Friday and that keys will be made available to House Staff Officers at a designated location when the Medical Library is not open. House Staff Officers will have access to "free" photocopying, and twenty-four (24) hour access to the libraries at Fulton and Concourse.
8. It is understood that all present benefits and privileges (including professional and Hospital courtesy) will be maintained.
9. Sufficient beepers will be made available for all House Staff Officers while on duty.
10. To maintain good labor relations, both parties agree to establish an ad-hoc labor management committee. The committee will address issues of concern to either side.

11. CIR agrees to meet and discuss BCHS' implementation of a comprehensive timekeeping/security system to be selected by BCHS.

ARTICLE 23

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 BCHS' property, job action or work interruption of any kind or any other interference with the operations of BCHS (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 BCHS 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 Committee 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. BCHS 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 XVI and XVII of this Agreement.
4. The Hospital shall not lockout House Staff Officers.

ARTICLE 24

SEPARABILITY

In the event that any provision of this Agreement shall, at any time, be declared invalid or void by any court of competent jurisdiction or by any legislative enactment or by Federal or State statute or local ordinance enacted subsequent to the effective date of this Agreement, such decision, legislative enactment, statute or regulation shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid or void shall remain in full force and effect.

ARTICLE 25

POLITICAL ACTION COMMITTEE CHECK-OFF

Upon receipt of written authorization from a House Staff Officer in the form attached hereto, BCHS shall, pursuant to such authorization, deduct from the wages of said House Staff Officer once a month the sum specified in said authorization and remit same to a fund established pursuant to applicable law, (the "Fund"), to receive contributions to be used for political purposes.

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

ARTICLE 26

PERFORMANCE INCENTIVE PROGRAMS

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 House Staff Officers play in many of the processes that contribute to these shared interests. The CIR has agreed to partner with BCHS to actively participate in the coordination of patient care.

The House Staff Quality Council comprised of administration, faculty, House Staff Officers, and a CIR Representative will reach a consensus on specific area(s) of concentration by department, a work plan, and quantitative results, including financial savings to the Hospital.

Projects will be considered for approval only if they fit within the following categories: Preference Labs and Radiologic Testing, Process and Workflow including Discharge Planning, HEDIS Quality Scores for Managed Care, Improving Patient Satisfaction, and Efficiencies in the Ambulatory EMR, and improved Inpatient Documentation.

If the agreed upon results are achieved, the hospital will contribute an aggregate amount of Three Hundred Thousand (\$300,000) for the term of the CBA. If more than one department is working together to achieve a hospital wide goal, each department will be evaluated on individual results. As part of the \$300,000 incentive monies, CIR and BCHS will agree on an incentive structure for each project in which project leads receive a higher incentive payout than others for successful projects. The entire department must achieve the agreed upon results in order for the House Staff Officers in that department to qualify for the incentive.

The Hospital will dedicate current staff resources to assist with the achievement of the above-mentioned goals.

ARTICLE 26-A

CIR MULTI-EMPLOYER FUND

The multi-employer joint labor management committee, (known hereafter as the CIR-Joint Quality Improvement Association, OR JQIA) as provided for under 302 (c)(9) of the Labor-Management Relations Act ("LMRA) 29 U.S.C. and 186 (c)(9), 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.

Effective January 1st 2017, BCHS shall participate in the JQIA, and will make a contribution of Three Dollar Fifty Cents (\$3.50) per House Staff Officer per pay period commencing the first full pay period following January 1, 2017.

The actual rate of contribution for any participating hospital 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.

BCHS's participation in the JQIA will terminate effective at the end of the last day of the last full pay period in 2022.

ARTICLE 27

HOUSING

Upon request, BCHS will assist newly appointed House Staff Officers in finding housing. BCHS will also assist House Staff Officers, who are unable to secure housing on their own, by signing leases on their behalf, provided

that said House Staff Officers agree to make the rental payments, pursuant to such leases, through payroll deductions. Those House Staff Officers who are living in housing in which BCHS has the lease will pay the rent through their payroll deductions.

ARTICLE 28

PATIENT CARE FUND

1. The Hospital agrees to provide two annual installments (covering the 2023 to 2024, and 2024 to 2025 academic years) of Thirty Thousand Dollars (\$30,000) towards the Patient Care Fund.
2. The House Staff Quality Council, a representative from CIR, and a representative from the Hospital will be responsible for reviewing purchase requests and making recommendations to the Physician-in-Chief. Any BCHS House Staff Officer may make a request to the House Staff Quality Council.
3. The Physician-in-Chief or designee shall have 30 days to approve or reject the House Staff Quality Council recommendations. If the Chief of Medicine or designee rejects House Staff Quality Council recommendations, written notice will be provided to the House Staff Quality Council.
4. Approved items shall be ordered within sixty (60) days of approval. The Hospital will make a reasonable effort to ensure that items are delivered in a timely manner.

ARTICLE 29

CHILD CARE

Effective January 1, 2020, BCHS shall provide and administer Flexible Spending Account for IRS eligible Dependent Care Expenses for any House Staff Officer with eligible dependents who wishes to participate. BCHS will allow HSOs to elect to make voluntary payroll deductions up to the allowable

IRS maximum for said account. Contact Human Resources, Benefit department for further details and application.

ARTICLE 30

OUT OF TITLE WORK

House Staff Officers shall not be required to perform ancillary duties and responsibilities regularly and recurrently. The parties recognize that House Staff Officers have professional responsibilities for the care and treatment of patients. BCHS recognizes that the provision of minimum standard of ancillary and support services is a fundamental institutional responsibility. BCHS acknowledges a House Staff Officer's duties are defined by the ACGME/AOA/ACPME/CODA and/or the applicable Residency Review Committee (RRC). Out of title work issues will be brought to the Labor Management Committee. The Labor Management committee will be given thirty (30) days to address the issues before a grievance can be filed.

ARTICLE 31

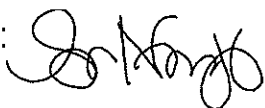
RENEWAL OF CONTRACT

This Agreement shall be in full force and effect for 36 months from January 1, 2023 through December 31, 2025, and shall continue in effect and be automatically renewed from year to year thereafter unless either party gives written notice to the other at least ninety (90) prior to December 31, 2025 of its desire to modify this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized representatives as of:

Agreed By:

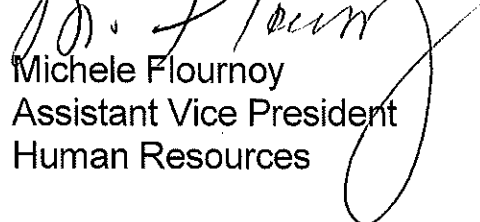
Committee of Interns and Residents/SEIU Healthcare

By: 

Susan Naranjo, Executive Director

Date: 7/16/2023

BronxCare Hospital System

By: 
Michele Flournoy
Assistant Vice President
Human Resources

Date: 7/17/2023



Committee of Interns & Residents/SEIU

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