



# **Collective Bargaining Agreement**

Between

**Westchester County Health Care  
Corporation**

and the

**Committee of Interns and Residents/SEIU**

**July 1, 2025 – June 30, 2030**

**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 40,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, Rhode Island, California, New Mexico, Vermont, Illinois, Idaho, Washington State, and Pennsylvania. 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 Westchester County Health Care Corporation, 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!**

**To contact your CIR organizer, call or write:**

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This **Agreement** is entered into this 1st day of July 2025 by and between WESTCHESTER COUNTY HEALTH CARE CORPORATION, with Executive Offices at 100 Woods Road, Valhalla Campus, Valhalla, New York 10595, hereinafter designated as the "Corporation" and the COMMITTEE OF INTERNS AND RESIDENTS/SEIU, having offices at 10-27 46th Ave Suite 300-2 Long Island City, NY 11101 hereinafter designated "CIR," for the period from July 1, 2025 – June 30, 2030.

**WHEREAS**, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing, and

NOW, THEREFORE, it is mutually agreed as follows:

## **ARTICLE I**

### **RECOGNITION**

#### **Section 1.**

The Corporation recognizes the CIR as the sole collective bargaining representative for employees of the Corporation in the following titles, or in successor titles thereto:

Medical Intern

Resident Physician

Medical Fellow

Persons employed in the foregoing titles are hereinafter collectively referred to as "House Staff Officers."

#### **Section 2.**

The terms "employee" and/or "house staff officer," whether singular or plural, shall for the purposes hereof refer only to those persons in the unit described in Section 1 of this Article.

#### **Section 3.**

The Corporation shall not utilize volunteers so as to undermine the rights of house staff officers covered hereunder.

## **ARTICLE II**

### **COMMITTEE SECURITY AND DUES CHECKOFF**

#### **Section 1**

The Corporation agrees that all house staff officers employed by the Corporation are eligible to become and remain members of the CIR.

#### **Section 2.**

The Corporation agrees that it will exercise best efforts to ensure that such house staff officers suffer no discrimination or reprisals by reason of their membership in or legitimate activities on behalf of the CIR.

#### **Section 3.**

- a. The CIR shall have the exclusive right to the check off and transmittal of dues on behalf of the employees.
- b. Any employee may consent in writing to the authorization of the deduction of dues from his/her wages and to the designation of the CIR as the recipient thereof. Such consent, if given, shall be in the proper form acceptable to the Corporation, which form shall bear the signature of the employee. The Corporation shall commence deduction of dues as soon as possible, but in no case later than thirty (30) days after receiving proof of a signed dues check off authorization form or card.
- c. All dues deducted from the wages of employees shall be transmitted to CIR within thirty (30) days of deduction.

#### **Section 4.**

The Corporation shall accept signed dues check off authorization cards, signed by means of written and/or electronic signatures. The right to membership dues shall remain in effect until (1) the employee is no longer employed in a title represented by CIR or (2) the employee revokes such dues check off authorization pursuant to and in accordance with the terms of the dues check off authorization card

#### **Section 5.**

As soon as possible following the execution of this agreement and July 1st of each year thereafter, the Corporation shall forward to the CIR a list of house staff officers in the bargaining unit, compiled from the Corporation records, which list shall include names, departments, designation by post graduate years, and fellowship titles, if any, and home or mailing addresses. Changes to such a list shall be forwarded to the CIR monthly.

## **ARTICLE III**

### **WAGES**

#### **Section 1.**

The appointment of a house staff officer shall be based on his/her appropriate Post Graduate Year (hereinafter "PGY"), which shall be determined as follows:

- a. A house staff officer who has not completed at least one year of service in an ACGME/ADA/AOA approved training program shall be placed at the PGY-1 level.
- b. A house staff officer who has completed one or more years of service in an ACGME/ADA/AOA approved training program shall be placed at the PGY level which equals the number of such years of service plus one (e.g., a house staff officer who has completed two years of service in such training program shall be placed at PGY-3). A house staff officer required to spend a prerequisite period of service in an ACGME/ADA/AOA training program in a specialty other than that in which he/she is serving shall be classified on the basis of cumulative years of such service, provided, however, that in the event a house staff officer changes his/her specialty, he/she shall receive a maximum credit of two years for prior service in such other ACGME/ADA/AOA approved training program.
- c. When some or all of the prior service of a house staff officer has been in a non-ACGME/ADA/AOA approved training program, he/she shall, at a minimum, be classified at the PGY level appropriate to the years of service he/she has completed in an ACGME/ADA/AOA approved training program. Additional credit, if any, for non-ACGME/ADA/AOA approved 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 Chief at the time of appointment. If, after such determination a Specialty Board should grant increased standing or credit, then an appropriate adjustment shall be made in the PGY level retroactive to the appointment date preceding notice of such adjustment. Any determination made pursuant hereto shall be deemed an appropriate subject for a grievance and relief in the event that the house staff officer is actively assigned to perform duties at a PGY level higher than that in which he/she has been classified pursuant to a determination made as hereinbefore provided.

**Section 2.**

A house staff officer converted to a PGY level pursuant to Section 1 of this Article shall, if hereinafter reappointed, be deemed to have served the number of years in an ACGME/ADA/AOA approved training program applicable to the PGY level to which he/she has been converted and equated pursuant to said Section 1.

**Section 3.**

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.

**Section 4.**

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

**Section 5.**

Effective the first day of the first full pay period following the date listed in each respective column below, annual salaries will be adjusted as follows:

	<b>Current</b>	<b>7/1/2025 (8%)</b>	<b>7/1/2026 (5%)</b>	<b>7/1/2027 (3%)</b>	<b>7/1/2028 (3%)</b>	<b>7/1/2029 (3%)</b>
PGY 1	\$70,585	\$76,231.80	\$80,043.39	\$82,444.69	\$84,918.03	\$87,465.57
PGY 2	\$74,283	\$80,225.64	\$84,236.92	\$86,764.03	\$89,366.95	\$92,047.96
PGY 3	\$77,711	\$83,927.88	\$88,124.27	\$90,768.00	\$93,491.04	\$96,295.77
PGY 4	\$79,997	\$86,396.76	\$90,716.60	\$93,438.10	\$96,241.24	\$99,128.48
PGY 5	\$82,282	\$88,864.56	\$93,307.79	\$96,107.02	\$98,990.23	\$101,959.94
PGY 6	\$84,567	\$91,332.36	\$95,898.98	\$98,775.95	\$101,739.23	\$104,791.40
PGY 7	\$87,996	\$95,035.68	\$99,787.46	\$102,781.09	\$105,864.52	\$109,040.46
PGY 8	\$90,281	\$97,503.48	\$102,378.65	\$105,450.01	\$108,613.51	\$111,871.92

**Section 6.**

Effective on the same day as the salary schedules are adjusted in Section 5 above, each Chief Resident shall receive for his/her service as such a differential as set forth

below, payable and prorated for the period of his/her service as Chief Resident. The differential shall be increased as follows:

	Current	7/1/25 (8%)	7/1/26 (5%)	7/1/27 (3%)	7/1/28 (3%)	7/1/29 (3%)
Chief Differential	\$4,000	\$4,320	\$4,536	\$4,632	\$4,812	\$4,957

**Section 7.**

The official date of employment and, therefore, the effective date of wage payments will be the first day the House Staff Officer is directed to report by the respective Program Director. In the event the House Staff Officer volunteers or decides to report early on their own, wages will not be paid until the actual date the House Staff Officer is required to report.

**Section 8.**

- a. A Clinical Fellow is a fellow employed by the Corporation who performs clinical out-patient or in-patient services on a regular basis or to a substantial extent. Clinical Fellows shall be compensated as provided in Sections 1 through 5 of this Article.
- b. Research Fellows are fellows who do not primarily have clinical responsibilities. Said Research Fellows are those fellows whose employment by the Corporation is either for the purpose of (a) training and methodology, or (b) engaging in specific research projects and whose support stems from non-budgetary sources. Research Fellows working under a grant shall be paid at the rate established pursuant to the outside grant. The Corporation shall make every effort to apply for funds to cover the above salary levels for Research Fellows, but shall be required to pay no more than the amounts established pursuant to the grant financing the aforesaid financed fellowship.
- c. A Fellow shall be classified either as a clinical Fellow or a Research Fellow, but not both, in any year of his/her service.
- d. Fellows shall receive the same percentage increase as PGY level residents.

**Section 9.**

Effective June 1, 2022, incoming house staff officers shall be paid their daily wage rate for each full work day of orientation that is completed by the incoming house staff officer

within one week of the house staff officer's start date. House staff officers are not required to attend unpaid orientation that occurs more than one week prior to the house staff officer's start date, but may voluntarily do so.

## **ARTICLE IV**

### **LEAVE TIME**

#### **Section 1.**

- a. The vacation for all house staff officers shall be four weeks per July 1 through June 30 annum.
- b. Requests by house staff to their department to schedule four (4) consecutive weeks vacation or to divide vacation into shorter periods shall not be unreasonably denied by the department.
- c. 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 in the last year of service of the house staff officer.
- d. If or when the Corporation makes vacation checks available prior to the vacations for other Corporation employees, it will also provide the same service to all house staff officers.

#### **Section 2.**

House staff officers shall accrue as of the commencement of their employment, and annually thereafter, twelve (12) days of paid sick leave. Unused sick leave may be accumulated and carried over to subsequent years.

#### **Section 3.**

- a. Extended Sick Leave

House staff officers who have completed at least two (2) years of training, and have exhausted their regular sick leave and other time credits may be granted, at the recommendation of the Director, two (2) weeks of extended sick leave at half-pay (Lifetime maximum).

b. Medical disability due to pregnancy or childbirth shall be considered as sick leave. (See also Section 4 below.)

#### **Section 4.**

House staff officers who are pregnant or who are temporarily and partially disabled shall, upon their request and with proper notification to their departments and documentation from their personal physician, be assigned electives and rotations appropriate to their condition, including those where they may be more easily expendable. In addition, such house staff officers, upon their request, may be temporarily relieved of night call and exposure to particularly harmful disease, radiation, and chemicals and be allowed to schedule personal medical visits when necessary. Such requested changes shall be in conformity with the rules of the house staff officers' Specialty Board.

The Hospital may require such house staff officers to present documentation from their personal physician that they are able to continue at or return to work. Pregnant and temporarily and partially disabled house staff officers may continue to work as long as they perform their modified duties in such a way as to meet satisfactory levels appropriate to their specialty board and departmental requirements before they use their accrued paid and unpaid leave time.

Upon request, house staff officers shall be granted up to twelve (12) months leave of absence without pay in addition to the accrued paid holidays, sick and vacation time for maternity, paternity, childcare and disability. After a paid or unpaid leave, House Staff Officers shall return to their programs retaining the same status held at the beginning of the leave with any other accrued time as may be allowed by their department or board. House staff officers shall be allowed to schedule time for childbirth training classes for themselves or with their spouses as necessary. Adoption shall be treated the same as birth for all appropriate leave time purposes.

Where a house staff officer is absent for an episode of illness for at least three days, including at least one night of on-call, or is working daytimes but is temporarily relieved of night call as above, the house staff officer shall not be required to make up the missed on-call. Coverage shall be provided as per Article VI, Section 5.

**Section 5.**

Consistent with the Family and Medical Leave Act (FMLA), any available accumulated leave balance may be used for a family member's illness, or disability, including pregnancy or childbirth.

**Section 6.**

A house staff officer shall be allowed to utilize accrued sick leave in the event of the death of a family member.

**Section 7.**

The Corporation will provide five (5) days of paid leave time to go on interviews, take national boards, specialty examinations and/or USMLE/COMLEX. Where such days have not been fully used in a house staff officer's terminal year of service, any remaining days may be used for the purpose of relocation to another position. The remaining days shall be scheduled in advance by the House Staff Officer, which shall not be unreasonably denied. Practices and procedures in excess of five (5) days shall be maintained.

**Section 8.**

Each house staff officer will be guaranteed thirteen (13) days off for nine (9) holidays on the date that the Employer observes the holiday and four (4) personal days during each full year of employment. The four (4) personal days shall be scheduled in advance by the house staff officer, subject to approval by his or her department which shall not be unreasonably denied.

The Corporation observes the following enumerated holidays:

- |                                   |                  |                  |
|-----------------------------------|------------------|------------------|
| New Year's Day                    | Memorial Day     | Labor Day        |
| Martin Luther King Jr.'s Birthday | Juneteenth Day   | Thanksgiving Day |
| Washington's Birthday             | Independence Day | Christmas Day    |

Where a house staff officer works any of these days or where the holiday falls during his/her scheduled vacation period, the House Staff Officer shall be provided with an alternate day off, to be scheduled before the end of each academic year. The Employer and the House Staff Officer will cooperate to schedule such alternate day off before or after the worked holiday, and neither shall unreasonably deny the request of the other. A Department shall not unreasonably deny a request for the scheduled use of an alternate day off for a religious holiday not enumerated above or for any other reason.

Where the corporation cannot schedule the requested alternate day(s) off, it will, by the first pay period of June each year pay an additional day's pay for each unused compensatory day in lieu of the time off at a rate of 1/10th the bi-weekly paycheck.

### **Section 9.**

All duly elected CIR delegates, alternate delegates, executive board members, and nominees shall be granted leave to attend the annual CIR convention. The Corporation must be notified by CIR no less than one (1) month in advance of the date of the convention of the names of the individuals requiring said leave and the expected duration of the CIR convention.

## **ARTICLE V**

### **INDIVIDUAL CONTRACTS**

#### **Section 1.**

Each house staff officer shall, prior to his/her employment receive a written contract not inconsistent in any of the provisions herein, which shall set forth the commitments to such house staff officer in the following areas: (a) maintenance of electives, (b) rotational schedule, and (c) PGY level and salary level appropriate to the PGY level.

#### **Section 2.**

The form of individual contact presently used by the Corporation 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.

#### **Section 3.**

Subject to Section 4, below, each house staff officer shall be notified in writing at least seven and one-half (7-1/2) months prior to the termination date of his/her individual contract whether his/her contract will be renewed. Earlier notice, if possible, will be given to house staff officers. Any house staff officer not so notified will automatically be renewed.

#### **Section 4.**

Where a department needs more time to decide whether to renew a specific HSO, the HSO may be given a "conditional renewal" as below. The HSO will be notified of such conditional renewal, in writing, by the dates specified in Section 3 above. The conditional renewal will specify what aspects of the individual HSO's abilities must improve in order for his/her services to be renewed. By February 15, a HSO who received a conditional renewal will be notified, in writing, of whether his/her services will be renewed or non-renewed.

#### **Section 5.**

No individual waiver by a house staff officer of his/her rights or those of the CIR under the collective bargaining agreement shall be effective unless consented to in writing by the CIR.

#### **Section 6.**

The Corporation 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.
- b. Immediately upon receipt from the ACGME/ADA/AOA of any notification regarding non-accreditation or probation or similar change in the professional status of any training program.

#### **Section 7.**

The Corporation shall issue the appropriate certificates of satisfactory completion of each house staff officer's post graduate training program or part thereof upon the house

staff officer's completion of the final year of the officers training or part thereof at the Medical Center.

## **ARTICLE VI**

### **WORK SCHEDULES**

#### **Section 1.**

The parties recognize the undesirability of excessive work hours for house staff officers inconsistent with optimum patient care and high standards of training and will make every effort to resolve problems in furtherance of these principles. Subject to budgetary limitations and procedures for establishing budgets, house staff work schedules shall be consistent with optimum patient care, high standards of training, specialty board requirements and limitations; and the health and well-being of house staff officers, including their reasonable social needs and providing for adequate rest.

#### **Section 2.**

Wherever practicable, changes in a work schedule during a house staff officer's contract term shall be the subject of reasonable prior notice to the affected house staff officer. If such notice does not provide sufficient time to process a grievance through the complete procedure set forth at Section 3 of this Article hereof, the CIR shall be entitled to proceed directly from Step I to Step III thereof.

#### **Section 3.**

A grievance, which shall consist of a dispute concerning the application or interpretation of Sections 1 and 2 of this Article, shall be processed in accordance with the following procedures:

Step I. The employee and/or the CIR shall present the grievance in the form of a memorandum to the Program Director, with a copy to the Designated Institutional Official, not later than ninety (90) days after the date on which the grievance arose. The employee may also request an appointment to discuss the grievance. The Program Director shall take any steps necessary for a proper disposition of the grievance and shall reply in writing by the end of the tenth (10th) work day following the date of submission.

Step II. An appeal from an unsatisfactory determination at Step I shall be presented in writing to the Director of Labor Relations of the Medical Center. The appeal must be made within thirty (30) days of the receipt of the Step I determination. The Director of Labor Relations of the Medical Center, or his/her designated representative, may meet with the employee and/ or the CIR for review of the grievance and, in any event, shall issue a written reply by the end of the tenth (10th) working day following the date on which the appeal was filed.

Step III. An appeal from an unsatisfactory determination at Step II shall be presented in writing within thirty (30) days to a panel consisting of: two (2) CIR representatives, and two (2) Corporation representatives, who shall be physicians or dentists employed by the Corporation or the New York Medical College; and a fifth person, who shall be a physician or dentist employed by the Corporation or the New York Medical College and acceptable to a majority of the CIR and Corporation representatives. This panel, which shall be chaired by the fifth person, shall render its decision by a majority vote within ten (10) days after completion of the appeal process, and such decision shall be final and binding.

#### **Section 4.**

a. No house staff officer shall be required to perform duty in the hospital more frequently than one night in three (not including night float), as the term one night in three is commonly understood, except those house staff officers in positions in training programs which required a greater regular frequency in training year 1981-82.

b. Where on-call schedules are better than the maximum limit, the past practice shall continue. Schedules promised at time of hire and/or offering of contract, where better, shall be honored.

c. In the event there is a substantial change in circumstances adversely affecting the work schedules and/or work load of those house staff officers excepted from the limitation of Section 4(a) of the Article, such house staff officers and/or the CIR may submit a grievance pursuant to the procedure set forth at Section 3 of this Article for the purpose of eliminating their exception from said limitation.

d. Reasonable efforts will be made to provide call schedules at least thirty (30) days prior to the first day of the schedule.

## **Section 5.**

a. A house staff officer who performs on-call duty for an absent or disabled colleague in addition to his/her anticipated normal schedule shall be compensated \$550 for workdays and \$650 for weekends and holidays.

The payment provided above shall be made for all additional on-calls performed as coverage for a house staff officer absent due to illness or disability, provided the house staff officer is absent at least one scheduled on-call day.

An absent house staff officer shall not be required to make-up on-call duty that the house staff officer would otherwise have worked during said illness, disability, or absence due to bereavement leave. Payment for additional on-call due to bereavement leave, illness, disability and temporary relief of night call per Article IV, Section 4 shall be required.

b. In arranging on-call duty coverage for a sick or disabled house staff officer, preference shall be given to house staff officers within the department who agree to accept such additional on-call duty. Thereafter, insofar as is practical, preference shall be given to any other approved house staff officer within the facility who applies, prior to any involuntary assignment of additional on-call duty.

c. Daytime coverage for a temporarily sick or disabled house staff officer shall be shared by the remaining house staff officers, where such additional duties do not violate Article VI, Sections 1, 2, and 3.

d. Nothing in subsections (a) through (d) above shall be construed to permit the performance of on-call duty in violation of Article VII, Section 4 above or determine the remedies thereunder.

e. Where house staff officers voluntarily exchange on-call assignments for their mutual benefit, such on-call duties shall not be considered additional on-call duty and provisions for additional compensation in this Article shall not apply.

f. The provisions of Section (c) above are not intended to alter the responsibilities and obligations of appropriate house staff officers of specialty board requirements.

g. Payment for covering a call will be made no later than the second pay period following the call covered provided the on-call coverage pool request form is signed by the program director or chief resident and submitted by the department to the office of Graduate Medical Education. The department will file the necessary form within 30 days of the call.

## **ARTICLE VII**

### **MOONLIGHTING**

The Corporation agrees that it will not require residents/fellows to engage in moonlighting. House Staff Officers must have written permission from their program director to moonlight. As an ACGME-accredited program, the Corporation will monitor the effect of moonlighting activities on a resident's/fellow's performance in the program, including that adverse effects may lead to withdrawal of permission to moonlight. The Corporation and/or individual ACGME-accredited programs may prohibit moonlighting by House Staff Officers.

## **ARTICLE VIII**

### **HEALTH AND HOSPITAL BENEFITS**

#### **Section 1.**

The health and hospital benefits currently available to house staff officers shall be as set forth in Appendix A, attached hereto.

#### **Section 2.**

All House Staff Officers hired after ratification of this MOA, regardless of PGY Year, will, upon hire, participate in the WMC Health Plan, a description of which is attached as Exhibit 2. Such participation shall include monthly premiums, premium reduction programs, and plan design, and when the WMC Health Plan may, from time to time, be amended for such premiums, premium reduction programs, and plan design Amendments to this plan will be effective for House Staff Officers only if the WMC Health Plan amendments are effective for all participants in that plan. If any improvements are offered to any current participants in the WMC plan, those improvements will also be offered to House Staff Officers. In addition, the premium

reduction plan, currently offered, will continue to be offered at least until December 31, 2018.

Effective January 1, 2018 all House Staff hired prior to ratification and holding positions as PGY 1-3 as of the date of ratification will convert to participation in the WMC Health Plan with regard to plan design, but will only be required to pay a reduced premium of \$25/per covered life/month with a maximum of 4 such premiums for an employee with 3 or more dependents . These House Staff Officers will not be eligible for a further premium reduction program.

All house staff officers hired prior to ratification holding positions as PGY 4-8 as of the date of ratification will be grandfathered and will not be required to change plans.

Any House Staff Officer employed by the Employer at or before ratification of this MOA may elect, within 30 days of ratification, to join WMC Health Plan at the reduced price of \$25/per covered life/month. Such elective enrollment in the WMC Health Plan will take place on the first of the month following election by the House Staff Officer.

The WMC Health Plan will not include dental and vision coverage for the House Staff Officers who will continue to receive coverage for dental and vision services under the House Staff Benefits Plan of CIR.

### **Section 3.**

The Corporation shall provide copies of the policies and explanatory booklets, if any, pertaining to such programs and options to the CIR as soon as the same are made available to the Corporation. The Corporation shall provide certificates of insurance and explanatory booklets to each house staff officer at the time he/she commences employment with the Corporation or at the time such insurance or coverage commences or changes.

## **ARTICLE IX**

### **WELFARE & REIMBURSEMENT FUND**

1. The Employer shall make monthly contributions to the CIR House Staff Benefits Fund (HSBP) in the amount of \$158.50 for each House Staff Officer within the CIR/SEIU bargaining unit who is on the payroll of the Employer on the first day of

each month for the purpose of providing welfare benefits. Eligibility and benefits shall be defined in the Summary Plan Description to participants.

2. The Employer shall make monthly contributions to the CIR Professional Education Plan (PEP) in the amount of \$55 for each House Staff Officer within the CIR bargaining unit who is on the payroll of the Employer on the first day of each month for the purpose of providing welfare benefits. Eligibility and benefits shall be defined in the PEP Summary Plan Description provided to participants.

3. HSBP and PEP will invoice WCHCC on a monthly basis listing the name and Employee ID number of each House Staff Officer.

4. On or before the 15th of each month, the Employer shall furnish HSBP and PEP with a list of all House Staff Officers who are on the payroll on the first day of that month. Each Plan shall have the right to audit the employment records of the Employer, upon reasonable notice, to confirm any information necessary for the proper administration of each Plan and to ensure that the Employer is remitting the appropriate contributions.

5. The Employer shall provide these lists to the Benefits Plan office of CIR in an Excel-compatible spreadsheet, either via email or on a disk. The Excel spreadsheet will include the following information on the Employer's records:

Column A: Employee SSN

Column B: First Name

Column C: Middle initial

Column D: Last Name

Column E: Hospital

Column F: Contribution amounts

Column G: Contribution period

Column H: PGY Level

Column I: Department

Column J: Date of Birth

Column K: Sex

Column L: Family Status (S for single and F for family)

Column M: Hire Date

Column N: Termination Date

Column O Employee number

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

Column Q: City

Column R: State

Column S: Zip Code

Column T: Member/Agency Fee Payer (M for member, A for agency fee payer)

6. The Employer shall make monthly payments to HSBP and PEP no later than thirty (30) days following receipt of the itemized invoice from HSBP and PEP. Should either Plan fail to receive the monthly payment from the Employer, upon fifteen (15) days written notice, such Plan shall be entitled to recover interest on such unpaid contributions at the maximum rate available to employee benefit funds under the Employee Retirement Income Security Act, as well as the recovery of liquidated damages.

7. Any further benefits provided through Welfare Fund contributions made hereunder shall be determined at the sole discretion of the trustees of HSBP and PEP.

8. HSBP and PEP shall provide notice annually to each House Staff Officer and WCHCC of the benefits and coverage provided under this Article and shall be solely responsible for their administration.

# ARTICLE X

## RENTALS

### Section 1.

The Corporation shall provide, to the extent available, apartment rentals on the Medical Center campus to house staff officers covered under this Agreement on an equitable basis.

### Section 2.

The apartment rental rates shall be increased by 3% effective July 1st of each year of the Agreement in accordance with the following schedule: Effective July 1st 2022, the apartment rental rates shall be increased by 2.5% effective each year of the Agreement in accordance with the following schedule. Effective July 1st 2025, the apartment rental rates shall be increased by 3% effective each year of the Agreement in accordance with the following schedule.

#### Effective July 1, 2025 (increase of 3%)

Single (Studio)	\$757 per month
1 Bedroom	\$989 per month
2 Bedroom	\$1,201 per month
3 Bedroom	\$1,565 per month

#### Effective July 1, 2026 (increase of 3%)

Single (Studio)	\$780 per month
1 Bedroom	\$1,018 per month
2 Bedroom	\$1,237 per month
3 Bedroom	\$1,612 per month

#### Effective July 1, 2027 (increase of 3%)

Single (Studio)	\$803 per month
1 Bedroom	\$1,049 per month
2 Bedroom	\$1,274 per month
3 Bedroom	\$1,660 per month

**Effective July 1, 2028 (increase of 3%)**

Single (Studio)	\$827 per month
1 Bedroom	\$1,080 per month
2 Bedroom	\$1,312 per month
3 Bedroom	\$1,710 per month

**Effective July 1, 2029 (increase of 3%)**

Single (Studio)	\$852 per month
1 Bedroom	\$1,113 per month
2 Bedroom	\$1,352 per month
3 Bedroom	\$1,761 per month

**Section 3.**

CIR and the Employer agree to the formation of a Housing Committee (the Committee). The Committee shall consist of three union and three hospital designees. The Committee shall meet no less than quarterly with its first meeting occurring within 60 days of ratification of this agreement. As a first action, the Committee will confirm and publicize procedures for House Staff Offices to report maintenance issues in hospital housing. The Committee will establish a process to track and monitor the timeliness of needed maintenance and whatever repairs are made on a timely basis. The Committee shall also discuss the provision of regular maintenance, repairs, painting, pest control services, and the security of hospital housing: as well as establishing a process to renovate and equitably re-price improved housing units. If a majority of the committee is able to reach agreement in regards to the aforementioned topics, it shall be drafted as a memorandum of agreement and shall be entered as a side letter to this agreement. The Housing Committee shall be dissolved when the aforementioned memorandum of agreement is reached, or if mutually agreed upon by the hospital and the Union.

## **ARTICLE XI**

### **ON-CALL ROOMS AND FACILITIES**

#### **Section 1.**

On-call rooms shall be properly maintained seven (7) days a week. Such maintenance shall include, but not be limited to: blankets, pillows, clean linens and towels daily; room and bathroom swept, mopped and fixtures cleaned on a regular basis; and working telephones in each room from which house staff can make calls in the local area for any reason and long distance calls for hospital business. Bathrooms and showers shall be readily accessible. The number of on-call rooms shall be sufficient to include enough night rooms for house staff officers who are unable to return home after late surgery or hospital business. Each house staff officer using an on-call room shall be provided with a key.

There shall be no diminution in the number of rooms designated for house staff on-call use. Rooms so designated may be replaced by substantially equivalent space. The CIR will be notified in advance of any proposed changes.

#### **Section 2.**

Each house staff officer shall be provided at the Medical Center with a locker, including a lock, for the storage of his/her personal effects.

## **ARTICLE XII**

### **MEALS ALLOWANCE**

1. Effective July 1, 2022 and each academic year thereafter, seven hundred dollars (\$700.00) will be programmed onto a House Staff Officer's badge.

## **ARTICLE XIII**

### **MEDICAL BOARD AND COMMITTEE REPRESENTATION**

#### **Section 1.**

The Westchester Medical Center Medical Board shall include in its regular voting membership two (2) representatives of the house staff, who shall be elected by their peers.

The designated representatives to the Medical Board and committees shall be mailed all information sent to other Board members including meeting announcements, schedules and minutes.

#### **Section 2.**

One (1) house staff representative designated by house staff shall be included in the regular voting membership of all standing committees of the Westchester Medical Centers Medical Board and on such additional committees as are created from time to time. On June 1st of each year, the Corporation will notify the CIR of the names of all committees and their Chairpersons.

#### **Section 3.**

The House Staff Committee of the County Medical Center Medical Board shall include such house staff representation so that the composition of said committee shall be made up of at least forty (40%) percent of house staff representatives, who shall be designated by the house staff.

#### **Section 4.**

The CIR will participate on whatever committee(s) the Medical Center convenes to plan the remodeling, rebuilding and renovations in the Medical Center, in order to ensure that the House Staff Officers' needs and interests are addressed.

#### **Section 5.**

A Patient Care Committee of house staff officers will meet no more than monthly with the President/CEO of the Corporation.

Requests for each meeting shall be made in writing with an agenda attached.

## **ARTICLE XIV**

### **LABOR/MANAGEMENT COMMITTEE**

The parties will establish a Labor/Management Committee including representatives of the Corporation and the CIR to meet monthly or at the call of either the CIR or Corporation members at times mutually agreeable to both parties. A Corporation representative of significant authority will attend the first four meetings of this committee following the signing of this Agreement. The committee will be empowered to discuss and resolve problems arising from implementation of the provisions of the Agreement and Federal, State and Corporation policies, regulations and laws and other items that are of mutual interest. Discussions of the Labor/Management Committee shall not be considered negotiations; nor shall either party, by participating in such discussions, waive any rights it may have under the collective bargaining agreement or the law. The party calling the meeting shall provide to the other party a written agenda of matters to be discussed. Minutes shall be kept and copies of the minutes and agreements reached shall be supplied to all members of the Committee.

## **ARTICLE XV**

### **MALPRACTICE INDEMNIFICATION**

#### **Section 1.**

The Corporation shall continue to fully indemnify each house staff officer against any judgment rendered personally against him/her for malpractice of medicine, surgery or dentistry while acting within the scope of his/her employment as a house staff officer at the Corporation Medical Center covered under the terms of this agreement.

The Corporation shall give advance notice to the CIR in writing of any changes in malpractice coverage or procedures that would impact house staff officers.

#### **Section 2.**

The foregoing is conditioned upon each of the following:

- a. House staff officers shall promptly forward to the Hospital Director of Risk Management all summonses or notices of whatsoever nature, pertaining to claims received or served upon them or each of them.

b. House staff officers shall cooperate fully in aiding the Corporation to investigate, adjust, settle or defend each claim, action or proceeding.

c. The defense of all claims, actions and proceedings within the purview of this Article shall be conducted by the Corporation. The Corporation shall designate and provide counsel to appear and defend such actions and proceedings on behalf of the house staff officers.

d. No settlement shall be made without the approval of the Corporation in accordance with its regular procedures.

In the event of any appeal from a judgment against a house staff officer, the Corporation will promptly satisfy the judgment or stay the execution thereof by filing the appropriate bonds or instruments so that execution shall not issue against the house staff officer.

## **ARTICLE XVI**

### **GRIEVANCE PROCEDURES**

#### **Section 1.**

The term "grievance" shall mean:

a. A dispute concerning the application or interpretation of the terms of this collective bargaining agreement; or

b. A claimed violation, misinterpretation, or misapplication of the rules, regulations, authorized existing policy or orders of the Corporation or Corporation Medical Center, affecting the terms and conditions of house staff employment and/or training programs; or

c. A claimed regular or recurrent assignment of employees to duties substantially different from those stated in their job specifications; or

d. A question regarding the non-renewal of the appointment of a house staff officer.

The provisions of this Article XVI shall not apply to a grievance under Article VI, Sections 1 and 2.

## **Section 2.**

### **Step 1**

The employee and/or CIR shall present the grievance in writing to the employee's Division Director at the Corporation Medical Center or his/her designee no later than ninety (90) days after the date on which the grievance arose. In grievances brought under Section 1 (d), the grievance shall be presented no later than ninety (90) days after the date on which written notice of non-renewal is received. The individual to whom the grievance was presented shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the tenth (10th) work day following the date of submission; except for grievances brought under Section 1 (d), where the reply shall be in writing by the end of the fifth (5th) work day following the date of submission.

### **Step II.**

An appeal from an unsatisfactory determination at Step I or from Step 1 grievance brought under Section 1 (d), shall be presented in writing to the Corporation Director of Labor Relations within ten (10) working days of the receipt of the Step 1 determination. The Corporation Director of Labor Relations or his/her designated representative may meet with the employee and/or the CIR for review of the grievance and shall, in any event, issue a determination in writing by the end of the tenth (10th) work day following the date on which the appeal was filed.

An appeal from an unsatisfactory determination at Step II in regard to a

Grievance brought under Section 1 (d) shall be presented in writing within fifteen (15) days of receipt of the Step II determination to the House Staff Committee of the Medical Board for evaluation and determination. The decision of the House Staff Committee on such grievances may thereafter be reviewed by the Medical Board. The decision of the Medical Board in all such matters shall be final.

### **Step III.**

If the grievance is not resolved satisfactorily at Step II (a) within thirty (30) days of receipt of the Step II (a) decision, the CIR may submit the dispute to final and binding

arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. The Corporation shall have the right to appeal any grievance determination under Section 1 of this Article, except for grievances brought under Section 1 (d), directly to arbitration. Such appeal shall be filed within thirty (30) days of the receipt of the determination being appealed. The American Arbitration Association and the impartial arbitrator's costs and fees shall be borne equally by the CIR and the Corporation. The determination of award of the arbitrator, or the arbitration panel convened under Section 7 of this Article, shall be final and binding and shall not add to, subtract from, or modify any provision of this contract, or rule, regulation, authorized existing policy or order, as set forth in Section 1 (b) of the Article, existing at the time the grievance arose.

### **Section 3.**

Any grievance of a general nature affecting a large group of employees and concerning a claimed misinterpretation, inequitable application, violation or failure to comply with the provisions of this agreement may be filed at the option of the CIR at Step II of the grievance procedure, without resort to the previous step.

### **Section 4.**

If the Corporation exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the CIR may invoke the next step of the procedure; except, however, that only the CIR may invoke impartial arbitration under Step III.

### **Section 5.**

The Corporation shall notify the CIR in writing of all grievances filed by employees, all grievance hearings, and all determinations. The CIR and the employee shall be given forty-eight (48) hours notice of all grievance hearings and shall have the right to have a CIR representative participate at any grievance hearing.

### **Section 6.**

Each of the steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties.

### **Section 7.**

At the request of both parties after the appointment of an arbitrator, or at the request of one party and the arbitrator, there shall be constituted a tripartite arbitration panel, consisting of the impartial arbitrator, a physician or dentist designated by the CIR and physician or dentist designated by the Corporation. The arbitrator shall be the chairperson and presiding member of the arbitration panel and shall be its only voting member. The determination or award of the arbitration panel shall be final and binding and shall not add to, subtract from, or modify any provision of this contract, or rule, regulation, authorized existing policy or order, as set forth in Section 1 (b) of this Article, existing at the time the grievance arose.

### **Section 8.**

The grievance and arbitration procedure contained in this agreement shall be the exclusive remedy for the resolution of disputes defined as herein, but shall not be interpreted to preclude either party from enforcing the arbitrator's award in court.

### **Section 9.**

The Corporation shall arrange the schedules of house staff officers who are involved in grievance proceedings so as to permit reasonable time off thereon.

## **ARTICLE XVII**

### **DISCIPLINARY ACTION**

#### **Section 1.**

House staff officers shall have the right to a hearing before being subject to a disciplinary action except as hereinafter provided. There shall be no disciplinary action taken against a house staff officer except for cause, and pursuant to and after completion of the procedures here in provided. No house staff officer's paycheck shall be withheld for disciplinary reasons, except after full compliance with the procedures herein provided.

## **Section 2.**

It is understood that a house staff officer may be reassigned from medical responsibilities without a hearing where his/her continued presence is deemed to imperil the successful operation of the Corporation Medical Center. Following such reassignment by either the Chief of Service or the President/CEO of the Westchester Medical Center or his designee, the CIR shall have the right to an immediate appeal to an arbitrator or arbitration panel as hereinafter provided.

## **Section 3.**

When disciplinary action against a house staff officer is contemplated either by a Chief of Service or his/her designee, or the President/CEO or his/her designee, written charges and proposed disciplinary action shall be presented by the President/CEO or his/her designee to the CIR and to such house staff officer, who shall be notified of his/her right to appeal his/her charges and proposed disciplinary action within fifteen (15) days of receipt to the Director of Labor Relations for the purpose of an informal hearing. The informal hearing will be conducted by the Director of Labor Relations or his/her designee and shall take place within thirty (30) days of receipt of the appeal. The Director of Labor Relations or his/her designee shall have the right to affirm, rescind, or modify the charges and/or proposed action after such informal hearing, and shall notify the house staff officer and CIR of his/her determination within fifteen (15) days of the informal hearing.

## **Section 4.**

The written charges and proposed disciplinary action shall become final unless (i) rescinded by the Corporation Director of Labor Relations, or (ii) the CIR initiates arbitration within fifteen (15) days after receiving the decision of the Corporation's Director of Labor Relations.

## **Section 5.**

a. Arbitration hereunder shall determine whether just cause or basis exists for the proposed disciplinary action. The Arbitrator shall be authorized to accept, reject or modify the charges or proposed disciplinary action. The determination or award of the arbitrator shall be final and binding, and shall not add to, subtract from or modify any

provision of this contract, or any rule, regulation, authorized existing policy or order as set forth in Section 1 (b) of Article XVI, existing prior to the notice provided under Section 3 hereof.

b. Arbitration hereunder shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association except as modified in subsection (c) below. The American Arbitration Association and the impartial arbitrator's costs and fees shall be borne equally by the CIR and the Corporation.

c. At the request of both parties after the appointment of an arbitrator or at the request of one party and the arbitrator, there shall be constituted a tripartite arbitration panel, consisting of the impartial arbitrator, a physician or dentist designated by the CIR and a physician or dentist designated by the Corporation. The arbitrator shall be the chairperson and presiding member of the arbitration panel and shall be its only voting member. The determination or award of the arbitration panel shall be final and binding and shall not add to, subtract from or modify any provisions of this contract or rule, regulation, authorized existing policy or order, as set further in Section 1 (b) of Article XVI, existing prior to the notice provided under Section 3 hereof.

d. No disciplinary action shall be imposed upon a house staff officer until said action has become final pursuant to Section 4 hereof or said action has been subject to a determination and award in arbitration pursuant to Section 5 hereof.

## **Section 6.**

The Corporation shall arrange the schedules of house staff officers who are involved in disciplinary proceedings so as to permit reasonable time off thereof.

## **ARTICLE XVIII**

### **PROHIBITION AGAINST DISCRIMINATION**

The Corporation shall not discriminate against any house staff officer on account of race, color, creed, national origin, place of medical education, sex, sexual preference, marital status, age, or union activity.

## **ARTICLE XIX**

### **UNIFORMS AND LAUNDRY**

The Corporation shall maintain and not diminish its past practice of providing each house staff officer with three (3) uniforms each year and the free laundering thereof at no cost to house staff officers.

## **ARTICLE XX**

### **MISCELLANEOUS**

#### **Section 1.**

- a. Each house staff officer shall have access, upon his/her request to his/her personnel files and the right to copy any documents therein, excluding only recommendations received in connection with the hiring of the house staff officer on the express condition of confidentiality.
- b. The house staff officer shall have the right to place in his/her file a response to any evaluatory statement in his/her file and shall have the right to grieve or request removal of warning or disciplinary letters on the basis of just cause. A house staff officer may place in his/her file a response to any incident report in his/her file and such incident reports shall be removed from the house staff officers file at the completion of his/her residency period where the report has not led to any disciplinary action.
- c. All adverse materials to be placed in the house staff officers file must be shown and given to the house staff officer prior to placement in the file. Any adverse documents not shown or given to the house staff officer may not be considered in any disciplinary hearing.

#### **Section 2.**

The Corporation shall provide at the Corporation Medical Center a bulletin board for exclusive use of the house staff and/or CIR. Additional open, unlocked bulletin boards shall be provided in each designated house staff lounge and on-call room.

### **Section 3.**

The Corporation shall notify the CIR in writing and with sufficient advance notice of the date of inspection of the Corporation Medical Center by the DNV, including a copy of the formal DNV posting notice, and will make available to the CIR representatives on the Medical Board the report from the aforesaid Commission which is presented to the Medical Board.

### **Section 4.**

The Corporation shall provide at the Corporation Medical Center a house staff lounge, equipped with a telephone(s), for use by house staff officers.

The Corporation shall abide by the ACGME standards regarding House Staff lounges. CIR shall be notified of any change in the locations of lounges. The Corporation agrees to clean the lounges on a weekly basis and maintain the lounges free of pests. Any issues regarding cleanliness or pest control shall be raised at Labor-Management Meetings, but shall not be subject to the grievance process.

The first floor lounge shall be redecorated and shall include new lockers.

### **Section 5.**

The Corporation shall designate a total of 105 parking spaces in the Orchard parking facility for resident use. Should a temporary reduction in parking space be necessary as a result of needs of the Corporation, a minimum of 72 parking spaces shall be allocated until the 105 spaces are made available.

Effective January 1, 1995, house staff officers shall be required to pay the twenty-one dollars and thirty-five cents (\$21.35) monthly fee for parking, or current daily rate.

The Corporation will make best efforts to arrange for parking at the required outside rotation sites. In the event that such arrangements are not made, the Corporation will reimburse house staff officers for pre-approved parking expenses.

### **Section 6.**

The Corporation shall make a reasonable effort to provide at the Medical Center individual mailboxes for the exclusive use of each house staff officer. Additionally, the

Corporation shall continue to provide each house staff officer with a mailbox in the physician's lounge in LLJ12 or the psychiatry residents' lounge in BHC-S303

**Section 7.**

The medical records department will keep the records and charts of discharged patients in a separate area of the department convenient for the use of house staff for 24 hours following the discharge of these patients. The department will have available and will maintain in working order two dictaphone machines for use by house staff.

**Section 8.**

There shall be no compounding of chemotherapy drugs by house staff officers after October 31, 1985. The administration of chemotherapy drugs shall not be done by house staff officers except for appropriately trained fellows.

**Section 9.**

No house staff officer shall be subjected to mandatory across-the-board or random testing for AIDS unless such testing becomes mandated by State or Federal law or policy.

**Section 10.**

Effective July 1, 2025, medical library resources are available online to house staff officers. Librarians are scheduled to be on duty during standard business hours.

**Section 11.**

The Corporation shall offer free of charge basic life support training classes. Where required, the Corporation will offer advanced life support training when someone is available to teach.

**Section 12.**

House staff officers covered by this agreement shall have the opportunity to participate in any day care/child care program offered by the Corporation to any of its other employees working at the Medical Center.

### **Section 13.**

When issuing new photo ID's, employee's social security numbers shall not appear.

### **Section 14.**

In the event of a decision to discontinue a training program, or if a training program loses its accreditation, the Corporation shall make every reasonable effort to place each affected house staff officer in another approved program in the same specialty, ensuring the house staff officer has the opportunity to complete his or her residency program.

### **Section 15.**

The employer will provide CIR/SEIU with access to the orientation program for newly hired house staff officers for purposes of distributing materials and speaking to the assembled group.

### **Section 16.**

a. The Employer agrees that, upon receipt of an individual written request in a form approved by the employer and signed by the house staff officer covered by this Agreement, the employer will deduct twenty-six (26) times per year from such house staff officers wages the amount indicated by the house staff officer on the CIR/SEIU deduction form, and forward the full amount thus deducted to the fund established pursuant to applicable law, to receive contributions to be used for political purposes. The Employer agrees to forward said PAC contributions to the CIR/SEIU within thirty (30) days of the end of the month, along with a list of employees who have had amounts deducted and the amount deducted for each employee.

b. This request may be revoked by the employee at any time upon their written request to the Employer, and such request should be directed to the appropriate employer representative.

c. The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the CIR/SEIU hereby agrees that it will indemnify and hold the Employer harmless from any claims, actions or proceedings by any house staff officer arising from deductions made by the Employer hereunder. In addition, the employer assumes no responsibility either to the house staff officer or the union for any

failure to make or for any errors made in making such deductions, but will correct any errors made in making such deductions in the payroll period following notice of such errors. Once the funds are remitted to the CIR/SEIU, the disposition thereafter shall be the sole and exclusive obligation and the responsibility of the CIR/SEIU.

### **Section 17.**

The Union and the Hospital recognize that education is a key component of the residency and fellowship programs at the hospital. Scheduled academic activities including but not limited to didactics, conferences, courses, simulations, computer training sessions and orientation days shall be protected to the furthest extent practical.

During such protected education time, House Staff Officers shall be released from clinical duties and staff shall be instructed to avoid disturbing House Staff Officers during educational time to the furthest extent practical.

Violations of Article XX Section 17 shall not be subject to any formal grievance procedure.

## **ARTICLE XXI**

### **HEALTH AND SAFETY**

#### **Section 1.**

The Corporation will observe all applicable health and safety laws and regulations and will take all steps necessary to assure house staff officer health and safety.

Every house staff officer will observe all applicable health and safety laws and regulations and will comply with all Corporation health and safety rules and instructions.

This provision shall be grievable up through Step II of Article XVI, Grievance Procedures.

## **Section 2.**

An advisory committee will be established consisting of an equal number of members from the Corporation and the CIR. The committee will investigate health, safety and security problems. The committee will meet promptly at the call of either CIR or Corporation members at a mutually convenient place, time and date. Minutes shall be kept and copies of the minutes and agreements reached shall be supplied to all members of the committee.

## **Section 3.**

The functions of this committee may include: regular inspections of the workplace; investigation of accident reports; investigation of hazard reports; evaluation of compliance with DNV, OSHA, NYS PESH, and the NYS Toxic Substances/Right-to-Know Law and similar health and safety rules and regulations; the sponsoring of publicity and education on house staff officers' health and safety issues and on the role of the committee; the issuance of reports and recommendations; and the monitoring of corrections of any hazards. The committee shall be given access to all substance information, material safety and data sheets, the minutes and/or records of the committee's meetings, as well as all appropriate medical center infection control and risk management reports concerning house staff officer health and safety and other information necessary for the committee's functioning.

## **Section 4.**

Nothing contained herein above shall limit a house staff officer's right to, at any time, file a health and safety complaint with any appropriate governmental body as provided by law, and the Corporation shall not discriminate against any house officer who files a complaint with any such agency or with the Committee above.

## **Section 5.**

The Corporation shall continue to provide, upon request, through Occupational Health Services, Hepatitis B vaccine without charge to house staff officers.

## **Section 6.**

Upon ratification, If a house staff officer is too fatigued to transport themselves home, then the house staff officer may make use of an on-call room. If an on-call room is not available for the House Staff Officer to use, the fatigued House Staff Officer may utilize the Graduate Medical Education (GME) Uber account for transportation to the House Staff Officer's local home residence.

House staff officers will receive a link to the Graduate Medical Education (GME) Uber account upon commencement of training. The Uber link allows rides directly from [scheduled rotation/call sites] to the resident's/fellow's home address of record. The system also allows for a return ride from the home address of record directly back to the originating hospital site.

In the event that the GME Uber account is unavailable or experiences a technical issue, and the House Staff Officer is required to arrange their own transportation, they shall be reimbursed for the cost of the ride to and/or from their home.

Such requests must be submitted to the Program Director. Reimbursement shall be made consistent with the Travel and Expense Policy for Employees and will not be unreasonably withheld.

Where there is an on-call room available for use, or the House Staff Officer is not fatigued, then the House Staff Officer shall not utilize the GME Uber account. This language shall be subject to the grievance procedure, but shall not be subject to the arbitration provision

## **ARTICLE XXII**

### **NO STRIKES**

Neither the CIR nor any employee shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass resignations.

## **ARTICLE XXIII**

### **SAVINGS CLAUSE**

In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of the Agreement.

## **ARTICLE XXIV**

### **LEGISLATIVE ACTION**

It is agreed by and between the parties that any provision of this Agreement requiring Board of Directors action to permit its implementation by amendment of Law or by providing the additional funds therefore, shall not become effective until the appropriate body has given approval.

## **ARTICLE XXV**

### **SUCCESSION**

This Agreement shall be binding on the successors, assigns, and/or transferees of the Corporation.

## **ARTICLE XXVI**

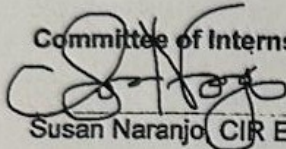
### **TERMINATION AND RENEWAL**

This Agreement shall be in full force and effect for sixty (60) months until June 30th 2030, and shall continue in effect and be automatically renewed from year to year thereafter until either party gives notice in writing to the other at least ninety (90) days,

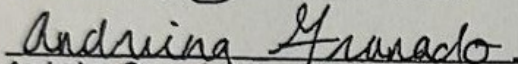
but not more than one hundred and twenty (120) days prior to the expiration date, or of any extension thereof, of its desire to terminate or modify this Agreement.

IN WITNESS WHEREOF, THE CIR and WESTCHESTER COUNTY HEALTH CARE CORPORATION have executed this agreement:

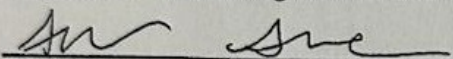
**Committee of Interns and Residents/Service Employees International Union (CIR/SEIU)**



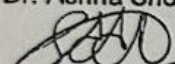
Susan Naranjo, CIR Executive Director



Andriana Granado, Negotiations and Grievance Coordinator



Dr. Ashna Shome, M.D., CIR Regional Vice-President

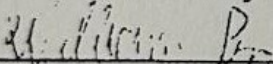


Dr. Luis Aguilar Montalvan M.D., CIR Regional Vice-President



Dr. Nicholas Frazette M.D., CIR Regional Vice-President

**Westchester County Health Care Corporation**




William Pryor, Executive Vice President and CHRO

APPENDIX A (GRANDFATHERED PLAN)  
 WESTCHESTER COUNTY HEALTH CARE CORPORATION  
 HEALTH BENEFIT OPTION COMPARISON /INTERNS & RESIDENTS 7/1/06

	Corp. Health Plan POMCO	OXFORD/HMO LIBERTY PLAN	AETNA / HMO
General Information	1-800-236-1933 www.pomcoplus.com Group #550	1-800-444-6222 www.oxfordhealth.com Group # WC1530	1-800-323-9930 www.aetna.com Group # 65965
Physician Choice	YES	Must use Participating Providers	Must use Participating Providers
Dependent Children	Age 19 Full-Time Students to age 25	Age 19 Full-Time Students to age 25	Age 19 Full-Time Students to age 25
Medical/Physician's Services	\$5 Primary Co-Pay \$15.00 regional Co-Payment \$30.00 Cap	\$10 Co-payment	\$15.00 Co-Payment Specialty Care \$20.00 NY \$25.00 NJ/CT
Hospital Services	No Co-Payment	No Co-Payment	\$240.00 Co-Pay
Emergency Services Hospital	\$25.00 Co-Pay (waived if adm. within 24 hrs)--Out - network \$75% after ded.	\$25.00 Co-Payment (waived if admitted within 24 hours)	\$50.00 Co-Payment (waived if admitted within 24 hours)
Prescription Drugs	\$7.00 Generic \$10.00 Brand Mail order up to 90-day supply. \$7.00 Co-Pay	\$5.00 Generic \$10.00 Brand Contraceptives included 90 day supply \$10/\$20	\$10.00 Generic \$20.00 Brand \$35.00 Formulary 90 Day Supply \$20/40/\$70
Chiropractic Care	\$5 Primary Co-Pay \$15.00 Co-Pay (PPO) Major Medical 75% after deductible	\$10.00 Co-Payment	\$20.00 Co-Payment
Mental Health Care/ Inpatient**	120 Days per calen yr Out network 75% after \$500 deductible	No Limit No Co-Payment	No Co-Payment
		30 Days Per calendar yr	35 Days Per calendar yr

**For a detailed description of benefits refer to the booklets provided by each plan.**

\*Major Medical : \$200 deductible - Employee/\$200 spouse/\$200 all Children (\$600 Family Maximum)  
 Eligible expenses paid at 75% with an annual out-of-pocket expense, to employee, not to exceed \$3,000/year.  
 Covered expenses incurred after out-of-pocket is met will be payable at the rate of 100%

 **The Summary of Benefits and Coverage (SBC) document will help you choose a health plan. The SBC shows you how you and the plan would share the cost for covered health care services. NOTE: Information about the cost of this plan (called the premium) will be provided separately. This is only a summary. For more information about your coverage, or to get a copy of the complete terms of coverage, contact the plan administrator. For general definitions of common terms, such as allowed amount, balance billing, coinsurance, copayment, deductible, provider, or other underlined terms see the Glossary. You can view the Glossary at [www.HealthReformPlanSBC.com](http://www.HealthReformPlanSBC.com) or call 1-888-982-3862 to request a copy.**

Important Questions	Answers	Why This Matters:
What is the overall <u>medical deductible</u> ?	Individual / Family by Network: Home Host In-network: \$0 / \$0 Regional In-network: \$500 / \$1,000 Out-of-network: \$1,250 / \$2,500	You are responsible for allowed costs up to the <b>deductible</b> for those medical services subject to the deductible. Check your plan to see when the <b>deductible</b> applies and note that the deductible starts over each January 1 of the calendar year. See the chart starting on page 2 for how much you pay for covered services and when the deductible applies. Please note that certain services requiring a copay per visit or per procedure are not subject to the deductible.
Are there services covered before you meet your <u>medical deductible</u> ?	Services subject to copays are covered prior to the deductible.	This means that for services listed with a copay the deductible does not apply.
Are there any other <u>deductibles</u> for specific services?	No.	You must pay costs for covered medical services up to the specific <b>deductible</b> amount before this plan begins to pay for those services subject to the <b>deductible</b> .
What is the <u>out-of-pocket limit</u> for this plan?	<b>Medical Services by Network and Individual / Family:</b> Home Host In-network: None Regional In-network: \$2,000 / \$4,000 Out-of-network: \$7,000 / \$14,000 <b>Prescription Drug Benefits:</b> \$1,500 / \$3,000	The <b>out-of-pocket limit</b> for medical services is the most you pay in a year for medical services subject to the deductible. Medical services in the Aetna regional network are subject to a <b>deductible</b> of \$500/\$1,000 and 10% coinsurance, with a medical <b>out-of-pocket limit</b> of \$2,000 per individual up to \$4,000 family. If you choose out-of-network providers, the <b>out-of-pocket limit</b> is \$7,000/\$14,000. Rx benefits provide a separate out-of-pocket maximum. A combined out-of-pocket limit of \$7,100 individual/\$14,200 family applies for your 2022 cost sharing across in-network medical and Rx coverage, in accordance with the Affordable Care Act.
What is not included in the <u>out-of-pocket limit</u> ?	Premiums, copayments, balance-billed charges, penalties for failure to obtain pre-authorization, and care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <b>out-of-pocket limit</b> . However, for the combined out-of-pocket limit, in-network deductibles, in-network copays and any Rx copays or coinsurance are counted, in accordance with the Affordable Care Act.
Will you pay less if you use a <u>network provider</u> ?	Yes. For a list of in-network and designated <b>providers</b> , see <a href="http://www.Aetna.com">www.Aetna.com</a> or call 1-888-982-3862.	If you use an in-network doctor, designated specialist or other health care <b>provider</b> , this plan will pay some or all costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <b>provider</b> for some services. Plans use the term in-network, <b>preferred</b> , or participating for <b>providers</b> in their <b>network</b> .
Do you need a <u>referral</u> to see a <u>specialist</u> ?	No.	You can see the <b>specialist</b> you choose without permission from this plan.

\*For eligible WMC Non-rep, APS, NPS, CSEA, NYSNA/CIR non-grandfathered participants as per plan document.



All coinsurance costs shown in this chart are after your deductible has been met, if a deductible applies. No deductible applies to copays.

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Primary/Home Host Designated Provider (You will pay the least)	Regional In-Network Provider	Out-of-Network Provider (You will pay the most)	
If you visit a health care <u>provider's office</u> or clinic	Primary care visit to treat an injury or illness	\$10 copay per visit	\$15 copay per visit	30% coinsurance after deductible	Teladoc® is also available 24/7 at a \$5 copay per visit.
	<u>Specialist</u> visit	\$10 copay per visit	\$30 copay per visit	30% coinsurance after deductible	Specialist visits include speech therapy, physical therapy, occupational therapy, and spinal therapy, but at the home host network, no charges apply.
	<u>Preventive care/screening/Immunization</u>	No charge	No charge	30% coinsurance after deductible for those services covered (subject to Limitations & Exceptions)	Out-Of-Network limited to \$100 per calendar year for routine Adult physical exam. No coverage for Out-Of-Network screenings other than mammogram. Certain other Women's Health Services only covered In-network. Age and frequency schedules apply.
If you have a test	<u>Diagnostic test</u> (x-ray, blood work)	No charge	\$15 copay per procedure	30% coinsurance after deductible	If procedure provided at physician's office as part of visit, no additional copays.
	Imaging (CT/PET scans, MRIs)	No charge	10% coinsurance after deductible	30% coinsurance after deductible	If procedure provided at physician's office as part of visit, no additional copays.
If you need drugs to treat your illness or condition More information about <u>prescription drug coverage</u> is available at <a href="http://www.aetna.com/pharmacy-insurance/individual">www.aetna.com/pharmacy-insurance/individual</a>	Generic drugs	Retail: \$0 copay preventive; \$5 copay per script otherwise Mail Order: \$0 copay per script via Aetna Rx Home Delivery or at a CVS pharmacy	\$5 copay per script	Not Covered	Retail scripts filled up to a 30 day supply; Mail Order or Maintenance Rx at a CVS pharmacy up to 90 days. If you request a brand-name when a generic is available, you pay the copay plus the price difference between generic and brand. After 3 fills of maintenance drugs at retail, you are required to fill a 90-day supply at CVS Rx Home Delivery or a CVS pharmacy, or pay 50% coinsurance. This applies to women's contraceptives too. <b>Your Rx plan has an</b>
	Brand drugs	Retail: 20% coinsurance (\$7 min per script) Mail Order: 15% (\$7 min per script) via Aetna Rx Home Delivery or at CVS	15% coinsurance after deductible	Not Covered	
	<u>Specialty drugs</u>	15% coinsurance unless Prudent Rx applies; If Specialty drug is offered through Prudent Rx: no coinsurance if you enroll and 30% if you do not enroll		Not Covered	

[\* For more information about limitations and exceptions, contact the plan administrator for a copy of the Summary Plan Description.] **WMC Medical Benefits 2 of 6**

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Primary/Home Host Designated Provider (You will pay the least)	Regional In-Network Provider	Out-of-Network Provider (You will pay the most)	
<u>Is-families</u>	Contraceptives and Preventive Generics per USPSTF List	Retail and Mail Order: \$0 copay		Not Covered	annual out-of-pocket maximum of \$1,500 per person / \$3,000 per family.
	Facility fee (e.g., ambulatory surgery center)	No charge	10% coinsurance after deductible	30% coinsurance after deductible	The members cost sharing applies to all covered benefits incurred during the outpatient visit.
	Physician/surgeon fees	No charge	10% coinsurance after deductible	30% coinsurance after deductible	The members cost sharing applies to all covered benefits incurred during the outpatient visit.
If you need immediate medical attention	<u>Emergency room care</u>	\$25 copay per visit	\$100 copay per visit	\$100 copay per visit	Non-emergency use applies 30% coinsurance outside of Home Host.
	<u>Emergency medical transportation</u>	No charge	No charge	No charge	_____ None _____
	<u>Urgent care</u>	\$10 copay per visit	\$40 copay per visit	30% coinsurance after deductible	_____ None _____
If you have a hospital stay	Facility fee (e.g., hospital room)	No charge	10% coinsurance after deductible	30% coinsurance after deductible	Pre-authorization is required for out-of-network care. Benefits will be reduced by \$200 if pre-authorization is not obtained.
	Physician/surgeon fees	No charge	10% coinsurance after deductible	30% coinsurance after deductible	_____ None _____
	Outpatient Services	No charge	\$15 copay per visit	30% coinsurance after deductible	_____ None _____
If you need mental health, behavioral health, or substance abuse services	Inpatient Services	No charge	10% coinsurance after deductible	30% coinsurance after deductible	Pre-authorization is required for out-of-network care. Benefits will be reduced by \$200 if pre-authorization is not obtained.
	Office visits	\$10 copay; No charge preventive care	\$30 copay; No charge preventive care	30% coinsurance after deductible	Cost sharing does not apply to certain preventive services if home host or in-network. If other outpatient services are

Common Medical Event	Services You May Need	What You Will Pay			Limitations, Exceptions, & Other Important Information
		Primary/Home Host Designated Provider (You will pay the least)	Regional In-Network Provider	Out-of-Network Provider (You will pay the most)	
If you need help recovering or have other special health needs	Childbirth/delivery professional services	No charge	10% coinsurance after deductible	30% coinsurance after deductible	needed, coinsurance or copay may apply.
	Childbirth/delivery facility services	No charge	10% coinsurance after deductible	30% coinsurance after deductible	Coinsurance for hospital is separate and additional.
	<u>Home health care</u>	No charge	10% coinsurance after deductible	30% coinsurance after deductible	Pre-authorization is required for out-of-network care. Limited to 100 visits per calendar year.
	<u>Rehabilitation services</u>	No charge	\$30 copay per visit	30% coinsurance after deductible	Coverage is limited to 60 visits per calendar year for physical, occupational, speech, and chiropractic services related to medical impairment being treated.
	<u>Habilitation services</u>	No charge	\$30 copay per visit	30% coinsurance after deductible	_____ None _____
	<u>Skilled nursing care</u>	No charge	10% coinsurance after deductible	30% coinsurance after deductible	Pre-authorization is required for out-of-network care. Benefits will be reduced by \$200 if pre-authorization is not obtained. If Medicare is primary, coverage is not available even if Medicare benefits are exhausted. Limited to 60 days per year.
	<u>Durable medical equipment</u>	No charge	10% coinsurance after deductible	30% coinsurance after deductible	_____ None _____
If your child needs dental or eye care	<u>Hospice services</u>	No charge	10% coinsurance after deductible	30% coinsurance after deductible	Pre-authorization is required for out-of-network care. Benefits will be reduced by \$200 if pre-authorization is not obtained.
	Children's eye exam	Not covered	Not covered	Not covered	Not covered
	Children's glasses	Not covered	Not covered	Not covered	Not covered
	Children's dental check-up	Not covered	Not covered	Not covered	Not covered

## Excluded Services & Other Covered Services:

Services Your <a href="#">Plan</a> Generally Does NOT Cover (Check your policy or plan document for more information and a list of any other <a href="#">excluded services</a> .)		
• Acupuncture	• Long-term care	• Weight loss programs
• Cosmetic surgery	• Non-emergency care when traveling outside the U.S.	• Out-of-network services with Cancer Centers of America
• Dental care (Adult & Child)	• Routine eye care (Adult) & glasses (Child)	

## Other Covered Services (Limitations may apply to these services. This isn't a complete list. Please see your [plan document](#).)

• Bariatric Services subject to Aetna Clinical Management Guidelines	• Hearing aid reimbursement limited to \$150 every 36 months	• Private-duty nursing
• Chiropractic care combined with short term rehabilitation	• Infertility Treatment - Diagnosis & Treatment of underlying medical condition. Also includes Artificial Insemination, Ovulation Induction, and Advanced Reproductive Technology	
• Orthotics, up to \$1,000 maximum per lifetime		

**Your Rights to Continue Coverage:** If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a premium, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-872-3862. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov).

**Your Grievance and Appeals Rights:** There are agencies that can help if you have a complaint against your [plan](#) for a denial of a [claim](#). This complaint is called a [grievance](#) or [appeal](#). For more information about your rights, look at the explanation of benefits you will receive for that medical [claim](#). Your [plan](#) documents also provide complete information to submit a [claim](#), [appeal](#), or a [grievance](#) for any reason to your [plan](#). For more information about your rights, this notice, or assistance, contact: Department of Labor's Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform).

## Does this plan provide Minimum Essential Coverage? Yes

If you don't have [Minimum Essential Coverage](#) for a month, you'll have to make a payment when you file your tax return unless you qualify for an exemption from the requirement that you have health coverage for that month.

## Does this plan meet the Minimum Value Standards? Yes

If your [plan](#) doesn't meet the [Minimum Value Standards](#), you may be eligible for a [premium tax credit](#) to help you pay for a [plan](#) through the [Marketplace](#).

## Language Access Services:

[Spanish (Español): Para obtener asistencia en Español, llame al 1-888-982-3862.]

[Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-888-982-3862.]

[Chinese (中文): 如果需要中文的帮助, 请拨打这个号码 1-888-982-3862.]

[Navajo (Dine): Dine'ek'ehgo shika at'ohwol ninisingo, kwijigo holne' 1-888-982-3862.]

\_\_\_\_\_ To see examples of how this [plan might cover costs for a sample medical situation](#), see the next section.

[\* For more information about limitations and exceptions, contact the plan administrator for a copy of the Summary Plan Description.] WMC Medical Benefits **5 of 6**

**About these Coverage Examples:**



This is not a cost estimator. Treatments shown are just examples of how this plan might cover medical care. Your actual costs will be different depending on the actual care you receive, the prices your providers charge, and many other factors. Focus on the cost sharing amounts (deductibles, copayments and coinsurance) and excluded services under the plan. Use this information to compare the portion of costs you might pay under different health plans. Please note these coverage examples are based on self-only coverage.

**Peg is Having a Baby**

(9 months of in-network pre-natal care and a hospital delivery at Regional In-Network)

- The plan's overall deductible \$500
- Specialist copay \$30
- Hospital (facility) coinsurance 10%
- Other copay None

This **EXAMPLE** event includes services like:

Specialist office visits (*prenatal care*)  
 Childbirth/Delivery Professional Services  
 Childbirth/Delivery Facility Services  
 Diagnostic tests (*ultrasounds and blood work*)  
 Specialist visit (*anesthesia*)

**Total Example Cost** \$12,800

In this example, Peg would pay:

Cost Sharing	
Deductibles	\$500
Copayments	\$50
Coinsurance (Regional Network)	\$800
<i>What isn't covered</i>	
Limits or exclusions	\$60
<b>The total Peg would pay is</b>	<b>\$1,410</b>

**Managing Joe's type 2 Diabetes**

(a year of routine in-network care of a well-controlled condition within Home Host network)

- The plan's overall deductible \$0
- Specialist copay \$10
- Hospital (facility) coinsurance 0%
- Other copay \$15

This **EXAMPLE** event includes services like:

Primary care physician office visits (*including disease education*)  
 Diagnostic tests (*blood work*)  
 Prescription drugs  
 Durable medical equipment (*glucose meter*)

**Total Example Cost** \$5,600

In this example, Joe would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$190
Coinsurance (Home Host)	\$620
<i>What isn't covered</i>	
Limits or exclusions	\$20
<b>The total Joe would pay is</b>	<b>\$830</b>

**Mia's Simple Fracture**

(in-network emergency room visit and follow up care within Home Host network)

- The plan's overall deductible \$0
- Specialist copay \$10
- Hospital (ER facility) copay \$25
- Other copay None

This **EXAMPLE** event includes services like:

Emergency room care (*including medical supplies*)  
 Diagnostic test (*x-ray*)  
 Durable medical equipment (*crutches*)  
 Rehabilitation services (*physical therapy*)

**Total Example Cost** \$2,800

In this example, Mia would pay:

Cost Sharing	
Deductibles	\$0
Copayments	\$50
Coinsurance (Home Host)	\$0
<i>What isn't covered</i>	
Limits or exclusions	\$0
<b>The total Mia would pay is</b>	<b>\$50</b>

The plan would be responsible for the other costs of these **EXAMPLE** covered services.

**Memorandum of Agreement**  
**Committee of Interns and Residents CIR/SEIU and Westchester County Health Care Corporation**

The parties to this Side Memorandum of Agreement are the Westchester County Health Care Corporation (“WCHCC”) and the Committee of Interns and Residents (“CIR/SEIU” or “Union”) (collectively “parties”). The parties are signatories to a collective bargaining agreement (“CBA”), which covers Interns, Residents at WCHCC. The parties are entering into this Memorandum of Agreement concerning wage rates for Program Years nine and ten for Residents and Fellows as follows:

1. The Parties have agreed to a new wage scale for Program Years nine and ten, which shall be included and made part of the salary scale, Article III of the collective bargaining agreement between the parties as follows:

PGY 9:	\$100,867.89	\$105,911.28	\$109,088.62	\$112,361.28	\$115,732.12
PGY 10:	\$104,348.39	\$109,565.80	\$112,852.78	\$116,238.36	\$119,725.52

2. The Parties have agreed that the new salary scale will be effective upon the execution of this Memorandum of Agreement, and going forward will be treated as part of Article III, of the CBA.

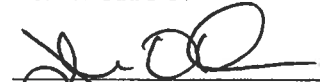
For CIR:



Lalit Clarkson  
New York Private, Regional Director  
CIR/SEIU

Date: 2/3/26

For WCHCC:



John C. O'Dea  
Vice President, Labor Relations  
WMCHhealth

Date: 2/3/2026

## Memorandum of Agreement

THIS MEMORANDUM OF AGREEMENT ("MOA") is made on this \_\_\_ day of December, 2025 by and between the Committee of Interns and Residents/SEIU ("Union") and the Westchester County Health Care Corporation ("Employer") (collectively, "the Parties").

WHEREAS, the Union represents and has represented House Staff Officers ("HSOs") working for the Employer in the Intensive Care Unit ("ICU"); and

WHEREAS, due to the staffing needs of the ICU, the Employer is seeking to allow HSOs assigned to work in the ICU the opportunity to volunteer to work additional shifts for additional compensation; and

WHEREAS, the Parties mutually desire to afford the effected ICU HSOs the opportunity to volunteer to work additional shifts for additional compensation:

Now therefore, in consideration of the mutual premises and promises contained herein, the following is hereby agreed by and between the undersigned parties:

1. All affected HSOs, who meet the eligibility criteria set forth herein, and who are assigned to work in the ICU, will be eligible to volunteer to work additional shifts in the ICU, as required based on the needs of the Department.
2. In order to be eligible for participation in the program, an HSO must meet the criteria set forth herein:
  - a. HSO's must demonstrate satisfactory academic performance, professionalism, and clinical competence as determined by the Program Director and Program leadership.
  - b. Eligibility will be based on a review of the HSO's overall performance, including but not limited to faculty evaluations, in-training exam results, professionalism, reliability and readiness for additional clinical responsibility.
  - c. Final approval for participation rests with the Program Director, who may consider individual circumstances or exceptions as appropriate to ensure fairness and operational needs.
3. For eligible ICU HSOs, additional shifts will be paid at the rate of one thousand dollars (\$1,000.00) per shift to HSOs scheduled to work additional weekend shifts beginning at 7:00a.m. HSOs must work a minimum of ten (10) hours per shift in order to be eligible for payment.
4. HSOs must remain in adherence with ACGME and New York State clinical and educational work hours limitations. All additional shifts must receive prior approval from Program leadership before being scheduled or worked.
5. Program leadership will conduct regular reviews to ensure compliance with ACGME and New York state work-hour standards. Violations may result in suspension or removal from program participation at the discretion of the Program Director or Designated Institutional Official.



## Memorandum of Agreement

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made on this \_\_\_ day of December, 2025 by and between the Committee of Interns and Residents/SEIU (“Union”) and the Westchester County Health Care Corporation (“Employer”) (collectively, “the Parties”).

WHEREAS, the Union represents and has represented House Staff Officers (“HSOs”) working for the Employer in the Neurology Department (“Neurology”); and

WHEREAS, due to the staffing needs of Neurology, the Employer is seeking to allow HSOs assigned to work in Neurology the opportunity to volunteer to work additional shifts for additional compensation; and

WHEREAS, the Parties mutually desire to afford the effected Neurology HSOs the opportunity to volunteer to work additional shifts for additional compensation:

Now therefore, in consideration of the mutual premises and promises contained herein, the following is hereby agreed by and between the undersigned parties:

1. All affected HSOs, who meet the eligibility criteria set forth herein, and who are assigned to work in the Department of Neurology, will be eligible to volunteer to work additional shifts in the Department of Neurology, as required based on the needs of the Department.
2. In order to be eligible for participation in the program, an HSO must meet the criteria set forth herein:
  - a. HSOs must have achieved PGY 2-4 status (or beyond November for PGY1); and
  - b. HSOs must have received an assessment of "Satisfactory" as per the Neurology CCC; and
  - c. HSOs must be in good academic standing with the Program as defined below:
    - Must have faculty evaluations that are consistent with the achievement of expected ACGME Milestone progression; and
    - Must not be on academic remediation with the Program; and
    - Must not be on official GME remediation or probation; and
    - Must not have recurring professionalism issues, including but not limited to: attendance at didactics, frequent tardiness or absence, non-compliance with Work Hour entries, or other issues brought to the attention of the Clinical Competency Committee.
3. For eligible Department of Neurology HSOs, additional evening shifts will be paid at the rate of three hundred dollars (\$300.00) per shift to HSOs scheduled to work after 4:00p.m. HSOs must work a minimum of three (3) hours per additional evening shift in order to be eligible for payment. In addition, additional weekend shifts shall be paid at the rate of one thousand two hundred dollars (\$1,200.00) per shift to HSOs scheduled to work additional weekend shifts. HSOs must work a minimum of twelve (12) hours per weekend shift in order to be eligible for payment.
4. HSOs, inclusive of additional shifts shall remain in adherence with ACGME and New York State clinical and educational work hours limitations.

5. All additional shifts must be approved in advance by the Program Director.
6. This program will be in effect for a period of six (6) months following the date of execution of this agreement by the parties.
7. Program leadership will conduct regular reviews to ensure compliance with ACGME and New York state work-hour standards. Violations may result in suspension or removal from program participation at the discretion of the Program Director or Designated Institutional Official.
8. This Agreement may not be altered except by a signed writing executed by the Employer and the Union.



1/9/20

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CIR/SEIU

Date

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WCHCC

Date



RECEIVED

NOV 4 1983

PERSONNEL OFFICE  
WESTCHESTER COUNTY

To: Committee of Interns and Residents

Date: October 20, 1983

From: Ms. Cheryl Gainer  
Associate Hospital Director  
Nursing Service and Education

Re: House Staff On-Call Time

In order to assist in resolving the frequency and nature of telephone calls between 2:00 a.m. and 6:00 a.m. to interns and residents during their on-call duty time the Nursing Department will undertake the following:

1. Ms. Gainer will meet with the night Nursing Care Coordinators who are assigned to the Main Building complex to review the concerns expressed by the Committee of Interns and Residents. They in turn will meet with the Assistant Nursing Care Coordinators on off shift in the Main Building for the purpose of:
  - (a) Informing all nursing staff that the intern and resident is not off duty the following morning, rather scheduled for duty time.
  - (b) If nursing practitioners need assistance in clinical judgment requiring information or summoning physician they shall be appropriately guided by the Assistant Nursing Care Coordinator.
  - (c) Giving instructions on the part of Nursing Care Coordinators and Assistant Nursing Care Coordinators to the staff regarding the types of calls that may wait for rounds in the morning.
2. New York State Nurses Association discussed this issue at their Nurse Practice Committee meeting on October 19th. Further recommendation is to open a dialogue between the Committee of Interns and Residents and the New York State Nurses Association.
3. Frequency and nature of calls to on-call interns and residents shall be covered by Nursing Staff Development in General Orientation and reiterated in preceptor workshops.

If the situation is not resolved by implementing the above items I will be willing to meet with CIR representatives again.

EDWARD T. CLUCKMANN  
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COMMITTEE OF INTERNS AND RESIDENTS  
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OFFICER-AT-LARGE  
DR. STEPHANIE BEREMETHI  
OFFICER-AT-LARGE

Mr. Michael Wittenberg  
Director of Labor Relations  
Westchester County  
100 County Office Building  
148 Martine Avenue  
White Plains, New York 10601

Dear Mr. Wittenberg:

This letter will confirm certain agreements reached by and between the Committee of Interns and Residents ("CIR") and the County of Westchester ("County"). These agreements, as set forth below, shall be considered supplemental to the collective bargaining agreement and shall be in all respects consistent therewith and enforceable according to the means and procedures set forth therein:

1. As of July 1, 1978, the County may remove County telephone units from County apartment units occupied by house-staff officers. In such event, the County shall compensate each house staff officer occupying such units for the minimum cost for unlimited local telephone service; and each house staff officer who occupied County housing in the 1977-78 training year and continues his/her occupancy in the 1978-79 training year for any installation charges for obtaining local telephone service after the removal of the County telephone units.
2. The County shall discontinue (i) the provision of free prescriptions at the County Medical Center to house staff officers, and (ii) free outpatient service to house staff officers and their dependents.
3. The County shall provide uniforms with pants to female house staff officers who request them.
4. The County shall install coin-operated laundry and dryer machines in Westchester Hall as soon as practicable.

CIR is a charter affiliate of the Physicians National Housestaff Association

Mr. Michael Wittenberg

5. Effective July 1, 1978, house staff officers hired by the County and employed in accredited County Medical Center training programs at the County Medical Center and/or related hospital facilities shall be maintained on the County payroll and subject to the terms of the collective bargaining agreement between the CIR and County. Those house staff officers on the White Plains Hospital payroll between the period of January 1, 1978 and June 30, 1978 shall be entitled to retroactive wage adjustments consistent with the terms of Article III of the collective bargaining agreement.
6. The County agrees to implement the dues and/or agency fee deductions, effective as of January 1, 1978.
7. Insofar as practicable, the County shall make available at the County Medical Center free photostating facilities to house staff officers for the reproduction of papers and materials necessary for the fulfillment of the house staff officer's employment obligations.
8. The County shall maintain secure mailboxes for all house staff officers.
9. Except where otherwise requested by the CIR, paychecks for house staff officers shall be made available at their respective Division Offices.
10. The County shall use its best efforts to maintain a furnished lounge for anesthesiology house staff officers, located as close as possible to the Operating Room at the County Medical Center.
11. The County shall not charge house staff officers for food or food service at the Medical Center in any amounts higher than those charged to any other County employee.
12. For the purpose of the application of the collective bargaining agreement, Dental Interns and Dental Residents shall be deemed and treated as Medical Interns and Resident Physicians, respectively.
13. Effective July 1, 1978, the County shall discontinue the provision of maid service and free personal laundry service, if any, at the aforementioned County apartment rental units.



**Committee of Interns & Residents/SEIU**

**National Office**

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