

Collective Bargaining Agreement

Between

St. Michael's Medical Center

and the

Committee of Interns and Residents/SEIU

August 30th, 2022 – August 29th, 2026

Committee of Interns and Residents (CIR)
National Affiliate of Service Employees International Union (SEIU)

The Committee of Interns and Residents/SEIU (CIR/SEIU) represents over 22,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California, New Mexico, Illinois, Vermont Collective bargaining agreements covering both public and private sector hospitals.

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

This collective bargaining agreement, negotiated by CIR/SEIU members at St. Michael's Medical Center, provides for salaries, leave time, a due process procedure in disciplinary cases, a grievance procedure, and other issues of concern to Housestaff.

Know your rights and benefits – read your CIR contract!

Committee of Interns and Residents/SEIU

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Agreement made as of August 30, 2022 and entered into by and between St. Michael's Medical Center (hereinafter referred to as "the Employer") and the Committee of Interns and Residents (hereinafter referred to as "CIR") for the period from August 30, 2022, through August 29, 2026.

Article I

Recognition

1. The Employer recognizes CIR as the exclusive collective bargaining representative for all employees employed by the Employer in titles of intern, resident and fellow, wherever assigned. Persons in such titles are hereinafter collectively referred to as "housestaff" or "Housestaff Officers." Excluded are all other employees, including all other full-time, part-time and/or independent contract**or** physicians.

2. It is not the intention of the Employer to utilize volunteers to eliminate positions or opportunities of the Housestaff Officers covered by this collective bargaining agreement.

Article II

CIR Security and Representation

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

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

3. CIR/SEIU shall have the exclusive right to the check off and transmittal of dues or agency fee on behalf of each employee in the unit, said dues or agency fee to be checked off monthly from the paycheck of each Housestaff Officer, pursuant to the directive of CIR/SEIU, in such amounts as CIR/SEIU shall establish. The Employer agrees to forward said dues and agency fees, together with an itemized statement, to CIR on the 20th day of the month after such deductions are collected.

4. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the CIR/SEIU agrees that it will indemnify and hold the Employer harmless for any claims, judgements, actions or proceedings by any Housestaff Officer arising from deductions made by the Employer pursuant to this article. After deductions are remitted to CIR/SEIU, their disposition thereof shall be the sole and exclusive obligation and responsibility of the CIR/SEIU.

Article III

Union-Management Committee

To maintain good labor relations, both parties agree to establish a Union-Management Committee. This committee shall be convened at the request of either party. Requests to convene shall not be unreasonably denied.

Article IV

Wages

1. The appointment of a Housestaff Officer shall be based on his/her appropriate Post Graduate Year (hereafter "PGY"), which shall be determined as follows: A Housestaff Officer shall be placed at a PGY level appropriate to his/her level of clinical responsibility (i.e., if a Housestaff Officer is performing the work of a PGY-1, he/she shall be paid as a PGY-1, etc.) except that:

(a) If the Housestaff Officer completes one or more accredited years of service in a training program at St. Michael's, then his/her PGY level shall be increased by the number of such years of service; and

2. A Housestaff Officer converted to a PGY level pursuant to Section 1 shall, if hereinafter reappointed, be deemed to have served the number of years in an ACGME, AOA or APMA accredited training program applicable to the PGY level to which he/she has been converted and equated pursuant to Section 1.

3. A Housestaff 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 level.

4. Housestaff shall be paid the following minimum annual salaries:

Level	Current (September 2021)	September 2022	September 2023	September 2024	September 2024
PGY-1	$ 54,452.54	$57,175.17	$59,462.17	$60,651.42	$61,864.45
PGY-2	$ 58,431.27	$61,352.83	$63,806.95	$65,083.09	$66,384.75
PGY-3	$ 62170.99	$65,279.54	$67,890.72	$69,248.54	$70,633.51
PGY-4	$ 65,909.67	$69,205.15	$71,973.36	$73,412.83	$74,881.08
PGY-5	$ 67,375.68	$70,744.46	$73,574.24	$75,045.73	$76,546.64
PGY-6	$ 68,844.79	$72,287.03	$75,178.51	$76,682.08	$78,215.72
PGY-7	$ 70,310.80	$73,826.34	$76,779.39	$78,314.98	$79,881.28

Effective in the first full payroll period following **September 1, 202** Housestaff Officers will receive a **5.0%** increase to their base wage rate.

Effective in the first full payroll period following **September 1, 2023** Housestaff Officers will receive a **4.0%** increase to their base wage rate.

Effective in the first full payroll period following **September 1, 2024** Housestaff Officers will receive a **2.0%** increase to their base wage rate.

Effective in the first full payroll period following **September 1, 2025** Housestaff Officers will receive a **2.0%** increase to their base wage rate.

5. Chief Resident Differential

Each PGY 3 Chief Resident shall be paid an additional $1500.00 per year, to be paid on a pro-rated basis each pay period.

Article V

Health and Welfare Benefits

As of July 1, 2019, the Housestaff Officers will be covered by the current health and welfare benefit plans (as per "Employee Benefits Guide 2022"). The Employer will meet and confer with the Union prior to making any changes to these benefit plans. The Employer will give the Union at least 60 days advance notice of any changes to these benefit plans.

Article VI

Meals

1. The employer shall provide a monthly meal allowance, which shall increase to Two Hundred Fifty dollars (**$250.00**), starting in the month after the ratification of this Agreement. The monthly meal allowance shall be added to the first full pay period of the month for each Housestaff Officer performing responsibilities in-house or any other institution through which Housestaff Officer shall rotate. Allowance will be issued as follows:

PGY 1 – 8 - **$250**/month starting in the first month following ratification.

Fellows will receive the rate when working for St. Michael's Hospital.

The amount of such meal allowance shall be reduced by 25% per week for any month in which a Housestaff Officer uses vacation time.

2. The cafeteria shall remain open to housestaff during posted hours, which shall be maintained consistent with housestaff schedules and work assignments. In the event that schedules

do not allow adequate access to food, the parties shall arrange alternative method of providing access.

3. Vending machines dispensing drinks, sandwiches, fruit and other snacks shall be set up in an area accessible to all services 24 hours per day.

4. The Employer shall provide automated coffee machines for use by the housestaff, and shall provide ground coffee, filters, cups, creamer and stirrers as needed.

Article VII

Health and Safety

The Employer agrees that it will meet CDC guidelines for institutional and engineering controls of air-borne and blood-borne pathogens, in accordance with State and/or federally approved timetables and action plans. It shall develop, in consultation with the Infection Control Committee, protocols addressing employee exposures to said pathogens and shall orient all housestaff in such protocols.

Article VIII

Holidays

1. All Housestaff Officers shall receive the following holidays with pay: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

2. Where any of the foregoing holidays fall on a Saturday the Employer will celebrate the preceding Friday as the holiday. Where any of the foregoing holidays fall on a Sunday the Employer will celebrate the following Monday as the holiday. When a holiday falls during the vacation of a Housestaff Officer he/she shall be given another day off by the end of the academic year in which the holiday falls or the end of the calendar year in which the holiday falls, whichever is later. Said alternate day off shall be subject to the approval of the department concerned.

3. Housestaff Officers not scheduled to be on call on a holiday will be given the day off with pay. Each Housestaff Officer scheduled to be on call on a holiday shall be expected to work but is to receive an alternative day off with pay by the end of the academic year in which the holiday falls or the end of the calendar year in which the holiday falls, whichever is later. Said alternate day off shall be subject to the approval of the department concerned.

Article IX

Vacations

1. Housestaff Officers shall receive four weeks of vacation per academic year.

2. Vacation time cannot be accumulated for the following academic year.

3. Vacation time is not subject to accrual but will be scheduled by the program at the beginning of each academic year.

Article X

Leave Time/Educational Allowance

1. The Employer shall provide six (6) days of paid sick leave per year. Unused sick days shall accumulate from year to year, but the sick bank shall be capped at one hundred and twenty (120) hours.

2. Housestaff Officers who are pregnant shall, to the extent possible, 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, relieved of a reasonable and limited amount 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 Housestaff Officer's specialty board.

3. Any childcare or day-care services provided to other hospital employees shall also be offered to Housestaff Officers.

4. Housestaff Officers eligible for disability leave, including pregnancy leave, shall apply for State Temporary Disability Income under the guidelines issued by the State of New Jersey. Such disability leave shall be accompanied by medical certification by a physician to authorize time out. For salary continuation, accrued vacation and sick time may be entered on the State form as earnings until such period that these earnings are exhausted. When these earnings are exhausted, State Disability Income will be indicated on the form for the remainder of the leave, in compliance with State requirements. A disability leave due to a work-related injury shall be applied for under the guidelines of the Employer's Workers' Compensation Policy.

Upon request, Housestaff Officers may apply for family or medical leave under the guidelines of the appropriate State and federal Family Leave Acts.

5. A Housestaff Officer shall be paid at his/her regular pay for three (3) days absence in the event of the death of grandparent, parent, parent-in-law, spouse, children, brother, sister or registered domestic partner.

6. The Employer shall establish the following education leave and allowance policies. However, any existing practices which are greater than those listed below shall be maintained.

(a) Housestaff Officers shall be allowed paid time-off to take specialty or licensure exams, with the approval of the Program Director and the Director of Medical Education. Such approval shall not be unreasonably denied.

(b) PGY 2 or PGY 3, Chief residents and fellows shall be given an annual paid conference leave (per academic year), for a course (which may include a board preparation course), and others that are approved by the Program Director and such approval shall not be unreasonably denied. Such conference leave shall be for the number of days necessary to attend the conference, up to a maximum of five (5) days. Such eligible PGY 2 or PGY 3 and Housestaff shall also receive an educational allowance of up to $850 per academic year for expenses connected with such course or conference. Reimbursement policies in any department that are higher than those in this section shall be maintained. Note: PGY 2 will be eligible for the one - time paid conference leave with a carryover of any remaining balance from the PGY 2 academic year to PGY 3.

(c) Conference reimbursements shall occur within forty-five (45) calendar days after receipts are submitted.

7. The employer shall cover the costs of ACLS training and certification for each Housestaff Officer. Such training shall be arranged by the Employer. Paid time off if necessary, shall be provided to all Housestaff Officers taking an ACLS course, covering the duration of the course.

8. Housestaff Officers except for those in their final year of residency shall receive 1 professional development day with pay per academic year. Housestaff Officers in their final year of residency shall receive 3 professional development days with pay per academic year. All professional development days under this Article shall be used for professional development purposes (e.g. interviews, conferences, academic competitions, research symposiums, etc.). Such professional development days shall require prior departmental approval. Requests shall not be unreasonably denied.

Article XI

USMLE Step 3/COMLEX Level 3

A Housestaff Officer shall sit for the USMLE Step 3 or Comlex Level 3, as applicable, prior to the end of the Housestaff Officer's second year of training (PGY-2). Failure to pass the above stated examinations by the end of the PGY-2 year will result in non-renewal of contract or delayed promotion at the program director's discretion.

Article XII

Discharge Summaries

The Housestaff Officer shall complete a discharge summary for each patient for which he/she participated in providing patient care. The discharge summary shall be completed as soon as reasonably possible, but no later than 7 calendar days following notification. Discipline as a result of failure to comply shall be handled by the program. Any discipline is subject to the grievance procedure.

Article XII

Malpractice Insurance

1. The Employer shall provide Housestaff Officers with a professional liability insurance policy, subject to the following terms and conditions:

a. The policy shall cover Housestaff for all liabilities, loss, damage, cost and expenses of whatever kind or nature, including counsel and attorney's fees, which they may sustain or incur by reasons of acts or omissions committed or performed during the course of employment, studies, administrative or committee functions, or responsibilities.

b. The policy shall have limits of not less than $1,000,000 for each claim and $3,000,000 as an aggregate annual limit.

c. The coverage provided under the policy shall be subject to the following exclusions:

   i. criminal actions or proceedings;

   ii. assault and battery committed by or at the direction of a Housestaff Officer and which alleged actions are clearly not within the proper course of a Housestaff Officer's duties or functions;

   iii. liability of other individuals or entities assumed by a Housestaff Officer under any contract or agreement;

   iv. bodily injury, sickness, disease or death of any Housestaff Officer arising out of or in the course of his/her duties or responsibilities;

   v. acts or omissions which result in an award of punitive damages, except that coverage hereunder shall apply in cases where both compensatory and punitive damages are sought to the extent that the Employer shall investigate and defend such claims without cost to the Housestaff Officer and

indemnify, save and hold him/her harmless to the extent any compensatory damages are awarded; and

vi. home health care services which are not rendered in the scope of a Housestaff Officer's employment.

2. Notwithstanding the foregoing, the coverage provided by the Employer hereunder shall be excess over any other insurance insuring all or part of a claim made against a Housestaff Officer for any act or omission hereinbefore set forth. Insurance for any such act or omission provided under any affiliation agreement of another institution shall likewise be deemed primary and its applicability shall precede the operation of the coverage by the Employer hereunder.

3. Each Housestaff Officer shall be required, as a condition to the provision of coverage by the Employer hereunder, to provide written notice as soon as practicable to the Risk Management Office of the Employer, or his/her designee, of any act or omission hereinbefore set forth, which has resulted or may result in any claim or suit against a Housestaff Officer and about which he/she has received written notice.

4. At the request of the Union or a Housestaff Officer, the Employer shall provide the Union and/or Housestaff Officer with a summary of the commercial professional liability insurance policy coverage afforded the Housestaff Officers by the Employer, including the name of the insurance carrier and the limits of coverage. To the extent it is reasonably possible, the Employer shall notify in writing both the Union and each Housestaff Officer of any prospective change in professional liability insurance policy coverage at least thirty days prior to such change, but in any event the Employer shall make such notification not later than five business days of the date of any such change.

Article XII

On-Call Rooms

The Employer shall provide safe, secure and properly maintained call rooms, in sufficient numbers to accommodate all housestaff when on call. Maintenance shall include, but not be limited to, clean linens and towels daily; rooms and bathrooms swept and/or mopped daily; pest control and other routine maintenance. On-call room areas shall be equipped with sufficient bathroom and shower facilities. A sufficient number of on-call rooms shall be provided to ensure sex segregation, but in no event shall the number of rooms be reduced from the current level. On-call rooms shall be located within sufficient proximity to ensure adequate physician response time. In-house telephone lines shall be provided in each room. Sufficient air condition and heat shall be provided in each room.

Article XIII

Uniforms/Laundry

The Employer shall provide three lab coats and seven scrub suits to each Housestaff Officer in the first year. The resident will be responsible for turning scrubs in at the appropriate location in order to receive a clean pair in return. The resident will also sign the form which states that he/she is responsible to return all seven pairs of scrubs prior to receiving his/her final paycheck. The resident must advise the Medical Center in writing within one week that the scrub has not been returned from the laundry and then an evaluation can be made as to whether the resident is responsible for the loss. If all seven (7) scrubs are not returned, the cost of all missing items will be deducted from their final paycheck. This scrub program will be in effect until June 30th of each contract year at which time it will be evaluated to determine whether the Medical Center will continue laundering scrubs. The Medical Center will give thirty (30) days advance notice to the Union if it decides to terminate the program so that the Union will have an opportunity to discuss the matter with the Medical Center.

Article XIV

Access to Files

All Housestaff Officers shall have access to their Human Resource files and their academic file. Also, all Housestaff Officers shall have the right to respond to any evaluatory statements by a written statement which shall be added to the Human resource file or the academic file (whichever contains the evaluatory statement).

In addition, Housestaff Officers shall have the right to review—but not obtain copies of—all documents contained in their Human Resources file and their academic file, with the exception of any letters of recommendation for which the Housestaff Officers have waived their right to review. The Employer may assign one of its staff people to be present when the file is being reviewed. Requests to review a Human Resources file shall be directed to the Director of Human Resources. To review an academic file, the Housestaff Officer shall report in person to the Medical Education office and request a review. The Union, at the behest of the Housestaff Officer, may request a copy of a Housestaff Officer's Human Resources file and academic file if said file is relevant to a grievance or arbitration. Once such a request is made, the Employer shall fulfill it within a reasonable time.

Article XV

Individual Contracts

1. Each Housestaff Officer shall, prior to his/her employment by the Employer, receive a written contract not inconsistent with the provisions herein and which shall set forth the terms and conditions of his/her employment.

2. The form of individual contract presently used by the Employer shall be furnished to CIR and, if changed, a copy of any such change will be furnished to CIR prior to its use.

3. Housestaff Officers shall be notified in writing no later than the second Friday in December for July 1 appointments (or no later than 6 1/2 months prior to the expiration of the individual contract, for off-cycle appointments) if their contract is to be non-renewed.

Article XVI

Grievance Procedure

1. A grievance shall be defined as a dispute regarding: (a) the interpretation or application of the terms of this written Agreement; (b) regular and recurrent assignment of a Housestaff Officer to duties not appropriate to a Housestaff Officer or (c) a question regarding the non-renewal of the appointment of a Housestaff Officer (*i.e.,* the Housestaff Officer is not being offered another annual individual Residency Contract in accordance with Article XV, Paragraph 3) or other performance of duties as outlined in the Residency Contract, and/or any other breach to or termination of the Residency Contract or the CBA.

For clinical issues or the non-renewal of a Housestaff Officer's contract in accordance with Article XV, Paragraph 3, the grievance shall be presented pursuant to the process set forth in Addendum A, which is attached to this Agreement and incorporated herein by reference. A grievance for any issues that do not pertain to the clinical issues or non-renewal of a Housestaff Officer's Residency Contract, shall be undertaken pursuant to a three (3) step grievance procedure as follows:

2. (A) **FIRST STEP:** The Housestaff Officer(s) and/or CIR shall within fifteen (15) working days of when the Housestaff Officer learned or should have reasonably learned of the facts giving rise to the grievance, take the grievance up directly with the Director of Human Resources or his/her designated representative, who shall give his/her answer to the Housestaff Officer(s) and CIR in writing within fifteen (15) working days thereafter.

(B) **SECOND STEP:** If no satisfactory settlement is reached at the First Step, CIR may present the grievance in writing within fifteen (15) working days from receipt of the answer at the First Step as follows:

(i) The grievance shall be presented at the Second Step to the Employer's Regional Chief Medical Officer or his/her designated representative.

(ii) The Regional Chief Medical Officer, or his/her authorized representative(s), will meet with a representative of CIR and the grievant(s) within seven (7) working days after receipt of the written grievance and shall give his/her answer in writing within seven (7) working days after the meeting.

(C) **THIRD STEP:** If any grievance on issues other than clinical issues or the timely non-renewal of a Housestaff Officer is not disposed of in the foregoing procedure, CIR may further pursue the grievance as follows: CIR shall submit the grievance to final and binding arbitration pursuant to the rules of the New Jersey State Board of Mediation. The matter must be submitted to arbitration within ten (10) working days of the Employer submitting its written response at the Second Step. The parties shall bear equally the fees and expenses of the arbitration. The decision of such arbitrator shall be final and binding upon the parties.

3. In the event a grievance is of a general nature affecting either all the Housestaff Officers of a single service or two or more Housestaff Officers assigned to different services, CIR may file such grievances at the Second Step without resort to the previous step within fifteen (15) working days of when one of the Housestaff Officers learned or should have reasonably learned of the facts giving rise to the grievance.

4. Failure by a Housestaff Officer or CIR to follow the time limit specified in this Article shall constitute a waiver of the right to further process the grievance. Failure by the Employer to respond within the time limits prescribed shall be deemed a denial of the grievance at that step. The parties may, by mutual consent, agree to extend the time limits at any of the steps of this Article.

5. For the purpose of this Article, workdays shall not include Saturdays, Sundays or holidays.

Article XVII

Disciplinary Action

There shall be no disciplinary action of any kind taken against a Housestaff Officer except for just cause. Copies of any disciplinary actions of Housestaff Officers—containing both the specific action taken and the basis for the discipline—shall be contemporaneously presented in writing to the Housestaff Officer and to the CIR Contract Organizer assigned to the Employer's facility. The Employer shall not withhold paychecks for disciplinary reasons. Appeals of disciplinary action shall be pursued through the terms of the "Grievance Procedure" as set forth in article XVI of this agreement.

Article XVIII

Work Schedules and Patient Loads

1. The parties agree that in order to guarantee compliance with ACGME Residency Review Committee accreditation standards and to ensure the delivery of quality patient care, Housestaff Officers shall not be assigned excessive work hours or be assigned to manage an excessive number of patients. Both parties will make every effort to resolve problems in furtherance of these principles.

2. No Housestaff Officer shall be scheduled to be on in-house overnight call more than every third night, as commonly understood. On-call frequencies shall not be increased at those PGY-levels and rotations where on-call less frequent than every third night has been the past practice. There shall be adequate opportunity to rest and sleep when housestaff are on-call for 24 hours or more, and there shall be adequate back-up so that patient care is not jeopardized during or following assigned periods of duty.

3. Housestaff Officers shall not be assigned to make up on-call duty that would otherwise have been worked during any approved time off provided by this agreement. Housestaff Officers will not be put on call on weekends immediately (consecutively) following or preceding their vacation period.

Article XIX

Staffing/Patient Care

1. The Employer shall at all times maintain staffing levels of housestaff, attendings and house physicians to ensure quality patient care, adequate supervision, a good teaching environment, and compliance with provisions of this Agreement including, but not limited to, leave time and work schedules.

2. The Employer shall make best efforts to provide adequate ancillary services on a 24-hour basis including, but not limited to, EKG technicians, IV services, phlebotomy services, messengers, transport services, and unit clerks in accordance with ACGME standards.

3. The Employer shall provide appropriate equipment and supplies to Housestaff Officers in convenient and appropriate location and in sufficient quantities to meet good patient care standards. Lab Computers for use by the Housestaff shall be placed at each nursing station as soon as possible.

Article XX

Parking

1. The Employer shall provide parking for all Housestaff Officers in its parking facilities. Effective December 1, 1998, Housestaff Officers will pay on the same basis as other hospital employees, which is currently free of charge. The facilities shall be maintained and kept secure.

2. Sufficient parking spaces for Housestaff Officers on call shall be provided in the designated area in the employee parking lot. Fellows shall be permitted to park in the physician lot on Saturdays and Sundays.

3. Housestaff Officers shall have access to a designated phone number to address concerns related to the parking lot shuttles, including alerting the Employer regarding untimely shuttle service.

4. Eight (8) parking spaces in the physician's parking lot shall be set aside for the use of Housestaff Officers working an on-call shift, between 7 am and 7 am.

Article XXI

Non-Discrimination

There shall be no discrimination by the Medical Center or the Union against any member of the bargaining unit because of sex, gender identity or expression, sexual orientation, race, creed, color, disability, religion, national origin, ancestry, marital status, civil union status, domestic partnership status, military service, age or activity or non activity on behalf of the Union.

Article XXII

Medical Education/Housestaff Representation

1. The Department of Medical Education shall recommend to the Medical Staff an amendment to its By-Laws to provide for two Housestaff Officers, elected by the housestaff, to serve as non-voting members of the Medical Staff.

2. The Employer will provide the BCLS, ACLS, ATLS, PALS, NALS courses and re-certification courses at no cost to the Housestaff Officer as well as recertification as needed throughout the employment of the resident including time off for the length of such courses.

3. The Employer will pay for required professional and specialty board memberships such as AOA, AMA and APMA up to a maximum of $80.00 per year.

4. On a quarterly basis, a memo will be sent to the St. Michael's employees regarding the education schedule of the Housestaff Officers. The memo will indicate that the Housestaff Officers will only be paged during education time if it is an emergency.

5. The Employer will adhere to ACGME, AOA and CPME guidelines on Medical Education.

Article XXIII

Book, Journal and Equipment Allowances

Each Housestaff Officer shall receive, not to exceed, $1200 in reimbursement per year for the purchase of book, journals, conferences, board exam expenses, USMLE Step 3/COMLEX Level 3 expenses (referenced in Article XI), personal computers, computer equipment, ipads/tablets, mobile telephones, stethoscopes, othalmoscopes, and other medical equipment each

training year. However, Housestaff Officers are not eligible for reimbursement for clothing or shoes.

A Housestaff Officer who presents at a conference which is approved for CME credits is eligible to seek reimbursement for his/her reasonable related expenses. It is understood that reasonable related expenses must be consistent with the Employer's travel reimbursement policy and shall include, but not be limited to travel, materials, registration fees, lodging and food. Reimbursement for any additional related fees shall be subject to the Chief Executive Officer's discretion.

"Presenting" is defined as the presentation of a paper to an audience identified in the program, or as one of three authors on a poster or an abstract. The presenter will be reimbursed for only one presentation per poster or abstract. The reimbursement term would be the day before, the day of, and the day after the conference. Exceptions may be made at the discretion of the CEO. Any request for approval for reimbursement pertaining to presenting at a conference, for a poster, or for an abstract must be submitted no less than 30 calendar days prior to the first day of the conference and/or travel, whichever is earlier. If approval for reimbursement is obtained prior to the conference, the Housestaff Officer can submit receipts compliant with the Employer's travel reimbursement policy after the conference.

This allowance shall be paid no later than 90 days following submission of receipts for such expense.

Article XXIV

Patient Care Committee

The CIR/SEIU will establish a CIR/St. Michael's Patient Care Committee made up of Housestaff Officers who will meet regularly with the Employer to make recommendations for the improvement of patient care and make recommendations to purchase patient materials or educational supplies necessary to improve patient care at St. Michael's.

Article XXV

Miscellaneous

1. The Employer shall provide each Housestaff Officer with a locker.

2. The Employer shall provide a beeper to each Housestaff Officer. The Employer shall replace a Housestaff Officer's beeper in the case of reported and documented theft.

3. The Employer shall provide Hepatitis B and influenza vaccine for residents free of charge.

4. Housestaff Officers who are exposed to or feel they are exposed to HIV or other infectious disease by needlestick or other significant exposure shall have access to appropriate counseling and medical management on a 24-hour per day basis.

5. The Employer will notify CIR of any changes in JCAHO accreditation status and shall meet with CIR and housestaff representatives to discuss the impact, if any, on the training programs.

6. The Employer shall provide the Housestaff Officers with access to an electronic library maintained by the educational sponsor of the residency/internship/fellowship program. The electronic library shall contain current editions of all relevant texts and journals.

7. The Medical Center shall endeavor to maintain an institutional license for an electronic database providing up-to-date clinical information. The Medical Center shall ensure that the Housestaff Officers have access to any such databases.

8. The Employer shall pay for all Housestaff Officer finger printing that is required by the State or the Employer.

9. Housestaff Officers shall have 24-hour access to a study room within the Medical Center. The study room shall be equipped with computers with access to approved medical databases and websites. Additionally, the Medical Center shall maintain the three computers located near the call rooms and ensure those computers are equipped with access to approved medical databases and websites.

Article XXVI

Moonlighting

Housestaff Officers shall be prohibited from moonlighting. If, during the term of the collective bargaining agreement between the Employer and the Union, the educational sponsor of the residency/internship/fellowship program changes its policy prohibiting moonlighting, the Employer and the Union shall meet to discuss potential modifications to the prohibition against moonlighting contained in this article.

Article XXVII

Separability

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

Article XXVIII

Successor

For the life of this Agreement and during the period, if any, between successor Agreements, the Agreement shall be binding upon the Employer and any and all subsidiaries.

The parties understand and agree that if St. Michael's Medical Center is sold, the terms of this agreement will automatically expire upon the closing of the sale of the Medical Center. The foregoing does not constitute a waiver of any rights the Union or its members have under the National Labor Relations Act with respect to the bargaining obligations of a successor employer.

Article XXIX

Management Rights

1. Except as otherwise provided the Employer retains the exclusive right to direct and schedule the working force; to plan, direct and to control operations; to hire, discipline for just cause; and in all aspects to carry out, in addition, the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.

2. CIR, on behalf of the Housestaff Officers, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum patient care and the employer agrees to receive and consider constructive suggestions submitted by CIR and the housestaff, towards these objectives.

Article XXX

No Strike or Lockout

1. CIR shall not directly or indirectly authorize or sanction a strike or other work stoppage during the term of this Agreement.

2. The Employer agrees that it will not lock out employees during the term of this Agreement.

Article XXXI

Renewal of Contract

This Agreement shall be in full force and effect from August 30th, 2022 until August 29th, 2026 and shall continue in effect and be automatically renewed from year to year thereafter unless either party gives written notice to the other at least ninety (90) days prior to expiration of its desire to modify this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement on August 30th, 2022.

FOR SAINT MICHAEL'S MEDICAL MEDICAL CENTER:

Jessica Bernokeits Date 1/23/2023

Date

FOR COMMITTEE OF INTERNS AND RESIDENTS:

Lorenzo Gonzalez Date 01/12/23

Ja'Nelle Blocker, MD MD Date 1/12/2023

Russell Warburton 1/12/2023

Sharome Wiggins 1/12/23

Addendum A

Grievance Policy For Clinical and Non-Renewal Of Employment Contract Related Matters.

Since residents, on occasion, may be rotated for educational purposes through the New York Medical College participating medical centers, a unified grievance procedure will be utilized. A grievance shall be defined as (a) the interpretation or application of the terms of the CBA and this Addendum; (b) regular and recurrent assignment of a Housestaff Officer to duties not appropriate to a Housestaff Officer; or (c) a question regarding the non-renewal of the appointment of a Housestaff Officer or performance of duties as outlines in the Residency Contract (*i.e.,* Individual Contract pursuant to Article XV) and/or any other breach to or termination of the Residency Contract or the CBA. Grievances for clinical issues and non-renewal of a Housestaff Officer's Residency Contract related matters shall be processed and disposed of in the manner below: (This procedure supersedes any procedure outlines by Medical Staff by-laws). Grievances for any issues that do not pertain to clinical issues or non-renewal of a Housestaff Officer's Residency Contract shall be processed and disposed of in accordance with the provisions of Article XVI.

Residents shall have the right to be represented by the Union at all steps of the Grievance Procedure set forth in this Addendum.

Step 1. A Resident having a grievance may refer the same in writing, within 14 calendar days of the event, giving rise to the grievance, to the Program Director under whom he/she is training, with a copy to the Medical Center's Director of Medical Education and the School Department Chairperson. The Program Director or his/her designee shall give his/her response to the grievance in writing to the Resident not late than 14 calendar days after presentation of the grievance with copies to the Medical Center's Director of Medical Education and the School's Department Chairperson.

Step 2. If step 1 is unsuccessful in resolving the grievance, the Resident may request in writing a review of the grievance by the Dean. Upon recipe to the grievance, the Dean or his/her Designee shall within 14 calendar days appoint an Ad hoc Review Panel. The Chair of the Panel shall be a Chairperson of a clinical department other than that of the Resident's specialty. Three additional faculty members shall be appointed from the departments other than the Resident's. Two Residents not from the Resident's department shall also be appointed (total 6).

As soon as practical, but no later than 14 calendar days from constitution of the full Panel, the Panel shall convene its hearing. The grieving Resident and the School Department Chairperson shall be invited to be present at all phases of the hearing except executive sessions and deliberations. The Chair of the Panel shall make a written summary of the proceedings. The grievant and the School Department's Chairperson as well as the Panel may examine witnesses. The grievant shall first present his/her grievance and witnesses of his/her choice. The Chairperson shall present his/her response and witnesses of his/her choice. The Panel can call other parties to testify. The Panel may limit redundant or irrelevant testimony. At the conclusion of the hearings, the Panel will deliberate and within 14 calendar days, transmit its findings and recommendations in writing to the Dean with copies to the grievant and the School Department Chairperson.

Step 3. Either party to the grievance may appeal to the Dean in writing regarding the findings and recommendations of the Panel, within 14 calendar days of receipt. Absent an appeal, the findings and recommendations will be final. In the event of an appeal, the Dean shall consider it and render a final and binding decision within 14 calendar days.



Committee of Interns & Residents/SEIU
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