

Collective Bargaining Agreement

Between

One Brooklyn Health

and the

Committee of Interns and Residents/SEIU

November 1, 2022 – October 31, 2025

The Committee of Interns and Residents/SEIU (CIR/SEIU) represents over 32,000 resident physicians in California, Florida, Illinois, Massachusetts, New Jersey, New Mexico, New York, Vermont, and Washington D.C. 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 One Brooklyn Health 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!

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Preamble

This Agreement is effective as of November 1, 2022 respectively, between One Brooklyn Health (hereinafter referred to as the "Hospital") and the Committee of Interns and Residents/ Service Employee International Union (hereinafter referred to as the "CIR/SEIU") for the period of November 1, 2022 through October 31, 2025.

One Brooklyn Health is defined is for this contract as The Brookdale Hospital Medical Center ("Brookdale"), a New York not-for-profit corporation with its principal place of business at 1 Brookdale Plaza, Brooklyn, NY 11212, on behalf of itself and its divisions at Interfaith Medical Center ("Interfaith") and Kingsbrook Jewish Medical Center ("Kingsbrook) (Brookdale, Interfaith, and Kingsbrook may individually be referred to as "Facility" or collectively hereinafter as " the Hospital").

Article 1
Recognition

The Hospital recognizes the Committee of Interns and Residents/Service Employee International Union as the sole and exclusive collective bargaining representative for the titles Interns, Residents, Chief Residents, and Fellows employed by the Hospital and wherever assigned. Persons in such titles are hereinafter collectively referred to as "Residents."

Article 2
CIR/SEIU Security

1. It shall be a condition of employment that all Interns, Residents, Chief Residents and Fellows employed by the Hospital ("House Staff Officers") covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on or by the 31st day following the effective date of this Agreement, whichever may be later, become and remain members in good standing of the Union. It shall also be a condition of employment that all House Staff Officers covered by this Agreement and hired on or after its effective date or the execution thereof, whichever may

be later, shall on or after the 31st day following the beginning of such employment become and remain members in good standing of the Union. For the purpose of this Agreement, "good standing" shall consist of the payment of periodic dues as uniformly required by the Union as a condition of membership, or pay an agency fee to the Union.

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

3. The CIR/SEIU shall have the exclusive right to the check off and transmittal of dues in behalf of each employee in the unit, said dues to be checked off monthly from the paycheck of each Resident, pursuant to authorization cards in conformity with law and pursuant to the directives of the CIR/SEIU, in such amounts as the CIR/SEIU shall establish. The Hospital agrees to forward said dues to the CIR/SEIU within twenty (20) days of the end of each month.

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

5. A list of all incoming and outgoing Residents shall be provided to the CIR/SEIU by July 1st, of each year and shall include names, addresses, PGY levels, and fellowship titles if any.

6. The Hospital shall provide the CIR/SEIU with periodic updates of any changes (additions or subtractions) from the total number of Residents in the training program, including, names, home addresses, department, PGY level, and pager numbers.

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

Article 3

Wages

1. The appointment of a Resident shall be based on his/her appropriate Post Graduate Year (hereafter "PGY"), which shall be determined as follows:

    a. A Resident who has not completed at least one year of service in an ACGME or AMA-CPME-ADA-APA accredited training program shall be placed at the PGY-1 level.

    b. A Resident who has completed one or more years of service in an ACGME or AMA-CPME-ADA-APA accredited training program shall be placed at the PGY level which equals the number of such years of service plus one (e.g., a Resident who has completed two years of service in such training program shall be placed at PGY 3). A Resident required to spend a prerequisite period of service, in an ACGME or AMA-CPME-ADA-APA accredited 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 Resident changes his/her specialty, he/she shall receive a maximum credit of two years for prior service in such other ACGME or AMA-CPME-ADA-APA accredited training program. Where there is a claimed violation of credit for prior service, retroactive pay shall be limited to 60 days prior to the date on which the Hospital is first notified of such a claim.

    c. When some or all of the prior service of a Resident has been in a non-ACGME or AMA-CPME-ADA-APA accredited 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-AMA-CPME-ADA-APA accredited training program. Non-ACGME or AMA-CPME-ADA-APA training will be evaluated by the individual chairman in reference to assignment of PGY levels for salary purposes. Such training will be re-evaluated if full accreditation is received and upon presentation to the chairman, however, the final decision will be made by the DIO and/or SVP of Academic Affairs. Increased standing by a Specialty Board for non-ACGME or AMA-CPME-ADA-APA accredited training programs shall not apply retroactively during the term of this contract, but be effective only from the time the affected resident submits such determination to his/her director and to the Hospital's Personnel Department.

2. A Resident converted to a PGY level pursuant to Section 1 shall, if hereinafter reappointed, be deemed to have served the number of years in an ACGME or AMA-CPME-ADA-APA accredited training program applicable to the PGY level to which he/she has been converted and equated pursuant to the said Section 1.

3. A Resident who during the term of this agreement, successfully completed his/her service for a year and is reappointed to service for an additional year shall be advanced to the next higher PGY level. Conversely, a Resident, who does not successfully complete a year of service and is asked to repeat any portion of the year, will not advance to the next higher level.

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.

5. Effective November 1st 2022 the annual salary rates of all residents shall be:

	BUHMC salary beginning 1/1/22	**11/1/2022 Leveling + 3%**	**11/1/2023 3%**	**11/1/2024 3%**
PGY1	$67,025	$72,040.24	$74,201.45	$76,427.50
PGY2	$72,779	$79,140.36	$81,514.57	$83,960.00
PGY3	$79,967	$84,219.24	$86,745.81	$89,348.19
PGY4	$82,549	$86,938.54	$89,546.70	$92,233.10
PGY5	$85,270	$89,927.69	$92,625.52	$95,404.29
PGY6	$87,121	$93,105.46	$95,898.62	$98,775.58
PGY7	$90,877	$96,645.42	$99,544.78	$102,531.12
PGY8	$96,384	$99,458.64	$102,442.40	$105,515.67

	IMC legacy salary beginning 1/1/22	11/1/2022 Leveling + 3%	11/1/2023 3%	11/1/2024 3%
PGY1	$69,941.99	$72,040.24	$74,201.45	$76,427.50
PGY2	$76,835.30	$79,140.36	$81,514.57	$83,960.00
PGY3	$81,661.43	$84,219.24	$86,745.81	$89,348.19
PGY4	$84,224.37	$86,938.54	$89,546.70	$92,233.10
PGY5	$87,308.44	$89,927.69	$92,625.52	$95,404.29
PGY6	$90,393.65	$93,105.46	$95,898.62	$98,775.58
PGY7	$93,477.72	$96,645.42	$99,544.78	$102,531.12
PGY8	$96,561.78	$99,458.64	$102,442.40	$105,515.67

	KJMC legacy salary beginning 1/1/22	11/1/2022 3%	11/1/2023 3%	11/1/2024 3%
PGY1	$73,264.61	$75,462.55	$77,726.43	$80,058.22
PGY2	$79,630.82	$82,019.74	$84,480.33	$87,014.74
PGY3	$87,149.16	$89,763.63	$92,456.54	$95,230.24
PGY4	$89,368.59	$92,049.65	$94,811.14	$97,655.47
PGY5	$92,159.25	$94,924.03	$97,771.75	$100,704.90
PGY6	$94,463.49	$97,297.39	$100,216.31	$103,222.80
PGY7	$97,124.22	$100,037.95	$103,039.09	$106,130.26

The remaining KJMC residents currently on those respective salary scales will be grandfathered on the existing KJMC salary rates. They will receive the greater of the PGY salary on their respective salary scale or the BHMC PGY salary.

Effective 11/1/22, House Staff Officers on the KJMC legacy contract shall receive a 3% increase and base rates shall be adjusted accordingly.

6. The Hospital will create a Quality Improvement bonus pool equivalent to $500 per resident which will be payable into HSO's paychecks in June of 2018, and June of 2019 subject to the following:
    a. Each department as defined in subsection b below will select a quality improvement project with approval from the DIO.

    b. Departments
        i. Medicine with fellowships
        ii. Surgery and Urology
        iii. Pediatrics
        iv. Psychiatry and Child Psychiatry
        v. Dental and OMFS

    c. Successful accomplishment of project would entail reaching mutually agreed upon goal (e.g., 50% increase, 25% reduction) in accepted time frame (e.g., 6 months).

    d. Example project – to increase ultrasound guidance of central lines placed by resident.
        i. Required data – what is baseline? Either pull from sample of charts (all procedure notes in EPIC for one month or random) or if no baseline possible then collect baseline.
        ii. Implement improvement
        iii. Provide monthly reports of data to DIO and department/program leadership

    e. Pay structure to be determined by residents (e.g. could be flat $500 to resident upon attainment of "target goal", or tiered distribution such as $250 for attainment of

"threshold" and an additional $250 for attainment of "target goal".) The pay structure needs to be the same for all departments and determined to be non-discriminatory by the Hospital Human Resources Department and agreed upon when the quality part of this project is finalized.

7. Effective November 1, 2022 the hospital agrees to pay Chief Residents a differential of $4,000 per year to be paid on a pro-rated basis each month.

8. Effective June 1, 2020, residents shall be paid in full for 3 days of Orientation at their appropriate PGY pay rate.

Article 4
Meals

1. The Hospital shall provide each Resident with an annual meal allowance. The meal allowance shall be paid biweekly and shall not be reduced as a result of a Resident exercising a contractual right to take time off for vacation, sick leave, examinations, conference time, or any other contractually guaranteed time off. The meal allowance shall be set at $2,900. This provision is not subject to the grievance and arbitration process.

2. The Hospital shall provide vegan and kosher options.

3. The Hospital agrees to provide and maintain vending machines stocked with an adequate variety of food and drink for use by Residents twenty four (24) hours per day.

4. The Hospital shall install and maintain a refrigerator, a hot and cold water cooler or equivalent filtered system, and tea and coffee service in all the housestaff lounges at all ~~campuses~~ hospitals.

5. Housestaff lounges shall be outfitted adequately to make it possible to supply food and beverages.

6. The Hospital will provide hot meals (breakfast, lunch, and dinner) for Housestaff Officers on call on weekends and breakfast (cereal, milk, yogurt, coffee, juice, hard boiled eggs) and hot

lunch and dinner on call, delivered to the main lounges, including the Kingsbrook 6th floor; Brookdale 4th floor and Emergency; and the Interfaith 2nd floor lounge. Housestaff Officers with special dietary requirements shall make special requests in writing to the designated person in Food and Nutrition as the need arises

Article 5
Health & Welfare Benefits

1. The Hospital shall make monthly contributions for the purpose of providing health and welfare benefits for each resident employed within the CIR/SEIU bargaining unit and their eligible dependants to the Voluntary Hospitals House Staff Benefits Plan (VHHSBP) on the first day of each month. The contributions shall be made for the purpose of providing each Resident and their eligible dependants with hospital, medical, major medical, dental, life (participant and spouse only), dismemberment (participant only), disability (participant only) coverage and legal services (through the CIR Legal Services) and any other benefit as defined in the Summary Plan Description to participants in the VHHSBP, and the VHHSBP shall thereupon provide such benefits ("the covered benefits").

2. Effective on the dates noted below, the hospital shall contribute the specified monthly sums to the VHHSBP for each Resident for the purpose of providing the covered benefits to the Resident and their eligible dependants in the VHHSBP.

Effective Date	Applicable Monthly Contribution Rate for Each Resident
January 1, 2023	$1039
January 1, 2024	$1112
January 1, 2025	$1190

In addition to the foregoing, the Trustees of VHHSBP will conduct on-going reviews of the financial status of the Plan. The Trustees of the VHHSBP shall be empowered to increase the monthly contribution rate to the VHHSBP, if necessary, in order to maintain current covered benefits and an appropriate reserve. The Trustees of the VHHSBP shall have the authority to determine whether and to what extent an increase in the monthly contribution

rate is necessary to maintain current covered benefits and an appropriate reserve in accordance with the Trust Agreement and applicable laws.

3. The dependents of the participant shall be as defined in the VHHSBP Summary Plan Description.

4. The Hospital shall furnish VHHSBP with lists of incoming and terminating Residents prior to June 1 of each Plan Year. In addition, the employer shall also furnish VHHSBP with a full list of all Residents employed by the hospital twice a year (on or before August 1 and February 1 of each year) The Plan Year is the period from July 1 through June 30. For Residents starting or terminating at times other than the Plan Year, lists of newly hired or terminated residents are to be made to VHHSBP within 30 days from the date the resident is added to the payroll or terminated. The Plan shall have the right to audit the employment records of the Hospital, upon reasonable notice, to confirm any information necessary for the proper administration of the Plan and to ensure that the Hospital is remitting the appropriate contributions.

5. The Hospital shall provide these lists (cited above in paragraph 4) to CIR/SEIU in an Excel-compatible spreadsheet via email. The excel spreadsheet template shall be as follows:

   Last Name (family name)
   First Name
   Middle Name (if any)
   Last four (4) digits of Social Security # plus Kronos ID number
   Current PGY Level
   Date of Hire
   Department
   Street Address (multiple lines separated by semicolon ";")
   City
   State
   Zip Code
   Email
   Home Phone #
   Member/Agency Fee Payer (M for member, A for agency fee payer)
   Family status (S for single and F for family)

Date of Birth

The list should include a total of all bargaining unit members.

6. The Hospital shall make monthly payments to the VHHSBP on the first of the month for which contributions are due. In the event that any required contributions are not paid when due, the Fund shall be entitled to recover interest on such unpaid contributions at the rate of 18% per annum as well as such other amounts and remedies as are available to employee benefit funds under the Employee Retirement Income Security Act, including the recovery of liquidated damages equal to 20% of unpaid contributions.

7. The Hospital shall continue to provide New York State Disability insurance to its Residents.

8. The Hospital shall continue to provide and administer a Flexible Spending Account for IRS eligible Dependent Care Expenses for each Resident with eligible dependents subject to and in accordance with the Hospital's program. The Hospital will allow Residents to elect to make voluntary payroll deductions up to the allowable IRS maximum for said account.

Article 6
Hazard Pay

In the event of a federal or state declared public health emergency that results in a material increase in hazard to unit members in the performance of their work duties at their place of employment, CIR may demand local bargaining over Recognition Pay, which may include recognition pay comparable to that of other staff. Should the state of emergency end while the parties are still bargaining, over such recognition pay, such pay shall be retroactive to the date the Hospital first commenced recognition pay to other staff for such federal or state declared emergency and shall not cease until the Hospital determines that it will cease recognition pay for other staff.

Article 7
Malpractice Insurance

1. Hospital shall be required to indemnify, hold harmless and defend each House Staff Officer against any and all liabilities, loss damage, costs and expenses of whatsoever kind, including counsel and attorney fees, from any claim of "Professional Misconduct" arising from the employment of the House Staff Officer by the Hospital. For the purpose of this provision, "Professional Misconduct" shall mean all acts or omissions committed or performed during the course of the employment, studies, administrative or committee functions, or responsibilities of the House Staff Officer, and subject to the exclusions stated in any applicable insurance policy, or at a minimum, the following:

a) criminal actions or proceedings
b) assault and battery committed by or at the direction of a House Staff Officer and which alleged actions are clearly not within the proper scope of a House Staff Officer's duties or functions
c) Punitive damages.

2. The Hospital shall provide the House Staff Officer with medical malpractice coverage through the Hospital's professional liability policy or a program of insurance which may be either (a) a commercial professional liability insurance policy covering all employed physicians including the House Staff Officers, with limits of not less than $1,000,000 for each claim and $3,000,000 as an aggregate annual limit, or (b) professional liability coverage provided through a self-insurance program ("self-insurance program") or a combination of commercial insurance and a self-insurance program. Should the Hospital elect to provide coverage solely through a self-insurance program, the Hospital shall fund actuarially determined losses at a discount fact equal to the existing interest rate for 10-year United States Treasury Bonds or consistent with the applicable rate of return on the Hospital's investment portfolio in a segregated self-insurance trust. Should House Staff Officers be covered wholly or in part by a self-insurance program, they shall be notified of any settlements entered into for any action in which they are a named defendant. While the Hospital shall have sole discretion to enter into a settlement on their behalf, the House Staff Officer's position regarding settlement shall be fully considered in making the ultimate determination regarding settlement.

3. In the event the Hospital elects to purchase a commercial professional liability insurance policy, such policy shall be written either on an "occurrence" or claims made form with minimum limits afforded of $1,000,000 per occurrence and $3,000,000 in the aggregate. Each House Staff Officer shall be protected by coverage provided for in this Article regardless of whether the House Staff Officer is still employed by the Hospital at the time a claim or lawsuit is made, filed or served and provided that such House Staff Officer acted within the scope of his or her duties as an employee of the Hospital.

4. Each House Staff Officer, while on rotation to an affiliated institution, shall be protected from any Professional Misconduct claims and lawsuits by coverage and indemnification comparable to that provided in this Article, including protection from claims reported or lawsuits filed after completion of a House Staff Officer's assignment to the affiliated institution so long as such House Staff Officer was employed by the Hospital and acted within the scope of his or her duties as an employee of the Hospital.

5. At the beginning of each program year, the Hospital shall provide the Union, with (i) a summary of the commercial professional liability insurance policy coverage afforded the House Staff Officers by the Hospital, including the name of the insurance carrier and the limits of coverage, or (ii) a description of the self-insurance program. The Hospital will also provide the Union, upon request, with a copy of

any commercial professional liability insurance policy applicable to House Staff Officers. Should the Hospital elect to provide coverage solely through a self-insurance program, the Hospital shall, no more than annually, and when available, provide the Union with a summary of the amounts held in a segregated self-insurance trust for each applicable Hospital policy year currently covered by this Agreement.. To the extent reasonably possible, the Hospital shall notify the Union in writing of any prospective change in professional liability insurance policy coverage or self-insurance program at least thirty days prior to such change.

Article 8
On-Call Rooms, Lockers & Lounges

1. On call rooms shall be properly maintained seven (7) days a week. Maintenance shall include, but not be limited to, clean linens and towels daily, rooms and bathrooms swept and/or mopped, and fixtures cleaned on a regular basis. Bathrooms and showers shall be readily accessible. The Hospital shall make its best effort to provide sufficient on-call rooms. On-call rooms for Housestaff Officers shall not be forfeited for use by Non- HSO residents or attending physicians without sufficient advance notice and consultation with the CIR.

2. The Hospital shall make its best effort to provide a sufficient number of on-call rooms that are readily accessible to patient care areas. The number of call rooms shall be sufficient to guarantee a bed for every resident on call and maintain separation of gender.

3. Bathrooms and shower facilities shall be in good working order and, whenever possible, in close proximity to on call rooms.

4. On-call rooms for Housestaff Officers shall not be forfeited for use by Non-HSO residents or attending physicians without sufficient advance notice and consultation with the CIR.

5. The Hospital will provide an extra set of linen in each on call room.

6. For every three (3) Residents on-call, there shall be a computer with free internet and free intranet access where available. All computers will have access to printers and hospital databases.

7. The Hospital shall provide a full-length locker for each Resident in a safe and secure area.

8. The hospital shall maintain a resident lounge for the exclusive use of Residents at each OBH hospital. Lounges shall be furnished with couches, chairs, bulletin boards, reading lamps and tables, a television, a microwave, a refrigerator, a coffee machine, and at least two working house telephones with access to regional area codes. The lounge shall be cleaned daily.

9. The UNION shall be notified before the Hospital designates a new lounge.

10. The Hospital will periodically review security in all lounge areas.

11. On-Call rooms shall be provided in the Hospital to all Residents who are rotating at any of the three sites. Preference shall be given to residents taking 24hr call.

12. On-Call rooms shall have workable locks readily available to each Resident. The On-call rooms shall be properly air conditioned in the summer months and properly heated during the winter months to the best of the Hospitals' ability.

13. Call rooms shall be painted and exterminated as necessary.

14. New mattresses and pillows shall be provided as needed.

Article 9

Access to Files

1. Upon reasonable request, and in any case where discipline is contemplated, Residents shall be able to review and receive copies of their evaluation/performance reviews maintained by their program. This information should include evaluations and or exams taken while training at the Hospital. The Hospital shall comply with any Resident's request for access to his/her file as soon as practical but in no case later than 72 hours, exclusive of weekends, after the request is made.

2. All Residents shall have access to their personnel files with right to respond to any Hospital evaluatory statements with a written statement, which shall be added to the file. Residents shall be permitted to challenge the validity of any Hospital documents in their files through the grievance procedure. It is understood that the private reference submissions sent to the

Hospital prior to employment are not covered by this Article.

3. Residents shall be notified when any evaluation, complaint, or disciplinary notice is placed in their file.

Article 10

1. **Laundry and Uniforms**Effective July 1, 2023, OBH will contribute an additional $250/year for each resident to the Voluntary Hospital House Staff Benefits Plan of the Committee of Interns and Residents (VHHSBP) to allow residents to purchase and launder their own uniforms. For the transitional period of November 1, 2022 - June 30, 2023, effective November 1, 2022, OBH will contribute an additional $165 per HSO to the VHHSBP, excluding those HSOs on the Interfaith legacy contract who already received their annual laundry cash allowance. Management contributions to the VHHSBP and residents' education benefits are detailed in Article XXI, Educational Allowances, Reimbursements, and Required Training.

2. Residents must purchase and maintain uniforms consistent with OBH dress code policy.

3. Without charge to the residents, The Hospital shall continue to provide laundering services for (1) scrubs that are required in the OR and other areas where sterile procedures are performed and (2) white coats. Scrubs, for the sterile procedures, and white coats shall be readily accessible at all times.

4. Without charge to the residents, the hospital shall provide a minimum of three (3) and a maximum of six (6) white coats.

Article 11
Residency Reduction

1. An incumbent Resident shall not be prevented from completing his/her residency program because of the Hospital's decision, for budgetary reasons or to reduce the number of residents in the program. The foregoing provisions shall not be construed to affect existing rights of the parties regarding renewal of appointments, except that questions regarding non-renewal of Residents appointments may be processed in accordance with Article 13

(Grievance Procedure). The Hospital shall use its best efforts to place incumbent residents whose positions are affected.

2. The Hospital will immediately notify CIR/SEIU and the Resident(s) affected and the CIR/SEIU in writing:
    a. Within thirty (30) days of a final decision to discontinue any training program or change in the disposition and/or configuration of a program for any reason.

    b. Immediately upon final receipt from the ACGME, and ADA notification regarding non-accreditation or probation or similar change in the professional status of any training program.

3. In the event of termination, transfer or reduction in size of any residency program for any reason whatsoever, the Hospital shall make every effort, including making phone calls in search of open residency slots and writing supportive letters of recommendation, to place the affected Resident(s) in other accredited residency programs, including but not limited to residency programs at any other sites. The Hospital will also support all appeals to the termination transfer or reduction in size to any residency program. In such event, the Hospital will make every best effort to temporarily expand the number of residency slots at any of the Hospital's site to accommodate displaced residents, subject to regulatory body's approval.

4. The Hospital will provide immediate written notification to CIR/SEIU of all scheduled and pending site inspections, reviews and inspections reports made by ACGME, JCAHO, and ADA, and all other relevant accrediting bodies.

Article 12
Coverage and Leave Time

In addition to the paid leaves and benefits provided for in this Agreement, House Staff Officers also may have leave available under the Family and Medical Leave Act, NYS Paid Family Medical Leave, and all other legally required leaves of absence.

Section 1: Coverage

a. In accordance with New York City Law, at no time shall any House Staff Officer exercising a contractual right to use leave time be required to arrange for alternate coverage.

b. Housestaff Officers will not be required to make up on-calls missed while on sick leave. Coverage for such missed on call assignments will be provided by other House Staff Officers. House Staff Officers may choose to voluntarily exchange on call assignments for their mutual benefit. The assignment of additional on-call shall be done in a fair and equitable manner.

c. At no time shall House Staff Officers be required to make up contractually obligated leave time unless necessitated by appropriate specialty board graduation requirements. Such additional time, if needed, shall be communicated by the Program Director to individual HSOs in writing and shall include number of days needed and plan to ensure compliance with requirements before end of residency.

d. For necessary appointments, residents shall provide at least four week's notice to Chief Residents (excluding emergency sick visits). Upon receiving written notice, Chief Residents shall make every effort to find coverage. If the schedule is already posted, the HSO is permitted to switch with a colleague.

Section 2: Vacation

a. The annual vacation allowance for Housestaff Officers employed for a twelve (12) month period shall be four (4) weeks. A Housestaff Officer whose employment is for a period less than twelve (12) months shall receive a prorated vacation allowance. With the permission of the Program Director of the Department, Residents shall be permitted to split vacation time or use it as a whole unit at the Resident's choice. Such permission shall not be unreasonably denied.

b. When due to the needs of a given service, it is necessary to limit vacations, they may be limited to the extent of denying one (1) week only per Housestaff Officer, at the discretion of his/her Director of Service, and pay for lost vacation shall be granted. Denial of vacation time shall not be a regular occurrence by a department and cannot be

a substitute for appropriate staffing levels.

c. Vacations must be taken in the year they are accrued. If an HSO is asked to reschedule and/or cancel their vacation and it cannot be used within HSO's residency year, any unused vacation shall be paid at the end of the residency year in which the vacation was accrued.

d. Directors of Service shall make best efforts to accommodate Housestaff vacation requests.

Section 3: Sick Leave

a. Housestaff Officers shall be entitled to twelve days of sick leave per year earned at the rate of one day per month. Housestaff Officers may accumulate a maximum of forty-eight days of sick leave during any one year, including the days earned or to be earned in the current sick leave year. Sick leave shall be advanced annually as of the date of appointment, starting with their date of hire. For extenuating circumstances, residents may be allowed to apply up to twelve (12) sick days in their first year. Subsequent years will be based on accrual.

b. At the discretion of the program director, based on the coverage pool that the program has developed, all residents in the coverage pool must be within two hours of the hospital. In addition, all residents in the coverage pool must respond to departmental calls from chief residents or the program director within 30 minutes regarding coverage. Schedules shall be available two weeks prior to the new block and changes to the schedule and activation of the coverage pool shall be communicated to affected residents via two forms of communication. Failure to comply with the call back procedure will result in corrective action.

Section 4: Holidays

a. All Housestaff Officers will be entitled to the following holidays off:
    1. New Year's Day
    2. Martin Luther King's Birthday
    3. Washington's Birthday
    4. Memorial Day

5. Independence Day
6. Juneteenth
7. Labor Day
8. Thanksgiving
9. Christmas

b. The Hospital shall determine on which day (either the actual calendar date or the preceding Friday/subsequent Monday) each holiday above shall be celebrated for purposes of administration of this Section. The Hospital agrees to notify all Housestaff Officers of its determination in advance, and in writing.

c. All Housestaff Officers requested and/or required to work on any of the above listed holidays as celebrated by the Hospital, including working night float on a legal holiday, shall be provided with an alternate day off which is acceptable to both the Program Director and the Housestaff Officer. The alternate day must be arranged within sixty (60) days after the worked holiday. If no alternate day can be arranged, then the resident must be paid an additional day's pay by the next pay period. Alternative days off may be taken in advance of the scheduled holiday with permission of the Program Director. Unused alternative days can be carried over into the following calendar year with permission of the Program Director.

Section 5: Personal Days

a. All Housestaff Officers will be entitled to four (4) personal days off per year. Personal days must be taken during the year and cannot be carried over. Personal days shall be scheduled in advance, except for emergencies, with the approval of the Department or Program Director. When a specific date is requested at least four weeks in advance, every effort shall be made to grant the time off to the House Staff Officer, unless there is a hospital emergency. In the event that multiple HSOs request a given date, it shall be granted in the order in which requests were received until the maximum capacity that staffing will allow.

b. At the end of the HSO's residency year, a House Staff Officers shall be paid for each personal day not used during the year.

Section 6: Bereavement and Marital Leave

a. An HSO shall be paid at his/her regular pay for three (3) working days absence in the event of the death of a grandparent, parent, spouse, child, domestic partner, legal dependent or brother or sister. Residents may be able to use sick leave and/or other Paid Time Off of their choice to extend bereavement leave up to a total of ten (10) days. If further time is needed, the HSO should contact their Program Director to request leave as needed.

b. Residents shall have three (3) days marital leave

Section 7: Exam and Interview Leave

After completing one year of training, HSOs shall receive time off with pay for specialty interviews and/or licensure exams up to a maximum of four (4) days with pay per anum. In their first year of training, HSOs may use two days of such leave during their first year of training for mandatory exams and two days for interviews.

Section 8: Pregnancy and Parental Leave

a. Paid leave for pregnancy and parental leave is addressed in Section 9, "Academic Leave," below.

b. House Staff Officers who are pregnant 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 HSO's specialty board.

c. Upon request, new mothers and fathers shall be granted up to 12 months leave of absence without pay in addition to accrued paid holidays, sick and vacation time for maternity, child care and disability. Such HSOs shall be allowed to return to their positions without loss of earned credit for full or partial years of service providing that such accreditation allowances shall be made within the rules or guidelines of the HSO's specialty board. The payment of short term and long-term disability compensation and the extension of insurance coverage shall be as per the provisions specified in the

respective plans.

d. The HSOs shall be allowed to schedule time for childbirth training classes for themselves or with their co-parent as necessary. Adoption shall be treated the same as birth for all appropriate, leave-time purposes. Any child or day-care services provided to other hospital employees shall also be offered to HSOs.

Section 9: Academic Leave

a. A House Staff Officer (HSO) in a training program of two or more years duration shall be eligible for Academic Leave, which is up to six weeks of fully paid time off including benefits coverage at any time during residency or fellowship for the purposes of medical leave, parental leave, or family care leave during their residency or fellowship. Qualifying Academic Leave reasons include the following, in accordance with applicable laws (e.g., FMLA, NYS Paid Family Leave Law, NYS Disability Law) as listed below:
    1. Medical Leave - to care for your own serious health condition.
    2. Parental Leave - to bond with a newborn child or one that has joined the family through adoption or foster care
    3. Pregnancy, which is a combination of personal medical and bonding leaves
    4. Caregiver Leave - to care for a covered family member with a serious health condition.

b. Academic Leave will run concurrently with any applicable FMLA, NYSPFL, and/or disability leave.

c. If an HSO is eligible for additional leave time under the NYSPFL Law and/or FMLA, an HSO may be permitted to extend their leave up to a cumulative total of (12) work weeks pursuant to those rules. Academic Leave will be available to residents upon the commencement of their residency; there is no waiting or accrual period.

d. Frequency of Use of Academic Leave: Eligibility for academic leave shall renew for House Staff Officers who move to a fellowship or new program after two years or more within the OBH system.

e. HSOs shall receive full pay and benefits during their Academic Leave. In order to ensure that HSOs are able to be paid at 100% of their salary, (i) For Academic Leave that qualifies as FMLA Leave, that leave will be designated as New York State Paid Family Leave so the HSOs will receive those benefits; (ii) For Academic Leave that does not qualify as FMLA Leave, HSOs choosing to go on Academic Leave may use applicable benefits through New York State Paid Family Leave and/or short- and long-term disability benefits.

f. HSOs may supplement New York State Paid Family Leave and/or short- and long-term disability benefits with Paid Time Off (vacation, sick or personal days) in order to receive full pay, but HSOs are not required to do so. If a House Staff Officer chooses to apply paid leave, it may be used in half-day increments for each day they wish to receive full pay. Where a House Staff Officer uses a one-half leave day to supplement NYPFL or disability pay, the Hospital shall provide the House Staff Officer with the difference between what they receive for NYPFL or disability pay, and their regular full pay.

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

h. To the extent, as set forth above, the HSO's available PTO or NYSPFL or NYSDL disability pay does not cover the full pay of the HSO during the up to six (6) weeks of fully paid time off for an applicable medical, parental and caregiver leave, the Hospital will maintain the HSO's resident's full pay and benefits. After those available benefits and leaves are exhausted, the Hospital will cover any gap in pay.

i. Process: Requests for Academic Leave should be made to both (a) Human Resources for review and approval of the leave, and (b) to the Program Director, or designee, for its effect on the resident completing residency requirements. Program directors will provide HSOs with accurate written information regarding the impact of an extended leave of absence upon the criteria for satisfactory completion of the program and upon an HSO's eligibility to participate in examinations by the relevant certifying board(s).

Section 10: Education and Conference Leave

Refer to Article XXI, Educational Allowances, Reimbursements, and Required Training

Section 11: Sick Notes

a. The Hospital may require proof to substantiate the need for any of the leaves provided by this Article. In accordance with the NYS Safe and Sick Law, a HSO must be out sick for more than three (3) consecutive work days before the Hospital may require medical substantiation, but must reimburse employees for any fees paid for the required documentation. The documentation should not include the details of the employee's private medical or personal situation.

b. Where the Hospital can show that a resident has a history of abusing sick leave, the Program Director will set up a meeting with the resident and his/her CIR representative at which time the problem will be documented and discussed. If the resident is subsequently absent, the resident may be asked to provide a physician's note for that sick leave absence, pursuant to the sick leave policy.

Section 12: Pay Computation

For computation purposes only, a day's pay shall be defined as one-fifth (1/5) of weekly salary.

Section 13: Effect of Leave

a. Pregnant and temporarily and partially disabled Housestaff Officers may continue to work as long as, with or without a reasonable accommodation, they perform their duties in such a way as to meet satisfactory levels of performance before they use paid and unpaid leave time.

b. After a disability leave, residents shall return to their programs retaining the same status held at the beginning of the leave with any accrued time as may be allowed by their Department Director as subject to the ACGME-APA-ADA-AOA-CPME.

Section 14: Release Time for Hospital Committee Meetings

The Program Directors shall make every effort to ensure that all Housestaff Officer representatives of CIR to the Medical Education Committee, the Medical Executive Committee, and any other hospital committees shall have released time to attend such meetings without compromising patient care responsibilities.

Section 15: Release Time for CIR Convention and Union Business

All duly elected CIR delegates shall be granted a 3-day (Friday, Saturday, Sunday) leave to attend the annual CIR Convention. If a delegate cannot attend, an alternate shall attend in their place. Delegates shall make best efforts to provide a minimum of 30 days notice to the hospital. Residents shall be granted time to attend periodic Labor-Management meetings.

Section 16: Jury Duty

Each Resident shall receive time off with pay for jury duty. Each resident shall be paid for jury duty leave at his/her regular rate of pay. House Staff Officers will be required to provide proof of Jury duty summons as well as proof of attendance.

Section 17: On Time Graduation

Any leave time taken by a resident during the year that exceeds the amount allowed by the resident's specialty board shall be made up at the discretion of the Program Director. Leave time shall include sick leave, maternity, bereavement, paternity, marital, disability, FMLA, NYS Paid Family Leave, ACMGE Leave and other paid or unpaid leaves of absence. Any leave time taken by the HSO will constitute time lost from the Residency Program and will be a factor in determining specialty board eligibility and certification.

The Program Directors will have the discretion to adjust schedules to accommodate time off due to Leaves. This may include moving rotations that are non-essential for graduation requirements to assist the residents due to Leave time taken. As long as a resident's rotation requirements are met for graduation as per their respective ACGME-APA-ADA-AOA-CPME guidelines, ACGME Resident Review Committee (RRC) and their respective Clinical Competency Committees (CCC) deem the resident passing necessary competencies, the resident may graduate on time, with no need for extension of their training. If, however, the above terms are not met, where mandatory rotations are not completed on time and/or their respective program CCC deems the resident's performance unsatisfactory in a particular competency, their training may need to be extended until these standards are met.

Article 13
Grievance Procedure

1. A grievance shall be defined as a dispute regarding: (a) the interpretation or application of the terms of this written Agreement or (b) regular and recurrent assignment of a Resident to duties not appropriate to a Resident. A grievance may be brought by an individual Resident and the CIR/SEIU, or by the CIR/SEIU alone, and shall be undertaken pursuant to a three (3) step grievance procedure as follows:

2. FIRST STEP: The Resident and the CIR/SEIU shall take the grievance up directly with the Department's Chair, Program Director or Administrator involved within forty-five (45) calendar days after the individual Resident or CIR/SEIU had knowledge of the occurrence of the incident on which the grievance is based. The Department Director or Administrator shall give his/her answer to the Resident and the CIR/SEIU within five (5) working days thereafter.

   SECOND STEP: If no satisfactory settlement is reached at the First Step, the CIR/SEIU may present the grievance in writing to the Hospital's Vice President of Human Resources or his/her designated representative within five (5) working days after the Department Director or Administrator has given his/her answer at Step 1.

   The Vice President of Human Resources or his/her representative will meet with a representative of the CIR/SEIU within ten (10) working days after receipt of the written grievance and shall give his/her answer in writing to the written grievance within ten (10) working days after he/she meets with the CIR/SEIU representative.

   THIRD STEP: If any grievance is not disposed of at Step 2, the CIR/SEIU may, within ten (10) working days after it receives the Vice President of Human Resource's or his/her representative's written response at Step 2, submit the dispute to final and binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

3. Grievances regarding the timeliness of notification of non-renewal pursuant to the Article 15, Individual Contracts, shall be submitted to arbitration.

4. In the event a grievance is of a general nature affecting either all the Residents of a single service or two or more Residents assigned to different services, the CIR/SEIU

may file such grievances at Step 2 without resort to Step 1.

5. The parties shall bear equally the fees and expenses of the arbitrator.

6. Failure by a Resident or the CIR/SEIU to follow the time limits specified in this Article shall constitute a waiver of the right to further process the grievance. Failure by the Hospital to respond within the time limits prescribed shall be deemed a denial of the grievance.

7. For the purposes of the Article, workdays shall not include Saturdays, Sundays or holidays.

Article 14
Disciplinary Action

A. Adverse Actions.

1. Adverse actions are not considered disciplinary and are limited to the decision to non-renew a House Staff Officer's individual contract; to withhold residency credit; to not promote a House Staff Officer to the next level of training; to require the House Staff Officer to repeat a year; or to withhold permission to take the specialty board examination. Adverse actions shall not be subject to the grievance and arbitration procedure and shall instead be subject to the internal hearing procedure set forth below.

2. A House Staff Officer shall be notified in writing of any adverse action and such written notice shall include a description of the reason(s) that the adverse action is being taken. A copy of the written notice shall be sent by email to CIR within 72 hours after it is presented to the House Staff Officer.
3. Adverse actions may be appealed by a House Staff Officer by requesting in writing a hearing before an internal hearing committee. The request must be sent to the Director of Graduate Medical Education within 21 calendar days of receipt of the written notice of adverse action.
    a. Within 14 calendar days of receipt of the House Staff Officer's request for a hearing, the Director of GME shall appoint an ad hoc hearing committee. The hearing committee shall be comprised of four members. The ad-hoc hearing committee shall include two Hospital appointees, chosen by the Hospital; and two House Staff Officers chosen by CIR. No committee member shall be from the same department as the House Staff Officer who is the subject of the adverse action. A hearing shall be held within 21 working days of the appointment of a hearing committee, unless the parties agree to a later date in writing.

    b. If a hearing is requested, the committee shall hear and evaluate all data related to the adverse action and shall give the House Staff Officer a full and unimpaired right to present evidence. All data provided to the committee shall be simultaneously provided to the Hospital and the House Staff Officer. The

House Staff Officer may have a CIR representative at the hearing. After presentation of the evidence, the committee shall meet in closed session to consider the evidence and the proposed adverse action. The committee shall have the authority to accept, reject, or modify the proposed adverse action, and such decision shall be by majority vote. Should the committee's vote end in a tie, then the Hospital DIO shall make the final decision. A written decision shall be issued within 10 working days after the conclusion of the hearing. Except for matters that may reasonably be expected to require reporting to, trigger the review of, or incur the implementation of corrective action in response to, any hospital or professional oversight agency, organization or accreditation body (a "Regulatory Event"), the committee's decision shall be final and not subject to arbitration. In the case of a Regulatory Event, the committee's decision shall be forwarded to the Hospital's CEO for final and binding determination.

B. Disciplinary Actions.

Disciplinary actions are defined as written reprimands/warnings, suspensions and terminations. A disciplinary action may be appealed and the appeal process shall differ depending on whether the action is taken for academic or non-academic reasons.

A House Staff Officer shall be notified in writing of any disciplinary action and such notice shall describe the discipline being imposed and a description of the reasons for the disciplinary action. A copy of the notice shall be sent by email to CIR within 72 hours after it is presented to the House Staff Officer.

1. *Disciplinary Actions for Academic Reasons*

   A disciplinary action taken for academic reasons is one that is based upon a House Staff Officer's alleged deficient fund of medical knowledge as well as the development of the clinical skills necessary to function as a physician in the House Staff Officer's medical specialty. Disciplinary actions taken for any other reason shall be a non-academic disciplinary action.

   Disciplinary actions taken for academic reasons may be appealed by a House Staff Officer by requesting in writing a hearing before an internal hearing committee. The request must be sent to the Director of Graduate

Medical Education within 21 calendar days of receipt of the written charges and proposed disciplinary action.

a. Within 14 calendar days of receipt of the House Staff Officer's request for a hearing, the Director of GME shall appoint an ad hoc hearing committee. The hearing committee shall be comprised of four members. The ad-hoc hearing committee shall include two Hospital appointees, chosen by the Hospital; and two House Staff Officers chosen by CIR. No committee member shall be from the same department as the House Staff Officer who is the subject of the disciplinary action. A hearing shall be held within 21 working days of the appointment of a hearing committee, unless the parties agree to a later date in writing.

2. If a hearing is requested, the committee shall hear and evaluate all data related to the disciplinary action and shall give the House Staff Officer a full and unimpaired right to present evidence. The House Staff Officer may have a CIR representative to represent them at the hearing. After presentation of the evidence, the committee shall meet in closed session to consider the evidence and the proposed disciplinary action for academic reasons. The committee shall have the authority to accept, reject, or modify the proposed adverse action, and such decision shall be by majority vote. Should the committee's vote end in a tie, then the Hospital DIO shall make the final decision. A written decision shall be issued within 10 working days after the conclusion of the hearing. Except for matters that may reasonably be expected to require reporting to, trigger the review of, or incur the implementation of corrective action in response to, any hospital or professional oversight agency, organization or accreditation body (a "Regulatory Event"), the committee's decision shall be final and not subject to arbitration. In the case of a Regulatory Event, the committee's decision shall be forwarded to the Hospital's CEO for final and binding determination.

3. *Disciplinary Action for Non-Academic Reasons*

A disciplinary action that is taken for reasons other than a House Staff Officer's deficient fund of medical knowledge or development of the clinical skills necessary to function as a physician in the House Staff Officer's medical specialty is a disciplinary action for non-academic reasons. A disciplinary action taken for non-academic reasons may be appealed pursuant to the following procedure.

a. Step I: A House Staff Officer who wishes to appeal a disciplinary action for non-academic reasons must file a written appeal to the Vice President of Human Resources or his or her designee within twenty-one (21) calendar days of receipt of the notice of disciplinary action. The Vice President of Human Resources or designee shall take appropriate steps to consider the appeal, including meeting with the Union within ten (10) calendar days of receipt of the written appeal, and shall reply in writing to the Union no later than fourteen (14) calendar days after the meeting.

b. Step II: If the appeal is not satisfactorily resolved in Step I, the Union may appeal the Step I decision to arbitration within twenty (20) calendar days of the Step I determination by submitting the dispute to final and binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). If the Union does not appeal the Step I decision to arbitration within twenty (20) calendar days of the Step II determination, the appeal shall be considered waived. The fees and expenses of the AAA and the arbitrator shall be shared equally by the Union and the Hospital.

4. Disciplinary and Adverse Action Rules.

a. No disciplinary action or adverse action shall be imposed against any House Staff Officer except for just cause.

b. The Hospital will provide House Staff Officers with time off to be present at all disciplinary and adverse action hearings and grievance meetings. The failure of the House Staff Officer to appear at a hearing without good cause shall result in the disciplinary action or adverse action being upheld.

c. Prior to a House Staff Officer being brought into a disciplinary or adverse action conference, or an investigational conference that may lead to an

adverse action or discipline of the House Staff Officer being interviewed, the Hospital representative shall inform the House Staff Officer of the nature of the conference, including the possibility of a discipline or an adverse action being issued. The House Staff Officer shall have the right to have a CIR representative at either of these conferences. In the event a representative is requested, but not available, the Hospital may temporarily reassign the House Staff Officer from clinical duties or remove them from duty, as appropriate.

d. The Hospital shall not prohibit CIR representation of a House Staff Officer at any Adverse or Disciplinary Action proceeding. Internal hearing committee proceedings conducted under this Article are private and no external parties, including the House Staff Officer's personal counsel, will be permitted.

D. Remediation.

It is the program's responsibility to inform a House Staff Officer in a timely manner if his/her performance is substandard and to make clear (verbally and in writing) what specific aspects of the House Staff Officer's performance need improvement. Remediation plans shall be in writing and include a reasonable timetable as determined by the program director, specific goals for improvement and a specific plan to achieve those goals. The development of a remediation plan is a collaborative process that should be discussed with the House Staff Officer for his/her input and, after consultation with the House Staff Officer, may include the assignment of a mentor. A remediation plan is an educational tool to assist the House Staff Officer in meeting performance standards and is not considered a disciplinary action. An initial remediation plan may, but need not, be imposed in conjunction with the placement of a House Staff Officer on probation. However, the parties agree that when possible a House Staff Officer should be given an opportunity to address any performance problems through remediation prior to being placed on probation.

E. Probation.

If a House Staff Officer is placed on probation for not successfully completing remediation, or for any other reason, that action must be in writing and include: a summary of the reasons for the action, the area(s) of performance to be improved, a summary of the criteria for judging adequate improvement, and a date upon which the

probation will be reviewed. Probation cannot be imposed until the House Staff Officer has received notice either in person or to his/her email address.

Article 15
Individual Contracts

1. Each Resident shall, prior to his/her employment by the Hospital, receive a written contract not inconsistent with any of the provisions herein which shall set forth the Hospital commitments to such Residents in the following areas: (a) PGY level and wages appropriate to that PGY level and (b) malpractice insurance. The individual contract shall also state that CIR/SEIU is the exclusive bargaining agent for the terms and conditions of employment.

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

3. Offers of appointment for returning Residents must be in writing by January 31.

4. This article does not apply to situations of program closure or downsizing.

5. Any resident whose contract is not renewed must be notified in writing.

6. If a program is uncertain whether to renew a Resident's contract, it may choose to give the Resident a Conditional Renewal in writing in a meeting with him/her (by November 15 for PGY 2 and above and December 15 for PGY 1). The Conditional Renewal must specify what aspects of the Resident's performance must improve and include a remediation plan and a date no later than January 15 for PGY 2 and above and February 15 for PGY 1 to be given a contract renewal or be informed of the non-renewal. The Resident can request a second meeting with the program director to review the terms of the conditional renewal and can bring a CIR/SEIU representative to that meeting.

7. The form of individual contract shall not be inconsistent with any of the provisions of this Agreement.

8. No individual waiver by a Resident of his/her rights under the collective bargaining agreement shall be effective unless consented to in writing by the CIR/SEIU.

Article 16
Work Schedules

1. No Resident shall be required to perform on-call duty in the Hospital more frequently than one (1) night in three (3) as the term one (1) night in three (3) is commonly understood.

2. The Hospital shall be in full compliance with the New York State Department of Health Section 405 and any other accrediting body's duty hour requirement.

Article 17
Parking

1. The Hospital shall provide for sufficient number of spaces for all Residents in its parking facilities. The Hospital agrees to cooperate with the Residents in their effort to recover any damage or losses incurred while their cars are parked in Hospital facilities.

2. Housestaff shall contribute $40 per month by way of payroll deduction.

3. The Hospital shall provide three (3) months notice if parking rates are increasing.

4. 4. The Hospital shall provide the Residents with safe and secure parking garage or area. Residents shall be entitled to have a security officer escort them to their car upon request. The Hospital shall provide that the parking is well lit and that it has sufficient security.

5. Housestaff Officers from each campus will be able to park at any campus or site at no additional cost beyond the current cost for a parking pass at their home campus as of July 1, 2021 using the parking pass system

6. The Hospital shall make its best efforts to provide regular Hospital shuttle bus service or some other similar transportation service for all Housestaff Officers. Schedules of such service are to be made available to all Housestaff Officers and are to be posted and displayed prominently in all of the Hospital's facilities where the service is provided.

Article 18
Prohibition Against Discrimination

Neither the Hospital nor the CIR/SEIU shall discriminate against or in favor of any employee. The Hospital agrees that the opportunity to give and obtain Equal Employment Opportunity to mean: "The treatment of all employees and applicants for employment without unlawful discrimination as to race, creed, color, national origin, sex, age, disability, marital status, sexual orientation, religion, citizenship status, place of medical education or union activity in all employment decisions, including but not limited to recruitment, hiring, compensation, training and apprenticeship, promotion upgrading, demotion, downgrading, transfer, lay-off and termination, and all other terms and conditions of employment."

Article 19
Out of Title Work

1. Staffing shall be sufficient so that in the event of illness, injury, vacation, leave time, or resignation, Residents can be replaced without an unreasonable or permanent increase in the workload, on-call schedule, or Emergency Room duties or a decrease in elective time of other Residents. Residents who are out shall not have to make up time except where required by Specialty Board standards.

2. The parties recognize that Residents have professional responsibilities for the care and treatment of patients. Residents in both Inpatient and Outpatient Services shall not regularly or recurrently be assigned or expected to perform various support functions

including venipuncture, IV services, ABGs, EKGs, clerical services (including discharges and pre-authorizations), routine vital signs and weights, phlebotomy services, offsite patient transport, and services pertaining to the movement of patients and materials within the Hospital.

3. The Hospital recognizes that the provision of minimum standard of ancillary and support services is a fundamental institutional responsibility. These services include IV therapy, phlebotomy, clerical support on ambulatory and inpatient clinical units, EKG service, interpreter service, and the movement of patients and materials about the facility in a timely manner.

4. The hospital and CIR shall form a joint committee that will include the DIO, CNO, CMO, SVP of Operations and/or Designee to review and make recommendations regarding ancillary services. Meetings will be scheduled at mutually agreed upon times to discuss data collected by CIR.

Article 20

Education

The Hospital agrees to provide a suitable environment for the medical education experience and training program that meets the general requirements of the essentials of all appropriate residency accrediting bodies. Residents shall be exempt from clinical duties in order to be provided with protected time to participate in core didactic activities.

Article 21

Education Allowances, Reimbursements, and Required Training

Education Allowance

1. Effective July 1, 2022, the Hospital shall make monthly contributions per resident to the Voluntary Hospital House Staff Benefits Plan of the Committee of Interns and Residents (VHHSBP) in order to provide a $1000 education benefit per eligible resident per the 2022-23 VHHSBP benefit cycle, which is July 1 to June 30.

2. As per Article X, Laundry, for the transition period of November 1, 2022-June 30, 2023, for the uniforms/laundry allowance, the education benefit per eligible legacy Brookdale and legacy Kingsbrook residents shall be $165. Effective July 1, 2023, the uniform/laundry allowance shall be $250 per eligible resident per VHHSBP benefit cycle.

3. Effective November 1, 2022, the total education and uniforms/laundry benefit per VHHSBP benefit cycle for eligible legacy Brookdale and legacy Kingsbrook residents shall be $1,165 and for eligible legacy Interfaith residents, shall remain $1,000. Effective July 1, 2023, the total education and uniforms/laundry benefit shall be $1,250 per eligible resident per VHHSBP benefit cycle.

4. OBH Contributions to VHHSBP:

    a. OBH shall make monthly contributions on behalf of each resident to the VHHSBP for the education and uniforms/laundry benefits.

        i. For each month of the 2022-23 VHHSBP benefit cycle (July 1, 2022-June 30, 2023), OBH shall make total monthly contributions per resident to the VHHSBP at the rates shown in the charts below. The applicable rates due shall be determined by whether the resident is a legacy Brookdale, Interfaith, or Kingsbrook resident. However, notwithstanding the foregoing, OBH shall be credited for all amounts Interfaith or Kingsbrook reimbursed to any resident for the education allowance during the period of July 1, 2022, through October 31, 2022, provided that: 1) OBH demonstrates to the satisfaction of VHHSBP by no later than December 1, 2022, that such reimbursement was deposited by the resident and 2) that such amount does

not exceed $800 for Interfaith residents and $750 for Kingsbrook residents, respectively.

ii. In the event that OBH is credited for the amount of the education allowance previously reimbursed by Interfaith or Kingsbrook to any resident, OBH's obligation to contribute on behalf of said resident shall be reduced by the same amount. For example, if Interfaith or Kingsbrook reimbursed a participant $300 between July 1, 2022 and October 31, 2022, OBH's obligation to contribute on behalf of the same resident for the 2022-23 benefit cycle would be reduced by $300. The resident's total benefit for the 2022-23 benefit cycle would also be reduced by $300.

b. OBH shall pay all retroactive contributions for the period of July through October 2022, as shown on the row labeled "Retroactive Balance" in the chart below, no later than December 1, 2022, notwithstanding whether OBH seeks or intends to seek a credit pursuant to Sections 2 and 3, above.

OBH Contributions to YHHSBP for the 2022-23 Plan Year, Retroactive and Prospective

2022-23 OBH Contributions per Brookdale Contract HSO			
Month	**Education (monthly)**	**Uniforms/Laundry (monthly)**	**Total Combined (monthly)**
07/01/22	$64.13	$0.00	**$64.13**
08/01/22	$64.13	$0.00	**$64.13**
09/01/22	$64.13	$0.00	**$64.13**
10/01/22	$64.13	$0.00	**$64.13**
Retroactive Balance (due 12/1/22)	$83.33 (4 months at $20.83/month)	$0.00	**$83.33**
11/01/22	$85.00	$21.00	**$106.00**
12/01/22	$85.00	$21.00	**$106.00**
01/01/23	$85.00	$21.00	**$106.00**
02/01/23	$85.00	$21.00	**$106.00**
03/01/23	$85.00	$21.00	**$106.00**
04/01/23	$85.00	$21.00	**$106.00**
05/01/23	$85.00	$21.00	**$106.00**
06/01/23	$85.00	$21.00	**$106.00**
TOTAL CONTRIBUTION		**$1,187.85***	
(includes administrative overhead of $22.85)			

*less any education reimbursement paid to HSO between July 1, 2022 and October 31, 2022

2022-23 OBH Contributions per Legacy Interfaith Contract HSO			
Month	**Education (monthly)**	**Uniforms/Laundry (monthly)**	**Total Combined (monthly)**

07/01/22	$0.00	Paid to HSOs 7/1/2022	**$0.00**
08/01/22	$0.00	Paid to HSOs 7/1/2022	**$0.00**
09/01/22	$0.00	Paid to HSOs 7/1/2022	**$0.00**
10/01/22	$0.00	Paid to HSOs 7/1/2022	**$0.00**
Retroactive Balance (due 12/1/22)	$340.00 (4 months at $85/month)	$0.00	**$340.00**
11/01/22	$85.00	$0.00	**$85.00**
12/01/22	$85.00	$0.00	**$85.00**
01/01/23	$85.00	$0.00	**$85.00**
02/01/23	$85.00	$0.00	**$85.00**
03/01/23	$85.00	$0.00	**$85.00**
04/01/23	$85.00	$0.00	**$85.00**
05/01/23	$85.00	$0.00	**$85.00**
06/01/23	$85.00	$0.00	**$85.00**
TOTAL CONTRIBUTION		**$1,020.00***	
(includes administrative overhead of $20.00)			

*less any education reimbursement paid to HSO between July 1, 2022 and October 31, 2022

2022-23 OBH Contributions per Legacy Kingsbrook Contract HSO			
Month	**Education (monthly)**	**Uniforms/Laundry (monthly)**	**Total Combined (monthly)**
07/01/22	$0.00	$0.00	**$0.00**
08/01/22	$0.00	$0.00	**$0.00**
09/01/22	$0.00	$0.00	**$0.00**
10/01/22	$0.00	$0.00	**$0.00**

Retroactive Balance (due 12/1/22)	$340.00 (4 months at $85/month)	$0.00	**$340.00**
11/01/22	$85.00	$21.00	**$106.00**
12/01/22	$85.00	$21.00	**$106.00**
01/01/23	$85.00	$21.00	**$106.00**
02/01/23	$85.00	$21.00	**$106.00**
03/01/23	$85.00	$21.00	**$106.00**
04/01/23	$85.00	$21.00	**$106.00**
05/01/23	$85.00	$21.00	**$106.00**
06/01/23	$85.00	$21.00	**$106.00**
TOTAL CONTRIBUTION		**$1,188.00***	
(includes administrative overhead of $23.00)			

*less any education reimbursement paid to HSO between July 1, 2022 and October 31, 2022

Conferences and Boards

1. For any Housestaff Officer who is presenting a paper on behalf of the Hospital or is invited to talk at a conference, or is asked to attend by the Hospital, they will be reimbursed for registration, $150/night for lodging, $60/day for meal allowance, incidentals, and actual cost of travel pursuant to hospital policy for up to $1500. The Housestaff Officer will be provided with at least three (3) days to attend the conference, and HSOs shall provide at least four week's notice to Chief Residents. Upon receiving written notice, Chief Residents shall make every effort to find coverage. If the schedule is already posted, the HSO is permitted to switch with a colleague.

2. For those Housestaff who are not presenting a paper, they may attend one conference during the house officer's scope of training. The house officer will be provided with up to three (3) days to attend a conference with reimbursement up to $750 for the following expense: registration, $150/night for lodging, $60/day for meal allowance, and actual cost of the travel.

3. Approval for the scheduling of conferences shall be at the discretion of the Program Director and shall not be unreasonably denied.

Board Review

1. To ensure that Housestaff Officers receive the appropriate Board Reviews courses, such courses will be determined at the department level using generally acceptable standards for review. The senior Housestaff Officers, in consultation with the Department Director, will recommend the Board Review Course that will be offered for that program year. The OBH DIO shall provide final approval for each department's Board Review Course.

2. In their final program year, residents shall be entitled to three (3) days approved paid leave to attend a board review course.

Required Trainings

1. The Hospital will pay for full certifications and subsequent re-certifications, required by the Hospital, for all BCLS, ACLS, and PALS courses, including time off for the length of said course.

Article 22
Committees

1. In the interest of sound labor relations, CIR/SEIU and the Hospital will form a Labor-Management Committee made up of CIR/SEIU Representatives, and the Hospital Medical Director and his/her designees. The Labor-Management Committee shall meet on an as needed basis to discuss and address any issues and concerns.

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

2. Whereas the parties acknowledge a mutual desire to ensure continued optimization of

technology, a portion of the monthly GME Committee will be devoted to technology/workflow issues, suggestions, and updates.

Article 23
Political Action Check-Off (PAC)

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

Article 24
Rotational Expenses

Residents shall be reimbursed for actual travel (gas, taxi, and metrocard), using the least expensive means of travel, and parking expenses incurred on mandatory rotations at other hospitals. Residents must provide receipts in order to be reimbursed. Residents must submit receipts and requests for reimbursement within 30 days of incurring the expense. The Hospital will make best efforts to reimburse residents within 30 days of submission.

Article 25
Moonlighting

1. Moonlighting is prohibited during the Residents first post graduate year (PGY-1).

2. During PGY-2 and thereafter, moonlighting is permitted if it does not impinge on or interfere with the Resident's performance of his/her required duties at the Hospital and provided that it is in conformance with all applicable legislative requirements and has been approved by the Program Director of the Resident's specialty and malpractice insurance is provided by the second employer.

3. If, in the opinion of the DIO and/or SVP of Academic Affairs, moonlighting has impinged on or interfered with a Resident's primary obligations, the DIO may request in writing that the moonlighting cease.

4. These items shall not be grievable through the Hospital's CIR/SEIU contract.

5. Residents shall not be required to engage in moonlighting.

6. Residents shall comply with the New York State Department of Health Section 405.

Article 26
Safety and Health

1. Residents shall comply with the New York State Department of Health. The Hospital shall provide a healthy and safe work environment for the Residents and comply with Federal, State, and local health and safety laws.

2. Personal protection equipment that consists of masks, gloves, gowns, goggles, lead aprons with thyroid collars, safe needles, and other appropriate equipment as needed shall be available by the Hospital on each patient unit, in the emergency room, in the operating room, and other areas where needed. Residents shall be responsible for properly discarding equipment and sharps immediately after treating patients and shall follow all the medical center's safety rules and regulations.

Article 27
Medical Education Benefits

The Hospital shall pay for all BCLS, ACLS, ATLS, and PALS courses for their full certification and subsequent re-certification for each Resident applicable to their specialty and shall provide each Resident with time off for the length of such courses.

Article 28
Hospital Administrative Committee Representation

1. All elected CIR delegates shall be included in the regular membership of the Graduate Medical Education Committee as voting representative. Resident representatives shall

be timely notified, in writing whenever possible, of all scheduled meetings and proposed agendas of the Graduate Medical Education Committee.

2. The Hospital will notify the CIR/SEIU of the date of inspection by JCAHO or the New York State Department of Health and will upon request make available to the CIR/SEIU the JCAHO or NYSDOH report.

3. Housestaff shall have at least one representative on appropriate Hospital committees dealing with patient care matters, including Quality Assurance, Utilization and Review; and the Committee on Bio-ethics. The Housestaff representative shall be selected from CIR leadership. Delegates or their designees will be added to the appropriate distribution lists at the beginning of each academic year.

Article 29
Libraries and Charting Areas

Libraries

1. The Hospital will provide an up-to-date medical library easily accessible to all OBH Housestaff equipped with computers and internet access. Each hospital shall provide a library with room for residents to study and chart with an adequate number of computers.

2. It is understood that access to the Medical Libraries will be available 24 hours and that access will be made available to Residents when the Medical Library is not open. There will be both remote and hospital-wide Internet connectivity providing access to Medline or an equivalent service at all OBH locations. Residents will have access to reference textbooks, either electronic or print, and access to the Hospital databases and electronic medical records.

3. Housestaff will have computer, mobile and remote access to Up To Date. Subscriptions to Lancet and The New England Journal of Medicine will be maintained. Computers will be equipped with presentation and word processing software. Computers will be connected to a functioning printer.

Charting Areas

1. All charting rooms shall be heated properly during winter months and air conditioned during the summer months to the best of the Hospital's ability. The Hospital shall provide and maintain a computer and chair for each assigned resident on all inpatient units and in the Emergency Department, to the extent that space is available. The Hospital will maintain in all resident charting areas sufficient up-to-date computers that are internet-connected; equipped with and capable of operating a current version of Microsoft Office, Internet browser, radiology image management software such as PACs or equivalent, and EMR(s); with printer access. In addition, the Hospital shall provide and maintain one printer, one label printer, one HIPAA box, at least one stapler and extra staples, and one phone for each location.

2. Should any of the charting rooms allocated to residents need to be reassigned, the Hospital shall meet and consult with CIR to determine an adequate location for the computers, chairs and other equipment.

Article 30

Separability

In the event that any provision of this Agreement is found to be in contravention of the laws or regulations of the United States or the State of New York 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. The parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

Article 31

Miscellaneous

1. The Hospital will provide bulletin board space to be used by the CIR/SEIU. Current locations and use of bulletin boards by CIR/SEIU shall remain in place.

2. The Hospital will provide CIR/SEIU with access to the Orientation for newly hired Residents. The Hospital shall allocate sufficient time for CIR/SEIU during orientation schedule for the purpose of making presentations about membership and distributing

be timely notified, in writing whenever possible, of all scheduled meetings and proposed agendas of the Graduate Medical Education Committee.

2. The Hospital will notify the CIR/SEIU of the date of inspection by JCAHO or the New York State Department of Health and will upon request make available to the CIR/SEIU the JCAHO or NYSDOH report.

3. Housestaff shall have at least one representative on appropriate Hospital committees dealing with patient care matters, including Quality Assurance, Utilization and Review, and the Committee on Bio-ethics. The Housestaff representative shall be selected from CIR leadership. Delegates or their designees will be added to the appropriate distribution lists at the beginning of each academic year.

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2. The Hospital shall provide CIR/SEIU with access to the Orientation for the newly hired Residents. The Hospital shall allot sufficient time for CIR/SEIU on the orientation schedule for the purpose of making presentations about membership and distributing

materials.

3. The Hospital will make reasonable efforts to provide or compile a list of available personnel to act as translators.

4. 4.The Hospital will make every effort to provide intranet and internet access at the point of care.

5. 5The Hospital will make every effort to continue to provide maintenance and upgrades to their electronic system.

6. Sufficient beepers will be made available for all Residents while on duty.

7. Vaccines and other appropriate treatments and counseling will be offered to the Resident without charge on a twenty-four hour (24 hour) basis for disease, illnesses, and injury contracted in the Hospital through the course of the Resident assignment.

8. Laboratory tests will be offered to the Housestaff officers according to the schedule and list of diagnostic/screening tests as provided by the Hospital's Employee Health Service.

9. The Hospital will issue an official Hospital photo ID card to one CIR staff representative, clearly identifying him/her as such.

10. To the extent possible, prior to finalization of any planned reconstruction, renovation, or new construction of a facility in which Housestaff Officers shall provide care, the Hospital shall notify CIR and provide CIR members with the opportunity to review and comment upon said plans.

Article 32

Hospital Rights

Unless modified or relinquished in this Agreement, the Hospital shall continue to have sole right to manage and operate its business, property and facilities and to direct its working forces including, but not by way of limitation, any change in the nature or scope of the business or method of system of operating the same, the discontinuance, consolidation or change in the organization or departments, the discontinuance, consolidation or reorganization of any training

program, the discharge of Residents for just cause, the direction and scheduling of the working force, the fixing of opening and closing hours, except as herein specified, the employment, placement, transfer, promotion of employees, and the need for and extent of any layoff. The Hospital may continue, and from time to time, make or change such rules or regulations as it may deem necessary and proper for the conduct of its business provided that the same and their promulgation are not inconsistent with any of the provisions of this Agreement.

Article 33
No Strike - No Lockout

1. Neither the CIR/SEIU nor any Resident will directly or indirectly cause, engage or participate in any strike, work stoppage, work interruption, work slowdown, sick-out or sympathy strike during the life of this agreement. The Hospital will not directly or indirectly cause, engage, or participate in any lockout of any kind during the life of this agreement as a result of any dispute with the CIR/SEIU or any Resident(s). Inability of the Hospital to continue operations because of a labor dispute shall not be considered a lockout.

2. Should a group of Residents unilaterally and independently engage in any of the aforementioned activities, the CIR/SEIU shall notify such Resident by express mail of its disapproval of such actions and instruct such Residents to cease such action and return to work immediately.

Article 345
Patient Safety Education

1. The parties have a shared interest in improving patient safety and quality in the hospital. The Hospital will maintain a patient safety curriculum and establish and implement Patient Safety and Quality Initiatives. The Patient Safety Officer will collaborate with GME on organizing and facilitating those efforts.

2. In accordance with current practices, the House Staff Safety Council will continue on with representation from all residency programs. Representatives will be selected through an application processes and will be chosen by the current Safety Council

members. Members of the Council will meet on a monthly basis to discuss pertinent patient safety concerns as well as establish interventions to improve patient outcomes. Brookdale will commit pertinent institutional stakeholders to become advisers and participants of the council. Pertinent stakeholders can be but are not limited to the Chief Medical Officer, Designated Institutional Officer, and any institutional Director of Quality Improvement or Patient Safety.

3. Combining the $15;000 Patient Care Fund from KJMC with the existing $75, 000 BUHMC Patient Care Fund, the Hospital will provide up to $90,000 per academic year for the purchase of system improvement / patient care materials. Resident Patient Care Improvement Fund requests up to $90,000 shall not be unreasonably denied. Through CIR, Residents shall create a committee to research and create proposals for purchases. Proposals will then be presented to a committee consisting of the DIO, CMO, and VP of Risk Management or their appointees for approval. Proposals that are approved will be forwarded to Finance and Biomedical purchasing for expedited purchase. Purchases shall be paid for and confirmed with the vendor within 90 days of approval. Should there be delays in delivery, the Hospital shall make best efforts to expedite delivery. If there are no acceptable proposals presented and approved by October 31 of each given year, a joint committee of the DIO, CMO, VP of Risk Management, and the Housestaff Safety Council shall meet within 30 days to determine an acceptable proposal to move the process forward.

Article 35
Successorship

The Hospital agrees that it shall not sell, assign, lease, merge or transfer its facilities, operations or any portion thereof unless the purchaser, assignee, transferee, lessee, merger participant or equivalent designee agrees in writing with CIR to recognize CIR as the bargaining representative for the interns, House Staff Officers and fellows working at the hospital, and it agrees to accept and assume all of the obligations and terms of this Agreement. In the event that the Hospital fails to obtain the written consent of any purchaser, assignee, transferee, lessee, merger participant or other equivalent designee in writing, the Hospital shall nevertheless continue to be liable for the complete performance of this Agreement until such

purchaser, transferee, assignee, lessee, merger participant or equivalent designee expressly agrees in writing with CIR that it is fully bound by the terms of this Agreement.

Article 36

Contract Renewal

This agreement shall be in full force and effect from November 1, 2022 through October 31, 2025 and shall continue to be in effect and be automatically renewed from year to year thereafter unless either party gives notice to the other at least ninety (90) days prior to October 31, 2025 of its desire to modify this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized representative(s) ~~the 8th day of May 2020.~~

By: _____ 12-6-24

~~Brookdale University Hospital and Medical Center~~

By: _____ 1/15/2025

Committee of Interns and Residents/ SEIU

SIDE LETTER ON CORRECTION OF ARTICLE 7 MALPRACTICE INSURANCE

March 22, 2024

This letter will set forth our agreement with respect to Article 7, MALPRACTICE INSURANCE.

During the course of negotiating the collective bargaining agreement for the period November 1, 2016 – October 31, 2019, Brookdale and CIR entered into a side letter and agreed to convene to bargain regarding possible changes to Article 7, Malpractice Insurance. Ultimately, changes were agreed to and new language was incorporated into the November 1, 2016 - October 31, 2019 Agreement.

The collective bargaining agreement for the period November 1, 2019 – October 31, 2022, inadvertently failed to include the language agreed to in the prior contract period. The correct language for the period November 1, 2019 – October 31, 2022 and the language to be included in the current contract for the period November 1, 2022 – October 31, 2025 is as follows:

1. Hospital shall be required to indemnify, hold harmless and defend each House Staff Officer against any and all liabilities, loss damage, costs and expenses of whatsoever kind, including counsel and attorney fees, from any claim of "Professional Misconduct" arising from the employment of the House Staff Officer by the Hospital. For the purpose of this provision, "Professional Misconduct" shall mean all acts or omissions committed or performed during the course of the employment, studies, administrative or committee functions, or responsibilities of the House Staff Officer, and subject to the exclusions stated in any applicable insurance policy, or at a minimum, the following:

   d) criminal actions or proceedings
   e) assault and battery committed by or at the direction of a House Staff Officer and which alleged actions are clearly not within the proper scope of a House Staff Officer's duties or functions
   f) Punitive damages.

2. The Hospital shall provide the House Staff Officer with medical malpractice coverage through the Hospital's professional liability policy or a program of insurance which may be either (a) a commercial professional liability insurance policy covering all employed physicians including the House Staff Officers, with limits of not less than $1,000,000 for each claim and $3,000,000 as an aggregate annual limit, or (b) professional liability coverage provided through a self-insurance program ("self-insurance program") or a combination of commercial insurance and a self-insurance

program. Should the Hospital elect to provide coverage solely through a self-insurance program, the Hospital shall fund actuarially determined losses at a discount fact equal to the existing interest rate for 10-year United States Treasury Bonds or consistent with the applicable rate of return on the Hospital's investment portfolio in a segregated self-insurance trust. Should House Staff Officers be covered wholly or in part by a self-insurance program, they shall be notified of any settlements entered into for any action in which they are a named defendant. While the Hospital shall have sole discretion to enter into a settlement on their behalf, the House Staff Officer's position regarding settlement shall be fully considered in making the ultimate determination regarding settlement.

3. In the event the Hospital elects to purchase a commercial professional liability insurance policy, such policy shall be written either on an "occurrence" or claims made form with minimum limits afforded of $1,000,000 per occurrence and $3,000,000 in the aggregate. Each House Staff Officer shall be protected by coverage provided for in this Article regardless of whether the House Staff Officer is still employed by the Hospital at the time a claim or lawsuit is made, filed or served and provided that such House Staff Officer acted within the scope of his or her duties as an employee of the Hospital.

4. Each House Staff Officer, while on rotation to an affiliated institution, shall be protected from any Professional Misconduct claims and lawsuits by coverage and indemnification comparable to that provided in this Article, including protection from claims reported or lawsuits filed after completion of a House Staff Officer's assignment to the affiliated institution so long as such House Staff Officer was employed by the Hospital and acted within the scope of his or her duties as an employee of the Hospital.

5. At the beginning of each program year, the Hospital shall provide the Union, with (i) a summary of the commercial professional liability insurance policy coverage afforded the House Staff Officers by the Hospital, including the name of the insurance carrier and the limits of coverage, or (ii) a description of the self-insurance program. The Hospital will also provide the Union, upon request, with a copy of any commercial professional liability insurance policy applicable to House Staff Officers. Should the Hospital elect to provide coverage solely through a self-insurance program, the Hospital shall, no more than annually, and when available, provide the Union with a summary of the amounts held in a segregated self-insurance trust for each applicable Hospital policy year currently covered by this Agreement. To the extent reasonably possible, the Hospital shall notify the Union in writing of any prospective change in professional liability insurance policy coverage or self-insurance program at least thirty days prior to such change.

Accepted and Agreed to by:

ONE BROOKLYN HEALTH

COMMITTEE OF INTERNS AND RESIDENTS/SEIU

Sandra Scott
Sandra Scott (May 6, 2024 10:13 CDT)

Sandra Scott, M.D.
Interim Chief Executive Officer

Date: 05/06/2024

Susan Naranjo (Apr 2, 2024 14:06 PDT)

Susan Naranjo
CIR Executive Director

Date: 04/02/2024

SIDE LETTER ON PAYROLL AND BOARD EXAM REIMBURSEMENT

March 22, 2024

This letter will set forth our agreement on: (1) House Staff Officers (HSOs) at Interfaith Medical Center (IMC) and Kingsbrook Jewish Medical Center (KJMC) moving to the Brookdale Hospital Medical Center (BHMC) payroll; (2) Reimbursement for Board Exams of certain IMC and KJMC HSOs; and (3) educational entitlements for KJMC Department of Rehabilitation and Department of Orthopedics HSOs.

Payroll

Effective January 1, 2024, all residents on the Interfaith Medical Center (IMC) or Kingsbrook Jewish Medical Center (KJMC) payroll will be afforded medical malpractice coverage under Brookdale Hospital Medical Center's (BHMC) program. By doing such, coverage will be underwritten on an "occurrence" format and tail coverage is not applicable. The terms and conditions currently set forth in Article 7 – Malpractice Insurance of the parties' collective bargaining agreement remain in full effect.

Board Exam Reimbursement

Reimbursement will be provided for "grandfathered" IMC and KJMC HSOs for Board Exams, $1450 and $1400 respectively. To be considered "grandfathered" an HSO must meet **all** the following criteria:

1. Have been hired under the IMC or KJMC CIR collective bargaining agreement;
2. As of 11/1/22 be on the IMC or KJMC payroll;
3. Have been employed by IMC of KJMC at or prior to December 31, 2020;
4. Take the Board Exam before December 31, 2023; and
5. Not have been previously reimbursed for the Board Exam.

The exam reimbursement shall be paid not later than thirty (30) days after proof of payment has been received.

Educational Entitlements

1. As continuation of past practice, Residents in the Department of Rehabilitation shall be eligible for paid education leave and attendance at the following courses:
    b. Residents shall be entitled to attend two educational courses that are arranged and paid for through the Department of Rehabilitation:
        i. Orthotics and Prosthetics Course: Residents shall be entitled to attend this two-part course and shall receive a conference allowance of up to $150 per night for lodging, $60 per day for meals, and the actual cost of travel and registration, up to a maximum of $1300.
        ii. Electromyography (EMG) Course: Residents shall be required to attend an EMG course and shall be compensated for their participation.
    c. Residents in their final year of residency shall be required to attend the American Academy of Physical Medicine and Rehabilitation Annual Meeting (AAPM&R) and shall be compensated for their participation. Participation in this conference is covered in the Education and Conference Leave provision of the CBA.
    d. Approval for the scheduling of conferences shall be at the discretion of the Program Director and shall not be unreasonably denied.
    e. Residents in the Department of Rehabilitation shall be included in the Education and Conference Leave benefits of the CBA.

3. As continuation of past practice, Residents in the Department of Orthopedic Surgery shall be eligible for paid education leave and educational course allowance as follows:
    c. Schedule of courses:
        i. PGY1 - Do not attend any conferences/courses.
        ii. PGY 2 - AO Basic Course
        iii. PGY3 - International Pediatric Orthopaedic Symposium/POSNA
        iv. PGY4 - Orthopaedic Trauma Association Resident Comprehensive Fracture Course
        v. PGY 5 (Chief Resident Only) - AAOS Annual Meeting, and one board review course (such as AAOS Chicago Board Review Course, Miller Orthopaedic Colorado Board Review, Maine Board Review Course)
    d. Approval for the scheduling of conferences shall be at the discretion of the Program Director and shall not be unreasonably denied.

e. Each resident shall have a total of $8000 for the term of their residency to cover all costs relating to these courses. Reimbursement shall be provided at the following rates: up to $150 per night for lodging, $60 per day for meals, and the actual cost of travel and registration.

f. The residents delayed in attending conferences by Covid will be allowed to attend the conferences they missed.

g. Residents in the Department of Orthopedic Surgery shall not be eligible for Education and Conference leave benefits unless presenting a paper.

h. As part of bargaining for the 2025-2028 contract, the list of courses and money assigned will be reevaluated by OBH Management and CIR/SEIU in order to determine whether it is still necessary and reasonable. Changes will be made only through mutual agreement of the parties.

Accepted and Agreed to by:

ONE BROOKLYN HEALTH	COMMITTEE OF INTERNS AND RESIDENTS/SEIU
~~Francesca Tinti~~	~~Lorenzo González~~ Susan Naranjo
~~Senior Vice President, Human Resources~~	~~CIR President~~ Executive Director
Date: 12-6-2024	Date: 01/15/2025



Committee of Interns & Residents/SEIU

National Office

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