# COLLECTIVE BARGAINING AGREEMENT

# BETWEEN

# COMMITTEE OF INTERNS AND RESIDENTS

# SEIU HEALTHCARE

# AND

# MONTEFIORE MEDICAL CENTER

## JULY 1, 2024 THROUGH JUNE 30, 2027

## Table of Contents


**Article 1: Recognition** ---------- Page 2
**Article 2: Dues Deduction** ---------- Page 2
**Article 3: Malpractice and Liability Insurance** ---------- Page 3
**Article 4: Nondiscrimination in Employment-** ---------- Page 3
**Article 5: Political Action Check-Off** ---------- Page 3
**Article 6: Severability** ---------- Page 3
**Article 7: Access** ---------- Page 3
**Article 8: Labor Management Meetings** ---------- Page 5
**Article 9: Release Time** ---------- Page 5
**Article 10: Employee List and Orientation** ---------- Page 6
**Article 11: Lactation Accommodation** ---------- Page 6
**Article 12: Health and Safety** ---------- Page 7
**Article 13: Educational Time** ---------- Page 7
**Article 14: Resident Lounges and Call Rooms** ---------- Page 7
**Article 15: Duty Hours** ---------- Page 8
**Article 16: Program Closure** ---------- Page 8
**Article 17: Grievance Procedure and Arbitration** ---------- Page 9
**Article 18: Out-of-Title Work** ---------- Page 14
**Article 19: Resident and Fellow Wellbeing** ---------- Page 14
**Article 20: Required Training** ---------- Page 14
**Article 21: Educational Allowance and Scholarly Pursuit** ---------- Page 14
**Article 22: Moonlighting** ---------- Page 15
**Article 23: Uniforms** ---------- Page 15
**Article 24: No Strike/No Lockout** ---------- Page 16
**Article 25: Management Rights** ---------- Page 17
**Article 26: Vaccines** ---------- Page 17
**Article 27: Wages** ---------- Page 18
**Article 28: Meals** ---------- Page 19
**Article 29: Housing** ---------- Page 19
**Article 30: Child Care** ---------- Page 19
**Article 31: Fatigue Mitigation** ---------- Page 20
**Article 32: Benefits** ---------- Page 20
**Article 33: Leaves** ---------- Page 22
**Article 34: Duration** ---------- Page 23

# MMC – CIR MEMORANDUM OF AGREEMENT

## Article 1: Recognition

The Committee of Interns and Residents (CIR/SEIU) and Montefiore Medical Center (MMC) agree that CIR/SEIU shall be the collective bargaining agent for all interns, residents, chief residents, and fellows employed by MMC. Persons in such titles hereinafter referred to as "Residents and/or Fellow(s)."

Excluded from the bargaining unit are:

A. Any Resident, Chief Resident, Intern or Fellow qualifying as a supervisor within the meaning of the National Labor Relations Act;
B. All other employees.

## Article 2: Dues-Deduction

A. All Residents and Fellows covered by this agreement shall, as a condition of employment, on or after the 31st day following the effective date of this agreement or the beginning of employment either:

    i. Become and remain members of the CIR/SEIU, "The Union" in good standing during the term of their employment, it being understood that membership in good standing on the part of a Resident or Fellow shall mean the tender by such Resident or Fellow of such periodic dues uniformly required as a condition of membership, or
    ii. Pay an agency fee to CIR/SEIU equal to the dues uniformly required as condition of employment.

B. No discrimination or reprisal shall be visited against any such Resident or Fellow by either party based upon membership or non-membership in the CIR/SEIU.
C. CIR/SEIU shall have the exclusive right to the check off and transmittal of dues on behalf of each employee in the unit, said dues to be checked off monthly from the paycheck of each Resident or Fellow, pursuant to the directive of CIR/SEIU, in such amounts as CIR/SEIU shall establish. The Hospital agrees to forward said dues and agency fees to CIR/SEIU by the 20th day of the month after they are collected.
D. It is specifically agreed that the Montefiore Medical Center, "The Hospital" assumes no obligation, financial or otherwise arising out of the provisions of this Article, and CIR/SEIU agrees that it will indemnify and hold the Employer harmless for any claims, judgments, actions or proceedings made by any Resident or Fellow arising from deductions made by the Hospital pursuant to this Article. After deductions are remitted to CIR/SEIU, the disposition thereof shall be the sole and exclusive obligation and responsibility of CIR/SEIU.

**Article 3: Malpractice and Liability Insurance**

MMC is obligated to defend Residents and Fellows against liability or malpractice claims arising out of the Resident's acts or omissions within the scope of the Resident's duties at MMC. Professional liability insurance coverage is maintained to meet such obligation.

**Article 4: Nondiscrimination in Employment**

There shall be no discrimination by the Employer or the Union of any kind against any employee on account of race, color, ancestry, political belief, sexual orientation or preference, religion, sex, marital status, national origin, age, physical or mental disability, citizenship, pregnancy, veteran status, activities on behalf of the Employer, and membership in or legally protected concerted activity on behalf of the Union. Both parties are permitted to take all action necessary to comply with all applicable federal, state and local laws and regulations, including any new laws and regulations enacted during the term of this agreement.

**Article 5: Political Action Check-Off**

A. The Medical Center agrees that upon written authorization from a House Staff Officer on a form agreed upon by the Medical Center and CIR/SEIU, the Medical Center will deduct from each House Staff Officer's pay funds for CIR's Voluntary Political Action Contribution (VPAC) Fund.
B. It is specifically agreed that the Medical Center assumes no obligation, financial or otherwise arising out of the provisions of this Article, and the CIR hereby agrees that it will indemnify and hold the Medical Center harmless from any claims, actions or proceedings by any employee arising from deductions made by the Medical Center hereunder. Once the funds are remitted to CIR, their disposition thereafter shall be the sole and exclusive obligation and responsibility of CIR.

**Article 6: Severability**

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

**Article 7: Access**

A. GENERAL PROVISIONS:

The parties acknowledge that the Union shall be granted access to Hospital facilities for the purpose of conducting union business during time when Residents are not engaged in clinical duties. Such access must not occur in patient care areas and may not interfere

with facility operations.

The Hospital retains the right to enforce access rules and regulations in accordance with local procedures.

B. ACCESS BY THE UNION/UNION REPRESENTATIVES

i. Designated union representatives who are not Hospital employees, or who are not employed at MMC, shall have access to patient care areas only as necessary to travel to and from business in those places. Union representatives may not contact Residents in, linger in, or use patient care areas for the purpose of conducting union business.

Patient care areas shall include but are not limited to:

- Patient or visitor lounges;
- Patient conference rooms;
- Patient floor and operating room corridors;
- Patient rooms, operating rooms, laboratories, clinics, patient waiting rooms;
- Treatment areas and/or areas where patients receive care.

Designated union representatives may visit the facility at reasonable times to conduct union business. Union representatives will comply with all MMC vaccination requirements when entering each facility to conduct union business. MMC will accommodate union representatives who object to the vaccination based on religious beliefs or medical conditions, provided valid documentation substantiating the need for the accommodation is given to MMC. All unvaccinated workers granted the accommodation will be required to wear a surgical mask while working in areas where patients are typically present.

Designated union representatives who are not Hospital employees shall agree and sign any relevant MMC Confidentiality agreement related to Patient, Employee, and Hospital Business Information to ensure that protected health information (PHI) is handled in accordance with federal and state laws and regulations.

ii. The Union shall be granted use of designated general purpose meeting rooms to hold events such as, but not limited to, ratification votes, delegation elections and grievance investigations. Such use shall be arranged in advance in accordance with local access rules and regulations and shall not be unreasonably denied. Room reservations shall not be cancelled by the Hospital except where unforeseen circumstances require the room to be used for purposes including but not limited to teaching, patient care-related purposes, or staff conferences. If

a reserved room is canceled, the Hospital will make timely efforts to provide a comparable alternative.

**Article 8: Labor Management Meetings**

A. In the interest of fostering a cooperative approach to resolving problems, the Union and the Hospital shall form a labor-management committee made up of no less than three (3) representatives of each party, with at least one representative of Hospital Labor Relations and the House Staff Office/Office of Graduate Medical Education present at each meeting. The Union and the Hospital agree to hold labor-management meetings on a quarterly basis (four times per year.) These meetings will occur at a mutually acceptable time, date and place at MMC to discuss issues related to working conditions, facilities and items related to this Agreement. Meeting times may occur outside of normal business hours. The union shall contact Hospital Labor Relations to initiate scheduling of the meetings. At least seven calendar days in advance of the scheduled meeting, the Union shall provide a proposed agenda.
B. For meetings that occur during normal business hours, the parties will discuss the release of Residents in advance of the meeting. The parties acknowledge that patient care shall not be compromised. Release of a Resident to attend a labor-management meeting during business hours shall not be unreasonably denied.

**Article 9: Release Time**

A. New Hire Orientation
Upon advance request, for each new hire orientation session, up to two union members shall be granted release time.

B. CIR National Convention
Upon advance request, elected CIR delegates shall be granted release time to attend CIR's annual convention.

C. CIR Executive Committee
Upon advance request, any union member elected or appointed to CIR's Executive committee shall be granted release time to attend the aforementioned committee's quarterly meetings.

D. Contract Negotiations
Upon advance request in writing to Labor and Employee Relations, up to 25 bargaining committee members shall be granted release time to attend bargaining sessions.
    i. Residents and Fellows utilizing release shall not be required to arrange for their own coverage, nor shall they be required to make up release time beyond any days that would be required to

meet accreditation or board certification standards.

For subsections A-C, the parties agree that when Residents are released pursuant to this section, the impact on patient care and/or operations should be mitigated to the greatest extent possible. As such, Residents granted release shall make best efforts to exchange shifts consistent with that understanding.

**Article 10: Employee List and Orientation**

A. Employee Lists

MMC shall provide to the Union by June 1st of each year the list of all incoming and continuing Residents, subject to change, and by July 15th all graduating Residents. A list of bargaining unit members shall include designation by program, post graduate years, and fellowship titles, if any, home or mailing address, and if available, personal email address, phone number, MMC email address, and postgraduate year. Updated lists shall be forwarded to the union by October 15th and March 15th each year.

B. Orientation

CIR shall be provided with a schedule of all departmental orientations from the programs that have scheduled a date no later than June 1st of each Academic Year and upon request shall be provided an opportunity to make a fifteen (15) minute presentation concerning the union at program orientations. Such opportunity will be considered by the Program Director and may not be unreasonably denied.

**Article 11: Lactation Accommodation**

A. In accordance with MMC Policy and procedure and prevailing law, lactation rooms or other comparable space shall be provided.
B. If no such space exists in reasonable proximity to the work area, the Department will designate an appropriate space, which is not a bathroom, closet, or storage space, and is not open to the general public for the purpose of expressing breast milk. MMC will allow adequate time for a Resident to express breast milk consistent with MMC Policy and, space permitting, provide a refrigerator for storage.
C. Notice about changes to the MMC Policy and/or procedure shall be provided to the union.

## Article 12: Health and Safety

The Medical Center will comply with city, state, and federal health and safety laws. To achieve these goals:

A. Literature, seminars, and other educational tools prepared by the Medical Center's infection control program, when appropriate for Residents, shall be made available to them. The protocols for bloodborne pathogens, developed by the infection control program, shall be given to the Residents.

B. Personal protection equipment (PPE) that consists of masks, gloves, gowns, goggles, and other appropriate equipment shall be available to each Resident in accordance with the Medical Center's infection control policy, as well as training covering the use of PPE. MMC shall ensure that follow-up and treatment is available to Residents in the event of an exposure in accordance with MMC Exposure policy.

C. MMC will make good faith efforts to ensure that resident workspaces, call rooms, and lounges are free of vermin and ensure that the spaces receive regular pest control.

The Medical Center places great importance on the safety and security of its Residents. Concerns regarding safety and security will be provided to the Safety and Security Department and the Labor Management Committee.

## Article 13: Educational Time

The Union and MMC recognize that education is a key component of the residency and fellowship programs at MMC. The Union and MMC also recognize the shared mission of MMC and its Residents and Fellows to heal and advance the health of the communities we serve as we attend to the care of our patients. Resident educational requirements shall be prioritized consistent with the regulations of accreditation bodies. MMC required scheduled academic activities including but not limited to didactics, conferences, courses, simulations, computer training sessions, exams, and orientation days on the premises shall be protected. During such protected education time, staff shall be instructed to avoid disturbing Residents/Fellows to the furthest extent possible, unless patient care requires.

## Article 14: Resident Lounges and Call Rooms

A. The number and location of existing lounges shall not be reduced or changed without at least thirty (30) days notice to CIR and the opportunity to discuss planned changes with the administration.

B. MMC will provide an adequate number of sleep rooms at each hospital site that are safe, quiet, and clean to accommodate rest for all Residents and Fellows. Sleep rooms shall have housekeeping services.

## Article 15: Duty Hours

Resident Hours and Schedules

A. The hours worked by and the schedules of Residents and Fellows – including weekend and holiday call – shall at a minimum meet applicable ACGME and NYS requirements. MMC shall provide coverage for graduating Residents so that they can attend their graduation ceremony.
    i. While it is recognized that call shifts will not be equally distributed, MMC will take reasonable steps designed to result in an equitable distribution of call shift assignments. Specifically, at or near the beginning of each Program Year, the Chief Residents will share information regarding the range of shifts they expect each Resident to work, which would result in the reasonably equitable distribution of call shifts.
        a. Any Resident on vacation or other designated leave (including Family and Medical Leave) shall not be required to take call during leave.
B. All Residents will have one four-week vacation period free of call per Program Year, which may be, at MMC's discretion, taken as a four (4) consecutive week block, or broken into two (2) non-consecutive two (2) week periods, or four (4) non-consecutive one (1) week periods.
C. The Training Program Director, PD (or designee) shall keep accurate records of each Resident's night, weekend and holiday call work, which shall be available for review by the Resident. Residents shall be entitled to exchange schedules with each other provided proper coverage is maintained subject to approval from Program Leadership.
D. If the requirements of the ACGME's Duty Hour Standards are changed during the term of this Agreement, a GME committee that shall include resident representation appointed by the Union will consider the modified Standards. The Committee will consider and make recommendations regarding any changes which MMC may make as a result of the modified ACGME Duty Hour Standards.
E. MMC will notify CIR prior to implementing changes, which are being made directly as a result of the implementation of modified ACGME Duty Hour Standards and upon CIR's request, meet and confer regarding the changes with CIR/SEIU.

## Article 16: Program Closure

A. MMC will notify each Resident or Fellow affected and CIR/SEIU:

    i. Promptly of a decision to discontinue any training program for any reasons;
    ii. Promptly upon receipt from the ACGME, or of any notification regarding non-accreditation or probation or similar change in the professional status of any training program;
    iii. Promptly of a decision of a merger, closure, or change in the number of beds, which has a substantial impact on any training program.

B. In the event of a termination, transfer, or reduction in size of a residency program, MMC will assist in placing affected Resident or Fellow in other accredited residency program of the same specialty. In addition, at the time MMC informs residents of a termination, transfer, or reduction of a residency program, MMC shall provide a list of resources including contact names, addresses and phone numbers which may be helpful in a Resident or Fellow's search for placement. Residents in programs that are being closed or reduced in size will not be terminated prior to the end of the academic year in which a program is closed or reduced in size, if possible. In such event, MMC shall continue to pay the salaries of displaced Residents or Fellows for the remainder of the academic year or until said Resident or Fellow is placed in another residency program at another facility if such placement is within the residency year.

**Article 17: Grievance Procedure and Arbitration**

A. **Grievance**

i. DEFINITIONS AND GENERAL PROVISIONS

a) A grievance shall be defined as any dispute between the parties hereto concerning the interpretation, application, performance, or any alleged breach of any provision of this Agreement, and/or a claim that a disciplinary action was not supported by just cause except that, any dispute concerning an Employer assessment or evaluation of a bargaining unit member with respect to their clinical competence or academic performance (including but not limited to ACGME competencies) and/or qualifications for renewal, promotion, and/or graduation (including but not limited to whether an extension of training may be required or whether a trainee meets the eligibility requirements of a specialty licensing board or other authority) shall not constitute a grievance or give rise to any right to invoke the procedure in this Article.

b) A bargaining unit member who is disciplined for issues related to their clinical competence or academic performance as stated in paragraph one may exercise a right to appeal under MMC's Hearing and Appeal Policy and Procedures for Redress of Adverse Actions and Grievances of Residents, but such discipline shall not be the basis for a grievance under this Article; the bargaining unit member shall be entitled to representation consistent with any such policy or procedure, including the ability to select a Union representative as their advisor.

ii. REPRESENTATION

a) A Resident or a group of Residents shall be entitled to a single representative in any Step of the grievance procedure. Provided it does not interfere with operational needs and with prior agreement, one (1) additional Union representative may attend grievance meetings. Should an additional representative attend a grievance meeting, it is expressly understood there shall only be one (1) Union spokesperson.

iii. FORMAL GRIEVANCE ELEMENTS

a) Grievances must be in PDF or similar image format. Any submission of a grievance will be submitted in writing with the following information:
   1. Specific description of the dispute/alleged violation as known at the time of submission;
   2. The name of the Resident(s) associated with the alleged violation;
   3. A specific listing of the Article(s) and Section(s) of the current Agreement which the Union believes has been violated;
   4. The date of the alleged violation;
   5. A description of how the grieving party was adversely affected; and
   6. The requested remedy.
b) Only one (1) subject matter shall be covered in any one (1) grievance.

iv. GRIEVANCE STEPS

a) Step I – A formal grievance must be filed in writing to MMC. The MMC Labor Relations Office and the Program Director must receive the written grievance within thirty (30) calendar days after the date on which the Resident(s) and the Union knew or could reasonably have been expected to know of the event or action which gave rise to the grievance.
   1. A designee from MMC Labor Relations shall review the grievance and meet with a representative from the Program, the Resident(s) and their representative to discuss the grievance within twenty (20) calendar days following receipt of the grievance.
   2. Within twenty (20) calendar days after the meeting is held, a written response from the Employer will be issued to the Resident(s) or the Resident(s)'s representative.
b) Step II – If the grievance is not resolved at Step I, it may be appealed in writing by the Resident(s) or the Union to the Director of MMC Labor Relations. The written appeal must be received within twenty (20) calendar days of the date on which the written response at Step I was issued or was due, whichever is earlier.
   1. Within twenty (20) calendar days of receipt of the Step II appeal, the MMC Labor Relations shall schedule and convene a meeting to discuss the grievance.
   2. The MMC Labor Relations designee shall render a written decision within twenty (20) calendar days following the date of the Step II meeting.

v. TIME LIMITS

a) Time limits may be extended by mutual agreement of the Parties in writing in advance of the expiration of the time limits, except the Step I deadline for filing a formal grievance. Deadlines which fall on a Saturday, Sunday, or an MMC holiday will be automatically extended to the next business day.

b) If the grievance is not appealed to the subsequent step of the procedure within applicable time limits, and/or an extension has not been agreed to in advance, the grievance will be considered settled on the basis of MMC's last written response.
c) Failure by MMC to reply to the grievance within the time limits specified automatically grants the Union the right to process the grievance to the next step of the grievance procedure.

vi. RESOLUTION

a) Informal resolution may be agreed upon at any stage of the grievance procedure. Prior to the resolution of any formal grievance brought forth by a Resident or a group of Residents, the Union shall be notified. Any offers of settlement are not admissible at any step in the grievance and arbitration process.

B. ARBITRATION

i. A request for arbitration may be made only by the Union and only after exhaustion of the grievance procedure.

ii. TIME LIMITS

a) The Union must file the appeal in writing within thirty (30) calendar days from the date of issuance of MMC's Step II Response, or if no Step II Response issued, within thirty (30) calendar days from when the Step II Response was due. The appeal to arbitration must be submitted to MMC via email.
b) The time limits contained herein may be extended by mutual agreement of the parties in writing.
c) In the event the parties cannot agree to an arbitrator, the parties shall request a list from the AAA of 10 arbitrators and proceed through alternative striking one (1) name from the panel, the first strike being determined by the flip of a coin. The remaining name shall be the arbitrator.
    1. The parties will meet to select an arbitrator within thirty (30) calendar days from the date MMC receives the appeal.
d) The scheduling of the arbitration hearing must be accomplished no later than sixty (60) calendar days from the date the arbitrator is selected. However, the hearing date may be more than sixty (60) days from the date of the arbitrator's selection.
e) The parties, by written mutual agreement, may agree to waive or modify the process for selecting an arbitrator and/or the time limits as described in this Article on a case-by-case basis.

iii. ARBITRATION PROCESS

a) The arbitration proceeding shall provide an opportunity for the Union and MMC to examine and cross-examine witnesses under oath and to submit relevant evidence. Relevant materials and the names of all witnesses who are to be called shall be identified by the parties prior to the hearing. To the extent possible, witnesses and materials should be identified at least seven (7) calendar days prior to the hearing.

b) When practicable, MMC shall inform the Union in writing of its intent to assert the issue of arbitrability prior to selection of the arbitrator. The issue(s) of arbitrability shall be resolved in a hearing prior to and separate from the hearing (if any) about the substantive facts and/or allegations in dispute.

c) The arbitrator may not admit settlement offers as evidence at the arbitration hearing.

d) Prior to the arbitration, the Union and MMC shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible.

e) Settlement proposals may be offered at any stage prior to or during arbitration.

f) The arbitration hearing shall be closed to the public, unless the parties otherwise agree in writing.

g) The arbitrator, following the close of the record of the hearing, shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing. The written decision shall include a brief description of each issue under submission, the position of the parties, the findings of facts, the arbitrator's conclusion(s) as to the violation of the agreement, if any, and, where appropriate, a remedy.

h) MMC and the Union shall split the arbitrator's and any related stenographer fees equally. Expenses for other services or facilities shall be borne by the party requesting such services or facilities unless the parties agree otherwise in advance. In the event the non-requesting party does not agree to share costs for that service or facility, the non-requesting party shall have no rights to the product of those services or facilities.

iv. SCOPE OF ARBITRATION

a) Unless there is an agreement by both parties to modify the scope of the arbitration, the issues(s) to be heard by the arbitrator shall solely be restricted to the Article(s) filed with the grievance. Issues or allegations which were known or should have been known to the Union but not introduced by Step II of the Grievance Procedure shall not be introduced by the Union at the arbitration.

b) In the event that MMC raises the issue of arbitrability, the parties agree that the question of arbitrability shall be addressed prior to the hearing on the merits. All arbitrator and stenographer fees associated with a hearing on arbitrability shall be borne equally by the parties. Should an arbitrator determine that the underlying matter is not subject to arbitration under the

contract, the substantive facts of the case shall not be heard and the Step II response of MMC shall be deemed the final response on the matter.

v. ARBITRATOR'S AUTHORITY

a) The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this contract nor shall the arbitrator have the authority to review any academic or clinical judgment.
b) In any event, the arbitrator shall have no authority or jurisdiction to substitute their judgment for that of MMC.
c) The arbitrator shall have no authority to order MMC to advance a Resident to the next level of training nor to be assessed as eligible for graduation, board certification, and/or the ability to practice autonomously.

vi. DECISION AND REMEDY

a) If the grievance is sustained in whole or in part, and subject to the limitations set forth in the paragraph below, the remedy shall not exceed restoring to the Resident the pay, benefits, or rights lost as a result of a violation of the Agreement.
b) If a grievance related to a Disciplinary Action is sustained in whole or in part, the Arbitrator shall have no authority to advance a Resident to the next level of training, or attest that a Resident is eligible for graduation or board certification.
c) The decision of the arbitrator shall be final and binding. The decision shall be distributed to the parties within thirty (30) calendar days of the close of the record of the arbitration, unless the arbitrator notifies the parties that the time frame cannot be met.
d) The arbitrator shall have no authority to award time-in-lieu of training or to extend the time limits for program completion.
e) Upon the request of either MMC or the Union, the arbitrator shall retain jurisdiction if there are disputes concerning an award of retroactive pay (and/or benefits).

vii. RELEASE TIME AND PAY STATUS

a) Whenever an arbitration hearing or a meeting convened to resolve the arbitration is scheduled during the regular work time of a Resident who is a grievant, representative, or witness, reasonable release time with pay shall be granted to such Resident(s) involved so long as a written request for release time is received at least 24 hours in advance by the Director of Labor Relations or designee.
b) When arbitrations or meetings occur outside a Resident's scheduled work time, no release time shall be granted.
c) Time spent in investigating and preparation for arbitration shall not be on pay status.

**Article 18: Out-of-Title Work**

A. Although it is recognized that various duties may be required in the course of providing patient care, certain ancillary and support functions not usually performed by Residents should not become a regular or recurrent part of the Resident's duties to the extent that they constitute a substantial time commitment during a Resident's workday. No grievance may be filed regarding an out-of-title claim until the Labor Management Committee has an opportunity to deal with the specific issue to be grieved. The arbitrator may not issue a monetary award in an out-of-title case.

**Article 19: Resident and Fellow Wellbeing**

A. MMC recognizes the importance of the wellbeing of Residents and Fellows. As such, a committee dedicated to addressing issues related to Resident and Fellow wellbeing has existed and has met regularly for a number of years. The parties agree to continue the current Committee in place to discuss issues related to Resident and Fellow wellbeing.
B. Resident Wellbeing shall be a standing item on the agenda of each Labor-Management meeting.
C. MMC assists physicians who may be potentially impaired or compromised, pursuant to the Medical Staff policies. The MMC Policy will be provided during the onboarding process.
D. MMC acknowledges its responsibility to provide the opportunity to attend medical, mental health, and dental care appointments, including those scheduled during Residents' working hours. Residents shall be permitted to use two (2) sick days annually for the purpose of accommodating the aforementioned appointments.

**Article 20: Required Training**

MMC shall offer classes for Residents to secure the required BLS, ACLS, ATLS, and PALS certifications, while the Resident is actively employed at MMC.

**Article 21: Educational Allowance and Scholarly Pursuit**

A. In accordance with MMC policy JH24.2, Residents and Fellows shall receive an educational allowance of up to one-thousand two-hundred fifty dollars ($1,250) per academic year.
B. For scholarly activities on behalf of MMC, including a presentation at a conference, i.e., abstract/publication or poster, programs shall have the discretion whether to reimburse Residents or Fellows for any costs associated with these activities and if so, how much.
C. Programs that provide or elect to provide additional benefits:
Some programs, as of the effective date of this contract, provide educational allowances to Residents and Fellows that exceed what is provided for by this Article. The parties

agree programs shall have the discretion to continue to provide allowances that exceed $1,250 annually. MMC shall notify the union ahead of any change. If requested within 14 days of such notice the parties shall meet and discuss the change prior to implementation.

**Article 22: Moonlighting**

A. Each training program must have a moonlighting policy that permits moonlighting. A Resident, who is not in their first year of training, or a Fellow who is in good standing with the program, must obtain written permission from their program director to moonlight, requests shall not be unreasonably denied. The policy must contain a method for written pre-approval, monitoring (which must include the method for tracking hours), and periodic review. Residents must not be required to engage in moonlighting (internal or external) and this must be clearly stated in the policy. Each program must demonstrate ongoing compliance with clinical and educational work hour requirements. MMC will comply with the ACGME Guidelines for Moonlighting.
B. Programs shall continue to pay no less than their current moonlighting rates as of the effective date of this contract. It is not the intent of MMC to reduce these rates. Prior to making any reduction to said rates, MMC shall provide notice to the Union prior to implementation; and upon written request by the Union, MMC shall meet and confer in regard to the change.

**Article 23: Uniforms**

A. White Coats
   i. Two (2) new long white physician coats in appropriate sizes will be issued to each Resident.
      a) Scrubs
         1. MMC shall provide each Resident or Fellow for the duration of their training a minimum of three (3) clean Montefiore Medical Center issued sets of scrubs in the appropriate size. Residents and fellows in Surgical programs (with current scrub machine access as of the date of ratification) shall receive credits for hospital scrub machines, all other residents and fellows shall receive non-OR scrubs (green) and receive credits for hospital scrub machines as well.

      b) Each Resident or Fellow can select a total of three (3) from the following menu:
         1. Personalized white physician coat/s
         2. Fleece with MMC logo and Department

Items shall be provided no more than 90 days after they are requested or as soon as practicable thereafter as procurement from vendors allow.

c) MMC agrees to arrange for scrubs, where required at affiliated sites at no cost to the Resident.

d) MMC shall provide laundering services to all Residents and Fellows at no cost for white coats and scrubs at MMC Hospitals when needed.

**Article 24: No Strike/No Lockout**

A. No employee shall engage in any strike (including sympathy strikes), sit-down, slow-down, cessation or stoppage or interruption of work, boycott, or otherwise interference with the operation of MMC.

B. The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike (including sympathy strikes), sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the MMC, or ratify, condone or lend support to any such conduct or action.

C. In addition to any other liability, remedy or right provided by applicable law, or statute, should a strike (including a sympathy strike), sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the MMC occur, the Union, within twenty-four (24) hours of a request by MMC, shall:

i. Publicly disavow such action by the employees;
ii. Advise MMC in writing that such action by employees has not been called or sanctioned by the Union;
iii. Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately; and
iv. Post notices at Union bulletin boards advising that it disapproves such action and instructing Employees to return to work immediately.

D. MMC agrees that it will not lock out Employees during the term of this Agreement.

## Article 25: MANAGEMENT RIGHTS

A. Except as otherwise provided in this Agreement, the Union agrees that the Employer has the right to exercise regular and customary functions of management, under which it shall have, among others, the exclusive right to determine and establish, plan, direct and control Employer's mission(s), project(s), program(s), objective(s), activities, resource(s), priorities, and policy issues; the exclusive right to determine when, where, how and under what circumstances it wishes to operate, suspend, discontinue, restructure, or relocate its operations; to recruit; to hire and to determine the size of its workforce; to establish qualifications for staff; to discipline or to discharge with due process, in accordance with the CBA for those persons entitled to due process under the CBA and in accordance with MMC policy for those persons entitled to due process under MMC policy, transfer, assign, promote or lay off employees for legitimate reasons; to establish and administer procedures, rules and regulations, and direct and control Employer operations; to implement, change, extend or discontinue equipment, technology, and training; to change and discontinue facilities, locations of operations, and programs; to establish or modify staffing guidelines; to establish or modify the Employer's hours of operation; to determine and modify work shifts; to establish and assign work locations; to schedule hours of work; to establish, maintain, modify or enforce standards of performance, conduct, order and safety; to create, modify, or eliminate job classifications and job descriptions; to determine the content of evaluations, and to determine the processes and criteria by which the performance of employees is evaluated; to establish and modify productivity guidelines, rules and related procedures; to establish, modify, and require employees to observe Employer policies, rules and regulations; to conduct drug or alcohol testing in accordance with MMC policy; and to promulgate any work rules or other amendments to its employee handbook (which shall be applicable to members of the bargaining unit, including changes the Employer may make from time-to-time, without further obligation to bargain) that do not conflict with the express terms of the collective bargaining agreement.

   These enumerations of management rights shall not be deemed to exclude other rights not specifically mentioned.

B. The Employer may make and/or continue and from time to time add to or change such reasonable rules and regulations as it may deem necessary and proper for the conduct and management of its business, provided the same are not inconsistent with any of the provisions of this Agreement.

## Article 26: Vaccines

The parties agree that the safety and quality of care extended to our patients is of paramount importance. In that regard, the parties agree that residents, other than those with a medical condition preventing them from doing so safely will be required annually to receive the seasonal influenza vaccine by the end of October and will also agree to receive all vaccines recommended for health care workers promulgated by the

CDC, by the NYSDOH or by Montefiore Medical Center based on broad medical consensus including COVID-19 vaccine boosters. Additionally, as frontline medical providers, Residents shall be prioritized for vaccination in any shortage and shall have vaccines made available during the hours they work.

**Article 27: Wages**

A. The appointment of a House Staff Officer (hereinafter "HSO") shall be based on the HSO's appropriate Post Graduate Year (hereinafter "PGY"), which shall be determined as follows:
   i. An HSO who has not completed at least one year of service in an ACGME-ADA-CODA-CPME or other US-accredited training program shall be placed at the PGY-1 level, if entering an internship.
   ii. An HSO who has completed one or more years of service in an ACGME-ADA-CODA-CPME or other US-accredited training program within the same specialty shall be placed at the PGY level, which equals the number of such years of service plus one (e.g. an HSO who has completed two years of service in such training program shall be placed at PGY-3 if they received credit for this training, e.g. from the American Board of Medical Specialties). An HSO with prior training that is not required or a prerequisite for the position they are entering will not be given credit for those years. Additional credit may be granted to an HSO in establishing the appropriate PGY level, at the discretion of the House Staff Office.
   iii. When some or all of the prior service of an HSO has been in a non-accredited training program(s), they shall, at a minimum, be classified at the PGY level appropriate to the years of service that is required of the program they are joining plus one in the same specialty area.
   iv. In the event an HSO changes his/her specialty, he/she may at the discretion of the relevant Board, receive credit, for prior service in such other ACGME-AOA-CODA-CPME or other US-accredited programs.

B. A year of service in a training program as herein referred to shall mean a year of service in a training program that has been certified as having been completed by the appropriate Medical Center authority.
C. An HSO who, during the term of this Agreement, successfully completes his/her service for a year and is reappointed to serve for an additional year in the same program shall be advanced to the next higher PGY level.
D. The wages for an HSO appointed to a position in an Unaccredited or non-PGY level program shall be determined by the program and any percent increases in wages approved for HSO in accredited programs will apply to the unaccredited position wages thereafter. (*See* Appendix B for reference.)

| PGY Level | July 1, 2024 (9%) | July 1, 2025 (5%) | July 1, 2026 (4%) |
|---|---|---|---|
| PGY-1 | $80,207 | $84,217 | $87,586 |
| PGY-2 | $83,745 | $87,932 | $91,449 |
| PGY-3 | $87,283 | $91,647 | $95,313 |
| PGY-4 | $90,822 | $95,363 | $99,178 |
| PGY-5 | $93,270 | $97,934 | $101,851 |
| PGY-6 | $97,899 | $102,794 | $106,906 |
| PGY-7 | $101,438 | $106,509 | $110,770 |
| PGY-8 | $104,976 | $110,225 | $114,633 |

A Resident who serves as Chief Resident will receive an additional stipend of $333.33 per month during the service period.

**Article 28: Meals**

There shall be a $2,000 stipend for each academic year. For the 2024-25 academic year, the benefit shall be prorated retroactive to January 1, 2025. This applies to all Residents who are on active pay status and on a paid leave of absence.

**Article 29: Housing**

A. There shall be a $3,000 housing allowance per Resident for each academic year. For the 2024-25 academic year the benefit will be prorated retroactive to January 1, 2025.

B. Rent increases may not exceed 5% annually for the life of this agreement.

C. MMC shall continue to offer the number of housing units currently occupied by Residents until the expiration of the agreement.

**Article 30: Child Care**

Residents with legally dependent children under the age of 13 shall be eligible to be reimbursed up to $2,500 each academic year. For the 2024-25 academic year Residents are eligible for reimbursement of up to $1,250.

## Article 31: Fatigue Mitigation

In the event a Resident is too fatigued to drive at the end of a shift, Residents will be eligible for reimbursement of up to $500 each academic year for rideshares (Uber and/or Lyft) from the hospital to a verifiable home address and return to retrieve their vehicle. For the 2024-25 academic year, Residents shall receive a stipend in the amount of $250.

## Article 32: BENEFITS

Eligible Residents and Fellows shall participate in the benefits programs as described below.

### A. HEALTH, DENTAL, VISION, LIFE, AND DISABILITY INSURANCE

i. Eligibility for coverage is based on the Resident's active status for the academic year beginning each July 1, or the 1st of the month following an off-cycle start date.

ii. An employee on an approved Family and Medical Leave shall be entitled, if eligible, to continue participation in health benefit coverage (medical, dental, and vision) as if on pay status.

iii. MMC will comply with ACGME requirements with access to mental health resources.

iv. Medical Insurance
   a) Residents shall be covered by the Montefiore House Staff Medical Plan. Residents shall be provided with the option to enroll in either Monteprime EPO or the Montecare PPO Medical Plan with no premium deductions from paychecks. The PPO plan includes the maximum lifetime combined IVF benefit of $24,000 for medical and prescription costs.
   b) The plans shall continue to provide a comprehensive prescription drug benefit.

v. Dental Insurance
   a) MMC shall continue to offer free coverage through an in-network dental HMO Plan, or a shared cost buy-up to a PPO plan.

vi. Vision Benefits
   a) MMC shall continue to offer Residents High and Low options for vision benefits.

vii. The Hospital shall continue to provide both Short Term and Long Term Disability Insurance
   a) Short Term Disability – Includes Paid Sick Leave, Supplementary Sick Pay, and New York State Statutory Disability benefits for up to 26 weeks. After you have been at Montefiore for 90 days, have exhausted your Paid Sick Leave, and are disabled under the terms of the plan due to a non-occupational sickness or injury for at least 7 days, Supplementary Sick Pay provides 2/3 of your weekly base earnings up to a maximum weekly benefit of $1,300. If you also receive New York State Statutory Disability benefit payments, the Supplementary Sick Pay benefit will be offset by the New York State Statutory benefit payments.
   b) Long Term Disability (LTD) – Basic Long Term Disability (LTD) continues 60% of your pre-disability earnings up to a maximum benefit of $3,000 a month if you

are disabled for more than 26 weeks. If your covered earnings are more than $60,000 annually, you have the option to purchase a Buy-up LTD benefit. Buy-up LTD benefits continue 60% of your pre-disability earnings up to an additional maximum benefit of $2,000 a month. The combined maximum monthly LTD benefit is $5,000 each month. You pay the cost of mandatory Basic LTD and any Buy-up LTD coverage you elect with after-tax dollars.

B. Other Benefits

i. MMC shall continue to offer the commuter benefits program to Residents and Fellows including the option to make direct pretax withholdings for the purpose of covering mass transit and parking expenses.

ii. MMC will continue to provide access to 511NY Rideshare.

iii. MMC will continue to offer a Flexible Spending Accounts (FSA) for qualified medical expenses and Dependent Care. Additionally, MMC will continue to offer the Healthy Steps Health reimbursement program.

iv. MMC will continue to provide the following (or equivalent) employee discounts:
   a) Health Club Discounts and Virtual Exercise Resources – Physical fitness is important for wellness and wellbeing. Montefiore has discounted arrangements with fitness facilities in all boroughs and also provides access to free and low-cost virtual offerings.
   b) Perks & Discounts – Discounts on products and services from nationally recognized merchants as well as participating local businesses. There are no fees to register and you pay nothing to use the card.

C. Additional Benefits

MMC as of the effective date of this contract, may provide additional benefits to Residents and Fellows that exceed what is provided for by the Article.

D. Changes to Plans

Written notice of intent to change, modify, eliminate or alter the terms of the benefit plans will be sent to the Union with thirty (30) calendar days advance notice. The notice shall contain a summary description of the proposed change(s). Upon request, MMC shall meet with and confer with the Union regarding the changes.

E. Wakefield Legal Services Benefit

During the term of this Agreement, MMC shall make contributions to the Voluntary Hospitals House Staff Benefits Plan ("VHHSBP") in the amount of $9 per month per HSO to participate in the VHHSBP Legal Service Plan. This benefit only applies to interns, residents and fellows employed by MMC at the Wakefield Division in a program sponsored by MMC.

**Article 33: Leaves**

A. Parental Leave:

This Article defines the duration and circumstances under which House Staff can be absent from work for reasons related to pregnancy, childbirth, maternity, paternity, foster placement, adoption, or childrearing.

*See* Human Resources Policy III-3a, "Absent-Sick Leave House Staff."

*See also* Human Resources Policy III-17, "Family, Medical, and Military Leaves of Absence."

B. Sick Leave:

It is the policy of Montefiore Medical Center to provide sick leave benefits to eligible House Staff.

*See* Human Resources Policy III-3a, "Absent-Sick Leave House Staff."

C. Bereavement Leave

House Staff will be granted 3-days paid leave of absence at the time of death of a spouse, parent, guardian, grandparent, child, sister, brother or domestic partner.

D. Educational Meetings and Activities

Requests to attend educational, scholarly and professional activities/seminars should be submitted to the Program Director for approval. Duty hours must be entered for the dates and times you are in attendance in compliance with ACGME regulations. Requests shall not be unreasonably denied.

E. Vacation

House Staff are permitted to take up to four (4) weeks of vacation with pay during each one-year period. Time off must be scheduled in advance with the approval of the Director of the Residency Training Program in each department or division.

i. Vacation may be scheduled in full weekly increments or may be requested by the day in accordance with each Program's vacation procedures.
ii. Vacation shall be requested by the Resident or Fellow in accordance with their Program's vacation procedures for approval by the Program Director or designee.
iii. Each program's procedures for requesting and assigning vacation schedules must be made available to Residents and be in compliance with each program's requirements.
iv. The Program Director or designee shall arrange coverage for the Resident on vacation.
v. A Resident shall not be expected to engage in work-related duties during vacation. The Program Director or designee shall ensure that any time-sensitive obligations or opportunities are communicated to Residents with sufficient advance notice so they may complete them prior to taking vacation.

**PFL -** *See* Human Resources Policy III-18, "New York State Paid Family Leave."

**Jury Duty -** *See* Human Resources Policy III-11, "Jury Duty Policy.

**Article 34: Duration**

This collective bargaining agreement shall be in full force and effect through June 30, 2027.

**EXECUTION**
Signed by Employee and Union

For: Montefiore Medical Center

By: Samantha DeFrancesco

Title: Asst. VP Employee &Labor Relations

Date: 03/03/26

For: Committee of Interns and Residents

By: Susan Naranjo

Title: Executive Director

Susan Naranjo (Mar 3, 2026 10:30:57 PST)

Date: 03/03/26

APPENDIX A

**MEMORANDUM OF AGREEMENT**

**Montefiore Medical Center (MMC) - Committee of Interns and Residents (CIR)**

**Salary Scales**

WHEREAS, MMC and CIR entered into a Memorandum of Agreement (MOA) dated March 17, 2025, which was ratified on March 28, 2025;
WHEREAS, the parties have agreed to terms on a collective bargaining agreement that covers the time period of July 1, 2024 – June 30, 2027;
WHEREBY, the parties in the MOA have agreed to provide the following wage increases, based on the current salary scale, which will result in the new salary scale set forth below for all bargaining unit members including those in the title of Chief Resident.

July 1, 2024 – 9%
July 1, 2025 – 5%
July 1, 2026 – 4%

| | ANNUAL | | | | BIWEEKLY | | | |
|---|---|---|---|---|---|---|---|---|
| PS Group | Current | 7/1/24 9% | 7/1/25 5% | 7/1/26 4% | Current | 7/1/24 9% | 7/1/25 5% | 7/1/26 4% |
| PGY-1 | 73584.02 | 80206.58 | 84216.91 | 87585.59 | 2830.1546 | 3084.8685 | 3239.1119 | 3368.6765 |
| PGY-2 | 76830.38 | 83745.11 | 87932.37 | 91449.66 | 2955.0146 | 3220.9658 | 3382.0142 | 3517.2946 |
| PGY-3 | 80076.73 | 87283.64 | 91647.82 | 95313.73 | 3079.8742 | 3357.0631 | 3524.9162 | 3665.9127 |
| PGY-4 | 83323.09 | 90822.17 | 95363.28 | 99177.81 | 3204.7342 | 3493.1604 | 3667.8185 | 3814.5312 |
| PGY-5 | 86569.44 | 94360.69 | 99078.72 | 103041.87 | 3329.5938 | 3629.2573 | 3810.7200 | 3963.1488 |
| PGY-6 | 89815.79 | 97899.21 | 102794.17 | 106905.94 | 3454.4535 | 3765.3542 | 3953.6219 | 4111.7669 |
| PGY-7 | 93062.15 | 101437.74 | 106509.63 | 110770.02 | 3579.3135 | 3901.4515 | 4096.5242 | 4260.3854 |
| PGY-8 | 96308.50 | 104976.27 | 110225.08 | 114634.08 | 3704.1731 | 4037.5488 | 4239.4262 | 4409.0031 |
| PGY-2C | 80830.38 | 87745.11 | 91932.37 | 95449.66 | 3108.8608 | 3374.8119 | 3535.8604 | 3671.1408 |
| PGY-3C | 84076.73 | 91283.64 | 95647.82 | 99313.73 | 3233.7204 | 3510.9092 | 3678.7623 | 3819.7588 |
| PGY-4C | 87323.09 | 94822.17 | 99363.28 | 103177.81 | 3358.5804 | 3647.0065 | 3821.6646 | 3968.3773 |
| PGY-5C | 90569.44 | 98360.69 | 103078.72 | 107041.87 | 3483.4400 | 3783.1035 | 3964.5662 | 4116.9950 |
| PGY-6C | 93815.79 | 101899.21 | 106794.17 | 110905.94 | 3608.2996 | 3919.2004 | 4107.4681 | 4265.6131 |
| PGY-7C | 97062.15 | 105437.74 | 110509.63 | 114770.02 | 3733.1596 | 4055.2977 | 4250.3704 | 4414.2315 |
| PGY-8C | 100308.50 | 108976.27 | 114225.08 | 118634.08 | 3858.0192 | 4191.3950 | 4393.2723 | 4562.8492 |

For MMC:

Apr. 29, 2025

For CIR:

April 29, 2025