

Collective Bargaining Agreement

Between

Bayonne University Hospital

and the

Committee of Interns and Residents/SEIU

July 1st, 2025 – June 30th, 2029

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

The Committee of Interns and Residents/SEIU (CIR/SEIU) represents over 40,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California, New Mexico, Illinois, Vermont, Pennsylvania, Washington, Rhode Island, Delaware, Minneapolis Collective bargaining agreements covering both public and private sector hospitals.

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

This collective bargaining agreement, negotiated by CIR/SEIU members at Bayonne University Hospital., provides for salaries, leave time, a due process procedure in disciplinary cases, a grievance procedure, and other issues of concern to Housestaff.

Know your rights and benefits – read your CIR contract!

Committee of Interns and Residents/SEIU

National Office

10-27 46th Avenue, Suite 300-2

Long Island City, NY 11101

ph (212) 356-8100 or (800) CIR-8877

fax (212) 356-8111

www.cirseiu.org

Committee of Interns and Residents Contract Proposals
For the Bayonne Medical Center Contract Negotiations 2025

CIR
Contract Proposals
For
Bayonne University Hospital

New Contract, beginning 07/01/2025

Notice to the Hospital

CIR/SEIU reserves the right to edit, modify, withdraw, add to, or subtract from its proposals in-part or in-whole during the course of contract negotiations.

PREAMBLE

This Agreement is made on July 1, 2025, by and between Bayonne University Hospital ("Hospital") and the Committee of Interns and Residents/ SEIU (herein after referred to as CIR and the "union" interchangeably). The parties recognize the benefit of providing a quality educational program and an available source of well-trained physicians for the health needs of New Jersey.

Now, therefore, in consideration of the covenants herein contained, the parties agree as follows:

ARTICLE I. RECOGNITION

A. The Hospital recognizes the CIR as the exclusive representative for the purpose of collective negotiations.

B. Included are all full and regular part-time physicians titled intern, resident and fellow who are designated herein as Housestaff Officers employed by Bayonne University Hospital. Excluded are all other employees.

C. The terms "employee(s)" and "Housestaff Officer(s)" used interchangeably in this Agreement still mean only those persons in the unit described above in Section B.

Article II. POLICY AGREEMENTS

A. Dues Check-Off

1. It shall be a condition of employment that all House Staff Officers covered by this Agreement who are members of the Committee 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 Committee. It shall also be a condition of employment that all House Staff Officers covered by this Agreement and hired on or after the effective date of 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 Committee. For the purpose of this Agreement "good standing" shall consist of the payment of periodic dues as uniformly required by the Committee as a condition of membership or pay an agency fee to the Committee.

2. No discrimination or reprisal shall be visited against any such Housestaff Officer by

either party based on membership or non-membership in CIR.

3. CIR shall have the exclusive right to the check off and transmittal of dues and agency fees on behalf of each employee in the unit, said dues and agency fees to be checked off bi-weekly from the paycheck of each Housestaff Officer who authorizes such check off in writing, pursuant to the directives of CIR, in such amounts as CIR shall establish. The Employer agrees to forward said dues and agency fees to CIR within fifteen (15) days of the end of each month. The transmission of dues and agency fees to CIR shall be handled electronically.

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

5. Information

The Employer agrees to make available to the Union such bargaining unit payroll and other bargaining unit records as the Union may reasonably require as the collective bargaining agent for such bargaining unit employees.

(a) *As soon as practical following* May 1st of year, the Employer shall forward to the Executive Director of CIR an alphabetical list of Housestaff Officers in the bargaining unit compiled from the Employer's records, which list shall include names, postgraduate year, salary, specialties, and home or mailing addresses. The list shall also indicate which bargaining unit members have been designated as chief residents.

(b) *As soon as practical following* May 1st of year, the Employer shall forward to the Executive Director of CIR an alphabetical list of Housestaff Officers who have terminated from the residency program as of June 30th.

(c) Changes in the bargaining unit, new hires or terminations, which occur after July 1st shall be sent to CIR by the 15th of each month after the month, they become effective. The Employer shall provide the same information as provided for in sub-sections (a) and (b).

B. Non-Discrimination

The parties agree to follow a policy of non-discrimination on the basis of age, race, color, creed, national origin, ancestry, sex or marital status, sexual orientation, political affiliation, or participation in or association with the activities of any employee organization which is permissible under law and does not interfere with an employee's obligation.

C. Strikes and Lockouts

1. During the term of this Agreement, the CIR agrees not to engage in or support any strike, work stoppage, slowdown, or other similar action by employees covered by this Agreement.

2. No lockout of employees shall be instituted or supported by the Hospital during the term of this Agreement.

D. Administration of Agreement

1. A committee consisting of Hospital and Union representatives may meet for the purpose of reviewing the administration of this Contract and to discuss problems which may arise.

2. Said committee meetings shall be scheduled on a quarterly basis. These meetings are not intended to bypass the grievance procedure or to be considered collective negotiations meetings but are intended as a means of fostering good employer-employee relations through communications between the parties.

3. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such a meeting.

4. A maximum of three (3) employee representatives of the Union may attend such quarterly meetings.

Article III. MANAGEMENT RIGHTS

The Hospital retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and the United States of America.

Except as specifically limited or modified by the terms of this Agreement, or by law, all of the rights, powers, duties, authority, prerogatives of management, and the responsibility to

promulgate and enforce reasonable rules and regulations governing the conduct and activities of employees are also retained by the Hospital, whether exercised or not, and are to remain exclusively with the Hospital.

ARTICLE IV. TITLES

A. The titles of Housestaff Officers shall be as follows:

Post Graduate Year 1

Post Graduate Year 2

Post Graduate Year 3

Post Graduate Year 4

Post Graduate Year 5

Post Graduate Year 6

Post Graduate Year 7

Post Graduate Year 8

Post Graduate Year 9

B. The appointment of a Housestaff Officer shall be based on his/her appropriate Post Graduate Year (hereinafter PGY), which shall be determined as follows:

a. A Housestaff Officer who has not completed at least one year training in an ACGME-ADA-AOA-APA approved training program shall be placed at the PGY-1 level.

b A Housestaff Officer who has satisfactorily completed one or more years of service in an ACGME-ADA-AOA-APA approved training program in the same specialty in which he/she is currently enrolled shall be placed at the PGY level which equates the number of such years of service plus one:(e.g., a Housestaff Officer who has completed two years of service in such training program shall be placed at PGY-3).

c. A Housestaff Officer required to spend a prerequisite period of service in an ACGME-ADA-AOA-APA approved 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.

d. When some or all of the prior service of a Housestaff Officer has been in a non ACGME-ADA-AOA-APA approved training program, he/she shall at a minimum be classified at the PGY level appropriate to the years of service he/she has completed in an ACGME-ADA-AOA-APA approved training program in the same specialty as he/she is enrolled at the Hospital, and/or in an ACGME-ADA-AOA-APA approved training program prerequisite to the specialty in which he/she is enrolled at the Hospital.

2. a. In the event that a Housestaff Officer changes his/her specialty, he/she may receive a maximum credit of up to two (2) years for prior service in such other ACGME-ADA-AOA-APA approved training program at the discretion of the program director.

b. Credit for non ACGME-ADA-AOA-APA approved training programs shall be granted at the discretion of the program director.

c. In determining additional credits under this subsection (2.a-c), the Program Director shall seek guidance from the appropriate division chief, if applicable, and specialty board and shall thereafter recommend to the appropriate Dean, whose decision shall be final and binding (i.e., not subject to the grievance procedure).

ARTICLE V. COMPENSATION PLAN AND PROGRAM

1. Effective July 1, 2025, the basic salaries for Housestaff shall be:

PGY-1	$66,992.98
PGY-2	$71,533.88
PGY-3	$75,911.95
PGY-4	$80,344.31
PGY-5	$82,479.06
PGY-6	$84,598.16

Wage Adjustments

	7/1/2025	7/1/2026	7/1/2027	7/1/2028
PGY-1	$66,992.98	$69,002.77	$71,072.85	$73,205.04
PGY-2	$71,533.88	$73,679.90	$75,890.29	$78,167.00
PGY-3	$75,911.95	$78,189.31	$80,534.99	$82,951.04
PGY-4	$80,344.31	$82,754.64	$85,237.28	$87,794.40
PGY-5	$82,479.06	$84,953.43	$87,502.03	$90,127.10
PGY-6	$84,598.16	$87,136.10	$89,750.19	$92,442.69

4. Chief Resident Annual Supplement

The annual supplement will be $3,600. The supplement will be prorated as necessary for his/her service as Administrative Chief Resident. The stipend shall be increased each year by the same percentage that salaries are increased.

5. The Annual Book and Equipment Allowance up to $875 will be paid to all bargaining unit members in each year of the program. Furthermore, the Hospital will pay up to $1600 for a one time purchase of loupes for surgical residents.

Housestaff Officers shall be reimbursed after submitting receipts for reimbursement of book and equipment allowance. At the discretion of the Director Medical Education (DME), Housestaff Officers will need to get approval from the Program Director before purchasing books or equipment. Any disputes will be handled by the DME.

Educational expenses include medical textbooks, medical equipment and electronics that have been approved pursuant to this Article, subscriptions to online medical databases, educational software and medical society membership fees.

All Housestaff Officers are required to submit electronics cost reimbursement requests to the Program Director for approval. The medical equipment in question must be relevant to the work and/or training of the Housestaff Officer requesting reimbursement. Requests shall not be unreasonably denied. Documentation is required for reimbursement.

The Hospital will reimburse Housestaff Officers within sixty (60) days of submission of receipts for reimbursement.

ARTICLE VI. LEAVES

A. Vacations

1. All Housestaff Officers shall be entitled to four (4) weeks of paid vacation to be scheduled in accordance with departmental policy, which policy shall not preclude scheduling of vacation in two (2) week blocks.

2. Individual Housestaff Officers shall, on or before September 1 of each year, submit in writing to his/her Program Director all requests for vacation leave. The Program Director, after review of the needs of the services and rotation schedules, will make reasonable efforts to honor the individual request, granting Housestaff Officers at least two (2) consecutive weeks off, or in services where scheduling accommodations can be made, more than two (2) consecutive weeks. Where an opportunity exists to grant more than two (2) weeks of vacation, priority consideration shall be given to Housestaff Officers utilizing that vacation for a foreign homeland visit.

3. Should any Housestaff Officer fail to submit his/her vacation leave request on or before September 1st of each year, the Program Director shall, after scheduling the vacation leaves of the other Housestaff Officers have the right to schedule vacation leave for those failing to meet the September 1 submission date. Once the vacation schedule is established, it will normally be available to the employee except where an emergency mandates rescheduling.

4. One week of scheduled vacation is defined as seven (7) consecutive twenty-four (24) hour days off during which there is no assignment of work.

5. The parties acknowledge that Housestaff Officers are credited with vacation leave time in anticipation of continued employment for the full year. In the event a Housestaff Officer leaves pay status during the course of the year, his/her vacation leave accrual shall be adjusted on a pro-rata basis in order to determine the proper amount of leave time to which the Housestaff Officer is entitled. In the event the Housestaff Officer has no vacation leave balances, such Housestaff Officer shall reimburse the Hospital for any overdraft of leave time.

B. Sick Leave

New Jersey State Earned Sick Leave

Effective July 1, 2018, the Hospital will apply the terms of the New Jersey State Earned Sick Leave Act of 2018 (the "Act") to HSOs. Nothing in this Agreement shall be construed to waive or reduce rights or benefits provided pursuant to the Act.

Effective July 1, 2018, the Hospital, the Union, and the members of the bargaining unit agree to irrevocably waive and relinquish all rights under the Jersey City Earned Sick Leave Ordinance.

All the HSO's will be credited with seven (7) sick leave days at the beginning of each academic year.

HSOs may accumulate non-NJ State Earned Sick Leave up to a maximum of thirty (30) days.

HSOs may carry over from plan year to plan year a maximum of forty (40) hours of NJ State Earned Sick Leave. At all times, HSOs may have in their banks a maximum of eighty (80) hours of NJ State Earned Sick Leave. However, in any given plan year, HSOs may use no more than forty (40) hours of NJ State Earned Sick Leave.

1. Sick leave shall be used when a HSO is unable to work due to illness or personal injury and may be used for preventive care, as well as other reasons allowed by the New Jersey State Earned Sick Leave Act.

2. The HSO must notify his/her Chief Resident and Program Director of his/her disability to work.

3. Approval for use of this time shall not be unreasonably denied by the Program Director.

4. Each department is responsible for maintaining a record of usage of sick leave for each year.

Bargaining unit members are responsible for making up any unworked time after the end of the academic year as determined by accreditation standards. Effective July 13, 2012, such additional work time after the end of the academic year shall be paid up to four months if needed. Whether time is needed to complete any requirements is up to the DME who has sole discretion to approve or deny such request. The decision is not subject to the grievance procedure.

C. Medical Leave, Parental, and Caregiver Leave

1. At all times, the Hospital will comply with ACGME requirements and standards that affect the terms and conditions of employment of House Staff Officers covered by this agreement including but not limited to the following language:

Sponsoring Institutions must provide Housestaff Officers with a minimum of six weeks of approved medical, parental, and caregiver leave(s) of absence for qualifying reasons that are consistent with applicable laws at least once and at any time during an ACGME-accredited program, starting the day the Housestaff Officer is required to report. The HSO must apply for New Jersey Paid Family Leave Insurance (NJPFLI). If the HSO is eligible for NJPFI and receives the insurance payments, the Sponsoring Institutions shall make a payment to the HSO for the difference between the HSO's salary and the NJPFLI amount. If the HSO is not eligible for NJPFLI or the application is not granted the Hospital will provide Housestaff Officers with at least the equivalent of 100 percent of their salary for six weeks of the first approved medical, parental, or caregiver leave(s) of absence taken.

2. Each HSO is eligible for up to twelve (12) weeks of medical leave in accordance with the fe deral Family and Medical Leave Act. A resident can use any remaining allotment of his/her sick leave prior to being in an unpaid status. Once sick leave days have expired and before the HSO chooses to be in "leave without pay" status and apply for disability, the HSO shall have the option to use any remaining portion of his/her vacation days. Once paid leave days have expired, the HSO would be in "leave without pay" status and eligible to apply for temporary disability.

2.The resident must provide appropriate medical documentation to his/her Program Director. Upon submission of the appropriate medical documentation such leave shall be approved.

3.Bargaining unit members are responsible for making up any unworked time after the end of the academic year as determined by accreditation standards. Effective July 13, 2012 such additional work time after the end of the academic year shall be paid up to four months if needed. Whether time is needed to complete any requirements is up to the DME who has sole discretion to approve or deny such request. The decision is not subject to the grievance procedure.

D. Family Leaves

1. For Birth or Adoption of a Child

All bargaining unit members are eligible for family leave (unpaid) upon the birth or adoption of a child after one year of service in accordance with the New Jersey Family Leave Act and the federal Family and Medical Leave Act. This leave, can be up to twelve (12) weeks. A HSO can use paid vacation leave to cover a portion of this leave. Appropriate documentation must be provided to the Program Director and the Human Resources Department.

2. For Serious Illness in the Family

All bargaining unit members are eligible for family leave (unpaid) to take care of a seriously ill family member after one (1) year of service in accordance with the New Jersey Family Leave Act and the federal Family and Medical Leave. This leave can be up to twelve (12) weeks. A HSO can use paid vacation leave to cover a portion of this twelve week period. Appropriate documentation must be provided to the Program Director and the Human Resources Department.

Bargaining unit members are responsible for making up any unworked time after the end of the academic year as determined by accreditation standards. Effective July 13, 2012 such additional work time after the end of the academic year shall be paid up to four months if needed. Whether time is needed to complete the requirements is up to the DME who has sole discretion to approve or deny such request. The decision is not subject to the grievance procedure.

3. Sponsoring Institutions must provide residents/fellows with a minimum of six weeks

of approved medical, parental, and caregiver leave(s) of absence for qualifying reasons that are consistent with applicable laws at least once and at any time during an ACGME-accredited program, starting the day the resident/fellow is required to report. Sponsoring Institutions must provide residents/fellows with at least the equivalent of 100 percent of their salary for the first six weeks of the first approved medical, parental, or caregiver leave(s) of absence taken.

E. Bereavement Leave

If there is a death in the immediate family, a Housestaff Officer may utilize sick leave for up to three (3) days of bereavement leave. Immediate family shall be defined as mother, father, sister, brother, spouse, child, or unmarried domestic partner. For unmarried domestic partners to be included, prior notice of the relationship shall have been provided to the Hospital's Human Resources Department. The Hospital may require reasonable and appropriate documentation of the relationship or of cohabitation, such as leases, drivers license, etc.

Additional leave may be granted as may be necessary without pay upon request to the Program Director.

F. Leave for USMLE, COMLEX or National Boards

Housestaff Officers will be permitted to take the day before and the day of the scheduled exam off for the purpose of taking the USMLE, COMLEX, other licensing examination or board certification examination. This time off shall be paid and shall not be charged against vacation time and such paid leave shall be permitted one time only.

G. Holidays

a. All Bayonne Medical Center Housestaff Officers, wherever assigned, shall be entitled to all Bayonne Medical Center holidays. The Hospital shall exercise its best efforts to ensure that Housestaff Officers on rotation to an affiliate facility are granted all Bayonne Medical Center holidays on the day they occur.

b. Bayonne Medical Center holidays are: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. As per the approved request form, a Housestaff Officer shall submit his/her written request for a float holiday at least (7) seven calendar days in advance.

2. Housestaff Officers who work (including beeper calls) on a scheduled holiday shall be granted an alternate day off or shall receive an additional day's pay in lieu of the holiday. (This provision does not apply to the float holidays). When a Housestaff Officer is scheduled to work a holiday

it is the Housestaff Officer‘s responsibility to submit the request for an alternate day off (using the form previously agreed to) within 10 business days of the holiday worked. If the form is not returned to the Housestaff Officer within ten (10) business days, the Housestaff Officer shall be paid for the holiday worked**.**

Scheduling of alternate days off shall be with the approval of the Program Director or designee, as appropriate. In the event that an alternate day off cannot be granted within 2 months of the holiday, holiday pay shall be granted. Pay in lieu of a holiday shall be at the rate of one tenth (1/10) of bi-weekly pay.

3. Holidays falling on Saturday shall be observed the preceding Friday. Holidays falling on Sunday shall be observed the following Monday.

4. A standard form and procedure shall be devised and implemented for a HSO to obtain a compensation day or an additional day of pay for holidays and float holidays in cases where an alternative day off is not granted.

When chief residents distribute schedules to Housestaff Officers during months that contain holidays, the Bayonne Medical Center Compensation Day/ Reimbursement Form shall be attached.

H. Professional Advancement Days

Housestaff Officers will be permitted to take up to three (3) professional advancement days with pay per academic year. However, in their final year of residency, Housestaff Officers will be permitted to take up to five (5) days off with pay. These days will be scheduled by agreement between the HSOs and the Employer.

Professional Advancement days can be used for fellowship interviews, conferences, or any other purpose that contributes to professional development

PGY-1 & PGY-2	**PGY-3 & PGY-4**	**PGY-5 & PGY-6**
IM = 1 days	IM = 2 days	
TY = 2 days		
Surgery = 2 days	Surgery = 2 days	Surgery = 3 days
	GI = 2 days	GI = 3 days

ARTICLE VII. WORK SCHEDULES

A. The Hospital will adhere to the ACGME guidelines on resident duty hours, until state

and /or federal law supersede it. In addition, the following shall remain in effect:

B. There shall be no increase in the number of on-call assignments in existing departmental on-call schedules during the period of this Agreement except as herein provided in the ACGME guidelines.

C. During the term of this Agreement, nothing in this article shall be interpreted as barring the parties, from mutually agreeing to alternate scheduling patterns for particular programs.

D. When an accrediting board requires an increase in on-call schedules, the Union shall receive a copy of the directive and the increase shall thereafter be implemented.

E. Vacations, sick leave and all other contractually approved leave time shall not be counted as time during which a duty to work on-call assignments accrues or accumulates. That is, the frequency of on-call duty during part of a month or a rotation may not be increased to force a Housestaff Officer to "make-up" on-call duty "missed" during contractually approved leave time. E.g., a resident on vacation for the beginning of a month could not be scheduled for ten (10) on-call duties in the balance of the month.

F. House staff officers who work additional weekend on-call duty in excess of the number of weekend calls scheduled by the Hospital shall be granted an alternate day off. When a house staff officer is scheduled to work an additional weekend on-call, it is the housestaff officer's responsibility to take an alternate day off by the following June 30. Scheduling alternate days off shall be with the approval of the Program Director or designee, as appropriate. If despite reasonable efforts to schedule an alternate day off, approval is not granted, the house staff officer will be paid for the additional weekend on call duty at the rate of one tenth (1/10th) of the house staff officer's regular bi-weekly pay.

Housestaff Officers shall be paid for any on-call duty in excess of the ACGME guidelines or otherwise stated in this contract with the formula below:

For each Housestaff Officer during a contract year:

- 1st additional on-call duty: $100
- 2nd additional on-call duty: $200
- 3rd additional on-call duty: $250
- 4th and subsequent on-call duty: $300

“On-call duty” is understood to mean assignment to such hospital or clinic duties as is published in the on-call schedule(s) and shall include extra call when an employee is called in to work beyond what is published in the on call schedule. This does not include time spent off on beeper - call. The above formula applies to Housestaff Officers who work extra call in addition to the published call schedule(s) and/or as a result of being called in from the on-call

coverage pool. In this case, the Chief Resident, or person who calls the Housestaff Officer, shall be responsible for submitting to the Program Director for the additional pay. If the Chief Resident does not submit the form within one week, the Housestaff Officer who was called in and worked shall submit the form.

Extra on-call also includes extra shifts worked to fill in for a colleague who is on an extended sick leave or extended absence.

G. Housestaff Officers shall not be routinely or regularly assigned to tasks which are clearly not within their normal responsibilities as Housestaff Officers. In such instances, a Housestaff Officer may not refuse to perform the task (s), however, the Housestaff Officer may file an informal grievance with the Program Director and the decision will be final and binding.

H. No Housestaff shall be assigned to clinic following overnight in-hospital call or night float.

I. No Housestaff Officer shall be assigned on-call duty during twenty-four (24) hour period preceding licensure or specialty board exams. If a resident is on-call the night prior to an in-service examination, he/she can choose not to take the in-service examination on that day. The Housestaff Officer shall take the in-service examination at the next available time and shall be scheduled off the night before.

J. A ten (10) hour time period away from hospital duties shall be provided between all daily duty periods and after in-house calls.

K. Housestaff shall receive their schedules at least one (1) week prior to the beginning of a rotation.

L. The one continuous 24-hour period free from all clinical, educational and administrative activities shall begin no later than 8 AM.

ARTICLE VIII. BENEFIT PROGRAMS

A. The Employer shall make monthly contributions for the purpose of providing health and welfare benefits for each Housestaff Officer employed within the CIR/SEIU bargaining unit and their eligible dependents 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 Housestaff Officer and their eligible dependents with hospital, medical, major medical, dental, life (participant and spouse only) dismemberment (participant only), disability (participant only) coverage and legal services (through the CIR Legal Services Plan) and any other benefit as defined in the Summary Plan Description to participants in the VHHSBP, and the VHHSBP shall thereupon provide such benefits ("the covered benefits").

B. Effective on the dates noted below, the Employer shall contribute the specified monthly sums to the VHHSBP for each Housestaff Officer for the purpose of providing the covered benefits to the Housestaff Officer and their eligible dependents in the VHHSBP.

Time Period	**Monthly Contribution**
July 1, 2026 through December 31, 2026	$1,101.00
January 1, 2027 through December 31, 2027	$1,350.00
January 1, 2028 through December 31, 2028	$1,450.00
January 1, 2029	$1,500.00

Subject to the limitations herein, 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. Except for the increases to the monthly contribution rates contained in this section, if the trustees increase contributions by more than five percent in any twelve (12) month period, the Employer may elect to either continue monthly contributions at the increased rate or opt out of the VHHSBP and enroll Housestaff Officers in the group benefit plan provided to other employees of the Employer. Should the Employer elect to opt out of the VHHSBP, the Employer must notify CIR within 30 days of receiving notice of the increased rate and the Employer shall not switch Housestaff Officers to its group benefit plan until at least 90 days after providing notice to CIR.

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

D. The Employer 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 Housestaff Officers 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 Employer, upon reasonable notice, to confirm any information necessary for the proper administration of the Plan and to ensure that the Employer is remitting the appropriate contributions.

E. The Employer shall provide these lists (cited above in paragraph 4) to CIR in an Excel-compatible spreadsheet, either via email or on a disk. The excel spreadsheet template shall be as follows:

Last Name (family name)

First Name

Middle Name (if any)

Social Security #

Current PGY Level

Date of Hire

Department

Street Address (multiple lines separated by semicolon ";")

City

State

Zip Code

Email

Home Phone #

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

Family status (S for single and F for family)

Date of Birth

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

F. The Employer shall make monthly payments to the VHHSBP on the first of the month for which contributions are due. In the event that any required contributions are not paid when due, the Fund shall be entitled to recover interest on such unpaid contributions after 30 days 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.

G. The Employer shall continue to provide State Disability insurance to its Housestaff Officers.

H. Hepatitis "B" Screening and Vaccine

The Hospital will provide one Hepatitis "B" Screening and Vaccine (specific vaccine to be designated by Housestaff Officer) at no cost to Housestaff Officers who request them, providing the appropriate medical consent forms have been signed. The vaccine shall be administered by physicians designated by the Hospital or affiliated hospitals.

I. Beepers

1. No individual Housestaff Officer shall be required to find coverage for his/her duties, service phone and/or beeper coverage in the event of sudden illness, family emergency or any approved day off prior to the posting of the schedule, provided that the department has the right to require, upon request, proof of emergency (or illness) and the appropriate individual (either attending physician, chief resident or Program Director) is notified. This individual would be responsible for coordinating coverage of the absent Housestaff Officer's duties with appropriate Housestaff.

ARTICLE IX. MEALS

A. A meal allotment shall be provided each month to Housestaff who will be on an overnight and/or weekend call shift.

B. The credit amounts per call shall be $25.

- IM, Surgery, TY = $83 per month
- GI = $23 (no inhouse call)

C. In situations where meals cannot be provided pursuant to this Article, the Housestaff Officer shall be paid the cash equivalent for each on-call duty during that month.

ARTICLE X. UNIFORMS

The Hospital shall provide uniforms and uniform laundering services to all Housestaff Officers at no cost, which shall consist of three (3) personalized coats and Hospital scrubs (3 sets), all in reasonably good repair. Each Housestaff Officer shall be responsible for damage beyond ordinary wear, or for loss or damage, except if such loss or damage should occur after turning the uniform in for laundering.

ARTICLE XI. LACTATION ROOMS

Lactation rooms or other comparable space shall be provided that is appropriate for safe patient care. Lactation rooms should be private, comfortable, and sanitary, expressed breast milk can be stored in the Housestaff Officers lounge refrigerators or in their personal cooler. Any breast milk stored in the refrigerator must be labeled with the name of the Housestaff Officer and the date of expressing the breast milk. Housestaff Officer may store breast pumps and supplies in their lockers.

ARTICLE XII. PROFESSIONAL LIABILITY

1. Bayonne University Hospital will maintain a commercial professional liability insurance policy covering Bayonne University Hospital and all Housestaff Officers ("HSOs") with total limits of no less than $**1** million for each incident and $**3** million in the annual aggregate. This policy must include protection for HSOs against awards or claims reported or filed after the completion of their residency program, if the alleged acts or omissions of the resident are within the scope of the program.

2. Bayonne University Hospital shall at all times indemnify, save and hold Housestaff Officers ("HSOs") harmless against any and all liabilities, loss, damage, costs and expenses, of whatever kind of nature, including counsel and attorney fees, which they may sustain or incur by reason of acts or omissions committed or performed within the scope of their duties for the Bayonne Medical Center and during the course of employment, studies, administrative or committee functions, or responsibilities. Each HSO shall be protected by this coverage regardless of whether the HSO is still employed by Bayonne University Hospital at the time a professional liability claim or lawsuit is made, filed, or served, provided it is arising from acts or omissions within the scope of his/her employment.

3. Each HSO, while on an outside rotation at a different facility, shall be protected from professional liability claims and lawsuits by Bayonne University Hospital's commercial policy. The level of coverage and indemnification provided to HSO's while on an outside rotation shall be the same as the coverage and indemnification provided while at Bayonne ~~Medical Center~~ University Hospital.

4. In the event that any legal action is taken against any HSO for an act or omission herein before set forth, either jointly with Bayonne University Hospital or individually, the Employer shall defend such action at its sole expense, and the HSO shall cooperate with Bayonne Medical Center in the defense thereof. Bayonne University Hospital hereby undertakes to defend any suit against any HSO alleging any act or omission, as hereinbefore provided, and seeking compensatory damages, in whole or in part, in connection therewith, even if all or part of such allegations are groundless, false or fraudulent; and the Bayonne University Hospital shall pay, in addition to any such damages which may be claimed against the HSO, any expenses necessarily incurred by the HSO in connection with the HSO's cooperation with Bayonne Medical Center in the defense thereof and all cost and interest taxed against the HSO. Bayonne University Hospital shall further

pay all premiums on any appeal bonds required in any legal action against any HSO covered hereunder, and all premiums on bonds to release attachments against the HSO and the HSO's property.

5. Bayonne University Hospital will, at the beginning of every residency year, provide every HSO in their employ with a certificate of coverage.

6. Upon request, Bayonne University Hospital shall provide the HSO with a copy of the Declarations Page of the professional liability insurance policy in effect, together with a copy of this Article and a description of Bayonne University Hospital's Risk Management procedures.

7. Upon request, Bayonne University Hospital shall provide CIR/SEIU with a copy of the professional liability insurance coverage applicable to HSOs.

8. This article shall be binding under and shall inure to the benefit of the parties and their respective legal representatives and successors.

ARTICLE XIII. GRIEVANCE PROCEDURE

A. Purpose

The purpose of this procedure is to assure prompt, fair and equitable resolution of disputes concerning terms and conditions of employment arising from the administration of this Agreement by providing the sole and exclusive vehicle set forth in this Article for adjusting and settling grievances. Matters pertaining to non-reappointment shall be grievable under this Agreement only upon the basis of claimed violations involving discriminatory treatment in violation of Article II, Discrimination, or Article VII, Individual Contracts.

B. Definition

A grievance is an allegation by a Housestaff Officer or the CIR that there has been:

1. A breach, misinterpretation or improper application of the terms of this Agreement.

C. Preliminary Informal Procedure

The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance and encourage open communication between Bayonne Medical Center and the Housestaff Officer so that resort to the formal grievance procedure will not normally be necessary.

D. Formal Steps

Step One

If the grievance is not informally resolved, the CIR may file a written request for review with the Program Director within fourteen (14) calendar days after the date on which the act(s), which is the subject of the grievance, occurred, or fourteen (14) calendar days from the date on which the individual Housestaff Officer should reasonably have known of its occurrence. The Program Director shall review the grievance and where he or she deems it appropriate, witnesses may be heard and pertinent records received. The hearing shall be held within fourteen (14) calendar days of receipt of the grievance, and the decision shall be rendered in writing to the Housestaff Officer within fourteen (14) calendar days following the conclusion of the review.

Step Two

If the CIR is not satisfied with the disposition of the grievance at Step One, the CIR may appeal to the Vice President, Medical Affairs and/or the Vice President of Human Resources and the Chairman, Department of Family Medicine within fourteen (14) calendar days of receipt of the Step One decision. Hearings must be scheduled within fourteen (14) calendar days, excluding holidays, of receipt of the appeal. The decision shall be rendered in writing to the Housestaff Officer and the CIR representative within fourteen (14) calendar days from the conclusion of the hearing.

Step Three

If the grievance is not resolved at Step Two, the CIR may, upon written notification to the Vice President for Human Resources or his/her designee, appeal the Step Two decision to arbitration. Said notice must be filed with the American Arbitration Association within twenty-one (21) calendar days following receipt of the Step Two decision. The arbitrator shall conduct a hearing and investigation to determine the facts and render a decision for the resolution of the grievance. The parties agree that the decision of the arbitrator shall

be final and binding. The arbitrator shall neither add to, subtract from, modify, or alter the terms and provisions of this Agreement or determine any dispute involving the exercise of a management function which is within the authority of Bayonne Medical Center as set forth in Article III (Management Rights). Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted. The arbitrator shall not substitute his or her judgment for academic or medical judgments rendered by the persons charged with making such judgments, nor shall the arbitrator review such decisions except for the purpose of determining whether the decision has violated this Agreement.

E. Procedural Rules

1. A grievance must be filed at Step One within fourteen (14) calendar days from the date on which the act which is the subject of the grievance occurred or fourteen (14) calendar days from the date on which the individual Housestaff Officer should reasonably have known of its occurrence.

2. Where the subject of a grievance suggests it and where the parties mutually agree, such grievance may be initiated at, or moved to, Step Two of this process.

3. Time limits provided for in this Article may be extended by written mutual agreement of the parties at the level involved.

4. No reprisal of any kind shall be taken against any Housestaff Officer who participates in this grievance procedure.

5. Where a grievance directly concerns and is shared by more than one Housestaff Officer, such group grievance may, upon mutual agreement, properly be initiated at the first level of supervision common to the several grievants. The presentation of such group grievance will be by the appropriate CIR representative(s) and one of the grievants designated by the CIR. A group grievance may be initiated by the CIR. Where individual grievances concerning the same matter are filed by several grievants, it shall be the option of Bayonne Medical Center to consolidate such grievances for hearing as a group grievance provided the time limitations expressed elsewhere herein are understood to remain unaffected.

6. Should a grievance not be satisfactorily resolved, or should the employer not respond timely as prescribed above either after initial receipt of the grievance or after movement of the grievance to Step Two, the grievant may exercise the option within twenty-one (21) calendar days to proceed to the next step.

7. If, at any Step in the grievance procedure, Bayonne Medical Center's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed and there shall be no further appeal or review.

ARTICLE XIV. DISCIPLINARY ACTION

A. Housestaff Officers may only be disciplined or discharged for just cause. Disciplinary actions shall be grievable, and in the event the involved Housestaff Officer files a grievance, the burden of proving just cause shall be upon the Employer.

B. Except in the case of misconduct warranting removal from clinical duties, suspension or termination, Bayonne Medical Center shall give five (5) working days advance notice, in writing, of any intended disciplinary action to the affected Housestaff Officer and the CIR. The notice shall state the nature and extent of discipline and the specific allegations against the Housestaff Officer.

C. If it is later discovered that the Housestaff Officer was wrongfully removed from service, the Housestaff Officer shall be reinstated with full backpay. In addition, if the Housestaff Officer, as a result of the wrongful removal from service, is required to work beyond the end of the residency year to complete his or her residency, the Housestaff Officer shall remain on payroll until such time as the residency has been completed.

D. Appeals of disciplinary actions shall be presented at Step Two of the Grievance Procedure, Article XIII. Such appeals shall be made within fourteen (14) calendar days of receipt of the charges and disciplinary penalty. A hearing must be held within fourteen (14) calendar days, excluding holidays, or receipt of the appeal.

E. The Step Two decision by the Vice President of Human Resources or his/her designee may be appealed to arbitration by filing with the American Arbitration Association. Such an appeal must be filed within twenty-one (21) days of receipt of the written Step Two decision.

F. Arbitration decisions in disciplinary actions shall be made in accordance with Article XIII, Step Three.

ARTICLE XV. UNION RIGHTS

A. Representation Lists

On May 1st of each year, the Hospital shall make available to the Union a list of Housestaff Officers' names, addresses, PGY levels and specialties.

B. Membership Packets

The Union may supply membership packets which contain information for distribution to new employees, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the Hospital and the Union. The Hospital agrees to distribute such membership packets to new employees during the initial phase of employment and to other employees when necessary.

C. Bulletin Boards

1. The Hospital shall provide a glass-enclosed, locked bulletin board in a convenient place in a general working area on Hospital property to be used exclusively by the Union.

2. The Union shall limit its postings to notices, bulletins, reports, meeting announcements, social and recreational events, achievements, and similar materials which shall not contain any profane or obscene matter or be defamatory to any individual, the State or the Hospital. The Union shall not post-election campaign materials. Postings shall be signed by an authorized representative of the Union or the organizational origin shall be set forth.

3. Any material which the Hospital alleges to be in violation of the conditions above shall be promptly removed. Any disputes as to the appropriateness of any posting may be initiated as a grievance at Step Two or submitted to the Hospital's Human Resources Department for determination.

D. Distribution of Literature

1. Space will be provided in a central location at the Hospital where Union literature, which is consistent with the provision C above or which is otherwise approved by the Hospital, may be placed so that employees may pick up copies.

2 The Union shall have the right to distribute literature, which is consistent with the above or which is otherwise approved by the Hospital, through the Hospital's mailboxes.

E. Transmittal of Materials

The Hospital will cooperate in allowing CIR to utilize any internal messenger services between the various locations where Housestaff Officers are assigned, provided that such use will not affect the operations of the Hospital. The Hospital will advise CIR of the procedures to be followed in seeking the use of messenger services. Nothing herein shall be construed as requiring that the Hospital undertake distribution of materials on behalf of CIR to members of the bargaining unit.

F. Access to Premises

1. The CIR representatives shall be admitted to Hospital facilities to meet with Housestaff Officers on Union business.

2. Requests for such visitation rights shall be directed reasonably in advance to the Hospital's Human Resources Department and shall include the purpose of the visit, and proposed time and date. Permission for such visits shall not be unreasonably withheld. Upon entering the Hospital, the CIR representative will present to the main Hospital Security Office to obtain a visitor's pass.

3. The Hospital will designate appropriate places for visitations, provided space is available, and further, provided the visitations do not interfere with or disrupt the normal operations of the Hospital, or violate any security restrictions.

G. Release Time

1. <u>New Hire Orientation Release</u>
   New Hire Orientation: Upon advance request, for each new hire orientation session, up to four (4) Residents per session shall be granted release time to participate in New Residents orientation sessions. This release will be excluded from Vacation Time and Paid Time Off.

   <u>2. Convention Release</u>

   CIR National Convention: Upon an advance notice of at least thirty (30) days, the Hospital will release from work and not schedule up to 4 residents elected CIR delegates for duty so that they can attend the CIR annual convention. This release will be excluded from Vacation Time and Paid Time Off.

3. Executive Committee Release

CIR Executive Committee: Upon advance request of at least sixty (60) days, the Hospital will make reasonable efforts to not schedule one (1) Union member elected or appointed to CIR's Executive Committee for duty so that they can attend the aforementioned committee's quarterly meetings. This release will be excluded from Vacation Time and Paid Time Off.

H. Orientation

During orientations for new Residents, the Union shall be granted sixty (60) minutes at the beginning of the meeting to give a presentation on the Union, the benefits of Union membership, and the collective bargaining Agreement. The Union shall be provided the use of one information table at or near orientation. The Union must be provided with a schedule of annual, general orientations at least two weeks in advance.

ARTICLE XVI. EMPLOYEES' SECURITY

A. The Hospital will notify each Housestaff Officer affected and CIR/SEIU:

1. As soon as reasonably possible of a decision to discontinue any training program for any reason;

2. As soon as reasonably possible upon receipt from the ACGME or AOA of any notification regarding non-accreditation or probation or similar change in the professional status of any training program;

3. As soon as reasonably possible of a decision of a merger, closure, or a significant 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, the Hospital will make a good faith effort to place affected Housestaff Officers in other accredited residency programs of the same specialty by placing a notice on Listserv of HSO(s) availability.

C. At the time the Hospital informs Housestaff Officers of a termination, transfer, or reduction of a residency program, the Hospital shall provide a list of resources including contact names, addresses and phone number which may be helpful in HSOs' search for placement.

D. For each Housestaff Officer who is prevented from finishing their training at the Hospital by program closure, the Hospital shall temporarily release the slots and the attached GME funding until each Housestaff Officer has completed their residency training.

E. For Housestaff Officers continuing in a program for which accreditation is lost and an appeal is still pending, the Hospital will maintain levels of training, and continue to provide rotations required for certification. The Hospital shall take all reasonably appropriate steps to try to gain full accreditation for the program, to encourage Housestaff to remain in the program during that time, and shall balance the service needs of the department with the professional goals of the Housestaff Officer involved.

ARTICLE XVII. OUTSIDE EMPLOYMENT

A. Moonlighting by Housestaff Officers shall be permitted with the permission of the Program Director and DME. Permission to moonlight shall not be unreasonably denied, provided that it does not impinge upon or interfere with the Housestaff Officer's performance of his/her required duties or with his/her educational obligations or violate duty hour limitations.

B. To the extent possible, the Employer shall meet with the Union to discuss any changes to moonlighting policies and/or opportunities at least ninety (90) days prior to implementation. The Employer shall give Housestaff Officers written notification of any change to the Moonlighting Policy and the effective date of the change at least seven (7) days prior to implementation.

ARTICLE XVIII. ACCESS TO PERSONNEL FILES

A. An employee who makes a written request to the Program Director to examine his/her central personnel file shall be granted the opportunity to do so within a reasonable period which shall be five (5) days except where circumstances as to the location and/or work schedule of the employee make that time period impractical. The Hospital shall honor the employee's request for a copy of documents in the file.

B. The Hospital shall have the right to have such review and examination take place in the presence of a designated representative of the Hospital or department in question. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to him/her. Such response will be included in his/her permanent personnel file and will be attached and retained with the document in question. If any material, derogatory or adverse to the employee is placed in the file in question, a copy of such material shall be sent to the employee within two weeks.

ARTICLE XIX. ON-CALL ROOMS, LOCKERS AND FATIGUE MITIGATION

A. The Hospital shall provide and maintain adequate on-call rooms for use by Housestaff Officers while on duty. All on-call rooms will be maintained in accordance with reasonable health and sanitation standards. The Hospital will make a reasonable effort not to require Housestaff Officers of different sexes to use the same on-call room, at the same time. Where on-call rooms are equipped with locks, the assigned Housestaff Officer will be given a key for the time of the room assignment.

When on-call rooms are being repaired or facility construction renders them uninhabitable, the hospital shall provide reasonable notice to the Union and comparable alternate rooms.

B. In Hospital owned and operated facilities, the Hospital shall provide each Housetaff Officer with access to a secured locker for their personal belongings. The Program Director shall strongly encourage the other institutions which the Housestaff rotate through, to supply a secured locker to each Housestaff Officer.

C. In the event a Resident is too fatigued to drive home safely at the end of a shift, the Resident has the following options:

a.) Sleep in an available call room until able to drive safely;

b.) At the end of a 24 hour shift, at St. Joseph's University Medical Center and University Hospital, a Housestaff Officer will have the option to utilize a taxi or other transportation service (e.g., Uber, Lyft) to take the Resident to and/or from the hospital and to and/or from their verifiable home address. The Resident is entitled to seek reimbursement from the Hospital for the cost of the transportation. The Hospital may impose reasonable rules to verify the use and cost of transportation under this Article. Payments will be made within thirty (30) days of submission of the receipts by the Resident.

ARTICLE XXI. PARKING

1. **PARKING**

The hospital shall provide parking free of charge while assigned to Bayonne Medical Center.

2. **SAFETY**

Whenever an employee observes a condition which he or she feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, the employee shall report such observation which will be promptly investigated.

Where a hazard exists which endangers the employee, he or she shall not be required to work where that condition exists. Such employee may be promptly assigned on an interim basis to other

comparable work which the employee is qualified to perform.

It is understood that references to safety and health hazards and conditions of work referred to in this Article are not intended to include those hazards and risks which are an ordinary characteristic of the work or are reasonably associated with the performance of an employee's responsibilities and duties. However, this is not intended to eliminate the Hospital's general obligations for the safety and health of such employees as set forth in other provisions of this Article.

The provisions of this Article shall be grievable under Section B.2 of Article XIV.

ARTICLE XXII. CONFERENCE REIMBURSEMENT

All Housestaff Officers who present at conferences which are approved for GME credits will be entitled to reimbursement for expenses related to such presentations up to $1,000 per academic year~~,~~ except in the case of third year residents for whom reimbursements for reasonable conference expenses as required for the program will not exceed four thousand dollars ($4,000)~~.~~ It is understood that related expenses be consistent with the Hospital's travel reimbursement policy and will include but not be limited to travel, materials, registration fees, lodging and food. Reimbursement for additional related fees shall be subject to approval by the Program Director.

"Presenting" is defined as the presentation of a paper to an audience as specified in the program or as a first author of a poster. The presenter will be reimbursed for only one presentation per poster. The "reimbursement term" would be the day before, the day of and the day after the conference. Exceptions can be made with the approval of the Program Director and the DME.

All requests for presentation reimbursement must be submitted at least 1 month prior to the presentation. Requests shall not be unreasonably denied. The DME makes the final and binding decision.

The above shall not affect an existing practice in which a program reimburses for fees and expenses in addition to what is described. All policies are contingent upon adherence to AOA rules for duty hours as it relates to residents who remain on-site.

ARTICLE XXIII. LICENSURE

A. In compliance with New Jersey State Board of Medical Examiners as defined in its statutes N.J.S.A. 13:35-1.5, all Housestaff at the PGY-6 level or above are required to obtain a NJ State medical license. The Program will pay NJ State Licensing, CDS and DEA fees of any Housestaff Officer employed at the Hospital.

B. The Hospital provided BLS, ACLS, and PALS courses and re-certification courses will be provided at no cost to the Housestaff Officer as required to take as part of their training. The Hospital will reimburse the Housestaff Officer for the cost of the course, if not provided by a CarePoint Health facility. However, if time constraints do not permit a Housestaff Officer to take a course at a CarePoint Health facility, the Hospital will reimburse the Housestaff Officer for the cost of the course up to the Hospital's cost.

C. The Program will pay costs associated with required background checks, such as fees for fingerprinting, with a one timecap of $75 per Housestaff Officer on Bayonne Medical Center payroll.

D. The Hospital will continue to reimburse for all fees for the USMLE Step III and COMLEX exams.

ARTICLE XXIV. MISCELLANEOUS

Business Cards:

The Hospital shall provide business cards to all Housestaff Officers who work in outpatient settings who request them or whose Departments require them. The cards will only be supplied one time during their residency program.

Library and Computers:

As soon as possible, but no later than two years after the ratification of this contract, all medical libraries, on-call suites, and Housestaff lounges in Bayonne Medical Center owned facilities shall be equipped with computers with access to the internet, access to on-line library resources, and working printers. In on-call suites, there shall be at least one computer station for every four on-call rooms. Bayonne Medical Center will exercise its best efforts to ensure that non-Bayonne Medical Center owned facilities meet this standard.

ARTICLE XXV. SUCCESSORSHIP

The Hospital shall notify CIR at least thirty (30) days in advance of any takeover, sale, assignment, transfer, merger, reorganization, consolidation or other change of ownership, operation or management by the Hospital of its residency programs. This shall include any and all instances in which the Hospital and an affiliate terminate an affiliation.

ARTICLE XXVI. SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law or not subject to collective negotiations or has the effect of making Bayonne Medical Center ineligible for Federal funds, then such provision or application shall be deemed invalid and void, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event of the above circumstances, at the request of the Employer or Union, the parties shall bargain in good faith over the matter at hand either to agreement or impasse without the right to strike, picket or lock out in support of their positions.

ARTICLE XXVII. COMPLETE AGREEMENT

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except that proposed new rules or modification of existing rules governing working conditions shall be presented to the CIR and negotiated upon the request of the CIR as may be required pursuant to the National Labor Relations Act, as amended.

It is understood and agreed that any provision of this Agreement which requires amendment to existing law or the appropriation of funds for their implementation shall take effect only after the necessary legislative action.

Any policy, practice, rule or regulation of the Hospital pertaining to wages, hours and terms and conditions of employment, which is in conflict with any provision of this Agreement, shall be considered to be modified consistent with the terms of this Agreement.

ARTICLE XXVIII. TERM OF AGREEMENT AND RENEWAL

This agreement shall remain in full force and effect through June 30, 2029 The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement within 120 days. Such notice shall be given to the other party in writing by certified mail of any subsequent year for which this Agreement was automatically renewed. Official notice to the Hospital shall be directed to the President of the Hospital with a copy to the Hospital's Human Resources department. Official notice to the CIR shall be directed to the President of the CIR.

IN WITNESS WHEREOF, Bayonne University Hospital and the Committee of Interns & Residents, have caused this Agreement to be signed by their duly authorized representatives as of this June 9, 2025.

This agreement is subject to ratification of the hospital and the CIR membership.

Bayonne University Hospital

6/11/26

Committee of Interns and Residents/SEIU

Susan Naranjo (Jun 9, 2026 16:08:27 PDT)

Elizabeth Reid

Committee of Interns & Residents/SEIU

National Office

520 Eighth Avenue, Suite 1200

New York, New York 10018

ph: (212) 356-8100

fx: (212) 356-8111

info@cirseiu.org www.cirseiu.org



Committee of Interns & Residents/SEIU

National Office

10-27 46th Avenue, Suite 300-2

Long Island City, NY 11101

ph: (212) 356-8100

fax: (212) 356-8111

www.cirseiu.org