Collective Bargaining Agreement

between

Committee of Interns and Residents

and

St. John's Episcopal Hospital

November 6, 2026

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Article 1 Recognition

The Hospital recognizes Committee of Interns and Residents/SEIU as the exclusive collective bargaining representative for all interns, residents and fellows employed by the Hospital and wherever assigned. Persons in such titles are hereinafter referred to as "Housestaff Officers."

Article 2 Salaries and Differentials

1. The appointment of a Housestaff Officer shall be based on the Housestaff Officer's appropriate Post Graduate Year (hereinafter "PGY"), which shall be determined as follows:

   (a) A Housestaff Officer who has not completed at least one year of service in an ACGME-AOA-CPME accredited training program shall be placed at the PGY-1 level.

   (b) A Housestaff Officer who has completed one or more years of service in an ACGME-AOA-CPME accredited training program shall be placed at the PGY level which equals 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). A Housestaff Officer required to spend a prerequisite period of service in an ACGME-AOA-CPME training program in a specialty other than that in which the Housestaff Officer is serving shall be classified on the basis of cumulative years of such service. However, no Housestaff Officer shall be advanced beyond the PGY-2 level for prior service in any non-ACGME-AOA-CPME accredited training program in another specialty area.

   (c) When some or all of the prior service of a Housestaff Officer has been in a non-accredited training program (s) he shall at a minimum be classified at the PGY level appropriate to the years of service (s) he has completed in an ACGME-AOA-CPME accredited training program in the current specialty area. Additional credit, if any, for non-ACGME-AOA-CPME accredited training programs to be granted in establishing the appropriate PGY level for a Housestaff Officer shall be determined by the Housestaff Officer and his/her Director of Service at the time of appointment.

   (d) Prior training in a different specialty does not allow for advanced pay or a higher designation unless advanced standing is given. Housestaff who are already entitled to a higher rate after switching specialties, under the prior Agreement, will retain their rate and continue to progress as normal.

2. A year of service in a training program as herein referred to shall mean a year of service in a training program which has been certified as having been completed by the appropriate Hospital authority.
3. A Housestaff Officer who, during the term of this Agreement, successfully completes his/her service for a year and is re-appointed to serve for an additional year shall be advanced to the next higher PGY.
4. The salary levels for all Housestaff Officers as of November 1, 2021 shall be established as follows:

PGY Level	11/1/2024	11/1/2025	11/1/2026	11/1/2027
	Current	4.00%	4.00%	4.00%
PGY 1	$89,475.63	$93,054.66	$96,776.84	$100,647.92
PGY 2	$95,945.79	$99,783.62	$103,774.97	$107,925.97
PGY 3	$103,472.48	$107,611.38	$111,915.83	$116,392.47
PGY 4	$107,610.52	$111,914.94	$116,391.54	$121,047.20
PGY 5	$111,916.35	$116,393.00	$121,048.72	$125,890.67
PGY 6	$116,404.55	$121,060.73	$125,903.16	$130,939.29

5. Effective November 1, 2025, each House Staff Officer shall receive a 4% increase and PGY base rates shall be adjusted accordingly.
6. Effective November 1, 2026, each House Staff Officer shall receive a 4% increase and PGY base rates shall be adjusted accordingly.
7. Effective November 1, 2027, each House Staff Officer shall receive a 4% increase and PGY base rates shall be adjusted accordingly.
8. Effective 1/1/2014, each Chief Resident shall receive for his/her service as such additional pay of $3000 for the period of his/her service as Chief Resident.

Article 3 Health and Welfare Benefits VHHSBP/Voluntary Hospitals House Staff Benefits Plan

1. 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 dependants to the Voluntary Hospitals House Staff Benefits Plan (VHHSBP) on the first day of each month. The contributions shall be made for the purpose of providing each Housestaff Officer and their eligible dependants with hospital, medical, major medical, dental, life (partic-

ipant 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").

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

Effective Date	Applicable Monthly Contribution Rate for each Housestaff Officer
1/1/2017	$832
1/1/2018	$899
1/1/2019	$971

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

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

4. The 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, reports 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.

5. The employer shall provide these lists (cited above in paragraph 4) to CIR/SEIU in an Excel-compatible spreadsheet, either via email or on a disk. The excel spreadsheet template shall contain the following information:

   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.

6. 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 as well as such other amounts and remedies as are available to employee benefit funds under the Employee Retirement Income Security Act.

Article 4 Meals

1. Each Housestaff Officer shall be paid a meal allowance of $1,800 per annum, prorated bi-weekly.
2. The Hospital agrees to provide a free snack at night for Housestaff Officers who are on duty at the Hospital. The snack shall include coffee, tea, sandwiches, fruit, cookies and juice. The Hospital agrees to provide kosher, halal, and vegetarian options on advance request.
3. The Hospital will provide residents access to potable water during all working hours.

4. The Hospital will deliver snack boxes daily to the resident lounge for resident physicians.

Article 5 Parking/Travel Expenses

1. The Hospital shall reimburse up to $400 per calendar month for transportation to Hospital-mandated off-site rotations, except that the Hospital shall reimburse up to $1,250 per calendar month for transportation to Hospital-mandated off-site rotations in Manhattan or New Jersey. Reimbursable expenses shall include mileage, tolls, parking, ride share services, and public transit. Commuting expenses to the main EHS hospital are not reimbursable, nor is travel to sites that are within 10 miles (one way) of the main EHS hospital by road.
2. In addition to the above reimbursements, Housestaff Officers who are too fatigued post call to safely return home from work will be reimbursed for reasonable use of ride share services.
3. Reimbursements must be submitted within 60 days of incurring expense and are to be reimbursed within 60 days upon receipt. Mileage will be reimbursed at the current IRS rate for travel to and from the facility.

Article 6 Medical Education Benefits

1. The Hospital shall provide BCLS, ACLS, ATLS, PALS, MKSAP and NALS courses for certification and re-certification for each House Staff Officer where applicable to their training. House Staff Officers shall be paid for time of course attendance, which shall be within their normal and scheduled work hours. Certification and re-certification shall be mandatory. The Hospital shall reimburse for hospital mandated medical licenses. Each House Staff Officer shall receive an education allowance each year to be used for the purchase of books, journals, CD ROMs, NY state mandated licenses and NJ state mandated licenses (for those residents who rotate to NJ), audio visual tapes, cassettes, equipment, personal data assistants, conference tuition and/or registration fees and reasonable expenses for travel and lodging, board fees or board review courses and educational/professional software.
2. Effective July 1, 2026, the education allowance shall be $1,950 per academic year. The reimbursement if not used may be accumulated from year to year. Reimbursements shall be processed within 2 months of being received by the department.
3. Conference & Learning Reimbursement

The parties recognize that education is a key component of residency and that participation in professional conferences, board review courses, and continuing education courses are important learning opportunities for housestaff.

The hospital will provide conference & learning reimbursement of up to $1,000 per housestaff officer per academic year to attend professional conferences, subject to the approval of the Chairperson, Program Director, or designee. Reimbursements shall be processed within 2 months of being received by the department.

Article 7 Paid Safe and Sick Leave / Other Leave

1. **Sick Leave**

   (a) Effective with the first day of employment and on each annual anniversary date thereafter, each Housestaff Officer shall be credited with twelve (12) sick days (which may be accumulated to 48 days). Accumulated sick days may be used when a Housestaff Officer is sick or injured. A Housestaff Officer who leaves the employment of the Hospital shall repay to the Hospital any sick leave pay received in excess of one day for each month or part thereof employed. Such monies may be deducted from any monies due to the Housestaff Officer.

   (b) An Annual report of sick leave shall be made available upon request.

   (c) Housestaff Officers will not be required to make up on-calls missed while on sick leave. In accordance with New York City's Safe and Sick Leave Law, Housestaff Officers will not be required to provide a doctors' note for an absence of less than three consecutive days, including days surrounding holidays.

   (d) The hospital will provide house staff with paid sick time under the provisions of the New York City Safe and Sick Leave Act. An employee can use safe and sick leave when:

      (i) You have a mental or physical illness, injury, or health condition; you need to get a medical diagnosis, care or treatment of your mental or physical illness, injury, or condition; you need to get preventive medical care.

      (ii) You must care for a family member who needs medical care or treatment, care or treatment of a mental or physical illness, injury, or health condition, or who needs preventative medical care.

(iii) If the hospital and its satellite location close due to a public health emergency (as declared by the Commissioner of the New York City Department of Health and Mental Hygiene or Mayor) or you need to care for a child whose school or child care provider closed due to a public health emergency.

(iv) You or a family member may be the victim of any act or threat of domestic violence or unwanted sexual contact, stalking, or human trafficking and you need to take the actions necessary to restore the physical, psychological, or economic health or safety of you or your family members or to protect those who associate or work with you.

2. **Bereavement Leave**

(a) In the event of death of a Housestaff Officer's mother, father, spouse, brother, sister, child or grandparent the Housestaff Officer is entitled to receive three (3) working days leave without loss of pay for the purpose of attending the funeral services or arranging for burial. Such three days must be taken consecutively within a reasonable time of the day of death or funeral and may not be split or postponed. In the event of the death of a father-in-law or mother-in-law, one (1) day shall be granted.

(b) Upon request, a Housestaff Officer shall be able to use sick leave, if available, in the event travel is required in excess of 200 miles. The length of the paid leave shall be agreed upon prior to the Housestaff Officer's departure.

(c) Housestaff Officers will not be required to make up on-calls missed while on bereavement leave.

3. **Holidays**

(a) All Housestaff Officers will be entitled to the following holidays off:

(i) New Year's Day
(ii) Martin Luther King's Birthday
(iii) Washington's Birthday
(iv) Memorial Day
(v) Juneteenth
(vi) Independence Day
(vii) Labor Day
(viii) Thanksgiving
(ix) Christmas

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

(c) All Housestaff Officers requested and/or required to work on any of the above listed holidays as celebrated by the Hospital, shall be provided with an alternate day off which is acceptable to both the Program Director and the Housestaff Officer. The alternate day must be arranged within 30 days after the worked holiday. If no alternate day can be arranged, then the resident must be paid an additional day's pay by the next pay period.

4. **Personal Days**. Effective with the first day of employment and on each annual anniversary date thereafter, each House Staff Officer shall be credited with four (4) personal days off with pay for each twelve months of employment. Personal days shall be approved by the House Staff Officer's Program Director or designee (subject to approval by no more than 2 designees decided by the Program Director), such approval shall not be unreasonably denied. Such days must be used or lost within the twelve month period.

5. **Miscellaneous Leave Time**. Time off with pay for licensure, specialty and examinations relating to the training program shall not be unreasonable denied for up to a maximum of two (2) days for no more than one (1) examination per year. Approval to take the examination shall be at the discretion of the Program Director. Interview Leave shall be set at two (2) days per academic year for senior residents. Other residents may be eligible for Interview Leave on a case-by-case basis. Residents may also use personal days and vacation days for interviews. Residents must request leaves for interviews at least two (2) weeks in advance. Residents are responsible to remain compliant for Board certification.

6. **Family and Medical Leave**. Consistent with the Family and Medical Act of 1993, eligible persons covered by this Agreement may be entitled to twelve (12) weeks of unpaid medical leave for serious illness or serious illness of said person's spouse, partner or child and up to twelve (12) weeks of unpaid family leave for the birth or care of a child, for adoption of a child under age eighteen (18) or foster care placement of a child under age eighteen (18). All applications for FMLA must comply with the Hospital's policies and procedures governing such leave. Housestaff Officers returning from family leave may be required to complete missed rotations in order to become board eligible or complete their training program. Should a department require a Housestaff Officer to complete missed rotations, the Hospital shall compensate the Housestaff Officer at his/her current PGY

level and provide malpractice coverage and all other applicable hospital benefits. Vacation and Sick time may be used during FMLA.

7. In addition to the above stated FMLA benefits the following shall apply:

   (a) **Maternity/Paternity Leave**.

   Fully Paid medical, Parental, and caregiver leave is provided one time during residency for six (6) weeks. Parental Leave must be taken within one (1) year of birth, placement, or adoption of child and must be completed within one year of birth, placement, or adoption of child. Vacation and sick leave may be used to meet this requirement, but one week of leave must remain at the end.

   Housestaff Officer's shall be eligible for six weeks paid disability leave and up to six months of unpaid maternity leave. Each Housestaff Officer shall be eligible for one (1) day of paid paternity leave for the birth or adoption of a child. Upon request, and to the extent possible, pregnant Housestaff Officers shall be assigned electives and rotations appropriate to their condition. To the extent possible, patient assignments shall be made that limit exposure to radiation and chemicals, which may be harmful to the fetus and mother. Such requested changes shall be in conformity with the rules of the Housestaff Officer's specialty board and within the constraints of the program.

   (b) **Marriage Leave**. A Housestaff Officer shall be paid his/her regular pay for three (3) working days absence for marriage leave provided that reasonable notice is given and or that the days are taken consecutively and at the time of the marriage.

8. At no time shall any Housestaff Officer exercising a contractual right to use leave time, as defined in Sections 1 through 7 of this Proposal, be required to arrange for alternate coverage. At no time shall House Staff Officers be required to make up contractually guaranteed leave time, unless necessitated by appropriate specialty board to meet graduation requirements.

9. The Hospital shall make a good faith effort to re-arrange the work schedule of a maximum of four (4) CIR Representatives so they may attend the annual CIR convention. CIR shall provide at least forty five (45) days notice to the Hospital of the dates of the annual CIR convention. CIR Representatives shall attend the convention on their own time.

10. **Effect of Disability Leave**

   (a) Pregnant and temporarily and partially disabled Housestaff Officers may continue to work as long as they perform their duties in such a way as to meet

satisfactory levels of performance before they use paid and unpaid leave time, and such work is permitted by their private physician.

(b) After a disability leave, residents shall return to their programs retaining the same status held at the beginning of the leave with any accrued time as may be allowed by their Program Director as subject to the ACGME and AOA. The Program Director, in accordance with AOA or ACGME guidelines, will be responsible for determining whether the length of any disability leave will affect a Housestaff Officers training credit for the contract year.

11. **Substantiation for Use of Leave**. The Hospital shall require proof to substantiate the need for any of the leaves provided by this Article. However, the resident must use sick leave for two (2) or more consecutive work days before the Hospital may require proof to substantiate the need for the utilization of sick leave.

12. **Paid Family Leave**

(a) Eligible employees will be entitled to Paid Family Leave: (i) To care for a family member (child, stepchild, parent, stepparent, parent-in-law, grandparent, grandchild, spouse or domestic partner) with a "serious health condition." A "serious health condition" is an illness, injury, impairment, or physical or mental condition that involves inpatient care in a hospital, hospice, or residential health care facility, or continuing treatment or continuing supervision by a health care provider. (ii) To bond with a child during the first twelve (12) months after birth or placement for adoption or foster care. PFL begins after the birth of a child and is not available for prenatal care. or (iii) Because of any qualifying exigency arising from the fact that an employee's spouse, domestic partner, child or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces of the United States.

(b) Leave under the PFL may be taken in consecutive blocks of time or on an intermittent basis (in increments of no less than one day).

(c) Employees are entitled to participate in Paid Family Leave after completing twenty-six (26) consecutive weeks of employment.

(d) Time spent on paid vacation, sick, or personal days shall be counted toward an employee's eligibility determination.

(e) An employee must provide at least 30 days' notice before leave is to begin if the qualifying reason for leave is foreseeable. When not foreseeable, an employee must provide notice as soon as practicable.

(f) An eligible employee who wishes to take PFL must submit his/her application to the appropriate insurance carrier and comply with applicable certification requirements of the need for the leave. Additional documentation (such as military orders) may also be required, as permitted by law. The Employer will complete the employer portion of the PFL application.

(g) Employees taking PFL on an intermittent basis (e.g., on certain days, as opposed to a consecutive block of time) must provide notice as soon as practicable before each day of intermittent leave (or as otherwise agreed to between the employee and employer).

(h) If an employee's application for Paid Family Leave is approved, PFL benefits will be paid by the insurer. The Paid Family Leave law provides for PFL benefits and leave duration to phase in over the next few years as follows:

Effective Date	**Maximum Length of PFL**	**Amount of PFL Benefits** (% of employee's average weekly wage)	**Maximum Amount of PFL Benefits Payable** (% of average weekly wage)
January 1, 2020	10 weeks	60%	60%
January 1, 2021	12 weeks	67%	67%

Intermittent PFL must be taken in full day increments, as required by law.

The Employer may choose to seek reimbursement from its PFL insurance carrier for the paid leave benefits it provides under its policies during any period of PFL leave, to the extent permitted by applicable law. While on Paid Family Leave, employees will not continue to accrue sick or vacation time.

(i) **Relationship with Other Types of Leave**

If the grounds for an employee's leave under the PFL also qualify for leave under the Family and Medical Leave Act (FMLA) (and the employee's leave is designated as FMLA leave), PFL will run concurrently with designated FMLA leave. Eligible employees must then apply for both PFL and FMLA.

Where PFL and FMLA run concurrently, employees will be required to apply their available paid time off in accordance with the Employer's FMLA policy and applicable law. Employees may not receive short term disability and Paid Family Leave benefits at the same time. Employee may not take more than

twenty-six (26) combined weeks of short term disability and Paid Family Leave in a fifty-two (52) week period.

If an employee is unable to work and qualify for Worker's Compensation Benefits, the employee is not eligible to receive Paid Family Leave benefits at the same time the employee is receiving Workers' Compensation benefits.

(j) In accordance with the Family Paid Leave Law, PFL benefits are funded through payroll deductions at a prescribed amount from each eligible employee.

(k) If an employee works in a state where the Family Paid Leave Law is greater than the one defined above, that benefit will be given to that employee.

Article 8 Vacations

1. Housestaff Officers shall be entitled to four (4) weeks paid vacation each year prorated based on the number of months worked. Housestaff Officers shall be permitted to split vacation time or use it as a whole unit at the discretion of the Program Director.
2. Vacation time must be used during the year it is earned and does not carry forward.
3. Scheduled vacation time may be limited in the case of an emergency situation, where the Hospital is left short of Housestaff. Before the Hospital limits a Housestaff Officer's vacation, they must first choose from volunteers, or chief residents to fill those slots. The Hospital shall reimburse the Housestaff Officer for any documented non-refundable expenses he/she incurred due to the rescheduling of vacation time. Any lost vacation may be carried forward or paid out at the discretion of the Housestaff Officer.

Article 9 CIR/SEIU Dues and Security

1. It shall be a condition of employment that all House Staff Officers covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on or by the 31st day following the effective date of this Agreement, whichever may be later, become and remain members in good standing of the Union. It shall also be a condition of employment that all House Staff Officers covered by this Agreement and hired on or after its effective date or the execution thereof, whichever may be later, shall on or after the 31st day following the beginning of such employment become and remain members in good standing of the Union. For the purpose of this Agreement,

"good standing" shall consist of the payment of periodic dues as uniformly required by the Union as a condition of membership, or pay an agency fee to the Union.

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

3. CIR/SEIU 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 monthly from the paycheck of each Housestaff Officer, 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 30th day of the month after they are collected.

4. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and CIR/SEIU agrees that it will indemnify and hold the Employer harmless for any claims, judgments, actions or proceedings including attorney's fees and court costs, made by any Housestaff Officer 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.

5. The Hospital shall permit a CIR/SEIU representative to be included in the Hospital's Orientation Program for new Housestaff Officers. This will include the allotment of at least $\frac{1}{4}$ hour to address the new Housestaff Officers and to distribute handouts. In addition, the Union will be given a table and be allowed to disseminate information concerning CIR/SEIU and it's benefits to new Housestaff. Each year, the Hospital shall provide to CIR/SEIU a list by department of all new interns, residents and fellows at least two (2) weeks prior to orientation. As soon as the initial contract is signed, CIR/SEIU representatives will be provided with space to meet with all Housestaff Officers, so long as it does not interfere with their duties and obligations to the Hospital or their academic training.

6. By July 15th of each year, the Hospital shall forward to CIR/SEIU a current list of Housestaff Officers in the bargaining unit, compiled from the Hospital's records, which list shall include designation by post graduate years, and fellowship titles, if any, and home or mailing address. Changes to such list shall be forwarded to CIR/SEIU quarterly.

7. The Hospital shall provide a bulletin board in a visible location for use by CIR/SEIU.

Article 10 Out of Title Work

Housestaff Officers in both Inpatient and Outpatient Services shall not regularly or recurrently be assigned or expected to perform various support functions including IV services, clerical services, routine vital signs and weights, phlebotomy services, and services pertaining to the movement of patients and materials within the hospital. The Union does acknowledge that there will be instances where the Housestaff Officer may be expected to perform such support functions on an emergency basis.

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

Article 11 On-Call Rooms and Housestaff Lounges

1. **On-Call Rooms**

   (a) The Hospital shall provide and maintain an adequate number of on-call rooms. The Hospital must notify CIR/SEIU of any change in the location of on-call rooms.

   (b) Should staffing or scheduling changes necessitate the addition or deletion of on-call rooms, the Hospital shall notify CIR and follow the criteria described in this Article. There shall be no more than two (2) Housestaff Officers per on-call room. There shall be sufficient rooms to allow separation of genders.

   (c) There shall be a telephone in each on-call room with access to local area codes. There shall be reasonably convenient access from on-call to bathroom facilities and shower facilities. The Hospital shall provide daily changes of bed linen and general housekeeping of on-call rooms. The Hospital shall provide a desk or table and a locker for each on-call room.

   (d) On-call rooms shall have functional locks and readily available keys.

   (e) The Hospital shall notify CIR of the Hospital staff member responsible for supervising the maintenance of on-call rooms. A list of on-call rooms and their locations shall be provided to CIR.

   (f) The third year resident call-room shall contain a computer with approved internet and intranet service.

2. **Housestaff Lounges**

(a) The Hospital shall maintain a lounge for the exclusive use of Housestaff Officers such that all Housestaff Officers have reasonable access to their lounge. Lounges shall be furnished with couches, chairs, bulletin boards, air conditioning, reading lamps and tables, proper ventilation and at least two working house telephones with access to local area codes. CIR/SEIU shall be notified of any change in the location of the lounge.

(b) The Hospital shall install and maintain a microwave, a television, a refrigerator, and a coffee urn in each Housestaff lounge Housestaff Officers shall be responsible for maintaining the cleanliness of the environment.

(c) The Hospital shall provide general housekeeping of the Housestaff Lounge.

Article 12 Lockers and Beepers

1. The Hospital will provide one locker for each Housestaff Officer. The locker will be in a secure location.
2. Each Housestaff Officer will be furnished with a functional beeper, which will be maintained by the Hospital throughout his/her residency. If lost, or damaged due to neglect of the Housestaff Officer, they shall be responsible for payment for a replacement.

Article 13 Uniforms and Laundry

The Hospital shall provide two (2) free laboratory coats per year and two (2) sets of scrubs at the start of their training program to the Housestaff Officers. In addition, the Hospital shall provide and launder scrubs for Housestaff Officers assigned to the Operating and Labor/Delivery rooms.

Article 14 Medical Libraries and Computers

1. The Hospital shall provide a Medical Library. Housestaff Officers shall have access to the library twenty-four (24) hours a day, seven (7) days a week.
2. The library shall be equipped with up to date computers and printers with Internet access and access to the lab data. The computers shall be adequately maintained. The library shall have a sufficient number of desks and quiet areas for studying.
3. The Hospital shall maintain a copy machine in the library, which shall be available during the normal business hours of the library. Housestaff Officers shall be entitled to free copies of items available in the library excluding copying of full journals or chapters within books.

Article 15 Access to Files

1. Upon request, a Housestaff Officer shall have the right to receive a free copy of all materials contained in his/her file, excluding pre-employment references.
2. The Housestaff Officer shall have the right to place in his/her file a response to any such material, including evaluatory statements and incident reports. Any materials, excluding witness statements, not shown to the Housestaff Officer may not be considered in any disciplinary hearing. House Staff Officers shall be made aware within four weeks of any document placed in the House Staff Officer's personnel, academic, training, or employment file which may be the basis for discipline.
3. Housestaff Officers shall have the right to review any evaluation with the Program Director, or designee, of his/her program.
4. A written evaluation will be made of a Housestaff Officer by an Attending Physician who has direct, continuous contact with the Housestaff Officer during the performance of his/her duties. All evaluations will be discussed with the Housestaff Officer on a quarterly basis.

Article 16 Labor-Management Meetings

1. In the interest of fostering sound labor relations, CIR/SEIU and the Hospital will form a Labor-Management Committee made up of Housestaff Officers, CIR/SEIU Representatives, and assigned Management Representatives. The Labor-Management Committee shall make good faith efforts to reach a mutually agreeable solution to any problems arising from the execution or interpretation of this Agreement in an effort to resolve issues and concerns prior to the formal Grievance Procedure or any one or more of the following subjects:
   (a) The content and structure of Housestaff training programs and possible changes within applicable standards and guidelines;
   (b) Staffing and staffing patterns at the Hospital limited to the number of Housestaff Officers, the effect on the workloads of Housestaff Officers, and the level of patient care;
   (c) The impact of patient care admission policies on Housestaff Officers;
   (d) Orientation programs of new Housestaff Officers.

Article 17 Grievance Procedure

1. A grievance shall be defined as a dispute regarding the interpretation or application of this Agreement.

2. A grievance may be brought by the CIR/SEIU pursuant to the following three (3) step procedure:

   Step I The CIR/SEIU shall present the grievance in writing to the Hospital no later than thirty (30) business days after its occurrence. A grievance addressed to the Hospital shall be delivered to the appropriate Program Director, with a copy to the Personnel Department. The Program Director, or his or her designee, shall take appropriate steps to resolve the dispute but, in any event, must reply in writing to both the Housestaff Officer and CIR/SEIU no later than ten (10) business days after the presentation of the grievance.

   Step II If the grievance is not satisfactorily resolved at Step I, a written appeal to the Director of Personnel must be made within ten (10) business days of the receipt of the Step I determination. The Director of Personnel or his/her designee shall take appropriate steps to resolve the dispute, including meeting with CIR/SEIU within seven (7) business days, and shall reply in writing to CIR/SEIU no later than ten (10) business days after the appeal is filed with him/her.

   Step III If the grievance is not satisfactorily resolved at Step I or Step II, CIR/SEIU shall either proceed, within fifteen (15) business days after receipt of the Step II determination, to final and binding arbitration before a single arbitrator, pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association or, by failing to arbitrate the issue, shall accede to the prior determination and waive all further rights hereunder.

3. Any of the foregoing Steps may be waived by mutual written consent of the parties. Should the individual charged with making a determination at Step I or Step II exceed a time limit without such consent then the grievance may be deemed denied and appealed to the next step.

4. House Staff Officers shall be entitled to representation by CIR/SEIU at all Steps of the grievance procedure.

5. The Hospital will allow time off to House Staff Officers involved in grievance meetings so long as such time off shall not interfere their duties and obligations to the Hospital or their academic training.

6. Any of the time limits in this Article may be extended by mutual written agreement of the parties.
7. The fees and expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.
8. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined herein and shall have no power to add to, subtract from, or modify in any way any of the terms of this Agreement.
9. Specifically excluded from the binding arbitration provisions are any issues related to timely non-renewals, denial of academic credit, board eligibility and disciplinary action take based upon clinical competence or academic progress.

Article 18 Disciplinary Procedures

1. A Housestaff Officer may not be disciplined except for just cause. There shall be no disciplinary action taken against a Housestaff Officer until the completion of either the Ad-Hoc Committee hearing or the Director of Human Resources' hearing provided for in paragraphs 5 and 6.
2. The Hospital will not withhold paychecks for disciplinary reasons.
3. The charges and proposed discipline shall be presented, in writing, to the Housestaff Officer and within 48 hours of notification to the Housestaff Officer charges and the proposed discipline shall be sent to the CIR/SEIU by fax.
4. The Housestaff Officer may request a hearing, in writing, as to the charges and/or the proposed discipline. Such request shall be made within ten (10) business days of the receipt of charges and proposed discipline. If no such request is made, the charges and/or the proposed disciplinary action shall become final.
5. Discipline involving timely non-renewals, denial of academic credit, board eligibility, clinical competence or academic progress, shall be heard by the Ad-Hoc Committee.
6. Discipline other than as provided in paragraph 5 shall be heard by the Director of Human Resources at Step II of the Grievance Procedures. If the disciplinary matter is not satisfactorily resolved at the Step II hearing, CIR/SEIU shall either proceed, within fifteen (15) business days after receipt of the Step II determination, to final and binding arbitration as provided in Step III of the Grievance Procedures or shall accede to the prior determination and waive all further rights hereunder.

7. The Ad-Hoc Committee shall hold a hearing within ten (10) business days after the receipt of the Housestaff Officer's hearing request. The Ad-Hoc Committee shall be comprised of three (3) members of the Medical Staff appointed by the Hospital's Medical Director, and two (2) residents appointed by CIR.

   (a) No Medical Staff Member who participated in the decision to recommend discipline shall be appointed to the Ad-Hoc Committee. No Ad-Hoc committee member shall be from the same department as the Housestaff Officer who is the subject of the hearing.The Housestaff Officer shall have the right to have CIR/SEIU represent him or her at the hearing.

   (b) The Housestaff Officer shall have the right to call and examine witnesses, to introduce written and documentary evidence, to cross examine witnesses and to rebut any evidence;

   (c) Upon the conclusion of the presentation of oral and written evidence, and the receipt of any written closing argument, the hearing shall be closed.

   (d) The Ad-Hoc Committee shall issue a written decision which shall be given to the Housestaff Officer, and faxed to the CIR/SEIU, within ten (10) business days after the close of the hearing;

   (e) The Ad-Hoc Committee shall have the authority to accept, reject or modify the charges and/or proposed discipline;

   (f) The decision of the Ad-Hoc Committee shall be final and not subject to arbitration.

8. A Housestaff Officer may be reassigned from medical responsibilities without a hearing where the Housestaff Officer's continued presence is deemed to jeopardize patient care or the safety of the Housestaff Officer or others.

9. The Hospital will attempt to arrange the work schedules of Housestaff Officers who are involved in disciplinary proceedings so as to permit reasonable time off to attend the meeting of the Ad-Hoc Committee.

10. Failure to complete medical charts will be cause for disciplinary action. For the first two offenses, the Housestaff Officer shall be verbally counseled by the Program Director. Upon the third such failure, the Director of Service may take further disciplinary action. No certificate of completion will be given to any Housestaff Officer who has failed to complete medical charts.

11. Any of the time limits in this Article may be extended by mutual agreement of the parties.

Article 19 Individual Contracts

1. Each Housestaff Officer prior to his/her employment at the Hospital, shall receive a written contract not inconsistent with any of the provisions herein, that shall set forth the Hospital's commitments to such Housestaff officers in the following areas: (a) maintenance of electives; (b) rotational schedule; and (c) PGY level and wages appropriate to that PGY level. In the event the Hospital, for reasons beyond its control, cannot meet its obligations under (a) or (b), above, it shall immediately notify the individual Housestaff Officer and make arrangements to provide a satisfactory substitute elective and/or rotation.

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

3. Housestaff Officers and CIR/SEIU shall be notified in writing not later than January 15th of a conditional or nonconditional non-renewal prior to the expiration of their appointment year and will receive a final determination by March 15th if their services are not to be renewed for the next year of a given residency.

4. Interns in the one-year AOA-accredited internship program do not need to be notified of any non-renewal.

5. Where a Department needs more time to decide whether to renew a specific Housestaff Officer in the first year of a multiple year residency program, the Housestaff Officer may be given a "conditional non-renewal" as below. The Housestaff Officer will be notified of such conditional non-renewal, in writing, by the dates specified in Section 3 above. The conditional non-renewal will specify what aspects of the individual Housestaff Officer's abilities must improve in order for his/her services to be renewed. Not later than four and one-half ($4\frac{1}{2}$) months prior to the expiration of their appointment year, a Housestaff Officer who received such "conditional non-renewal" will be notified, in writing, if their services are to be renewed for the next year of the given residency program.

6. Housestaff Officers shall give the Hospital at least seven and one-half ($7\frac{1}{2}$) months notice of their intention not to remain in a residency program, except where prevented by an emergency.

7. No Individual waiver by a Housestaff Officer of his/her rights under this Agreement shall be effective unless consented to in writing by the CIR/SEIU.

8. Each Housestaff Officer appointed to a training program of the Hospital shall be paid by the Hospital and the terms and conditions of his/her employment shall be governed by this Agreement.
9. Recommendations of non-renewal shall be in writing and shall set forth the reasons for such non-renewal. Housestaff Officers shall have the right to appeal non-renewals pursuant to the procedures described in Article 18.

Article 20 Prohibition Against Discrimination

The Hospital shall not discriminate against any Housestaff Officer on the basis of race, color, creed, national origin, citizenship status, sex, disability, age, marital status, sexual orientation, religion, political beliefs or the place of medical education.

Article 21 Resident Seniority and Program Security

1. The Employer may reduce the size of a residency program through attrition and voluntary transfers while respecting its training obligations to incumbent residents.
2. The Employer may accomplish this by:
   (a) Attrition: Not hiring new transitional or categorical Housestaff Officers into open intern positions;
   (b) Voluntary Transfer: Assisting incumbent residents to transfer to comparable positions which will allow them to complete their program requirements;
   (c) Completion: Allowing incumbent residents who do not transfer, as above, to complete their residency program and maintaining training and patient load standards necessary for meeting those program requirements.
   (d) Notice and Labor-Management Meetings: The employer will give full and sufficient notice to the Union and to all program applicants and incumbent residents of its intention to reduce the size of the program such that applicants and residents will have time to apply to other programs or seek other residency positions. The Employer and Union shall meet to discuss ways to facilitate voluntary transfers and to maintain training standards for residents remaining to complete their programs.

Article 22 Representation on Hospital Committees

1. The Hospital shall maintain a Graduate Medical Education Committee that has the responsibility for advising on and monitoring all aspects of Residency education. Housestaff Officers, selected by their peers, shall serve on the Committee.
2. Housestaff, selected by their peers, shall participate in Hospital committees and councils which are relevant to their specialties and education and that relate to patient care review activities.
3. Housestaff Officers who serve on any Hospital Committee shall be notified of the date, place and time of the committee meeting in advance.
4. Within a reasonable period from of the signing of this Agreement, CIR/SEIU members at the Hospital will select their committee representatives as mentioned above.
5. Additional CIR/SEIU represented Housestaff Officers shall be appointed to Hospital committees as may be deemed necessary or desirable by the Hospital.
6. No Housestaff Officer shall serve on more than two (2) hospital committees during an academic year.

Article 23 Work Schedules

1. The parties recognize the undesirability of excessive work hours for Housestaff Officers inconsistent with optimum patient care and high standards of training and will make every effort to resolve problems in furtherance of these principles. The Hospital agrees to provide an environment and resident physician work schedules consistent with the provisions of the New York State Code of Rules, Title 10, Article 28, Section 405.
2. Wherever possible, changes in a work schedule shall be the subject of reasonable prior notice to the affected Housestaff Officer.
3. A Housestaff Officer in the course of his/her overall schedule shall not be required to be on duty more than an average of every third night in each and every thirty (30) day period. Except in the event of an emergency or a temporary situation where the on-call practice is currently less frequent than every third night, those schedules shall be maintained.
4. The Hospital will notify and provide documentation of its policy regarding compliance with the New York State Department of Health to all persons supervising and/or scheduling Housestaff Officers at work sites outside of the Hospital.

5. Moonlighting shall be permitted with the permission of the Program Director. Moonlighting will be prohibited during the Housestaff Officers' PGY-1 year.
6. Moonlighting, when permitted, shall be consistent with the laws and Health Code of New York State.
7. The schedule of hours for "block" rotations for Medicine residents at the South Beach Primary Care Clinic are as follows:

Monday – Thursday	9am – 12pm; 1pm – 5pm
Tuesday/Thursdays	5:30pm – 8:30pm
Friday*	10am – 12pm; 1pm – 5pm
Saturday	9am – 1pm

*Friday Primary Care Clinic hours will begin at 9am on any Friday that Grand Rounds is not held.

Changes in the above clinic schedule shall be subject to agreement with CIR/SEIU.

Article 24 Political Action Check-Off

The Hospital agrees that upon written authorization from a Housestaff Officer the Hospital will deduct from the Housestaff Officer's pay funds for the CIR/SEIU Voluntary Political Action Contribution Fund (VPAC).

Article 25 Issuance of Certificates

The Hospital shall issue the appropriate certificate to a Housestaff Officer within a month of each Housestaff Officer's satisfactory completion of his/her training program or part thereof. The certificate shall prominently display the academic affiliation of the program.

Article 26 Malpractice Insurance

1. The Hospital will maintain malpractice coverage for Housestaff Officers equal to that provided to its employed physician staff.
2. Upon request, the Hospital shall provide CIR/SEIU with a copy of the professional liability insurance policy in effect covering Housestaff Officers.
3. The Hospital will promptly notify CIR/SEIU of any notice of cancellation or lapse in professional liability insurance coverage applicable to Housestaff Officers.

4. To the extent it is reasonably possible, the Hospital shall notify CIR/SEIU at least thirty (30) days in advance of any prospective change in professional liability coverage.

5. The Hospital will maintain malpractice coverage for Housestaff officers no longer employed by the Hospital, where a malpractice claim/suit arises out of acts or omissions that occurred during and within the scope of their employment.

6. The Hospital or affiliated institutions will provide Housestaff officers who rotate to other facilities, at the direction of the Hospital, with malpractice insurance coverage, and will provide written notice to CIR upon expiration of such coverage.

7. The Hospital will provide legal representation in case of a malpractice action against a Housestaff officer arising out of an act or omission that occurred during and within the scope of a Housestaff officer's employment.

8. Housestaff officers shall cooperate, be available for and provide testimony if requested by the Hospital or its representatives for the purposes of investigating, adjusting, settling or defending malpractice claims. Housestaff officers shall do so regardless of whether they are still employed by the Hospital or outside the jurisdiction of the State of New York.

   The Hospital shall reimburse Housestaff officers, regardless of whether they are still employed by the Hospital, for reasonable expenses incurred by them for travel, lodging and lost time at work as a result of their cooperation with the Hospital.

9. Housestaff officers shall attend educational meetings on the claims process or about limiting claims through best practices as required by the Hospital or the malpractice insurance carrier providing malpractice insurance to the Housestaff Officers. Such meetings shall be scheduled on weekdays and the Hospital shall provide time off to attend the meetings.

10. The provisions of sections 5, 7 and 8 of Article 26, Malpractice Insurance, shall survive the termination or earlier expiration of this Agreement, regardless of cause.

Article 27 Safety and Security

1. The Hospital will provide a healthy and safe work environment for Housestaff Officers and will comply with city, state and federal health and safety laws. To achieve these goals the residents will comply with all Hospital policies and procedures regarding infection control and hazardous waste.

2. The Hospital shall make every reasonable effort to provide adequate security for all Housestaff Officers and their property at all times and in all areas of work assignments and travel throughout the Hospital. Such security shall be provided in but not be limited to: emergency rooms, patient care areas, Hospital parking, on-call rooms, and lounges.

Article 28 Successorship

Before any merger, sale or change of ownership, the Hospital shall provide written notice to CIR/SEIU at least ninety (90) days in advance of any such action. The Hospital will promptly notify CIR/SEIU and the Housestaff Officers in case of any sale or transfer of a Housestaff Officer's department to another facility.

Article 29 Separability

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

Article 30 Hospital Prerogatives

All the rights, powers, discretions, authority and prerogatives possessed by the Hospital prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Hospital, except as limited by this collective bargaining agreement or the law. The CIR/SEIU shall cooperate fully to insure the foregoing and to render the highest quality patient care and facilitate Hospital operation.

Article 31 No Strike, No Lockout

1. No Housestaff Officer shall engage in any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Hospital.
2. The CIR/SEIU, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Hospital, or ratify, condone or lend support to any such conduct or action.

3. In addition to any other liability, remedy or right provided by applicable law, or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Hospital occur, the CIR/SEIU, within twenty-four hours of a request by the Hospital shall:
   (a) Publicly disavow such action by the Housestaff Officers.
   (b) Advise the Hospital in writing that such action by Housestaff Officers has not been called or sanctioned by the CIR/SEIU.
   (c) Notify Housestaff Officers of its disapproval of such action and instruct such Housestaff Officers to cease such action and return to work immediately.
   (d) Post notices at CIR/SEIU Bulletin Boards advising that it disapproves such action, and instructing Housestaff Officers to return to work immediately.
4. The Hospital agrees that it will not lock out Housestaff Officers during the term of this Agreement.

Article 32 Quality Improvement and Patient Care

The parties recognize that they have shared interests in ensuring effectiveness and efficiency in the delivery of patient care and in improving clinical outcomes and patient satisfaction. The parties also recognize the important role that residents play in many of the processes that contribute to these shared interests.

The parties agree to meet before March 31, 2014, to discuss participation in CIR's Joint Quality Improvement Association (JQIA) and to discuss the creation of and funding for an Education and Patient Care Committee.

Article 33 Protected Academic Time

CIR and the Hospital recognize that education is a key component of the residency and fellowship programs at the hospital facilities. At least five hours (5) hours per week of scheduled academic activities, including but not limited to didactics, conferences, courses, simulations, computer training sessions and orientation days shall be protected to the furthest extent practical. Any existent practice, as of the signing of this agreement, in which protected education time exceeds five (5) hours shall not be reduced.

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

be taken away from residents engaged in protected education time, and other hospital staff will be directed to cover HSO responsibilities while they attend conferences.

Article 34 Termination and Renewal

This Agreement shall be in full force and effect from November 1, 2025 through and including October 31, 2028 and shall continue in effect and be automatically renewed for year to year thereafter unless either party gives written notice to the other at least ninety (90) days prior to the termination date of this Agreement of its desire to terminate or modify this Agreement.

For the Union:

Susan Naranjo (Nov 11, 2026 20:59:58 PST)

Susan Naranjo
Executive Director

For the Employer:

Sharika Gordon (Nov 10, 2026 09:21:11 EST)

Sharika Gordon
Chief People Officer &
Senior Vice President

2026-11-09-1247 CIR-SJEH CBA 2025-2028

Final Audit Report 2026-11-12

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