

Collective Bargaining Agreement

Between

Mount Sinai Morningside-Mount Sinai West

Committee of Interns and Residents/SEIU

December 1st 2025 – February 28th, 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 Mouth Sinai Morningside-Mount Sinai West, provides for salaries, leave time, a due process procedure in disciplinary cases, a grievance procedure, and other issues of concern to Housestaff.

Know your rights and benefits – read your CIR contract!

Committee of Interns and Residents/SEIU

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Table of Contents CIR-MSM/MSW
CBA December 1, 2022 - November 30, 2025

Article 1	Recognition	1
Article 2	Salaries	2
Article 3	Health and Welfare Benefits-Voluntary Hospitals House Staff Benefits Plan	3
Article 4	Meals	5
Article 5	Parking	5
Article 6	Medical Education Benefits	5
Article 7	Leave Time	6
Article 8	Vacations	8
Article 9	Apartment Rentals and Housing	9
Article 10	CIR/SEIU Dues and Security	10
Article 11	Out of Title Work	11
Article 12	On-Call Rooms and House Staff Lounges	11
Article 13	Lockers and Beepers	12
Article 14	Uniforms and Laundry	13
Article 15	Medical Libraries and Computers	13
Article 16	Access to File	13
Article 17	Labor-Management Meetings	14
Article 18	Grievance Procedure	15
Article 19	DisciplinaryProcedure	16
Article 20	Individual Contracts	18
Article 21	Prohibition Against Discrimination	19
Article 22	Employees' Security	19
Article 23	Representation on Hospital Committees/Collaboration	20
Article 24	Work Schedules	20
Article 25	Political Action Check-Off	22
Article 26	Issuance of Certificates	22
Article 27	Malpractice	22
Article 28	Safety and Security	23
Article 29	Miscellaneous	23
Article 30	Successorship	23
Article 31	Separability	24
Article 32	No Strike/No Lockout	24
Article 33	Hospital Prerogatives	24
Article 34	Flex Spending Accounts, Bright Horizon	25
Article 35	Retirement Savings Plan	25
Article 36	Termination and Renewal	25

Article 1
Recognition

The Committee of Interns and Residents (CIR/SEIU) has been certified by the National Labor Relations Board in Case #2-rc-2230 as the representative for all interns, residents, chief residents, and fellows employed by St. Luke's-Roosevelt Hospital at its facility at 1111 Amsterdam Avenue, New York and its Roosevelt facility at 1000 10th Avenue, New York, NY. Persons in such titles hereinafter referred to as "House Staff Officers." Excluded: All other employees, guards, managerial employees, fellows that are not in programs subject to a Nationally recognized accrediting body such as ACGME, ADA, APMA, or AOA, and supervisors as defined in the Act.

Article 2
Salaries

1. The appointment of a House Staff Officer shall be based on the House Staff Officer's appropriate Post Graduate Year (hereinafter "PGY"), which shall be determined as follows:
    a. A House Staff Officer who has not completed at least one year of service in an ACGME-ADA-AOA-APMA accredited training program shall be placed at the PGY-1 level.
    b. A House Staff Officer who has completed one or more years of service in an ACGME-ADA-AOA-APMA accredited training program shall be placed at the PGY level which equals the number of such years of service plus one (e.g. A House Staff Officer who has completed two years of service in such training program shall be placed at PGY-3). A House Staff Officer required to spend a prerequisite period of service in an ACGME-ADA-AOA-APMA training program in a specialty other than that in which the House Staff Officer is serving shall be classified on the basis of cumulative years of such service.
    c. A House Staff Officer with prior service in a non-accredited training program shall be classified at the PGY level appropriate to the years of service (s)he has completed in the current specialty area at the hospital. Additional credit, if any, for non-ACGME-APMA-ADA-AOA accredited training programs to be granted in establishing the appropriate PGY level for a House Staff Officer shall be determined by the Graduate Medical Education Office. In the event a HSO changes his/her specialty, he/she shall receive a maximum credit of two years for prior service in such other AMA-ACGME-AOA-APMA-ADA accredited program.

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. A year of service shall include service as a chief resident and research years that include clinical assignments at the hospital. A House Staff Officer salary will be placed at the appropriate PGY level as determined by guidelines in section 1, 2, & 3 on House Staff Officer's designated tenure start date/academic year period

2. A House Staff Officer who, during the term of this Agreement, successfully completes his/her service for a year and is reappointed to serve for an additional year shall be advanced to the next higher PGY.

Base salary for each PGY level through February 28, 2029:

	Current Rate	3/1/26 4% increase	3/1/27 4% increase	3/1/28 4% increase
PGY1	$85,446.69	$88,864.47	$92,419.05	$96,115.81
PGY2	$88,864.72	$92,419.36	$96,116.13	$99,960.78
PGY3	$92,419.24	$96,115.87	$99,960.50	$103,958.92
PGY4	$96,116.30	$99,960.88	$103,959.31	$108,117.68
PGY5	$99,960.54	$103,958.98	$108,117.34	$112,442.03
PGY6	$103,958.91	$108,117.26	$112,441.95	$116,939.63
PGY7	$108,117.46	$112,442.19	$116,939.88	$121,617.48
PGY8	$112,441.99	$116,939.61	$121,617.20	$126,481.89

3. Chief Residents shall receive for his/her service additional pay of $3,750 per year. In those departments where chief resident duties are shared, the department shall receive $3,000 for each chief resident FTE slot allotted to that department as determined on February 9, 2005 (see grid below) to disburse fairly as part of their salaries to those residents performing chief resident duties.

Program	*Chief FTE*
Anesthesiology Residency	*4*
Emergency Medicine Residency	*4*
Gastroenterology	*2*
General Surgery Residency	*3*
Internal Medicine Residency	*7*
Neurology Residency Program	*2*
OBGYN Residency	*3*
Pathology Residency	*2*
Psychiatry Residency	*4*
Radiology Residency	*4*
Cardiovascular Disease Fellowship	*4*
Pulmonary and Critical Care Medicine Fellowship	*2*

When programs increase or decrease in size or departments are added, the Hospital will meet with CIR to discuss the appropriate number of chief residents in the program.

4. Hazard Recognition Pay. In the event of a federal or state declared public health emergency, the parties will discuss recognition pay at a Labor Management Committee meeting. The discussion may also review additional workload burden and health and safety risk incurred by House Staff. This clause shall not apply to weather-related emergencies or the current COVID-19 pandemic emergency that ended on May 11, 2023. In the event the parties are unable to resolve the issue within ninety (90) days through the above LMC process, either side may request that the parties engage in good faith bargaining on the matter. In the event the parties are unable to resolve the issue after bargaining in good faith for ninety (90) days, the matter shall be submitted through the grievance procedure which shall culminate in interest arbitration if the parties are unable to resolve the issue through the LMC and grievance procedures.

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

1. The Employer shall make monthly contributions for the purpose of providing health and welfare benefits for each House Staff 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 House Staff 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").

2. Effective on the dates noted 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 House Staff Officer and their eligible dependents in the VHHSBP.

Effective Date	Applicable Monthly Contribution Rate
Current rate	
1/1/2026	$ 1,375.00
1/1/2027	$ 1,460.00
1/1/2028	$ 1,550.00

The employer's contribution rates are set as above for the term of this agreement, however, after November 1st, 2016, the trustees retain the right to increase the monthly contribution rate to the VHHSBP if necessary, in order to maintain the current covered benefits and the financial stability of the fund.

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 House Staff 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.

5. 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.

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 at the rate of 18% per annum as well as such other amounts and remedies as are available to employee benefit funds under the Employee Retirement Income Security Act, including the recovery of liquidated damages equal to 20% of unpaid contributions.

7. The Employer shall continue to provide New York State Disability insurance to its Housestaff Officers.

8. Effective January 1, 2027and solely as a pilot program during the term of the current agreement ending February 28, 2029, and subject to acceptance by the Voluntary Hospitals House Staff Benefits Plan ("VHHSBP"), the Employer shall make an additional annual contribution of $200,000 to the VHHSBP for use in providing elective fertility benefits to eligible House Staff Officer, with such benefit to be structure by the VHHSBP's Board of Trustees. The Employer's obligation shall be limited to three annual contributions of $200,000 each, payable on January 1, 2027, January 1, 2028, and January 1, 2029.

Article 4
Meals

1. The Hospital agrees to provide a free snack at night for House Staff Officers who are on duty at the Hospital. The snack shall include coffee, tea, sandwiches, fruit, cookies and juice. The Hospital agrees that healthy food choices will be available to HSO.

2. Vegetarian, kosher, halal, or other special meals will be made available by request whenever full meals or snacks are provided to House Staff Officers.

3. The Hospital agrees to a meal allowance for on-call residents. The amount listed below is the annual amount due, which will be payable in two equal installments, one-half in January and one-half in July of each year. .

Residents in All Programs **$1,500 Annual Meal Allowance**

Article 5
Parking

Each House Staff Officer with a monthly parking contract shall receive a voucher for each on-call shift to be used for parking overnight in a Hospital lot at the site where they do not have monthly parking. The vouchers will be distributed based on the scheduled number of monthly on-call assignments at the appropriate site; e.g. if a housestaff officer with parking privileges at the Roosevelt site is scheduled to be on-call 8 times at the St. Luke's site in the month, he/she shall receive 8 vouchers that month.

Article 6
Medical Education Benefits

1. The Hospital shall pay for all required BCLS, ACLS, ATLS and PALS courses for initial full certification and subsequent re-certification for each housestaff officer, including time off for the length of such courses. The Hospital shall pay the full cost of any course required for employment or New York State licensure.

2. All categorical residents who successfully pass the COMLEX Level 3, USMLE Step 3 within the time limits expressed below will be reimbursed for the exam fee by the hospital. No resident shall be reimbursed for this fee more than one time, and unsuccessful attempts shall not be reimbursed. For the purposes of reimbursement, residents must pass this exam by the end of their PGY 2 year of their training in any residency program in order to be eligible for reimbursement. For the purposes of this article, a preliminary resident who will continue their training at the hospital will be considered a categorical resident.

   In addition, if a resident has taken but not passed the Step 3/Level 3 exam within the first twenty-four months of their training, he or she will be eligible for reimbursement of a successfully passed Step 3/Level 3 exam until the end of PGY 2. Also, if a resident completes their first year of training in another institution, he or she will also be eligible for reimbursement until the end of their PGY 2. Requests by Housestaff to use personal days, vacation days or unpaid leave to take the test will not be unreasonably denied.

3. Departments that currently offer or provide for board review courses and conferences for House Staff Officers shall continue to do so.

4. The Hospital will provide HSOs in the bargaining unit, on a reimbursement basis only, with an educational allowance in the amount of $750 per academic year per HSO. Effective July 1, 2026, the amount will increase to $850 per academic year. And effective July 1, 2027, will increase to $900. Acceptable items for reimbursement will be educational items such as books, journals and electronic equivalents, board review courses, educational conferences, medical equipment, exam fees, electronic medical devices, mobile phones and tablets. Each HSO shall be required to submit proof of purchase in order to receive the allowance. Proof of purchase must be submitted within 60 days of purchase. Reimbursement shall be paid no later than forty-five (45) days or as soon as practicable after submission.

Article 7
Leave Time

1. Sick Time
   a. Twelve (12) days of paid sick leave shall be provided per year cumulative to a maximum of forty-eight (48) days. Sick leave shall accrue annually as of the date of appointment. If a House Staff Officer's (HSO) appointment includes a portion of a year, then sick leave shall be pro-rated for that portion of the year. If a HSO is terminated for any reason other than health, the HSO shall refund the hospital any sick leave pay received by the HSO that exceeds actual accrual and such refund may be deducted from the HSO's final paycheck.
   b. Disability due to maternity shall be considered sick leave pursuant to this section.
   c. Pregnant House Staff Officers shall be reasonably protected from exposure to radiation and chemicals.

d. Sick time taken beyond that is permitted by individual Board may result in extension of training.
e. Any HSO wishing to take paid parental leave, regardless of gender or sexual orientation, may also convert up to 5 paid sick leave days to additional parental leave with the birth or adoption of a child.

2. Family and Medical Leave

Consistent with the Family and Medical Leave Act of 1993, eligible persons covered by this agreement may be entitled to twelve (12) weeks of unpaid medical leave for serious illness or the serious illness of said person's spouse, partner or child and up to twelve (12) weeks of unpaid leave for the birth or care of a child under the age of eighteen (18). All applications for FMLA must comply with the Hospital Center's policies and procedures governing such leave. HSOs returning from family leave may be required to complete missed rotations in order to become board eligible. Should a department require a HSO to complete missed rotations, the Hospital shall compensate the HSO at his/her current PGY level and provide malpractice coverage and all other applicable hospital benefits. Vacation and accrued sick leave may be used during FMLA as per the Hospital Center's Policy.

In addition to the Family Medical leave benefits described above; the following shall apply to House Staff Officers who are pregnant:

Consistent with the FMLA and other applicable laws a pregnant House Staff Officer who presents medical substantiation of a physical disability as a result of pregnancy may, to the extent possible, be assigned electives and rotations appropriate to the medical condition. If such an assignment is not possible the HSO will be required to take maternity leave as provided by the FMLA. A pregnant HSO whose assignment may expose her to radiation may request an assignment where the risk of exposure is eliminated or reduced to acceptable standards. These reassignments and requested changes shall be in conformity with the rules of the HSOs specialty board and within the constraints of the program.

3. Bereavement Leave

a. In the event of death of a HSO's mother, father, spouse, domestic partner, child, grandparent, brother or sister, the HSO shall be paid at his/her regular pay for three (3) working days absence for the purpose of attending the funeral services or arranging for burial.
b. HSOs will not be required to make up on-calls missed while on bereavement leave.

4. Effective with the first day of employment and on each annual anniversary date thereafter, each House Staff Office shall be credited with four (4) personal days off with pay for each twelve months of employment. Personal days shall be approved by the Chairperson and such approval shall not be unreasonably denied. Such days must be used or lost within the twelve-month period. Personal days taken beyond that are permitted by individual Boards may result in extension of training.

5. House staff Officers will receive one (1) day off with pay for the birth or adoption of a child.

6. Paid Family Leave
The Hospital will adhere to NYS Laws and Regulations, as well as established Hospital policies and procedures regarding NYS Paid Family Leave.

7. Jury Duty
A House Staff Officer called (not volunteered) for Jury Duty must notify the Program Director and GME office, as soon as the jury duty summons is received. HSOs will receive their regular rate of pay for time served on jury duty less their pay as a juror for each day. This does not include "on-call" jury time when HSOs are able to be at work. At the completion of jury duty, the HSO must provide his/her Program Director with official documentation from the court regarding his/her attendance at jury duty. HSO scheduled to work on weekends or other non-jury days coinciding with their jury duty service are expected to report to work.

8. ACGME Leave
Effective upon ratification, the Hospital shall establish and maintain an ACGME bank of 6 weeks (30 days) of fully paid leave for each House Staff Officer (HSO) to use during their training period an approved medical, parental or caregiver leave. For medical (including natural mother) leaves, the HSO's sick bank and earned vacation time will be applied to the leave first and then the balance shall be paid from the ACGME bank. For parental and caregiver leave, the HSO shall use their earned sick bank first within and in accordance to the NYS Sick Time Leave Law, then vacation bank, and then the balance shall be paid from the ACGME bank, provided that one week of vacation time shall be reserved for the resident's use and not applied to the six weeks of leave described in this section.

Article 8
Vacations

1. The annual vacation allowance for House Staff Officers employed for a twelve (12) month period shall be four weeks (20 days with pay). With the permission of the Program Director or his/her designee, House Staff Officers shall be permitted to split vacation time or use it as a whole unit at the House Staff Officer's choice. Such permission shall not be unreasonably denied. Vacation requests shall be subject to reasonable program needs and applicable ACGME requirements.

2. Vacation must be taken each year and may not accrue from year to year. House Staff Officers are not compensated for vacation time not taken. In any year during which there is a federal or stated declared state of public health emergency, five (5) vacation days can be carried over into the following year and must be used by June 30th of the following year.

3. Each HSO will receive nine (9) holiday days, regardless of the site of the scheduled rotation.

   The following days shall be considered Hospital holidays:

   New Year's Day
   Martin Luther King's birthday
   President's Day
   Memorial Day
   Juneteenth
   July 4th
   Labor Day
   Thanksgiving
   Christmas

4. Housestaff who are required by the hospital to work on a scheduled holiday shall be scheduled an alternate workday off within one hundred twenty (120) days of the holiday. Holidays may be extended 30 days into the next academic year where necessary or taken 30 days prior to the Holiday.

   Housestaff may request a specific date for their alternate day off within the 120 day period. Requests to schedule an alternate day off should not be unreasonably denied by the hospital.

5. The hospital shall forward to CIR/SEIU a list of HSOs working on each holiday and a list of days HSOs have scheduled off in lieu of the holiday worked.

Article 9
Apartment Rentals and Housing

1.
   a. House Staff Officers shall be given priority for any vacancies in hospital owned apartment buildings. It is understood that there are from time-to-time circumstances that will warrant an exception to this priority.
   b. The hospital will maintain at a minimum the same ratio of housing units to House Staff officers as currently exists.
   c. Upon reappointment, returning HSOs shall have the option of renewing their vacancy agreement.
   d. Incoming (newly hired) CIR House Staff who are starting employment from June to August each year shall be given priority for any vacancies that become available during March to August of that year.

2. The Real Estate office shall maintain and post a list of the vacant apartments during the residency year, and a list of the apartments scheduled to be vacated at the end of each residency year. The hospital agrees to provide CIR with new rental rates for

those apartments scheduled to be vacated for the upcoming academic year on or about April 1 of each year.

3. a. HSOs who wish to move to a larger apartment during a residency year due to a change in family size shall be allowed to apply immediately for any vacant apartment.
   b. The Real Estate Office shall continue to assign incoming HSOs to apartments on the basis of Family size and date of application.
   c. HSOs who change apartments during a residency year due to a change in family size shall not be required to pay a relocation fee.

4. a. Rents shall be adjusted only between residency years.
   b. The Hospital Center understands the need to provide housing to its HSOs at a cost that is fair and reasonable consistent with applicable laws and market conditions.

   To this end, it is agreed that during the term of this contract rent increases for current members of the bargaining unit who reside in Hospital housing will not exceed 2% in any year.

   During the term of this contract, apartments being turned over to new resident/fellow tenants will be leased at the current prevailing rates per the year 2020 Housing policy, which will not increase more than 4% yearly.

   Effective upon ratification of the contract, for the term of the contract rents for all units currently priced at renovated (modern) rent levels will be reduced/rolled back to the non-renovated (classic) rent levels.

5. The Hospital shall provide fair and reasonable service for all requested repairs and service. All work requests shall be acknowledged within twenty-four (24) hours on a weekday, and if on a weekend, by the following Monday or next business day, and tenants will be kept informed on a regular basis of the status of their requested repairs.

6. All defective appliances shall be repaired/replaced promptly.

Article 10
CIR/SEIU Dues and Security

1. All House Staff Officers Covered by this agreement shall have the right to voluntarily become members of CIR/SEIU, House Staff Officers who choose to become member shall remain members in good standing by tendering periodic dues uniformly required as a condition of membership pursuant to a signed written authorization.

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

3. CIR/SEIU shall have the exclusive right to the check-off and transmittal of dues on behalf of each employee in the bargaining unit. Upon receipt of a written authorization executed by a House Staff Officer, said dues to be checked off monthly from the paycheck of each HSO, pursuant to the directives of CIR/SEIU in such amounts as CIR/SEIU shall establish. The Hospital agrees to forward said dues and agency fees to CIR/SEIU by the 20th day of the month after they are collected.

Article 11 Out of Title Work

No House Staff Officer shall be regularly and recurrently assigned to duties not appropriate to a House Staff Officer as the Accreditation Council for Graduate Medical Education (ACGME) and/or the applicable Residency Review Committee (RRC define those duties.

An annual survey may be jointly conducted by the Union and hospital to assess the extent and impact of out-of-title assignments on House Staff Officers.

The parties shall review recurring out of title work concerns through Labor Management Meetings.

Article 12
On-Call Rooms and House Staff Lounge

1. On-Call Rooms:
    a. The Hospital shall provide and maintain an adequate number of on-call rooms in close proximity to patient care areas and where overhead pages and codes can be clearly heard. The Hospital shall discuss any changes in the location of on-call rooms with CIR.
    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) House Staff Officers per on-call room, except by mutual agreement of the parties (agreement that the parties are defined as CIR and Hospital). There shall be sufficient rooms to allow separation of genders and to ensure reasonable access during overnight, weekend and holiday shifts whenever practicable.
    c. There shall be a computer with intranet and approved internet access in each on-call room that is in reasonable proximity to the hospital's high-speed network. There shall be a telephone in each on-call room with access to regional area codes. There shall be reasonably convenient access from on-call to private bathroom facilities and shower facilities. There shall be an acceptable and appropriate schedule of housekeeping and linen changes, including daily changes following each weekend night of usage. The Hospital shall provide a desk or table for each on-call room.
    d. On-call rooms shall have functional locks and readily available keys, keycard or access codes.

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

2. House Staff Lounges
   a. The Hospital shall maintain a sufficient number of departmental lounges for the exclusive use of House Staff Officers such that all HSOs have reasonable access to lounges. Lounges shall be furnished with couches, chairs, bulletin boards, reading lamps and tables, and at least two working house telephones with access to regional area codes. CIR shall be notified of any change in the locations of lounges.
   b. House Staff lounges that serve as department work areas and/or house departmental equipment shall remain limited for use by the specific department. Any changes shall be discussed prior to implementation with CIR/SEIU.
   c. There shall be a computer with intranet and approved internet access in each housestaff lounge that is in reasonable proximity to the hospital's high-speed network. The Hospital will provide a microwave, a television, a refrigerator, and a coffee urn in or reasonably accessible to each lounge if permitted by hospital rules and regulations.

3. Lactation Accommodations

The Hospital will adhere to all New York State (NYS), New York City (NYC) laws, federal laws and ACGME requirements on lactation rooms and accommodations for HSOs.

Article 13
Lockers and Beepers

1. Lockers: In departments that do not currently have lockers, the Hospital will provide one half-locker for each House Staff Officer at the site the HSOs current rotation which will be in a centrally located, secure location. The Hospital will have until January 2002 to determine the location of additional lockers. Locker space shall be maintained for departments that currently provide lockers.

2. Beepers: Each House Staff Officer will be furnished with a functional beeper which will be maintained throughout the residency. It is the responsibility of the HSO to guarantee the beeper is functioning. Upon discovery of a non-functional beeper HSO is to immediately notify their Program Director or his/her designee. HSO are responsible for any lost or stolen beeper replacement fee.

3. Phone Communication Devices: Communication devices will be provided at the discretion of the department. If the department does not provide a communication device, HSO will receive an additional $ 150 annually for their educational allowance.

Article 14
Uniforms and Laundry

1. The Hospital will continue its present policy of providing free laboratory coats to housestaff officers and will provide scrubs on an exchange basis to those residents whose duties require them as determined by the OR and Infection Control.

2. The Hospital shall provide to all House Staff Officers who are exposed to contaminants or blood borne pathogens, appropriate 24-hour access to clean scrubs at both sites. Appropriate changing facilities shall be maintained for all departments in close proximity to House Staff Officer's lockers.

3. Policies regarding the use and distribution of scrubs will be as established by the OR and Infection Control Committees of the hospital.

4. The hospital and CIR agree to comply with OSHA standards regarding the laundering of uniforms.

Article 15
Medical Libraries and Computers

1. The Hospital will maintain appropriate and adequate study space at both sites for House Staff Officer. The hospital will endeavor to provide 24-hour online access to a core library of full-text journals, textbooks, and manuals at workstations convenient to resident work areas, lounges, and on-call rooms. Residents shall have 24-hour access to working printers.
2. House Staff Officers shall be entitled to make a reasonable number of free copies of educational materials available in the Medical Libraries provided all copyright and intellectual property laws are observed.

3. The Hospital will continue to supply the house staff with access to Up to Date, or its equivalent, at a cost of up to $40,000 per year.

Article 16
Access to Files

1. All House Staff Officers shall have the right to receive free copies of all documents placed in their files during the term of their appointment, excluding pre-employment references and any materials protected under patient confidentiality rules and regulations.

2. House Staff Officers shall have the right to review any evaluation with the Program Director or his/her designee of his/her program.

3. House Staff Officers shall be provided a copy of all materials when placed in their file. House Staff Officers shall have the right to review all materials placed in their file at any time, both by appointment and at regularly or specifically scheduled evaluation or counseling sessions with program faculty. The House Staff Officer may place in his/her file a response, rebuttal or clarification to any file entries. Materials placed in a HSO's file will be treated in a manner consistent with RRC regulations for each specialty. House Staff Officers may, but are not required to initial or sign file entries to indicate their review but not necessarily their approval of the item. Any adverse documents not shown to the house staff officer may not be considered in any disciplinary hearing.

4. Written evaluations of House Staff officers will be performed regularly after each rotation in a timeframe and format acceptable to the RRC, specialty board or other accrediting body and disclosed in advance to the HSO. Program Directors will require faculty members to submit post-rotation evaluations in a timely manner, typically within thirty (30) days following the end of the rotation.

5. Upon request of a HSO, the Department Chair will furnish a letter of evaluation of his or her performance.

Article 17
Labor-Management Meetings

1. In the interest of sound labor relations, CIR/SEIU and Mount Sinai Morningside and Mount Sinai West will form a Labor-Management Committee made up of House Staff Officers, CIR/SEIU Representatives, and the Hospital Management/Leadership and/or his/her designees. The Labor Management Committee shall meet quarterly at a time and place mutually agreeable to the parties and may discuss and attempt to reach a mutually agreeable solution to any problems arising from the implementation or interpretation of this Agreement.

2. Four (4) duly elected CIR/SEIU Delegates to be chosen by the current CIR Delegate body shall be annually appointed as voting representatives on the Mount Sinai Graduate Medical Education Committee (GMEC).

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

Article 18
Grievance Procedure

1. A grievance shall be defined as a dispute regarding:

    a. the interpretation or application of the instant written Agreement, excluding challenges to disciplinary action taken against a House Staff Officer, which shall be governed by Article 19, or

    b. regular and recurrent assignment of a House Staff Officer to duties not appropriate to a House Staff Officer.

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

    Step I: The CIR shall present the grievance in writing to the Hospital no later than thirty (30) calendar days after its occurrence. A grievance addressed to the Hospital shall be delivered to the appropriate Program Director or his/her designee, with a copy to Labor Relations and the Graduate Medical Education Office. 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 House Staff Officer and CIR no later than fourteen (14) calendar days after the presentation of the grievance.

    Step II: If the grievance is not satisfactorily resolved at Step I, a written appeal to Labor Relations and the Graduate Medical Education Office must be made within fourteen (14) calendar days of the receipt of the Step I determination. Labor Relations and the Graduate Medical Education Office shall take appropriate steps to resolve the dispute, including meeting with CIR within fourteen (14) calendar days, and shall reply in writing to CIR no later than fourteen (14) calendar days after the meeting with CIR.

    Step III: If the grievance is not satisfactorily resolved at Step I or Step II, CIR shall either proceed, within twenty-one (21) calendar 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 at all Steps of the grievance procedure.

5. The Hospital will allow time off to House Staff Officers involved in grievance proceedings so long as such time off shall not interfere with normal Hospital operations.

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

Article 19
Disciplinary Procedure

1. Any discipline of House Staff Officer shall be pursuant to the procedures provided herein.

   a. House Staff Officer shall have the right to an internal disciplinary/peer review hearing. The Hospital will give the CIR and the House Staff Officer written notice of the proposed charges and contemplated disciplinary actions against the House Staff Officer by hand delivery or email. CIR and/or the House Staff Officer shall have the right to request a hearing on such charges and such request shall be made in writing within fourteen (14) calendar days of receipt of the written notice of charges. Written notice of the time and place of the internal disciplinary hearing shall be given by email with a copy sent by certified mail, return receipt requested, no later than fourteen (14) calendar days after receipt of the House Staff Officer's request for a hearing and such hearing shall be held no later than forty five (45) days from receipt of the House Staff Officer's request for a hearing.

   b. The hearing shall be held before an Ad-Hoc Committee comprised of five members. Three such members shall be Attending Physicians appointed to the Ad-Hoc Committee by the Dean of Graduate Medical Education. No Medical Staff member who participated in the decision to recommend discipline or non-renewal shall be appointed to the Ad-Hoc Committee. Two members of the Ad-Hoc committee shall be appointed by CIR. Residents may only be appointed to hearings involving a resident, and fellows may only be appointed to hearings involving a fellow. Neither House Staff member appointed by CIR shall be from the same residency or fellowship program as the House Staff Officer who is the subject of the hearing.

   c. The House Staff Officer shall have the right to have CIR represent him or her in the internal disciplinary hearing. The Ad Hoc Committee shall have the ultimate authority

to determine the procedures governing the hearing. Attorneys may be present at the hearing and provide advice to their respective party but may not actively participate.

d. The House Staff Officer shall have a full unimpaired hearing, including the right to call and examine witnesses, to introduce written and documentary evidence, to cross-examine witnesses and to rebut any evidence. Each party shall have the right, prior to, during, or at the conclusion of the hearing, to submit written memoranda concerning any issue of fact or procedure, or any written document concerning the merits of the case, to the Ad-Hoc Committee. Such written memoranda or argument shall become part of the hearing record. The Hospital shall have the burden of proving the charges. Upon the conclusion of the presentation of oral and written evidence, and the receipt of any written closing argument, the hearing shall be closed. The Ad Hoc Committee shall issue a written decision within fourteen (14) calendar days after the close of the hearing. The Ad Hoc Committee shall have the authority to accept, reject or modify the charges and/or proposed discipline.

e. The Ad Hoc Committee's final written decision, including the charges and disciplinary action, shall be presented to the CIR and to the affected House Staff Officer.

f. There shall be no termination of a House Staff Officer until the completion of all due process procedures described in this article. A House Staff Officer may be temporarily suspended without pay or reassigned from medical responsibility with pay by the Program Director or his/her designee before the Hospital's internal procedures take place or are completed. It is understood that a temporary suspension without pay will be imposed only in cases where serious medical misconduct is alleged and the employee's continued presence in Hospital facilities is deemed to jeopardize patient care or the safety of the House Staff Officer or others, and reassignment is not viable. Unless otherwise required by the law, the Hospital shall not report the suspension to any regulatory agencies until a meeting is held with the Dean of Graduate Medical Education or his/her designee to review the reasons for the discipline.

In those serious cases where suspension without pay is imposed, a meeting of the Dean of Graduate Medical Education or his designee, and the House Staff Officer, who shall have the right to have a CIR representative present, shall be held within fourteen (14) calendar days from the date of the suspension to review the reasons for suspension and the viability of alternative assignments. The Dean of Graduate Medical Education will decide whether continued suspension (with or without) pay during Hospital's internal procedures is warranted or whether the house staff officer

shall be returned to full, partial or reassigned duties during due process proceedings. No unwarranted suspensions or temporary suspensions of less than 14 days shall be reported to any regulatory agency unless otherwise required by law or accreditation standards. Temporary suspension shall end at any time during due process proceedings when the Dean of Graduate Medical Education determines that a viable alternative exists.

g. The hospital will attempt to arrange the work schedules of House Staff Officers who are involved in disciplinary proceedings so as to permit reasonable time off to attend all meetings and hearings related to the discipline.

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

Article 20
Individual Contracts

1. Each HSO 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 House Staff 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 House Staff 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. First-year HSOs with annual contracts shall be notified in writing at least six and one-half (6 1/2) months prior to the expiration of their contracts if their contract is to be non-renewed. In each subsequent year, HSOs shall be so notified at least seven and one-half (7 1/2) months prior to the expiration of their contract if their contract is to be non-renewed. HSOs with contracts for less than twelve (12) months shall be given notice of non-renewal by the first day after the expiration of one-half (1/2) of the duration of such contract.

4. Where a department needs more time to decide whether to renew a specific HSO, the HSO may be given a "conditional non-renewal" as below. The HSO 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 HSO's abilities must improve in order for his/her services to be renewed. By February 15, a HSO who received a conditional non-renewal will be notified, in writing, of whether his/her

services will be renewed or non-renewed. In no case will the number of non-renewals in a specific PGY level within a department exceed the lesser of 5 residents or 20% of residents (however, departments with less than 5 residents per PGY level may conditionally non-renew one person per PGY level).

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

6. Each HSO 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.

7. Recommendations of non-renewal shall be in writing and shall set forth the reasons for such non-renewal. HSOs shall have the right to appeal recommendations for non-renewals pursuant to the hearing procedures described in Article 19, Section 2 (Disciplinary Procedure). However, violations of Section 3 of this Article regarding timeliness of non-renewals shall be subject to Article 18 (Grievance Procedure).

Article 21
Prohibition Against Discrimination

The Hospital shall not discriminate against any House Staff Officer on account of race, color, creed, religion, citizenship, place of medical education, national origin, sex, age, disability, or sexual orientation.

Article 22
Employees' Security

1. An incumbent House Staff Officer shall not be prevented from completing his/her residency program because of the Hospital's decision, for budgetary reasons, to reduce the number of House Staff Officers in the program or to make the program, if it is pyramidal in structure, more pyramidal. The foregoing provisions shall not be construed to affect existing rights of the parties regarding renewal of appointments, except that questions regarding non-renewal of House Staff appointments may be processed in accordance with the provisions for Individual Contracts/Non-Renewal Notice in this Agreement.

2. The Hospital will notify each House Staff Officer affected and CIR/SEIU:
    a. immediately of a decision to discontinue any training program for any reasons;
    b. immediately upon receipt from the ACGME, ADA, AOA, or APMA of any notification regarding non-accreditation or probation or similar change in the professional status of any training program.
    c. immediately of a decision of a merger, closure, or change in the number of beds which has a substantial impact on any training program.

3. In the event of a termination, transfer, or reduction in size of a residency program, the Hospital will make its best efforts to place affected House Staff Officers in other

accredited residency programs of the same specialty. In addition, at the time the Hospital informs residents of a termination, transfer, or reduction of a residency program, the Hospital shall provide a list of resources including contact names, addresses and phone numbers which may be helpful in a HSOs search for placement. In such event, the Hospital shall continue to pay the salaries of displaced House Officers for the remainder of the academic year or until said House Staff Officers are placed in another residency program at another facility if such placement is within the residency year.

For House Staff Officers continuing in a program for which accreditation is lost, the Hospital will maintain levels of training, continue to provide rotations required for certification and immediately add ancillary and professional staff to cover any losses in housestaff coverage. The Hospital shall take all appropriate steps to try to gain full accreditation for the program, to encourage housestaff to remain in the program, and shall balance the service needs of the department with the professional goals of the House Staff Officer involved.

Article 23
Representation on Hospital Committees/Collaboration

1. The Icahn School of Medicine at Mount Sinai shall maintain a Graduate Medical Education Committee that has the responsibility for advising on and monitoring all aspects of Residency education. House Staff Officers, selected by their peers, shall serve on the Committee.

2. House Staff, 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. House Staff Officers who serve on any Hospital Committee shall be notified of the date, place and time of the committee meeting in advance.

4. 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 Hospital and CIR residents will partner in an approach over the course of this agreement to facilitate house staff participation in quality improvement and patient safety.

Article 24
Work Schedules

1. The parties recognize the undesirability of excessive work hours for House Staff Officers inconsistent with optimum patient care and high standards of training and will make every effort to resolve problems in furtherance of these principles. House Staff work

hours shall be consistent with the New York State Department 405 standards and be consistent with optimum patient care, high standards of training, specialty board requirements and limitations and the health and well-being of the House Staff, including their reasonable social needs and need for adequate rest.

2. Each Chief of Service shall adhere to the applicable RRC (Residency Review Committee) requirements regarding patient admissions and discharges per resident. Any questions or disputes not resolved at a departmental level may be brought to the Labor/Management Committee set forth in Article 17 above.

3. Wherever possible, changes in a work schedule during a House Staff Officer's contract term shall be the subject of reasonable prior notice to the affected HSO.

4. House Staff Officers 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. Where the on-call practice is currently less frequent than every third night, those schedules shall be maintained.

5. Additional On-Call Pay: Residents in Neurology, Psychiatry, Internal Medicine and Emergency Medicine who are required to report to work after being designated as back-up or jeopardy coverage shall receive a flat payment for shifts of at least eight (8) hours. Additional on-call pay will be subject to renewal annually and may be discontinued at the Hospital discretion.

    a. HSOs performing on-call duty in addition to their anticipated normal on-call schedule shall be compensated for each additional in-hospital overnight on-call duty at the rates indicated below:

Week Night	$ 400
Weekend/Holiday	$ 500

    b. HSOs performing on-call duty in addition to their anticipated schedule, usually in coordination with a night float system, where a HSO is not scheduled to work overnight ("Short Call") shall be compensated for each additional Short Call duty at the rate of $170.

    c. Anesthesiology HSOs performing on-call duty in addition to their anticipated schedule, usually in coordination with a night float system, where a HSO is not scheduled to work overnight.

        For the department of Anesthesiology rates are as follows:

        - Beginning at 6:00pm $300
        - Beginning at 8:00pm $600

Any Anesthesiology resident asked to electively work a pre-call shift would be

entitled to $750. Any Anesthesiology resident asked to come in as a backup for weekend or holiday calls would be entitled to $750.

d. Obstetrics and Gynecology (OB/GYN) Residents performing on call duty in addition to their anticipated schedule, where a Resident is not scheduled to work overnight with written approval from the program director based upon departmental policy, shall be compensated at the same rates as Anesthesiology Residents, as follows:

    - Beginning at 6:00pm $300
    - Beginning at 8:00pm $600

e. Any OBGYN Resident required to report to work after being designated as back up or jeopardy coverage or a weekend or holiday shall receive a flat payment of five-hundred dollars ($500) for each such occurrence, in addition to their regular pay.

6. 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 HSOs at work sites outside of St Luke's-Roosevelt Hospital including but not limited to clinics, faculty practice offices, and other hospitals.

7. Moonlighting or working extra/additional shifts within the HSO program shall be permitted with the permission of the Department Chair and the Program Director.

Article 25
Political Action Check-Off

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

Article 26
Issuance of Certificates

The Hospital shall issue the appropriate certification, including academic affiliation, within a month of each House Staff Officer's satisfactory completion of their training program or part thereof.

Article 27
Malpractice

The Hospital will provide malpractice insurance coverage during the duration of training.

Article 28
Safety and Security

The Hospital will make every effort to provide a healthy and safe work environment for the House Staff Officers and comply with state and federal health and safety laws. To achieve these goals the residents will be:

a. Integrated into the Hospital's infection control program. The literature, seminars, and other educational tools prepared by this program, when appropriate for the House Staff, shall be made available to them. The protocols for blood borne pathogens, developed by the infections control program, shall be given to the House Staff.
b. Personal protection equipment that consists of masks, gloves, gowns, goggles and other appropriate equipment as needed shall be available on each patient unit.
c. The Hospital shall provide adequate security for all House Staff Officers and their property at all times and in all areas of work assignment and travel throughout Hospital complexes. Such security shall include both emergency rooms, all patient care areas, and shall extend to Hospital parking, on-call rooms, and housing facilities.
d. The Workplace Violence Committee shall include no few than two (2) CIR appointed House Staff representatives, when needed, an alternate may be arranged upon request.

Article 29
Miscellaneous

1. CIR Staff ID: The Hospital shall provide a hospital identification badge for CIR/SEIU staff representatives.

2. Pay For Orientation: Incoming HSOs shall be paid at their regular rate of pay for Orientation and/or work performed prior to his/her start dateof their first year in the Hospital.

3. Printing of Contract : The Hospital and CIR/SEIU agree to jointly print copies of the instant agreement within sixty (60) days of the execution. All reasonable cost will be shared. There will be sufficient copies for the CIR to distribute to each HSO and, in addition, two hundred (200) copies to be divided equally for use by each party.

Article 30
Successorship

Before any mergers, sale or other change of ownership, the Employer shall provide written notice to the CIR ninety (90) days in advance of such action.

Article 31
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 32
No Strike/No Lockout

1. No employee 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 Employer.

2. The Union, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, 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 Employer occur, the Union, within twenty-four hours of a request by the Employer shall:
    a. Publicly disavow such action by the Employees.
    b. Advise the Employer in writing that such action by Employees has not been called or sanctioned by the Union.
    c. Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately.
    d. Post notices at Union Bulletin Boards advising that it disapproves such action and instructing Employees to return to work immediately.

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

5. Neither the Union nor any of its officers, representatives or agents, nor any House Staff Officer will engage in or encourage any sympathy strikes at the hospital from June 1, 2009 through the period of negotiations between the League of Voluntary Hospitals and Local 1199/SEIU for the next successor agreement after 2013.

Article 33
Hospital Prerogatives

Delivery of medical services in the most efficient and effective manner and the provision of an effective training program for housestaff officers are of paramount importance to the

Hospital Center. Such achievement is recognized to be a mutual obligation of all parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to the following:

The Committee of Interns and Residents recognized the Hospital Center's right to establish and/or revise medical performance standards or norms notwithstanding the existence of prior medical levels, norms or standards consistent with accepted medical training program practices and requirements. Such standards may be used to determine acceptable performance levels and to measure the performance of each HSO.

All rights, powers, discretion, authority and prerogatives possessed by the hospital center prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the hospital center, except as limited by the collective bargaining agreement or by law.

Article 34
Flex Spending Accounts, Bright Horizons

Effective January 1 2024, House Staff Officers shall be eligible to participate in Flex Spending Account(s) (FSA)-HCRA (Health Care Reimbursement Account), DCRA (Dependent Care Reimbursement Account) benefit accounts and Bright Horizons that the Employer provides to employees at Mount Sinai Morningside/Mount Sinai West on the same terms as provided to those employees.

Article 35
Retirement Savings Plan

The Hospital shall maintain and administer the SLRHC Section 403(b) Tax Sheltered Annuity Plan to which House Staff Officers may contribute up to the maximum amount allowed by law.

Article 36
Termination and Renewal

This Agreement, dated September 14, 2026, shall be in full force and effect from December 1, 2025 through and including February 28, 2029

By: **Signature:** Caryn Tiger-Pailex
Caryn Tiger-Pailex (Nov 3, 2026 15:01:41 EST)
Email: caryn.tiger-pailex@mssm.edu
For Mount Sinai Morningside and Mount Sinai West

By: **Signature:** Susan Naranjo
Susan Naranjo (Nov 2, 2026 09:59:44 PST)
Email: snaranjo@cirseiu.org
For CIR/SEIU



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