Collective Bargaining Agreement

Between

Flushing Hospital Medical Center

and the

Committee of Interns and Residents/SEIU

January 1, 2017 – December 31, 2019

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 15,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California, and New Mexico. Collective bargaining agreements cover both public and private sector hospitals.

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

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

Know your rights and benefits – read your CIR contract!

Committee of Interns and Residents/SEIU
National Office
520 Eighth Avenue, Suite 1200
New York, NY 10018

Tel: 212-356-8100 or 800-CIR-8877
Fax: 212-356-8111
info@cirseiu.org www.cirseiu.org www.hourswatch.org

To contact the House Staff Benefits Plan, call or fax:
Tel: 212-356-8180 Fax: 212-356-8111

TABLE OF CONTENTS

ARTICLE		PAGE
	Preamble	3
Article 1	Recognition	3
Article 2	CIR/SEIU Security	3
Article 3	Wages	5
Article 4	Meals	7
Article 5	Health & Welfare Benefits	8
Article 6	Vacations & Holidays	10
Article 7	Malpractice Insurance	11
Article 8	On-Call rooms, Lockers & Lounges	13
Article 9	Access to Files	14
Article 10	Laundry	14
Article 11	Residency Reduction	15
Article 12	Leave Time	16
Article 13	Grievance Procedure	19
Article 14	Disciplinary Action	21
Article 15	Individual Contracts	22
Article 16	Work Schedules	23
Article 17	Parking	24
Article 18	Prohibition Against Discrimination	24
Article 19	Out of Title Work	25
Article 20	Education / Patient Care Committee	25

ARTICLE		PAGE
Article 21	Education	26
Article 22	Patient Transfers	26
Article 23	Committees	27
Article 24	Political Action Check-Off	28
Article 25	Rotational Expenses	28
Article 26	Moonlighting	29
Article 27	Safety & Health	29
Article 28	Medical Education Benefits	30
Article 29	Medical Board Representation	31
Article 30	Separability	31
Article 31	Miscellaneous	32
Article 32	Hospital Rights	33
Article 33	No Strike – No Lockout	33
Article 34	Contract Renewal	34

Preamble

Agreement made as of this 8th day of March, and entered into by and between Flushing Hospital Medical Center (hereinafter referred to as the "Hospital") and the Committee of Interns and Residents/ Service Employee International Union (hereinafter referred to as the "CIR/SEIU") for the period of January 1, 2017 through December 31, 2019.

Article 1
Recognition

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

Article 2
CIR/SEIU Security

1. a. It shall be a condition of employment that all Interns, Residents, Chief Residents and Fellows ("Residents") covered by this Agreement who are members of CIR/SEIU in good standing on the effective date of this Agreement shall remain members in good standing. 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 is later, become and remain members in good standing of CIR/SEIU.

b. It shall also be a condition of employment that all Residents covered by this Agreement and hired on or after its effective date or the execution thereof, whichever may be later, shall become a member in good standing of CIR/SEIU on or after the 31st day after the member's hire date.

c. For purposes of this Agreement, good standing shall mean the tender by Residents of periodic dues as uniformly required by CIR/SEIU or pay an agency fee to CIR/SEIU.

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

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

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

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

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

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

Article 3
Wages

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

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

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

c. When some or all of the prior service of a Resident has been in a non-ACGME or AMA-CPME-ADA-APA accredited training program, he/she shall, at a minimum, be classified at the PGY level appropriate to the years of service he/she has completed in an ACGME-AMA-CPME-ADA-APA accredited training program. Non-ACGME or AMA-CPME-ADA-APA training will be evaluated by the individual chairman in reference to assignment of PGY levels for salary purposes. Such training will be re-evaluated if full accreditation is received and upon presentation to the chairman, however, the final decision will be made by the departmental chairman. Increased standing by a Specialty Board for non-ACGME or AMA-CPME-ADA-APA accredited training programs shall not apply retroactively during the term of this contract, but shall be effective only from

the time the affected resident submits such determination to his/her director and to the Hospital's Personnel Department.

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

3. A Resident who, during the term of this agreement, successfully completed his/her service for a year and is reappointed to serve for an additional year shall be advanced to the next higher PGY.

4. A year of service in a training program as herein referred to shall mean a year of service in a training program which shall have been certified as having been completed by the appropriate hospital authority.

5. Effective January 1, 2017 the annual salary rates of all residents shall be:

PGY Level	Current	March 1, 2017	March 1 2018
1	$57,559.59	$58,710.78	$59,885.00
2	$62,501.05	$63,751.07	$65,026.09
3	$68,673.29	$70,046.76	$71,447.69
4	$70,890.98	$72,308.80	$73,754.98
5	$73,227.91	$74,692.47	$76,186.32
6	$74,817.65	$76,314.00	$77,840.28
7	$78,042.33	$79,603.18	$81,195.24
8	$82,772.17	$84,427.61	$86,116.17

6. a. Effective March 1, 2017, all residents shall receive a 2% salary increase and base rates will be adjusted accordingly.

b. Effective March 1, 2018, all residents shall receive a 2% salary increase and base rates will be adjusted accordingly.

c. Effective May 1, 2019, the parties will open contract negotiations to discuss whether to implement payment of a $500.00 bonus effective June 1 2019 or implement a 1% salary increase no later than October 1, 2019.

7. Effective July 1, 2010 the Hospital agrees to pay all Chief Residents a differential of $3,000 per year to be paid on a pro-rated basis each month.

Article 4
Meals

The Hospital shall provide each Resident with an annual meal allowance. The meal allowance shall be paid biweekly and shall not be reduced as a result of a Resident exercising a contractual right to take time off for vacation, sick leave, examinations, conference time, or any other contractually guaranteed time off. The meal allowance shall be set at $1,025. Effective March 1st 2017, the meal allowance shall be set at $1250. If the cost of the Hospital cafeteria increases substantially during the life of this agreement, the parties agree to meet to negotiate an appropriate increase to the meal allowance. This provision is not subject to the grievance and arbitration process.

1. The Hospital shall provide kosher and vegetarian meals on request. The CIR/SEIU shall provide the names of the Residents requiring such meals to the Hospital.

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

Article 5
Health & Welfare Benefits

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

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

Effective Date	Applicable Monthly Contribution Rate for Each Resident
January 1, 2017	$832
January 1, 2018	$899
January 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 Hospital shall furnish VHHSBP with lists of incoming and terminating Residents prior to June 1 of each Plan Year. In addition, the employer shall also furnish VHHSBP with a full list of all Residents employed by the hospital twice a year (on or before August 1 and February 1 of each year) The Plan Year is the period from July 1 through June 30. For Residents starting or terminating at times other than the Plan Year, lists of newly hired or terminated residents are to be made to VHHSBP within 30 days from the date the resident is added to the payroll or terminated. The Plan shall have the right to audit the employment records of the Hospital, upon reasonable notice, to confirm any information necessary for the proper administration of the Plan and to ensure that the Hospital is remitting the appropriate contributions.

5. The Hospital shall provide these lists (cited above in paragraph 4) to CIR/SEIU in an Excel-compatible spreadsheet, 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 Hospital shall make monthly payments to the VHHSBP on the first of the month for which contributions are due. In the event that any required contributions are not paid when due, the Fund shall be entitled to recover interest on such unpaid contributions at the rate of 18% per annum as well as such other amounts and remedies as are available to employee benefit funds under the Employee Retirement Income Security Act, including the recovery of liquidated damages equal to 20% of unpaid contributions.

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

Article 6
Vacations &Holidays

1. The annual vacation allowance for Residents employed for a twelve (12) month period shall be four (4) weeks. With the permission of the Chairman of the Department, Residents shall be permitted to split vacation time or use it as a whole unit at the Resident's choice. Such permission shall not be unreasonably denied.

2. When, due to the needs of a given service, it is necessary to limit vacations, they may be limited to the extent of one week only per Resident at the discretion of his/her Department Director, and pay for lost vacation shall be granted.

3. Anything to the contrary herein notwithstanding, lesser vacation benefits may be provided where appropriate Specialty Boards require lesser vacation terms and pay for lost vacation shall be granted.

4. Anything to the contrary herein notwithstanding, pay in lieu of vacation shall be provided in the case of residents serving their first year of residency, where full Resident coverage in the given service cannot, in the discretion of the appropriate Department Director, be obtained.

5. Vacations must be taken during the year they are accrued.

6. Holidays. The following days shall be considered holidays with pay: New Year's Day, Martin Luther King's Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and four (4) Floating Holidays.

7. Where any of the foregoing holidays fall on a Saturday or Sunday the Hospital will designate the Resident's alternate day off with pay within 90 days. When a holiday falls on the regularly scheduled day off of a Resident, or during the vacation of a Resident, he/she shall be given another day off within 90 days of the holiday, or shall receive an additional regular day's pay computed on the basis of one fifth (1/5) of his/her regular weekly pay. All Residents required to work on any of the above listed holidays, or whose on-call hours extend into a holiday, will receive either (a) an additional day off with pay within 90 days after the holiday or (b) an additional regular day's pay computed on the basis of one fifth (1/5) of his/her regular weekly pay. Alternate holidays or compensation days may be taken after the scheduled holiday. A Resident shall use his/her best efforts to take such days within the given calendar year. But, such days may be carried over within the department an additional 90 days into the following year with the permission of the hospital.

Article 7
Malpractice Insurance

1. The Hospital will maintain in effect a commercial professional liability insurance policy covering the Hospital and all Residents, with total limits of no less than $1,000,000 for each claim and $3,000,000 in the aggregate annually for Flushing Hospital.

2. The Hospital shall indemnify and hold harmless each Resident against any and all liabilities, loss, damage, costs, and expenses of whatever kind, including counsel and attorney fees, arising from any professional liability claim or lawsuit, which they may incur by reason of negligent acts or omissions committed or performed within the scope of their employment, studies, administrative or committee functions, or responsibilities, and which are in excess of limits of coverage of any applicable commercial professional liability insurance policy, subject to the following exclusions:

a. Criminal actions or proceedings;

b. Assault and battery committed by or at the direction of a Resident and which alleged actions are clearly not within the proper scope of a Resident's duties or functions;

c. Payment of an award of punitive damages: Coverage as described herein shall otherwise apply in cases where both compensatory and punitive damages are sought, including the payment of any compensatory damages awarded in such cases;

3. Each Resident shall be protected by the coverage hereunder regardless of whether the Resident is still employed by the Hospital at the time a professional liability claim or lawsuit is made, filed, or served, provided it is arising from acts or omissions within the scope of his/her employment.

4. Each Resident, while on rotation to an affiliated institution, shall be protected from professional liability claims and lawsuits by coverage and indemnification comparable to that provided in this Article, including protection from claims reported or lawsuits filed after completion of the Resident's assignment to that institution. Upon request, CIR or a Resident will be provided by the Hospital with the details of the professional liability coverage for Residents rotating to an affiliated institution.

5. In the event any legal action is taken against any Resident for an act or omission hereinbefore set forth, either jointly with the Hospital or individually, the Hospital shall defend such action at its sole expense. However, both the professional liability insurance coverage for the Residents and the Hospital's obligation to defend and indemnify the Residents as set forth above are conditioned upon the Resident's cooperation in the defense of any professional liability claim or lawsuit.

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

7. Upon request, but no more than annually, the Hospital shall provide CIR with a copy of the professional liability insurance policy in effect covering Residents.

8. a. The Hospital will promptly notify CIR of any notice of cancellation or lapse in professional liability insurance coverage applicable to Residents.

b. The Hospital will notify CIR prior to changing insurance carriers or coverage amounts and shall provide documentation as necessary to CIR to show continuity of coverage for the Residents and comparability with the policy described in paragraph 1 hereinabove.

Article 8
On-Call Rooms, Lockers & Lounges

1. On call rooms shall be properly maintained seven (7) days a week. Maintenance shall include, but not be limited to, clean linens and towels daily, rooms and bathrooms swept and/or mopped, and fixtures cleaned on a regular basis. Bathrooms and showers shall be readily accessible. The number of on-call rooms shall be sufficient so that there shall be no more than two Residents assigned to any room. The Hospital shall make its best effort to provide on-call rooms so that there shall be no more than one Resident assigned to any room.

2. The Hospital shall make every effort to provide for separation by gender (i.e. one for male, one for female).

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

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

5. The Hospital shall maintain a sufficient number of Resident lounges for the exclusive use of Residents. Lounges shall be furnished with couches, chairs, bulletin boards, reading lamps and tables, a television, a microwave, a refrigerator, a coffee machine, and at least two working house telephones with access to regional area codes.

6. On-Call rooms shall be provided in the Hospital to all Residents who are rotating at either of the two sites. Preference shall be given to residents taking 24 hour call.

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

Article 9
Access to Files

1. Upon reasonable request and in any case where discipline is contemplated, Residents shall have the right to examine their personnel files and receive a complete copy. The Hospital shall comply with any Resident's request for access to his/her file as soon as practical but in no case later than 72 hours, exclusive of weekends, after the request is made.

2. All Residents shall have access to their personnel files with right to respond to any Hospital evaluatory statements with a written statement, which shall be added to the file. Residents shall be permitted to challenge the validity of any Hospital documents in their files through the grievance procedure. It is understood that the private reference submissions sent to the Hospital prior to employment are not covered by this Article.

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

Article 10
Laundry

1. The Hospital shall provide laundering services for white coats and scrubs without charge to the residents. White coats and scrubs shall be readily accessible at all times.

2. The Hospital shall provide a minimum of three (3) and a maximum of six (6) white coats and scrubs without charge to the residents.

Article 11
Residency Reduction

1. An incumbent Resident shall not be prevented from completing his/her residency program because of the Hospital's decision, for budgetary reasons, to reduce the number of residents in the program. The foregoing provisions shall not be construed to affect existing rights of the parties regarding renewal of appointments, except that questions regarding non-renewal of Residents' appointments may be processed in accordance with Article 13 (Grievance Procedure). The Hospital shall use its best efforts to place incumbent residents whose positions are affected.

2. The Hospital will immediately notify CIR/SEIU and the Resident(s) affected and the CIR/SEIU in writing:

a. Within thirty (30) days of a final decision to discontinue any training program or change in the disposition and/or configuration of a program for any reason.

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

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

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

Article 12
Leave Time

1. Leave time shall include sick leave, maternity leave, bereavement leave, paternity leave, and marital leave. Any leave time taken by the Resident will constitute time lost from the Residency program and will further constitute a significant factor in determining specialty board eligibility and certification. The Resident may obtain a copy of specialty board requirements from his/her Program or directly from the specialty board's website.

Program Directors will review with their Residents the implications of taking leave in the context of satisfying specialty board requirements. The Resident's Program Director shall also determine whether the Resident has satisfactorily completed the Residency Program in accordance with specialty board requirements. Leave time taken by the Resident during the year that exceeds the amount allowed by the Resident's specialty board shall be made up in accordance with residency program requirements.

The Resident agrees to review his/her applicable specialty board requirements from time to time in order to understand the impact that excessive leave will have upon the Resident's board eligibility or ability to successfully complete the residency program.

The Resident understands and agrees that he/she is not automatically entitled to additional training beyond the number of years required for his/her program and that any extension of training time must be approved by the Chief Financial Officer, Program Director, the Director of Medical Education, and the Graduate Medical Education Committee or its appointed *ad hoc* committee.

2. Sick Leave. Twelve (12) days of paid sick leave shall be provided per year cumulative to a maximum of forty-eight (48) days. Sick leave shall be available as of the date of hire and each subsequent anniversary date. Sick leave so advanced may be pro-rated in the event the Resident leaves prior to completion of the year. Disability due to maternity shall be considered as sick leave.

Where a Resident is absent for an episode of illness for several days including two consecutive nights of on-call, and upon request, provides satisfactory documentation from

his/her personal physician, or where a Resident resigns from his/her residency program, the coverage shall be provided by Residents who shall either receive compensation time-off or be paid at the normal hospital moonlighting rate, at the Chairman's option when performing duty above the normally published in their regular on-call schedule.
Daytime coverage for a sick or disabled Resident shall be shared by the remaining Residents where such additional duties are not unreasonably burdensome. Where it is practical for a Resident to make-up to one night's absence due to sickness or disability, he/she shall do so.

3. Maternity & Paternity Leave. Residents who are pregnant shall, upon their request and with proper notification to their departments and documentation from their personal physician, be assigned electives and rotations appropriate to their condition, relieved of a reasonable and limited amount of night call and exposure to particularly harmful disease, radiation, and chemicals, and be allowed to schedule personal medical visits when necessary. Such requested changes shall be in conformity with the rules of the Resident's specialty board.
The Hospital may require such Residents to present documentation from their personal physician that they are able to continue at or return to work. Unless the department chairman declares that they are unable to work, pregnant Residents may continue to work as long as they perform their modified duties in such a way as to meet satisfactory levels appropriate to their specialty board and departmental requirements before they use their accrued paid and unpaid leave time as specified in Article 11.
Upon request, new mothers and fathers shall be granted up to 12 months leave of absence without pay in addition to accrued paid holidays and sick and vacation time for maternity, child care, and disability. Such Residents shall be allowed to return to their positions without loss of earned credit for full or partial years of service, providing that such accreditation allowances shall be made within the rules or guidelines of the Resident's specialty board. The payment of short term and long-term disability compensation and the extension of insurance coverage shall be as per the provisions specified in the respective plans.
The Residents shall be allowed to schedule time for childbirth training classes for themselves or with their co-parent as necessary. Adoption shall be treated the same as

birth for all appropriate, leave-time purposes. Any child or day-care services provided to other hospital employees shall also be offered to Residents.

4. Bereavement Leave. A Resident shall be paid at his/her regular pay for three (3) working days absence in the event of the death of a grandparent, parent, spouse, child, domestic partner, legal dependent, or brother or sister.

5. Non-Birth Partner Leave. Non-birth partners shall have two (2) days parental leave.

6. Marital Leave. Residents shall have three (3) days marital leave.

7. Education Leave

a. Time off with pay for specialty exams will be granted for a period not to exceed three (3) days in which the exams are actually given.

b. Education leave up to three (3) days with pay to attend medical conferences shall be granted to eligible employees, provided that appropriate coverage can be arranged within the department. Eligible employees are those Residents in the final year of their basic residency, and any Resident who is a Chief Resident or Fellow.

c. The Hospital shall pay for all expenses, including travel, room and board, registration fees, and incidental spending for any Resident who is presenting a paper on behalf of the Hospital or is invited to talk at a conference, or is asked to attend by the Hospital. The resident must submit all expenses incurred within thirty (30) days of attending the conference and all expenses must be paid by the hospital within sixty (60) days of submission by the resident.

d. When a Resident is required to take the ACLS course or any of the required certification courses he/she shall be given time off for the length of the course. Coverage shall be arranged by the Department as required, except in an emergency, but at no additional cost to the hospital.

8. Convention Leave & Union Business. A maximum of four (4) CIR/SEIU Delegates shall be granted paid leave time such that they may attend the annual CIR/SEIU convention and periodic Labor-Management meetings. Thirty (30) days notice shall be provided to the Hospital.

9. Jury Duty. Each Resident shall receive time off with pay for jury duty. Each resident shall be paid for jury duty leave at his/her regular rate of pay.

10. Any leave time taken by a Resident during the year that exceeds the amount allowed by the Resident's specialty board shall be made up at the discretion of the Program Director.

Article 13
Grievance Procedure

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

2. FIRST STEP: The Resident and the CIR/SEIU shall take the grievance up directly with the Department's Chair, Program Director, or Administrator involved within ninety (90) calendar days after the individual Resident or CIR/SEIU had knowledge of the occurrence of the incident on which the grievance is based. The Department Director or Administrator shall give his/her answer to the Resident and the CIR/SEIU within five (5) working days thereafter.

SECOND STEP: If no satisfactory settlement is reached at the First Step, the CIR/SEIU may present the grievance in writing to the Hospital's Vice President of Human Resources or his/her designated representative within five (5) working days after the Department Director or Administrator has given his/her answer at Step 1.
The Vice President of Human Resources or his/her representative will meet with a representative of the CIR/SEIU within seven (7) working days after receipt of the written grievance and shall give his/her answer in writing to the written grievance within seven (7) working days after he/she meets with the CIR/SEIU representative.

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

3. Any grievance involving timely non-renewal of a resident (Article 15, #3 and #4) shall be submitted to an ad hoc hearing committee of the hospital's Graduate Medical Education Committee (GMEC) for a final decision. The hearing committee shall be comprised of the following members: the Director of Medical Education (or designee), a Program Director from another department and two (2) Residents from other departments. An appeal of a decision not to renew an appointment shall be submitted in writing to the Director of Academic Affairs or Director of Graduate Medical Education within ten (10) working days of receipt of the written notice of the decision to not renew. The ad hoc committee shall hold the hearing within fifteen (15) working days of receipt of the Resident's request for a hearing so that the resident may respond to the charges. The Resident shall be entitled to CIR/SEIU representation at such a hearing. The ad hoc committee shall respond in writing to the Resident and the CIR/SEIU representative within ten (10) working days after the hearing. The decision of the GMEC committee is final and binding.

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

5. In the event a grievance is of a general nature affecting either all the Residents of a single service or two or more Residents assigned to different services, the CIR/SEIU may file such grievances at Step 2 without resort to Step 1.

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

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

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

Article 14
Disciplinary Action

1. There shall be no discipline imposed against any Resident except for cause and until there has been a hearing as set forth in this Article.

2. When disciplinary action is contemplated, either by a Department Chair, Program Director, or Hospital Administrator, written charges shall be simultaneously presented (within 72 hours) to the Resident and to the CIR/SEIU Contract Administrator assigned to the Hospital. A Resident may request a hearing within seven (7) working days after receipt of the written charges. Such requests shall be in writing. Upon receipt of the Resident's request for a hearing, an ad hoc hearing committee of the Hospital's Graduate Medical Education Committee (GMEC) shall be formed. The hearing committee shall be comprised of the following members of the GMEC: the Director of Medical Education (or designee), a Program Director from another department and two (2) Residents from other departments. The ad hoc committee shall hold the hearing within fifteen (15) working days so that the Resident may respond to the charges and provide exculpatory evidence. The Resident shall be entitled to CIR/SEIU representation at such a hearing. The ad hoc committee shall respond in writing to the Resident and the CIR/SEIU representative within ten (10) working days after the hearing.

3. In cases where the disciplinary action is upheld after the foregoing procedure, the CIR/SEIU may, within 10 working days after it receives the hearing committee's written decision, submit the dispute to the Vice President of Human Resources or his/her designated representative for a Step 2 grievance hearing. The Vice President of Human Resources or his/her designated representative will meet with a representative of CIR/SEIU within 10 working days after receipt of the written grievance and shall give an answer within 10 working days after meeting with the CIR/SEIU representative.

If the Vice President of Human Resources or his/her designee's written response does not resolve the grievance, CIR/SEIU may, within 10 working days after it receives the Vice President of Human Resources or his/her designee's written decision, submit the dispute to final and binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

4. A Resident may be reassigned from and/or relieved immediately of medical responsibilities prior to a hearing without pay only where the Hospital determines that the Resident's continued presence in the hospital is a risk to the health and safety of patients and/or staff. Such determinations must be communicated in writing and presented to the Resident and to the CIR/SEIU Contract Administrator. This determination may be grieved starting at the Second Step of Article 13 (Grievance Procedure) within 10 working days after the written determination has been received. A Second Step decision to uphold a determination to relieve a Resident of medical responsibilities may be appealed pursuant to the expedited arbitration procedures of the American Arbitration Association.

5. The Hospital will provide Residents with reasonable time off to defend themselves in disciplinary hearings.

Article 15
Individual Contracts

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

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

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

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

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

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

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

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

Article 16
Work Schedules

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

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

Article 17
Parking

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

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

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

4. The Flushing Hospital policy concerning reimbursement parking fees in excess of the daily rate is as follows:

When a Resident begins duty on one day and concludes his/her duty on the next day, he/she may seek petty cash reimbursement for parking fees in excess of the daily rate by submitting his/her receipt to the Hospital's Accounts Payable Department within thirty (30) days of payment of that fee and shall receive reimbursement within a reasonable time after complying with this section.

Article 18
Prohibition Against Discrimination

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

upgrading, demotion, downgrading, transfer, lay-off, and termination, and all other terms and conditions of employment."

Article 19
Out of Title Work

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

2. The parties recognize that Residents have professional responsibilities for the care and treatment of patients. Residents in both Inpatient and Outpatient Services shall not regularly or recurrently be assigned or expected to perform various support functions including IV services, clerical services, routine vital signs and weights, phlebotomy services, and services pertaining to the movement of patients and materials within the Hospital.

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

Article 20
Education / Patient Care Committee

1. An Education/Patient Care Committee (EPCC) shall be established composed of four (4) CIR/SEIU Elected Residents, and two (2) members chosen by the Hospital Administration.

2. Effective July 1 2017, the Hospital will provide up to $12,000 per academic year for the purchase of materials specifically requested by the CIR/SEIU for the use of

the EPCC. If the full amount is not used, whatever remains will be rolled over to the next year up to a maximum of $20,000. Up to $8,000 may be used through June 30 2017.

3. The EPCC will review and consider equipment, education, and patient needs of the Hospital Administration. Equipment and/or material that are required by the New York State Department of Health, Accrediting bodies, or any state regulatory agency cannot be submitted to be considered for purchasing by the EPCC.

4. The EPCC will make written proposals for equipment, education, and patient needs to the appropriate Hospital Administrator. A copy of such proposal will be made available to the CIR/SEIU.

5. The EPCC will be informed in writing, within thirty (30) days, of the Hospital's action on its proposals. . All approved equipment and/or materials will be purchased and provided to the appropriate department within sixty (60) days of approval by the Hospital.

6. The EPCC will meet at least quarterly. Final decision of any proposal is at the discretion of the President of the Hospital and is not subject to the grievance and arbitration procedures.

Article 21
Education

The Hospital agrees to provide a suitable environment for the medical education experience and a training program that meets the general requirements of the essentials of all appropriate residency accrediting bodies.

Article 22
Patient Transfers

Coverage of patient transfers from the Hospital between the hours of 4:00 p.m. and 7:00 a.m. shall be provided according to the following procedure:

1. A list of Residents who volunteer to accompany patients transferred from the Hospital by ambulance between 4:00 p.m. and 7:00 a.m. will be created. The list

shall be in alphabetical order.

2. A Resident shall be paid fifty dollars ($50) for each transfer he/she performs. When the scheduled time of such duty (scheduled departure to actual return) exceeds two (2) hours, the Resident shall be paid an additional twenty-five dollars ($25).

3. Transportation for the Resident's return to the Hospital shall be pre-arranged before the transport begins. If return transportation is not provided, actual taxi fare will be immediately reimbursed upon submission of receipt(s).

4. From the list of volunteers, Residents will be called in alphabetical order. Once a Resident has performed a patient transfer under this provision, his/her name will rotate to the bottom of the list.

5. If no Resident on the list of volunteers is available, a Resident on-call at the Hospital may be assigned to the transfer.

Article 23
Committees

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

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

2. Whereas the parties acknowledge a mutual desire to ensure the availability of and access to adequate technological and electronic resources such as laboratory and radiological systems, medical information retrieval systems, and electronic medical literature databases, the parties agree as follows:

a. Within a reasonable time after EPIC has been rolled out, the parties agree to form an Information Technology Committee to address and oversee the acquisition and distribution of computers and other information technology related equipment and software.

b. The Hospital agrees to acquire such agreed upon equipment and software within a reasonable time after the Committee's decision.

In order to accomplish the goals of the ITC, the Committee will meet at mutually agreeable scheduled times. The Committee will discuss, in good faith, and attempt to reach solutions to any problems arising from the subject matter of this provision. The parties further agree that this Committee and its related issues shall not be subject to the grievance and arbitration procedures set forth in the CBA.

Article 24
Political Action Check-Off (PAC)

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

Article 25
Rotational Expenses

Residents shall be reimbursed for actual travel expenses using the most cost effective means of travel for mandatory rotations at other Hospitals. Whether time is of the essence will be taken into consideration when determining the cost effectiveness of travel expenses. Parking expenses incurred on mandatory rotations at other hospitals will also be reimbursed. Residents must provide receipts in order to be reimbursed. Residents must submit receipts and requests for reimbursement within 30 days of incurring the expense. The Hospital will make best efforts to reimburse Residents within 30days of the submission.

Article 26
Moonlighting

1. Moonlighting is prohibited during the Resident's first post graduate year (PGY-1).

2. During PGY-2 and thereafter, moonlighting is permitted if it does not impinge on or interfere with the Resident's performance of his/her required duties at the Hospital and provided that it is in conformance with all applicable legislative requirements.

3. If, in the opinion of the Director of Academic Affairs or the Executive Director with the concurrence of the Director of Medical Education, moonlighting has impinged on or interfered with a Resident's primary obligations, the Director of Academic Affairs may request in writing that the moonlighting cease.

4. Any request to a Resident to cease moonlighting must be in writing. Such written notification must include an explanation of how such moonlighting interferes with the Resident's responsibilities at the Hospital.

5. A request to cease moonlighting shall not be arbitrary or capricious.

6. These items shall not be grievable through the Hospital CIR/SEIU contract.

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

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

Article 27
Safety and Health

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

2. Personal protection equipment that consists of masks, gloves, gowns, goggles, safe needles, and other appropriate equipment as needed shall be available

on each patient unit, in the emergency room, in the operating room, and other areas where needed. Residents shall be responsible for properly discarding equipment and sharps immediately after treating patients and shall follow all the Hospital's safety rules and regulations.

Article 28
Medical Education Benefits

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

2. a. Through June 30 2017, Residents in the final year of their basic residency, and any Resident who is a Chief Resident or Fellow shall receive a medical education allowance of up to $750. All other employees in their intern year will receive a medical education allowance of up to $175 per year; residents in all other years (except Residents in their final year of basic residency, Chief Residents and Fellows as defined above) will receive $400.

Effective July 1 2017, the medical education allowance will be increased to the following amounts:

Category	Residency Year	Medical Education Allowance
1	PGY 1	Up to $350
2	PGY 2 and all residents not listed in category 3	Up to $500
3	Chief Residents, Fellows, Residents in the final year of basic residency	Up to $800

Such reimbursement shall be for conferences, board reviews and or board examination, literature such as books, medical audio or video tapes, medical compact discs, work-related medical equipment including personal digital assistants (PDA's, including smart phones and tablets), dues for medical specialty societies, subscriptions for journals, medical license application and/or examination fees, educational tools,

and/or medical equipment directly related to the resident's training program and are subject to the approval of the Department Chairperson. Such approval shall not be arbitrarily denied. The allowance shall be paid each year not later than 30 days after submitting original expense receipts related to attendance of a medical conference(s) or purchase of medical educational materials.

b. Residents shall be allowed to roll over unused balances, but once the medical education allowance has been depleted the bank will not be replenished.

Article 29
Medical Board Representation

1. The Hospital shall include in the regular membership of the Hospital's Medical Board two (2) non-voting representatives of the Residents, to be elected by their peers.

Resident representatives shall be timely notified, in writing whenever possible, of all scheduled meetings and proposed agendas of the Medical Board and/or committees thereof on which they sit.

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

Article 30
Separability

In the event that any provision of this Agreement is found to be in contravention of the laws or regulations of the United States or the State of New York or found by any court of competent jurisdiction to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provision of this Agreement. The parties shall enter into immediate collective negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

Article 31
Miscellaneous

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

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

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

4. The Hospital will provide and maintain a copying machine for use by the Residents for the copying of medical materials for their educational use.

5. It is understood that access to the Medical Libraries will be available 24 hours and that access will be made available to Residents when the Medical Library is not open. There will be hospital wide Internet connectivity providing access to Medline. Residents will have access to reference textbooks, either electronic or print and access to the Hospital databases.

6. The Hospital will make every effort to provide in the future intranet access at the point of care.

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

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

9. Residents shall be appointed to the following Hospital Committees: Quality Assurance, Utilization and Review, Medical Education, the Committee on Bio-ethics, and any other committee the Hospital shall deem appropriate.

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

11. The hospital will pay $5,000 per year, due each contract year, into the Joint Quality Improvement Association.

The JQIA is jointly-run organization that would focus on improving the quality of health care and making it more cost effective. The organization would develop best practices and methodologies related to quality and efficiency, and disseminate them to the CIR/SEIU members and to participating hospitals.

Article 32
Hospital Rights

Unless modified or relinquished in this Agreement, the Hospital shall continue to have sole right to manage and operate its business, property, and facilities, and to direct its working forces including, but not by way of limitation, any change in the nature or scope of the business or method of system of operating the same, the discontinuance, consolidation, or change in the organization or departments, the discontinuance, consolidation, or reorganization of any training program, the discharge of Residents for just cause, the direction and scheduling of the working force, the fixing of opening and closing hours, except as herein specified, the employment, placement, transfer, promotion of employees, and the need for and extent of any layoff. The Hospital may continue, and from time to time, make or change such rules or regulations as it may deem necessary and proper for the conduct of its business provided that the same and their promulgation are not inconsistent with any of the provisions of this Agreement.

Article 33
No Strike - No Lockout

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

Inability of the Hospital to continue operations because of a labor dispute shall not be considered a lockout.

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

Article 34

Contract Renewal

This agreement shall be in full force and effect from **January 1, 2017 through December 31, 2019** and shall continue to be in effect and be automatically renewed from year to year thereafter unless either party gives notice to the other at least one hundred and twenty (120) days prior to December 31, 2019 of its desire to modify this agreement.

IN WITNESS WHEREOF, the parties hereto have caused these present to be signed by their duly authorized representative(s) the **7th day of April, 2017.**

By: _____

Trina Cornet

Vice President, Flushing Hospital Medical Center

By: _____

Eric Scherzer

Executive Director, CIR/SEIU

Committee of Interns & Residents/SEIU
National Office
520 Eighth Avenue, Suite 1200
New York, New York 10018

Tel: 212-356-8100
Fax: 212-356-8111
info@cirseiu.org **www.cirseiu.org**