

K#: 9F32

**COLLECTIVE BARGAINING  
AGREEMENT**

between

**MAIMONIDES  
MEDICAL CENTER**

and the

**COMMITTEE OF INTERNS  
AND RESIDENTS/SEIU**

**July 1, 2007 – October 31, 2010**



**Committee of  
Interns and  
Residents**  
*SEIU*Healthcare.

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# **ARTICLE 1:**

## **RECOGNITION**

The Medical Center recognizes the CIR/SEIU as the exclusive bargaining representative for the full time and regular part-time interns, residents, chief residents and fellows employed by Maimonides Medical Center at its facilities at 4802 Tenth Avenue, Brooklyn, N.Y., excluding all other employees including chief residents in the following departments: Medicine and Pediatrics; guards and supervisors as defined in Section (11) of 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 a 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, up to the required prerequisite number of years.

- (c) In the event a House Staff Officer changes his/her specialty, he/she shall receive a maximum credit of two years for prior service in a Maimonides residency program.
2. A year of service in a training program as herein referred to shall mean a year of service in a training program that has been certified as having been satisfactorily completed by the appropriate Hospital authority.
  3. A House Staff Officer who, during the term of this Agreement, successfully completes his/her services for a year in a Maimonides residency program and is reappointed to serve for an additional year shall be advanced to the next higher PGY.
  4. Effective May 1, 2008 each House Staff Officer shall receive a 3% increase and PGY base rates shall be adjusted accordingly.
  5. Effective January 1, 2009 each House Staff Officer shall receive a 4% increase and PGY base rates shall be adjusted accordingly.

6. Effective January 1, 2010 each House Staff Officer shall receive a 1.5% increase and PGY base rates shall be adjusted accordingly.
7. Effective September 30, 2010 each House Staff Officer shall receive a 2.5% increase and PGY base rates shall be adjusted accordingly.

<b>PGY Level</b>	<b>Current</b>	<b>5/1/08 3%</b>	<b>1/1/09 4%</b>	<b>1/1/10 1.5%</b>	<b>9/30/10 2.5%</b>
<b>PGY 1</b>	\$46,046	\$47,427	\$49,324	\$50,064	\$51,316
<b>PGY 2</b>	\$49,306	\$50,785	\$52,816	\$53,608	\$54,948
<b>PGY 3</b>	\$51,923	\$53,481	\$55,620	\$56,455	\$57,866
<b>PGY 4</b>	\$53,569	\$55,176	\$57,383	\$58,244	\$59,700
<b>PGY 5</b>	\$55,468	\$57,132	\$59,417	\$60,309	\$61,816
<b>PGY 6</b>	\$56,560	\$58,257	\$60,587	\$61,496	\$63,033
<b>PGY 7</b>	\$57,815	\$59,549	\$61,931	\$62,860	\$64,432
<b>PGY 8</b>	\$59,068	\$60,840	\$63,274	\$64,223	\$65,828

8. The Chief Resident differential will remain unchanged during the term of this agreement.

## **ARTICLE 3:**

### **HEALTH INSURANCE AND LEGAL BENEFITS**

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 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 House Staff Officer 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 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 dependants in the VHHSBP.

<b>Effective Date for Each HOUSE STAFF OFFICER</b>	<b>Applicable Monthly Contribution Rate</b>
January 1, 2008	\$703.00
January 1, 2009	\$724.09
January 1, 2010	\$745.81

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

3. The dependents of the participant shall be as defined in the VHHSBP Summary Plan Description.
4. The Employer shall furnish VHHSBP with lists of incoming and terminating residents prior to June 1 of each Plan Year. In addition, the employer shall also furnish VHHSBP with a full list of all 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:
- a. Last Name (family name)
  - b. First Name
  - c. Middle Name (if any)
  - d. Social Security #
  - e. Current PGY Level
  - f. Date of Hire
  - g. Department
  - h. Street Address  
(multiple lines separated by semicolon ";")
  - i. City
  - j. State
  - k. Zip Code
  - l. Email
  - m. Home Phone #
  - n. Member/Agency Fee Payer (M for member, A for agency fee payer)
  - o. Family status (S for single and F for family)
  - p. 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 House Staff Officers.
8. Effective 1/1/2008: Housestaff scheduled to graduate prior to or on December 31, 2008, shall cease to make employee benefits contributions to Maimonides Medical Center.
9. Effective 9/1/2009: Housestaff shall contribute according to the following schedule for health benefits to Maimonides Medical Center:

Categories	Single Medical		Family Medical	
	Cost Per Pay Period	Annual Cost	Cost Per Pay Period	Annual Cost
\$30-\$49.9k	\$11.39	\$273.35	\$30.14	\$723.4
\$50-\$74.9k	\$14.54	\$348.99	\$38.52	\$924.44

10. Effective 9/30/2010: Housestaff shall cease to make employee benefits contributions to Maimonides Medical Center.
11. The Employer shall continue to provide New York State Disability insurance to the House Staff Officers.

## **ARTICLE 4:**

### **MEALS**

The meal voucher and token system for the provision of food currently in place at MMC shall remain in effect for the term of the contract. The parties agree to meet in labor management meetings to discuss any problems in the implementation of this system.

## **ARTICLE 5:**

### **PARKING AND TRANSPORTATION**

1. All House Staff Officers shall be entitled to the same parking privileges and rates afforded to all other employees excluding administrators and managers of the hospital while working at all hospital facilities.
2. The MMC shall provide, at the Hospital's discretion and expense shuttle service between the MMC and the various facilities used by the House Staff Officers for outside rotations
3. The MMC will reimburse the House Staff Officer's actual cost incurred for transportation, at night (i.e. after 5:30 pm in the winter or after 7:00pm in the summer) from a MMC clinic to his or her place of residence, up to a maximum of \$15.00 per occurrence.
4. The MMC will reimburse the House Staff Officer's actual cost of transportation, when he/she is required by MMC to return to MMC from an MMC clinic or

Coney Island Hospital and the shuttle service is not available within a reasonable period of time.

5. The MMC will reimburse the House Staff Officers on rotation at Coney Island Hospital for parking expenses at MMC when the House Staff Officer is required by MMC to return to MMC during the course of a regular workday or overnight call.
6. Request for the above reimbursement must be submitted to the MMC, with a paid receipt and written explanation, within thirty (30) days of the date of the receipt. The House Staff Officer shall receive such reimbursement within a reasonable period of time.
7. The MMC shall continue to provide the parking vouchers for House Staff Officers who are on-call at MMC in order to avoid being charged for 2 days of parking when on-call for a 24-hr. period. The Hospital will make every effort to distribute the parking vouchers prospectively.
8. Parking problems and/or any adjustment to the shuttle schedule prior to its implementation will be discussed at the labor management committee.
9. With respect to paragraph three (3) and four (4) above, House Staff Officers must make reasonable efforts to use other appropriate means of transportation that are available to them and, make efforts to use private car service efficiently (e.g. ride sharing, use of car pools etc.).

# **ARTICLE 6:**

## **MEDICAL EDUCATIONAL BENEFITS**

1. Request for time off with pay to a maximum of three (3) days from July 1st to June 30th, to take Board Reviews, licensure, specialty, immigration or other examinations related to the training program, will not be unreasonably denied by the respective Chairperson or designee.
2. All House Staff Officers in their final two (2) years of their basic program shall receive reimbursement of up to \$500.00, towards the cost of an Educational Conference and/or Board Review Program, subject to the approval of the Chairperson or designee. Such approval shall not be unreasonably denied. The reimbursement if not used, may not be accumulated from year to year
3. All Fellows in their final year shall receive reimbursement of up to \$500.00, towards the cost of an Educational Conference and/or Board Review program in their subspecialty, subject to the approval of the Chairperson or designee. Such approval shall not be unreasonably denied.
4. All House Staff Officers including Fellows in their final year will be entitled to receive for educational conference and/or Board Review, leave time of up to three (3) paid days subject to the approval of the department. It is understood that the House Staff Officers including Fellows taking educational and or Board

Review leave time shall be responsible for arranging coverage with the approval of the Chairperson or its designee. Leave time for educational conference and/or Board Reviews shall not be unreasonably denied.

5. Individual departments in their discretion may provide greater benefits than those provided above.

## **ARTICLE 7:**

### **LEAVE TIME**

#### 1. Sick Time

- (a) Effective the first day of employment and on each annual anniversary date thereafter, each House Staff Officer shall be credited with twelve (12) paid sick days (which may be accumulated to forty-eight (48) paid days). If a House Staff Officer's appointment includes a portion of a year, then the sick leave shall be pro-rated for that portion of the year.
- (b) House Staff Officers who have been employed for at least three months shall be eligible for medical leave without pay to a maximum of six (6) months. The House Staff Officer's Program Director or designee shall approve medical leave. Such approval shall not be unreasonably denied.
- (c) House Staff Officers will not be required to make up on-calls missed while on sick leave.

## 2. Bereavement Leave

- (a) In the event of death of a House Staff Officer's mother, father, spouse, domestic partner, brother, sister, child, or other member of the House Staff Officer's immediate family, the House Staff Officer is entitled to receive five (5) paid working days leave without loss of pay for the purpose of attending the funeral services or arranging for burial.
- (b) In the event of death of a House Staff Officer's grandparent, the House Staff Officer is entitled to receive three (3) paid working days leave without loss of pay for the purpose of attending the funeral services or arranging for burial.
- (c) Upon request and with the approval of his or her Program Director or designee, a House Staff Officer shall be eligible to receive up to two additional weeks of unpaid leave, including the use of his/her accrued but unused paid leave (vacation, holiday, personal) if available, in the event travel is required out of the country or a minimum of 500 miles. Length of leave will be agreed prior to House Staff Officer's departure.
- (d) Days for bereavement leave shall be used consecutively and proof of death and or relationship may be required.
- (e) House Staff Officers will not be required to make up on-calls missed while on bereavement leave.

### 3. Personal Days

Effective with the first day of employment and on each annual anniversary date thereafter, each House Staff Officer shall be credited with one (1) personal day off with pay. The House Staff Officer's Program Director or designee shall approve personal days. Such approval shall not be unreasonably denied. Personal days cannot be accrued from year to year.

### 4. Miscellaneous Leave Time

(a) House Staff Officers are eligible for unpaid personal leave for a period of up to six (6) months. The House Staff Officer's Chairperson or designee must approve the unpaid personal leave; such approval shall not be unreasonably denied.

(b) House Staff Officers are eligible for unpaid educational leave for a period of up to six (6) months. The House Staff Officer's Chairperson or designee must approve the unpaid educational leave; such approval shall not be unreasonably denied.

(c) House Staff Officer shall be eligible for military leave in accordance with the applicable Law.

### 5. Family and Medical Leave

Consistent with the Family and Medical Leave Act of 1993, eligible House Staff Officers upon at least thirty (30) calendar days notice (or if not possible, as soon as practical) may be entitled to up to twelve (12) weeks of unpaid medical leave for a serious health

condition, or the serious health condition of said person's spouse, parent, legal guardian, or child, and up to twelve (12) weeks of unpaid leave for the birth or care of a child under the age of one (1) year. The parties shall be subject to all the rights and obligations contained in the Family and Medical Leave Act. House Staff Officer returning from family leave may be required to complete missed rotations in order to become board eligible. Should a department require a House Staff Officer to complete missed rotations, the Medical Center shall compensate the House Staff Officer at his/her current PGY level and provide malpractice coverage and all other applicable hospital benefits. House Staff Officers may elect to or the Medical Center may require the House Staff Officer to utilize any accrued but unused sick days, vacation days, holidays and personal days as part of this twelve-week leave.

6. In addition to the Family Medical Leave Benefits described above the following shall apply concurrently if applicable:

Maternity Leave and Accommodation: Upon presentation of proper documentation, House Staff Officers shall be eligible for up to six months unpaid maternity leave.

Upon request, a House Staff Officer who is pregnant shall be assigned electives and rotations appropriate to their condition, to the extent possible, and relieved of a reasonable and limited amount of night call and

exposure to diseases, radiation, and chemicals, which may be harmful to the fetus and mother, and be allowed to schedule personal medical visits as appropriate. Such requested changes shall be in conformity with the rules of the House Staff Officer's specialty board and within the constraints of the program.

**New Baby Care Leave:** A House Staff Officer after sixty (60) days employment will be eligible to receive a one (1) day paid leave of absence at the employee's regular compensation rate, in the event of the birth of a child to his/her spouse or domestic partner or the adoption of an infant child by their family. Proof of birth or adoption may be requested.

7. **Marriage Leave:** A House Staff Officer shall be paid his/her regular pay for three (3) working days absence for marriage leave provided that reasonable notice is given and that the days are taken consecutively and at the time of marriage. Proof of marriage may be requested.
8. **Holidays**
  - a. House Staff Officers shall receive eleven (11) holidays off per year with pay. The following days shall be considered holidays with pay:
    1. New Year's Day
    2. Martin Luther King, Jr. Day
    3. President's Day
    4. First Day of Passover

5. Memorial Day
  6. Independence Day
  7. Labor Day
  8. First Day of Rosh Hashanah
  9. Yom Kippur
  10. Thanksgiving Day
  11. Christmas Day
- b. Effective 1/1/2008 House Staff Officers assigned to work on a hospital holiday six (6) hours or more are to receive an alternate day off with pay within sixty (60) days, to be taken before or after the worked holiday, or, receive a day's pay. The Program Director will consider the House Staff Officer's preference, but whether the House Staff Officer receives a day off or a day's pay in lieu of time off shall be at the sole discretion of the hospital.
- c. The hospital will designate prior to January 1 of each year, the exact date of celebration of each of the above specified holidays.
9. A House Staff Officer taking leave of absence for any reason is to confer with his/her Program Director about the impact of the leave of absence on satisfying the criteria for completion of the residency program, and is to obtain information relating to access to eligibility for certification by the relevant certifying board and is to further put said advisement in writing. The House Staff Officer is to review and sign off on the advisement, which is to be placed in his/her file.

## **ARTICLE 8:**

### **VACATION**

1. The annual vacation allowance for House Staff Officers employed for a twelve (12) month period shall be four (4) weeks effective the start of his/her residency year. House Staff Officers may be permitted to split vacation time or use it as a whole unit subject to the approval of his/her Program Director, or designee. The Medical Center will reasonably honor scheduling requests, based on operational needs.
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 House Staff Officer at the discretion of his/her Program Director or designee and pay for lost vacation shall be granted.
3. When appropriate Specialty Boards require lesser vacation time, House Staff Officers will be paid for lost vacation time by the end of the academic year.
4. Vacations must be taken during the residency year that they are earned.

## **ARTICLE 9:**

### **UNIFORMS AND LAUNDRY**

1. The Medical Center shall provide free long laboratory coats and scrubs to House Staff Officers and laundering free of charge.

2. The Medical Center shall provide all House Staff Officers access to clean long lab coats and scrubs twenty-four (24) hours a day, seven (7) days a week.

## **ARTICLE 10:**

### **DUES**

1. Every House Staff Officer covered by this Agreement after thirty (30) days of employment must, as a condition of employment choose one of the following:
  - (a) Full union membership: The House Staff Officer chooses to join the CIR/SEIU as a full member, is subject to all rights and duties accorded members, and, as a condition of employment, must pay the uniform periodic dues charged by the CIR/SEIU.
  - (b) Financial core employee: The House Staff Officer does not become a member of the CIR/SEIU but must pay, however, as a condition of employment a sum equivalent to the uniform periodic dues charged by the Union.
2. No discrimination or reprisal shall be taken against any House Staff Officer by either party based upon membership or non-membership in the CIR/SEIU. Every House Staff Officer shall have the right to determine his/her financial obligation to the CIR/SEIU free of interference, restraint or coercion.
3. CIR/SEIU shall have the right to the check off and transmittal of dues or the appropriate sum equivalent

on behalf of each House Staff Officer in the bargaining unit, who has signed a dues check off authorization card, which has been forwarded to the Medical Center. Such sums to be deducted monthly from the paycheck of each House Staff Officer, in such amounts as CIR/SEIU shall establish. The Medical Center agrees to forward such sums by the 20th day of the month after they are collected.

4. It is specifically agreed that the Medical Center assumes no obligation, financial or otherwise arising out of the provisions of this Article, and the CIR/SEIU agrees that it will indemnify and hold the Medical Center harmless for any claims, judgments, actions or proceedings made by any House Staff Officer arising from deductions made by the Medical Center pursuant to this Article. After deductions are remitted to the CIR/SEIU the disposition there of shall be the sole and exclusive obligation and responsibility of CIR/SEIU.

## **ARTICLE 11:**

### **OUT OF TITLE WORK**

1. 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) defines those duties.

2. An annual survey may be conducted by the Medical Center and the Medical Center will provide the CIR/SEIU with a sample of the survey thirty (30) days prior to conducting the survey, and with a summation of the results forty-five (45) days after the Medical Center tabulates the results.

## **ARTICLE 12:**

### **ON-CALL ROOMS**

1. The Medical Center 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. Should staffing or scheduling changes necessitate the addition or deletion of on-call rooms, The Medical Center shall notify the CIR/SEIU of any changes in the location of the on-call rooms thirty (30) days, prior to the implementation of said changes.
2. It is MMC's goal that there will be no more than 2 (two) House Staff Officers per on-call room. As part of this goal, all new on-call rooms will be designed to accommodate a maximum of two House Staff Officers. There shall be sufficient rooms to allow separation of genders.
3. There shall be a telephone in each on-call room with direct access to regional area codes for use related to proper patient care. There shall be reasonably convenient access from on-call rooms 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. On-call rooms that are built as part of any new construction shall be wired for intranet and internet access.

4. Within 30 days of the signing of the CBA, on-call rooms shall have functional locks and readily available keys. The Medical Center shall maintain these locks in working order.

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

## **ARTICLE 13:**

### **LIBRARY AND COMPUTERS**

1. The MMC shall provide a Medical Library in a convenient location. The library shall generally be open and staffed from 7:00 AM to 9:00 PM Monday through Thursday, and until 7:00 PM on Fridays. The library shall be opened from 1:00 PM to 5:00 PM on Saturdays and Sundays. If a House Staff Officer needs access to the Medical Library at other times, for urgent patient care needs the House Staff Officer shall contact a Security Officer who will make the

necessary arrangements to open the library and allow the House Staff Officer to remove the material he/she needs or copy it. The House Staff Officer will be required to sign the material out

2. The MMC will endeavor to provide 24-hour on-line Intranet access to a core library of full-text journals, textbooks, and manuals convenient to resident work areas.
3. Residents shall have 24 hour access to working printers strategically located in the MMC.
4. The MMC will endeavor to provide 24-hour intranet access to the Library's database.
5. The MMC shall maintain copy machines in the library and House Staff Officers shall be entitled to a reasonable number of free copies of items available in the medical library.
6. The MMC agrees to discuss additional hours and access issues in labor management committee meetings.

## **ARTICLE 14:**

### **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 if requested, excluding pre-employment references.

2. House Staff Officers shall have the right to review any evaluation with the Program Director, or designee, of his or her program.
3. House Staff Officers shall be notified when any evaluation, complaint or disciplinary notice is placed in their file. House Staff Officers shall have the right to review all materials placed in their file, 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, to any file entries or report, within 90 (ninety) days of their being notified of its placement in their file. In the event a House Staff Officer was not notified that a specific document was placed in their file, the hearing officer at any disciplinary hearing shall take such fact into consideration.
4. Written evaluations and/or composite evaluations of House Staff Officers will be performed regularly after each rotation, by an Attending Physician who had direct contact with the House Staff Officer. Evaluations shall be conducted in a timeframe and format acceptable to the RRC, specialty board or other accredited body and disclosed in advance to the House Staff Officer. A copy of any evaluation will be shown to the House Staff Officer and placed in his/her file within 45 (forty five) days after completion of rotation if possible.
5. Requests for letters of evaluation of a House Staff Officer will not be unreasonably denied by the Program Director or designee.

# **ARTICLE 15:**

## **LABOR-MANAGEMENT MEETINGS**

1. In the interest of fostering sound labor relations, CIR/SEIU and the Medical Center will form a Labor-Management Committee made up of three (3) members of the House Staff selected by the members of the House Staff and a representative from the CIR/SEIU, and four (4) management representatives. The Labor-Management Committee shall meet monthly for the first six (6) months after signing a contract then quarterly or as otherwise mutually agreed to discuss any issues or concerns in any one or more of the following subjects:
  - a. Training issues.
  - b. Recommendation of institution policies and procedures that serve to enhance the quality of residential life and promote an outstanding academic experience.
  - c. Improvement of patient care.

None of the above subjects shall be subject to grievance or arbitration.

2. The goal of the committee is also to resolve issues arising out of the implementation and interpretation of this Agreement, and where possible to avoid or eliminate grievances. The Labor-Management Committee is not intended to replace resolution of problems at the Department level.

3. An agenda for the meeting must be distributed to the members of the Committee at least ten (10) days prior to the scheduled date of the meeting.
4. The Labor-Management Committee will consider possible space within the Medical Center that may be available for a staff lounge for the exclusive use of House Staff Officers. Its recommendation shall be forwarded to the Medical Center's Space Committee.

## **ARTICLE 16:**

### **GRIEVANCE PROCEDURE**

The purpose of this procedure is to assure prompt, fair and equitable resolution of disputes concerning the implementation and the administration of this agreement by providing a procedure set forth in this Article for adjusting and settling grievances. Notwithstanding this procedure, the parties agree to encourage open communications between House Staff Officers and the Medical Center so that resort to this procedure will not normally be necessary.

1. A grievance shall be defined as a dispute regarding the interpretation or application of the terms of this written Agreement, other than for adverse actions, and the regular and recurrent assignment of House Staff Officers to duties not appropriate for House Staff Officers. Adverse actions shall be appealed pursuant to the procedures set forth in Article 17 (Adverse Action). Any violations of the adverse action

procedure set forth in Article 17 are subject to the grievance procedure (Article 16 Grievance Procedure). Grievances may be brought by an individual House Staff Officer with the assistance of the CIR/SEIU, and shall be undertaken as follows:

- a. First Step: The House Staff Officer and CIR/SEIU shall present the grievance in writing with the Program Director or Administrator, or his/her designated representative, who took or failed to take the action which gave rise to the grievance. Grievances must be presented within ten (10) business days after the House Staff Officer knew of the alleged violation leading to the grievance. The Program Director or Administrator, designee, shall give his/her answer in writing to the House Staff Officer and the CIR within seven (7) business days thereafter.
- b. Second Step: If no satisfactory settlement is reached at the First Step, the House Staff Officer may present the grievance in writing to the Vice President—Human Resources or his/her designated representative within seven (7) business days after House Staff Officer receives the First Step answer from the Program Director or designee.

The Vice President for Human Resources or his/her representative will meet with the House Staff Officer and a representative of the CIR/SEIU within ten (10) business days after receipt of the written grievance and shall give

his/her answer in writing to the written grievance within seven (7) business days after he/she meets with the House Staff Officer and CIR representative.

- c. Third Step: If any grievance is not satisfactorily resolved in the foregoing procedure, the CIR/SEIU may within thirty (30) calendar days after it receives the Vice President of Human Resources, or his/her representative's answer at the Second Step, the CIR/SEIU may file a notice of arbitration with the American Arbitration Association, under its Voluntary Labor Arbitration Rules and Procedure, with a copy to the Vice President of Human Resources.
2. The award of the arbitrator shall be final and binding upon the Medical Center, the CIR/SEIU, and the House Staff Officers. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined above, and shall have no power to add to, subtract from or modify in any way any of the terms of the Agreement. The fees and the expenses of the American Arbitration Association and the arbitrator shall be borne equally by the parties.
3. Failure by the Medical Center to respond within the time limits prescribed shall be deemed a denial of the grievance.

# **ARTICLE 17:**

## **ADVERSE ACTION**

This procedure shall govern adverse actions that can be taken against House Staff Officers. Adverse Actions are defined as probation, suspensions (with or without pay), terminations, withholding of residency credit for the year, non-promotion, withholding permission to take specialty boards and non-reappointment.

1. The Medical Center may take adverse action against a House Staff Officer who violates federal, state, or local laws, regulations, accreditation standards or guidelines, Medical Center or Department policies or procedures, the House Staff Officers' contract, or who fails to meet performance standards.
2. Adverse Actions based solely on the House Staff Officer's violation of MEDRCDS.4 (Incomplete Record and Suspension Procedure) shall not entitle the House Staff Officer to the due process procedure set forth below. In addition, negative performance evaluations and/or Remediation Plans do not entitle the House Staff Officer to the due process procedure set forth below.
3. Notification of any adverse action must be in writing and presented to the House Staff Officer. This notification shall state the reason for the action. The notice will be accompanied with a copy of this Adverse Action procedure so that the House Staff Officer is

fully informed of his/her right to appeal. No adverse action shall be taken without good and sufficient reason(s).

4. Within ten (10) calendar days of receipt of such written statement the House Staff Officer may appeal the action to the Senior Vice President of Clinical Integration and Affiliations of the Medical Center by making a written request. The Senior Vice President, or designee, shall meet with the Resident and the CIR representative if requested by the House Staff Officer.
5. The decision of the Senior Vice President, or designee, shall be sent in writing to the House Staff Officer within ten (10) business days of the meeting with the House Staff Officer. In the event the Senior Vice President denies the appeal of the Adverse Action, he/she shall notify the House Staff Officer in writing that he/she has ten (10) business days from receipt of the notification in which to request a hearing or arbitration.
6. An Adverse Action to withhold residency credit for the year, withhold permission to take specialty boards and the decision to not reappoint a House Staff Officer may not be appealed to arbitration, but instead may be appealed to the Hearing Committee. An Adverse action to place a House Staff Officer on probation, or to suspend (with or without Pay) or terminate a House Staff Officer for reasons based upon clinical competence or clinical misconduct may not be appealed to arbitration but instead may be

appealed to the Hearing Committee. All other adverse actions to place a House Staff Officer on probation, suspend or terminate a House Staff Officer may be appealed to arbitration.

7. The House Staff Officer may request a hearing before the Hearing Committee or, arbitration pursuant to paragraph 6, as applicable, by sending a written notice to the Associate Vice President of Academic Affairs. The House Staff Officer's failure to timely request a hearing or arbitration within ten (10) business days from receipt of the Senior Vice President's decision, shall be deemed a waiver of the House Staff Officer's right to such appeal, and an acceptance of the adverse action.
8. If the Appeal of the adverse action is one that shall be heard by the Hearing Committee pursuant to Paragraph 6, then a Hearing Committee shall be appointed upon receipt of a timely request for a hearing.
  - a. The Hearing Committee shall be comprised of three Program Directors and one House Staff Officer, all of whom shall have the right to participate in the deliberations, and each of whom shall have one vote. The Associate Vice President of Academic Affairs shall select three Program Directors, who are not directly involved in the adverse action nor have actively participated in such action, to be members of the Hearing Committee. The House Staff Officer shall be

selected by CIR/SEIU to serve on the Hearing Committee. The Associate Vice President of Academic Affairs shall Chair the Committee but have no vote. In the event the Associate Vice President of Academic Affairs feels there would be a conflict of interest if he/she presides at the Hearing Committee or selected its members, the President shall select three Program Directors to serve on the Hearing Committee.

- b. The Hearing Committee shall investigate and collect all data it deems relevant to the Adverse Action and shall hold a hearing within twenty (20) business days of receipt of a timely request for a hearing. The House Staff Officer shall have at least seven (7) business days' notice in writing of the date of the hearing. At least three (3) days before the hearing, lists of witnesses shall be exchanged and copies provided to the Hearing Committee. House Staff Officers shall be given access to all charts and other records relevant to the subject matter of the hearing.
- c. At the Hearing, The House Staff Officer or his/her counsel (or a CIR Representative or CIR Counsel on behalf of the resident, if the House Staff Officer chooses CIR representation) may present any evidence and witnesses on his/her behalf and make opening and closing statements. The Committee may ask questions of the House Staff Officer or witnesses and request the presence of

witnesses not called by either party. The Committee may exclude evidence and witnesses that it determines are not relevant or which it determines is redundant. Ruling with respect to evidence and witnesses may be made by the Chairperson of the Committee unless two members of the Committee vote to override the Chairperson. The Hearing will be conducted as a fact-finding proceeding, and not as an adversarial proceeding.

- d. The House Staff Officer and the Medical Center shall each be entitled to no more than one postponement of the hearing. Each such postponement shall not, unless mutually agreed, exceed a period of ten (10) business days from the date of the originally scheduled hearing. No further extensions shall be granted except for unusual and extraordinary circumstances at the sole discretion of the Chairperson of the Hearing Committee.
- e. The House Staff Officer, his/her counsel or representative, and the Chairperson or Program Director shall be permitted to be present at all times during the hearing. All other witnesses shall be present only during their testimony unless otherwise requested by the Committee. The House Staff Officer shall give written notice at the time the request for hearing is made that counsel or a CIR/SEIU Representative will be representing the House Staff Officer. Counsel for the

Medical Center may also be present at such hearing with the right to question witnesses or make statements.

- f. The Chairperson or Program Director imposing the adverse action or his/her designee shall present his/her position and any witnesses in support followed by the House Staff Officer's position statement and witnesses to be called or recalled for purposes of rebuttal.
- g. The presence of the House Staff Officer for whom the meeting has been scheduled is required. A House Staff Officer who fails without good cause to appear at such hearing shall be deemed to have waived any right to a hearing or appeal and to have accepted the adverse action.
- h. The Hearing Committee's decision will be by majority vote. The Hearing Committee shall render a written decision within ten (10) business days of the conclusion of the hearing setting forth the Committee's decision for or against the Adverse Action and the basis for the decision. In the event of a 2-2 tie, each side may present its written position to the President for final decision. A copy of the decision shall be delivered personally or mailed to the House Staff Officer. A copy shall also be sent to the Program Director or Department Chairman, the President, the Associate Vice President of Academic Affairs, the Office of the General Counsel, and CIR/SEIU.

- i. The decision of the Hearing Committee shall be submitted to the President for final approval. The President will consider the record and may, in his/her sole discretion, review documents or consult persons involved in the adverse action including the House Staff Officer. The President may accept, reject or modify the decision of the Hearing Committee. The President's decision shall be final as of the date of notification to the House Staff Officer.
9. If the appeal of the adverse action is one that shall be heard by an arbitrator pursuant to paragraph 6, then a notice shall be filed and an arbitrator shall be selected pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association. A copy of the notice shall be sent to the Associate Vice President of Academic Affairs and to the Vice President of Human Resources. The fees and expenses of the American Arbitration Association and the arbitrator shall be born equally by the CIR/SEIU and the Medical Center. The arbitrator shall be authorized to accept or reject the charges, in whole or in part, and to accept, reject or modify the disciplinary action and determine an appropriate remedy. The arbitrator shall have no power to add to, subtract from or modify in any way of the terms of the Agreement. The determination or award of the arbitrator shall be final and binding upon the Medical Center, CIR/SEIU and the House Staff Officer.
10. The House Staff Officer shall have no right to a

hearing and appeal proceeding as set forth above in the event that termination or non-reappointment is for revocation or surrender of New York State License, New York State limited permit, New York State drug license or ECFMG Certificates, or for disaccreditation of the residency program or reduction in the number of positions in the residency program by the Residency Review Committee.

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

## **ARTICLE 18:**

### **INDIVIDUAL CONTRACTS/RENEWAL NOTICE**

1. Each House Staff Officer prior to his/her employment at the Hospital, shall receive a written contract not inconsistent with any of the provisions herein, that shall set forth the Medical Center'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.
2. The form of individual contract presently used by the Medical Center shall be furnished to the CIR/SEIU, and if changed, a copy of any such changes shall be furnished to the CIR/SEIU prior to its use.
3. First-year House Staff Officers 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, unless the House Staff Officer is in a probationary period, which may require additional time for the program director to make a decision on renewal of the House Staff Officer. In each subsequent year, House Staff Officers shall be so notified at least seven (7) months prior to the expiration of their contract if their contract is to be non-renewed, unless the House Staff Officer is in a probationary period, which may require additional time for the program director to make a decision on renewal of the House Staff Officer. House Staff Officers 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. In cases of probation, where a House Staff Officer has not been notified of their renewal or non-renewal by the dates set above (in paragraph 3), they shall be notified of their renewal status by February 15, for the year beginning July 1st.
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. Notice of non-renewals shall be in writing and shall set forth the reasons for such non-renewal. House Staff Officers shall have the right to appeal non-renewals pursuant to the hearing procedures described in Article 17 (Adverse Action).

# **ARTICLE 19:**

## **PROHIBITION AGAINST DISCRIMINATION**

The Hospital shall not discriminate against any House Staff Officer on account of race, color, creed, religion, citizenship, national origin, gender, age, disability, or sexual orientation or any other applicable legally protected status.

# **ARTICLE 20:**

## **Employee's Security**

1. An incumbent House Staff Officer shall not be prevented from completing his/her residency program because of the Medical Center'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 provision shall not be construed to affect existing rights of the parties regarding renewal of appointments.
2. The Medical Center will notify each House Staff Officer affected and the CIR/SEIU:
  - a. As soon as possible, but no later than ten (10) days after a final decision to discontinue any training program for any reason has been made.
  - b. As soon as possible, but no later than ten (10) days upon receipt from ACGME, ADA, AOA, or

APMA of any written notification regarding non-accreditation or probation or similar change in the professional status of any training program.

- c. As soon as possible, but no later than ten (10) days after a final decision of a merger, closure, or change in number of beds which has a substantial impact on any training program has been made.
3. In the event of a termination, transfer or reduction in size of a residency program the Medical Center 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 Medical Center informs residents of a termination, transfer or reduction of residency program, the Medical Center shall provide a list of resources including contact names, addresses, and phone numbers which may be helpful in a House Staff Officer's search for placement. In such event, the Hospital shall continue to pay the salaries of displaced House Staff Officers for the remainder of the residency year or until said House Staff Officers are placed in other salaried and accredited residency programs at other facility, whichever occurs first.
4. For House Staff Officers continuing in a program for which it has been determined that accreditation will be lost, the Medical Center will to the best of its ability maintain levels of training and continue to provide rotations required for certification for the remainder of

the House Staff Officer's contract year. The Medical Center shall balance the service needs of the department with the professional goals of the House Staff Officers involved.

## **ARTICLE 21:**

### **REPRESENTATION ON MEDICAL CENTER COMMITTEES**

1. House Staff Officers selected jointly by the CIR/SEIU and the Associate Vice President of Academic Affairs, shall continue to participate in their current committees and shall serve on additional committees that the Medical Center determines are relevant to their specialties and education and that relate to patient care review activities. House Staff Officers shall also be appointed as members to the Library Committee and Physician Task-Force on Computer and Technology.
2. House Staff Officers who serve on any of this Medical Center Committee shall be notified of the date, time and place of the committee meeting in advance.
3. House Staff Officers shall also be selected as alternates to sit on those Medical Center committees which allow alternates to attend when the regular member is unavailable. The presence of an alternate will ensure continuity of House Staff Officer's involvement and participation.

# **ARTICLE 22:**

## **WORK SCHEDULES**

1. The parties recognize that excessive work hours for House Staff Officers are 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 Officer's work hours shall be consistent with the New York State Department 405 standards, and ACGME requirements.
2. No changes in a work schedule during a House Staff Officer's contract term shall be made unless reasonable prior notice to the affected House Staff Officer is provided, dependent upon the circumstances involved or in an emergency.
3. The Medical Center will notify and provide documentation of its policy regarding compliance with the New York State Department of Health 405 regulations to all persons supervising and/or scheduling House Staff Officers at work sites outside the MMC including but not limited to clinics, faculty practice offices, and other hospitals.
4. After the first year, moonlighting may be permitted on a case-by-case basis with the written permission of the Program Director or designee.
5. On Call Coverage:

If a House Staff Officer, who would otherwise not be in the hospital, is called in to provide backup coverage

for another scheduled House Staff Officer, the House Staff Officer providing backup call will be given equivalent time off by the House Staff Officer who was covered. Scheduling of equivalent time off will be made within two calendar weeks, where practicable.

## **ARTICLE 23:**

### **POLITICAL ACTION CHECK-OFF**

Upon receipt of written authorization from a House Staff Officer in the form submitted by the CIR/SEIU the Medical Center shall; pursuant to such authorization deduct from the wages due of the House Staff Officer once a month the sum specified in said authorization. The Medical Center will remit the authorized amount to a fund established pursuant to applicable law, to receive contributions to be used for political purposes.

It is specifically agreed that the Medical Center assumes no obligation, financial or otherwise, arising out of compliance with the provisions of this Article, and the CIR/SEIU agrees that it will indemnify and hold the Medical Center harmless from any claims, actions or proceedings by any House Staff Officer arising from deductions made by the Medical Center hereunder. The CIR/SEIU further indemnifies and holds the Medical Center harmless from any claims, actions or proceedings by any government agency or by any groups arising from employee deductions made by the Medical Center for the Political Action Fund, so long as such groups are not funded by the Medical Center. Once the funds are remitted to the CIR/SEIU their dispo-

sition thereafter shall be the sole and exclusive obligation and responsibility of the CIR/SEIU.

## **ARTICLE 24:**

### **ISSUANCE OF CERTIFICATES**

The Medical Center 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 25:**

### **MALPRACTICE INSURANCE**

1. The Medical Center will maintain malpractice coverage for House Staff Officers equal to that provided to its employed physician staff and under the same terms and conditions.
2. Upon request, the Medical Center shall provide CIR/SEIU a copy of the professional liability insurance certificate evidencing insurance coverage for residents and fellows.
3. The Medical Center will promptly notify CIR/SEIU of any notice of cancellation or lapse in professional liability insurance coverage applicable to House Staff Officers.
4. To the extent it is reasonably possible, the Medical Center shall notify CIR/SEIU at least sixty (60) days

in advance of any prospective change in the amount of the professional liability coverage.

## **ARTICLE 26:**

### **SAFETY AND SECURITY**

1. The Medical Center will provide a healthy and safe work environment for the House Staff Officers and comply with city, state and federal health and safety laws. To achieve these goals the residents will be:
  - a. Integrated into the Medical Center's infection and control program. The literature, seminars, and other educational tools prepared by this program, when appropriate for the House Staff Officers, shall be made available to them. The protocols for blood borne pathogens, developed by the infections and control program, shall be given to the House Staff Officers.
  - b. Appropriate personal protection equipment shall be available to each House Staff Officer as necessary.

## **ARTICLE 27:**

### **SUCCESSORSHIP**

In the event that the MMC is sold, merged or acquired by another entity, the Medical Center will give the CIR/SEIU 90 days notice in advance of such sale, merger or acquisition.

## **ARTICLE 28:**

### **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 29:**

### **RENEWAL OF CONTRACT**

This Agreement, dated October 1, 2007 shall be in full force and effect from July 1, 2007 through October 31, 2010 and shall continue in full force and effect and be automatically renewed thereafter from year to year unless either party gives written notice to the other at least ninety (90) days prior to any expiration date of its intent to terminate or modify this Agreement.

## **ARTICLE 30:**

### **MISCELLANEOUS**

#### 1. Translators:

The Medical Center will make reasonable efforts to provide or compile a list of available personnel to act as translators. If a translator is not available the Medical Center will make reasonable efforts to provide an alternate service for translations.

2. Bulletin Boards:

The Medical Center will provide one bulletin board for use by CIR/SEIU in a location to be agreed upon.

3. Beepers

Sufficient and functioning beepers will be made available for residents while on duty.

4. Pay for Orientation

Incoming House Staff Officers shall be paid at their regular rate of pay for five (5) days of orientation, which takes place prior to July 1st of their first year in the Medical Center.

5. New House Staff Officer lists and termination list

The Medical Center shall provide the CIR/SEIU with a list of all new House Staff Officers at the beginning of the academic year. Also the Medical Center shall provide the CIR/SEIU a termination list at the end of the academic year of all House Staff Officers who have finished with their program and/or will return for the following year.

6. Vaccines:

All vaccines, required for employment shall be provided to House Staff Officers, upon request without charge.

7. House Staff Officer Orientation on CIR

To enable the CIR/SEIU to disseminate information concerning the CIR/SEIU and its benefits to the new

House Staff Officers, the MMC shall allot reasonable time to the CIR/SEIU during their orientation process.

## 8. Inspections and Reports

The MMC shall notify the CIR/SEIU of the date of inspections by the JCAHO, and the RRC.

The MMC will make available to the CIR/SEIU the final reports by JCAHO and RRC

The MMC will provide the CIR/SEIU the reports from the State Department of Health with respect to House Staff Officer working hours.

# **ARTICLE 31:**

## **HOUSING**

### **HOUSING ALLOCATION PROCEDURE:**

1. The "Housing Coordinator" or designee shall prepare, post and submit to each Residency Program and the CIR/SEIU, by January 1st:
  - a. A list with the number of apartments presently rented with an indication of which ones will become available on July 1st to each department. The number of apartments that will become available for each department shall be calculated based on the current formula used by the MMC. (Section 12 of this article)
  - b. A list of the House Staff Officers including Fellows requesting housing by department and in order of

their priority as established by the criteria below;

1. Incoming House Staff Officers excluding Fellows who are currently living more than 25 miles from the Medical Center.
  2. All other incoming House Staff Officers, excluding Fellows.
  3. House Staff Officers excluding Fellows who requested housing in the prior year but could not be accommodated.
  4. House Staff Officers including Fellows who need larger apartments because of size of family.
  5. All other House Staff Officers including Fellows
2. Effective July 1st/04 and each month thereafter, the Medical Center shall pay to House Staff Officers excluding Fellows who applied for housing for their first year at MMC and are informed that there are no vacancies, the monthly sum of \$200.00 for 12 months allocated proportionately each paycheck.
  3. The Medical Center will not lessen the current ratio of House Staff Officers residing in the Medical Center housing facilities to the current number of Medical Center housing units available.
  4. Upon reappointment, returning House Staff Officers shall have the option of renewing their housing agreement through the completion of their fellowship training.

5. Rents for apartments units occupied by House Staff Officers shall not be increased by more than the rent increases for the other employees occupying apartments in the same building.
6. The House Staff Officer residing in Medical Center housing and the CIR/SEIU shall be informed, thirty (30) days prior to the implementation of any increase in rent.
7. The Medical Center will make every reasonable effort to provide security at all its housing facilities.
8. The Medical Center will paint the apartments it provides to the House Staff Officers every three years. In addition, the Medical Center will clean and paint an apartment, if needed, when a new House Staff Officer moves into it. Common areas and hallways in Medical Center provided residencies will be maintained as needed. House Staff Officers will not be charged for any of the painting or cleaning provided in this section.
9. The Medical Center shall provide fair and reasonable service for all requested repairs and services based on emergency, priority and workload factors. 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 the House Staff Officers will be kept informed on a regular basis on the status of their requested repairs.
10. All defective appliances shall be repaired as promptly

as possible. If an appliance is required to be replaced, it shall be purchased as soon as possible. House Staff Officers shall be responsible for any inappropriate or negligent use of an appliance.

11. The Medical Center shall provide pest control services as needed. House Staff Officers shall be informed of the dates and times that the pest control services will be available and shall have the option of signing up for individual apartment pest control services, provided that someone will be at home to allow the pest control service to enter the apartment.
12. Formula for allocation of available housing units to each department.

The Housing Coordinator will calculate the multiplier to use in allocating the available apartments. The multiplier will be the number of House Staff Officers in each residency program divided by the aggregate total number of House Staff Officers at the Medical Center. This multiplier will then be used to determine the department's share of the available apartments by multiplying it against the number of residents-assigned one and two bedroom apartments in the Medical Center real state portfolio. The outcome of this calculation will be compared to the apartments presently assigned to each department. For example, should this calculation determine that the department is eligible for 5 one-bedroom apartments, and the department currently has 3 one-bedroom apartments assigned with none of the residents

occupying these units vacating/graduating on June 30th, the department will be eligible for 2 additional one-bedrooms to meet the allocation of 5 one-bedroom apartments.

## **ARTICLE 32:**

### **LOCKERS**

The Medical Center shall provide each House Staff Officer with access to a 2 length locker within a reasonable proximity to their working stations in MMC.

The Medical Center assumes no responsibility for any items left in a locker. All lockers are subject to inspection by representatives of the MMC at any time, so long as the inspection is not arbitrary or capricious.

## **ARTICLE 33:**

### **ELECTIVES/ROTATIONS**

The Medical Center may allow outside electives only if required by Program's RRC requirements and if adequate training experience is not available at Medical Center. Outside rotations must be approved by Associate Vice President of Academic Affairs and such approval will not be unreasonably denied.

The Medical Center agrees to discuss the issue of outside electives at Labor Management Committee meetings.

## **ARTICLE 34:**

### **MANAGEMENT RIGHTS**

All Management rights that the hospital possessed prior to this Agreement are retained by the hospital except as limited by this written Agreement, or by law. These rights include but are not limited to the right to plan, direct and control operations; determine the number of House Staff Officers; to assign work; to schedule, hire and fire transfer House Staff Officers; to discipline or discharge House Staff Officers; to promulgate rules and regulations; to transfer, relocate, contract out, curtail, suspend, abandon, cease or expand operations; to determine whether, and the methods and means by which operations are to be carried on, expanded, contracted, reduced or terminated in whole or in part; and to operate the hospital and conduct its business as presently operated, including the use of all persons; whether or not in the bargaining unit.

## **ARTICLE 35:**

### **NO STRIKE/NO LOCKOUT**

1. No employee shall engage in any primary or sympathy 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

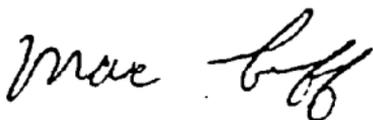
members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any primary or sympathy strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Employer, or ratify, condone 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 primary or sympathy, 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.

IN WITNESS WHEREOF, the Maimonides Medical Center and the Committee of Interns and Residents, have caused this Agreement to be signed by their duly authorized representatives as of September 20, 2007.

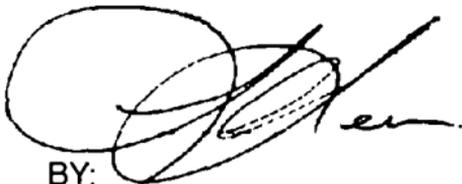
For  
Maimonides  
Medical Center

For  
Committee of  
Interns & Residents



BY: \_\_\_\_\_

Marc Leff  
Vice President,  
Human Resources  
Maimonides Medical  
Center



BY: \_\_\_\_\_

Luella Toni Lewis, MD  
President,  
CIR/SEIU

## NOTES

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