ANESTHESIOLOGY RESIDENCY PROGRAM
Maimonides Medical Center
Anesthesiology Department

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WHY CHOOSE MMC?
Why you should choose Maimonides Medical Center
Critical Decision: Where will you get the best clinical education?

- Building block of your entire career
- Nobody wants an “okay” anesthesiologist
- Need to get the best clinical training to be a superb anesthesiologist
- Try make your decision based on clinical training and minimize all other considerations
Unique Aspects of MMC

- Patient Diversity
  - 73 Languages spoken
  - Extremes of age:
    - most births in NYS,
    - many nursing homes
  - Advanced disease states
  - Preponderance of ASA PS III, IV patients
Unique Aspects of MMC

- One institution
  - No mandatory rotating
  - Enhanced teamwork
  - More focused teaching
  - Facilitated Faculty mentoring
  - No wasted energy in learning logistics of a secondary institution
  - Best faculty matched to best case
  - Diversity of approach to anesthesia based on diverse faculty, not traveling
Unique Aspects of MMC

- High frequency of one on one supervision
- No competition with Fellows or SRNA’s for the best cases
- Attending compensation is partially based on the teaching evaluations completed by the Residents
Unique Aspects of MMC

- Cohesive Departmental Leadership team
  - Stability of the Department
  - Strong economics → ability to recruit, retain, and reward high quality Faculty from leading Institutions
  - Strong support for mutual respect

- Dynamic integrated Profession relations with Surgery, Ortho, and OB
  - Joint projects
  - Unified Holiday Party
Key Outcome Measures

- **Clinical confidence and Competence**
  - Ask the Residents about their clinical experience and progress towards becoming a qualified, independent anesthesiologist

- **RRC review cycle**
  - MMC is in the top category: substantially compliant with in all aspects
  - Next Accreditation system: anticipated review in 2020!
Key Outcome Measures

- Excellent post graduation opportunities
  - Fellowships in all subspecialties at great institutions,
  - Year after year placement in the same institutions indicating the high quality of our Residency training
  - Excellent job placements
  - Employment of our graduating Chiefs and Fellowship trained graduates indicating satisfaction at MMC
Key Outcome Measures

- Scholarly activity: Research, Case reports, Education
  - About 10 Residents per year present at the ASA
  - Residents present at numerous other National meetings as well
  - Resident and Medical Student teaching responsibilities
- High ABA pass rate: 100% the last 2 years
- Department visibility and responsibility in the Institution
Recent Program Enhancements

- Pain management expansion
- New cardiac procedures: LVAD, TAVI
- Liver resections
- MMC Simulation center
- Cadaver workshops
- iPad learning tools
Recent program Enhancements

- Enhanced Guest lecture series
- Enhanced Board review sessions
- QAPI rotation for the residents
- Separate curriculum for CA1 residents
- Active involvement of Residents in PI projects
- ACGME approval for one more resident per year
- Faculty Simulation sessions
- “PASS MACHINE” online board review course to enhance ABA Basic Exam prep
Testimonials from the Graduates

- "MMC is the navy seal of anesthesia residency training programs"
- "Outstanding pace, intensity, and patient acuity"
- "Outstanding residency training program at Maimonides".
- "an outstanding program with excellent clinicians and mentors"
Summary

- Perfect midsized, one-institution program
- Unmatched clinical patient care opportunities
- Dynamic, incentivized Faculty and Leadership
- Great track record on key outcome measures
FREQUENTLY ASKED QUESTIONS (FAQs)
MAIMONIDES ANESTHESIOLOGY PROGRAM
FREQUENTLY ASKED QUESTIONS

RESIDENT SCHEDULES:
- Daily O.R. Assignments and monthly on-call schedules are prepared by the Chief Residents.
- When preparing the monthly on-call schedule, the Chief Residents will try to take into consideration the residents’ vacations and requests.
- CA1 residents usually take approximately 7 calls per month.
- Daily assignments are usually assigned based on the residents’ rotation schedules. For example, a resident that is on a Pediatrics rotation will be assigned Pediatric cases.
- Daily O.R. Assignment schedules are usually available for distribution after 4pm. An electronic copy of the schedule is distributed via email.
- Residents are assigned preops each evening for the following day’s cases, and are required to call the attending to discuss the anesthesia plan management for the assigned cases. Post call residents are not required to come in to do the preops, but are encouraged to follow up with the resident that conducted the preops for the OR cases assigned.

VACATION POLICY:
- A maximum of three (3) residents are allowed to be scheduled for vacation per week.
- Requests are not considered final until they have been reviewed and approved.
- Residents are entitled to a vacation allowance of 4 weeks (20 days) per residency year. Vacations must be taken during the residency year they are earned and cannot be carried over to the next academic year. Any unused vacation days will be paid out at the end of the academic year.
- CA2 and CA3 residents may reserve up to a maximum of 5 days to attend interviews for fellowship or job search. Unused vacations may either be utilized as vacation days, schedule permitting, or paid out at the end of each academic year. Prior approval is required when scheduling an interview or vacation day.
- Vacation weeks may be split into 1 to 4 week intervals, but weeks cannot be split into days.
- All 4 weeks (20 days) must be reserved by the designated deadline otherwise they will be assigned by the Program Director.
- In accordance with the American Board of Anesthesiology (ABA) requirement, the total of any and all absences may not exceed 20 days per Clinical Anesthesia year of training. To be in compliance with this requirement, residents who exceed the number of days permitted may be required to deduct the exceeding number of days from their vacation allowance in order to complete their training on time. Alternatively the resident may extend their training by the number of excess days out of training.
• Vacations **will not** be granted during the following time period:
  - July
  - August (CA 2 and CA3 only)
  - Week of Annual ASA Conference (October)
  - Week of Annual PGA Conference (December)
  - Week of Mandatory ABA-ITE (February)
  - Week of Annual SOAP Conference (May)
  - Week of ABA Basic Part 1 Exam (June)
  - June (CA3 only)

• Responsibility of overseeing the residents' vacation and absence records is designated to the Residency Coordinator.

• All vacation requests and/or changes, Jury Duty Summons or personal days needed for exam(s) or interview(s) must be submitted **in advance** to the Residency Coordinator by email, otherwise approval may not be granted.

• Requests are **not** considered final until they have been reviewed and approved by both the Clinical Director and Program Director. Once approval has been granted **no changes will be allowed without prior approval** from the Program Director.

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**MMC HOUSING:**

• Maimonides Medical Center (MMC) offers a limited number of apartments to all new House Staff with priority to residents. However, there is no guarantee that MMC housing will be available. Housing is assigned using a lottery system and the established criteria are outlined in the Committee of Interns and Residents (CIR) Collective Bargaining Agreement with the medical center. *For more information please see the CIR Collective Bargaining Agreement and Benefits of Summary for Residents available under the Resident Benefits section. Also available on the hospital’s website at:* [http://www.maimonidesmed.org/MedicalEducation/GMEBenefits.aspx](http://www.maimonidesmed.org/MedicalEducation/GMEBenefits.aspx).

• **Criteria in order of their priority are:**

  o Incoming House Staff excluding fellows who are currently living more than 25 miles from the medical center.
  o All other incoming house staff, excluding fellows.
  o Current House Staff Officers excluding fellows, who requested housing in the prior year but could not be accommodated.
  o Current House Staff Officers including fellows who are requesting larger apartments because of size of family.
  o All other House Staff Officers including fellows.

• For new House Staff, excluding fellows, who apply for, but are not offered a housing unit, the medical center will provide a housing stipend of $200 per month for the first year of residency only. If you do not receive housing after the first round of the lottery, you will be able to opt to stay on the waitlist. If you are offered housing at any point during the lottery process you are NOT eligible for the stipend.

• To be eligible for the lottery, housing applications must be received no later than the designated deadline.

• All housing offers are made via email. However, at the time of the offer a specific apartment has not been assigned. Housing will assign apartments after the offer has been accepted, and the list has been submitted to housing.

• Most current residents work **until** June 30th, and **may not vacate their apartment until June 30th**. Therefore, **many apartments are not ready for occupancy until several days after July 1st.**

• **Rent Fees (as of October 2015):** *(Please be aware that rent fees may increase)*
- Building located at 950 – 49th
  1 Bedroom $1,010.88 (inc. utilities)
  2 Bedroom $1,123.20 (inc. utilities)
- All other Buildings
  1 Bedroom $842.40 (utilities not inc.)
  2 Bedroom $954.72 (utilities not inc.)

- There are 11 buildings for resident housing located within walking distance from the hospital. Apartments are not furnished; all apartments have carpeted floors.
- Pets are not allowed in MMC apartment buildings.

**ON-CALL MEALS:**
- Each CIR House Staff Office employed by the Hospital shall receive $750 per year loaded on a meal card at the commencement of each academic year. The meal tags are accepted in the hospital’s cafeteria as well as designated external restaurants. *For more information please see the CIR Collective Bargaining Agreement and Benefits of Summary for Residents available under the Resident Benefits section. Also available on the hospital’s website [http://www.maimonidesmed.org/MedicalEducation/GMEBenefits.aspx](http://www.maimonidesmed.org/MedicalEducation/GMEBenefits.aspx).*

**PARKING:**
- Residents are provided with free parking when assigned on-call duties in the hospital.
- The Anesthesiology Department distributes parking vouchers monthly based on the number of calls the residents are assigned. However, residents that live in MMC housing are not eligible for parking vouchers.
- Maimonides Medical Center's parking garage is located on 10th Avenue between 47th & 48th Street. A book of 20 parking vouchers cost $90 and can be purchased at the Cashier’s Desk located in the main lobby of the Gellman Building. *For more information please see the CIR Collective Bargaining Agreement and Benefits of Summary for Residents available under the Resident Benefits section. Also available on the hospital’s website [http://www.maimonidesmed.org/MedicalEducation/GMEBenefits.aspx](http://www.maimonidesmed.org/MedicalEducation/GMEBenefits.aspx).*

**LIBRARY:**
The Degenshein Memorial Library of Maimonides Medical Center provides a comprehensive collection of over 7,000 print and electronic journals combined. These are accessible hospital wide or within the Library. Additional links are also provided to other useful sites. The Library staff is available to provide assistance with:
- Using these databases
- Searching a database not listed here
- Having a literature search performed for you
- Any other research needs

Located in the hospital’s Eisenstadt Administration Building, Fifth Floor, 4802 10th Avenue, Brooklyn, NY
Hours of Operation: Mon-Thurs: 8am-9pm / Fri: 8am-7pm / Sat: Closed / Sun: 1pm-5pm

**Mailing Address:**
MMC Anesthesiology Residency Program Office
931 48th Street (1st Floor)
Brooklyn, NY 11219
PROGRAM REQUIREMENTS

• USMLE Step 3
• Clinical Base Year
• ABA Staged Examination System
As a contingency to joining the Maimonides Anesthesiology Residency Program, incoming residents are required to comply with the following requirements:

1) Residents joining the Maimonides Anesthesiology Residency Program (the “Program”) must:
   i) By March 31st of their start year with the Program, provide proof that they have passed USMLE Step 3.
      (a) Residents who do not present evidence of passing USMLE Step 3 by March 31st of their start year will forfeit their position with the Program, and will not be allowed to join the Program.
   ii) Provide quarterly evaluations and a final summative evaluation from the Clinical Base Year (CBY) Program Director. The ACGME requires that residents receive satisfactory ratings on all these evaluations to be accepted into a CA-1 year.
   iii) Successfully complete their Clinical Base Year (“CBY”) by June 30th of their start year with the Program.
      (a) Incoming residents who fail to provide timely proof of CBY completion will forfeit their position with the Program.

2) The American Board of Anesthesiology (“ABA”) requires that incoming residents begin the board certification process during their anesthesiology residency training. Residents are required to take and successfully pass Part 1 of the Basic Science Exam (the “BASIC Examination”) in their CA-2 year. For more information regarding the ABA Staged Exams please visit the ABA’s website at http://www.theaba.org/Exams/BASIC-(Staged-Exam)/About-BASIC-(Staged-Exam).
   i) Starting in July 2014, the BASIC Examination will be administered in July and January. CA2 level residents are eligible to take the exam. Passing the Basic Examination is a requirement for promotion to the CA-3 year, for graduation from the Program and for authorization to sit for the ABA Boards.
   ii) If the resident fails the exam in July of their CA-2 year, the resident will be placed on academic remediation and receive a written warning that the CA-3 contract will be contingent upon them passing the exam.
   iii) If a resident fails the BASIC Examination in January of their CA-2 year:
      (a) The resident will automatically receive an unsatisfactory mark on the ABA report for that reporting period; and
      (b) The resident’s contract with the Program will not be renewed, and he/she will not be able to continue with the Program after the end of the CA-2 year.
RESIDENT BENEFITS

- Resident Addendum & Agreement
- Summary of Benefits
- CIR Agreement (see page 3 for salary scale)
1) Residents joining the Maimonides Anesthesiology Residency Program (the “Program”) must:
   i) By March 31st of their start year with the Program, provide proof that they have passed Step 3.
      (a) Residents who do not present evidence of passing Step 3 by March 31st of their start year will forfeit their position with the Program, and will not be allowed to join the Program.
   ii) Provide quarterly evaluations and a final summative evaluation from the Clinical Base Year (CBY) Program Director. The ACGME requires that residents receive satisfactory ratings on all these evaluations to be accepted into a CA-1 year.
   iii) Successfully complete their Clinical Base Year (“CBY”) by June 30 of their start year with the Program.
      (a) Incoming residents who fail to provide timely proof of CBY completion will forfeit their position with the Program.

2) The American Board of Anesthesiology (“ABA”) requires that incoming residents begin the board certification process during their anesthesiology residency training. Residents are required to take and successfully pass Part 1 of the Basic Science Exam (the “BASIC Examination”) in their CA-2 year. For details regarding the exam process and the Program’s requirements for passing the exam please review the Department of Anesthesia’s ABA Examination policy.
   i) Starting in July 2014, the BASIC Examination will be administered in July and January. CA2 level residents are eligible to take the exam. Passing the Basic Examination is a requirement for promotion to the CA-3 year, for graduation from the Program and for authorization to sit for the ABA Boards.
   ii) If the resident fails the exam in July of their CA-2 year, the resident will be placed on academic remediation and receive a written warning that the CA-3 contract will be contingent upon them passing the exam.
   iii) If a resident fails the BASIC Examination in January of their CA-2 year:
      (a) The resident will automatically receive an unsatisfactory mark on the ABA report for that reporting period; and
      (b) The resident’s contract with the Program will not be renewed, and he/she will not be able to continue with the Program after the end of the CA-2 year.

X_______________________________________  _____________________________
Resident Signature and Academic Degree                             Print Name
Date:____________________________________
RESIDENT AGREEMENT
Maimonides Medical Center
Academic Year 2015-2016

AGREEMENT dated August 6, 2015 by and between Maimonides Medical Center (the “Medical Center”), and ___________ (the “Resident”) sets forth the terms and conditions of the Resident’s appointment by the Medical Center at PGY 1 and PL 1 assigned to the Department of ___________ (the “Department”).

In consideration of the mutual promises herein contained and intending to be legally bound, the Medical Center and the Resident agree as follows:

1. Terms of Appointment

1.1 Commencement Date. Commencing July 1, 2015 (the “Commencement Date”) the Resident shall be appointed as a trainee at the PGY 1 level in the Medical Center’s graduate medical education resident training program in ________ (the “Program”) and shall have a program training level designation of ___.

1.2 Term. This Agreement shall be effective for a maximum period of twelve (12) months, expiring on June 30, 2016. Although the parties anticipate that the Resident’s appointment pursuant to this Agreement will continue for the full twelve (12) month term, this Agreement may be terminated by the Medical Center at any time for the grounds specified herein.

1.3 Stipend. The Resident shall receive a stipend of $_______.00 per annum, payable bi-monthly. Except as may be otherwise set forth in this Agreement, the stipend shall be the Resident’s sole source of compensation and the Resident shall not accept from any other source a fee of any kind for services to patients.

1.4 Conditions Precedent. As a condition precedent to appointment, the Resident shall, no later than four (4) weeks prior to the Commencement Date, furnish the Medical Center with the documentation described in subparagraph (a) and if applicable, (b). The Medical Center may declare this Agreement null and void and not effective if the Resident fails to provide the Medical Center with any of the credentialing documentation required for certification of eligibility by the date herein before described or if Resident fails to successfully complete physical examination or background check as detailed in subparagraphs (c) and (d). The Medical Center may, at its discretion, waive the requirement of producing any of the documents listed below prior to appointment.

(a) Required Documentation:

1.4.1 A completed residency application;

1.4.2 A completed and signed Housestaff Datasheet;

1.4.3 An original or certified copy of the medical, dental or osteopathic school diploma; or a non-certified copy, if the Medical Center has received ECFMG certification or if the final school transcript states degree conferral;

1.4.4 An official, final medical, dental, or osteopathic school transcript;

1.4.5 A Dean’s letter from the medical, dental or osteopathic school from which the Resident
graduated;

1.4.6 Two (2) letters of recommendation from the Resident’s medical, dental or osteopathic school, or from other institutions at which the resident participated in a medical school or residency rotation. These must be written in English or accompanied by certified translations;

1.4.7 Proof of legal employment status as required by the I-9 form (i.e., birth certificate, passport, naturalization papers, valid visa, etc.);

1.4.8 If the Resident is an international medical school graduate (IMG), an original, current and valid ECFMG Certificate;

1.4.9 Current curriculum vitae;

1.4.10 Social Security card; required at commencement, except those who do not currently have a card must present the card within two months from date of hire;

1.4.11 USMLE scores, if applicable;

(b) Such other and further information that the Medical Center may require in connection with the Resident’s credentials. For example, if the Resident received prior training in any accredited residency or fellowship program, the Resident shall provide:

1.4.12 An original letter from the program director verifying the training, including the dates and capacity of such former training; and

1.4.13 A completed Verification of Procedures Performed Form furnished by the Director of the prior training program; and

1.4.14 For all resident transfers, a competency-based, summative evaluation from the prior program director; the Medical Center will provide a form if needed.

Any document not printed in English must be accompanied by an acceptable original English translation performed by a qualified translator and by an affidavit of accuracy acceptable to the Medical Center.

(c) Proof of successful completion of a physical examination administered by Employee Health Services of the Medical Center or, if received by May 15th for July 1st appointment, by a private physician licensed in the United States (utilizing the Medical Center’s format), including a drug test, and immunization in accordance with the Medical Center’s policies and New York State law. Such evidence must demonstrate on the basis of overall health status assessment that it has been determined that the Resident is in sufficient physical and mental condition (as determined by a medical history, medical records and medical examination) to perform the essential functions of appointment with or without reasonable accommodations.

(d) Successful completion of the Medical Center’s standard background checks applicable to all employees. The Medical Center may declare this Agreement null and void and not effective if the Resident does not clear the background checks.

Failure to comply with any of the provisions of this section “Terms of Appointment” shall constitute grounds for delaying or denying employment, or for enacting disciplinary action, including, suspending or
terminating the Resident from the House Staff.

2. **Resident Responsibilities.** In providing services and in participating in the activities of the Program, the Resident agrees to do the following:

2.1 Obey and adhere to the compliance program, policies, practices, rules, bylaws and regulations (collectively, the “Policies”) of the Medical Center, the Department and the Medical Staff, as well as the Policies of all facilities to which the Resident rotates.

2.2 Obey and adhere to all applicable state, federal and local laws, as well as the standards required to maintain accreditation by the JCAHO, ACGME, RRC, AOA, ADA, and any other relevant accrediting, certifying or licensing organization.

2.3 Participate fully in the educational and scholarly activities of the Program, including the performance of scholarly and research activities as assigned by the Program Director and/or as necessary for the completion of applicable graduation requirements, attend all required educational conferences, assume responsibility for teaching and supervising other residents and students, and participate in assigned Medical Center and Medical Staff committee activities.

2.4 Fulfill the educational requirements of the Program.

2.5 Use best efforts to provide safe, effective and compassionate care and present at all times a courteous and respectful attitude toward all patients, colleagues, employees and visitors at the Medical Center and other facilities and rotation sites to which the Resident is assigned. Adhere to the Maimonides Medical Center Code of Mutual Respect.

2.6 Provide clinical services:

2.6.1 Commensurate with the Resident’s level of advancement and responsibilities, under appropriate supervision and credentialing;

2.6.2 At sites specifically approved by the Program; and

2.6.3 Under circumstances and at locations covered by the Medical Center’s professional liability insurance maintained for the Resident in accordance with Paragraph 5.2.

2.7 Acquire an understanding of ethical, socioeconomic and medical/legal issues that affect the practice of medicine and GME training.

2.8 Fully cooperate with the Program and the Medical Center in coordinating and completing RRC and ACGME accreditation submissions and activities, including legibly and timely completing patient medical/dental records, charts, reports, time cards, statistical operative and procedure logs, faculty and Program evaluations and/or other documentation required by the RRC, ACGME, AOA, ADA, the Medical Center, the Department and/or Program.

2.9 Apply cost-containment measures in providing patient care, consistent with the policies of the Medical Center, the Department and/or Program.

2.10 Subsequent to the Commencement Date, submit to periodic (post-appointment) health
examinations and supplementary tests, including tests for drug and/or alcohol abuse, as are deemed necessary by the Medical Center to ensure that the Resident is physically, mentally and emotionally capable of performing essential duties and/or are otherwise necessary to the operation of the Medical Center. Further, the Resident agrees to continue to meet the Medical Center’s and New York State’s standards for immunizations in the same manner as all Medical Center personnel. The results of all examinations shall be provided to the Medical Center’s Employee Health Office and Academic Affairs. The same requirements concerning the Resident’s health status that applied at the time of the Resident’s initial appointment shall apply thereafter and shall constitute a continuing condition of this Agreement and the Resident’s appointment to the House Staff unless the Medical Center changes the requirements subsequent to the Commencement Date.

2.11 Acquire and maintain life support certifications (BCLS, ACLS, and where applicable PALS, and NRP) within the time frames established by Academic Affairs and the Department of Emergency Medicine.

2.12 Return, upon the expiration or termination of this Agreement, all Medical Center property, including, but not limited to, books, equipment, papers, beepers, identification badges, keys and uniforms; complete all necessary records, including the Resident Clearance Form; and settle all professional and financial obligations.

2.13 Cooperate fully with all Medical Center and Department surveys, reviews and quality assurance and credentialing activities.

2.14 Report immediately (a) to the Vice President of Legal Affairs any inquiry by any private or government attorney or investigator, and (b) to the Vice President for Public Affairs any press inquiry. The Resident agrees not to communicate with any inquiring attorney or investigators or any members of the press except to refer attorneys and investigators to the Vice President of Legal Affairs and press representatives to the Vice President for Public Affairs.

2.15 Cooperate fully with the Medical Center’s administration and staff in connection with the evaluation of appropriate discharge and post-hospital care for patients.

2.16 Obey and adhere to all compliance programs instituted by the Medical Center.

2.17 Cooperate fully with the Medical Center’s Sexual Harassment Policy as well as the Medical Center’s Policy regarding other forms of harassment.

2.18 Comply with the Medical Center’s dress code and present at all times a proper and professional appearance.

2.19 Permit the Medical Center to obtain from and provide to all proper parties any and all information as required or authorized by law or by any accreditation body, and the Resident covenants not to sue either the Medical Center, its officers, trustees or other personnel for doing so. This covenant shall survive the termination or expiration of this Agreement.

2.20 Obtain, renew and update, as appropriate, all paperwork (e.g. immigration visas and authorizations to work) required for Resident to legally reside in the State of New York, and required for Resident’s continued eligibility for legal employment as a Resident in the State of New York.

Failure to comply with any of the provisions of this Paragraph 2 governing “Resident Responsibilities” shall constitute grounds for disciplinary action, including, suspending or terminating the Resident from the
House Staff.

3. **The Medical Center’s Responsibilities.** The Medical Center agrees to do the following:

3.1 Provide a stipend. Provide benefits to the Resident as outlined in Paragraph 5 below.

3.2 Use its best efforts, within available resources, to provide an educational training program that meets the ACGME’S accreditation standards and standards of the AOA and ADA where applicable.

3.3 Use its best efforts, within available resources, to provide the Resident with adequate and appropriate support staff and facilities in accordance with federal, state, local and ACGME, AOA, and ADA requirements.

3.4 Furnish the Resident with information regarding the facilities, philosophies, rules, regulations and policies of the Medical Center and the Institutional and Program Requirements of the ACGME, RRC, AOA and ADA.

3.5 Provide the Resident with appropriate and adequate faculty and Medical Staff supervision for all educational and clinical activities.

3.6 Provide access via the intranet to information related to eligibility for specialty board examinations.

3.7 Maintain an environment conducive to the health and well-being of the Resident.

3.8 Provide access to food and sleeping quarters to Residents on duty in the Medical Center; patient and information support services; security; and laundry services for work-related clothing.

3.9 Evaluate, through the Program Director and Program faculty, the educational and professional progress and achievement of the Resident on a regular and periodic basis. The Program Director shall present to and discuss with the Resident a written summary of the evaluations at least once during each six-month period of training and/or more frequently if required by the applicable RRC.

3.10 Provide a fair and consistent method for review of the Resident’s concerns and/or grievances, without fear of reprisal.

3.11 Not require residents to engage in “moonlighting”.

3.12 Upon satisfactory completion of the Program and satisfaction of the Program’s requirements and the Resident’s responsibilities contained herein, furnish to the Resident a Certificate of Completion of the Program.

3.13 Provide, through the Program Director, verification of residency education for all residents, including those who leave the program prior to completion. For any resident who transfers out of the program, the Program Director will provide timely verification and a summative competency-based performance evaluation.

4. **Duty Hours**

4.1 The Resident shall perform his/her duties under this Agreement during such hours as the Program Director may direct. Duty hours, although subject to modification and variation depending
upon the clinical area to which the Resident is assigned and/or exigent circumstances, shall be in accordance with state, federal and ACGME requirements. As per Hospital Policy (Prof. 36 Resident Duty Hours), Resident is responsible for accurate and up to date documentation of their work hours.

4.2 Call Schedules. The call schedules and schedule of assignments have been made available to and reviewed by the Resident. Changes to the schedules will be available in the Program Director’s office.

4.3 If a scheduled duty assignment is inconsistent with this Agreement, the Resident shall notify the Program Director of the inconsistency. If the Program Director does not reconcile or cure the inconsistency, the Resident shall notify Academic Affairs, who shall take the necessary steps to reconcile or cure the inconsistency.

4.4 “Moonlighting” is expressly prohibited during the PGY-1 year and may be prohibited for holders of certain visas (those individuals should check with Academic Affairs). (See Prof. 37, Moonlighting Policy for further details.) Thereafter, the Resident may moonlight upon the following conditions:

4.4.1 Permission to moonlight is granted in writing by the Program Director and placed in the Resident’s file and is consistent with GMEC guidelines;

4.4.2 The assignment does not impinge upon the Resident’s performance or educational obligations;

4.4.3 The Resident is assigned to work less than the maximum number of hours permitted by New York State law and the Medical Center’s Moonlighting Policy (Prof 37);

4.4.4 The Resident’s professional “moonlighting” activities are covered by professional liability insurance, the terms of which are acceptable to the Medical Center; and

4.4.5 Resident is licensed for unsupervised medical practice under New York State law.

5. Benefits. The Medical Center currently provides Residents with various benefits, which are summarized in Attachment A, which is annexed hereto and incorporated herein by reference. Additional information is set forth in the Department of Human Resources Summary of Resident Benefits and in the CIR Voluntary Hospitals House Staff Benefits Plan. These benefits include the following:

5.1 Vacation, Personal and Medical Leaves of Absence. The Medical Center’s policies regarding vacation, personal and medical leaves of absence (including professional, parental and sick-leaves) for all Residents comply with applicable laws, including but not limited to the Family Medical Leave Act, and are set forth in the collective bargaining agreement between the Medical Center and the Committee of Interns and Residents (“CIR”), the Medical Center’s Administrative Policy Manual, and the Summary of Resident Benefits.

5.1.1 Leaves of Absence. The Resident expressly acknowledges that additional training after a leave of absence may be needed for successful completion of Program Requirements and/or for Board certification requirements. The amount of sick leave, leave of absence, or disability time that will necessitate prolonging the training time for the Resident shall be determined by the Program Director and the requirements of the pertinent RRC and/or certifying Board. The Program will provide residents with i) a written policy on how missed time on leave of absence could affect meeting criteria for completion of the residency program and ii) information on how lost time could affect eligibility to sit for board certification exams.
5.2 **Professional Liability Insurance.** The Medical Center provides Residents with professional liability insurance coverage while the Resident is acting within the scope of assigned Program activities, consistent with the coverage provided to other medical/professional practitioners. The coverage is an occurrence-based policy: $1,300,000 occurrence/$7,000,000 aggregate with additional excess coverage. Further details of such coverage are available upon request. In connection with the professional liability coverage provided by the Hospital:

5.2.1 The hospital agrees that liability coverage will include legal defense and protection against awards from claims reported or filed after the completion of the program if the alleged acts or omissions of the residents are within the scope of the program.

5.2.2 The Resident agrees to cooperate fully in any investigations, discovery and defense that arise. The Resident’s failure to cooperate may result in personal liability.

5.2.3 If the Resident receives, or anyone with whom the Resident works or resides receives on the Resident’s behalf, a summons, complaint, subpoena or court paper of any kind relating to activities in connection with this Agreement or the Resident’s activities at the Medical Center, the Resident shall immediately submit the document to the Office of the Vice President for Legal Affairs.

5.2.4 The Resident agrees to cooperate fully with the Medical Center’s administration and all attorneys designated by the Medical Center, and all investigators, committees and departments of the Medical Center, particularly in connection with issues concerning evaluation of patient care, review of an incident or claim and/or preparation for litigation, whether or not the Resident is a named party to that litigation.

5.3 **Health Benefits.** There is a flexible health benefits program available for Residents and their families described in Attachment A and in the CIR Voluntary Hospitals House Staff Benefits Plan. It is the Resident’s obligation to select and enroll in the benefit program(s) he/she decides. Health benefits will begin on first day of appointment.

5.4 **Disability Insurance.** (See Attachment A and Summary of Resident Benefits)

5.5 **Workers Compensation.** (See Attachment A and Summary of Resident Benefits)

5.6 **Life Insurance.** (See Attachment A and Summary of Resident Benefits)

5.7 **Confidential Support Services.** The Medical Center through Academic Affairs facilitates the Resident’s access to confidential counseling, medical, psychological and other support services as described in Attachment A.

5.8 **Physician Impairment and Substance Abuse Education.** The Medical Center agrees to provide the Resident with an educational program regarding physician impairment, including substance abuse. The Medical Center shall inform the Resident of the Medical Center’s written policies for handling physician impairment related to substance abuse, which can be found in the Medical Center’s Policy and Procedure Manual, and which are included in the House Staff Website.

5.9 **Laundry Services.** (See Attachment A)

5.10 **On-Call Meals and Parking.** (See Attachment A)
5.11 **Housing.** (See Attachment A)

5.12 **Discontinuation of Benefits.** The Medical Center reserves the right to modify or discontinue the benefits described herein or in Attachment A or in Summary of Resident Benefits at any time or in the CIR Voluntary Hospitals House Staff Benefits Plan.

6. **Reappointment.** The duration of this Agreement is for a period of twelve (12) months. Reappointment and/or promotion to the next level of training is in the sole discretion of the Medical Center and is expressly contingent upon several factors, including, but not limited to, the following: satisfactory completion of all training components, the availability of a position, satisfactory performance evaluations, full compliance with the terms of this Agreement, the continuation of the Medical Center’s and Program’s accreditation by the ACGME, the Medical Center’s financial ability and furtherance of the Medical Center’s objectives.

6.1 Neither this Agreement nor the Resident’s appointment hereunder constitutes an option to renew or extend the Resident’s appointment by the Medical Center or a benefit, promise or other commitment that the Resident will be appointed to the House Staff for a period beyond the expiration date of this Agreement.

6.2 The Medical Center shall provide the Resident written notice of its intent not to renew this Agreement, enter into a new Agreement, or to renew but not promote, for the following academic year no later than six and one-half (6 1/2) months if the Resident is completing the first year of residency or seven (7) months if the Resident has completed more than one (1) year in the residency program prior to the end of this Agreement; provided, however, that if the Resident is on probation then the Resident will be notified by February 15. In the event the Resident receives such notice, the Resident shall be allowed to implement the Medical Center’s Adverse Action procedure as set forth in the Medical Center’s collective bargaining agreement with CIR and Institutional policy.

6.3 In the event the Medical Center and/or the Program is closed or discontinued, the Medical Center shall notify all Residents of a projected closing date as soon as practicable after the decision to close is made and allow Residents already in the Program to complete their education or assist the Residents in enrolling in an ACGME, AOA, or ADA accredited program in which they can continue their education.

7. **Grievance Procedures.** Other than grievances and Adverse Actions addressed in the Medical Center’s collective bargaining agreement with the CIR, the Resident is encouraged to seek resolution of grievances relating to his/her appointment, reappointment, renewal without promotion, or responsibilities with the Program Director. If the issue is not resolved, the Resident should address his/her concerns to the Associate Vice President of Academic Affairs. The Medical Center agrees to provide for grievance procedures that minimize conflict of interest and to provide for adjudication of resident complaints and grievances related to the work environment or issues related to the program or faculty.

8. **Termination.** In the event this Agreement is terminated by the Medical Center, the Resident shall only be entitled to the due process rights and procedures accorded to the House Staff as set forth in the Adverse Action procedures set forth in the collective bargaining agreement between the Medical Center and CIR. Under no circumstances shall the Resident be entitled to the due process and hearing and appellate rights granted to physician members of the Medical Staff as described in the Medical Staff By-laws.

8.1 Upon termination of the Resident’s appointment:
8.1.1 The Program Director shall, at his/her discretion, recommend to the Medical Center whether or not to extend credit to the Resident for participation in the Program.

8.1.2 The Resident shall receive his/her stipend up to the effective date of such termination; less any monies owed to the Medical Center (e.g., unpaid rent).

8.1.3 The Resident shall vacate housing provided by the Medical Center, if any; and

8.1.4 The Resident shall return to the Medical Center all property owned by it by or before the close of business on the effective date of the termination of the Resident's appointment and this Agreement, and complete the Resident Clearance Form.

9. Reporting Requirements. In compliance with state and federal laws and regulations, the Medical Center will report instances in which the Resident is not reappointed or is terminated for reasons related to alleged mental or physical impairment, incompetence, malpractice or misconduct or impairment of patient safety or welfare.

10. Miscellaneous.

10.1 OBRA. In accordance with Section 952 of the Omnibus Reconciliation Act of 1980 (PL 96-499), the Resident agrees to make available for a period of four (4) years following completion of the term of this Agreement, upon request of the Secretary of Health and Human Services or of the United States Comptroller General or any of their authorized representatives, all books, documents and records necessary to certify the nature and extent of the cost of the services rendered pursuant to this Agreement as required by federal statute or duly promulgated regulations.

10.2 Taxes. The Medical Center shall deduct appropriate items, including FICA (Social Security) and applicable federal, state and city withholding taxes, as well as any state disability insurance premiums.

10.3 Entire Agreement. This Agreement, including the attachments and amendments thereto, contains the entire agreement and understanding between the parties and supersedes all prior agreements relating to the subject matter hereof, and may be modified only by a written instrument duly authorized and executed by the parties hereto. In the event of any conflict between this Agreement and the collective bargaining agreement between the Medical Center and CIR, the collective bargaining agreement shall prevail.

10.4 Notice. Any notice related to this Agreement shall be deemed proper if given in writing and hand delivered or sent via express or overnight delivery carrier, or mail, registered or certified mail, return receipt requested, with all postage or other charges prepaid and addressed to the Medical Center and the Resident at the addresses identified above.

10.5 Governing Law. This Agreement shall be governed by the laws of the State of New York.

10.6 Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach.

10.7 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability shall not affect the remainder of this Agreement, which shall remain in full force and effect and shall be enforceable in accordance with its terms.

10.8 In the event of a conflict between the policies and procedures of Maimonides Medical Center
and this Agreement, the terms and provisions of this Agreement shall govern.

11. **Acknowledgement of Appointment.** By signing below, the Resident acknowledges that he/she has not accepted appointment as a resident at any other health care institution for a term of employment concurrent with the term specified herein. The Resident represents that he/she has withdrawn any pending applications for graduate medical education appointment which the Resident may have filed or had filed on his/her behalf, with another health care institution. The Resident acknowledges that the Medical Center may contact other institutions to confirm that any pending application has been withdrawn.

12 **Acknowledgement of Veracity**

By signing this Agreement Resident acknowledges that any false statement or misrepresentation of the facts called for in this application or in the hiring process will be cause for rejection of his/her application or for termination of employment.

Resident/Fellow (signature) __________________________ Maimonides Medical Center

Robin Gitman
VP, Academic Affairs

Date: ___________________________ Date: ___________________________

**Credentials Verification Completed by Academic Affairs:**

__________________________________________
Signature

__________________________________________
Print Name

Date

I hereby waive any confidentiality provisions concerning the information required to be provided by the Medical Center pursuant to sections 2805-j and 2805-k of the New York Public Health Law and the enabling regulations thereto.

I hereby consent to the inspection of all records and documents pertinent to the information provided in the Application for Appointment to Graduate Medical Education Program and the Resident Agreement which information pertains to (but is not limited to) my licensure, training experience, malpractice experience, visa status, current competence and health status.

I affirm under penalty of perjury that the information provided in the Application and pursuant to the Agreement is true and accurate. A photocopy of this waiver shall be as effective as the original when so presented.

__________________________________________
Resident/Fellow Signature and Academic Degree

__________________________________________
Print Name

11
Collective Bargaining Agreement

Between

Maimonides Medical Center

and the

Committee of Interns and Residents/SEIU

November 1, 2013 – October 31, 2016

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 13,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California, New Mexico and Puerto Rico. 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 Maimonides 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!

To contact your CIR organizer, call or write:

Committee of Interns and Residents/SEIU
520 Eighth Avenue, Suite 1200
New York, NY 10018
ph (212) 356-8100 or (800) CIR-8877
fax (212) 356-8111
info@cirseiu.org
http://www.cirseiu.org

For the Voluntary Hospital House Staff Benefits Plan, call or fax:
ph: (212) 356-8180
fx: (212) 356-8111
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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 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 November 1, 2014, each House Staff Officer shall receive a 2% increase and PGY base rates shall be adjusted accordingly. Effective November 1, 2015, each House Staff Officer shall receive a 1.5% increase and PGY base rates shall be adjusted accordingly.
Effective May 1, 2016, each House Staff Officer shall receive a 2% increase and PGY base rates shall be adjusted accordingly.

<table>
<thead>
<tr>
<th>PGY Level</th>
<th>Current</th>
<th>11/1/2014</th>
<th>5/1/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>PGY 1</td>
<td>$57,790</td>
<td>$58,945</td>
<td>$61,026</td>
</tr>
<tr>
<td>PGY 2</td>
<td>$61,880</td>
<td>$63,117</td>
<td>$65,345</td>
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<td>$70,097</td>
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<td>PGY 5</td>
<td>$69,615</td>
<td>$71,007</td>
<td>$73,513</td>
</tr>
<tr>
<td>PGY 6</td>
<td>$70,985</td>
<td>$72,404</td>
<td>$74,960</td>
</tr>
<tr>
<td>PGY 7</td>
<td>$72,561</td>
<td>$74,012</td>
<td>$76,624</td>
</tr>
<tr>
<td>PGY 8</td>
<td>$74,133</td>
<td>$75,615</td>
<td>$78,284</td>
</tr>
</tbody>
</table>

5. Effective 11/1/2013, the Chief Resident differential shall increase to $1725.

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

Therefore, the parties agree to set up an incentive bonus program. A Resident Safety Council committee comprised of the Executive Vice President of Clinical Affairs and Affiliations, faculty, residents, and a CIR Representative has been formed to reach consensus on area(s) of concentration, a work plan, and quantitative results, including financial savings to the hospital. CIR residents from each department of the hospital will be given the opportunity to submit project proposals to this committee.

If the results are achieved, the Hospital will contribute an aggregate amount of $180,000 for the academic year 2014-2015 and $180,000 for the academic year 2015-2016.

The Hospital will fund a Fellowship position to focus on hospital based clinical and administrative issues, systems based practice, and performance improvement. The position will assist with the achievement of the above-mentioned goals. The fellowship will be named, “Maimonides/CIR Fellow for Quality Improvement and Patient Safety.”

The Hospital will dedicate current staff resources to assist with the achievement of the above-mentioned goals.

**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.

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Applicable Monthly Contribution Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/1/2014</td>
<td>$600</td>
</tr>
<tr>
<td>1/1/2015</td>
<td>$650</td>
</tr>
<tr>
<td>1/1/2016</td>
<td>$770</td>
</tr>
</tbody>
</table>

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:

Last Name (family name)
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.

**Article 4:**

**Meals**

Each CIR House Staff Officer employed by the Hospital shall receive $750 per year loaded on a meal card at the commencement of each academic year. On January 1, 2014, the Hospital shall load $375 on each meal card to cover until meal cards are reloaded in the full amount on July 1, 2014. The parties agree to meet in labor-management meetings to discuss any issues in the implementation of this system, including but not limited to the expansion of outside vendors.

**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 Officer who are on-call at MMC in order to avoid being charged for 2 days of parking when on-call for a 24hr 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. Effective November 1, 2013, all House Staff Officers shall receive $400 per academic year towards the cost of an Educational Conference, Board Review,
textbooks, journals, electronic equivalents, PDAs, and/or exam fees, subject to the approval of the Chairperson or designee. Such approval shall not be unreasonably denied. The reimbursement if not used may be accumulated from year to year. Reimbursements shall be processed within 2 months of being received by the department.

3. 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) additional 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.

4. 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) House Staff Officers scheduled to work on a hospital holiday six (6) hours or more are to receive an alternate day off with pay within one hundred and twenty (120) 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. House Staff Officers scheduled to work on a hospital holiday off service or on an out rotation will receive a day’s pay. Requests for payment of a day’s pay in lieu of an alternate day off must be submitted to Academic Affairs within 120 days of the day worked with appropriate signatures.

(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. The Program Director is to advise the House Staff Officer of the impact of the leave on his/her completion of the program and 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

The Medical Center shall provide and maintain safe sleep/rest quarters in conformance with ACGME requirements. The Medical Center shall notify the CIR/SEIU of any changes in the location of on-call rooms thirty (30) days prior to the implementation of the change. The Medical Center will work with the CIR/SEIU to resolve issues around the on-call rooms should they occur.

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. Conditional non-renewals
are not adverse actions and are not subject to the appeals process.

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. 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. 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.

7. 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.

8. 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.

9. 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 who shall have the right to participate in the deliberations, and each of who 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) 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.

(d) The presence of the House Staff Officer for whom the meeting has been schedule 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.
(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.

(f) 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.

(g) 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.

(h) 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.

10. 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.
11. 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.

12. 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 ½) months prior to the expiration of their contracts if their contract is to be conditionally non-renewed. In each subsequent year, House Staff Officers shall be notified at least seven (7) months prior to the expiration of their contract if their contract is to be conditionally non-renewed. House Staff Officers with contracts for less than twelve (12) months shall be given notice of conditional non-renewal by the first day after expiration of one-half (1/2) of the duration of such contract. Conditional non-renewals shall be by recommendation of each department’s Clinical Competency Committee or other similar departmental committee.

4. In cases of conditional non-renewals, 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-renewal 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, creed, color, national origin, sex, age, disability, marital status, sexual orientation or citizenship status 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 disposition 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**

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:

1. 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.

2. 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 November 1, 2013 shall be in full force and effect from November 1, 2013 through October 31, 2016 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.

9. Quality Improvement:
The hospital will participate in the multi-employer joint labor management committee, (known hereafter as the CIR-Joint Quality Improvement Association, or JQIA) as provided for under Section 302(c)(9) of the Labor-Management Relations Act (“LMRA”) 29 U.S.C. Section 186(c)(9). The JQIA would be devoted to funding, including but not limited to, training, resources, and CIR staff time for the jointly developed departmental or house staff wide projects from Article 2.6. Participation for the hospital in the JQIA will entail a contribution of $20,000 per contract year to be paid on January 1 of each contract year.

Article 31:
Housing

Housing Allocation Procedure:

1. The “Housing Coordinator” or designee shall prepare, post and summit 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.
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 estate 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.

13. The medical Center will notify CIR/SEIU 90 days in advance prior to the implementation of any rent increase.

**Article 32:**

Lockers

The Medical Center shall provide each House Staff Officer with access to a 1/2 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:

   - Publicly disavow such action by the Employees.
   - Advise the Employer in writing that such action by Employees has not been called or sanctioned by the Union.
   - Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately.
   - 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:

Committee of Interns and Residents

For CIR/SEIU

Date: 11/1/2013

Maimonides Medical Center

For Maimonides Medical Center

Date: 11/1/2013
Committee of Interns & Residents/SEIU
National Office
520 Eighth Avenue, Suite 1200
New York, New York 10018
ph: (212) 356-8100
fx: (212) 356-8111
e-mail: info@cirseiu.org
WORK HOURS
COMPLIANCE PROCESS
The following monitoring process is used in the Department of Anesthesiology to ensure compliance with the ACGME's duty hours' requirements:

- Residents are educated through institutional and departmental orientation to the importance of duty hour compliance.

- Residents record their work hours on the New Innovations Systems, which is a web-based program and the software can also be downloaded into their PDAs. They are encouraged to enter their hours on a daily basis or by Friday of each week, which falls within the 5-day grace period.

- A weekly work hours report is generated every Monday to monitor the residents' compliance. Work hours not entered within the specified time period will result in a non-compliance notice. Residents with 3 non-compliant occurrences will be assigned an additional Saturday call.

- For duty hours' violations or discrepancies a justification is submitted by the resident indicating the reason for remaining on duty beyond the scheduled hours. The Program Director receives an email notification for each "Duty Hour Justification" that is submitted for review and approval. If additional information is required, a notice is submitted indicating this. The resident will receive an email notification from New Innovations requesting the additional information.

- The Residency Coordinator and/or designate monitors residents' compliance with work hours and is responsible for bringing any discrepancies to the Program Director's attention.

- The Program Director reviews the data and counsels residents as needed. Where patterns or trends are identified system solutions are developed.

- The Academic Affairs Department maintains a confidential duty hours' hotline to report any violations. Calls received regarding violations are investigated by the Academic Affairs staff and brought to the Program Director's and GMEC's attention.

- Academic Affairs reviews duty hour data weekly providing feedback to programs.

- The GMEC evaluates each program's duty hours as a compliance report. Any potential violations are addressed by the GMEC.

- Duty Hours are also randomly reviewed by IPRO under New York Law.