Collective Bargaining Agreement

between

Committee of Interns and Residents

and

The Brooklyn Hospital Center

November 1, 2025 – October 31, 2028

Contents

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

Appendix A Renewal Side Letter of Agreement
New York State Disability Insurance 33
Appendix B Side Letter of Agreement
Immigration Protection and Visa Status 34

Article 1 Recognition

1.1 The Hospital recognizes CIR/SEIU as the exclusive bargaining representative for all interns, residents, chief residents in positions accredited by the ACGME or ADA, and fellows employed by the Hospital and wherever assigned. Persons in such titles are hereinafter referred to as "Housestaff Officers."

Article 2 Salaries

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

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

(b)(1) A Housestaff 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 Housestaff Officer who has completed two years of service in such training program shall be placed at PGY-3). A Housestaff Officer required to spend a prerequisite period of service in an ACGME-ADA-AOA-APMA training program in a specialty other than that in which the Housestaff Officer is serving shall be classified on the basis of cumulative years of such service. However, no Housestaff Officer shall be advanced beyond the PGY-2 level for prior service in any non-ACGME-APMA-ADA-AOA accredited training program in another specialty area.

(b)(2) In the event a Housestaff Officer changes his/her specialty, he/she shall receive salary credit of a maximum of one year for successful service in such other accredited, non-prerequisite training program. Effective July 1, 2020, in the event a Housestaff Officer changes his/her specialty; he/she shall receive salary credit for every successful year of service in such other accredited, non-prerequisite training program. Claimed violation of credit for prior service retroactivity pay shall be limited to 60 days prior to the date on which the Hospital is first notified of such a claim.

(c)(1) When some or all of the prior service of a Housestaff Officer has been in a non accredited training program (s)he shall at a minimum be classified at the PGY level appropriate to the years of service (s)he has completed in an ACGME-APMA-ADA AOA accredited training program in the current specialty area.

(c)(2) Additional credit, if any, for non-ACGME-APMA-ADA-AOA accredited training programs to be granted in establishing the appropriate PGY level for a Housestaff Officer shall be determined by the Housestaff Officer and his/her Director of Service at the time of appointment.

2. A year of service in a training program as herein referred to shall mean a year of service in a training program which has been certified as having been completed by the appropriate Hospital authority.
3. A Housestaff Officer who, during the term of this Agreement, successfully completes his/her service for a year and is reappointed to serve for an additional year shall be advanced to the next higher PGY.
4. Salary rates effective January 1st 2026

PGY Level	Current	Jan 1, 2026	Jan 1, 2027	Jan 1, 2028
Percentage		**4.00%**	**4.00%**	**4.00%**
PGY 1	$79,188	$82,356	$85,650	$89,076
PGY 2	$84,911	$88,307	$91,840	$95,513
PGY 3	$91,573	$95,236	$99,045	$103,007
PGY 4	$95,237	$99,046	$103,008	$107,129
PGY 5	$99,049	$103,011	$107,131	$111,417
PGY 6	$103,007	$107,127	$111,412	$115,869
PGY 7	$104,864	$109,059	$113,421	$117,958

5. The Chief Resident differential shall be $3,500 as of the effective date of this agreement.
6. Effective June 2020, TBHC's Housestaff Orientation period shall not exceed 10 calendar days.

Article 3 Health & Welfare Benefits
Voluntary Hospitals House Staff Benefits Plan

1. The Employer shall make monthly contributions for the purpose of providing health and welfare benefits for each House Staff Officer employed within the CIR/SEIU bargaining unit and their eligible 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 (partic-

ipant and spouse only) dismemberment (participant only), disability (participant only) coverage and legal services (through the CIR Legal Services Plan) and any other benefit as defined in the Summary Plan Description to participants in the VHHSBP, and the VHHSBP shall thereupon provide such benefits ("the covered benefits").

2. Effective on the dates 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.

Effective Date	Applicable Monthly Contribution Rate
1/1/2026	$1,375
1/1/2027	$1,460
1/1/2028	$1,550

3. 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.

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

5. The Employer shall furnish VHHSBP with lists of incoming and terminating residents prior to June 1 of each Plan Year. In addition, the employer shall also furnish VHHSBP with a full list of all Housestaff officers employed by the hospital twice a year (on or before August 1 and February 1 of each year). The Plan Year is the period from July 1 through June 30. For residents starting or terminating at times other than the Plan Year, 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.

6. The Employer shall provide these lists (cited above in paragraph 5) to CIR in an Excel compatible spreadsheet, either via email or on a disk. The excel spreadsheet template shall be as follows:

   Last Name (family name)
   First Name
   Middle Name (if any)
   Social Security #
   Current PGY Level
   Date of Hire
   Department Street Address (multiple lines separated by semicolon";")
   City
   State
   Zip Code
   Email
   Home Phone #
   Member/Agency Fee Payer (M for member, A for agency fee payer)
   Family status (S for single and F for family) Date of Birth
   The list should include a total of all bargaining unit members.

7. 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 a reasonable rate of interest in accordance with the policy of the Trustees as well as such other amounts and remedies as are available to employee benefits funds under the Employee Retirement Income Security Act.

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

Article 4 Meals

1. Each Housestaff Officer will receive a meal allowance of $150 per month for use in the cafeteria. Swipe cards will only be charged for items purchased, and there will be no restrictions on which items Housestaff officers may purchase.

2. Any change to the meal allowance shall not be retroactive and shall be effective on the first day of the month following ratification of this Agreement.

3. On weekends and nights, when the cafeteria is open, Housestaff Officers will have access to the cafeteria as above. On weekends, when the cafeteria is closed, Hous-

estaff Officers shall receive, upon request and under procedures to be determined, patient meals.

4. For the promotion of wellness of our Hospital staff, the hospital will endeavor to provide healthy food and snack options in its cafeteria and Housestaff lounges.

Article 5 Parking

1. As long as the Hospital continues to provide parking at Brooklyn Hospital to other employees on the same basis and at the same cost as it now provides parking, it will do so for Housestaff Officers. Should the Hospital plan to change how and on what basis parking is provided to employees, it will give the Union 30 days notice.
2. The Hospital shall, upon presentation of a receipt to the appropriate Department Chair or his/her designee, reimburse a Housestaff Officer for the cost of parking at an outside rotation hospital's parking facility. The Hospital shall also reimburse upon presentation of a receipt to the appropriate Department Chair or his/her designee, reimburse a House Staff Officer for the cost of tolls to and from an outside rotation.

Article 6 Medical Education Benefits

1. The Hospital shall provide BCLS, ACLS, PALS and NRP courses for certification and recertification for each Housestaff Officer where applicable to their training. Where ATLS or other similar courses are required which the Hospital does not provide, such course attendance will be coordinated through the Department Chair and paid by the Hospital. Housestaff Officers shall be paid for time of course attendance which shall be within their normal and scheduled work hours. Certification and recertification shall be mandatory.
2. Effective January 1, 2014 the hospital will reimburse Housestaff Officers in their final year of their training program $650 for the costs associated with books, board exams, medical licensure fees, due to medical societies, subscriptions or journal fees, and/or electronic medical devices. All other Housestaff Officers will receive $200 per academic year. Effective January 1, 2021 the hospital will reimburse Housestaff Officers in their final year of their training program $725 for the costs associated with books, board exams, medical licensure fees, due to medical societies, subscriptions or journal fees, and/or electronic medical devices. All other Housestaff will receive $300 per academic year. Effective July 1, 2023 the hospital will reimburse Housestaff Officers in their final year of their training program $800 for the costs associated with books, board exams, medical licensure fees,

due to medical societies, subscriptions or journal fees, and/or electronic medical devices. All other Housestaff will receive $400 per academic year. Effective on the 1st of the month following ratification of the 2025-2028 agreement, the hospital will reimburse Housestaff Officers in their final year of their training program $1000 for the costs associated with books, board exams, medical licensure fees, dues to medical societies, subscriptions or journal fees, and/or electronic medical devices. All other Housestaff will receive $600 per academic year. Housestaff Officers will only be reimbursed once per calendar year. Housestaff Officers who do not use their entire eligible reimbursable amount in an academic year and continue on the hospital's training program payroll in the next academic year can carry over the unused reimbursable amount to the next academic year. Housestaff Officers must submit detailed receipts no later than 30 days beyond each calendar year's end. The allowance shall be paid in a reasonable timeframe.

Article 7 Leave Time

1. **Sick Time**

   A. Effective with the first day of employment and on each anniversary date thereafter, each Housestaff Officer shall be credited with twelve (12) sick days (which may be accumulated to 48 days)

      A.I. Housestaff Officers will not be compelled to find their own coverage when utilizing their sick time

      A.II. In the event a Housestaff Officer needs to make up leave time as necessitated by specialty board graduation requirements, the Program Director will communicate the time needed to satisfy specific board requirements to the Housestaff Officer when known to the program.

      A.III. For foreseeable appointments, residents shall provide two (2) weeks' notice to Chiefresidents (excluding emergence sick visits). Upon receiving written notice, the Chief Residents will find coverage.

   B. An annual report of sick leave shall be made available once a year upon request

2. **Bereavement Leave.**

   a. In the event of death of a Housestaff Officer's parent, spouse, or child, the Housestaff Officer is entitled to receive five (5) working days leave without loss of pay. In the event of death of a Housestaff Officer's grandparent, sibling or in--laws, the Housestaff Officer is entitled to receive four (4) working days leave without loss of pay.

b. HSO 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 Housestaff Officer shall be credited with five (5) personal days off with pay. Personal days shall be approved by the Housestaff Officer's Chairperson or his/her designee. Such approval shall not be unreasonably denied. Personal days may be accumulated up to nine (9) days with the approval of the Chairperson or his/her designee.

4. **Miscellaneous Leave Time.** Reasonable time off with pay for licensure, specialty, immigration or other examinations will not be unreasonably denied.

5. **Family and Medical Leave.** Consistent with the Family and Medical Act of 1993, eligible persons covered by this Agreement may be entitled to twelve (12) weeks of unpaid medical leave as required by the FMLA. Housestaff Officer's returning from family leave may be required to complete missed rotations in order to become board eligible. Should a department require a HSO to complete missed rotations, the Hospital shall compensate the HSO at his/her current PGY level and provide malpractice coverage and all other applicable hospital benefits.

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

   a. **Maternity Leave.** Housestaff Officer's shall be eligible for maternity leave in the event of the birth or adoption of a child. Maternity leave shall be granted to a woman unable to work due to pregnancy and pregnancy related reasons on the same basis as a medical leave is granted and shall pay such employee available sick leave for as long as the employee's physician certifies that she is disabled and unable to work and has accumulated sick time. At the point when an employee is certified by her physician as being physically able to return to work or sick time accrual is exhausted, the employee's maternity leave shall become an unpaid leave.

   A maternity leave shall be granted for a period of time not to exceed six (6) months or the length of the physical disability, whichever is greater. Such period shall include both paid and unpaid maternity leave.

   Upon request, Housestaff Officers who are pregnant shall be assigned electives and rotations appropriate to their condition, and available vacation time, 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 Housestaff Officer's specialty board and within the constraints of the program.

b. **Non-Birthing Housestaff Officer Leave/Adoption Leave.** Non-Birthing Housestaff shall be eligible for 2 days paternity leave or adoption.

c. **Parenthood Leave.** Housestaff Officers who become parents on or after their employment start date and who exhausted any leave entitlements afforded under Maternity Leave, Paternity/Adoption Leave, FMLA and New York Paid Family Leave shall be eligible upon request for a single and continuous unpaid leave up to eight (8) consecutive weeks within one (1) year of the birth, placement, or adoption of a child and must be completed within one year of the birth, placement, or adoption of the child. Approval for such leave shall not be unreasonably denied. The Housestaff Officer may elect to use unused vacation, personal days and/or accrued holiday time during parenthood leave. Depending on the length of leave, the Housestaff Officer may be required to make up training time with a delayed graduation date pursuant ot ACGME and specialty Board requirements. If required, training time must be made up before the resident advances to the next PGY level.

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

7. **Holidays.**

a. Housestaff Officers shall receive nine (9) holidays off per year with pay.

b. Housestaff Officers required to perform duty on a holiday shall receive either an alternate day off with pay or an additional day's pay, at the Housestaff Officer's option within 45 days following the holiday, unless operational needs require an extension, in which case the alternate day off shall be scheduled no later than 60 days following the holiday. Such preference shall be subject to the approval of Department Chair and such approval shall not be unreasonably denied. Only Housestaff Officers who are required to perform any duties on the actual holiday (not on the hospital observed holiday) are considered to have worked the holiday for the purposes of this section.

Article 8 Vacations

1. Housestaff Officers shall be entitled to four (4) weeks paid vacation each year. Departments will not restrict current practices which allow Housestaff Officers to split vacation time or use it as a whole unit.
2. Where appropriate Specialty Boards require lesser vacation time, Housestaff Officers will be paid for lost vacation time by the end of the academic year.

Article 9 Apartment Rentals and Housing

1. Effective December 31, 2019, the language in this section is no longer applicable. In the event, the hospital purchases or acquires future housing and is able to provide housing to Housestaff Officers, the Hospital and CIR will meet to discuss the terms and conditions of such arrangement.
   a. Housestaff Officers who choose to reside in hospital housing shall be given the opportunity to sign a one-year lease when housing is assigned.
   b. The Hospital will provide CIR with the current number of Housestaff Officers residing in Hospital provided apartments.
   c. Upon reappointment, Housestaff Officers shall have the option of renewing their lease, if the apartment is still available. In the event that a decision is made to sell a building or apartment, or if the apartment will unavailable for other reasons, the Housestaff Officer will be given one hundred twenty (120) days notice and shall be given preference for signing a lease on an equivalent apartment if or when one will be available.

      If a decision is made to sell a building or an apartment becomes unavailable and the Hospital is unable to give 120 days notice, Brooklyn Hospital will immediately notify affected Housestaff Officers and CIR/SEIU of the decision and the anticipated date of sale or unavailability.
   d. Starting on July 1, 2008, apartments shall be allocated to Housestaff Officers first in each department by seniority and then on a first-come, first-serve basis. No housestaff officer currently residing in hospital-owned housing shall be forced to give up their apartment on account of this new policy.
2. The Hospital shall make best efforts to provide fair and reasonable service for all requested repairs and service based on emergency, priority and housing workload factors.

3. All defective appliances shall be repaired or replaced within a reasonable amount of time.
4. Rents shall be adjusted only between residency years. The Hospital will inform residents and CIR of any rent increase 30 days prior to 7/1/2011 and 60 days prior to its implementation in every succeeding year.

Article 10 CIR/SEIU Dues and Security

1. It shall be a condition of employment that all House Staff Officers covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall on or by the 31st day following the effective date of this Agreement, whichever may be later, become and remain members in good standing of the Union. It shall also be a condition of employment that all House Staff Officers covered by this Agreement and hired on or after its effective date or the execution thereof, whichever may be later, shall on or after the 31st day following the beginning of such employment become and remain members in good standing of the Union. For the purpose of this Agreement, "good standing" shall consist of the payment of periodic dues as uniformly required by the Union as a condition of membership, or pay an agency fee to the Union.
2. No discrimination or reprisal shall be visited against any such Housestaff Officer by either party based upon membership or non-membership in CIR/SEIU.
3. CIR/SEIU shall have the exclusive right to the check off and transmittal of dues and agency fees on behalf of each employee in the unit, said dues and agency fees to be checked off monthly from the paycheck of each Housestaff Officer, pursuant to the directive of CIR/SEIU, in such amounts as CIR/SEIU shall establish. The Hospital agrees to forward said dues and agency fees to CIR/SEIU by the 20th day of the month after they are collected.
4. It is specifically agreed that the Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and CIR/SEIU agrees that it will indemnify and hold the Employer harmless for any claims, judgments, actions or proceedings made by any Housestaff Officer arising from deductions made by the Hospital pursuant to this Article. After deductions are remitted to CIR/SEIU, the disposition thereof shall be the sole and exclusive obligation and responsibility of CIR/SEIU.
5. The Hospital shall ensure that at least two (2) CIR/SEIU representatives will be included in Brooklyn Hospital's hospital-wide Orientation Program. This will

include the allotment of at least ½ hour to address the new Housestaff Officers and to distribute handouts. Each year, the Hospital shall provide to CIR a list by department of all new interns, residents and fellows at least two (2) weeks prior to orientation. As soon as the initial contract is signed, CIR/SEIU representatives will be provided with space to meet with all Housestaff Officers, so long as it does not interfere with their duties and obligations to the Hospital or their academic training.

6. By July 15th of each year, the Hospital shall forward to CIR/SEIU a current list of Housestaff Officers in the bargaining unit, compiled from the Hospital's records, which list shall include designation by post graduate years, and fellowship titles, if any, and home or mailing address. Changes to such list shall be forwarded to CIR/SEIU quarterly.
7. The Hospital shall provide a locked bulletin board in a visible location at each site for use by CIR/SEIU.
8. Release time shall be granted for CIR Representatives to attend the annual CIR convention and periodic labor-management meetings. The Housestaff Officer shall give his/her department reasonable advance notice of the requested time to attend CIR, labor-management, hospital committee, and grievance meetings. The Housestaff Officer and Department shall cooperate to find coverage for such time off. Time off shall be granted so long as it does not unreasonably interfere with the duties and obligations of the Housestaff Officer to the Hospital and Department.

Article 11 Out of Title Work

1. Housestaff Officers in both Inpatient and Outpatient Services shall not routinely be assigned or expected to perform various support functions including IV services, clerical services, routine vital signs and weights, phlebotomy services, and services pertaining to the movement of patients and materials within the hospital.
2. The Hospital recognizes that the provision of minimum standards of ancillary and support services is a fundamental institutional responsibility. These services include IV therapy, phlebotomy, clerical support on both ambulatory and inpatient clinical units, EKG service, interpreter service, and the movement of patients and materials about the facility in a timely manner.
3. The Hospital and CIR/SEIU will periodically review all out of title work routinely performed by Housestaff officers. If a determination is made that the performance of out of title work is regular or recurrent, the parties will develop an appropriate plan to reduce the out of title work performed.

Article 12 ACGME Standards

1. Any changes in ACGME standards shall automatically be included in and supersede any provisions of this agreement that are based on or refer to such standards,in that event, the parties will meet and discuss the implications of such changes and negotiate the impact of the change where a benefit is materially reduced.
2. The Hospital agrees to provide a suitable environment for the medical education experience and training program that meets the general requirements of the essentials of all appropriate residency accrediting bodies.
3. Residents shall be provided with protected time to participate in core didactic activities. The parties agree that there may be extenuating circumstances where this may not be possible. In instances where the extenuating circumstances are regular and recurrent making protected time impossible, the hospital will meet with CIR to discuss how these circumstances can be avoided in the future.
4. The Hospital shall guarantee access to any required, certified away rotation per ACGME requirements for that specialty. However, the Hospital is not obligated to approve a rotation if said opportunity exists at the Brooklyn Hospital Center. The residents must obtain approval from their department chair or Program Director before any commitment is made.
5. **ACGME Compliance and Reporting**
    a. The Hospital will make best efforts to maintain full compliance with all applicable Accreditation Council for Graduate Medical Education (ACGME) institutional and program requirements.
    b. House Staff Officers are encouraged to report suspected violations of ACGME requirements through Program leadership, the GME Office, institutional compliance resources, or other established Hospital reporting mechanisms. Nothing in this section will prohibit Residents from utilizing ACGME reporting mechanisms or other legally protected reporting channels after exhausting the Hospital's internal channels.
    c. No Housestaff Officer will be subject to retaliation for making a good-faith report of suspected ACGME noncompliance consistent with the Hospital's policy.
    d. The Union may bring systemic concerns regarding ACGME compliance affecting Housestaff Officers to the attention of the Designated Institutional Official ("DIO") or designee. Upon receipt of such concerns, the Hospital will review the matter and meet with the Union within a reasonable timeframe to discuss the

issue and possible solutions. The parties may also raise such concerns in Labor-Management Meetings.

e. The Hospital retains sole discretion regarding educational, clinical, operational, accreditation, and corrective actions necessary to address identified concerns. Where the Hospital determines corrective action is warranted, it will address the matter as appropriate and notify the union regarding resolution.

Article 13 On-Call Rooms and Housestaff Lounges

1. **On-Call Rooms**:

   a. The Hospital will provide and maintain an adequate number of on-call rooms in reasonable proximity to patient care areas.

   b. The Hospital will make best efforts to notify CIR at least thirty (30) days in advance of any change in the location of on-call rooms.

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

   d. There shall be a working telephone and computer in each on-call room. There shall be reasonably convenient access from on-call to private bathroom facilities and shower facilities. The Hospital will make best efforts to provide daily changes of bed linen, general housekeeping of on-call rooms, and to make an extra set of clean linen available at all times. The Hospital shall provide a desk or table for each on-call room.

   e. On-call rooms shall have functional locks and readily available keys.

   f. Environmental Services will be responsible for supervising the maintenance of on-call rooms. A list of on-call rooms and their locations shall be provided to CIR and updated as changes occur.

   g. The Hospital shall maintain on-call rooms in suitable condition. Housestaff Officers shall report concerns with the On-Call rooms to their program leadership.

2. **Housestaff Lounges**

   a. The Hospital shall maintain a lounge for the exclusive use of Housestaff Officers such that all Housestaff Officers have reasonable access to lounges. Lounges shall be furnished with couches, chairs, bulletin boards, reading lamps and

tables, and at least two working house telephones. CIR shall be notified of any change in the locations or conditions of lounges. In addition, existing departmental lounges will be maintained.

b. The Hospital shall install and maintain in good working order at least one computer with Internet access and lab access, a microwave, a television, a refrigerator, and a coffee urn in each Housestaff lounge.

c. In the Medicine/Surgery lounge, the Hospital shall install and maintain at least 2 working computers with internet and lab access, a microwave, a television, a refrigerator, and a coffee urn.

d. The Hospital shall maintain Housestaff Lounges in suitable condition. Housestaff Officers shall report concerns with Housestaff Lounges to their program leadership.

Article 14 Lockers and Beepers

1. The Hospital will provide one locker for each Housestaff Officer at the site of his/her current rotation. The Hospital will provide CIR with at least two (2) weeks' notice should it plan to move the location of the locker. The Hospital will make best efforts to ensure that the locker will be in a centrally located, secure location, preferably close to call rooms. Housestaff Officers will only be provided access to a locker only after it has been registered with the Graduate Medical Office. Lockers must be registered on an annual basis. Lockers shall be maintained in good working order. Housestaff Officers shall report concerns with lockers to their program leadership. Access to a locker will not be unreasonably delayed.

2. Each Housestaff Officer will be furnished with a functional beeper which will be maintained by the Hospital throughout his/her residency. In addition, each Housestaff Officer will also have the opportunity to have an HIPPA Compliant app (AMS Connect) on their personal cell phone. The Hospital is not responsible for a Housestaff Officer's personal cell phone.

Article 15 Uniforms and Laundry

1. The Hospital will make best efforts to provide Housestaff Officers with a sufficient number of white coats and scrubs annually. All cloth uniforms provided shall be laundered by the Hospital at no cost to the Housestaff Officer.

Article 16 Medical Libraries and Computers

1. The Hospital shall provide full online access to the medical library at Icahn School of Medicine at Mount Sinai. Housestaff Officers shall have access to the library twenty-four (24) hours a day, seven (7) days a week. The hospital reserves the right to change service providers if it deems necessary to an equivalent or better on-line clinical reference resource and provide CIR with reasonable advanced notice of such change.
2. The library at Brooklyn Hospital shall be equipped with at least four (4) computers with Internet access and at least two (2) networked printers. Such computers and printers shall be maintained in good working order.
3. All Housestaff Officers will be given computer access to UpToDate from all internet-accessible computers in clinical areas of Brooklyn Hospital. The Employer has the right to switch to an equivalent or better on-line clinical reference resource.
4. The Hospital shall maintain a copy machine in the library. Housestaff Officers shall be entitled to copies of items available in the medical library within limits of copyright law.
5. A Subcommittee will be established, which will include representatives of the Housestaff, to evaluate and make recommendations about the Hospital's online resources.

Article 17 Access to Files

1. Upon forty eight (48) hour notice (exclusive of weekends), a Housestaff Officer shall have the right to examine and/or receive a free copy of all materials contained in his/her file, excluding pre-employment references. With the permission of the Housestaff Officer, copies shall be provided to the union.
2. A Housestaff Officer shall receive a copy of any material placed in his/her file. The Housestaff Officer shall have the right to place in his/her file an attached response to any such material, including evaluatory statements and incident reports which shall be maintained by the Hospital. Any materials not shown to the Housestaff Officer shall be removed from the file and may not be considered in any disciplinary action or hearing.
3. Housestaff Officers shall have the right to review any evaluation with the Chair, or designee, of his/her program.
4. A written evaluation will be made of a Housestaff Officer after each rotation by an Attending Physician who has direct, continuous contact with the Housestaff

Officer during the performance of his/her duties. A copy of any evaluation will be shown to the Housestaff Officer and placed in his/her file within 30 days after completion of the rotation.

5. Upon reasonable request of a HSO, the Department Chair will furnish a letter of recommendation to a prospective employer.
6. Incident reports or other documents that do not result in discipline shall not be maintained in the personnel file.

Article 18 Labor/Management Meetings

1. In the interest of fostering sound labor relations, CIR/SEIU and Brooklyn Hospital Center will form a Labor-Management Committee made up of Housestaff Officers, CIR/SEIU Representatives, and Management Representatives. The Labor-Management Committee shall meet on a regularly scheduled basis to review and discuss the administration or interpretation of this Agreement in a joint effort to resolve issues.

Article 19 Grievance Procedure

1. A grievance shall be defined as a dispute regarding the interpretation or application of this Agreement.
2. A grievance may be brought by the CIR pursuant to the following three (3) step procedure:

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

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

Step III: If the grievance is not satisfactorily resolved at Step I or Step II, CIR shall either proceed, within twenty-one (21) calendar days after receipt of the Step II determination, to final and binding arbitration before a single arbitrator, pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association or, by failing to arbitrate the issue, shall accede to the prior determination and waive all further rights hereunder.

3. Any of the foregoing Steps may be waived by mutual written consent of the parties. Should the individual charged with making a determination at Step I or Step II exceed a time limit without such consent then the grievance may be deemed denied and appealed to the next step.
4. Housestaff Officers shall be entitled to representation by CIR at all Steps of the grievance procedure.
5. The Hospital will allow time off to Housestaff Officers involved in grievance proceedings so long as such time off shall not interfere their duties and obligations to the Hospital or their academic training.
6. Any of the time limits in this Article may be extended by mutual written agreement of the parties.

Article 20 Disciplinary Procedure

1. There shall be no dismissal, demotion, suspension, probation (other than clinical) or non renewal imposed against any House Staff Officer (hereinafter HSO) except for cause. The Hospital will not withhold paychecks for disciplinary reasons. Whenever discipline or non-renewal is issued, written notice of the disciplinary action shall be presented to the HSO. Following any disciplinary reassignment from duty, the HSO shall have the right to appeal in accordance with paragraph 5 of this Article.
2. The Hospital shall establish an ad hoc committee designated as the Interns and Residents Grievance Committee (IRGC) to deal with matters of discipline. No less than twenty-five (25%), and no fewer than two (2) physicians serving on the IRGC shall be comprised of Brooklyn Hospital HSOs selected by CIR. All other members of the IRGC shall consist of Brooklyn Hospital clinical faculty and program directors and/or designated individuals of the Hospital. No member of an HSO's department may serve on the IRGC that will hear that HSO's discipline case.

3. The Hospital will attempt to arrange the work schedules of HSO's participating in IRGC hearings so as to permit reasonable time off. It is further understood and agreed that meetings of the IRGC are to be attended only by members of the IRGC, the HSO against whom discipline was issued, and a CIR representative. Proceedings of the IRGC are to be kept in strict confidence.

4. It is understood that an HSO may be removed immediately from his/her duties, including barring an HSO from the Hospital premises, by a Department Chairperson or Senior Management of the Hospital without a hearing where his/her continued presence is deemed to be a risk or liability to the Hospital and/or its interests.

5. The HSO may, within fourteen (14) calendar days of the receipt of written discipline, file a request, with the Chairman of the HSO's Department or the Designated Institutional Officer, for a hearing before the IRGC, which shall be scheduled within twenty-one (21) days after receipt of such request. If no such request is made, the notice of disciplinary action shall be considered final without further action.

6. If an HSO requests a hearing before the IRGC, the IRGC shall hear and evaluate all data related to disciplinary action and shall give the HSO a full and unimpaired right to present evidence. The IRGC shall make an expeditious determination of all matters thus appealed to it. The IRGC may decide to uphold, modify or reject the disciplinary action and such decisions shall be determined by a simple majority of votes of the IRGC.

7. The decision of the IRGC regarding dismissal, demotion, suspension, or termination and/or non-renewal for reasons relating to clinical competence, professional medical judgment, academic progress and/or board eligibility will be final and is not subject to arbitration or appeal by CIR. A decision on a termination or non-renewal of an HSO for reasons other than clinical competence, professional medical judgment, academic progress and/or board eligibility may be appealed by either the HSO, or the Hospital for final and binding arbitration to the American Arbitration Association within thirty (30) days of the decision. Whether an issue is properly defined as "clinical competence, professional medical judgment, academic progress and board eligibility" may be submitted to arbitration by CIR as a threshold issue. If the decision is that the issue is arbitrable, either party may request that the underlying issues be submitted to another arbitrator as per the rules of the AAA.

8. The HSO shall have the right to have a CIR attorney during all phases of the disciplinary process, and the right to consult with the CIR representative. A CIR

representative will have the right to participate in all phases of the disciplinary process. The Hospital, in the event that an HSO wishes to be represented by someone not affiliated with CIR (including but not limited to an attorney hired privately by the HSO) shall retain the sole discretion to decide whether said representative may attend or otherwise participate in an IRGC hearing and to reject such representative's attendance at the IRGC hearing.

9. IRGC hearings related to clinical and patient care shall be considered an extension of the Hospital's quality assurance process. The Hospital and CIR agree that protecting patient care information and the integrity of the quality assurance process is of the utmost importance. Accordingly, the parties agree that any information related to patient care that is exchanged during the IRGC process shall be maintained in accordance with HIPAA regulations and State confidentiality laws and exchanged in accordance with the quality assurance protections under the Education Law and Public Health Law. Furthermore, a CIR attorney representing a HSO at the IRGC hearing, must agree to execute a Business Associate Agreement acknowledging that only the minimally necessary patient information shall be released in accordance with the HIPAA and state confidentiality laws and a confidentiality agreement recognizing the quality assurance materials exchanged at the IRGC hearing.

10. Notwithstanding anything to the contrary, if a Governmental, State, or other accrediting or regulatory agency informs the Hospital; or if the Hospital determines through its own credentialing mechanism that there is reasonable doubt concerning the validity of a HSO's credentials, the Hospital reserves the right to immediately reassign and/or remove the HSO with pay or without pay, at the Hospital's sole discretion. The Hospital will notify the HSO of the specific issues or charges involved and shall provide all reasonably relevant and/or non-confidential documentation provided by the Governmental, State, or other accrediting or regulatory agency concerning the alleged credentialing problem, unless prohibited by law or regulation from doing so. Should the matter not be rectified within 30 days to the Hospital's satisfaction, the Hospital may seek suspension or termination of the resident. The resident may appeal such discipline to the IRGC in accordance with paragraph 5 of this Article. This provision shall not bar the Hospital from seeking to discipline a resident prior to the expiration of the 30-day waiting period where it has evidence that the resident has engaged in fraud, or has made misrepresentations, or engaged in any inappropriate behavior with respect to his or her credentials.

Article 21 Clinical Probation and Evaluations

1. Probation for clinical reasons may be imposed by the program director or Chair or Designated Institutional Officer or Chief Medical Officer if a HSO has failed to remediate academic, clinical or professional performance deficiencies under a Performance Improvement Plan ("PIP") and/or receives more than two overall unsatisfactory ratings from different supervising physicians on standard rotation competency evaluations during an academic year. Should a program director decide to place a HSO on probation he or she shall meet with the HSO to discuss the evaluations. The HSO shall have the right to challenge the evaluations and the program director shall take into consideration and follow-up on any issues raised by the HSO before implementing the probation and a remediation plan. Should the program director uphold the decision to implement the probation, he or she shall develop a remediation plan which shall contain an appropriate remediation program, a specified timeframe for the probation period, and specific criteria and goals that the HSO must meet to successfully complete probation. A program director will discuss the remediation plan and potential mentors with the Housestaff Officer for input prior to implementation and will assign a mentor at his/her sole discretion. A Housestaff Officer may request a different mentor than the assigned mentor and such requests will not be unreasonably denied. At the conclusion of the probationary period, the program director shall review the HSO's progress with the HSO and shall decide to either discontinue, continue or modify the probation and remediation plan or take other action including but not limited to termination, non-renewal or extension of contract. The HSO shall receive written notification of the program director's decision.

2. The parties agree that timely evaluation is essential to quality training. A copy of any evaluation will be shown to the Housestaff Officer and placed in his/her file within 30 days after completion of the rotation. A Housestaff Officer's signature on an evaluation form signifies receipt of the document and not necessarily agreement. A Housestaff Officer has the right to attach a written response to the evaluation as covered in Section 2 under Article 17.

Article 22 Individual Contracts

1. Housestaff Officers shall receive individual contracts in accordance with applicable accreditation requirements and this Agreement. In the event the Hospital, for reasons beyond its control, cannot meet its obligations above, it shall immediately notify the individual Housestaff Officer and attempt to make arrangements to provide a satisfactory substitute elective and/or rotation.

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

3. First year Housestaff Officers shall be notified in writing no less than six and one-half ($6\frac{1}{2}$) months prior to the end of their annual contract year if their contract is to be renewed. In each subsequent year, Housestaff Officers shall be so notified at least seven (7) months prior to the expiration of their contract if their contract is to be renewed. Housestaff Officers with contracts for less than twelve (12) months shall be given notice of non-renewal by the first day after the expiration of one-half ($\frac{1}{2}$) of the duration of such contract.

4. Where a Department needs more time to decide whether to renew a specific Housestaff Officer, the Housestaff Officer may be given a "conditional non-renewal" as below. The Housestaff Officer will be notified of such conditional non-renewal, in writing, by the dates specified in Section 3 of this article above. The conditional non-renewal will specify what aspects of the individual Housestaff Officer's abilities must improve in order for his/her services to be renewed. By February 15, a Housestaff Officer who received a conditional non-renewal will be notified, in writing, of whether his/her services will be renewed or non-renewed.

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

6. Recommendations of non-renewal shall be in writing and shall set forth the reasons for such non-renewal except for preliminary residents.

7. Each Housestaff Officer appointed to a training program of the Hospital shall be paid by the Hospital and the terms and conditions of his/her employment shall be governed by this Agreement.

8. Housestaff Officers shall have the right to appeal non-renewals pursuant to the procedures described in Article 20 (Disciplinary Procedure).

Article 23 Prohibition Against Discrimination

The hospital shall not discriminate against any Housestaff Officer on account of actual or perceived race, color, religion, creed, gender, gender identity, gender expression, gender non conformance, sexual orientation, marital or parental status, national origin, citizenship status, age, veteran status, transgender status, or disability.

The Hospital urges the prompt reporting of all incidents or alleged incidents of discrimination, harassment or retaliation, regardless of the offender's identity or

position. Any Housestaff Officer who believes they have experienced such conduct or who have concerns about such matters is strongly encouraged to promptly file their complaints with the Senior Vice President, Human Resources, or his/her designee and/or the Designated Institutional Officer (DIO). Any such complaints are covered by the non-retaliation policy which will be strictly enforced.

Article 24 Employees' Security

1. The Hospital will notify each Housestaff Officer affected and CIR/SEIU:
   a. immediately of a decision to discontinue or reduce the size of any training program for any reasons;
   b. immediately upon receipt from the ACGME, ADA, AOA, or APMA of any notification regarding non-accreditation or probation or similar change in the professional status of any training program.
2. In the event of a termination or reduction in the size of a residency program, the Hospital must either: a) allow residents already in the program to complete their education, where possible; or b) assist the residents in enrolling in an accredited program in which they can continue their education.

Article 25 Representation on Hospital Committees

1. The Hospital shall maintain a Graduate Medical Education Committee that has the responsibility for advising on and monitoring all aspects of Residency education. Housestaff Officers, selected by their peers, shall serve on the Committee.
2. Housestaff Officers, selected by their peers, shall participate in Hospital committees and councils which are relevant to their specialties and education and that relate to patient care review activities. Housestaff officer representatives will be expected to attend such committees and councils. However, in the event their duties preclude such attendance, a previously designated alternate will attend.
3. Housestaff Officers who serve on any Hospital Committee shall be notified of the date, place and time of the committee meeting in advance.
4. Within a reasonable period from the signing of this Agreement, CIR members at Brooklyn Hospital Center will select their committee representatives as mentioned above.

Article 26 Work Schedules

1. The parties recognize the undesirability of excessive work hours for Housestaff Officers inconsistent with optimum patient care and high standards of training and will make every effort to resolve problems in furtherance of these principles. Housestaff work hours shall be consistent with the New York State Department of Health 405 regulations.
2. Wherever possible, changes in a work schedule shall be the subject of reasonable prior notice to the affected Housestaff Officer.
3. A Housestaff Officer in the course of his/her overall schedule shall not be required to be on duty more than an average of every third night in each and every thirty (30) day period.
4. The Hospital 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 Housestaff Officers at work sites outside of Brooklyn Hospital.
5. Moonlighting shall be permitted with the permission of the department chair and Chief Medical Officer and shall be consistent with the above provisions.
6. Housestaff Officers are required to scan in once each day of work upon arrival at the hospital (when scheduled to work onsite at the hospital).

Article 27 Political Action Check-Off

The Hospital agrees that upon written authorization from a Housestaff Officer on a form agreed upon by the Hospital and CIR/SEIU, the Hospital will deduct from the Housestaff Officer's pay funds for CIR's Voluntary Health Care Advocacy (CARE) Fund.

Article 28 Issuance of Certificates

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

Article 29 Malpractice Insurance

1. The Hospital will maintain professional liability insurance either through self-insurance or commercial insurance covering the Hospital and all Housestaff Officers, with total limits of no less than $1,300,000 for each incident and $3,900,000 in the annual aggregate.
2. The Hospital shall indemnify and hold harmless each Housestaff Officer against any and all liabilities, losses, damages, costs, and expenses of whatever kind, including attorney fees, arising from any professional liability claim or lawsuit, which they may incur by reason of negligent acts or omission committed or performed within the scope of their employment, studies, administrative or committee functions or responsibilities.
3. In the event any professional liability lawsuit is commenced against any Housestaff Officer for an act or omission as set forth herein, either individually or jointly with the Hospital, the Hospital shall notify the Housestaff Officer and defend such action at its sole expense and the Housestaff Officer shall cooperate with the Hospital in the defense thereof. The Hospital hereby undertakes to defend any professional liability lawsuit against any Housestaff Officer alleging any act or omission as herein provided and seeking compensatory damages, in whole or in part, in connection therewith, even if all or part of such allegations are groundless, false or fraudulent; and the Hospital shall pay in addition to any such damages which may be claimed against the Housestaff Officer, any reasonable expenses necessarily incurred by the Housestaff Officer in connection with the Housestaff Officer's cooperation with the Hospital in the defense thereof and all costs and interest taxed against the Housestaff Officer.
4. The Hospital shall have the right to adjust, settle, or compromise any claims, suit or judgment with respect to any obligation or liability of any Housestaff Officer covered hereunder and shall indemnify the Housestaff Officer for any obligations resulting from such settlements or judgments.
5. Each Housestaff Officer shall make a good faith effort to notify the Hospital of any summons or other written notice of any claim or lawsuit covered hereunder that is received by the Housestaff Officer within ten (10) calendar days of receipt by the Housestaff Officer.
6. Each Housestaff Officer shall be protected by the coverage hereunder regardless of whether the Housestaff Officer is still employed by the Hospital at the time a professional liability claim or lawsuit is made, filed, or served, provided it is arising from acts or omissions within the scope of and during his/her employment

with the Hospital. However, both the professional liability insurance coverage for the Housestaff Officer and the Hospital's obligations to defend and indemnify the Housestaff Officer set forth above are expressly conditioned upon the Housestaff Officer's full and continuing cooperation in the defense of any professional liability claim or lawsuit.

7. Each Housestaff Officer, while on rotation, shall be protected from professional liability claims and lawsuits by coverage and indemnification comparable to that provided in this Article, including protection from claims reported or lawsuits filed after completion of the Housestaff Officer's assignment to that institution. Such coverage shall be provided by the affiliated institution or by the Hospital, or by some combination thereof. The Hospital shall require the affiliated institution to provide the Hospital with immediate written notice of any cancellation or lapse in professional liability insurance coverage applicable to the Housestaff Officer; and the Hospital shall promptly forward any such notice to CIR/SEIU and the affected Housestaff Officers. Prior to the execution of an affiliation agreement, the Hospital will review the agreement for compliance with this coverage requirement. Upon request, CIR/SEIU or a Housestaff Officer will be provided by the Hospital with the details of the professional liability coverage for Housestaff Officers rotating to an affiliated institution.

8. Upon request, the Hospital shall provide the Housestaff Officer with a copy of the Declarations Page of the professional liability insurance policy in effect, or, in the case of self insurance, an equivalent summary of the coverage provided, together with a copy of this Article and a copy of any available Hospital Risk Management procedures.

9. Upon request, but no more than annually, the Hospital shall provide CIR/SEIU with a copy of the professional liability insurance policy in effect covering Housestaff Officers or, in the case of self insurance, a copy of the Trust Agreement along with any amendments, actuary's report, a statement of the level of funding, and any other documents that might be reasonably associated with the self-insurance trust fund.

10. The Hospital will notify CIR/SEIU, where possible in advance, of any notice of cancellation or lapse in professional liability insurance coverage applicable to Housestaff Officers or, in the case of self insurance, any amendments to the Trust Agreement or change in the level of funding or coverage.

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

12. In the event a department employing Housestaff Officers is outsourced to a new entity, and some or all of the Housestaff Officers continue to be employed at the Hospital, the Hospital shall require, as a condition of the outsourcing agreement, that the new entity expressly assume the obligations of this Article with respect to those Housestaff Officers transferred to the new entity's employment but working at the Hospital. The intent is to continue, without lapse, coverage the same as or substantially equivalent to the coverage contemplated by this Article.
13. If the Hospital and/or the attorney providing a defense to the Hospital perceive a conflict of interest in representing both the Hospital and the Housestaff Officer, the Housestaff Officer shall be informed as soon as is reasonable. In that event, another attorney will be selected for the Housestaff Officer to be paid for by the Hospital. If the Housestaff Officer wishes to select his/her own attorney, then he/she shall be responsible for paying the costs of the attorney.

Article 30 Safety and Security

1. The Hospital will provide a healthy and safe work environment for Housestaff Officers and will comply with city, state and federal health and safety laws. To achieve these goals the residents will be:
   A. Integrated into the Hospital's infection control program. The literature, seminars, and other educational tools prepared by this program, when appropriate for the Housestaff, shall be made available to them. The protocols for blood borne pathogens, developed by the infections control program, shall be given to and followed by the Housestaff.
   B. Personal protection equipment that consists of masks, gloves, gowns, goggles and other appropriate equipment shall be available to and used by each Housestaff Officer as needed.
2. The Hospital shall make every reasonable effort to provide adequate security for all Housestaff Officers and their property at all times and in all areas of work assignments and travel throughout Hospital complexes. Such security shall be provided in but not be limited to: emergency rooms, patient care areas, Hospital parking, on-call rooms, and housing facilities.

Article 31 Management Rights

Except as in this Agreement otherwise provided, the Employer retains the exclusive right to hire, direct and schedule the working force; to plan, direct and to control operations, to discontinue, or reorganize or combine any department or branch of

operations with any consequent reduction or other changes in the working force; to hire and lay off Employees; to promulgate rules and regulations; to introduce new or improved methods or facilities regardless of whether or not the same cause a reduction in the working force and in all respects to carry out, in addition, the ordinary and customary functions of management. None of these rights shall be exercised in a capricious or arbitrary manner.

Article 32 No Strike/No Lockout

1. No employee shall in engage in any strike, sympathy strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Hospital during the term of this Agreement.
2. The CIR, its officers, agents, representatives and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in or sanction any strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott, or other interference with the operations of the Hospital, or ratify, condone or lend support to any such conduct or action.
3. In addition to any other liability, remedy or right provided by applicable law, or statute, should a strike, sit-down, sit-in, slow-down, cessation or stoppage or interruption of work, boycott or other interference with the operations of the Hospital occur, the CIR, within twenty four hours of a request by the Hospital shall:
   a. Publicly disavow such action by the Employees.
   b. Advise the Hospital in writing that such action by Employees has not been called or sanctioned by the CIR.
   c. Notify Employees of its disapproval of such action and instruct such Employees to cease such action and return to work immediately.
   d. Post notices at CIR Bulletin Boards advising that it disapproves of such action, and instructing Employees to return to work immediately.
4. The Hospital agrees that it will not lock out Employees during the term of this Agreement.

Article 33 Resident Patient Care Fund

The hospital will establish a Resident Patient Care Fund for the purchase of needed medical equipment, patient materials, or educational materials that would facilitate the GME program's ability to provide quality patient care.

A budget of $10,000 per year shall be established for the purchase of said equipment for the periods of November 1, 2025–October 31, 2026; November 1, 2026–October 31, 2027; November 1, 2027–October 31, 2028. Purchases shall be paid for and confirmed with the vendor within 90 days of approval. Confirmation will be provided upon request. If delays occur in purchasing of equipment, the issue shall be brought to the Labor-Management Committee for Review after the 90th day.

The elected delegates and/or department representatives of the CIR/SEIU chapter will make up the Resident Patient Care Fund Committee. They will be responsible for making recommendations as to what to purchase. Requests shall be forwarded to the office of the Chief Medical Officer/Designated Institutional Officer for approval. Resident Patient Care Fund requests shall not be unreasonably denied.

Article 34 Successorship

The Employer shall notify CIR/SEIU at least ninety (90) days in advance of any merger, sale or other change of ownership.

Article 35 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 36 Termination and Renewal

This Agreement, dated November 1, 2025 shall be in full force and effect from November 1, 2025 above through and including October 31st, 2028, and shall 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly appointed representatives this day and year above written.

For CIR/SEIU:

Susan Naranjo (Oct 26, 2026 15:25:02 PDT)

Susan Naranjo
Executive Director

For The Brooklyn Hospital Center:

Thomas Foley
Thomas Foley (Oct 27, 2026 16:49:51 EDT)

Thomas Foley
Dir. of Employee & Labor Relations

December 21, 2017

Guy Mennonna
Senior Vice President, Human Resources
The Brooklyn Hospital Center
121 DeKalb Avenue
Brooklyn, NY 11201

Re: New York State Disability Insurance

Dear Mr. Mennonna:

Article III, Section 8 of the CIR/Brooklyn Hospital Center Collective Bargaining Agreement ("Agreement") states that "The Employer shall continue to provide New York State Disability Insurance to its Housestaff Officers." This document, which shall be attached to the Agreement as a side letter, memorializes the following:

1. The Brooklyn Hospital Center has decided, effective January 1, 2018, to discontinue providing base level Short Term Disability coverage to Housestaff through the New York State Insurance Fund and transfer all administrative responsibility to the CIR Voluntary Hospitals House Staff Benefits Plan (CIR VHHSBP).
2. The CIR VHHSBP has contracted with Standard Security Insurance (Standard) for the provision of Short-Term Disability benefits for housestaff.

By signing below, the Brooklyn Hospital Center and CIR agree that the arrangement described above shall satisfy the Hospital's obligation to provide Housestaff Officers in accordance with Article III, Section 8 of the Agreement.

The Brooklyn Hospital Center and CIR also agree that language contained in Article Ill, Section 8 of the Agreement should be amended in the next collective bargaining agreement.[1]

Committee of Interns and Residents	The Brooklyn Hospital Center
Susan Naranjo (Oct 26, 2026 15:25:02 PDT)	Thomas Foley (Oct 27, 2026 16:49:51 EDT)
Susan Naranjo	Thomas Foley

[1]The current Agreement runs through October 31, 2019.

Appendix A Renewal Side Letter of Agreement New York State Disability Insurance

The Brooklyn Hospital Center (TBHC) and the Committee of Interns and Residents/ SEIU (CIR) reaffirm and renew the Side Letter Agreement dated December 21, 2017 concerning New York State Disability Insurance for Housestaff Officers.

TBHC and CIR acknowledge that as per the December 21, 2017 Side Letter, effective January 1, 2018, the Hospital discontinued providing base-level Short-Term Disability coverage to Housestaff through the New York State Insurance Fund and transferred administrative responsibility to the CIR Voluntary Hospitals House Staff Benefits Plan (CIR VHHSBP), which contracted with Standard Security Insurance for the provision of Short-Term Disability benefits.

TBHC and CIR reaffirm that the arrangement described in the December 21, 2017 Side Letter satisfies the Hospital's obligation under Article III, Section 8 of the Collective Bargaining Agreement.

TBHC and CIR further acknowledge that the language of Article III, Section 8 has not been amended as contemplated by the December 21, 2017 Side Letter. The parties agree that such language will be amended in the next successor collective bargaining agreement to reflect the arrangement described in the Side Letter.

This Renewal of Side Letter Agreement will remain in full force and effect through the term of the current Collective Bargaining Agreement, which expires October 31, 2028.

All other terms and conditions of the December 21, 2017 Side Letter Agreement remain unchanged.

For CIR/SEIU:

Susan Naranjo (Oct 26, 2026 15:25:02 PDT)

Susan Naranjo

For The Brooklyn Hospital Center:

Thomas Foley

Thomas Foley (Oct 27, 2026 16:49:51 EDT)

Thomas Foley

Appendix B Side Letter of Agreement Immigration Protection and Visa Status

This side letter of agreement modifies the Collective Bargaining Agreement (CBA) dated November 1, 2025 – October 31, 2028 between The Brooklyn Hospital Center (TBHC) and Committee of Interns and Residents/Service Employees International Union (CIR/SEIU). Except as modified below, the CBA remains in full force and effect.

TBHC and CIR/SEIU recognize that certain Housestaff Officers may require visa sponsorship or other employment authorization in connection with their employment. TBHC will comply with all applicable federal and state immigration laws and regulations. TBHC retains sole discretion regarding decisions to sponsor or continue to sponsor Housestaff Officers with nonimmigrant and/or immigrant visa processing. Employment and continued employment remain contingent upon the Housestaff Officer maintaining lawful authorization to work in the United States and satisfying all onboarding, credentialing, licensure, and regulatory requirements. Nothing in this side letter will be construed to restrict TBHC from taking legally required action.

TBHC will comply with applicable law regarding governmental requests for access to non-public areas and records of TBHC (including employee information) and will respond to such in its sole discretion. Nothing in this side letter will limit TBHC's obligations to cooperate with lawful governmental investigations, subpoenas, warrants, court orders, executive orders, regulatory requirements or related provisions.

In the event a Housestaff Officer experiences a delay in visa or other immigration processing through no fault of the Housestaff Officer, TBHC, at its sole discretion, will make reasonable efforts to work with the Housestaff Officer on a case by case basis to address the delay, so long as such is consistent with applicable federal and state law and requirements, including the authorization to work in the US and the operational needs of the Hospital, all of which will not establish a past practice or set precedent for any matter. To the extent allowed, TBHC will notify CIR within a reasonable timeframe as practical after it becomes aware that a Housestaff Officer's work authorization has expired. Nothing in this paragraph requires TBHC to hold a position open for any specific period or continue employment where the Housestaff Officer is not lawfully authorized to work in the United States.

TBHC maintains Hospital-wide policies and procedures governing governmental requests for access to non-public areas and records of TBHC (including employee information) and provides applicable training to all employees, including Housestaff Officers. Housestaff Officers are expected to remain focused on patient care unless otherwise required by applicable law or necessary to address clinical matters relating

to a patient and are not expected to independently respond to or engage with ICE while performing their duties, unless requested by Hospital senior management. Any Housestaff Officer approached by an individual identifying themselves as an ICE agent shall follow TBHC's applicable policies and procedures, including promptly referring the matter to Hospital Security and/or appropriate Hospital leadership. Unless otherwise required by applicable law or at the request of the Hospital senior management, Housestaff Officers will not be required to inquire into, track, or document a patient's immigration status. Nothing in this Side Letter will require a Housestaff Officer to refrain from documenting clinically relevant or otherwise required information in the medical record. Nothing in this Side Letter limits TBHC's ability to modify its policies and procedures.

Nothing in this side letter will be construed to require the Hospital to hold positions open for any specific duration, create additional positions, continue compensation or benefits for Housestaff Officers not authorized to work or to violate federal and state immigration law and regulations.

This side letter is fully incorporated into the Collective Bargaining Agreement (CBA), and will govern in the event of any conflict between then applicable CBA and this Side Letter. Any dispute concerning compliance with this side letter will be subject to the grievance process. However, the arbitrator's authority will be strictly limited to whether the hospital complied with the applicable provisions of this side letter. The arbitrator will have no authority to overturn or modify any hospital decision including decisions regarding immigration , visa sponsorship , work authorization or employment or to order the hospital to take any action or award any monetary or other relief. Nothing in this paragraph will delay or prevent the hospital from taking any action required by law. This side letter will sunset at the expiration of the CBA unless otherwise mutually agreed by TBHC and CIR/SEIU.

For CIR/SEIU:

Susan Naranjo (Oct 26, 2026 15:25:02 PDT)

Susan Naranjo

For The Brooklyn Hospital Center:

Thomas Foley

Thomas Foley (Oct 27, 2026 16:49:51 EDT)

Thomas Foley