

**CIR MEMORANDUM OF AGREEMENT**

**MEMORANDUM OF AGREEMENT** (the 'Agreement') entered into this 13<sup>th</sup> day of December 2019 by and between the City of New York and the NYC Health + Hospitals (the 'Employer') and the Committee of Interns and Residents (the 'Union') modifying the collective bargaining agreement between the Employer and the Union that expired on February 25, 2018, as set forth more particularly below.

**IN WITNESS THEREOF NOW, THEREFORE, it is mutually agreed as follows:**

**1. Term of Agreement**

The CIR unit agreement that expired February 25, 2018 shall be replaced by a successor agreement that shall continue all terms and conditions except as modified or amended below. The term of the successor agreements covering employees represented by the Union in the bargaining unit ("Employees") shall be from February 26, 2018 through December 15, 2021.

**2. General Wage Increases**

	<u>Effective Date</u>	<u>General Wage Increase</u>
i.	February 26, 2018 <sup>1</sup>	2.00%
ii.	February 26, 2019 <sup>2</sup>	2.25% compounded
iii.	March 26, 2020	3.00% compounded

**3. Additions to Gross**

- i. The general wage increase provided for in Section 2(i) (ii) and (iii), shall not be applied to "additions to gross." "Additions to gross" shall be defined to include uniform allowances, equipment allowances, transportation allowances, uniform maintenance allowances, assignment differentials, service increments, longevity differentials, advancement increases, assignment (level) increases, and experience, certification, educational, license, evening, or night shift differentials.

**4. Retroactive Lump Sum Payment**

- i. In lieu of making any retroactive general wage increase payments to current and former CIR members for any period prior to March 26, 2020, the parties have instead agreed to create a retroactive cash lump sum payment pool of

<sup>1</sup> See section 4 entitled "Retroactive Lump Sum Payment"

<sup>2</sup> See section 4 entitled "Retroactive Lump Sum Payment"

**\$11,820,716.** The parties further agree that this retroactive cash lump sum amount shall be used as follows:

- a. Effective March 26, 2020, a one-time lump sum payment of one-thousand five hundred (\$1,500) dollars will be paid to each Resident hired on or about July 1, 2019 as part of the 2019 New Resident class. The parties estimate this number to be approximately 923 Residents.
  - b. Effective March 26, 2020, a one-time lump sum payment of four-thousand (\$4,000) dollars will be paid to each remaining active Resident who was not part of the 2019 New Resident class. The parties estimate this number to be approximately 1,380 Residents.
  - c. Effective March 26, 2020, NYC H+H shall pay a one-million (\$1,000,000) dollar lump sum cash payment into the CIR Childcare Fund.
  - d. Effective March 26, 2020, CIR shall have fifty-thousand (\$50,000) dollars available to be spent in a manner mutually agreeable to parties, in support of the activities of the Well-being Committee set forth in Paragraph 12 of this MOA. The parties will meet before March 26, 2020 in order to mutually agree how the funding will be made available to CIR.
  - e. Effective March 26, 2020, CIR shall have one-hundred fifty thousand (\$150,000) dollars available to be spent in a manner mutually agreeable to the parties, in support of the House Staff Appreciation Days as set forth in Paragraph 15 of this MOA. The parties will meet before March 26, 2020 in order to mutually agree how the funding will be made available to CIR.
  - f. Effective March 26, 2020, the remaining cash amount of \$3,716,216, shall be available to be spent as set forth in Paragraph 10, entitled "Holiday Pay Pilot", and the applicable side-letter attached to this MOA.
- ii. All lump sum payments to individual HSO's will be subject to all legally required deductions and withholdings.
  - iii. The prospective general wage increases pursuant to Section 2(i) (ii) and (iii) of this MOA shall all be effective on March 26, 2020 and shall be payable as soon as practical after the effective date of such increase.

**5. Health Savings and Welfare Fund Contributions**

The May 5, 2014 and June 28, 2018 Letter Agreements regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, will be attached as Appendices "A" and "B" and are deemed to be part of this MOA.

6. **Paid Family Leave**

Pursuant to the side-letter attached as Appendix "C", the parties agree to work together to "opt-in" to the New York State Paid Family Leave program as soon as practicable following the ratification of this MOA and agree to take the necessary steps to implement.

7. **Direct Deposit**

Effective the day after this agreement is ratified, the Employer may require that all newly hired employees be paid exclusively through direct deposit or electronic funds transfer. For employees on direct deposit, the employer may provide pay stubs electronically except where the employee has requested in writing to receive a printed pay stub.

Further, the parties shall work together regarding incumbent employees' enrollment in direct deposit, with the objective of 100% of employees being paid electronically.

8. **Meal Payment**

Effective December 26, 2019 the annual meal payment as set forth in Article XXI section 15 of the collective bargaining agreement shall be increased by six hundred dollars (\$600) per year for a new total annual amount of three-thousand five hundred dollars (\$3,500) per year. All payments made under the terms of this agreement shall be subject to the applicable payroll withholding tax and other legally required deductions.

9. **Child Care Fund**

Effective December 26, 2019, the Child Care Fund contribution as set forth in Article IX section 1 of the collective bargaining agreement shall increase by an additional 0.354% of the gross annual payroll, for a new total contribution amount of 0.874% of the gross annual payroll.

10. **Holiday Pay Pilot**

The parties agree to include a side-letter to the collective bargaining agreement regarding the creation of a Holiday Pay Pilot Program, which is attached as Appendix "D" of this MOA.

**11. On-Call Coverage Pool**

The parties agree that, effective March 26, 2020, Article VII section (d) of the collective bargaining agreement entitled "Work Schedules" shall be amended as follows:

"d. The payments provided in subsections 4(a) and 4(b) shall be made for all additional on-calls performed as coverages for a House Staff Officer absent due to illness or disability or personal/well-being day, ~~provided the HSO is absent for both the on-call day and the day immediately preceding or following the on-call day.~~ An absent House Staff Officer shall not be required to make up on-call duty that the HSO would otherwise have worked during the said illness or disability. Coverage for single absences due to illness or disability shall not be paid where it is practical to require the absent House Staff Officer to serve on-call in the same rotation in place of the House Staff Officer who provided coverage. Payment for additional on-call duty performed because of the absence of a HSO due to bereavement leave shall be permitted."

**12. Resident Well-being**

The parties agree that a new Article will be added to the collective bargaining agreement entitled Resident Well-being and shall contain the following language:

**"ARTICLE : Resident Well-being**

**Section 1. Well-being Committee**

The parties shall create a joint H+H, Union and Resident "Well-being Committee" made up of an equal number of H+H and Union/Residents, as determined by the H+H Chief Medical Officer and CIR. The Well-being Committee may be a Sub-committee of an existing Committee or a newly formed Committee. The Well-being Committee shall meet quarterly, with the first meeting taking place within ninety (90) calendar days of the ratification of this MOA. CIR will have \$50,000 available to be spent in a mutually agreeable manner as set forth in Paragraph 4(i)(d) of this MOA to help support the activities of the Well-being Committee. The Well-being Committee shall serve as an advisory body on Resident Well-being policies, initiatives, burnout prevention, and compliance with ACGME standards for Well-being as set forth in their Common Program Requirements (See Section VI.C, effective July 1, 2019).

**Section 2. Personal/Well-being Leave Days**

The parties agree that upon ratification of this MOA or January 1, 2020, whichever is later, Residents shall be eligible to use up to two (2) sick-leave days per year as "Personal/Well-being" days.

Unused Personal/Well-being days shall not be carried over from year to year and shall be scheduled, with the approval of the Program Director, at least thirty (30) days in advance, unless the Program Director/Department and Resident come to a mutually agreeable alternative arrangement. Well-being days can be taken in full or one-half day increments.

Nothing contained above shall prevent a Facility/Program, in their unilateral discretion, from allowing Residents to use additional sick leave days as Well-being days, if operationally feasible.

**13. Labor Management Meeting**

The parties agree to continue to discuss ongoing issues such as cell phones for Residents, EPIC related technology issues, voluntary elective rotations, travel reimbursement for mandatory rotations and facility support for Resident academic research.

**14. Remediation/Probation**

The parties agree to amend Article XVII of the collective bargaining agreement entitled "Disciplinary Action" by adding a new section 8 entitled "Remediation" and section 9 entitled "Probation", which is attached as Appendix "E" to this MOA.

**15. House Staff Appreciation Day**

The parties agree that Article XXI of the collective bargaining agreement will be amended to include a new section 19 entitled "House Staff Appreciation Day" and which shall read:

"During the term of this contract, NYC H+H, in collaboration with CIR, agrees to hold an annual System-wide House Staff Appreciation Day. Housestaff appreciation activities will highlight the contributions of housestaff members to the healthcare system in New York City, serve as a vehicle through which the issue of resident Well-being is brought to the forefront and addressed, and boost resident morale. The event shall include recognition of housestaff members for outstanding contributions and achievement, including in the areas of research,

community engagement, academic and other accomplishments as may be determined by a working group comprising H+H and CIR representatives.

H+H will support the holding of House Staff Appreciation Days and CIR will have a total of \$150,000 available to be spent in a mutually agreeable manner as set forth in Paragraph 4 (l)(e) of this MOA to support the activities of the House Staff Appreciation Days.”

16. **Protected Academic Time**

The parties agree to include a side-letter to the collective bargaining agreement regarding Protected Academic Time, which is attached as Appendix “F” to this MOA.

17. **Orientations/House Staff Information**

The parties agree that Article XXI sections 10 and 11, entitled “Orientations” and “House Staff Information” will be deleted and replaced with new sections 10 and 11, which are attached as Appendix “G” to this MOA.

18. **Union Dues**

The parties agree that Article II of the collective bargaining agreement entitled “Committee Security, Dues and PAC Checkoff” will be deleted and replaced with a new Article II, which is attached as Appendix “H” to this MOA.

19. **Prohibition of Further Economic Demands**

No party to this Agreement shall make additional economic demands during the term of this MOA.

20. **Continuation of Terms**

The terms of the predecessor separate unit agreement shall be continued except as modified pursuant to this MOA.


21. **Approval of Agreement**

This Agreement is subject to union ratification.

WHEREFORE, we have hereunto set our hands and seals this 13<sup>th</sup> day of December, 2019.

CIR  
By:   
Earl Mathurin  
Associate Director

City of New York  
By:  (Mc for RC)  
Renee Campion  
Commissioner  
Office of Labor Relations

New York City Health + Hospitals  
By:   
Andrea G. Cohen  
Senior Vice-President and General Counsel

**ATTACHMENTS:**

**Appendix A: May 5, 2014 Health Benefits Letter**  
**Appendix B: June 28, 2018 Health Benefits Letter**  
**Appendix C: Paid Family Leave side-letter**  
**Appendix D: Holiday Pay Pilot Program**  
**Appendix E: Remediation/Probation**  
**Appendix F: Protected Academic Time**  
**Appendix G: Orientations/House Staff Information**  
**Appendix H: Committee Security, Dues and PAC Checkoff**



Appendix A



THE CITY OF NEW YORK  
**OFFICE OF LABOR RELATIONS**  
40 Rector Street, New York, NY 10006-1705  
<http://nyc.gov/olr>

ROBERT W. LINN  
Commissioner

May 5, 2014

Harry Nespoli  
Chair, Municipal Labor Committee  
125 Barclay Street  
New York, NY 10007

Dear Mr. Nespoli:

This is to confirm the parties' mutual understanding concerning the following issues:

1. Unless otherwise agreed to by the parties, the Welfare Fund contribution will remain constant for the length of the successor unit agreements, including the \$65 funded from the Stabilization Fund pursuant to the 2005 Health Benefits Agreement between the City of New York and the Municipal Labor Committee.
2. Effective July 1, 2014, the Stabilization Fund shall convey \$1 Billion to the City of New York to be used to support wage increases and other economic items for the current round of collective bargaining (for the period up to and including fiscal year 2018). Up to an additional total amount of \$150 million will be available over the four year period from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties. Thereafter, \$ 60 million per year will be available from the Stabilization Fund for the welfare funds, the allocation of which shall be determined by the parties.
3. If the parties decide to engage in a centralized purchase of Prescription Drugs, and savings and efficiencies are identified therefrom, there shall not be any reduction in welfare fund contributions.
4. There shall be a joint committee formed that will engage in a process to select an independent healthcare actuary, and any other mutually agreed upon additional outside expertise, to develop an accounting system to measure and calculate savings.

5. The MLC agrees to generate cumulative healthcare savings of \$3.4 billion over the course of Fiscal Years 2015 through 2018, said savings to be exclusive of the monies referenced in Paragraph 2 above and generated in the individual fiscal years as follows: (i) \$400 million in Fiscal Year 2015; (ii) \$700 million in Fiscal Year 2016; (iii) \$1 billion in Fiscal Year 2017; (iv) \$1.3 billion in Fiscal Year 2018; and (v) for every fiscal year thereafter, the savings on a citywide basis in health care costs shall continue on a recurring basis. At the conclusion of Fiscal Year 2018, the parties shall calculate the savings realized during the prior four-year period. In the event that the MLC has generated more than \$3.4 billion in cumulative healthcare savings during the four-year period, as determined by the jointly selected healthcare actuary, up to the first \$365 million of such additional savings shall be credited proportionately to each union as a one-time lump sum pensionable bonus payment for its members. Should the union desire to use these funds for other purposes, the parties shall negotiate in good faith to attempt to agree on an appropriate alternative use. Any additional savings generated for the four-year period beyond the first \$365 million will be shared equally with the City and the MLC for the same purposes and subject to the same procedure as the first \$365 million. Additional savings beyond \$1.3 billion in FY 2018 that carry over into FY 2019 shall be subject to negotiations between the parties.

6. The following initiatives are among those that the MLC and the City could consider in their joint efforts to meet the aforementioned annual and four-year cumulative savings figures: minimum premium, self-insurance, dependent eligibility verification audits, the capping of the HIP HMO rate, the capping of the Senior Care rate, the equalization formula, marketing plans, Medicare Advantage, and the more effective delivery of health care.

#### 7. Dispute Resolution

- a. In the event of any dispute under this agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Arbitrator Martin F. Scheinman for resolution.
- b. Such dispute shall be resolved within 90 days.
- c. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- d. The arbitrator shall have the authority to meet with the parties at such times as the arbitrator determines is appropriate to enforce the terms of this agreement.
- e. If the parties are unable to agree on the independent health care actuary described above, the arbitrator shall select the impartial health care actuary to be retained by the parties.
- f. The parties shall share the costs for the arbitrator and the actuary the arbitrator selects.

If the above accords with your understanding and agreement, kindly execute the signature line provided.

Sincerely,



Robert W. Linn  
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY:   
Harry Nespoli, Chair

Appendix B



**OFFICE OF LABOR RELATIONS**

40 Rector Street, New York, N.Y. 10006-1705  
olr.gov/olr

**ROBERT W. LINN**  
Commissioner  
**RENEE CAMPION**  
First Deputy Commissioner  
**CLAIRE LEVITT**  
Deputy Commissioner  
Health Care Cost Management

**MAYRA E. BELL**  
General Counsel  
**GEORGETTE GESTELY**  
Director, Employee Benefits Program

June 28, 2018

Harry Nespoli, Chair  
Municipal Labor Committee  
125 Barclay Street  
New York, New York

Dear Mr. Nespoli:

1. This is to confirm the parties' mutual understanding concerning the health care agreement for Fiscal Years 2019 – 2021:
  - a. The MLC agrees to generate cumulative healthcare savings of \$1.1 billion over the course of New York City Fiscal Years 2019 through 2021. Said savings shall be generated as follows:
    - i. \$200 million in Fiscal Year 2019;
    - ii. \$300 million in Fiscal Year 2020;
    - iii. \$600 million in Fiscal Year 2021, and
    - iv. For every fiscal year thereafter, the \$600 million per year savings on a citywide basis in healthcare costs shall continue on a recurring basis.
  - b. Savings will be measured against the projected FY 2019-FY 2022 City Financial Plan (adopted on June 15, 2018) which incorporates projected City health care cost increases of 7% in Fiscal Year ("FY") 2019, 6.5% in FY 2020 and 6% in FY 2021. Non-recurring savings may be transferrable within the years FY 2019 through FY 2021 pursuant only to 1(a)(i), 1(a)(ii), 1(a)(iii) above. For example:
    - i. \$205 million in FY 2019 and \$295 million in FY 2020 will qualify for those years' savings targets under 1(a)(i) and 1(a)(ii).
    - ii. \$210 million in FY 2019, \$310 million in FY 2020, and \$580 million in FY 2021 will qualify for those years' savings targets under 1(a)(i), 1(a)(ii), 1(a)(iii).
    - iii. In any event, the \$600 million pursuant to 1(a)(iv) must be recurring and agreed to by the parties within FY 2021, and may not be borrowed from other years.

- c. Savings attributable to CBP programs will continue to be transferred to the City by offsetting the savings amounts documented by Empire Blue Cross and GHI against the equalization payments from the City to the Stabilization Fund for FY 19, FY 20 and FY 21, unless otherwise agreed to by the City and the MLC. In order for this offset to expire, any savings achieved in this manner must be replaced in order to meet the recurring obligation under 1(a)(iv) above.
        - d. The parties agree that any savings within the period of FY 2015 - 2018 over \$3.4 billion arising from the 2014 City/MLC Health Agreement will be counted towards the FY 2019 goal. This is currently estimated at approximately \$131 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries.
        - e. The parties agree that recurring savings over \$1.3 billion for FY 2018 arising under the 2014 City/MLC Health Agreement will be counted toward the goal for Fiscal Years 2019, 2020, 2021 and for purposes of the recurring obligation under 1(a)(iv) above. This is currently estimated at approximately \$40 million but will not be finalized until the full year of FY 2018 data is transmitted and analyzed by the City's and the MLC's actuaries. Once the amount is finalized, that amount shall be applied to Fiscal Years 2019, 2020, 2021 and to the obligation under 1(a)(iv).
2. After the conclusion of Fiscal Year 2021, the parties shall calculate the savings realized during the 3 year period. In the event that the MLC has generated more than \$600 million in recurring healthcare savings, as agreed upon by the City's and the MLC's actuaries, such additional savings shall be utilized as follows:
  - a. The first \$68 million will be used by the City to make a \$100 per member per year increase to welfare funds (actives and retirees) effective July 1, 2021. If a savings amount over \$600 million but less than \$668 million is achieved, the \$100 per member per year (actives and retirees) increase will be prorated.
  - b. Any savings thereafter shall be split equally between the City and the MLC and applied in a manner agreed to by the parties.
3. Beginning January 1, 2019, and continuing unless and until the parties agree otherwise, the parties shall authorize the quarterly provision of the following data to the City's and MLC's actuaries on an ongoing quarterly basis: (1) detailed claim-level health data from Emblem Health and Empire Blue Cross including detailed claim-level data for City employees covered under the GHI-CBP programs (including Senior Care and Behavioral Health information); and (2) utilization data under the HIP-HMO plan. Such data shall be provided within 60 days of the end of each quarterly period. The HIP-HMO utilization data will also be provided to the City's and MLC's actuaries within 60 days of the execution of this letter agreement for City Fiscal Year 2018 as baseline information to assess ongoing savings. The HIP-HMO data shall include: (i) utilization by procedure for site of service benefit changes; (ii) utilization by disease state, by procedure (for purposes of assessing Centers of Excellence); and (iii) member engagement data for the Wellness program, including stratifying members by three tranches (level I, II and III). The data shall include baseline data as well as data regarding the assumptions utilized in determining expected savings for comparison. The data described in this paragraph shall be provided pursuant to a data sharing agreement entered into by the City and MLC, akin to prior data agreements, which shall provide for the protection of member privacy and related concerns, shall cover all periods addressed by this Agreement (i.e., through June 30, 2021 and thereafter), and shall be executed within thirty days of the execution of this letter agreement.

4. The parties agree that the Welfare Funds will receive two \$100 per member one-time lump-sum payments (actives and retirees) funded by the Joint Stabilization Fund payable effective July 1, 2018 and July 1, 2019.
5. The parties recognize that despite extraordinary savings to health costs accomplished in the last round of negotiations through their efforts and the innovation of the MLC, and the further savings which shall be implemented as a result of this agreement, that the longer term sustainability of health care for workers and their families, requires further study, savings and efficiencies in the method of health care delivery. To that end, the parties will within 90 days establish a Tripartite Health Insurance Policy Committee of MLC and City members, chaired by one member each appointed by the MLC and the City, and Martin F. Scheinman, Esq. The Committee shall study the issues using appropriate data and recommend for implementation as soon as practicable during the term of this Agreement but no later than June 30, 2020, modifications to the way in which health care is currently provided or funded. Among the topics the Committee shall discuss:
  - a. Self-insurance and/or minimum premium arrangements for the HIP HMO plan.
  - b. Medicare Advantage- adoption of a Medicare Advantage benchmark plan for retirees
  - c. Consolidated Drug Purchasing- welfare funds, PICA and health plan prescription costs pooling their buying power and resources to purchase prescription drugs.
  - d. Comparability- investigation of other unionized settings regarding their methodology for delivering health benefits including the prospect of coordination/cooperation to increase purchasing power and to decrease administrative expenses.
  - e. Audits and Coordination of Benefits- audit insurers for claims and financial accuracy, coordination of benefits, pre-65 disabled Medicare utilization, End Stage Renal Disease, PICA, and Payroll Audit of Part Time Employees.
  - f. Other areas- Centers of Excellence for specific conditions; Hospital and provider tiering; Precertification Fees; Amendment of Medicare Part B reimbursement; Reduction of cost for Pre-Medicare retirees who have access to other coverage; Changes to the Senior Care rate; Changes to the equalization formula.
  - g. Potential RFPs for all medical and hospital benefits.
  - h. Status of the Stabilization Fund.

The Committee will make recommendations to be considered by the MLC and the City.

6. The joint committee shall be known as the Tripartite Health Insurance Policy Committee (THIPC) and shall be independent of the existing "Technical Committee." The "Technical Committee" will continue its work and will work in conjunction with the THIPC as designated above to address areas of health benefit changes. The Technical Committee will continue to be supported by separate actuaries for the City and the MLC. The City and the MLC will each be responsible for the costs of its actuary.
7. In the event of any dispute under sections 1-4 of this Agreement, the parties shall meet and confer in an attempt to resolve the dispute. If the parties cannot resolve the dispute, such dispute shall be referred to Martin Scheinman for resolution consistent with the dispute resolution terms of the 2014 City/MLC Health Agreement:
  - a. Such dispute shall be resolved within 90 days.

- b. The arbitrator shall have the authority to impose interim relief that is consistent with the parties' intent.
- c. The arbitrator shall have the authority to meet with the parties as such times as is appropriate to enforce the terms of this agreement.
- d. The parties shall share the costs for the arbitrator (including Committee meetings).

If the above conforms to your understanding, please countersign below.

Sincerely,  
  
Robert W. Linn

Agreed and Accepted on behalf of the Municipal Labor Committee

BY:   
Harry Nespoli, Chair

Appendix C



## Office of Labor Relations

22 Corlandt Street, New York, NY 10007  
nyc.gov/blr

Renee Campion  
Commissioner  
Steven H. Barits  
First Deputy Commissioner  
General Counsel

Claire Levitt  
Deputy Commissioner  
Health Care Cost Management  
Georgetta Gastaly  
Director, Employee Benefits Program

Earl Mathurin  
Associate Director  
Committee of Interns and Residents  
10-27 46th Avenue, Suite 300-2  
Long Island City, NY 11101

Re: Paid Family Leave

Dear Mr. Mathurin:

This is to confirm the understanding and agreement of the parties concerning paid family leave for employees represented by the Committee of Interns and Residents and covered under the City of New York/Health + Hospitals/CIR collective bargaining agreement.


The parties agree to "opt in" to the New York State Paid Family Leave Program, as implemented by the City of New York, as soon as practicable and agree to take the necessary steps to implement, subject to ratification by the membership.

If the above accords with your understanding, kindly execute the signature line provided below.

Very truly yours,

  
Renee Campion  
Commissioner

AGREED AND ACCEPTED ON BEHALF OF CIR

  
Earl Mathurin  
Associate Director





# Office of Labor Relations

22 Cortlandt Street, New York, NY 10007  
nyc.gov/olr

**Renee Campion**  
*Commissioner*  
**Steven H. Banks**  
*First Deputy Commissioner*  
*General Counsel*

**Claire Levitt**  
*Deputy Commissioner*  
*Health Care Cost Management*  
**Georgette Gestaly**  
*Director, Employee Benefits Program*

## APPENDIX D

**Earl Mathurin**  
**Associate Director**  
**Committee of Interns and Residents**  
**10-27 46<sup>th</sup> Avenue, Suite 300-2**  
**Long Island City, NY 11101**

**Re: Holiday Pay Pilot Program**

**Dear Mr. Mathurin,**

This is to confirm the understanding of the parties that effective March 26, 2020 the remaining \$3,716,216 lump sum retroactive cash amount set forth in Article 4 (i)(f) of the 2018-2021 MOA will be available for the creation of a Holiday Pay Pilot Program for Residents.

Under the Pilot Program, effective March 26, 2020, Residents will be eligible to receive a lump sum cash payment of two-hundred (\$200) dollars per shift, if they are scheduled and work 50% or more of their shift on any of the holidays listed below:

**NEW YEARS DAY**  
**MARTIN LUTHER KING JR, DAY**  
**WASHINGTON'S BIRTHDAY**  
**MEMORIAL DAY**  
**INDEPENDENCE DAY**  
**LABOR DAY**  
**THANKSGIVING DAY**  
**CHRISTMAS DAY**

This \$200/shift payment shall be in addition to the Resident's regular salary and shall be subject to all legally required deductions and withholdings.

This Pilot Program shall expire on December 15, 2021 or when the total \$3,716,216 in funding has been expended, whichever is earlier.

NYC H+H and/or the City of New York shall in no way be liable for any payments beyond the \$3,716,216 lump sum cash amount. Any balance that may be remaining as of December 15, 2021, shall be spent in a mutually agreeable manner, as to be determined by the parties.

Compensation for working a holiday, as defined in this Article, shall be provided to the HSO as soon as practicable after the holiday.

NYC H+H shall provide the Committee with quarterly reports at each facility, identifying each HSO receiving a holiday payment by name, department and Employee ID number. The report shall name the HSO who worked on such holiday and the date(s) worked and the amount(s) paid.

The parties acknowledge that CIR may raise the demand to continue the Holiday Pay Pilot Program in the next round of contract negotiations.

If the above accords with your understanding, kindly execute the signature line provided below.

Very truly yours,

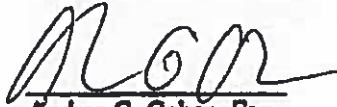
  
Renee Camplon   
Commissioner

AGREED AND ACCEPTED ON BEHALF OF CIR

  
Earl Mathurin  
Associate Director

12/12/19  
Date

AGREED AND ACCEPTED ON BEHALF OF H+H

  
Andrea G. Cohen, Esq.  
Sr. AVP/General Council

12/13/19  
Date

## **APPENDIX E**

### **ARTICLE XVII DISCIPLINARY ACTION**

#### **Section 8. Remediation**

If, in the discretion of the Facility Chief Medical Officer, the HSO's chief of service, or program director, it is decided that an HSO should be placed on a remediation plan, the department will inform the HSO in a timely manner that his/her performance is considered to be substandard and will indicate what the specific aspects of the HSO's performance need improvement. Any formal remediation plan should be in writing and include a reasonable timeframe as determined by the Program Director and or Chief of Service with specific goals for improvement and a specific plan to achieve these goals. The HSO shall be given a copy of the remediation plan and have the opportunity to discuss the plan with program Director. The HSO will be allowed to file, in writing, a rebuttal/ response to the evaluation of substandard performance as part of their personnel file, but will not impact the decision for remediation. The HSO may also be assigned a mentor (attending physician) from within the program to facilitate adherence and successful fulfillment of the remediation plan. The Remediation Plan should serve as an educational tool to assist the HSO in meeting the required performance standards. HSO's should be offered the opportunity to have CIR representation in meetings with the employer to discuss their remediation plan.

#### **Section 9. Probation**

If an HSO is placed on probation (Probation defined as a process that places the HSO into a "trial period" to evaluate performance and provide necessary, outlined, performance improvements) for any reason, that action must be in writing and include: a summary of the reasons for the action, the area(s) of performance to be improved, a summary of the criteria for judging adequate improvement, and the date upon which the probation will be reviewed. Probation cannot be imposed until the HSO has received notice either in person or to his/her email address. The HSO shall be given a copy of the probation and have the opportunity to discuss the plan with program Director. HSO will have the ability to submit a written rebuttal, but that will not change probationary status. HSO should be made aware that he/she has right to CIR representation in all Probationary meetings. The Employer is not required to place HSO's on a remediation plan and/or probation to pursue disciplinary charges and reserves its rights to proceed directly to discipline in situations where it deems appropriate.



# Office of Labor Relations

22 Cortlandt Street, New York, NY 10007  
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**Renee Campion**  
Commissioner  
**Steven H. Banks**  
First Deputy Commissioner  
General Counsel

**Claire Levitt**  
Deputy Commissioner  
Health Care Cost Management  
**Georgetta Gately**  
Director, Employee Benefits Program

## APPENDIX F

**Earl Mathurin**  
Associate Director  
Committee of Interns and Residents  
10-27 46<sup>th</sup> Avenue, Suite 300-2  
Long Island City, NY 11101

Re: Protected Academic Time

Dear Mr. Mathurin,

This is to confirm the understanding of the parties that, to the extent feasible, Resident Program Directors, and other relevant parties, should make best efforts to provide Residents with protected academic time in accordance with the Accreditation Council for Graduate Medical Education (ACGME) requirements. If extenuating circumstances continue to arise in a facility on a regular basis which make providing protected time impossible, the facility will meet with CIR and the Residents to discuss how these circumstances may be avoided in the future.

If the above accords with your understanding, kindly execute the signature line provided below.

Very truly yours,


  
Renee Campion  
Commissioner

**AGREED AND ACCEPTED ON BEHALF OF CIR**

  
Earl Mathurin  
Associate Director

12/12/19  
Date

**AGREED AND ACCEPTED ON BEHALF OF H+H**

  
Andrea G. Cohen, Esq.  
Sr. AVP/General Council

12/13/19  
Date

## **APPENDIX G**

### **ARTICLE XXI MISCELLANEOUS**

#### **Section 10. Orientations**

When orientation kits are supplied to new House Staff, the CIR shall be permitted to have included in the kits CIR literature, provided such literature is first approved for such purpose by NYC H+H's Office of Labor Relations.

The Vice-President responsible for Human Resources will issue a memorandum to NYC H+H facilities requesting that they provide the CIR notice of the scheduling of orientation sessions for new House Staff scheduled to start on or about July 1<sup>st</sup> at least thirty (30) days prior to the sessions and the CIR be provided at least sixty (60) minutes to meet with the new House Staff during the orientations. This is to enable the CIR to disseminate the information concerning the CIR and its benefits to the new House Staff.

Nothing contained above shall prevent a Facility, in their unilateral discretion, from allowing CIR more than sixty (60) minutes to meet with new House Staff during orientations, if operationally feasible.

#### **Section 11. House Staff Information**

- a. The NYC H+H shall provide, whether centrally or at the hospital level, the home addresses of House Staff Officers as soon after the NYCH H+H or the facility obtains them as is feasible. It is understood that this provision imposes no obligation on the NYC H+H to acquire this information.
- b. The NYC H+H shall furnish to the CIR, once a year by June 1<sup>st</sup>, a preliminary listing of the new July 1<sup>st</sup> Resident class. A final listing of the entire bargaining unit, including the new Resident class, will be sent to the CIR by August 15<sup>th</sup> and shall include employee name, job class number, facility, Original Date of Appointment (ODA), work email, Employee ID number and if available, home address.

## **APPENDIX H**

### **ARTICLE II COMMITTEE SECURITY, DUES AND PAC CHECKOFF**

#### **Section 1.**

The City agrees that all HSOs employed by the City, if any, and NYC H+H agrees that all HSOs employed by NYC H+H are eligible to become and remain members of the Committee of Interns and Residents.

#### **Section 2.**

The City agrees and NYC H+H agrees that they will exercise their best efforts to see that such HSOs suffer no discrimination or reprisals at City health facilities or NYC H+H health facilities, respectively, by reason of their membership in or legitimate activities on behalf of the Committee.

#### **Section 3.**

- a. The Committee shall have the exclusive right to the check-off and transmittal of dues on behalf of each HSO in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Relating to the Check-off of Union Dues" and in accordance with the Mayor's Executive Order No. 107, dated December 29, 1986, entitled "Procedures for Orderly Payroll Check-Off of Union Dues and Agency Shop Fees.", to the extent permitted by law.
- b. Any HSO may consent in writing to the authorization of the deduction of dues from the HSO's wages and to the designation of the Committee as the recipient thereof. Such consent, if given, shall be in a proper form acceptable to the City, which bears the signature of the HSO.

#### **Section 4.**

- a. The Employer shall commence deduction of dues as soon as practicable, but in no case later than thirty (30) days after receiving proof of a signed dues check off authorization card.
- b. The employer shall accept signed dues check off authorization cards, signed by means of written and/or electronic signatures. The right to membership dues shall remain in effect until the (1) HSO is no longer employed in a title represented by CIR or (2) the HSO revokes such dues check off authorization pursuant to and in accordance with the terms of the dues check off authorization card.

#### **Section 5.**

Five (5) differing amounts of dues deductions will be made available to the Committee. Dues and fees shall be deductible on the basis of percentage of salary, as designated by the Committee, to the extent feasible.

**Section 6.**

- a. CIR, upon its election to participate in a separate segregated fund established pursuant to applicable law, including Title 2 USC, Section 441b, to receive contributions to be used for the support of candidates for federal office, shall have the exclusive right in conformance with applicable law to the check-off for such political purposes in a manner as described in a supplemental agreement to be incorporated by reference into the Agreement.**
- b. Any eligible HSO covered by this Agreement may voluntarily authorize in writing the deduction of such contributions from said HSO's wages for such purposes in authorization form acceptable to NYC H+H which bears the HSO's signature.**
- c. A copy of the Summary Annual Report to the Federal Election Commission ("FEC") of any fund established pursuant to this Section shall be submitted to the Comptroller of the City of New York and the Office of Labor Relations at the time of its submission to the FEC.**