

2010-2018 Memorandum of Agreement, CIR-HHC-NYC

1. **Term:** The term of this agreement between Committee of Interns and Residents, SEIU ("CIR"), Health and Hospitals Corporation ("HHC") and the City of New York ("City") shall be from October 26, 2010 through February 25, 2018.
2. **Ratification bonus:**
 - a. A lump sum cash payment in the amount of \$1,000 shall be payable as soon as practicable upon ratification of the Agreement to those Employees who are on payroll as of the date of ratification. The lump sum cash payment shall be pensionable, consistent with applicable law.
 - b. The lump sum cash payments shall not become part of the Employee's basic salary rate nor be added to the Employee's basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.
 - c. For circumstances that were not anticipated by the parties, the First Deputy Commissioner of Labor Relations may elect to issue, on a case-by-case basis, interpretations concerning the application of Section 2 of this MOA. Such case-by-case interpretations shall not be subject to any dispute resolution procedures as per past practice of the parties.
3. **Wage increases:**

Effective date	General wage increase	Payable
July 1, 2014	3.03 percent (which is equal in numerical value to three separate increases of 1 percent each, compounded)	As soon as practicable following ratification of the MOA
April 26, 2015	1.50 percent, compounded	As soon as practicable after the effective date
April 26, 2016	2.50 percent, compounded	As soon as practicable after the effective date
April 26, 2017	3.00 percent, compounded	As soon as practicable after the effective date and contingent upon the parties signing a copy of the complete collective bargaining agreement that incorporates the terms of this MOA

- a. The 3.03 percent general increase listed in the table above for July 2014 shall be payable as soon as practicable following ratification of this MOA.
- b. The general increases listed in the table above for April 26 of 2015, 2016, and 2017 shall be payable as soon as practicable after the effective date of such increases.

- c. The general increase on April 26, 2017 shall be payable as soon as practicable after the effective date and contingent upon the parties signing a copy of the complete collective bargaining agreement that incorporates the terms of this MOA.

4. Payments in lieu of retroactive pay.

- a. Rather than making retroactive payments to current and former members of the CIR for any period prior to July 1, 2014, the parties agree to make the following payments.
 - i. Creation of, and initial lump sum funding for a Childcare Fund. As soon as is practicable following the ratification of this agreement, but in no event later than July 1, 2015, the employer shall pay \$2 million into a fund for the provision of childcare for eligible employees. The parties intend for the fund to be in operation no later than July 2015. The CIR House Staff Benefits Plan (HSBP) shall administer the fund. Except as required by law, the Health and Hospitals Corporation (HHC) shall have no responsibility or liability for the administration or oversight of this benefit nor will the Corporation be responsible for additional funding beyond what is contractually obligated.
 - ii. Lump sum finding for the Patient Care Trust Fund. As soon as is practicable following the ratification of this agreement, the employer shall pay \$1.27 million into the Patient Care Trust Fund ("PCTF").
 - iii. Dedicated Lump Sum Fund. The employer shall pay eligible residents, as defined herein, equal portions out of a dedicated lump sum fund of \$930,000.
 - 1. The total cost of all lump sum payments to all residents from the dedicated lump sum fund shall not exceed \$930,000, inclusive of any payroll taxes.
 - 2. A resident is eligible to receive a payment from the dedicated fund only if:
 - a. On June 1, 2014, the resident was employed as a resident by HHC and was a member of the CIR bargaining unit; and
 - b. On the date this agreement was ratified, the resident was employed by HHC and was a member of the CIR.
 - c. The parties have mutually identified [1,249] residents who are eligible to receive a payment in accordance with these eligibility rules.
 - 3. Payments from the dedicated lump sum fund shall be made as soon as practicable following the ratification of this agreement.

4. Payments to the [1,249] eligible residents shall be calculated from a total of \$890,000, inclusive of all payroll taxes, as explained below.
5. Based on the foregoing, the parties estimate that the individual payments to eligible residents from the dedicated lump sum fund will be \$659.85 per resident.
6. Dedicated Lump Sum Reserve fund ("reserve fund"). Out of the dedicated lump sum fund of \$930,000, prior to the calculation of the individual lump sum payments for the [1,249] eligible residents, the parties agree to reserve \$40,000, inclusive of all payroll taxes, to make payments to any residents who may be eligible to receive a payment under the eligibility rules described herein, but who the parties may have mistakenly failed to include in the original list of [1,249] eligible residents.
 - a. Such residents must be identified within six months of the ratification of this agreement.
 - b. Payments from the reserve fund shall be determined and made no sooner than six months and one business day following ratification of this agreement; and no later than as soon as practicable following six months and one business day following ratification of this agreement.
 - c. Such residents shall receive a lump sum payment equal in amount to the lump sum payment paid to the original [1,249] eligible residents; provided, however, if the payments to eligible residents who were not included in the original list of [1,249] eligible residents exceeds \$40,000, neither HHC nor the City are obligated to provide additional funding or to increase the size the dedicated lump sum fund, and payments to residents out of the \$40,000 shall be recalculated in smaller pro rata amounts so as not to exceed \$40,000, inclusive of any payroll taxes.
 - d. HHC is not obligated to pay any resident, who might otherwise be deemed eligible for payment out of the \$930,000 dedicated lump sum payment fund, but who was not identified in the original [1,249] residents, and who was also not identified in the six months following ratification and was paid out of the \$40,000 reserve fund.
 - e. Six months after the ratification of this agreement any unused portion of the \$40,000 reserve fund shall be paid to the PCTF.

7. Payments made from the Dedicated Lump Sum Fund (including the Reserve Fund) shall be pensionable, consistent with applicable law; but such payments shall not become part of an Employee's basic salary rate or be added to the Employee's basic salary for the calculation of any salary based benefits including the calculation of future collective bargaining increases.

5. **Hold harmless/Indemnification:**

- a. CIR represents that it has made good faith efforts to balance the interests of its former members and its current members and has concluded that the payments to the Patient Care Trust Fund, Childcare Fund, and out of the Dedicated Lump Sum Fund are the best use of the money.
 - b. HHC and the City of New York, including employees and officials thereof, shall not be liable for any mistake, error of judgment or any other act of omission or commission. The CIR agrees to hold the City, HHC and/or their officials and employees harmless against any claim whatsoever arising out of these payments to the Patient Care Trust Fund, Childcare Fund, and to eligible residents out of the Dedicated Lump Sum Fund.
 - c. The CIR agrees to indemnify the City and HHC in the event that any current or former CIR member should successfully challenge this agreement with regard to such payments or any claim for retroactive pay.
6. **Increase in the recurring PCTF contribution:** Effective April 26, 2017, and continuing thereafter, in accordance with Article VIII(a) of the parties' collective bargaining agreement, an additional 0.06 percent of the gross annual payroll shall be paid into the PCTF.
7. **Childcare fund recurring contribution:** Effective October 27, 2017, and continuing thereafter, 0.52 percent of the gross payroll annually shall be paid into the HSBP for the provision of childcare benefits for covered employees. Payments shall be calculated on a quarterly basis and paid within 60 days of the end of each quarter.
8. **Prohibition of Further Economic Demands:** No party to this MOA shall make additional economic demands during the term of this MOA.
9. **Vacations and Leave Time:**
- a. **Vacations and on-call duty.** Modify Article V, Section 1 of the collective bargaining agreement as follows (with new language in bold and underline):

"The vacation for all HSOs shall be four weeks per annum (July 1 through June

30). The Hospitals will make a reasonable effort not to assign House Staff Officers on-call duty (including beeper calls) or to make rounds on shifts immediately prior to or immediately after the start of an officer's scheduled vacation."

- b. **Bereavement leave.** Modify Article V, Section 6 of the collective bargaining agreement as follows (with new language in bold and underline):

"An HSO shall be paid at the HSO's regular pay for three (3) working days' absence in the event of the death of the HSO's parent, spouse, child, brother, sister, or grandparent. Such three days must be taken consecutively within a reasonable time of the day of the death or day of the funeral and may not be split or postponed. Bereavement leave shall be granted for the death of a "domestic partner" pursuant to the terms set forth in Executive Order No. 48 dated January 7, 1993. With the prior approval of a Program Director, an HSO can use other paid leave time for additional time needed."

10. **Work Schedules:** Modify Article VII, Section 4, subsections a, b, and of the collective bargaining agreement as follows, and adding subsection k (new language in bold and underline):

"a. HSOs performing on-call duty in addition to their anticipated normal on-call schedule shall, subject to subsection 4(k) below, be compensated for each additional on-call duty at the rates indicated below. This provision includes HSOs listed on the "jeopardy" or "sick call" schedule.

	<u>10/26/2010</u>
Weeknight	\$418
Weekend/Holiday	\$558

b. HSOs performing on-call duty in addition to their normal day's work, usually in coordination with a night float system, where HSO is not scheduled to work overnight ("Short Call") shall, subject to subsection 4(k) below, be compensated for each additional Short Call duty at the rates indicated below:

10/26/2010
\$210

c. In arranging on-call duty coverage for a sick or disabled House Staff Officer, preference shall be given to House Staff Officers within the department who agree to accept such additional on-call duty. Thereafter, insofar as is practical, preference shall be given to any other approved HSO within the facility who

applies, prior to any involuntary assignment of additional on-call duty. Program Administrators or scheduling chiefs shall make reasonable efforts not to reassign a House Staff Officer from a rotation or an elective for additional on-call duty. If a House Staff Officer on a rotation or an elective must be reassigned from his/her rotation or elective for additional on-call duty, he/she shall be paid at the rates indicated above.

k. The Corporation shall not be required to compensate HSO's in the manner set forth in subsections 4(a), (b), and (c) above if the fund established for the provision of said compensation (the "On Call Pool") is exhausted. If the usage of the On Call Pool exceeds \$290,000 in any six-month period, or \$480,000 in a calendar year, the corporation and CIR will meet to discuss what measures, if any should be taken."

11. **Critical Care Coverage Elective:** Modify Article VII of the collective bargaining agreement by adding a new Section 6 with the following language excerpted from the May 31, 2013 CIR-HHC Side Letter (new language in bold and underline):

"a. A residency training program operating within an HHC facility may create a "Critical Care Coverage" elective in the program by which Residents work additional hours to cover the staffing needs of the hospital outside of their scheduled shifts, within the allowable work hours regulations set forth by the ACGME, ADA, APMA, AOA or RSCPSC as applicable.

b. Additional work hours shall be prohibited during the HSO's first post-graduate year (PGY-1).

c. During PGY-2 and thereafter, working additional hours as an elective of their training program shall be permitted if it does not impinge on or interfere with the HSO's performance of the HSO'S required duties at the hospital or with the HSO's educational obligations.

d. If in the opinion of the Chief of Service, working additional hours has impinged on or interfered with an HSO's primary obligations, the Chief of Service may demand that the additional hours cease. The decision to cease additional hours is final and shall not be reviewable in any forum.

e. House Staff Officers that meet the above criteria shall be compensated at the Elective Critical Care Coverage rate of \$418 for coverage on a weekday or \$558 for coverage on a weekend or holiday. This rate shall not be increased without the express consent of the parties."

12. Patient Care Trust Fund: Modify Article VIII of the collective bargaining agreement with the following new language and new paragraphs (new language in bold and underline):

"a. The said sums deposited into the PCTF shall be applied toward the improvement of patient care for the people of New York City by 1) purchasing or assisting in the purchase of equipment and/or supplies to be used in municipal HHC hospitals and related HHC medical facilities for the improvement of patient care; 2) supporting programs to train and educate HHC health professionals, who care for the people of New York City; 3) supporting programs and research related to improved health and better patient care for the people of New York City; and/or 4) supporting programs and initiatives aligned with the mission of HHC. This shall not create any obligation on the part of the City or Corporation to provide additional contributions or payments of any kind.

b. Prior to the purchase of any equipment or the funding of any programs or research, the PCTF shall present its proposal(s) for the funding of programs or research or for the purchase of equipment or supplies to the President of the Corporation or his/her designee for approval. The CIR and the PCTF shall make best efforts to invite the HHC President or his/her designee to participate in discussions regarding any proposals that would require more than [\$100,000] of PCTF funds. Should the President or his/her designee accept an offer to purchase equipment, the Corporation shall locate and use the equipment in accordance with the terms of the offer, and the equipment shall become the property and sole responsibility of the Corporation.

c. If the President or his/her designee rejects a proposal to fund a program or research, or a proposed purchase, the President or his/her designee shall state in writing the reasons within thirty (30) days of the receipt of the proposal. If the President or his/her designee rejects the proposal, the PCTF shall submit alternative proposal(s) to the President or his/her designee. The decision of the President or his/her designee is final and the foregoing provision is not subject to the grievance and arbitration provisions of the Agreement. It is understood that there is no continuing obligation for the City or the Corporation to make any additional such payment during the term of this Agreement."

13. Required Exams: Modify Article XX, Miscellaneous, of the collective bargaining agreement by adding a new section 18 entitled "Required Courses and Exams," as follows:

"a. HHC shall, within the HHC system, provide and pay for ACLS (including PALS), BLS and/or ATLS classes and materials for all House Staff who are

required to have such certification(s) and recertification(s). If the course is not offered at the house staff officers own HHC facility, the House Staff Officer can attend the course offered at another HHC facility free of charge, on his/her own time, with the prior approval of the Chief of Service or his/her designee, and subject to the restrictions and rules in place at the other facility

b. HHC shall continue, in accordance with past practices, to pay for all required in-service exams within the HHC System for House Staff Officers."

14. **Meals:** Delete Article XX, Section 15, and replace it with the following language from the parties' December 5, 2002 Side Letter regarding meals:

"a. The Corporation shall continue to pay House Staff Officers assigned to its facilities and on its payroll the sum of one hundred eleven dollars and twenty-three cents (\$111.23) each biweekly pay period. The total annual sum paid to each House Staff Officer shall not exceed the sum of twenty-nine hundred dollars (\$2,900). All payments made under the terms of this agreement shall be subject to the applicable payroll withholding tax and shall be non-pensionable.

b. In order to provide its portion of this funding, CIR agrees to the annual reduction of \$100,000 from the On-Call Pool and of \$500,000 from the Combined Reimbursement Fund. In addition, the CIR agrees to dedicate the Additional Compensation Fund 1 %, effective 6/30/02, and the 0.11 % Additions-to Gross funding per the 2000 MCMEA to fund the benefit.

c. Any issues that may arise concerning the implementation of this agreement shall be referred to a joint labor/management committee."

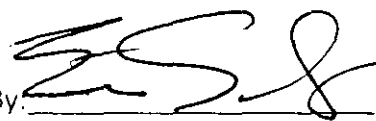
15. **Recognition:** Amend Article 1-Recognition, Section 1 to include in the schedule of represented titles:

Position Title	Title Code
Dental Resident PGY Level 1	963710
Dental Resident PGY Level 2	963720
Dental Resident PGY Level 3	963730
Dental Resident PGY Level 4	963740
Dental Resident PGY Level 5	963750
Dental Resident PGY Level 6	963760

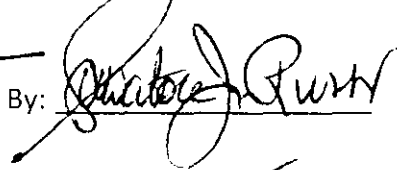
16. **Health Savings and Welfare Fund Contributions.** The May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, will be attached as an Appendix, and is deemed to be part of this MOA.

17. **Ratification.** This MOA is subject to ratification by the CIR.

WHEREFORE, we have hereunto set our hands and seal this 19th day of February, 2015.

By: 

Date: 2/19/15
Eric Scherzer
Committee of Interns and
Residents

By: 

Date: 2/19/15
Salvatore Russo
General Counsel
HHC

By: 

Date: 2/20/15
Robert Linn
Commissioner
City of New York

