

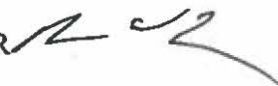


OFFICE OF LABOR RELATIONS

40 Rector Street, New York, N.Y. 10006-1705
nyc.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

TO: HEADS OF CONCERNED CITY DEPARTMENTS AND AGENCIES
FROM: ROBERT W. LINN, COMMISSIONER 
SUBJECT: EXECUTED CONTRACT: INTERNS AND RESIDENTS
TERM: OCTOBER 26, 2010 TO FEBRUARY 25, 2018

Attached for your information and guidance is a copy of the executed contract entered into by the Commissioner of Labor Relations and the NYC Health and Hospitals on behalf of the City of New York and the Committee of Interns and Residents on behalf of the incumbents of positions listed in Article I of said contract.

The contract incorporates terms of an agreement reached through collective bargaining negotiations and related procedures.

DATED: April 5, 2017

OFFICE OF LABOR RELATIONS REGISTRATION	
OFFICIAL	CONTRACT
	
NO: 17004	DATE: April 5, 2017

**2010-2018 INTERNS AND RESIDENTS AGREEMENT
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2010-2018 INTERNS AND RESIDENTS AGREEMENT

AGREEMENT entered into this ____ day of _____, 2017, by and between the City of New York and the New York City Health and Hospitals Corporation d/b/a NYC Health + Hospitals (hereinafter referred to as "NYC H+H") (hereinafter referred to jointly as the "Employer") and the Committee of Interns and Residents of New York City (the "Committee"), for the eighty eight months from October 26, 2010 through February 25, 2018.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - RECOGNITION

Section 1.

The City recognizes the Committee as the sole collective bargaining representative for employees (hereinafter collectively referred to as "House Staff Officers" or "HSOs") of the City in the following titles, if any, or replacement titles, and NYC H+H recognizes the Committee as the sole collective bargaining representative for House Staff Officers of NYC H+H in the following titles or replacement titles provided such House Staff Officers are paid directly by the City or NYC H+H, whichever the employer may be, and not through an intermediary:

<u>Title Code</u>	<u>Title</u>	<u>Title Code</u>	<u>Title</u>
53005	Intern	963710	Dental Resident PGY 1
53008	Resident	963720	Dental Resident PGY 2
963610	Resident PGY 1	963730	Dental Resident PGY 3
963620	Resident PGY 2	963740	Dental Resident PGY 4
963630	Resident PGY 3	963750	Dental Resident PGY 5
963640	Resident PGY 4	963760	Dental Resident PGY 6
963650	Resident PGY 5	53205	Junior Psychiatrist
963660	Resident PGY 6	963830	Jr. Psychiatrist PGY 3
963670	Resident PGY 7	963840	Jr. Psychiatrist PGY 4
963680	Resident PGY 8	963850	Jr. Psychiatrist PGY 5
50206	Dental Intern	963860	Jr. Psychiatrist PGY 6
50211	Dental Resident	963870	Jr. Psychiatrist PGY 7

Section 2.

The terms "employee," "employees," "House Staff Officer" and "HSO" as used in this Agreement shall mean only those persons in the unit described in Section 1 of this Article.

Section 3.

It is not the intention of NYC H+H to utilize volunteers at any NYC H+H Hospital to undermine the rights of HSOs covered by this Agreement.

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 may become and remain members of the Committee in good standing.

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."
- 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.

The parties agree to an agency shop to the extent permitted by applicable law, as described in a supplemental agreement hereby incorporated by reference into this Agreement.

Section 5.

Membership dues shall be deducted retroactive to the first day of a House Staff Officer's individual contract or to the date the authorization was signed, whichever is later, to the extent feasible. Agency shop fees shall be deducted retroactively to the first day of a House Staff Officer's individual contract, to the extent feasible.

Section 6.

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 7.

- 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.

ARTICLE III - PRODUCTIVITY AND PERFORMANCE

Section 1. Performance Levels

Delivery of medical services in the most efficient and effective manner and the provision of an effective training program for HSOs are of paramount importance to the City and NYC H+H. Such achievement is recognized to be a mutual obligation of all parties within their respective roles and responsibilities. To achieve and maintain a high level of effectiveness, the parties hereby agree to the following:

The Committee recognizes the City's right and NYC H+H's right under the New York City Collective Bargaining Law to establish and/or revise medical performance standards or norms notwithstanding the existence of prior medical levels, norms or standards consistent with accepted medical and training program practices and requirements. Such standards may be used to determine acceptable performance levels and to measure the performance of each HSO.

Section 2. - Performance Compensation

The Union acknowledges the Employer's right to pay additional compensation for outstanding performance.

The Employer agrees to notify the Union of its intent to pay such additional compensation.

ARTICLE IV - WAGES

Section 1.

- a. A lump sum cash payment in the amount of \$1,000, pro-rated for other than full-time employees, 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 Employer'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 this Section of the collective bargaining agreement. Such case-by-case

interpretations shall not be subject to dispute resolution procedures as per past practice of the parties.

Section 2.

The appointment of an HSO shall be based on the HSO's appropriate Post Graduate Year (hereinafter "PGY") which shall be determined as follows:

- a. An HSO who has not completed at least one year of service in an accredited training program shall be placed at the PGY-1 level.
- b. An HSO who has completed one or more years of service in an accredited training program shall be placed at the PGY level which equals the number of such years of service plus one (e.g., an HSO who has completed two years of service in such a training program shall be placed at PGY-3). An HSO required to spend a prerequisite period of service in an accredited training program in a specialty other than that in which the HSO is serving shall be classified on the basis of cumulative years of such service, provided, however, that in the event an HSO changes the HSO's specialty, the HSO shall receive a maximum credit of two years for prior service in such other accredited training program.
- c. When some or all of the prior service of an HSO has been in a non-accredited training program, the HSO shall, at a minimum, be classified at the PGY level appropriate to the years of service the HSO has completed in an accredited training program. Additional credit, if any, for non-accredited training programs to be granted in establishing the appropriate PGY level for an HSO shall be determined by the HSO and the HSO's Chief at the time of appointment. If after such determination a Specialty Board should grant increased standing or credit, then an appropriate adjustment shall be made in the PGY level retroactive to the appointment date preceding notice of such adjustment. Any determination made pursuant hereto shall be deemed an appropriate subject for a grievance and relief in the event that the HSO is actively assigned to perform duties at a PGY level higher than that in which the HSO has been classified pursuant to a determination made as hereinbefore provided.
- d. For purposes of determining an HSO's appropriate PGY level, an "accredited training program" is defined as a training program accredited by the Accreditation Council for Graduate Medical Education ("ACGME"), the American Dental Association ("ADA"), the American Podiatric Medical Association ("APMA"), the American Osteopathic Association ("AOA"), or the Royal College of Physicians and Surgeons of Canada ("RCPSC").

Section 3.

An HSO converted to a PGY level pursuant to Section 1 hereof shall, if hereinafter reappointed, be deemed to have served the number of years in a training program approved by the ACGME, ADA, APMA, AOA, or RCPSC applicable to the PGY level to which the HSO has been converted and equated pursuant to Section 1 hereof.

Section 4.

An HSO who, during the term of this Agreement, successfully completes the HSO's service for a year and is reappointed to serve for an additional year shall be advanced to the next higher PGY.

Section 5.

A year of service in a training program shall mean a year of service in a training program which shall have been certified as having been completed by the appropriate Hospital authority.

Section 6.

- a. Effective as of the dates hereafter indicated, the following pay levels shall be established:

<u>PGY LEVELS</u>	<u>10/26/2010</u>	<u>7/1/14</u>	<u>4/26/15</u>	<u>4/26/16</u>	<u>4/26/17</u>
PGY-1	\$55,858	\$57,550	\$58,413	\$59,873	\$61,669
PGY-2	\$58,168	\$59,930	\$60,829	\$62,350	\$64,221
PGY-3	\$62,789	\$64,692	\$65,662	\$67,304	\$69,323
PGY-4	\$64,965	\$66,933	\$67,937	\$69,635	\$71,724
PGY-5	\$66,869	\$68,895	\$69,928	\$71,676	\$73,826
PGY-6	\$68,635	\$70,715	\$71,776	\$73,570	\$75,777
PGY-7	\$72,168	\$74,355	\$75,470	\$77,357	\$79,678
PGY-8	\$73,677	\$75,909	\$77,048	\$78,974	\$81,343

- b. In those instances where housing is provided by NYC H+H to HSOs, the annual pay rates indicated above shall be reduced by the following amounts:

<u>10/26/2010</u>	<u>7/1/14</u>	<u>4/26/15</u>	<u>4/26/16</u>	<u>4/26/17</u>
\$3,680	\$3,792	\$3,849	\$3,945	\$4,064

Section 7.

Part-time per annum, per session, hourly paid, and per diem employees and employees whose normal work year is less than a full calendar year shall receive a rate provided in Section 6 prorated on the basis of computations heretofore utilized by the parties for all such employees.

Section 8.

- a. Each Chief Resident shall receive the following annual amounts prorated for the period of service as Chief Resident:

<u>10/26/2010</u>	<u>7/1/14</u>	<u>4/26/15</u>	<u>4/26/16</u>	<u>4/26/17</u>
\$3981	\$4,102	\$4,164	\$4,268	\$4,396

b. The Chief Resident differential shall be paid only when authorized in writing by the Chief of Service or, when for a period of two or more calendar months, a House Staff Officer substantially performs the duties of a Chief Resident with the knowledge and consent of the Chief of Service.

Section 9.

Effective July 1, 2009, new PGY 1 Psychiatry residents will be paid as PGY 1. First, second and third year residents in Psychiatry who, prior to July 1, 2009, were receiving pay at the rates of second, third, and fourth year residents, respectively, shall continue to receive such compensation as set forth in the prior agreement between the parties, during their service at a NYC H+H Hospital.

Section 10.

In the event of an erroneous overpayment to an HSO of an amount exceeding 25% of the HSO's regular gross pay, the City and NYC H+H will not make wage deductions for recoupment purposes in amounts greater than 25% of the HSO's regular gross pay, except if the amount of the overpayment exceeds \$1,000. In cases where the overpayment exceeds \$1,000, deductions may be made in larger installments at the discretion of the Agency Head. Any recoupment shall be limited to the period up to six years prior to the commencement of such proceedings for recoupment.

ARTICLE V - VACATIONS AND LEAVE TIME

Section 1.

a. 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.

Section 2.

When, due to the needs of a given service, it is necessary to limit vacations, they may be limited to the extent of one week per HSO, at the discretion of the HSO's Chief of Service, and pay for lost vacation shall be granted.

Section 3.

Anything to the contrary herein notwithstanding, lesser vacation benefits may be provided where appropriate Specialty Boards require lesser vacation terms, and pay for lost vacation shall be granted.

Section 4.

Anything to the contrary herein notwithstanding, pay in lieu of vacation shall be provided in the case of Residents serving their last year of residence, where full House Staff coverage in the given service cannot, in the discretion of the appropriate Chief of Service, be obtained.

Section 5.

Medical disability due to pregnancy or childbirth shall be considered as sick leave.

Section 6.

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.

Section 7.

Time off with pay for specialty exams, licensure exams, and any other exams required by a program will not be unreasonably denied.

Section 8.

- a. Eligibility for non-chargeable education leave shall be as per NYC H+H policy (June 26, 1997, Memorandum, "Non-chargeable Education Leave").
- b. Effective July 1, 1989, reimbursement for conference expenses was assumed by the CIR House Staff Benefits Plan and any obligation for future funding of such expenses by the City or NYC H+H ceased.

ARTICLE VI - INDIVIDUAL CONTRACTS

Section 1.

- a. Each HSO shall, prior to the HSO's employment in any Hospital of NYC H+H, receive a written contract not inconsistent with any of the provisions herein, which shall set forth the Hospital and NYC H+H commitments to such HSO in the following areas: (a) maintenance of electives, (b) rotational schedule, and (c) PGY level and wages appropriate to the PGY level. The HSO's Chief of Service shall make best efforts to notify the HSO, in writing, at least seven (7) days prior to a new rotation.
- b. In the event of a conflict between the terms of an individual written contract of HSOs who commence employment on or after July 1, 1983, and the provisions of this Agreement, the provisions of this Agreement shall prevail.

Section 2.

The form of individual contract presently used by NYC H+H shall be furnished to the Committee and, if changed, a copy of any such change will be furnished to the Committee prior to its use.

Section 3.

HSOs who have July 1st appointments will be notified in writing by November 15th (December 15th at PGY-1) and HSOs with any other appointment date will be notified in writing within four and one-half (4 1/2) months thereafter (5 1/2 months at PGY- 1), if their services are not to be renewed for the next year of a given residency program. Earlier notice, if possible, will be given to such House Staff Officers.

Section 4.

No individual waiver by an HSO of the HSO's rights or those of the Committee under the collective bargaining agreement shall be effective unless consented to in writing by the Committee.

Section 5.

- a. NYC H+H will notify each HSO affected and the Committee:
 - i. Within thirty (30) days of a decision to discontinue any training program for any reason.
 - ii. Immediately upon receipt from the ACGME, ADA, APMA, AOA, or the RCPSC of notification regarding non-accreditation or probation or similar change in the professional status of any training program.
- b. In the event of a decision to discontinue a training program, NYC H+H's obligation with regard to each HSO affected shall be to assign such HSO, with concurrence of the Affiliate, which concurrence shall not be unreasonably withheld, to an approved program at another NYC H+H Hospital, or where appropriate, NYC H+H shall make other necessary arrangements to settle the employment contract and training program obligations.

ARTICLE VII - WORK SCHEDULES

Section 1.

The parties recognize the undesirability of excessive work hours for HSOs inconsistent with optimum patient care and high standards of training and will make every effort to resolve problems in furtherance of these principles. Subject to budgetary limitations and procedures for establishing budgets, House Staff work schedules shall be consistent with optimum patient care, high standards of training, specialty board requirements and limitations, and the health and well-being of HSOs, including their reasonable social needs and need for adequate rest. A grievance, which shall consist of a dispute concerning the application or interpretation of Sections 1 and 2 of this Article, shall be processed in accordance with the following procedure:

- Step I.** The Employee and/or the Committee shall present the grievance in the form of a memorandum to the Executive Director not later than ninety (90) days after the date on which the grievance arose. The Employee may also request an appointment to discuss the grievance. The Executive Director shall take any steps necessary for a proper disposition of the grievance and shall reply in writing by the end of the tenth (10th) work day following the date of submission.
- Step II.** An appeal from an unsatisfactory determination at Step I shall be presented in writing to NYC H+H Director of Labor Relations. The appeal must be made within thirty (30) days of the receipt of the Step I determination. NYC H+H Director of Labor Relations, or the Director's designated representative, may meet with the Employee and/or the Committee for review of the grievance and, in any event, shall issue a written reply by the end of the tenth (10th) working day following the date on which the appeal was filed.
- Step III.** An appeal from an unsatisfactory determination at Step II shall be presented in writing within thirty (30) days to a panel consisting of one Committee representative, one physician and/or dentist selected by NYC H+H, and the Vice President responsible for medical affairs (or the equivalent officer or successor or his/her designee) as chairperson for such disposition as is appropriate. This panel shall

render its decision by a majority vote within ten (10) days after completion of the appeal process, and such decision shall be final and binding.

Section 2.

Wherever practicable, changes in a work schedule during an HSO's contract term shall be the subject of reasonable prior notice to the affected HSO. If such notice does not provide sufficient time to process a grievance through Steps II and III of Section 1 hereof, the Committee shall be entitled to proceed directly from Step I to Step III, Section 1, hereof.

Section 3.

- a. No HSO shall be required to perform duty in the hospital more frequently than an average of ten (10) calendar nights within a thirty (30)-day calendar period.
- b. Subject to the applicable provisions of Article V, Sections 2 and 3, an HSO who uses the leave time provided for in Article V will not be required to make up on-call duty that the HSO would have otherwise worked during the period of said leave.
- c. Any grievance arising under this Section 3 shall be presented in accordance with the procedure noted in Article XVI, Grievances, Sections 2 through 10 inclusive.

Section 4.

- 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>10/26/10</u>
Week Night	\$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 a 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 rate indicated below:

<u>10/26/10</u>
\$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.

- d. The payments provided in subsections 4(a) and 4(b) shall be made for all additional on-calls performed as coverage for a House Staff Officer absent due to illness or disability, 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 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.
- e. Daytime coverage for a temporarily sick or disabled House Staff Officer shall be shared by the remaining House Staff Officers where such additional duties do not violate Article VII, Section 1.
- f. Nothing in subsections 4(a) through 4(e) above shall be construed to permit the performance of on-call duty in violation of Article VII, Section 3, above or determine the remedies thereunder.
- g. When House Staff Officers voluntarily exchange on-call assignments for their mutual benefit, such on-call duties shall not be considered additional on-call duty and provisions for additional compensation in this Article shall not apply.
- h. The provisions of subsection 4(d) above are not intended to alter the responsibilities and obligations of appropriate hospital authorities with regard to certification of completion by House Staff Officers of specialty board requirements.
- i. The provision for payment in subsections 4(a) and 4(b) above shall be funded by NYC H+H in the annual amounts below, to be apportioned equitably among the NYC H+H facilities employing HSOs covered by this Agreement.

10/26/10
\$379,474

Effective 10/26/10 the annual rates for funding as stated above is in accordance with Article XXI, Section 15 of this agreement.

- j. NYC H+H shall provide the Committee with monthly reports of expenditures at each facility, identifying each HSO receiving payment by name, department, and Social Security number. The report shall name the HSO for whom coverage was provided and the date(s) of such coverage. Should it appear that any facility may exhaust its prorated share during any July 1 - June 30 period, NYC H+H will meet with the Committee so that the parties may consider such measures as may be mutually acceptable to continue the program at the institution. Funds remaining at the end of any July 1-June 30 period shall be carried forward to the succeeding year or, at the option of CIR, transferred to the Patient Care Trust Fund, or applied in such other manner as the parties may agree upon.

- k. NYC H+H 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, NYC H+H and CIR will meet to discuss what measures, if any, should be taken.

Section 5.

- a. Moonlighting shall be prohibited during the HSO's first post-graduate year (PGY-1).
- b. During PGY-2 and thereafter, moonlighting 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.
- c. If, in the opinion of a Chief of Service, moonlighting has impinged on or interfered with an HSO's primary obligations, the Chief of Service may demand that the moonlighting cease.
- d. An HSO and/or the Committee may appeal through the grievance procedure a Chief of Service's demand that the HSO cease moonlighting.

Section 6.

- a. Effective May 31, 2013, a residency training program operating within an NYC H+H 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 RCPSA 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 as 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.

ARTICLE VIII - PATIENT CARE TRUST FUND

- a. Effective each April 1st and October 1st, NYC H+H shall transfer a sum equivalent to 0.15 percent (fifteen one-hundredths of one percent) of the Gross Annual Payroll for HSOs to the Patient Care Trust Fund (PCTF). For purposes of this provision, the Gross Annual Payroll

shall be calculated by using NYC H+H's payroll for the applicable payday immediately preceding the aforementioned effective dates.

- b. Effective April 26, 2017, and continuing thereafter, in accordance with Article VIII, Section a, of this Agreement, an additional 0.06 percent of the gross annual payroll shall be paid into the PCTF.
- c. The said sums shall 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 NYC H+H hospitals and related NYC H+H medical facilities for the improvement of patient care; 2) supporting programs to train and educate NYC H+H 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 NYC H+H. This shall not create any obligation on the part of the City or NYC H+H to provide additional contributions or payments of any kind.
- d. 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 NYC H+H or his/her designee for approval. The CIR and the PCTF shall make best efforts to invite the NYC H+H 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, NYC H+H 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 NYC H+H.
- e. 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 NYC H+H to make any additional such payment during the term of this Agreement.

ARTICLE IX – CHILD CARE FUND

Section 1.

Effective October 27, 2017, and continuing thereafter, pursuant to the provisions of a separate agreement between the City of New York, NYC H+H, and CIR, 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.

ARTICLE X – COMBINED REIMBURSEMENT FUND

- a. A Combined Reimbursement Fund is to be established for the reimbursement of employment related expenses as may be jointly approved by the parties. The Fund shall be administered by trustees appointed by CIR subject to the terms of a signed separate supplemental agreement.
- b. Effective each April and October, NYC H+H shall remit to the Combined Reimbursement Fund a contribution equivalent to 0.775 percent of the annualized base payroll for HSOs based upon NYC H+H's the first payroll in the month such payment is due. Such contributions shall be contingent upon and subject to the terms of the signed separate supplemental agreement.

ARTICLE XI - CIR HOUSE STAFF BENEFITS PLAN

- a. This Agreement incorporates the terms of the May 5, 2014 Letter Agreement regarding health savings and welfare fund contributions between the City of New York and the Municipal Labor Committee, as appended to this agreement.
- b. Effective November 8, 2006, the contribution paid on behalf of each full-time per annum HSO to the CIR House Staff Benefits Plan shall be \$1,640 per annum.
- c. Contributions remitted to the CIR House Staff Benefits Plan (hereinafter "HSBP") pursuant to this Article XI are contingent upon and subject to the terms set forth in a signed separate trusted fund agreement between the City, NYC H+H and the Committee.
- d. The Committee agrees to provide welfare fund benefits to domestic partners of covered HSOs in the same manner as those benefits are provided to spouses of married covered HSOs.

ARTICLE XII- HEALTH AND HOSPITAL BENEFITS

Section 1.

The parties agree that the following provisions from the 1993 Municipal Memorandum of Economic Agreement shall remain in full force and effect, except as otherwise modified by provisions of the 2000 DC37 Memorandum of Economic Agreement and the Appendices.

Section 2.

Effective April 1, 1995 and thereafter, the Employer's cost for each contract for each Employee and for each retiree (under age 65) shall be equalized at the community rated basic HIP/HMO plan payment rate as approved by the State Department of Insurance on a category basis of individual or family, (e.g. the payment for GHI-CBP/Blue Cross family coverage shall be equal to the payment for HIP/HMO family coverage).

Section 3.

The Employers shall continue to contribute on a City employee benefits program-wide basis the additional annual amount of \$35 million to maintain the health insurance stabilization reserve fund

created in Section 7 of the 1984-87 Municipal Coalition Economic Agreement. Said funds shall be paid in two installments of seventeen million, five hundred thousand in January and July of each year.

Section 4.

Pursuant to paragraph 7 of the Health Benefits Agreement dated January 11, 2001, notwithstanding the above, in each of the fiscal years 2001 and 2002, the City shall not make the annual \$35 million contribution to the health insurance Stabilization Fund.

Section 5.

In the event that there is a citywide or program-wide health insurance package which exceeds the cost of the equalization and stabilization fund described above, the parties may negotiate a reconfiguration of this package which in no event will provide for costs in excess of the total costs of the 2000 DC 37 Memorandum of Economic Agreement as set forth therein. However, it is understood that CIR will not be treated any better or any worse than any other Union participating in the citywide or program-wide Health Program with regard to increased health insurance costs.

ARTICLE XIII - ON-CALL ROOMS

Section 1.

- a. On-call rooms shall be regularly cleaned and shall have functioning locks with keys available to House Staff Officers. Bathrooms and showers in on-call areas shall be regularly cleaned and properly supplied. Clean linens and towels will be supplied on a regular basis. NYC H+H will take reasonable steps to provide shower facilities accessible to on-call rooms, where feasible, provided that such shower facilities can be provided without new construction or structural renovation or significant costs.
- b. The number and location of existing on-call rooms shall not be reduced or changed without at least thirty (30) days' notice to CIR and the opportunity to discuss planned changes with the administration.

Section 2.

The sole remedy for alleged violations of this Article shall be a grievance pursuant to Article XVI of this Agreement.

Section 3.

In construing Section 1 of this Article, an arbitrator shall initially have the power only to decide whether the subject facilities meet the standards of Section 1 of this Article but may not affirmatively direct how NYC H+H should comply with Section 1. If the arbitrator determines that NYC H+H is in violation of Section 1, NYC H+H shall take appropriate steps to remedy the violation. If, in the opinion of the Committee, NYC H+H does not achieve compliance within a reasonable period of time, the Committee may reassert its claim to the arbitrator. Upon such second submission, if the arbitrator finds that NYC H+H has had a reasonable time to comply with the terms of Section 1 and has failed to do so, then, and only then, the arbitrator may order NYC H+H to follow a particular course of action which will effectuate compliance with the terms of Section 1. However, such

remedy shall not exceed appropriations available in the current budget allocation for the involved facility for such purposes.

ARTICLE XIV - MEDICAL BOARD REPRESENTATION

Section 1.

Each NYC H+H Hospital Medical Board shall include in its regular voting membership two representatives of the House Staff of such Hospital, one of whom shall be the President of the House Staff, the other to be chosen by vote of the House Staff. The President of the House Staff shall also serve as a voting member of the Executive committee of the Medical Board.

Section 2.

Each NYC H+H Hospital Medical Board shall establish a Committee designated as the House Staff Affairs Committee or similar title, the primary concern of which shall be medical education, internship and residency programs, and medical policy matters directly affecting HSOs.

Section 3.

The House Staff Affairs Committee is intended to be a working committee of the Medical Board and shall meet regularly. It shall consist of not more than 10 nor less than 7 voting members. In the event that the House Staff Affairs Committee shall consist of 7-8 voting members, no fewer than 3 shall be HSOs elected by the House Staff. In the event that the House Staff Affairs Committee shall consist of 9-10 voting members, no fewer than 4 shall be HSOs elected by the House Staff. The HSOs serving on the Medical Board shall, *ex officio*, also serve on the House Staff Affairs Committee as nonvoting members thereof if not otherwise elected thereto pursuant to Section 3 hereof.

Section 4.

The Secretary to the Medical Board shall forward to the Committee of Interns and Residents the names of the Medical Board members comprising the House Staff Affairs Committee within five days succeeding its establishment.

Section 5.

Each NYC H+H Hospital will notify the Committee of the date of inspection by JCAHO and will make available to the Committee representative or representatives on the Medical Board the JCAHO report that is presented to the Medical Board.

ARTICLE XV - MALPRACTICE INSURANCE

Section 1.

The City shall be liable for and save harmless each HSO covered hereunder for any claim for damages and/or personal injuries alleged to have been sustained by a claimant as a result of any action or omission occurring in the performance of the HSO's duties and within the scope of his or her employment.

Section 2.

The foregoing is conditioned upon each of the following:

- a. NYC H+H's HSOs shall promptly forward to NYC H+H all summonses or notices of whatsoever nature pertaining to claims received or served upon them or each of them.
- b. NYC H+H's HSOs shall cooperate fully in aiding the City to investigate, adjust, settle, or defend each claim, action, or proceeding.
- c. The defense of all claims, actions, and proceedings within the purview of this Article shall be conducted by the City. NYC H+H Counsel of the City shall appear and defend such actions and proceedings on behalf of the HSOs.
- d. No settlement shall be made without the approval of the City, including the Comptroller, and in accordance with procedures previously employed to settle actions involving municipal employees.
- e. In the event of any appeal from a judgment against NYC H+H's HSOs, the City will promptly satisfy the judgment or stay the execution thereof by filing the appropriate bonds or instruments so that execution shall not issue against the HSOs.

ARTICLE XVI - GRIEVANCE PROCEDURES

Section 1.

The term "grievance" shall mean:

- a. A dispute concerning the application or interpretation of the terms of this collective bargaining agreement;
- b. A claimed violation, misinterpretation, or misapplication of the rules or regulations, authorized existing policy, or orders of NYC H+H affecting the terms and conditions of employment;
- c. A claimed regular or recurrent assignment of HSOs to duties substantially different from those stated in their job specifications;
- d. A question regarding the non-renewal of the appointment of an HSO.
- e. The provisions of this Article XVI shall not apply to a grievance under Article VII, Sections 1 and 2.

Section 2.

Step I The Employee and/or the Committee shall present the grievance in writing to the Chief of Service or to the Executive Director or the Director's designee no later than ninety (90) days after the date on which the grievance arose, and in grievances brought under Section 1 (D) the grievance shall be presented no later than ninety (90) days after the date on which written notice of non-renewal is received. The individual to whom the grievance was presented shall take any steps necessary to a proper disposition of the grievance and shall reply in writing by the end of the tenth (10th) work day following the date of submission, except for grievances brought under Section 1 (D), where the reply shall be in writing by the end of the fifth (5th) working day following the date of submission.

For all grievances as defined in Section 1(c), no monetary award shall in any event cover any period prior to the date of the filing of the Step I grievance unless such grievance has been filed within thirty (30) days of the assignment to the alleged out-of-title work.

Step II(a) An appeal from an unsatisfactory determination at Step I, except for an appeal brought under Section 1(d), shall be presented in writing to NYC H+H's Director of Labor Relations. The appeal must be made within ten (10) working days of the receipt of the Step I determination. NYC H+H's Director of Labor Relations or his designated representative, if any, may meet with the Employee and/or the Committee for review of the grievance and shall in any event issue a determination in writing by the end of the tenth (10th) workday following the date on which the appeal was filed.

Step II(b) An appeal from an unsatisfactory determination at Step I in regard to a grievance brought under Section 1(d) must be brought within fifteen (15) days of receipt of the Step I determination to the House Staff Affairs Committee of the Medical Board for evaluation and determination. An HSO and/or CIR appealing to the House Staff Affairs Committee shall be given advance written notice of when the House Staff Affairs Committee will consider the appeal. The House Staff Affairs Committee will render a written decision and provide it to the HSO and/or CIR. All decisions of the House Staff Affairs Committee may be reviewed by the Medical Board. If the Medical Board reviews the case, advance notice and a written decision will be provided the HSO and/or CIR. The decision of the Medical Board in all such matters shall be final.

Step III An appeal from an unsatisfactory determination at Step II(a) may be filed by the Committee with the Office of Collective Bargaining for impartial arbitration within thirty (30) days of receipt of the Step II(a) decision. NYC H+H shall have the right to appeal any grievance determination under Section 1, except for grievances brought under Section 1(d) directly to arbitration. Such appeal shall be filed within thirty (30) days of the receipt of the determination being appealed. The Committee and/or NYC H+H shall commence such arbitration by submitting a written request therefor to the Office of Collective Bargaining. A copy of the notice requesting impartial arbitration shall be forwarded to the opposing party. The arbitration shall be conducted in accordance with the Consolidated Rules of the Office of Collective Bargaining, except that each party shall be separately responsible for any costs or fees of any member of the arbitration board selected by such party, other than the impartial arbitrator. The costs and fees of such arbitration shall be borne equally by the Committee and the Employer. The determination or award of the arbitrator or the arbitration board noted in Section 8 of this Article shall be final and binding and shall not add to, subtract from, or modify any contract, rule, regulation, authorized existing policy, or order mentioned in Section 1(b) and 1(c) of this Article existing at the time the grievance arose.

Section 3.

As a condition to the right of the Committee to invoke impartial arbitration set forth in this Article, the Employee or Employees and the Committee shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the Employee or Employees and the Committee to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.

Any grievance of a general nature affecting a large group of HSOs and which concerns the claimed misinterpretation, inequitable application, violation, or failure to comply with the provisions of this Agreement shall be filed at the option of the Committee at Step II(a) of the grievance procedure, without resort to the previous step.

Section 5.

If the Employer exceeds any time limit prescribed at any step in the grievance procedure, the grievant and/or the Committee may invoke the next step of the procedure, except, however, that only the Committee may invoke impartial arbitration under Step III.

Section 6.

The Employer shall notify the Committee in writing of all grievances filed by HSOs, all grievance hearings, and all determinations. The Committee shall have the right to have a representative present at any grievance hearing and shall be given forty-eight (48) hours' notice of all grievance hearings.

Section 7.

Each of the steps in the grievance procedure, as well as time limits prescribed at each step of this grievance procedure, may be waived by mutual agreement of the parties.

Section 8.

At the request of both parties after the appointment of an arbitrator, or at the request of one party and the arbitrator, there shall be constituted a tripartite arbitration board consisting of the impartial arbitrator, a physician or dentist designated by the Committee, and a physician or dentist designated by NYC H+H. The arbitrator shall be the chairperson and presiding member of the arbitration board and shall be the only voting member of the arbitration board. The determination or award of the arbitration board shall be final and binding and shall not add to, subtract from, or modify any contract, rule, regulation, authorized existing policy, or order mentioned in Section 1(b) and 1(c) of this Article existing at the time the grievance arose.

Section 9.

The grievance and arbitration procedure contained in this agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing the arbitrator's award in court.

Section 10.

HSOs may be assisted at all stages of the procedures herein set forth in this Article by representatives of the Committee.

ARTICLE XVII - DISCIPLINARY ACTION

Section 1.

HSOs shall have the right to a hearing before being subject to disciplinary action except as hereinafter provided. There shall be no disciplinary action taken against an HSO except for cause and pursuant to and after completion of the procedures herein provided. Notwithstanding the provisions of Section 6(d) below, when a charge of failure to complete delinquent charts is sustained

following proper notice and hearing as below, the proposed discipline may be implemented before the completion of those procedures by the Hospital Executive Director when it is a reprimand or by the Corporate Director of Labor Relations when it is other than a reprimand.

Section 2.

It is understood that an HSO may be reassigned from medical responsibilities without a hearing when the HSO's continued presence is deemed to risk the successful operation of the hospital. Following such reassignment by either the Chief of Service or the Executive Director of the hospital, the Committee shall have the right to an immediate appeal to an arbitrator or arbitration board as hereinafter provided.

Section 3.

When disciplinary action against an HSO is contemplated either by a Chief of Service or Executive Director, written charges and proposed disciplinary action shall be presented by the Executive Director to the Committee and to such HSO, who shall be notified of the HSO's right to appear before the Executive Director or duly designated representative for the purpose of an informal hearing before such Executive Director or designee. The Executive Director shall have the right to affirm, rescind, or modify the charges and/or proposed action after such informal hearing.

Section 4.

In the event that the Executive Director does not rescind the charges and proposed disciplinary action, the HSO or Committee shall appeal to NYC H+H Director of Labor Relations or the Director's designee who will hold a conference with the HSO and the Committee. The Director shall issue a determination in writing to the HSO and the Committee affirming, rescinding or modifying the charges and the proposed disciplinary action.

Section 5.

The proposed decision of NYC H+H Director of Labor Relations shall become final unless the Committee requests in writing to the Office of Collective Bargaining, with simultaneous notice to NYC H+H and the Executive Director, within 10 days after the receipt of the decision of NYC H+H Director of Labor Relations, that said decision be submitted to arbitration pursuant to this Article XVII.

Section 6.

- a. Arbitration hereunder shall determine whether just cause or basis exists to sustain the charges and, if so, whether there is just cause or basis for the proposed disciplinary action. The arbitrator shall be authorized to accept, reject, or modify the charges or proposed disciplinary action. The determination or award of the arbitration shall be final and binding and shall not add to, subtract from, or modify any contract, or any rule, regulation, existing authorized policy, or order mentioned in Section 1 (b) and (c) of Article XVI existing prior to the notice provided by Section 3 hereof.
- b. Arbitration hereunder shall be conducted in accordance with the Consolidated Rules of the Office of Collective Bargaining, except as modified in (c) of this Section. The costs and fees

of such arbitration shall be borne by the Committee and NYC H+H as provided in Article XVI, Section 2.

- c. At the request of both parties after the appointment of an arbitrator, or at the request of one party and the arbitrator, there shall be constituted a tripartite arbitration board consisting of the impartial arbitrator, a physician or dentist designated by the Committee, and a physician or dentist designated by NYC H+H. The arbitrator shall be the chairperson and presiding member of the arbitration board and shall be the only voting member of the arbitration board. The determination or award of the arbitration board shall be final and binding and shall not add to, subtract from, or modify any contract, rule, regulation, authorized existing policy, or order mentioned in Section 1 (b) and (c) of Article XVI existing prior to the notice provided by Section 3 hereof.
- d. No disciplinary action shall be imposed upon an HSO until said action has become final pursuant to Section 5 hereof or said action has been subject to a determination and award in arbitration pursuant to Section 6 hereof.

Section 7.

The Hospital will arrange the schedules of HSOs who are involved in disciplinary or grievance procedures so as to permit reasonable time off.

ARTICLE XVIII - PROHIBITION AGAINST DISCRIMINATION

No NYC H+H institution shall discriminate against an HSO on account of race, color, creed, national origin, place of medical education, sex, sexual orientation, affectional preference, or age in any matter of hiring or employment, housing, credit, contracting, provision of service, or any other matter whatsoever. Further, in relation to equal employment opportunity in city employment and training for physically handicapped individuals, NYC H+H shall follow the procedures set forth in the Mayor's Executive Order No. 14, dated May 21, 1974. Standards and policies affecting HSOs for provision of facilities shall be justly applied to all HSOs.

ARTICLE XIX – LOUNGES

NYC H+H's Vice President for Corporate Affairs shall issue a memorandum within thirty (30) days of the Financial Control Board's approval of the Contract to the Hospitals' Executive Directors directing them to ascertain if lounge space can be made available for utilization by HSOs. If lounge space can be made available, the Executive Director, in conjunction with the House Staff Affairs Committee in each hospital, shall prepare a proposal recommending designation of such space for House Staff lounges. Subject to the availability of funds and the concurrence of the Executive Director, the proposal shall also recommend reasonable measures to be taken to make the lounge area clean and secure and to set forth a projected timetable for completion. Implementation of such proposals shall be within sixty (60) days after the concurrence of the Executive Director.

ARTICLE XX - NO STRIKES

Neither the Committee nor any Employee shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass resignations.

ARTICLE XXI – MISCELLANEOUS

Section 1. Interest Payments

Interest on wage increases shall accrue at the rate of three percent (3%) per annum from one hundred twenty (120) days after execution of the applicable Contract or one hundred twenty (120) days after the effective date of the increase, whichever is later, to the date of actual payment. Interest accrued shall be payable only if the amount of interest due to an individual HSO exceeds five dollars (\$5).

Section 2. Translators

Each NYC H+H Hospital will make reasonable efforts to provide or compile a list of available personnel to act as translators.

Section 3. Bulletin Boards

Each NYC H+H Hospital will provide bulletin board space for use by the Committee and conference rooms, at the Committee's request, for House Staff meetings related to the Hospital or NYC H+H.

Section 4. Rotations

- a. The parties recognize that rotation between the payrolls of NYC H+H and NYC H+H affiliates is a special concern of this unit and that, on occasion, it affects rotating House Staff Officers in various ways, including such areas as payroll lag, work week computation for pay purposes, reapplication for or redesignation of benefits, and requirements for obtaining benefits. A joint labor-management committee, consisting of representatives of NYC H+H (including the facilities involved) and the CIR shall meet as needed to discuss these and related problems and to monitor the effectiveness of any changes which may result from such discussions.
- b. The NYC H+H will notify the CIR on a periodic basis, but no less than once a year, of the malpractice insurance coverage provided to Corporate House Staff Officers upon their rotation to non-NYC H+H facilities.

Section 5. Access to Files

Each HSO shall have access, upon the HSO's request, to the HSO's personnel files. The HSO shall have the right to place in the HSO's file the HSO's response to any evaluatory statement in the HSO's personnel file. In addition, NYC H+H will allow to each HSO such rights as are provided in Article X of the 1995-2001 Citywide Agreement.

Section 6. Personal Security

NYC H+H shall make reasonable efforts to provide for the personal security of HSOs working in the facilities of NYC H+H. The remedy for any claimed violation shall be as provided in Article XIV, Section 2(e) and (f), of the 1995-2001 Citywide Agreement.

Section 7. Uniforms

Each HSO shall be assigned six serviceable uniforms at all times. At the conclusion of the HSO's employment by NYC H+H the HSO shall return all such uniforms.

Section 8. Payroll Lag

NYC H+H shall have the right to initiate a payroll lag of one week for all HSOs covered by this agreement in accordance with a schedule to be determined by NYC H+H.

Section 9. Depository Checks

The City may eliminate its depository check cashing accounts.

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 personnel and labor relations will issue a memorandum to NYC H+H facilities requesting that they provide to CIR notice of the scheduling of orientation sessions for new House Staff. This is to enable the CIR, within the time and manner allotted by the institution for this purpose, to disseminate information concerning the CIR and its benefits to the new House Staff.

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 NYC 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 between March 15th and July 1st, a listing of House Staff by job class number, home address when available, and Social Security number as of December 31st of the preceding year.

Section 12. Computer Tapes

Upon request, NYC H+H will provide computer tapes to CIR for which CIR will pay a one-time development fee and an on-going production fee.

Section 13. Prescription Medication

Pursuant to Operating Procedure 140-9, prescription medication shall be available to House Staff Officers through the facility pharmacy, except that, when the Employee Health Service is closed, the prescription may be written by any licensed physician other than the House Staff Officer.

Section 14. Health & Safety Committees

The NYC H+H will issue a memorandum to its facilities stating that CIR should be a member of the facility Labor-Management Health and Safety Committee established pursuant to Article XIV, Section 2(d), of the 1995-2001 Citywide Contract or any successor agreement thereto.

Section 15. Meals

- a. NYC H+H 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 .11% Additions-to-Gross funding per 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.

Section 16. Health Care Flexible Spending Account

- a. The parties agree that the following provisions from the 1993 Municipal Coalition Agreement shall remain in full force and effect, except as otherwise modified by provisions of the 2000 DC37 Memorandum of Economic Agreement and Appendices.
- b. A flexible health care spending account shall be established pursuant to Section 125 of the IRS code after July 1993. Those employees eligible for New York City health plan coverage as defined on page 32, section 4(B) of the 1992 New York City Health Summary Program Description shall be eligible to participate in the account. Participating employees shall contribute at least 260 dollars per year up to a maximum of \$5,000 per year. Said contribution minimum and maximum levels may be modified by the MLC Health Advisory Committee based on experience of the plan. Any unfunded balance may be deducted from final salary payments due an employee.
- c. Expenses of the account shall include but not be limited to deductibles, co-insurance, co-payments, excess expenses beyond plan limits, physical exams and health related transportation costs for vision, dental, medical and prescription drug plans where the employee and dependents are covered. In no case will any of the above expenses include those non-deductible expenses as defined as non-deductible in IRS Publication 502.

- d. An administrative fee of \$1.00 per week for the first year shall be charged for participation in the program. An employee's participation in the account is irrevocable during a plan year. At the close of the plan year any excess balance in an employee's account will not be refunded.

Section 17. New Resident Differential

Each July 1 all Residents new to NYC H+H on that date, excluding Fellows and residents immediately transferring from another payroll, will receive a lump sum payment of \$550 gross pay.

Section 18. Required Courses and Exams

- a. NYC H+H shall, within the NYC H+H system, provide and pay for Advanced Cardiac Life Support (including Pediatric Advanced Life Support), Basic Life Support, and/or Advanced Trauma Life Support classes and materials for House Staff who are required to have such certification(s) and recertification(s). If the course is not offered at the HSO's own NYC H+H facility, the House Staff Officer can attend the course offered at another NYC H+H 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. NYC H+H shall continue, in accordance with past practices, to pay for all required in-service exams within the NYC H+H System for House Staff Officers.

ARTICLE XXII - COMMITTEE ACTIVITY

Time spent by HSO representatives in the conduct of labor relations with the City and on Committee activities shall be governed by the terms of Executive Order No. 75, as amended, dated March 22, 1973, entitled "Time Spent on the Conduct of Labor Relations between the City and Its Employees and on Union Activity," or any successor thereto. Pursuant to agreement of the parties, effective 7/1/05 no House Staff Officer will be eligible for full-time release pursuant to Executive Order 75.

ARTICLE XXIII – BEEPERS

Section 1.

A committee consisting of representatives of the Central Offices of the Vice President responsible for medical affairs, the Vice President responsible for finance, and the Vice President responsible for personnel/labor relations will be established to review issues concerning beepers used by House Staff. This committee will consider comments and proposals for beepers submitted in writing by House Staff Officers (employed by NYC H+H) or by the Committee of Interns and Residents. The committee will make recommendations for guidelines and beepers to be used in corporate facilities.

Section 2.

Complaints that failure to issue a beeper causes a hardship to an individual House Staff Officer or Officers during Corporate employment shall be presented in writing by the House Staff Officer(s) or the Committee of Interns and Residents to the Chief of Service involved, with a detailed statement of the hardship. The Chief of Service shall make a determination within fifteen (15) working days and shall respond to the House Staff Officer(s) or Committee of Interns and Residents by memorandum. The decision of the Chief of Service is final and binding and is not subject to the contractual grievance procedure or arbitration.

ARTICLE XXIV- MOTOR VEHICLE IDENTIFICATION

NYC H+H will establish a procedure for the issuance of a motor vehicle identification sign suitable for display in a car visor or windshield which will identify the House Staff Officer as a Resident employed by NYC H+H. NYC H+H will notify the Department of Traffic of the meaning of the sign.

ARTICLE XXV - SAVING CLAUSE

In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

ARTICLE XXVI - FINANCIAL EMERGENCY ACT

The provisions of this Agreement are subject to applicable provisions of law, including the New York State Financial Emergency Act for the City of New York as amended.

ARTICLE XXVII - ATTACHMENTS

The attachment(s), if any, appended hereto shall be deemed a part of this Agreement as if fully set forth herein.

ARTICLE XXVIII - TERMINATION AND RENEWAL

Section 1.


This Agreement shall be in full force and effect for eighty-eight (88) months until February 25, 2018, and shall continue in effect and be automatically renewed from year to year thereafter until either party gives notice in writing to the other at least ninety (90) days but not more than one hundred twenty (120) days prior to the expiration date, or of any extension thereof, of its desire to terminate or modify this Agreement.

Section 2.

It is understood by the parties that the matter of pyramidal structure is an open item not settled by this Agreement. It is further understood that with respect to this item each party retains their respective rights and this Agreement does not constitute a bar.

WHEREFORE, we have hereunto set our hands and seals this ____ day of _____, 2017

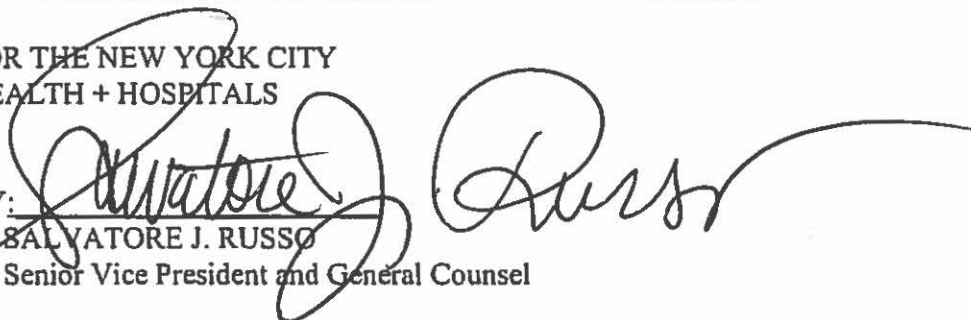
FOR THE CITY OF NEW YORK

BY: 
ROBERT W. LINN
Commissioner of Labor Relations

FOR THE COMMITTEE OF INTERNS &
RESIDENTS

BY: 
DR. EVE KELLNER
President

FOR THE NEW YORK CITY
HEALTH + HOSPITALS

BY: 
SALVATORE J. RUSSO
Senior Vice President and General Counsel

DATE: April 5, 2017
UNIT: Intems & Residents
TERM: October 26, 2010 through February 25, 2018

OFFICE OF LABOR RELATIONS
REGISTRATION
OFFICIAL CONTRACT

NO: 17004

DATE: APR 05, 2017

2010-2018 AGREEMENT

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NEW YORK CITY HEALTH AND HOSPITALS CORPORATION

125 Worth Street • Room 502 • New York • New York • 10013-4007
212-788-3669 • Fax: 212-788-5483 • E-mail: frank.cirillo@nychhc.org

Frank J. Cirillo
Senior Vice President, Operations
Chief Operating Officer

A

L. Toni Lewis, M.D., President
Committee of Interns and Residents
520 8th Avenue, Suite 1200
New York, New York 10018

Dear Dr. Lewis:

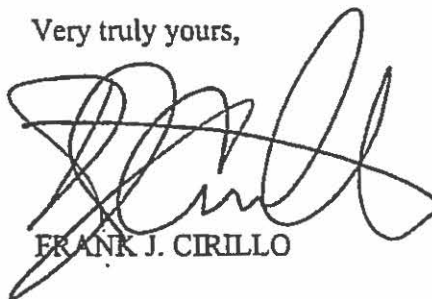
This is to confirm our agreement that the parties will continue the joint HHC/CIR Affirmative Action Committee ("AAC"). The AAC shall include representatives of the Committee of Interns and Residents (CIR) and the Central Offices of the Vice Presidents responsible for Medical and Professional Affairs and Corporate Affairs, as well as the HHC Office of Affiliations. The AAC will study the recruitment and retention of minority House Staff Officers and may make recommendations regarding such recruitment and retention and other affirmative action issues.

The Health and Hospitals Corporation will provide the AAC with available statistics and information regarding recruitment and retention of minority House Staff Officers at its facilities and information necessary to monitor and review affirmative action issues. The AAC shall meet quarterly; however, it may also be convened at the written request of either party.

In accordance with Article VII, Section 4(j) of the 2008-2010 Interns and Residents Agreement, surplus funds from the on-call coverage pool may be used to support such affirmative action activities for medical students and House Staff at HHC facilities as may be agreed to by HHC and CIR.

The matters set forth herein shall take effect upon the date of date of execution of the 2008-2010 Interns and Residents Agreement.

Very truly yours,



FRANK J. CIRILLO

B

Frank J. Cirillo
Senior Vice President, Operations
Chief Operating Officer

L. Toni Lewis, M.D., President
Committee of Interns and Residents
520 8th Avenue, Suite 1200
New York, New York 10018

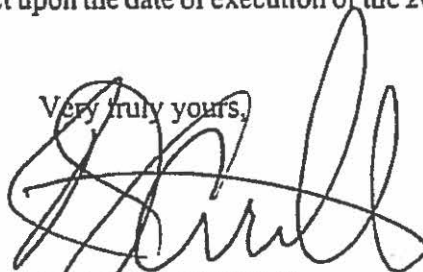
Dear Dr. Lewis:

A Security Issues Committee shall be established at each Health and Hospitals facility to consider security issues which relate to the personal security of hospital employees. The Security Issues Committee will include a representative of the Committee of Interns and Residents (CIR), and will be chaired by the institution's Director of Security, or the designee of the institution's Executive Director. The chairperson of the committee will make a report and recommendation to the Executive Director on employee personal security issues which have been submitted to the committee. Where there is an existing committee in a facility with jurisdiction over employee security issues, the committee will continue to consider such matters and will include a CIR representative, and no new committee will be established.

The parties recognize that, due to the unique circumstances of House Staff work hours, schedules, and assignments, there are issues of particular concern to House Staff Officers related to personal and property security. Accordingly, the Corporation's Assistant Vice President for Security shall meet with representatives of the CIR to discuss such concerns and any comments and proposals submitted by CIR to address them. The Assistant Vice President shall conduct such study or review of these items as may be appropriate and shall, as soon as practicable but not later than ninety (90) days after any such meeting, report his findings and recommendations, a copy of which shall be sent to the CIR.

The matters set forth herein shall take effect upon the date of execution of the 2008-2010 Interns and Residents Agreement.

Very truly yours,



FRANK J. CIRILLO

Frank J. Cirillo
Senior Vice President, Operations
Chief Operating Officer

C

L. Toni Lewis, M.D., President
Committee of Interns and Residents
520 8th Avenue, Suite 1200
New York, New York 10018

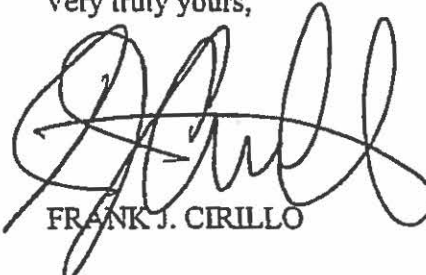
Dear Dr. Lewis:

The parties to this agreement recognize that the timely completion of charts is in the best interests of the Corporation, the patients whom it serves, and its employees. Nevertheless, the duties of House Staff Officers often result in delaying the completion of charts. It is therefore agreed that a committee will investigate and study the reasons for delaying the completion of charts and propose solutions therefor.

The Committee shall consist of representatives of the Committee of Interns and Residents and the Central Offices of the Vice Presidents responsible for Medical and Professional Affairs and Corporate Affairs.

The matters set forth herein shall take effect upon the date of execution of the 2008-2010 Interns and Residents Agreement.

Very truly yours,



FRANK J. CIRILLO



D

Frank J. Cirillo
Senior Vice President, Operations
Chief Operating Officer

L. Toni Lewis, M.D., President
Committee of Interns and Residents
520 8th Avenue, Suite 1200
New York, New York 10018

Dear Dr. Lewis:

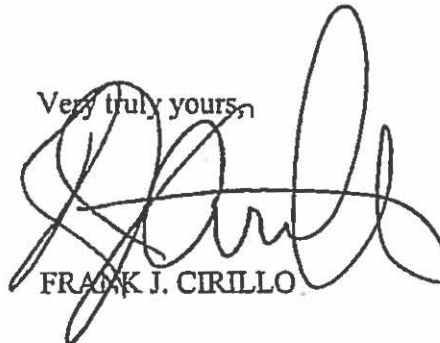
In the interest of fostering sound labor relations the Corporation will form labor/management committees at either the corporate level or facility level, as appropriate, to discuss the topics set forth below. It is understood that these labor-management committees are not intended to bypass the grievance procedure or alter the rights or obligations of either party under the contract.

1. Although the parties have agreed that the following matters are outside the scope of the 2000-2002 Interns and Residents Agreement, the Corporation or its facilities, through its appropriate officials, and the Committee of Interns and Residents will meet from time to time, at the request of either party, to discuss any one or more of these subjects in order to clarify and promote the mutual interest therein:
 1. The content and structure of House Staff training programs and changes therein, within applicable standards and guidelines.
 2. Staffing and staffing patterns at a hospital including but not limited to the number of House Staff Officers, the effect on workloads of House Staff Officers, and the level of patient care.
 3. Patient care facilities, including but not limited to the effect on House Staff training programs, workloads of House Staff Officers, and the level of patient care.
 4. The impact of patient admission policies on House Staff Officers.
 5. Orientation programs for new House Staff Officers.
2. The Corporation has agreed form labor/management committees at either the corporate level or facility level, as appropriate, where the issues set forth below may be discussed:
 1. The on-call coverage pool.
 2. Rotational payroll issues.

3. The impact of financial restructuring and other outside changes.
4. The provision of parking for House Staff Officers in close proximity to their work locations, including increasing House Staff access to on-street parking and the priority of House Staff Officers in a facility's "Order of Parking."
5. Problems related to on-call rooms and lounges (space requirements, shower facilities, and location of rooms).
6. The needs of House Staff for lockers and the availability of space and equipment including the development of a plan for the provision and location of lockers, as feasible and appropriate.
7. The provision of private consultation rooms.
8. Procedures to provide rapid access to medications for the benefit of timely care to patients.

Each Hospital will exercise its best efforts to resolve problems identified, in accordance with mutually agreeable priorities for the respective institution. In addition, the Corporation will consider such issues when engaging in capital planning. Either party may request the presence of other individuals whose attendance may assist in the resolution of such problems.

The matters set forth herein shall take effect upon the date of execution of the 2008-2010 Interns and Residents Agreement.

Very truly yours,

FRANK J. CIRILLO

Frank J. Cirillo
Senior Vice President, Operations
Chief Operating Officer

E

L. Toni Lewis, M.D., President
Committee of Interns and Residents
520 8th Avenue, Suite 1200
New York, New York 10018

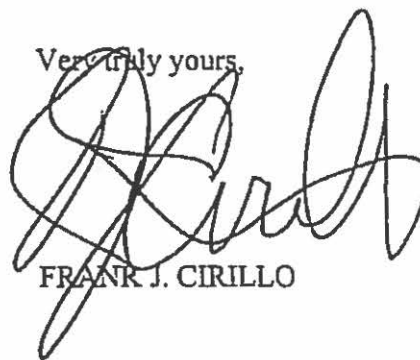
Dear Dr. Lewis:

This is to confirm the agreement between the City of New York and the New York City Health and Hospitals Corporation and the Committee of Interns and Residents that the HHC will continue to provide Hepatitis B vaccine to Corporation-employed House Staff Officers who request the vaccine.

The cost to the Corporation for the vaccine shall not exceed \$50,000 during the term of this contract. Any cost for the vaccine beyond \$50,000 during the term of this contract shall be borne by the House Staff Benefits Plan of the Committee of Interns and Residents, which shall reimburse the Corporation for any such costs in excess of \$50,000.

The matters set forth herein shall take effect upon the date of execution of the 2008-2010 Interns and Residents Agreement.

Very truly yours,



FRANK J. CIRILLO

Frank J. Cirillo
Senior Vice President, Operations
Chief Operating Officer



L. Toni Lewis, M.D., President
Committee of Interns and Residents
520 8th Avenue, Suite 1200
New York, New York 10018

Dear Dr. Lewis:

Please be advised that all House Staff Officers in Health and Hospitals Corporation facilities shall be permitted to participate in any existing facility day care programs on the same basis as HHC employees.

Please keep the Corporation's Office of Labor Relations informed of any recurring problems in House Staff Officer participation.

The matters set forth herein shall take effect upon the date of execution of the 2008-2010 Interns and Residents Agreement.

Very truly yours,



FRANK J. CIRILLO

Salvatore J. Russo
Senior Vice President and
General Counsel
Legal Affairs
125 Worth Street, Suite 527
New York, NY 10013
salvatore.russo@nychhc.org
212-788-3300

G

Committee of Interns & Residents
Eighth Avenue, Suite 1200
New York, NY 10018

NYC Office of Labor Relations
40 Rector Street, 4th Floor
New York, NY 10006

Re: Payments in Lieu of Retroactive Pay

Dear Dr. Kellner and Mr. Linn:

This letter is to confirm certain understandings between the parties as specified in Section 4 of the 2010-2018 Memorandum of Agreement between the Committee of Interns and Residents (CIR), NYC Health and Hospitals (NYC H+H) and the City of New York (City). The parties agree that in lieu of retroactive payments to current and former members of the CIR for any period prior to July 1, 2014, the following payments will be made by NYC H+H;

i. Creation of, and Initial Lump Sum Funding for a Childcare Fund

No later than July 1, 2015, NYC H+H 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, NYC H+H shall have no responsibility or liability for the administration or oversight of this benefit nor will NYC H+H be responsible for additional funding beyond what is contractually obligated. Continued funding of the Childcare Fund shall be in accordance with Article IX of the 2010-2017 Collective Bargaining Agreement between the parties.

ii. Lump Sum Funding for the Patient Care Trust Fund

As soon as is practicable following ratification of the 2010-2018 Memorandum of Agreement, CIR-NYC H+H-City, 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. 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.

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 NYC H+H and was a member of the CIR bargaining unit; and; (b) on the date the 2010-2018 Memorandum of Agreement, CIR-NYC H+H-City was ratified, the resident was employed by NYC H+H and was a member of the CIR. The parties have mutually identified [1,249] residents who are eligible to receive a payment in accordance with these eligibility rules.

Payments from the dedicated lump sum fund shall be made as soon as practicable following the ratification of this agreement. Payments to the [1,249] eligible residents shall be calculated from a total of \$890,000, inclusive of all payroll taxes, as explained below.

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.

iv. 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.

Such residents must be identified within six months of the ratification of the 2010-2018 Memorandum of Agreement, CIR-NYC H+H-City.

Payments from the reserve fund shall be determined and made no sooner than six months and one business day following the ratification of 2010-2018 Memorandum of Agreement, CIR-NYC H+H-City; and no later than as soon as practicable following six months and one business day following ratification of the 2010-2018 Memorandum of Agreement, CIR-NYC H+H-City.

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 NYC H+H or the City are obligated to provide additional funding or to increase the size of the dedicated lump sum fund, and payments to residents out of the \$40,000 shall be recalculated in small pro-rata amounts so as not to exceed \$40,000, inclusive of any payroll taxes.

NYC H+H 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] eligible residents, and who was also not identified in the six months following ratification and was paid out of the \$40,000 reserve fund.

Six months after the ratification of this agreement any unused portion of the \$40,000 reserve fund shall be paid to the Patient Care Trust Fund.

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.

v. Indemnification

The Committee of Interns and Residents 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.

NYC H+H 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, NYC H+H, 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.

The CIR agrees to indemnify the City and NYC H+H 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.


Very truly yours,


SALVATORE J. RUSSO

FOR THE COMMITTEE OF INTERNS &
RESIDENTS

BY 
EVE KELLNER, M.D.
President

FOR THE CITY OF NEW YORK

BY 
ROBERT W. LINN
Commissioner of Labor Relations





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,

A handwritten signature in black ink, appearing to read "R. W. Linn", written over a horizontal line.

Robert W. Linn
Commissioner

Agreed and Accepted on behalf of the Municipal Labor Committee

BY: 
Harry Nespoli, Chair