



Collective Bargaining Agreement

Between

Kingsbrook Jewish Hospital Center

and the

Committee of Interns and Residents/SEIU

January 1, 2011 – December 31, 2013

Committee of Interns and Residents (CIR)

National Affiliate of Service Employees International Union (SEIU)

The Committee of Interns and Residents/SEIU (CIR/SEIU) represents over 13,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California, New Mexico and Puerto Rico. Collective bargaining agreements cover both public and private sector hospitals.

Founded in 1957, CIR/SEIU is affiliated with the Service Employees International Union (SEIU), a 2.1 million member union in the U.S., Puerto Rico and Canada including 1,000,000 members in the health-care field.

This collective bargaining agreement, negotiated by CIR/SEIU members at Kingsbrook Jewish Hospital Center, provides for salaries, leave time, a due process procedure in disciplinary cases, a grievance procedure, and other issues of concern to Housestaff.

Know your rights and benefits – read your CIR contract!

To contact your CIR organizer, call or write:

Committee of Interns and Residents/SEIU
520 Eighth Avenue, Suite 1200
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ph (212) 356-8100 or (800) CIR-8877

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To contact the Voluntary Hospital House Staff Benefits Plan, call or fax:

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Collective Bargaining Agreement

TABLE OF CONENTS

ARTICLE I	RECOGNITION	2
ARTICLE II	CIR SECURITY	2
ARTICLE III	WAGES	3
ARTICLE IV	MEALS	6
ARTICLE V	HEALTH AND WELFARE BENEFITS	7
ARTICLE VI	VACATIONS	9
ARTICLE VII	MALPRACTICE INSURANCE	9
ARTICLE VIII	ON-CALL ROOMS	9
ARTICLE IX	LOUNGE	10
ARTICLE X	LAUNDRY	11
ARTICLE XI	EMPLOYEE'S SECURITY	11
ARTICLE XII	LEAVE TIME	11
ARTICLE XIII	MEDICAL/DENTAL STAFF REPRESENTATION	16
ARTICLE XIV	GRIEVANCE PROCEDURE	16
ARTICLE XV	DISCIPLINARY ACTION	17
ARTICLE XVI	INDIVIDUAL CONTRACTS	19
ARTICLE XVII	LAYOFF, RECALL, SEVERANCE FOR HOUSE PHYSICIANS	19
ARTICLE XVIII	WORK SCHEDULES	20
ARTICLE XIX	HOSPITAL PREROGATIVES	20
ARTICLE XX	NO STRIKE, NO LOCKOUT	21
ARTICLE XXI	PROHIBITION AGAINST DISCRIMINATION	21
ARTICLE XXII	ANCILLARY SERVICES	21
ARTICLE XXIII	EDUCATIONAL MATERIALS ALLOWANCE	22
ARTICLE XXIV	LABOR MANAGEMENT COMMITTEE	22
ARTICLE XXV	QUALITY IMPROVEMENT	23
ARTICLE XXVI	ACQUISITION	23
ARTICLE XXVII	MISCELLANEOUS	24
ARTICLE XXVIII	SEVERABILITY	25
ARTICLE XXIX	TERMINATION AND RENEWAL	25

Collective Bargaining Agreement

AGREEMENT made as of the 20th day of April, 2011 and entered into by and between Kingsbrook Jewish Medical Center (hereinafter referred to as the "Hospital") and the Committee of Interns and Residents/*SEIU Healthcare* (hereinafter referred to as the "CIR") for the thirty-six (36) month period from January 1, 2011 to December 31, 2013.

ARTICLE I

RECOGNITION

1. The Hospital recognizes the CIR as the sole and exclusive collective bargaining representative for the titles Resident, Chief Resident, Fellows, and House Physicians employed by the Hospital. Persons in such titles are hereinafter collectively referred to as "House Staff Officer."
2. It is not the intention of the Hospital to utilize volunteers to undermine the rights of the House Staff Officers covered by the collective bargaining agreement.

ARTICLE II

CIR SECURITY

1. All House Staff Officers covered by this agreement shall, as a condition of employment, either:
 - a) become and remain members of the CIR in good standing during the term of their employment, it being understood that membership in good standing on the part of a House Staff Officer shall mean the tender by such House Staff Officers of the periodic dues uniformly required as a condition of membership, or
 - b) pay an agency fee to the CIR equal to the dues uniformly required as a condition of employment.
2. No discrimination or reprisal shall be visited against any such House Staff Officers by either party based upon membership or non-membership in the CIR.
3. The CIR shall have the exclusive right to check off and transmittal of dues on behalf of each employee in the unit, said dues to be checked off monthly from the paycheck of each House Staff Officer, pursuant to the directives of the CIR in such amounts as the CIR shall establish.
4. It is specifically agreed that the Hospital assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the CIR hereby agrees that it will hold the Hospital

Collective Bargaining Agreement

- harmless from any claims, actions or proceedings by any House Staff Officer arising from deductions made by the Hospital hereunder. Once the funds are remitted to the CIR, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the CIR.
5. As soon as practical following the execution of this agreement and following July 1st of each year thereafter, the Hospital shall forward to the Executive Director of the CIR a list of House Staff Officers in the bargaining unit at the Hospital, compiled from the Hospital's records, which list shall include names, and designation by post graduate years, and fellowship titles, if any, and home or mailing address where authorized. Changes to such list shall be forwarded to the CIR monthly.
 6. Newly hired House Physicians shall be considered probationary for a period of six (6) months from the date of employment, excluding time lost for sickness and other leaves of absence. During or at the end of the probationary period, the Medical Center may discharge such House Physician, and such discharge shall not be subject to the grievance and arbitration provisions of this Agreement.
 7. Upon receipt of written authorization from a Housestaff Officer in the form annexed hereto, the Hospital shall, pursuant to such authorization, deduct from the wages of said House Staff Officer once a month the sum specified in said authorization and remit same to the CIR/SEIU Political Action Fund as the House Staff Officer's voluntary contribution to such fund.

ARTICLE III

WAGES

1. The appointment of a House Staff Officer shall be based on his/her appropriate Post Graduate Year (hereinafter "PGY"), which shall be determined as follows:
 - a) A House Staff Officer who has not completed at least one year of service in an accredited training program shall be placed at the PGY-1 level.
 - b) A House Staff Officer who has completed one or more years of service in an accredited training program shall be placed at that PGY level which is equal to the number of such years of service plus one (e.g., a House Staff Officer who has completed two years of service in such training program shall be placed at PGY-3). A House Staff Officer required to spend a prerequisite period of service in an accredited training program in a specialty other than that in which he/she is serving shall be classified on the basis of cumulative years of such service, provided, however, that in the event a House Staff Officer changes his/her specialty, he/she shall receive a maximum credit of two years for prior service in such other accredited training program.

Collective Bargaining Agreement

- c) For purposes of determining a House Staff Officer's appropriate PGY level, an "accredited training program" is defined as a training program accredited by the Accreditation Council on Graduate Medical Education, the American Osteopathic Association or the Royal College of Physicians and Dentists of Canada.

A House Staff Officer who, during the term of this Agreement, successfully completes his/her service for a year and is reappointed to serve for an additional year shall be advanced to the next higher PGY level.

3. A year of service in a training program as herein referred to shall mean the year of service in a training program which shall have been certified as having been completed by the appropriate Director of Service.
4. Effective January 1, 2011, each House Staff Officer shall receive a lump sum bonus, equal to 1% of his/her annual salary, which bonus shall not be added to the base rate of pay, as set forth below for the respective PGY levels.

Effective January 1, 2012, each House Staff Officer shall receive a lump sum bonus, equal to 1% of his/her annual salary, which bonus shall not be added to the base rate of pay, as set forth below for the respective PGY levels.

Effective January 1, 2013, each House Staff Officer shall receive a lump sum bonus, equal to 1% of his/her annual salary, which bonus shall not be added to the base rate of pay, as set forth below for the respective PGY levels.

Collective Bargaining Agreement

PGY Level	Current Rate	Effective 04/01/11 1% Bonus	Effective 01/01/12 1% Bonus	Effective 01/01/13 1% Bonus
1	\$59,876	\$599	\$599	\$599
2	\$65,079	\$651	\$651	\$651
3	\$71,223	\$712	\$712	\$712
4	\$73,037	\$730	\$730	\$730
5	\$75,317	\$753	\$753	\$753
5	\$77,201	\$772	\$772	\$772
Chief 2	\$68,766	\$688	\$688	\$688
Chief 3	\$74,911	\$749	\$749	\$749
Chief 4	\$76,725	\$767	\$767	\$767
Chief 5	\$84,651	\$847	\$847	\$847
House Physician	\$116,320	\$1,163	\$1,163	\$1,163
House Physician	\$124,614	\$1,246	\$1,246	\$1,246
House Physician	\$127,108	\$1,271	\$1,271	\$1,271
House Physician	\$143,434	\$1,434	\$1,434	\$1,434

5. Effective 07/01/11, each Chief Resident shall receive for his/her service as such additional pay of \$3,510 for the period of his/her service as Chief Resident.

Effective 07/01/12, each Chief Resident shall receive for his/her service as such additional pay of \$3,598 for the period of his/her service as Chief Resident.

Effective 07/01/13, each Chief Resident shall receive for his/her service as such additional pay of \$3,688 for the period of his/her service as Chief Resident.

- a) A Clinical Fellow is a Fellow who performs clinical out-patient or in-patient services on a regular basis or to a substantial extent. Clinical Fellows shall be compensated as provided in Section 1 through 4 of this Article III.
- b) Research Fellows are Fellows who do not primarily have clinical responsibilities. Said Research Fellows are those Fellows whose presence at the Hospital is either for the purpose of training and research methodology, or engaging in specific research projects and whose support stems from non-budgetary sources. Research Fellows working under a grant shall be paid at the rate established pursuant to the outside grant. The Hospital shall make every effort to apply for funds to cover the above salary levels for Research Fellows, but shall be required to pay no more than the amounts established pursuant to the grants financing the aforesaid financed fellowship.
- c) A Fellow shall be classified either as a Clinical Fellow or a Research Fellow, but not both,

Collective Bargaining Agreement

in any year of his/her service.

6. House Physicians

Current Rate	Effective 1/15/08 3%	Effective 03/01/09 3%	Effective 01/01/10 3%
Limited Permit \$106,449	\$109,643	\$112,932	\$116,320
Licensed \$116,322	119,812	123,406	127,108

ARTICLE IV

MEALS

1. The Hospital shall provide a meal allowance of \$60 bi-weekly. A meal allowance will not be provided during a House Staff Officer's vacation time, or other leave time in excess of one (1) week. House Staff Officers shall be allowed to use their meal allowance in the cafeteria for purchase of hospital food or beverage in any way they see fit. House Staff Officers shall be provided an additional \$6.00 for each on-call or night float assignment. The meal allowance and the additional allowance for calls and night floats shall be entered into the House Staff Officer's identification badge, or other method as established by the Medical Center, to be used in the Hospital Cafeteria (and at "Java Coast," as soon as practicable). Regular meal allowance and on-call allowance shall not be carried over from one two-week period to the next.
2. While on call, House Staff Officers shall remain on duty during meal times and shall take their meals at a time and at places approved by the Hospital.
3. The Cafeteria shall provide sandwiches for House Staff Officers from 1:45 PM until 2:15 PM Monday through Friday. House Staff Officers shall be charged for sandwiches at the regular rate.
4. Reimbursement for meals at the contractual rate shall be provided for residents rotating outside KJMC.

ARTICLE V

Health & Welfare Benefits

Voluntary Hospitals House Staff Benefits Plan

1. The Employer shall make monthly contributions for the purpose of providing health and welfare benefits for each Housestaff Officer employed within the CIR/SEIU bargaining unit and their eligible dependents to the Voluntary Hospitals House Staff Benefits Plan (VHHSBP) on the first day of each month. The contributions shall be made for the purpose of providing each housestaff officer and their eligible dependants with hospital, medical, major medical, dental, life (participant and spouse only), dismemberment (participant only), disability (participant only) coverage and legal services (through CIR Legal Services Plan) and any other benefit as defined in the Summary Plan Description to participants in the VHHSBP, and the VHHSBP shall thereupon provide such benefits ("the covered benefits").

<u>Effective Date</u>	<u>Applicable Monthly Contribution Rate for each Housestaff Officer</u>
May 1, 2011	\$550
January 1, 2012	\$600
January 1, 2013	\$770

2. In addition to the foregoing, the Trustees of VHHSBP will conduct on-going reviews of the financial status of the Plan. The Trustees of the VHHSBP shall be empowered to increase the monthly contribution rate to the VHHSBP, if necessary, in order to maintain current covered benefits and an appropriate reserve. The Trustees of the VHHSBP shall have the authority to determine whether and to what extent an increase in the monthly contribution rate is necessary to maintain current covered benefits and an appropriate reserve in accordance with the Trust Agreement and applicable laws.
3. The dependants of the participant shall be as defined in the VHHSBP Summary Plan Description.
4. The Employer shall furnish VHHSBP with lists of all incoming and terminating residents prior to June 1 of each Plan Year. In addition, the employer shall also furnish VHHSBP with a full list of all Housestaff Officers employed by the hospital twice a year (on or before August 1 and February 1 of each year). The Plan Year is the period from July 1 to June 30. For residents starting or terminating at times other than the Plan Year, lists of newly hired or

Collective Bargaining Agreement

terminated residents are to be made available to VHHSBP within 30 days from the date of the resident is added to the payroll or terminated. The Plan shall have the right to audit the employment records of the Employer, upon reasonable notice, to confirm any information necessary for the proper administration of the Plan and to ensure that the Employer is remitting the appropriate contributions.

4. The Employer shall provide these lists (cited above in paragraph 4) to CIR in an Excel-compatible spreadsheet, either via email or on a disk. The Excel spreadsheet template shall be as follows:

Last Name (family name)

First Name

Middle Name (if any)

Social Security Number

Current PGY Level

Date of Hire

Department

Street Address (multiple lines separated by semicolon ";")

City

State

Zip Code

Email

Home Phone Number

Member/Agency Fee Payer (M for member, A for agency fee payer)

Family Status (S for single and F for family)

Date of Birth

The list shall include a total of all bargaining unit members.

6. The Employer shall make monthly payments to the VHHSBP on the first of the month for which contributions are due. In the even that any required contributions are not paid when due, the Fund shall be entitled to recover interest on such unpaid contributions at the rate of 18% per annum as well as such other amounts and remedies as are available to employee benefit funds under the Employee Retirement Income Security Act, including the recovery of liquidated damages equal to 20% of unpaid contributions.
7. The Employer shall continue to provide New York State Disability Insurance to its Housestaff Officers.

ARTICLE VI

VACATIONS

1. The annual vacation allowance for House Staff Officers employed for a twelve (12) month period shall be four weeks. A House Staff Officer whose individual contract is for a period less than twelve (12) months shall receive a pro-rated vacation allowance. In the event a House Staff Officer voluntarily terminates his/her employment hereunder for reasons other than his/her health, he/she shall repay to the Hospital any vacation pay which he/she received that is in excess of a pro-rated vacation allowance.

When, due to the needs of a given service, it is necessary to limit vacations, they may be limited to the extent of one week only per House Staff Officer at the discretion of his/her Director of Service, and pay for lost vacation shall be granted.

1. House Staff Officers shall be allowed to schedule four (4) consecutive weeks vacation or to divide vacation into shorter periods so long as the vacation request does not interfere with the needs of the department. Requests for split vacations shall not unreasonably be denied.
3. Anything to the contrary herein notwithstanding, pay in lieu of vacation shall be provided in the case of Residents serving their last year of residency, where full Housestaff coverage in the given service cannot, in the discretion of the appropriate Director of Service, be obtained.
4. Effective July 1, 1990, any unused vacation not taken due to employer's restrictions shall be paid at the end of the academic year in which vacation was accrued.

ARTICLE VII

MALPRACTICE INSURANCE

The Hospital shall maintain and shall not reduce the malpractice insurance coverage for House Staff Officers in amounts less than that provided on September 30, 1982. The Hospital shall investigate and on request of the CIR advise such representatives with respect thereto. Such matters shall not be subject to the provisions of Article XV hereof. Questions relating to increases in malpractice insurance coverage existing as of September 30, 1982 shall not be subject to Article XV.

ARTICLE VIII

ON-CALL ROOMS

1. The Hospital shall maintain and may not reduce on-call room facilities comparable to those

Collective Bargaining Agreement

available as of September 30, 1989.

2. The on-call rooms shall be cleaned and maintained daily. The on-call rooms shall have functioning locks for which keys shall be issued to each House Staff Officer. Housestaff will be responsible for cost of a replacement key at \$1 per key. The Hospital shall provide at least two showers for females and two showers for males. New mattresses and pillows will be provided as needed. The hospital will paint the on-call rooms as needed.
3. The Hospital will periodically review security in the on-call rooms area.
4. The Hospital will provide an extra set of linen in each on-call room.
5. The Hospital shall designate and maintain a call room on 6 East for Long Term Care House Physicians. The use of this room is at the sole discretion of the Director of LTCM or his/her designee. If a need exists to use this room for other purposes, the CIR will be notified 30 days in advance. The Medical Center will make its best effort to locate a suitable replacement call-room.

A committee shall be formed to conduct a walk through of the On-Call rooms with the Director of Facilities Management to identify environmental issues for correction.

6. The Hospital shall provide and maintain a computer in the A Resient call room. This computer will include the Wellsoft software, in reading mode only.

The Hospital shall provide and mainain a computer in the Surgery call room.

ARTICLE IX

LOUNGE

1. The Housestaff Lounge shall be for the exclusive use of the Housestaff and other authorized personnel. The Hospital shall provide a refrigerator which is cleaned regularly and properly maintained in working order. The Hospital will install and maintain two telephones with two separate lines. The Hospital will maintain a centrally-wired and ceiling-mounted color T.V. The lounge shall have a functioning air-conditioner and heater. The lounge shall have a functioning combination lock and the combination shall be issued to each House Staff Officer.
2. The Hospital will periodically review security in the lounge area. Concerns regarding the House Staff Lounge on Katz 5, including daily cleaning and changing of linen, the quality of showers, shall be addressed promptly.

ARTICLE X

LAUNDRY

The Hospital shall provide, at a minimum, free laundering of uniforms and shall continue its past practice with regard to furnishing of uniforms.

Effective July 1, 1993, the Hospital will discontinue providing uniform pants.

The Hospital shall provide five (5) lab coats, per week, to Dental Housestaff.

ARTICLE XI

EMPLOYEE'S SECURITY

1. An incumbent resident shall not be prevented from completing his/her residency program because of the Hospital's decision, for budgetary reasons, to reduce the number of residents in the program or to make the program, if it is pyramidal in structure, more pyramidal. The foregoing provisions shall not be construed to affect existing rights of the parties regarding renewal of appointments, except that questions regarding non-renewal of Housestaff appointments may be processed in accordance with Article XV hereof as medical matters.
2. The Hospital will notify each House Staff Officer affected and the CIR:
 - a) Provided that the Hospital is provided with a sixty-day (60) notice that a training program is being discontinued, it shall notify the CIR within sixty (60) days prior to such discontinuance. The employer shall not provide the CIR with less than thirty (30) days notice prior to discontinuing a training program.
 - b) Immediately upon receipt from the ACGME-ADA of any notification regarding non-accreditation or probation or similar change in the professional status of any training program.

ARTICLE XII

LEAVE TIME

(Where the Family Medical Leave Act provides greater benefits, such benefits will apply.)

Section 1. Sick Leave:

- a) The Hospital shall allow to House Staff Officers no fewer than ten (10) days of sick leave per year, cumulative to a maximum of forty-eight (48) days. Sick leave shall accrue annually as of the date of appointment. In the event a House Staff Officer voluntarily terminates his/her

Collective Bargaining Agreement

employment hereunder for reasons other than his/her health, he/she shall repay to the Hospital any sick leave pay which he/she received that is in excess of one day for each month or part thereof for which he/she has been employed.

- b) Disability due to maternity shall be considered as sick leave pursuant to this Section 1.
- c) House Staff Officers disabled for any reason may not have their paychecks stopped or reduced until all available paid leave time is exhausted. N.Y.S. disability checks issued for any period for which a House Staff Officer received paid leave time shall be assigned to the Hospital and may not be substituted for regular paychecks so long as applicable paid leave time is still available.
- d) Effective upon ratification of this agreement, in the event of personal disability, a medical leave of absence may be granted for a period not to exceed six (6) months upon presentation of medical documentation. Such leave shall be granted at the discretion of the appropriate Director of Service and approval will not be unreasonably withheld. House Staff Officers shall be allowed to return to their positions without losing any earned credits for full or partial years of service if the rules and regulations of the HSO's program director and the ACGME/R.R.C. permit such credit.

Section 2. Maternity Leave/Parenthood:

- a) Pregnant housestaff shall be relieved, at their request, from duties that expose them to particularly harmful diseases, radiation, and/or chemicals which may prove medically harmful to either the physician or the fetus.
- b) Adoption shall be treated the same as birth for all appropriate leave time purposes.
- c) A House Staff Officer will be granted two (2) months of unpaid maternity leave from the date of delivery. If disabled due to maternity, this may be extended for a period not to exceed four (4) months, with three (3) weeks notification to the appropriate medical Director of Service and presentation of medical documentation. Approval for such leave shall not be unreasonably denied.
- d) KJMC shall comply with all applicable statutes concerning events covered under the Family Medical Leave Act. Any leave granted under this provision shall utilize accrued time and run concurrent with any other leave afforded the employee.

Section 3. Bereavement Leave:

- a) A House Staff Officer shall be paid at his/her regular pay for three (3) working days absence in the event of the death of his/her parent, spouse, child, brother, sister, grandparent or parent-in-law. Such three days must be taken consecutively within a reasonable time of the day of death or day of the funeral and may not be split or postponed.
- b) Housestaff may use up to five (5) days of accumulated sick leave to extend bereavement leave, if she/he must travel abroad to attend memorial services. Documentation may be required.

Section 4. Exam Leave:

Time off with pay for specialty and/or licensure exams shall be granted up to a maximum of five (5) days with pay per annum.

Section 5. Educational Leave:

- a) House Staff Officers in Medicine and Dental departments shall be eligible for paid education leave and conference allowance as follows:

Board Review Conference during residency:

- i) House Staff Officers in the final year of their residency, Chief Residents and Fellows shall be entitled to three (3) days approved paid leave and a conference allowance of up to \$1,700 to pay for registration and other conference-related expenses.

Board Review Conference after June 30th:

- ii) House Staff Officers wishing to take a board review course in July or August may defer some or all of their conference allowance, providing they have not used conference leave prior to June 30th.
- iii) Such intent to attend Board reviews post employment in July or August will be submitted for payment prior to June 30th. For courses taken after June 30th, the House Staff Officer shall submit registration payment to the board review provider and shall be reimbursed by the Medical Center upon submission of proof of payment and registration.

- b) **Conferences:**

Residents presenting a paper after their first year in this residency, shall be entitled to up to three (3) days paid leave and a conference allowance of up to \$100 per night for lodging,

Collective Bargaining Agreement

\$40 per day for meals, and the actual cost of travel and registration, up to a maximum of \$1,000.

- i) Residents beyond PGY-1 and any Fellows who are first and second preseters of depart mentally approved Poster or Paper shall be reimbursed up to \$1,200 in conference-related expenses and a total of four (4) days paid leave for not more than 1 occasion per year.
- ii) Residents in their final year of residency, who are not presenting a paper, shall be entitled to attend the conference, using up to three (3) days of their own leave time (vacation or personal days) and shall receive a conference allowance of up to \$100 per night for lodging, \$40 per day for meals, and the actual cost of travel and registration, up to a maximum of \$750.

c) Rehabilitation:

Residents in the Department of Rehabilitation shall be elibile for paid education leave and conference allowance as follows:

- i) Orthotics and Prosthetics Course: Residents shall be entitled to attend this two-part course and shall receive a conference allowance of up to \$100 per night for lodging, \$40 per day for meals, and the actual cost of travel and registration, up to a maximum of \$1,500.
- ii) Board Review Course: All residents are entitled to attend one board review course during their residency. Residents shall receive a conference allowance of up to \$100 per night for lodging, \$40 per day for meals, and the actual cost of travel and registration, up to a maximum of \$1,000.

Residents shall be given up to 15 days for both the Orthotics and Prosthetics course and the Board Review course during their residency.

- iii) American Academy of Physical Medicine and Rehabilitation Annual Meeting.
 - iv) Approval for attending conferences as outlined above shall be at the discretion of the Program Director and shall not be unreasonably denied.
- d) Residents in the Department of Orthopedic Surgery shall be eligible for paid education leave and conference allowance as is the current practice on October 1, 1997. See side letter for complete listing of courses, costs and paid leave time allowed.
- e) House Physicians shall be eligible for paid educational leave and a conference allowance as

Collective Bargaining Agreement

follows:

- i) Effective November 1, 2007, House Physicians shall be entitled to four (4) days paid leave and a conference allowance of \$1,200 per contract year, to pay for registration and other conference related expenses.
- ii) Conference allowance and leave time must be used by the end of the contract year and shall not be carried over from one contract year to the next.
- f) The conference allowance will be paid each year not later than thirty (30) days after expense receipts related to attendance at the conference(s) are submitted.

Section 6. Board Exam:

The Hospital shall reimburse the House Staff \$1,000 for the Board Exam in 2011, \$1,200 in 2012, and \$1,400 in 2013. The exam reimbursement shall be paid not later than thirty (30) days after proof of payment has been received.

Section 7. Personal Days:

Each House Staff Officer shall be entitled to the following personal days off with pay each year:

Length of Employment	Number of Days
1st and 2nd yrs. of employment	2 days
3rd yr. of employment	3 days
4th year and over	4 days

When a specific date is requested at least two weeks in advance, such date shall be granted to the House Staff Officer, unless there is a hospital emergency.

Section 8. Holidays:

- a) The past practice with regard to scheduling of House Staff Officers on legal holidays shall be maintained. Legal holidays celebrated by the Hospital on a Friday or Monday will be treated similarly to a Saturday working day.
- b) Holidays shall be as follows: New Year's Day; *Martin Luther King's Birthday; *Washington's Birthday; *Memorial Day; Independence Day; Labor Day; Thanksgiving and Christmas. (*Dates as legally celebrated by the Medical Center)
- c) A Resident or Fellow working any of the eight legal holidays will be entitled to a maximum of

one (1) days off or maximum of one (1) day's pay at, at the hospital's discretion, every calendar year. Regardless of the number of holidays worked in a year, only one shall be compensated with a day off or paid out. Effective July 1, 2008, this allowance will be moved to two (2) days per annum.

- d) House physicians shall be entitled to one (1) day off or a day's pay for every holiday worked.

ARTICLE XIII

MEDICAL/DENTAL STAFF REPRESENTATION

1. The Hospital Medical/Dental Staff shall include in its regular voting membership two (2) representatives of the Housestaff, to be elected by their peers. If the Hospital currently provides for a greater representation on the Medical/Dental Staff and/or membership, either non-voting or otherwise, on the Executive Committee of the Medical/Dental Staff it shall maintain and may not diminish the level, extent, or scope of any such representation.
2. The Hospital shall establish a committee of the Medical/Dental Staff designated as the House Staff Affairs Committee or by any other appropriate title to deal with matters affecting the housestaff program and professional discipline. No less than twenty-five (25) percent of such House Staff Affairs Committee, or Subcommittee thereof which has jurisdiction over disciplinary matters, shall be comprised of House Staff Officers selected by the CIR, it being understood that no House Staff Affairs Committee, or Subcommittee thereof dealing with disciplinary matters, shall have fewer than two (2) voting members from the housestaff.
3. The Hospital will notify the CIR of the date of inspection by JCAHO and will make available to the CIR representative or representatives on the Medical/Dental Staff the report which is presented to the Medical/Dental Staff.

ARTICLE XIV

GRIEVANCE PROCEDURE

1. A grievance shall be defined as a dispute regarding (a) the interpretation or application of the terms of the instant written contract; (b) regular and recurrent assignment of a House Staff Officer to duties not appropriate to a House Staff Officer; (c) a question regarding the non-renewal of the appointment of a House Staff Officer, (d) reasonable and appropriate work schedules or (e) discipline.

Collective Bargaining Agreement

2. A grievance may be brought by an individual House Staff Officer and the CIR, or by the CIR alone, and shall be undertaken pursuant to a three (3) step grievance procedure as follows:
 - a) If the grievance with the Director of Service or Administrator is not resolved satisfactorily within fifteen (15) days after its presentation, the House Staff Officer and/or the CIR may appeal to the House Staff Affairs Committee of the Medical Board for evaluation and determination.
 - b) Decisions of the House Staff Affairs Committee covering medical matters, including any dispute as to whether there has been regular and recurrent assignment of House Staff Officers to duties not appropriate to House Staff Officer or as to the non-renewal of the appointment of a House Staff Officer, may be submitted to the Medical/Dental Staff or a subdivision thereof by either party, which subdivision shall include the two (2) House Staff Officers who are voting members of the Medical/Dental Staff, whose decision shall be final and binding.
 - c) Decisions of the House Staff Affairs Committee covering administrative matters may be appealed to the Chief Executive Officer of the Hospital or his designee. If the grievance submitted to the aforesaid Chief Executive Officer is not resolved satisfactorily within fifteen (15) days after its presentation, the CIR may submit the dispute to a final and binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.
 - d) Grievances regarding regular and recurrent non-medical assignments of a house staff officer to duties not appropriate to a House Staff Officer will be processed as administrative matters and may be appealed in accordance with Section C of this Article.

ARTICLE XV

DISCIPLINARY ACTION

1. There shall be no dismissal, demotion or fine assessed against any House Staff Officer except for cause and until there has been a hearing or notice as set forth below. The Hospital will not withhold paychecks for disciplinary reasons.
2. When disciplinary action is contemplated, either by a Director of Service or Chief Executive Officer, written charges shall be presented to the House Staff Officer.
3. Charges of the Director of Service shall be forwarded to the House Staff Officer who may request a hearing before the House Staff Affairs Committee. Such request for a hearing shall be made within ten (10) days of the receipt of the charges. If no such request is made, the

Collective Bargaining Agreement

charges shall become final. Any disciplinary action proposed to be taken as a result of the failure to request a hearing on the charges may be presented to the House Staff Affairs Committee at the request of the House Staff Officer.

4. The House Staff Affairs Committee shall meet and evaluate all data related to disciplinary action and shall give the House Staff Officer a full and unimpaired right to present such evidence to that Committee as he/she may deem necessary. The Committee shall make an expeditious determination of all matters thus appealed to it.
5. Decisions of the House Staff Affairs Committee regarding disciplinary matters may be appealed by either the House Staff Officer or the Director of Service, as the case may be, as follows:

Medical/Professional matters may be appealed to the Medical/Dental Staff whose decision shall be final and binding

Administrative matters may be appealed to final and binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration Association.

6. It is understood that a House Staff Officer may be relieved of medical responsibilities without a hearing where his/her continued presence is deemed to be a risk to the Hospital. Following such relief from duty by either the Director of Service or by the Chief Executive Officer of the Hospital with the concurrence of the Director of Service, the House Staff Officer shall have the right to an immediate appeal to the House Staff Affairs Committee.
7. The Hospital will attempt to arrange the work schedules of House Staff Officers who are involved in disciplinary or grievance proceedings so as to permit reasonable time off.
8. House Staff Officers shall have access to files held by their respective departments and/or Human Resources Department for the sole purpose of reviewing any material relating to infractions of Hospital personnel policies.
9. House Staff Officers shall be able to review and receive copies of their evaluation/performance reviews contained in their personnel files maintained by the Human Resource Department and their respective departments.
10. House Staff Officers shall have the right to make a written response to information contained in his/her personnel file. Such a response shall become part of the personnel file and/or department files.

ARTICLE XVI

INDIVIDUAL CONTRACTS

1. Each House Staff Officer shall, prior to his/her employment at the Hospital, receive a written contract not inconsistent with any of the provisions herein, which shall set forth Hospital commitments to such House Staff Officer in the following areas: (a) maintenance of electives, (b) rotational schedule, and (c) PGY level and wages appropriate to that PGY level.
2. The form of individual contract presently used by the Hospital shall be furnished to the CIR and, if changed, a copy of any such change will be furnished to the CIR prior to its use.
3. PGY-1 House Staff Officers will be notified six and one-half (6 1/2) months and PGY-2 or greater will be notified seven and one-half (7 1/2) months prior to the termination of their individual contracts 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. Prior to evaluation for renewal the Hospital shall ask each House Staff Officer if he/she wishes to be considered for renewal. All House Staff Officers who respond affirmatively shall be considered for renewal.
4. No individual waiver by a House Staff Officer of his/her rights under the collective bargaining agreement shall be effective unless consented to in writing by the CIR.
5. Individual contracts between the Hospital and House Staff Officers will contain no provisions with respect to "Moonlighting."
6. Individual contracts between the Hospital and House Staff Officers will contain the following language:

"The Hospital agrees to provide a suitable environment for medical education experience and a training program that meets the standards of the Essentials of Accredited Residencies prepared by the Accreditation Committee on Graduate Medical Education."

ARTICLE XVII

LAYOFF, RECALL, SEVERANCE FOR HOUSE PHYSICIANS

1. Layoffs of House Physicians will be made in inverse order of seniority within each department.
2. Seniority will be determined by the hire date of the House Physician.
3. Prior to any layoff, the affected individual and CIR must be informed of the layoff at least sixty (60) days before the date of layoff. Notification will be made by certified mail to the last

known address of the House Physicians.

4. House Physicians who are permanently laid off shall receive severance pay at the following rate:
Effective 10/1/96: For each year worked, House Physicians shall receive one (1) weeks pay, up to a maximum of four (4) weeks.
5. Laid off House Physicians shall be placed on a recall list to their department in order of seniority for up to one year.
6. Notice of recall will be made by certified mail sent to the employee's last known address on record with the Hospital. CIR will be notified in writing of any recall.
7. A House Physician who, prior to layoff, worked a full-time schedule shall not lose his/her position on a recall list by declining a part-time vacancy. Neither shall a previously part-time House Physician lose his/her position on a recall list by declining a full-time vacancy.

ARTICLE XIII

WORK SCHEDULES

1. The parties recognize the undesirability of excessive work hours for House Staff Officers inconsistent with optimum patient care and high standards of training and will make every effort to resolve problems in furtherance of these principles.
2. No House Staff Officer shall be required to perform on-call duty more frequently than one night in three.
3. The Hospital complies with New York State Department of Health 405 regulations as they apply to housestaff.

ARTICLE XIX

HOSPITAL PREROGATIVES

All the rights, powers, discretion, authority and prerogatives possessed by the Hospital prior to the execution of this Agreement, whether exercised or not, are retained by and are to remain exclusively with the Hospital, except as limited herein. The CIR shall cooperate fully to insure the foregoing and to render the highest quality patient care and facilitate Hospital operations.

ARTICLE XX

NO STRIKE, NO LOCKOUT

Neither the CIR nor any House Staff Officer will cause, engage or participate in any strike, work stoppage, or work interruption as a result of any dispute with the Hospital or in sympathy with a dispute between House Staff Officers in the CIR and another Hospital or a dispute between the Hospital and any of its other unionized groups. The Hospital will not directly or indirectly cause, engage, or participate in any lockout during the life of this Agreement as a result of any dispute with the CIR or any House Staff Officer(s) or in sympathy with a dispute between another Hospital or multi-employer association and House Staff Officers.

The inability of the Hospital to continue operations because of a labor dispute shall not be considered a lockout.

Should a group of House Staff Officers unilaterally and independently engage in any of the aforementioned activities, the CIR shall notify such House Staff Officers, in writing, within twenty-four (24) hours of its disapproval of this action and instruct such House Staff Officers to cease such action immediately. Copies of such shall be furnished simultaneously to the Hospital.

ARTICLE XXI

PROHIBITION AGAINST DISCRIMINATION

The Hospital shall not discriminate against any House Staff Officer on account of race, color, creed, national origin, sex, age, handicap or sexual orientation. Standards and policies affecting House Staff Officers for provision of facilities shall be justly applied to all House Staff Officers.

ARTICLE XXII

ANCILLARY SERVICES

1. The Hospital provides the following ancillary services:

EKG	7:00 a.m. - 9:00 p.m. Weekdays
	7:00 a.m. - 6:00 p.m. Weekends
IV Team	24 hrs. daily, acute and as needed by LTCM
Phlebotomy	daily 7 - 11 a.m., acute

Collective Bargaining Agreement

weekdays 7 - 11 a.m., LTCM

Should additional coverage become necessary due to patient care needs, the Hospital shall make its best efforts to provide sufficient staff for EKG, IV and phlebotomy services.

2. Beginning no later than October 1, 1998, House Staff Officers shall not have the primary responsibility for drawing blood or for starting IV's on the floors or in the ICU and CCU.

ARTICLE XXIII

EDUCATIONAL MATERIALS ALLOWANCE

1. All House Staff Officers shall receive \$700 per contract year to cover the payments for books, journals, DVDs, PDAs, computer software and all electronic devices including, but not limited to, smart phones, lap tops, net books, iPads and tablets used in the furtherance of their residency.
2. Requests by House Staff Officers to purchase books, journals, and other educational materials for the department shall be considered by their Program Director. Any purchases made shall be at the discretion of the Program Director. House Staff Officer requests shall not be unreasonably denied.
3. An Education Enhancement Committee ("EEC") shall be established composed of two (2) residents elected by their peers, and two (2) members chosen by the Hospital Administration.
 - a) The EEC will review and consider education needs of the Hospital, which have a direct impact on House Staff Officer Education.
 - b) The EEC will make written proposals for education needs to the appropriate Hospital Administrators and/or Board of Directors.
 - c) The Hospital shall provide the EEC with a budget of \$3000 per year in order to compile and publish a House Staff Officer Yearbook. The EEC may invite other House Staff Officers to participate in the compiling, publishing, and distributing of yearbook(s).

ARTICLE XXIV

LABOR MANAGEMENT COMMITTEE

Representatives from CIR and KJMC will meet bimonthly on issues relevant to residents and the hospital. Clinical issues will not be discussed. Issues discussed will not be subject to the

grievance and arbitration language of the contract unless the contract provides such relief.

ARTICLE XXV

QUALITY IMPROVEMENT

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

Therefore, the parties agree to set up an incentive bonus program. No later than May 1, 2011, a committee comprised of the Vice President of Quality, Director of Graduate Medical Education, faculty, residents, and a CIR Representative will be formed to reach a consensus on area(s) of concentration, a work plan, and quantitative results, including financial savings to the hospital.

If the results are achieved, the Hospital will contribute an aggregate amount of \$65,000 for the year 2012 and \$65,000 for the year 2013.

ARTICLE XXVI

ACQUISITION

In case the Employer purchases, takes over, acquires, directly or indirectly, whether by agreement, reorganization, merger, consolidation, legal requirement, or in any other manner controls another facility, service, or operation where work is performed, or may in the future be performed by, resident physicians, all such resident physicians shall become members of the bargaining unit and their terms and conditions shall be set by this collective bargaining agreement the same as the current members of the bargaining unit. Such residents shall be members of this bargaining unit wherever assigned. This provision shall apply with full force regardless of the payroll to which the resident physicians are assigned. The Employer shall be liable for all the compensation and payment due and owing to resident physicians or the Committee.

The Employer shall notify the Committee at least sixty (60) days in advance of any such purchase, takeover, acquisition or control in any manner of another facility, service or operation. The Employer will provide copies of proposed documents and instruments relating to such purchase, takeover, acquisition or control in any manner to enable the Committee to enforce the terms of this provision

ARTICLE XXVII

MISCELLANEOUS

1. The Hospital will make a reasonable effort to provide or compile a list of available personnel to act as translators.
2. The Hospital will provide bulletin board space for use by the CIR.
3. The Hospital will participate in a joint committee with the CIR for the purposes of studying the problem of continuing welfare and health and hospital benefits when a House Staff Officer is rotated to another institution.
4. The Hospital will exercise its best efforts to make arrangements to have Nursing Personnel escort a House Staff Officer who is bringing a patient to another hospital for tests.
5. The Hospital will exercise its best efforts to provide House Staff Officers with effective access to all x-ray files and medical records, twenty-four (24) hours a day, seven (7) days a week.
6. Provisions shall be made to allow all Housestaff to photocopy from library materials for their educational use at no cost.
7. The Hospital shall provide free parking for all the Housestaff requiring a parking spot, in a lot accessible only to House Staff Officers with identification, and cordoned off for the exclusive use of the House Staff Officers. This lot shall be secured in such a way to ensure use solely by Housestaff. The Hospital shall monitor the Housestaff parking lot for any violations of this provision.
8. All conference rooms shall be maintained such that all garbage and uneaten food shall be removed and the area cleaned before a meeting of any House Staff Officers.
9. The Housestaff Lounge on Katz 5 shall be maintained regularly and all food and garbage removed promptly.
10. House Staff Officers shall be permitted to make calls to area codes 212, 646, and 917 from Resident Lounges.
11. The Hospital shall regularly maintain the Coffee/Tea machine on Katz V.
12. KJMC will establish a Resident Patient Care Committee for the purchase of needed medical equipment, patient materials or educational materials that would facilitate the residency program's ability to provide quality patient care at KJMC.

A budget of \$11,000 per year shall be established for the purchase of said equipment, for

Collective Bargaining Agreement

the periods of November 1, 2007-November 30, 2008; December 1,2008 - December 31, 2009 and January 1, 2010 - December 31, 2010. Money allotted for these purposes shall cease to be allotted for the Committee's use if not used within each of the twelve (12) month periods established above, except for the money allotted for the first year of the contract which will be rolled over into the second year.

The elected officers of the CIR/SEIU chapter will make up the Patient Care Committee. They will be responsible for making purchase requests and making recommendations to the Medical Director. Prior to the purchase of any equipment, CIR shall present its proposal(s) for purchase to the Medical Director for approval. Any KJMC House Staff Officer may make a request to the Committee.

Should the Medical Director or designee reject a proposal, written notice shall be provided to the Committee within thirty (30) days. Decisions by the Medical Director or designee are final and not subject to the grievance procedure of this Agreement.

13. The parties agree to meet and discuss payment for excess on-call to Pediatric House Physicians.

ARTICLE XXVIII

SEVERABILITY

In the event that any provision of this Agreement is found to be in contravention of any Federal, State or City law or regulation or found by any court of competent jurisdiction to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

ARTICLE XXIX

TERMINATION AND RENEWAL


This Agreement, dated January 4, 2008, shall be in full force and effect for thirty-eight (38) months from November 1, 2007 to December 31, 2010, and shall continue in effect and be automatically renewed from year to year thereafter unless either party gives notice prior to October 1, 2010 in writing, to the other, of its desire to terminate or modify this Agreement.

Collective Bargaining Agreement

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly appointed representatives this 20th day of April 2011.

KINGSBROOK JEWISH MEDICAL CENTER

COMMITTEE OF INTERNS AND RESIDENTS


John McKeon, Kingsbrook Jewish Medical Center


Anne Mitchell, CIR-SEIU


CIR-SEIU Delegate/Negotiation Committee


CIR-SEIU Delegate/Negotiation Committee

April 26, 2005

Mr. John McKeon
Director of Human Resources
Kingsbrook Jewish Medical Center
585 Schenectady Avenue
Brooklyn, NY 11203

Dear Mr. McKeon:

In connection with the Collective Bargaining Agreement being executed simultaneously between the hospital and CIR/SEIU, it is agreed:

1. Residents will have card swipe access to the library 24 hours a day, 7 days a week.
2. The hospital library will have the following journals available on line:
 - New England Journal of Medicine (5 stations) 2 in library, 2 in K5, 1 in K6
 - Annals of Internal Medicine (4 stations) 2 in library 1 in K5, 1 in K6
 - Journal of the American Medical Association (3 stations) 1 each in library, K5, K6
 - Physical Medicine (1 station) - PMR call room
 - Dental ADA (1 station) – Library
 - Annals of Surgery - to be determined
3. Wherever electronic versions are available, Board certification materials for each department will available on computers in the library.
4. A reading room will be set up on Katz 6 with three computer terminals. Residents and House Physicians will have access to the reading room by card swipe.
5. All call rooms will be equipped with a desk, chair and lamp, including K5, Dental, Pediatric, Podiatry and Ortho.
6. One-third of the meal trays provided to House Staff Officers on call will be vegetarian.
7. The hospital will provide three working computers, a printer. and three working phones in the Katz 5 House Staff Lounge. A working air conditioner will be installed in the computer room in Katz 5.
8. A soda machine and two water coolers will be made available in the Katz 5 House Staff Lounge.
9. Residents will be given the opportunity to contribute to tsunami relief through a payroll deduction.

BY:
John McKeon
April 28, 2005
For KJMC

BY:
Linda D. Bermas
April 28, 2005
For CIR

Date



COMMITTEE OF INTERNS AND RESIDENTS

386 Park Avenue South, New York, NY 10016
Phone: (212) 725-5500 Fax: (212) 779-2413 email: info@cirdocs.org

March 19, 1998

Mr. Fred Eisgrub
Director of Human Resources
Kingsbrook Jewish Medical Center
585 Schenectady Avenue
Brooklyn, NY 11203

Re: Orthopedic Surgery Conferences

Dear Mr. Eisgrub

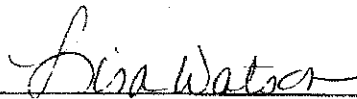
The following constitutes the list of conferences and seminars that residents in the Orthopedic Surgery department are expected to attend prior to graduation. This list was provided by the Department of Orthopedic Surgery.

NAME OF COURSE	DAYS	WHO GOES
1. AO Basic Course	5	Second years
2. Pediatric Orthopedic International Seminar	3-5	First years
3. Regional Review Course of Hand Surgery by the American Society for Surgery of the Hand	0, or up to 2 days if weekday	4 Residents per year
4. Regional Foot and Ankle Review Course by the American Orthopaedic Society for Foot and Ankle Surgery	Same as above	4 Residents per year
5. Texas Orthopedic Pathology Workshop	1-5	Residents in Final Year
6. American Academy of Orthopaedic Surgeons Comprehensive Orthopaedic Review Course	5	Residents in Final year
7. NYU Medical Center Prosthetics and Orthotics of the Lower Extremities	5	Third Years
8. Biomechanics Review Course sponsored by the Catholic Medical Center in Queens	2	All Residents

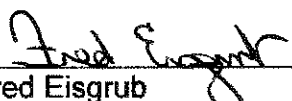


NAME OF COURSE	DAYS	WHO GOES
9. Southwestern Orthopaedic Surgery Review	3	Residents in Final Year
10. Midas Rex Institute	2	Second or Third Years
11. Osler Institute Orthopaedic Surgery Review Course	5	Residents in Final Year
12. Orthopaedic Trauma Association Review Course	3-5	Third Years

Sincerely,
Committee of Interns and Residents

By: 
Lisa Watson
Director of Policy

Agreed:
Kingsbrook Jewish Medical Center

By: 
Fred Eisgrub
Director of Human Resources



1957 - 1995
38 YEARS OF SERVICE

COMMITTEE OF INTERNS AND RESIDENTS

386 PARK AVENUE SOUTH NEW YORK, NEW YORK 10016-8852 (212) 725-5500
180 WASHINGTON AVENUE BELLEVILLE, N.J. 07109-2541 (201) 759-8566
1444 "I" STREET, NW SUITE 300 WASHINGTON, D.C. 20005 (202) 872-5838
406 TALBOT EAST 818 HARRISON AVENUE BOSTON, MA 02118 (617) 491-8087

April 10, 1995

Mr. Fred Eisgrub
Director of Human Resources
Kingsbrook Jewish Medical Center
585 Schenectady Avenue
Brooklyn, NY 11203

Re: House Physicians Excess On-Call

Dear Mr. Eisgrub:

In connection with the Collective Bargaining Agreement being executed simultaneously between the Hospital and CIR, it is agreed that the side letter dated 3/15/93 addressing the Hospital's policy concerning Excess On-Call for House Physicians is replaced by the following, to take effect upon the date of signing of the Memorandum of Agreement:

House Physicians will be required to work on-call time in addition to their routine on-call assignments. Payment will be made for excess on-call coverage if such coverage is for one of the following reasons:

1. A temporary reduction in staff, e.g. when a House Physician is on disability. This does not include coverage for vacation, holiday, sick, or personal time.

2. A permanent reduction in staff that is not accompanied by a corresponding reduction in beds and that requires an increase in on-call time to provide the same level of coverage as before the permanent reduction.

Payment for "excess on-call" work shall be at the House Physicians hourly rate.

Fred Eisgrub
page 2
April 10, 1995

As of March 1995, each departments routine calls are as follows:

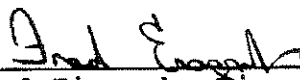
Anesthesia: 5 calls per month
LTC: 4 calls per month
Pediatrics: Every fourth day
Surgery: 6 calls per month
Ortho: 8 calls per month

Very truly yours,



Lisa Watson
Director of Policy

Agreed:
Kingsbrook Jewish Medical Center



Fred Eisgrub, Director of Human Resources



COMMITTEE OF INTERNS AND RESIDENTS

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406 TALBOT EAST 818 HARRISON AVENUE BOSTON, MA 02118 (617) 491-8087

1957 - 1995
38 YEARS OF SERVICE

April 10, 1995

Mr. Fred Eisgrub
Director of Human Resources
Kingsbrook Jewish Medical Center
585 Schenectady Avenue
Brooklyn, NY 11203

Re: On-Call Rooms

Dear Mr. Eisgrub:

In connection with the Collective Bargaining Agreement being executed simultaneously between the Hospital and CIR, it is agreed that the Hospital's policy concerning on-call rooms is as follows:

The Medical Center will provide a supply of clean linen for the use of the House Staff on weekends when the Hospital does not provide Housekeeping Services. It will be the doctor's responsibility to change the bedding and leave the replaced linen in the room or in an area so designated on that unit.

On the issue of garbage removal, the waste cans can be placed outside the on-call rooms for pick up. The lounge area is designated for the Housestaff to have their meals. Food items are not to be left in those waste cans left outside the on-call rooms.

The men's restroom on the fourth floor Leviton Building will be furnished with a lock and key or combination punch lock. If a lock and key is installed, each resident will be given a key, to be replaced at the resident's cost if lost.

Very truly yours,

Lisa Watson
Lisa Watson
Director of Policy

Agreed:
Kingsbrook Jewish Medical Center

Fred Eisgrub
Fred Eisgrub, Director of Human Resources



1957 - 1992
35 YEARS OF SERVICE

COMMITTEE OF INTERNS AND RESIDENTS

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1444 T STREET, NW SUITE 300 WASHINGTON, D.C. 20005 (202) 872-5838
FAX (212) 779-2413

March 15, 1993

DANIEL LAWLOR, M.D.
PRESIDENT
FAIDHERBE CEUS, M.D.
FIRST VICE PRESIDENT
MIR M. AKBAR, M.D.
SECOND VICE PRESIDENT
CATON CUELLAR, M.D.
THIRD VICE PRESIDENT
ADRIENNE BUFFALO, M.D.
SECRETARY-TREASURER
MOHAMMED NIAZ, M.D.
OFFICER AT LARGE
ELIZABETH SECORD, M.D.
OFFICER AT LARGE

Mr. Fred Eisgrub
Director of Personnel
Kingsbrook Jewish Medical Center
585 Schnectady Avenue
Brooklyn, NY 11203

Re: House Physicians
Excess On-Call

Dear Mr. Eisgrub:

In connection with the Collective Bargaining Agreement being executed simultaneously between the hospital and CIR, it is agreed that the Hospital's policy concerning Excess On-Call for House Physicians is as follows:

The Director of the respective Medical Service will request House Physicians to work On-Call time in addition to their routine On-Call assignments as necessary. The necessity will be determined based upon staffing requirements. These "excess on-call hours" will be paid at the rate of \$37.50 per hour. Effective March 15, 1993, excess on-call hours will be paid at the equivalent hourly rate of the House Physician.

Very truly yours,

Nancy Currier,
Contract Administrator

JOHN P. RONCHES
EXECUTIVE DIRECTOR
MARK LEVY
ASSOCIATE DIRECTOR
STEVEN HOCHMAN
DIRECTOR OF ORGANIZING
DEBORAH FRIEDMAN
COORDINATOR
PUBLIC HOSPITALS
JEFFREY EICHLER
COORDINATOR
VOLUNTARY HOSPITALS
NANCY CURRIER
BERNICE KRAWCZYK
YAKINI C. MARTIN
MITCHELL H. MILLER
STEVEN VACCARO
EDNA M. WILLIAMS
CONTRACT ADMINISTRATORS
BRUCE ELWELL
ELIZABETH PILECKI
ORGANIZERS
MICHAEL YELLIN
PUBLICATIONS COORDINATOR
HARRY FRANKLIN
GENERAL COUNSEL
ROBERT Z. LEWIS
OF COUNSEL
CAROL DUNHAM
CARMEN N. OLMEDA
ASSOCIATE COUNSEL
MERLENE D. BYRON
OFFICE MANAGER
JANET FREEDMAN, M.D.
JONATHAN HOUSE, M.D.
SPECIAL CONSULTANTS

NC/pt/
hosp\kj\cba3293

Agreed:
Kingsbrook Jewish Medical Center

Fred Eisgrub, Director of Personnel



COMMITTEE OF INTERNS AND RESIDENTS

386 PARK AVENUE SOUTH NEW YORK, NEW YORK 10016-8852 (212) 725-5500
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FAX (212) 779-2413

1957 - 1991
34 YEARS OF SERVICE

June 4, 1990

DAVID KERRISON, M.D.
PRESIDENT

DANIEL LAWLOR, M.D.
FIRST VICE PRESIDENT

WILFRED LAYNE, M.D.
SECOND VICE PRESIDENT

SYED AHSAN, M.D.
THIRD VICE PRESIDENT

FRANCES ROBLES, M.D.
SECRETARY-TREASURER

FAIDHERBE CEUS, M.D.
OFFICER AT LARGE

FAIYAZ BHOJANI, M.D.
OFFICER AT LARGE

Mr. Fred Eisgrub
Director of Personnel
Kingsbrook Jewish Medical Center
585 Schnectady Avenue
Brooklyn, N.Y. 11203

Re: ACLS

Dear Mr. Eisgrub:

In connection with the Collective Bargaining Agreement being executed simultaneously between the Hospital and CIR, it is agreed that the Hospital will continue to provide ACLS free of charge to all housestaff.

Sincerely,

Committee of Interns & Residents

By: [Signature]
John Ronches
Associate Director

Agreed:

Kingsbrook Jewish Medical Center

By: [Signature]
Fred Eisgrub
Director of Personnel

JOHN P. RONCHES
EXECUTIVE DIRECTOR

MARK LEVY
ASSOCIATE DIRECTOR

STEVEN HOCHMAN
DIRECTOR OF ORGANIZING

DEBORAH FRIEDMAN
COORDINATOR
PUBLIC HOSPITALS

JEFFREY EICHLER
COORDINATOR
VOLUNTARY HOSPITALS

NANCY CURRIER
BERNICE KRAWCZYK
YAKINI C. MARTIN
MITCHELL H. MILLER
STEVEN VACCARO
EDNA M. WILLIAMS
CONTRACT ADMINISTRATORS

BRUCE ELWELL
SEAN HAMILTON
ELIZABETH PILECKI
ORGANIZERS

MICHAEL YELLIN
PUBLICATIONS COORDINATOR

HARRY FRANKLIN
GENERAL COUNSEL

ROBERT Z. LEWIS
OF COUNSEL

CAROL DUNHAM
CARMEN N. OLMEDA
ASSOCIATE COUNSEL

MERLENE D. BYRON
OFFICE MANAGER

JANET FREEDMAN, M.D.
JONATHAN HOUSE, M.D.
SPECIAL CONSULTANTS



COMMITTEE OF INTERNS AND RESIDENTS

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180 WASHINGTON AVENUE BELLEVILLE, NJ 07109 (201) 759-8566

TERRY FITZGERALD, M.D.
PRESIDENT
RICHARD KOLESNICK, M.D.
FIRST VICE PRESIDENT
GARY SIEMONS, M.D.
SECOND VICE PRESIDENT
LAWRENCE SLOWOWITZ, M.D.
THIRD VICE PRESIDENT
TINA DOBSEVAGE, M.D.
SECRETARY-TREASURER
JOANNE PALMISANO, M.D.
OFFICER-AT-LARGE
GEORGE KOZMINSKI, M.D.
OFFICER-AT-LARGE

June 17, 1983

Mr. Bernard Ornstein
Director of Personnel
Kingsbrook Jewish Medical Center
86 East 49th Street
Brooklyn, N.Y. 11203

JONATHAN HOUSE, M.D.
EXECUTIVE DIRECTOR
ROBERT WOLLK
SENIOR CONTRACT
ADMINISTRATOR
DOREEN COPPES
LUIS LOPEZ
BETH LYONS
GEORGE MASTOVICH
JOHN RONCHES
CONTRACT ADMINISTRATORS
CON LEHANE
ORGANIZER
DON RUBIN
FUND ADMINISTRATOR
PAULA BRANDI
ASSOCIATE FUND
ADMINISTRATOR
ANN BASTIAN
EDITOR

Dear Mr. Ornstein:

In connection with the collective bargaining agreement being executed simultaneously between the Hospital and the CIR it is agreed that the Hospital will provide all House Staff Officers with Hepatitis B vaccine, free of charge on the same basis as if it is provided to high risk professional staff, if it is agreed by the Hospital to provide the vaccine.

Very truly,

COMMITTEE OF INTERNS AND RESIDENTS

IRWIN GELLER, ESQ.
GENERAL COUNSEL
HARRY FRANKLIN, ESQ.
JONATHAN OBERMAN, ESQ.
RACHEL ROAT, ESQ.
ASSOCIATE COUNSEL

BY: Terry Fitzgerald
Terry Fitzgerald, M.D.
President

AGREED:

KINGSBROOK JEWISH MEDICAL CENTER

BY: B. Ornstein



Committee of Interns & Residents/SEIU

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