

**THE NEW YORK EYE AND EAR INFIRMARY  
RESIDENT STAFF EMPLOYMENT AGREEMENT  
GENERAL PRINCIPLES**

- A. The New York Eye and Ear Infirmary (“NYEEI”) agrees to provide an educational program that meets the standards of the AMA “Essentials of Accredited Residencies”.
- B. The Resident staff member agrees to fulfill the educational requirements of the graduate training programs to comply with the laws, regulations, and policies to which NYEEI is subject, and to render effective and compassionate patient care as assigned or required under the circumstances as delineated in the “Essentials of Accredited Residencies”.
- C. Continued employment in the Residency Program at NYEEI is contingent upon satisfactory performance of duties and progress in training. Renewal of the Resident Staff Employment Agreement is at the discretion of the Chairman of the respective Department and the President of NYEEI.
1. NYEEI reserves the right to terminate the Resident Staff Employment Agreement of a Resident staff member, if, in the judgment of the appropriate Department Chairman, such action would be in the best interest of NYEEI or its patients, or if the Resident staff member fails to discharge his/her educational and training responsibilities. Grievances regarding termination of this Resident Staff Employment Agreements shall be subject to the Grievance Procedure set forth in Section E.
  2. NYEEI and the Resident staff member acknowledge his/her obligations to fulfill this Agreement until its expiration date, except where the Resident staff member is unable to do so because of illness or other reason deemed necessary by NYEEI, or where NYEEI terminated the Resident staff member pursuant to Section C.1.
  3. NYEEI shall make every effort to give timely notice to the Resident staff member of its intention not to renew an employment agreement.
- D. The Resident staff member will devote full-time to his/her duties as a Resident in Ophthalmology and will not practice the profession of medicine outside of the hospitals involved in the Residency Program.
- E. Grievance Procedure:
1. The grievance procedure may be invoked by the Resident staff member who is terminated pursuant to Section C.1. herein. A written request for a grievance hearing must be submitted to the Director of Human Resources within one (1) week of the date of termination.

2. Upon timely receipt of a written request for a grievance hearing, the Director of Human Resources, or his/her designee, will set a date for the Ad Hoc Grievance Committee to hear the grievance. The ad hoc grievance committee shall be comprised of:
    - a) Vice President/Chief Operating Officer
    - b) Surgeon Director of a Department other than that of the Resident staff member involved.
    - c) Other third parties affiliated with NYEEI as deemed necessary by the Director of Human Resources.
  3. If he/she so desires, the Resident staff member may select a member of the Medical Staff and/or a Resident staff member to accompany him/her to participate in the hearing.
  4. The Ad Hoc Grievance Committee will report its findings and recommendation to the President of NYEEI, who will make the final decision with regard to the grievance.
- F. Salary Related Information:
1. Salary shall be paid solely dependent on present level of training without regard to previous experience.
  2. Paychecks will be distributed on a bi-weekly basis.
- G. Hours of Duty:
1. An on-call and daily schedule, which complies with applicable Federal and State laws and regulations, shall be defined by the individual Department.
  2. The Department will endeavor to assign on-call duty on an equitable basis provided, however, that any Resident staff member whose services are deemed necessary by the applicable Department is required to report for duty whenever directed to do so.
- H. Housing:
1. The Infirmary will make every effort to provide you with on campus housing. If this housing is available, you are required to accept it due to your on-call and coverage responsibilities. No pets are allowed. NYEEI Housing Company apartments must be vacated when a Resident staff member is terminated or has completed the residency training program.

I. Evaluation:

There will be a formal evaluation of each Resident staff member at least annually.

J. Benefits:

1. Each Resident staff member is included in the NYEEI's Group Life Insurance program from the day he/she is first employed. The employee Life Insurance program provides coverage, at no cost to the employee, in an amount equal to double the employee's annual base salary rounded off to the next highest one thousand dollars. In addition, Residents are covered by the Accidental Death and Dismemberment policy in the event of death or dismemberment due to an accident. Accidental death results in double indemnity.
2. NYEEI provides hospitalization and medical coverage for Resident staff member and their families, as well as dental benefits.  
  
Any x-rays or laboratory work required by a Resident staff member or his/her immediate family will be provided at NYEEI facilities as courtesy.
3. The NYEEI is self-insured for professional liability risks. Under this program all malpractice suits against any employee acting within the scope of his/her employment will be defended at the expense of The New York Eye and Ear Infirmary, a New York not-for-profit corporation, unless such employee wishes to retain his/her own counsel at his/her own expense or unless there is a third party insurance coverage of such employee. Any employee acting within the scope of his/her, employment shall be indemnified by NYEEI for claims asserted against his/her based on acts performed in good faith in the course of his/her normal duties, provided, however, that NYEEI is given prompt notice of, and is afforded the opportunity to defend against such claims. This right of indemnity is personal to the employee. No third party, including any third party insurance carrier, may avail itself of this right of indemnity including, but not limited to, any claim by way of subrogation, contribution or otherwise. NYEEI is self-insured and has established, and maintains, a separate fund based on its loss experience and outside expert advice.
4. A Resident staff member shall have four (4) weeks of vacation and four (4) elective days per year. Vacations must be taken at times approved at least two (2) months in advance by the Director of Residency Training and the Chairman of the respective Department. Working days used for conferences, courses and meetings will be counted as vacation days. Unused vacation time is not paid upon termination of agreement.
5. A Resident staff member on night call shall be provided with free snacks and sandwiches. All regular meals in the cafeteria are to be purchased by the Residents.

6. The Departmental Chairman will designate what is appropriate attire in their respective Departments. NYEEI will launder all uniforms that it provides to the Resident staff member.
7. A Resident staff member accrues twelve (12) sick days per year for illness or injury per hospital policy. Unused sick days are not paid upon termination of agreement.
8. A Resident staff member is eligible for disability insurance under the New York State Disability Benefits Law. This insurance covers an employee for an illness or an injury not related to his/her job. The policy regarding disability is outlined in NYEEI Personnel Policy Manual. In addition to New York State Disability Benefits, Residents are also covered by Long Term Disability Insurance.
9. A Tax Sheltered Annuity program is available through a voluntary deduction.
10. A Flexible Spending Account Program is available through a voluntary deduction.

**DURATION OF AGREEMENT**

\_\_\_\_\_  
*Resident Staff Member*

\_\_\_\_\_  
*Date*

***ACCEPTED FOR THE NEW YORK EYE AND EAR INFIRMARY BY:***

\_\_\_\_\_  
*Chairman*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*President*

\_\_\_\_\_  
*Date*