

**AGREEMENT  
BETWEEN  
RUTGERS, THE STATE UNIVERSITY  
OF NEW JERSEY**

**and**

**THE COMMITTEE OF  
INTERNS & RESIDENTS**

**November 1, 2012 through June 30, 2018**

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Appendix A - November 21, 2014 Memorandum of Agreement

SIDELETTER #1 – Reassignment of Clinical Duties

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## **PREAMBLE**

This Agreement is made on April 1, 2015 by and between Rutgers, The State University of New Jersey (herein after referred to as the "University") and the Committee of Interns and Residents/ SEIU (herein after referred to as CIR). The parties recognize that it is the responsibility of the University to provide a quality educational program and an available source of well trained physicians for the rapidly expanding health needs of New Jersey, aligning the clinical and educational missions of the GME at RWJMS and NJMS. This Agreement is intended to contribute to the fulfillment of those responsibilities.

Now, therefore, in consideration of the covenants herein contained, the parties agree as follows:

## **ARTICLE I**

### **RECOGNITION**

- A.** The University recognizes the CIR as the exclusive representative for the purpose of collective negotiations.
- B.** Included are all full and regular part-time physicians and dentists titled intern, resident and fellow who are designated herein as Housestaff Officers employed by the University. Excluded are all other employees.
- C.** The terms "employee(s)" and "Housestaff Officer(s)" used interchangeably in this Agreement still mean only those persons in the unit described above in Section B.

## **ARTICLE II**

### **POLICY AGREEMENTS**

#### **A. Dues Check-Off**

- 1. The University agrees to deduct from the regular paycheck of any employee the dues of the CIR provided the employee has signed and filed an appropriate written authorization form with the Office of University Human Resources.
- 2. Dues so deducted shall, within ten (10) days of the date of deduction, be transmitted to the designated officer of the CIR, together with a listing of the employees included.
- 3. Secretary-Treasurer of the CIR shall certify to the University any change in the rate of dues to be deducted thirty (30) days prior to the intended effective date of such change.
- 4. Dues deduction for any employee in this bargaining unit shall be limited to the CIR, the duly certified majority representative, and employees shall be eligible to withdraw such authorization only as of July 1 provided a notice of withdrawal is filed timely with the Office of University Human Resources.

#### **B. Representation Fee**

- 1. Housestaff Officers who are not members of the CIR shall be required to pay a representation fee in lieu of the regular dues, fees and assessments of members, less the cost of benefits financed through dues, fees and assessments available to or benefiting only its members. In no event shall such representation fee exceed 85% of the payments of regular members.
- 2. Newly hired Housestaff Officers who are not Union members shall be required to pay the established representation fee in the first payroll period following thirty (30) days of employment. Nothing herein shall be deemed to require any employee to become a member of the Union.
- 3. The representation fee shall be withheld from the regular bi-weekly paycheck and remitted to the Union at the same time and in the same manner as monies collected for dues. The Union shall notify the University in writing thirty (30) days in advance of the requested date of change of the amount of regular

membership dues, fees, assessments or representation fees.

4. This provision shall become effective in the first payroll period thirty (30) days following the submission by the Union of a satisfactory demand and return system as provided by statute (NJ34:13A-5.5 & NJ34:13A-5.6).
5. The Union agrees that it will indemnify and hold the State and/or the University harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arise from deductions made by the University in accordance with this provision. The State and the University shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the University as excluded or in good faith was inadvertently omitted from deduction of the representation fee.
6. It is understood that the implementation of the agency fee program is predicated on the demonstration by the Union that more than 50% of the eligible employees in the negotiating unit are dues paying members of the Union.

If at the signing of this Agreement the above percentage has not been achieved, the agency fee plan will be continued through the first pay period after October 1 of the calendar year, after which it shall be discontinued unless the minimum percentage is exceeded on any quarterly date; i.e., January 1, April 1, or October 1, if the minimum percentage is exceeded on any quarterly date, the agency fee plan shall be reinstated, with proper notice to affected employees.

In each year of the Agreement on October 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

#### **C. Demand and Return**

The representation fee shall be available only if the procedures listed hereafter are maintained by the Union.

1. The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature, only incidentally related to the terms and conditions of employment, or applied towards the cost of any other benefit available only to members of the Union.
2. The employee shall be entitled to a review of the amount of the representation fee by requesting the Union substantiate the amount charged. This review shall be accorded in conformance with the internal steps and procedures established by the Union.
3. The burden of proof under the Demand and Return system rests upon the Union.
4. An employee dissatisfied with the Union's decision may appeal to the three (3) member board established by the Governor.
5. The Union shall submit a copy of its review system to the Office of Employee Relations. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

#### **D. Non-Discrimination**

There shall be no unlawful discrimination by Rutgers or the CIR against any member of the bargaining unit because of race, creed, color, sex, religion, national origin, ancestry, marital status, civil union status, domestic partnership status, familial status, age, autism spectrum disorder, disability or atypical hereditary cellular or blood trait, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, veteran status, affectional or sexual orientation, gender identity or expression, membership or non-membership in or activity on behalf of or in opposition to the CIR. These items shall have the meaning as defined by the New Jersey Law Against Discrimination as of the date of the alleged act of discrimination.

**E. Strikes and Lockouts**

1. During the term of this Agreement, the CIR agrees not to engage in or support any strike, work stoppage, slowdown, or other similar action by employees covered by this Agreement.
2. No lockout of employees shall be instituted or supported by the University during the term of this Agreement.

**F. Labor/Management Meetings**

A Labor/Management Meeting is a meeting between the Union and appropriate representatives of the University to consider matters of general interest and concern relating to the wages, hours, or terms and conditions of employment of House Staff Officers. Labor/Management meetings shall not be used to present formal grievances but may be used to discuss and resolve issues of concern that affect more than one House Staff Officer in order to avoid having to resort to the grievance procedure. Labor/Management meetings may be requested in writing by either party by sending a request including a statement of the issues to be discussed to the Office of Academic Labor Relations or the appropriate Dean for Graduate Medical Education, or the CIR, whichever is applicable. These meetings shall take place at a mutually convenient time and place. Arrangements will be made by the Office of Academic Labor Relations and/or the CIR. A maximum of eight (8) House Staff Officers, in addition to (2) two CIR staff representatives, may attend such meetings.

Rutgers University and CIR recognize that future changes in the healthcare industry may impact the hospitals and their residencies. The committee may be used to collaboratively address any issues resulting from these changes, as mutually agreed upon. Labor/Management meetings may be scheduled on a quarterly basis with follow-up on an as-needed and agreed upon basis.

**ARTICLE III**

**MANAGEMENT RIGHTS**

The University retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and the United States of America.

Except as specifically limited or modified by the terms of this Agreement, or by law, all of the rights, powers, duties, authority, prerogatives of management, and the responsibility to promulgate and enforce reasonable rules and regulations governing the conduct and activities of employees are also retained by the University, whether exercised or not, and are to remain exclusively with the University.

**ARTICLE IV**

**TITLES**

- A. The titles of Housestaff Officers shall be as follows:

TITLES

- Post Graduate Year 1
- Post Graduate Year 2
- Post Graduate Year 3
- Post Graduate Year 4
- Post Graduate Year 5
- Post Graduate Year 6
- Post Graduate Year 7
- Post Graduate Year 8
- Post Graduate Year 9

- B. 1. The appointment of a Housestaff Officer shall be based on his/her appropriate Post Graduate Year (hereinafter PGY), which shall be determined as follows:
- a. A Housestaff Officer who has not completed at least one year training in an ACGME-ADA-AOA-APA approved training program shall be placed at the PGY-1 level.
  - b. A Housestaff Officer who has satisfactorily completed one or more years of service in an ACGME-ADA-AOA-APA approved training program in the same specialty in which he/she is currently enrolled shall be placed at the PGY level which equates the number of such years of service plus one:(e.g., a Housestaff Officer who has completed two years of service in such training program shall be placed at PGY-3).
  - c. A Housestaff Officer required to spend a prerequisite period of service in an ACGME-ADA-AOA-APA approved 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.
  - d. When some or all of the prior service of a Housestaff Officer has been in a non ACGME-ADA-AOA-APA approved training program, he/she shall at a minimum be classified at the PGY level appropriate to the years of service he/she has completed in an ACGME-ADA-AOA-APA approved training program in the same specialty as he/she is enrolled at the University, and/or in an ACGME-ADA-AOA-APA approved training program prerequisite to the specialty in which he/she is enrolled at the University.
2. a. In the event that a Housestaff Officer changes his/her specialty, he/she may receive a maximum credit of up to two (2) years for prior service in such other ACGME-ADA-AOA-APA approved training program at the discretion of the program director or designated institutional official.
- b. Credit for non ACGME-ADA-AOA-APA approved training programs shall be granted at the discretion of the program director.
- c. In determining additional credits under this subsection (2.a-c), the Program Director shall seek guidance from the appropriate division chief, if applicable, and specialty board and shall thereafter recommend to the appropriate Dean, whose decision shall be final and binding (i.e., not subject to the grievance procedure).

## ARTICLE V

### COMPENSATION PLAN AND PROGRAM

- A. Subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purposes identified for the full period covered by this Agreement, the following economic provisions shall apply:

1. The basic salaries for house staff shall be:

	<u>7/1/14</u>	<u>7/1/15</u>	<u>7/1/16</u>	<u>7/1/17</u>
PGY1	\$51,824	\$52,861	\$53,984	\$55,131
PGY2	\$55,336	\$56,443	\$57,642	\$58,867
PGY3	\$58,723	\$59,898	\$61,171	\$62,471
PGY4	\$62,153	\$63,396	\$64,743	\$66,119
PGY5	\$63,803	\$65,079	\$66,462	\$67,874
PGY6	\$65,442	\$66,751	\$68,170	\$69,619
PGY7	\$67,044	\$68,385	\$69,838	\$71,322
PGY8	\$68,610	\$69,982	\$71,469	\$72,988
PGY9	\$70,178	\$71,582	\$73,103	\$74,656

2. Chief Resident/Chief Osteopathic Intern Annual Supplement

The annual supplement will be \$2700 for programs with nine or more Housestaff Officers and \$2100 for programs with four to eight Housestaff Officers. The supplement will be prorated as necessary for his/her service as Administrative Chief Resident or Chief Osteopathic Intern.

The annual supplement will also apply to Chief Fellows in programs with 9 or more fellows.

3. An Annual Book Allowance up to the following amounts will be paid to all bargaining unit members in each year of the program, with any unused funds rolling over each year:

FY15: \$500

FY16: \$500

FY17: \$500

FY18: \$500

Housestaff Officers shall be reimbursed after submitting receipts for reimbursement of book allowance. At the discretion of the DIO, Housestaff Officers will need to get approval from the Program Director and/or the Associate Dean of GME before purchasing books. Any disputes will be handled by the Associate Dean of GME.

Educational expenses include medical textbooks, subscriptions to online medical databases (such as Up to Date), educational software, medical society membership fees, or towards USMLE Step III or COMLEX.

4. All incoming housestaff (new to payroll) will be paid a one-time sum of \$600 for attending the University's orientation program including the CIR presentation.

The CIR and University strongly encourage the incoming House staff to utilize this money towards the cost of health insurance for the sixty (60) day waiting period.

This allowance will be paid in July after the Housestaff Officer has completed all necessary university entrance requirements.

If legislation is passed that would allow an incoming Housestaff Officer to receive Health Benefits during the first two months of employment with the University, the University will not have to pay the above allowance.

B. In the event the University intends to withhold any of the economic provisions of this Article by invoking the "subject to" language in the prefatory paragraph of this Article, it is agreed that the invocation of the "subject to" language will be based on a determination by the University that there exists a fiscal emergency.<sup>1</sup> If the University invokes the prefatory "subject to" language following the determination of a fiscal emergency, the University agrees as follows:

1. The University shall provide the CIR with written notice of at least twenty-one (21) calendar days. The Notice shall contain a detailed explanation for the determination by the University that a fiscal emergency exists and shall specify the action the University intends to take to address the fiscal emergency at the conclusion of the twenty-one (21) calendar day notice period.

If due to a reduction in State funding/appropriations to the University for the next fiscal year, the University determines that a fiscal emergency exists and if based on the date the University learns of the reduction it is not possible to provide the full twenty-one (21) calendar days notice, the University shall provide the maximum notice possible. If the University provides fewer than twenty-one days notice, upon request of the CIR negotiations pursuant to paragraph 3 below shall commence within 72 hours; however, the University shall be permitted to delay the implementation of salary increases during the shortened period of negotiations.

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<sup>1</sup> *The determination of whether a fiscal emergency exists shall not be limited to whether there is a reduction in State appropriations/funding.*

2. Along with the Notice provided to the CIR pursuant to paragraph 1 above, the University shall provide the latest available statements/financial documents, as follows:

- The financial information upon which the University relies as the basis for its claim that a fiscal emergency exists;
- The audited financial statements for the prior fiscal year;
- Quarterly Statement of Net Position (Balance Sheet) for the current fiscal year;
- Current projection of the Income Statement for the Unrestricted Educational and General Operating Funds (Operating Budget) for the current fiscal year;
- Quarterly Statement of Cash Flows (Statement of Cash Flows);
- Unaudited End of Year financial statements for the statements listed above;
- University budget request submitted to the Department of Treasury for past, current and Upcoming fiscal years; and
- The University's Unrestricted Operating Budget for the current fiscal year and budget for the upcoming fiscal year.

The CIR may request, in writing, additional financial information. Disputes over the provision of information shall be decided by the designated arbitrator on an expedited basis.

3. During the notice period, upon written request by the CIR, the University shall commence negotiations over measures to address the fiscal emergency. The University is not obligated to negotiate to impasse in order to withhold any of the economic provisions of this Article. At any point during the notice period the CIR may file a grievance pursuant to paragraph 5 below.

4. The CIR agrees that during the notice and negotiation period it will not initiate any legal action, in any forum, to challenge the University's intended action other than as specified in paragraph 3 above.

5. If the parties have not agreed upon measures to address the fiscal emergency, the CIR may file a grievance under Article XIII of the Agreement. The grievance shall proceed directly to arbitration under Article XIII.D. Step 2. Such arbitration shall be concluded within ninety (90) days of implementation of the University's decision to withhold any of the economic provisions outlined above in this Article.

The arbitrator shall determine whether a fiscal emergency existed (exists) at the University based on the evidence presented. The arbitrator shall not have the authority to reallocate University funds

The parties designate Arbitrator Bonnie Weinstock to hear disputes that arise under Section B. of Article V. The parties designate Arbitrator \_\_\_\_\_ as an alternate to hear such disputes. If neither arbitrator is available to hear the dispute consistent with the provisions of this Article, the parties shall mutually agree upon another arbitrator.

## **ARTICLE VI**

### **LEAVES**

#### **A. Vacations**

1. All Housestaff Officers shall be entitled to four (4) weeks of paid vacation to be scheduled in accordance with departmental policy, which policy shall not preclude scheduling of vacation in two (2) week blocks. Whenever a holiday falls within a vacation period, the individual Housestaff Officer shall be entitled to an extra vacation day. Pro-rata earning of vacation is one and two-thirds (1 2/3) days for each full month of employment.
2. Individual Housestaff Officers shall, on or before June 1 of each year, submit in writing to his/her Program Director all requests for vacation leave. The Program Director, after review of the needs of the services and rotation schedules, will make reasonable efforts to honor the individual request, granting Housestaff Officers at least two (2) consecutive weeks off, or in services where scheduling accommodations can be made, more than two (2) consecutive weeks. Where an opportunity exists to grant more than two (2) weeks of vacation, priority consideration shall be given to Housestaff Officers utilizing that vacation for a foreign homeland visit.

3. Should any Housestaff Officer fail to submit his/her vacation leave request on or before June 1st of each year, the Program Director shall, after scheduling the vacation leaves of the other Housestaff Officers have the right to schedule vacation leave for those failing to meet the June 1 submission date. Once the vacation schedule is established, it will normally be available to the employee except where an emergency mandates rescheduling.
4. One week of scheduled vacation is defined as seven (7) consecutive twenty-four (24) hour days off during which there is no assignment of work. If less than a week's vacation leave is requested, each day requested shall be one-fifth (1/5) of a vacation week.
5. The parties acknowledge that Housestaff Officers are credited with vacation leave time in anticipation of continued employment for the full year. In the event a Housestaff Officer leaves pay status during the course of the year, his/her vacation leave accrual shall be adjusted on a pro-rata basis in order to determine the proper amount of leave time to which the Housestaff Officer is entitled. In the event the Housestaff Officer has no vacation leave balances, such Housestaff Officer shall reimburse the University for any overdraft of leave time.
6. The University will make a reasonable effort not to assign Housestaff Officers on-call duty (including beeper calls) or to make rounds on the weekend immediately preceding or following their scheduled vacation.

#### **B. Sick Leave**

All HSO's will be credited with twelve (12) sick leave days at the beginning of each academic year. They can accumulate up to forty-eight (48) sick leave days.

1. Sick leave shall be used when an HSO is unable to work due to illness or personal injury, illness or injury to a child, or for a scheduled doctor appointment.
2. The HSO must notify his/her Program Director or designee, of his/her inability to work.
3. Approval for use of this time shall not be unreasonably denied by the Program Director.
4. Each department is responsible for maintaining a record of usage of sick leave for each year.
5. First year residents or residents in their initial year of appointment are not eligible to use sick time until six full months have been completed.
6. Bargaining unit members are responsible for making up any unworked time after the end of the academic year as determined by accreditation or Board standards. Such additional work time, if needed after the end of the academic year, shall be paid up to four months. Whether time is needed to complete any requirements is up to the Dean of GME who has sole discretion to approve or deny such request. The decision is not subject to the grievance procedure.

#### **C. Medical Leave**

1. Each HSO is eligible for up to twelve (12) weeks of medical leave (they are eligible after six (6) months of service). A resident can use any remaining allotment of his/her sick leave prior to being in an unpaid status. Once sick leave days have expired and before the HSO chooses to be in "leave without pay" status and apply for disability, the HSO shall have the option to use any remaining portion of his/her vacation days. Once paid leave days have expired, the HSO would be in "leave without pay" status and eligible to apply for temporary disability.
2. The resident must provide appropriate medical documentation to his/her Program Chair. Upon submission of the appropriate medical documentation such leave shall be approved.

3. Bargaining unit members are responsible for making up any unworked time after the end of the academic year as determined by accreditation or Board standards. Such additional work time, if needed after the end of the academic year, shall be paid up to four months. Whether time is needed to complete any requirements is up to the appropriate Dean of GME who has sole discretion to approve or deny such request. The decision is not subject to the grievance procedure.

#### **D. Family Leaves**

1. **For Birth or Adoption of a Child**

All bargaining unit members are eligible for family leave upon the birth or adoption of a child after one year of service. This leave, in accordance with FMLA and New Jersey State Law, can be up to twelve (12) weeks. An HSO must charge unused vacation leave and accumulated sick time during the leave. Appropriate documentation must be provided to the Program Director. Upon submission of appropriate medical documentation, such leave shall be approved.

2. **For Serious Illness in the Family**

All bargaining unit members are eligible for family leave (unpaid) to take care of a seriously ill family member after one (1) year of service in accordance with FMLA and New Jersey State Law. This leave can be up to twelve (12) weeks. A HSO can use paid vacation leave to cover a portion of this twelve week period. Appropriate documentation must be provided to the Program Director. Upon submission of appropriate medical documentation, such leave shall be approved.

Bargaining unit members are responsible for making up any unworked time after the end of the academic year as determined by accreditation or Board standards. Such additional work time, if needed after the end of the academic year, shall be paid up to four months. Whether time is needed to complete the requirements is up to the appropriate Dean of GME who has sole discretion to approve or deny such request. The decision is not subject to the grievance procedure.

#### **E. Bereavement Leave**

A Housestaff Officer who is absent from work due to a death in the immediate family (i.e., mother, father, spouse, domestic partner, partner in a civil union, child, foster child, stepchild, stepparent, ward, sister, brother, grandmother, great grandmother, grandfather, great grandfather, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, or any relative of the employee residing in the employee's household) may utilize sick leave for up to three (3) days of absence for bereavement leave. Such time must be initiated within seven (7) calendar days from the notice of the date of death.

If such notification exceeds the date of death by more than seven (7) calendar days, a department may require verification of notification. In the event the funeral of a member of the immediate family is held at a distant location and the employee will attend, an exception to the above may be requested by the employee to utilize sick leave for up to five (5) days of absence for bereavement leave. "Distant location" means a place to which travel for the better part of a day would be necessary.

Additional leave may be granted as may be necessary without pay upon request to and in the sole discretion of the designated institutional official or designee.

#### **F. Leave for USMLE or National Boards**

Housestaff Officers will be permitted to take up to three (3) days paid leave for the purpose of taking the USMLE or other licensing examination. This shall not be charged against vacation time.

#### **G. Holidays**

1. a. All Housestaff Officers, wherever assigned, shall be entitled to the holidays listed in Section 1.b. below. The University shall exercise its best efforts to ensure that Housestaff Officers on rotation to an affiliate facility are granted University holidays on the day they occur.

- b. University holidays are: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.
2. Housestaff Officers shall receive four (4) personal days. As per the approved request form, a Housestaff Officer shall submit his/her written request for a personal day at least (7) seven calendar days in advance. Such requests shall not be unreasonably denied.
3. Housestaff Officers who work at least four hours (including beeper calls) on a scheduled holiday shall be granted an alternate day off. (This alternate day off does not apply to the 4 personal days in Section G.2. above). When a Housestaff Officer works on a scheduled holiday, the Housestaff Officer must submit the request for an alternate day off (using the form designated by the University) within ten (10) business days of the holiday worked. If the form is not returned within ten (10) business days, the scheduling of the alternate day off shall be at the discretion of the Program Director or designee. If the Program Director or designee does not respond to the request for an alternate day off within ten (10) business days from the submission of the request, the Housestaff Officer shall be granted an additional day's pay in lieu of the alternate day off. Pay in lieu of a holiday shall be at the rate of one tenth (1/10) of bi-weekly pay.

Scheduling of alternate days off shall be by mutual agreement between the Housestaff Officer and Program Director or designee. Requests for a particular alternate day off shall not be unreasonably denied. In the event that an alternate day off cannot be scheduled within 3 months of the holiday worked, holiday pay shall be granted. With the mutual consent of the Housestaff Officer and the program director, the alternate day off may be deferred for more than three months but within the same post graduate year.

4. For purposes of Article VI.G., a holiday is defined as the 24-hour period beginning 12AM on the day of the holiday and ending at 11:59PM. A Housestaff Officer shall not receive more than one alternate day off or one additional day's pay for any consecutive 24-hour period worked.

## **ARTICLE VII**

### **INDIVIDUAL CONTRACTS**

- A. Any written individual contract between the University and an individual Housestaff Officer, hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. Where such contract is inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. The University shall give the CIR thirty (30) days notice of any changes to the individual contract forms used by its schools.
- B. Each Housestaff Officer shall, prior to his/her employment, receive a written individual contract which shall set forth University commitments to each Officer.
- C. The University will make a good faith effort to maintain electives and rotational schedules in keeping with nationally established guidelines of the program and the needs and goals of the University. In the event that circumstances necessitate changes in electives or rotational schedules, the University will notify the involved individuals in advance (which shall be at least two weeks, except in case of emergency) and discuss available alternatives.
- D. The place of medical education shall not be the sole criterion used to determine rotational assignments or non-renewal. Failure to pass the first Licensing Examination shall not be the sole criterion for dismissal of a Housestaff Officer during the term of an individual contract.
- E. Housestaff Officers who have July 1st appointments will be notified, in writing, by December 15th of the first year of service and not later than November 15th of the second year of service and thereafter, if their services are not to be renewed for the next year of a given residency training program. In the event that a Housestaff Officer commences work on a date other than July 1st, the last date for non-renewal shall be five and a half (5 1/2) months or four and one half (4 1/2) months, respectively, following the date on which such work commences. Where practicable, earlier written notice of non-renewal will be given to such Housestaff Officers.

- F. Housestaff Officers have an obligation in the matter of resignation. Except in the case of resignation for health or other reasons beyond the control of the Housestaff Officer, it is expected that he/she shall continue to serve the term of his/her appointment.
- G. Whenever it becomes apparent that a Housestaff Officer is not achieving satisfactory standards of performance, the deficiencies should be brought to his/her attention in writing at the earliest time in order to assist in the development of corrective measures.
- H. The University will make a good faith effort to continue the ACGME- AOA specialty training programs to which a Housestaff Officer is assigned.

Within twenty (20) days of receipt of notice of non-accreditation or probation, the University shall make a good faith effort to notify all affected Housestaff Officers of the decision/notice. Such notice shall be mailed or hand delivered to the affected Housestaff Officers. Claims by Housestaff Officers that they were not notified shall not be subject to grievance/arbitration proceedings.

The University will notify each Housestaff Officer affected and CIR

1. as soon as reasonably possible of a decision to discontinue any training program for any reason;
2. as soon as reasonably possible upon receipt from the ACGME or AOA of any notification regarding non-accreditation or probation or similar change in the professional status of any training program;
3. Once the University has received official notification of decisions to merge, close or change the number of beds at the affiliate hospitals, which have a material impact on any training program.

In the event of a termination, transfer, or reduction in size of a residency program, the University will make a good faith effort to place affected Housestaff Officers in another Rutgers program or other accredited residency programs outside the University by placing a notice on Listserve of HSO(s) availability. At the time the University informs residents of a termination, transfer, or reduction of a residency program, the University shall provide a list of resources including contact names, addresses and phone numbers which may be helpful in HSOs' search for placement.

## **ARTICLE VIII**

### **WORK SCHEDULES**

- A. The University will adhere to the ACGME guidelines on resident duty hours in effect on July 1, 2011 unless changes to ACGME standards require the University to adhere to different guidelines on resident duty hours, or until state and /or federal law supersede it. In addition, the following shall remain in effect:
- B. The number of on-call assignments shall comply with ACGME standards.
- C. During the term of this Agreement, nothing in this article shall be interpreted as barring the parties, from mutually agreeing to alternate scheduling patterns for particular programs.
- D. When an accrediting board requires an increase in on-call schedules, the Union shall receive a copy of the directive and the increase shall thereafter be implemented.
- E. No exception to the contractual limits shall be made except with the prior written consent of CIR.
- F. Vacations, sick leave and all other contractually approved leave time shall not be counted as time during which a duty to work on-call assignments accrues or accumulates. That is, the frequency of on-call duty during part of a month or a rotation may not be increased to force a Housestaff Officer to "make-up" on-call duty "missed" during contractually approved leave time. E.g., a resident on vacation for the beginning of a month could not be scheduled for ten (10) on-call duties in the balance of the month.

G. Housestaff Officers shall be paid for any extra on-call duty as defined in this contract with the formula below:

For each Housestaff Officer during a contract year:

- 1st additional on-call duty: \$100
- 2nd additional on-call duty: \$200
- 3rd additional on-call duty: \$250
- 4th and subsequent on-call duty: \$300

Housestaff Officers will receive pay for extra on-call duty in accordance with the above formula in the following situations:

1. When a Housestaff Officer is assigned additional on-call duty after the initial publication of the on-call schedules;
2. When a Housestaff Officer is assigned to cover beeper call for someone on the beeper call schedule and works in the hospital during that call.
3. When a Housestaff Officer works extra call in addition to the published call schedule as a result of being called in from the on-call coverage pool/back-up or "jeopardy" call schedule as a result of a colleague calling out.

No individual Housestaff Officer shall be required to find coverage for his/her duties and beeper coverage in the event of sudden illness, family emergency or any approved day off prior to the posting of the schedule, provided that the department has the right to require, upon request, proof of emergency (or illness) and the chief resident, Program Director or designee, is notified. This individual would be responsible for coordinating coverage of the absent Housestaff Officer's duties with appropriate House staff.

- H. Housestaff Officers shall not be routinely or regularly assigned to tasks which are clearly not within their normal responsibilities as Housestaff Officers. In such instances, a Housestaff Officer may not refuse to perform the task (s), however, the Housestaff Officer may file an informal grievance with the appropriate Dean of GME and the decision will be final and binding.
- I. No House staff shall be assigned to clinic following overnight in-hospital call or night float.
- J. No Housestaff Officer shall be assigned on-call duty during twenty-four (24) hour period preceding licensure or specialty board exams. If a resident is on-call the night prior to an in-service examination, he/she can choose not to take the in- service examination on that day. The Housestaff Officer shall take the in-service examination at the next available time and shall be scheduled off the night before.
- K. An eight (8) hour time period away from hospital duties shall be provided between all daily duty periods and after in-house calls.
- L. House staff shall receive their schedules at least one (1) week prior to the beginning of a rotation.
- M. The one continuous 24-hour period free from all clinical, educational and administrative activities shall begin when a Housestaff Officers has completed his/her duties.

## **ARTICLE IX**

### **A. HEALTH BENEFITS**

1. The parties acknowledge that pursuant to N.J.S.A 52:14-17.25 et seq., employees of the University are deemed to be employees of the State for purposes of health benefits and that health benefits are provided to eligible employees as set forth in applicable statutes and regulations. During the term of this Agreement, employee contributions to the cost of health care shall be based on the health care contribution rates set forth in PL 2011, chapter 78 and in effect September 1, 2014.

2. Housestaff Officers "returning" from assignment at a Veterans Administration Hospital shall be eligible for health and hospital benefits without the normal two (2) month waiting period (per section 1). Eligibility shall be consistent with all other appropriate regulations. Housestaff Officers whose initial assignment is at a Veterans Administration Hospital must complete the normal two (2) month waiting period (per section 1) beginning with their commencement on the payroll of the University. The University shall designate an individual who will be available, upon request, to assist affected Housestaff Officers in maintaining continuity of health and hospital insurance.

It is understood and agreed between the parties that the cost of maintaining continuity of health and hospital benefits coverage (securing a non-group or individual contract) shall be borne entirely by the Housestaff Officer. The University agrees to provide affected employees with a timely written reminder of the need to arrange for continuity of health and hospital benefits coverage.

#### **B. Life Insurance**

The University shall provide life insurance to all Housestaff Officers in the amount of three (3) times the annual salary of the Housestaff Officer, at no cost to the employee.

#### **C. Hepatitis "B" Screening and Vaccine**

The University will provide one Hepatitis "B" Screening and Vaccine (specific vaccine to be designated by Housestaff Officer) at no cost to Housestaff Officers who request them, providing the appropriate medical consent forms have been signed. The vaccine shall be administered by physicians designated by the University or affiliated hospitals.

#### **D. Beepers**

House staff on the New Brunswick campus will be provided with long range beepers.

## **ARTICLE X**

### **MEALS**

- A. At University operated or other facilities where Housestaff Officers are assigned, a meal allotment shall be provided each month to Housestaff who will be on an overnight shift of six hours or more or an extended shift. An "extended shift" is a shift of more than twelve hours.

The allotment of script or cafeteria credit shall be equal to the number of on-calls that the Housestaff Officer is assigned during that month, multiplied by amounts set forth in section "B". The specific method of implementation may vary from hospital to hospital.

A meal allotment is only for the reasonable and personal use for food and beverage of the Housestaff Officer to whom it is issued.

- B. The credit amount per on-call assignment shall be \$20.

## **ARTICLE XI**

### **UNIFORMS**

The University shall provide uniforms and uniform laundering services to all Housestaff Officers at no cost, which shall consist of five (5) coats in appropriate sizes, all in reasonably good repair. Each Housestaff Officer shall be responsible for damage beyond ordinary wear, or for loss or damage, except if such loss or damage should occur after turning the uniform in for laundering.

## ARTICLE XII

### PROFESSIONAL LIABILITY

The University shall continue to provide professional liability coverage to all Housestaff Officers for services in the employ of the University.

The University shall have at least one mandatory meeting each year with the incoming House staff, which informs House staff regarding risk and claims. Such meetings shall include the risk and claims process, the University's responsibility and liability.

## ARTICLE XIII

### GRIEVANCE PROCEDURE

#### A. Purpose

The purpose of this procedure is to assure prompt, fair and equitable resolution of disputes concerning terms and conditions of employment arising from the administration of this Agreement by providing the sole and exclusive vehicle set forth in this Article for adjusting and settling grievances. In no event shall matters concerning academic or medical judgment be the subject of a grievance under the provisions of this Article. Matters pertaining to non-reappointment shall be grievable under this Agreement only upon the basis of claimed violations involving discriminatory treatment in violation of Article II, Discrimination, or Article VII, Individual Contracts.

#### B. Informal Resolution of Problems

The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance and encourage open communication between the University and the Housestaff Officer so that resort to the formal grievance procedure will not normally be necessary. A Housestaff Officer may discuss a problem with his/her Program Director or designated institutional official, who may, if the circumstances warrant, arrange an informal meeting between the appropriate administrator and the Housestaff Officer. The grievant may, at his or her option, request the presence of a CIR representative during the attempts at informal resolution of grievances.

Informal discussion shall not serve to extend the time within which a grievance must be filed, unless such is agreed to in writing by the University official responsible for the administration of the first formal step of the grievance procedure. Any agreements reached through informal resolution shall be reduced to writing and shall not be precedential, but shall be binding for the current matter only. Informal resolution may take place at any time during the process outlined below. Informal resolution does not modify or alter the terms of this Agreement.

#### C. Definition

A grievance is an allegation by a Housestaff Officer or the CIR that there has been:

1. A breach, misinterpretation or improper application of the terms of this Agreement; or
2. An improper or discriminatory application of, or failure to act pursuant to, the written rules, policies or regulations of the University or statutes to the extent that any of the above established terms and conditions of employment which are matters which intimately and directly affect the work and welfare of Housestaff Officers and which do not significantly interfere with inherent management prerogatives pertaining to the determination of public policy.

## **D. Grievance Process**

### **Step One**

If the grievance is not informally resolved, a grievance must be filed by CIR in writing with the Office of Academic Labor Relations within twenty-one (21) calendar days after the date on which the act, which is the subject of the grievance, occurred, or twenty-one (21) calendar days from the date on which the individual Housestaff Officer should reasonably have known of its occurrence. The grievance shall contain a statement of the facts surrounding the grievance; shall specify the provision or provisions of this Agreement and/or Rutgers Policy which are alleged to have been violated, misapplied, or misinterpreted; who is alleged to have committed the violation; when and where the violation occurred; and the relief sought, and must be signed by the unit member(s) filing the grievance or by a CIR representative, specifying the department/program.

The Chancellor of Rutgers Biomedical and Health Sciences (RBHS) or his/her designee may conduct such investigation as he or she may require in order to render a written response, including meeting(s) with the grievant and other individuals who are determined by the Chancellor of RBHS or his/her designee or the CIR to be concerned in or to have knowledge of the matter. At the request of the grievant or his or her CIR representative on behalf of the grievant, the grievant shall have the opportunity to meet with the Chancellor of RBHS or his/her designee, provided a request for such a meeting is made with the grievance filing. Individuals other than the grievant and/or his or her CIR representative will not be present at this meeting. The meeting, whether requested by the grievant or by the Chancellor of RBHS or his/her designee, shall be scheduled within 14 calendar days of the request.

Should the grievant fail, without valid reason, or refuse to meet with the Chancellor of RBHS or his/her designee when such a meeting has been requested by either the grievant or by the Chancellor of RBHS or his/her designee, the CIR shall not be permitted to invoke Step Two of the grievance procedure and the decision of the Chancellor of RBHS or his/her designee at Step One shall be final.

The grievant may be represented by up to two representatives approved by the CIR (members of the bargaining unit designated by CIR or CIR staff) at the meeting conducted pursuant to Step One of the grievance procedure. The University shall have the right to assume that any representative who appears with the grievant is approved by the CIR.

Within 14 calendar days after the conclusion of the meeting, the Chancellor of RBHS or his/her designee shall render a written response. If a meeting is not requested by the grievant or by the Chancellor of RBHS or his/her designee, the Chancellor of RBHS or his/her designee shall render a written response within 28 calendar days of the filing of the grievance. The decision of the Chancellor of RBHS or his/her designee shall be final and binding on all parties, except as set forth below in Step Two.

The Chancellor of RBHS or his/her designee shall simultaneously submit his/her written response to the grievant and to the CIR.

### **Step Two - Arbitration**

If the grievance involves a contractual violation of the Agreement as defined in C.1 above, the CIR may, upon written notification to the Office of Academic Labor Relations with a copy to the Chancellor of RBHS, appeal the Step One decision to arbitration. Said notice must be filed with the Public Employment Relations Commission within twenty-one (21) calendar days following receipt of the Step One decision or, at the option of CIR, if a Step One decision is not rendered in accordance with the time limits set forth above, within twenty-one (21) calendar days from the date the Step One decision was due. It must be signed by a CIR representative or official.

The arbitrator shall conduct a hearing and investigation to determine the facts and render a decision for the resolution of the grievance. The parties agree that the decision of the arbitrator shall be final and binding. The arbitrator shall neither add to, subtract from, modify, or alter the terms and provisions of this Agreement or determine any dispute involving the exercise of a management function which is within the authority of the University as set forth in Article III (Management Rights). Arbitration shall be confined solely to the application and/or interpretation of

this Agreement and the precise issue(s) submitted.

The arbitrator shall not substitute his or her judgment for academic or medical judgments rendered by the persons charged with making such judgments, nor shall the arbitrator review such decisions except for the purpose of determining whether the decision has violated this Agreement. The fees associated with the arbitrator's services shall be divided equally between the parties.

#### **E. Procedural Rules**

1. A grievance must be filed at Step One within twenty-one (21) calendar days from the date on which the act which is the subject of the grievance occurred or twenty-one (21) calendar days from the date on which the individual Housestaff Officer should reasonably have known of its occurrence.
2. The timeliness of a grievance submitted shall be determined by the date on which the original written grievance statement is received by the Office of Academic Labor Relations. Time limits provided for in this Article may be extended by written mutual agreement of the parties.
3. No reprisal of any kind shall be taken against any Housestaff Officer who participates in this grievance procedure.
4. Where a grievance directly concerns and is shared by more than one Housestaff Officer, such group grievance may, upon mutual agreement, properly be initiated at the first level of supervision common to the several grievants.

The presentation of such group grievance will be by the appropriate CIR representative(s) and one of the grievants designated by the CIR. A group grievance may be initiated by the CIR.

Where individual grievances concerning the same matter are filed by several grievants, it shall be the option of the University to consolidate such grievances for hearing as a group grievance provided the time limitations expressed elsewhere herein are understood to remain unaffected.

5. If the University's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed and there shall be no further appeal or review.

## **ARTICLE XIV**

### **DISCIPLINARY ACTION**

- A. Housestaff Officers may be disciplined or discharged for cause. Disciplinary actions shall be grievable, and in the event the involved Housestaff Officer files a grievance, the burden of proving just cause shall be upon the University.
- B. The University shall give five (5) working days advance notice, in writing, of any intended disciplinary action to the affected Housestaff Officer and the CIR. The notice shall state the nature and extent of discipline, the specific charges against the Housestaff Officer and describe the circumstances upon which each charge is based.
- C. A Housestaff Officer whom the University has given notice of disciplinary action may be removed from service without five (5) working days notice where his/her continued presence is deemed to imperil patient safety, public safety or the safety of any fellow employee (staff, Housestaff or medical faculty). Notice of such reassignment shall be contained in the University's written notice of intended disciplinary action. Where a Housestaff Officer has been removed from service, the University may concurrently remove the Housestaff Officer from its payroll.
- D. If it is later discovered that the Housestaff Officer was wrongfully removed from service, the Housestaff Officer shall be reinstated with full backpay. In addition, if the Housestaff Officer, as a result of the wrongful removal from service, is required to work beyond the end of the residency year to complete his or her residency, the Housestaff Officer shall remain on the University payroll until such time as the residency has been completed.
- E. Appeals of disciplinary actions shall be presented at Step One of the Grievance Procedure, Article XIII. Such appeals shall be made within fourteen (14) calendar days of receipt of the charges and disciplinary penalty. A hearing must be

held within fourteen (14) calendar days, excluding holidays, or receipt of the appeal.

- F. The Step One decision by the Chancellor of Rutgers Biomedical and Health Sciences or his/her designee may be appealed to arbitration by filing with the Public Employee Relations Commission. Such an appeal must be filed within twenty-one (21) days of receipt of the written Step One decision.
- G. Arbitration decisions in disciplinary actions shall be made in accordance with Article XIII, Step Two. The remedy in disciplinary actions will be limited to back pay and/or reinstatement to the Housestaff Officer's position. Housestaff Officers may not seek post-residency damages under this Agreement. However, this shall not preempt or preclude a Housestaff Officer from seeking appropriate relief for any post-residency damages in any judicial forum or administrative agency.
- H. A Housestaff Officer shall not be reassigned from clinical duties until the completion of the review and approval by the appropriate Dean of GME. However, it is understood that a clinical reassignment with pay may be imposed prior to the review and approval of the appropriate Dean of GME only in cases where serious medical misconduct is alleged and the employee's continued presence is deemed to jeopardize patient care or the safety of the Housestaff Officer or others. The University shall provide written notice of, and the reasons for, such reassignment from clinical duties.

In all cases, regardless of reason, where reassignment from clinical duties is imposed for disciplinary reasons, the Housestaff Officer shall have the right to request a hearing before a panel of three physicians to review the reasons for the reassignment. The three-physician panel shall be comprised of the appropriate Dean of GME, an attending physician experienced in graduate medical education from another department and a Housestaff Officer from another department. The Housestaff Officer shall request a hearing within seven (7) days of notification of the reassignment. The hearing shall be held within seven (7) days from the date of the request for a hearing and the Housestaff Officer shall have the right to have a CIR representative assist him or her at the hearing. The hearing panel will decide whether reassignment is warranted or whether the Housestaff Officer shall be returned to full or partial duties during due process proceedings. The hearing panel shall issue its decision no later than seven (7) days from the completion of the hearing. The University shall not report reassignments to any regulatory agency until the hearing panel makes its determination, unless otherwise required by law or accreditation standards. Reassignment shall end at any time during due process proceedings if the appropriate Dean of GME determines that a viable alternative exists.

Within seven (7) days of the Hearing Panel's decision, the decision may be appealed by either party to arbitration pursuant to the following expedited procedures:

1. The PERC shall appoint a single neutral arbitrator from its Panel of Labor Arbitrators, who shall hear the case within fourteen (14) days of his or her selection. The PERC is authorized to substitute another arbitrator if an appointed arbitrator is unable to serve promptly.
2. The Arbitrator shall fix the date, time, and place of the hearing, notice of which must be given to the parties at least 72 hours in advance. Such notice may be given orally or by facsimile. Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause shown, the arbitrator may schedule an additional hearing to be held within seven (7) days.
3. It is understood that the representative for either party may have a conflict on the date scheduled for arbitration and for good cause only may request an alternate hearing date. In such cases, the party claiming to have a schedule conflict must use its best efforts to proceed on the first hearing date offered by the arbitrator, including having another person act as a representative. A party's inability to proceed on a scheduled arbitration date for good cause shall not alone be grounds for the arbitrator to rule against such party.
4. The fees and expenses of the arbitrator shall be borne equally by the parties.
5. There shall be no transcript or stenographic record of the proceeding.
6. The parties shall provide to the arbitrator in advance of the hearing a copy of the collective bargaining agreement, a copy of the written notice of the hospital's intent to reassign from clinical duties, a copy of the Hearing Panel's decision, copies of any related grievance letters by the union, copies of all responses to grievance letters by the employer and any other documents to which both parties agree. The parties may stipulate in advance to facts that are undisputed.
7. The arbitrator shall be empowered to hold pre-hearing conferences between the parties. The arbitrator may require

either party to make available documents, in addition to those described in section 6 above, prior to the arbitration and shall be empowered to rule on document requests prior to arbitration.

8. No briefs shall be submitted in cases unless agreed to by both parties or requested by both parties. In cases for which briefs are submitted, briefs shall be postmarked within seven (7) days of the close of hearing.
9. The Arbitrator's decisions are to be rendered within seven (7) days from the date of the close of hearing, or the date on which briefs, if any, are due. The decision shall be in writing, contain a brief statement of the facts and a summary of the reasoning for the decision. The decision shall be signed by the Arbitrator.
10. The Arbitrator shall decide whether reassignment during the University's internal procedures is warranted or whether the Housestaff Officer shall be returned to full or partial duties during due process proceedings.
11. The procedures for arbitration do not apply where such clinical reassignment is imposed for academic reasons. Such matters may not be appealed to arbitration and instead the decision of the three-physician panel shall be final.

## **ARTICLE XV**

### **UNION RIGHTS**

#### **A. Representation Lists**

As soon as possible before orientation, but not later than July 1 of each year, the University shall make available to the Union a complete list of Housestaff Officers' names, addresses, PGY levels, specialties and e-mail addresses for HSO who have activated and set up Rutgers e-mail accounts.

#### **B. Membership Packets**

The Union may provide membership packets which contain information for distribution to new employees, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the University and the Union. It is the responsibility of the union to orient incoming HSO to their rights and responsibilities with regard to CIR, therefore, both parties agree, the CIR representative shall be allowed to meet with new employees during their orientation period at a time when they are not involved in training to explain the Union's responsibilities. This orientation to CIR may also be facilitated by tabling in high traffic areas of the university property and introductory e-mails to HSO, sent by CIR.

#### **C. Bulletin Boards**

1. The University shall provide glass-enclosed, locked bulletin boards in convenient places in general working areas on University property to be used exclusively by the Union.
2. The Union shall limit its postings to notices, bulletins, reports, meeting announcements, social and recreational events, achievements, and similar materials which shall not contain any profane or obscene matter or be defamatory to any individual, the State or the University. The Union shall not post election campaign materials. Postings shall be signed by an authorized representative of the Union or the organizational origin shall be set forth.
3. Any material which the University alleges to be in violation of the conditions above shall be promptly removed. Any disputes as to the appropriateness of any posting may be initiated as a grievance at Step Two or submitted to the University Office of Academic Labor Relations for determination.
4. Postings on bulletin boards not provided by the University for the exclusive use of the Union pursuant to paragraphs 1-3 above shall conform to University policies and procedures that apply to the posting of notices on all other University bulletin boards.

#### **D. Distribution of Literature**

1. Space will be provided in central locations at the University where Union literature, which is consistent with the provision of C. above or which is otherwise approved by the University, may be placed so that employees may pick up copies.
2. The Union shall have the right to distribute literature, which is consistent with above or which is otherwise approved by the University, through the Hospital's mailboxes.

#### **E. Transmittal of Materials**

The University will cooperate in allowing CIR to utilize any internal messenger services between the various locations where Housestaff Officers are assigned, provided that such use will not affect the operations of the University. The University will advise the CIR of the procedures to be followed in seeking the use of messenger services. Nothing herein shall be construed as requiring that the University undertake distribution of materials on behalf of CIR to members of the bargaining unit.

#### **F. Access to Premises**

1. The CIR representatives shall be admitted to all University facilities to meet with Housestaff Officers on Union business.
2. Requests for such visitation rights shall be directed reasonably in advance to the University's Office of Academic Labor Relations and shall include the purpose of the visit, and proposed time and date. Permission for such visits shall not be unreasonably withheld.
3. The University will designate appropriate places for visitations, provided space is available, and further, provided the visitations do not interfere with or disrupt the normal operations of the Hospital, or violate any security restrictions. Representatives of the Union may use University buildings or rooms therein for meetings to transact official business provided permission has been granted by the appropriate department or officer of the University, following university procedures and fee structures.

### **ARTICLE XVI**

#### **OUTSIDE EMPLOYMENT**

In the context of the University's Outside Employment Policy (see RU Policy 60.9.21), authority to approve or disapprove individual Housestaff Officer's application for extramural professional activities is hereby vested in the individual's Program Director, Department Chair and Dean or designee.

### **ARTICLE XVII**

#### **ACCESS TO PERSONNEL FILES**

An employee who makes a written request to the Department Chairperson to examine his/her personnel files shall be granted the opportunity to do so within a reasonable period which shall be five (5) days except where circumstances as to the location and/or work schedule of the employee make that time period impractical. The University shall honor the employee's request for a copy of documents in the file. The University shall have the right to have such review and examination take place in the presence of a designated representative of the University or department in question. The employee may file a written response of reasonable length to any documents in his/her personnel file. Such response will be included in his/her permanent personnel file and will be attached and retained with the document in question.

### **ARTICLE XVIII**

#### **ON-CALL ROOMS AND LOCKERS**

- A. The University shall provide and maintain adequate on-call rooms for use by Housestaff Officers while on duty. All on-call rooms will be maintained in accordance with reasonable health and sanitation standards. The University will

make a reasonable effort not to require Housestaff Officers of different sexes to use the same on-call room, at the same time. Where on-call rooms are equipped with locks, the assigned Housestaff Officer will be given a key for the time of the room assignment.

When on-call rooms are being repaired or facility construction renders them uninhabitable, the hospital shall provide reasonable notice to the Union and comparable alternate rooms.

- B. In University owned and operated facilities, the University shall provide each Housestaff Officer with access to a secured locker for their personal belongings. The University shall strongly encourage the other institutions which the House staff rotate through, to supply a secured locker to each Housestaff Officer.
- C. The University, in consultation with CIR, will make reasonable efforts to work with the hospitals to identify lactation rooms within the hospitals. In addition, the University will identify lactation rooms within appropriate Rutgers University buildings.

## **ARTICLE XIX**

### **PARKING**

Effective July 1, 2015, the annual parking fee will be calculated as follows:

For salaries from \$50,000-\$59,999, the rate shall be .002 of the employee's annual salary;

For salaries from \$60,000-\$69,999, the rate shall be .0022 of the employee's annual salary

For salaries from \$70,000-\$79,999, the rate shall be .0024 of the employee's annual salary.

## **ARTICLE XX**

### **SAFETY**

Whenever an employee observes a condition which he or she feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, the employee shall report such observation to the Associate Dean for GME and to the Rutgers Environmental Health and Safety Department.

No employee shall be required to work under conditions where there has been a determination, on a reasonable basis of fact, that a hazard exists which endangers the employee. Such employee may be promptly assigned on an interim basis to other comparable work for which the employee is qualified to perform.

The University will meet with the Union, as requested in writing, to discuss employment-related health and safety problems. The Union will provide a written statement, in advance, of the proposed agenda for said meeting. The University's representatives will include those authorized to address the particular areas at issue.

It is understood that references to safety and health hazards and conditions of work referred to in this Article are not intended to include those hazards and risks which are an ordinary characteristic of the work or are reasonably associated with the performance of an employee's responsibilities and duties. However, this is not intended to eliminate the University's general obligations for the safety and health of such employees as set forth in other provisions of this Article.

The provisions of this Article shall be grievable under Section B.2 of Article XIII.

## **ARTICLE XXI**

### **CONFERENCE REIMBURSEMENT**

All Housestaff Officers shall be entitled to reimbursement for certain expenses related to a presentation at a conference provided that the conference was accredited for Continuing Medical Education and the designated institutional official or his or her designee approved the resident's participation in the conference. The resident shall

be reimbursed for the travel, materials (unless such materials can be provided by the University), registration fees, lodging and food for the day before, day of and day after the presentation.

Presentation for these purposes is defined as the presentation of a paper to an audience as specified in the program or as a first author of a poster. The presenter will be reimbursed for only one presentation per paper or poster. Exceptions can be made with the approval of the appropriate Dean for GME or his/her designee.

All requests for presentation reimbursement must be submitted in accordance with University Policy at least 1 month prior to the presentation. Requests shall not be unreasonably denied. The Dean of GME makes the final and binding decision.

If the Housestaff Officer does not receive reimbursement within 45 working days from the date of his/her complete submission of receipts for expenses, the Associate Dean of Finance at the appropriate school shall be notified.

The above shall not prevent a program from reimbursing for conference fees and expenses in addition to what is described above. All policies are contingent upon adherence to ACGME rules for duty hours as it relates to residents who remain on-site.

## **ARTICLE XXII**

### **LICENSURE**

- A. If it is a requirement of the Program, the Program will pay NJ State Licensing fees and renewal costs for New Jersey licensure of any Housestaff Officer employed at the University. This does not cover USMLE Step III or COMLEX or NBDE.
- B. The University will provide the initial certification and recertification at a facility to be designated by the University for BLS, ACLS, ATLS, PALS, NRP courses Housestaff Officer are required to take as part of their training, at no cost to the Housestaff Officer.
- C. The Program will pay costs associated with required Rutgers or NJ Board of Medical Examiners background checks, such as fees for fingerprinting.

## **ARTICLE XXIII**

### **MISCELLANEOUS**

#### **Business Cards:**

The University shall provide business cards to all Housestaff Officers who work in outpatient settings who request them or whose Departments require them. The cards will only be supplied one time during their residency program.

#### **Library, Computers and online resources:**

The George F. Smith Library of the Health Sciences, the Robert Wood Johnson Medical School Library of the Health Sciences, and all on-call rooms, and house staff lounges in Rutgers owned facilities shall be equipped with computers with access to the internet, access to on-line library resources, hospital EMR and relevant systems. Working printers shall be available in same Housestaff lounges and the medical libraries mentioned above. Rutgers will exercise its best efforts to ensure that non-Rutgers owned facilities meet this standard.

## **ARTICLE XXIV**

### **SUCCESSORSHIP**

The University shall notify CIR at least thirty (30) days in advance of any takeover, sale, assignment, transfer, merger, reorganization, consolidation or other change of ownership, operation or management by the University of its residency programs. This shall include any and all instances in which the University and an affiliate terminate an affiliation.

## ARTICLE XXV

### SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law or not subject to collective negotiations or has the effect of making the State ineligible for Federal funds, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. In the event of the above circumstances, then either party shall have the right immediately to reopen negotiations with respect to a substitute for the affected provision to extent permitted by law.

## ARTICLE XXVI

### COMPLETE AGREEMENT

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except that proposed new rules or modification of existing rules governing working conditions shall be presented to the CIR and negotiated upon the request of the CIR as may be required pursuant to the New Jersey Public Employer-Employee Relations Act, as amended.

It is understood and agreed that any provision of this Agreement which requires amendment to existing law or the appropriation of funds for their implementation shall take effect only after the necessary legislative action.

Any policy, practice, rule or regulation of the University pertaining to wages, hours and terms and conditions of employment, which is in conflict with any provision of this Agreement, shall be considered to be modified consistent with the terms of this Agreement.

## ARTICLE XXVII

### POSTING OF AGREEMENT

The University agrees to post the instant agreement on its website after it is ratified and duly executed by the parties.

## ARTICLE XXVIII

### TERM OF AGREEMENT AND RENEWAL

This Agreement shall be effective upon ratification by the CIR membership, and shall be implemented as soon as possible after ratification. This Agreement will remain in effect through June 30, 2018.

**IN WITNESS WHEREOF**, the University and the Committee of Interns & Residents, have caused this Agreement to be signed by their duly authorized representatives as of April 1, 2015.

RUTGERS UNIVERSITY

COMMITTEE OF  
INTERNS & RESIDENTS

\_\_\_\_\_  
Lisa Bonick

Juanita Howard  
\_\_\_\_\_  
Area Director, CIR

\_\_\_\_\_  
Karen R. Stubaus

**Appendix A**

**MEMORANDUM OF AGREEMENT**

This Agreement is entered into on this 21 day of November, 2014 by and between The Committee of Interns & Residents ("CIR" or "Union") and Rutgers, The State University of New Jersey ("Rutgers"):

WHEREAS, CIR and Rutgers shall continue to negotiate in good faith for a complete and final successor collective negotiations; and

WHEREAS, the administrative issues addressed in this Agreement are subject to ratification by the CIR membership and approval by Rutgers; and

WHEREAS, the CIR and Rutgers unanimously agree to recommend and support this Agreement for ratification and approval:

NOW, THEREFORE, in consideration of the mutual covenants and undertaking the parties agree as follows:

A. Except as addressed herein and ratified, CIR and Rutgers do not waive the right to raise any issue that is the subject of mandatory negotiations when negotiating for a complete and final successor collective negotiations agreement except for those matters agreed to herein.

B. When systematically feasible by Rutgers, the daily rate of pay will be based on the actual number of work days in the Rutgers fiscal year.

C. When systematically feasible by Rutgers, the pay period shall commence at 12:00 a.m. Saturday and end at 11:59 p.m. Friday.

D. When systematically feasible by Rutgers, the payroll holdback shall be eliminated for an employee hired into the CIR unit on or after the ratification of this Agreement by the parties; there will be no change of payment of the holdback monies for current Housestaff Officers.

E. The parties agree to use the Rutgers calendar which is fiscal year based and runs from July 1 to June 30.

F. Effective upon ratification, the holiday schedule for CIR unit members shall be comprised of Eight (8) Holidays: New Year's Day; Martin Luther King, Jr. Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; the day after Thanksgiving; Christmas Day.

G. Effective July 1, 2015, the annual parking fee will be calculated as follows:

For salaries from \$50,000-\$59,999, the rate shall be .002 of the employee's annual salary;

For salaries from \$60,000-\$69,999, the rate shall be .0022 of the employee's annual salary;

For salaries from \$70,000-\$79,999, the rate shall be .0024 of the employee's annual salary.

H. As of the 2015 Spring Semester, CIR unit members shall be eligible for employee and dependent tuition remission in accordance with the provisions of Rutgers' Policy 60.2.1 so long as this Agreement is ratified and approved by the beginning of the 2015 Spring Semester.

I. If the parties do not agree to the terms outlined in this Memorandum of Agreement by November 21, 2014, such proposals shall be deemed withdrawn.

**CIR**

**RUTGERS, THE STATE UNIVERSITY  
OF NEW JERSEY**

\_\_\_\_\_  
Juanita Howard

\_\_\_\_\_  
Lisa Bonick

\_\_\_\_\_  
Karen R. Stubaus

The following are reproductions of side letters between the University and CIR. The signed originals are on file at the offices of the Rutgers, The State University of New Jersey and the Committee of Interns and Residents.

SIDE LETTER # 1

September 5, 2003

Abdel Kanan, Esq.  
Director of Labor Relations  
UMDNJ  
65 Bergen Street – Room 1248  
Newark, New Jersey 07107-3001

Dear Abbe:

This is to confirm that the parties shall reach an agreement by November 15, 2003 on the issue of Reassignment from Clinical Duties. Upon reaching an agreement by November 15, 2003, the language shall be considered part of the Collective Bargaining Agreement (“Agreement”), dated November 1, 2002 – October 31, 2005, and shall be enforceable as if already incorporated into the body of the Agreement. The provision will only be applicable prospectively after an agreement has been reached.

The parties also agree that the agreed upon “Reassignment from Clinical Duties” provision shall be incorporated into the body of the Collective Bargaining Agreement when the next such agreement is negotiated.

Very truly yours,

Ralph DeRosa  
Deputy General Counsel

By: \_\_\_\_\_  
Abdel Kanan, Esq.  
Director of Labor Relations  
UMDNJ

By: \_\_\_\_\_  
Ralph DeRosa  
Deputy General Counsel  
Committee of Interns & Residents

SIDE LETTER # 2

June 5, 2003

Abdel Kanan, Esq.  
Manager of Labor Relations  
UMDNJ  
65 Bergen Street, 12<sup>th</sup> Floor  
Newark, New Jersey 07102

RE: Lockers and Bulletin Boards

Dear Mr. Kanan:

If a problem is presented regarding lockers, the GME and CIR shall meet at the respective institution and discuss the availability of lockers. If space is available, it shall be a priority to provide lockers for housestaff officers while they are on duty.

Regarding bulletin boards, the UMDNJ shall use its best efforts and encourage affiliates to permit CIR to utilize space for written communication to the CIR membership.

Sincerely,

Sharon McAleavey  
Coordinator

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Abdel Kanan, Esq.  
Manager, Labor  
Relations

### SIDE LETTER # 3

#### Committee for Meal Allotments

The Committee shall be comprised of four representatives appointed by CIR and four representatives appointed by the University.

The Committee shall make recommendations to improve the system of meal allotments to the Deans of Medical Education on or before September 1, 2015. The Committee shall be convened within thirty (30) days of the ratification of the parties' collective negotiations agreement and shall meet at least monthly thereafter.

The pending meal allotment arbitration will be held in abeyance until September 1, 2015. The parties shall schedule an arbitration date for a date after September 1, 2015 and CIR may proceed with the arbitration on that date.

SIDE LETTER # 4

John Ronches, Executive Director  
Committee of Interns & Residents  
386 Park Avenue South # 1502  
New York, New York 10016

Dear Mr. Ronches:

In the event of a discontinuation of a training program, the University agrees that it will make every effort to place a displaced HSO in another appropriate University (UMDNJ) program, or if necessary, a program outside the University.

Very truly yours,

Howard J. Pripas, Esq.  
Director of Labor  
Relations

HJP/mp

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John Ronches  
Executive Director

SIDE LETTER # 5

Howard Pripas, Esq.  
Manager of Labor  
Relations UMDNJ  
65 Bergen Street, Suite 1200  
Newark, N.J. 07107

Dear Mr. Pripas:

This letter shall serve to confirm the following agreement between the parties for a successor agreement to establish a joint committee to discuss work hours.

To address the concerns raised in the 1999-2002 contract negotiations, this side letter will confirm that the CIR and UMDNJ agrees to establish a joint committee to address the issue of work hours for interns and residents.

1. This joint committee shall hold an initial meeting no later than July 31, 2000. The committee will meet at least on a monthly basis.
2. This joint committee shall include representatives chosen by the CIR and the respective GME programs and University Human Resources. There will be no more than six (6) representatives for each of the two parties. Alternate representatives can substitute for the designated representatives. The committee may appoint subcommittee(s) to review hours in particular departments where concerns are expressed.
3. Relevant information will be made available which shall include but not be limited to, work hours and call schedules for each department.
4. Within 6 months of the initial meeting the committee will attempt to reach agreement and issue a written report with recommendations to UMDNJ Central Administration and to each of the three Schools.

Sincerely,

Eric Scherzer  
CIR – Associate Director