

AGREEMENT BETWEEN

THE STATE UNIVERSITY OF NEW JERSEY

RUTGERS

AND

**DOCTORS COUNCIL, SEIU
LOCAL 10MD**

July 1, 2018 – July 31, 2022

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ARTICLE 1 – RECOGNITION

1. Rutgers, The State University of New Jersey (hereinafter "Employer" or "University") recognizes Doctors Council, SEIU (hereinafter "Union") as the sole and exclusive collective negotiations representative of all full-time and regular part-time (designated by the University as 50% time) staff physicians employed by Rutgers in Rutgers Health Services, Camden Health Services and Rutgers University Health Services in Newark (hereinafter collectively referred to as "Health Services"). Excluded are the Medical Director- Health Services, supervisory physicians, probationary, per diem, temporary, and casual employees; all managerial and confidential employees, police, fire and craft employees, employees in all other negotiations units and all other employees.
2. Whenever the words "employee(s)" or "physician(s)" are used in this Agreement, it shall be deemed to mean the employees in the negotiations unit as defined in Article 1, Section 1, above.

ARTICLE 2 - NONDISCRIMINATION

In the application of provisions of this Agreement or University regulations and policies affecting terms and conditions of employment, there shall be no discrimination by the University or the Union against any member of the bargaining unit because of race, creed, color, sex, religion, national origin, marital status, age, handicap, status as a Vietnam-era or disabled veteran, sexual orientation, or membership or non-membership in or activity on behalf of or in opposition to the Union.

ARTICLE 3 - UNION SECURITY

1. The University agrees to deduct dues from the paycheck of each employee who furnishes a voluntary written authorization for such deduction for as long as the employee continues the authorization. Such authorization must be on a form acceptable to the University. The Union shall remit signed authorization forms to the Office of Labor Relations. Each bargaining unit member may cancel such written authorization by giving written notice of such cancellation to the University and the Union between July 1 and July 15 of each calendar year.

The amount of dues shall be such amount as may be certified in writing to the University by the Union at least forty-five (45) days prior to the date on which deduction of dues is to be made. The Union shall pay all programming costs associated with deduction of dues.

2. The University shall remit electronically to the Union biweekly all dues deducted together with a list of names of members from whose pay such deductions were made.

The Employer assumes no obligation, financial or otherwise, arising out of the provisions of this Article and the Union agrees that it will indemnify and hold the Employer harmless for any claims, judgments, actions or proceedings made by any employee arising from deductions and

remitted to the Union.

3. Indemnification

Doctors Council hereby agrees to indemnify, defend, and save harmless the University from any claim, suit, action or judgment, including reasonable costs of defense, which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as dues under the provisions of the Agreement. This indemnification provision shall continue during any extension of this Agreement or during any period in which Doctors Council is collecting dues in accordance with this article.

ARTICLE 4 - UNION NOTIFICATION, RIGHTS, ACTIVITY AND VISITATION

1. The University agrees to furnish to the Union access, via the Union Library, to a register of the employees in the negotiations unit. The register shall be in the form of an Excel file made available electronically, with the following fields, if the information is on file with the University:

Name, Employment Date, Title, Home Address, Work Email, Work Phone, Personal Email, Cell Phone, Home Phone, and Work Address.

2. The Union shall be notified at the Employer's earliest convenience of any proposed new rule, policy, or procedure which affects the mandatorily negotiable terms and conditions of the employees in this negotiations unit. Changes in such rules, policies, or procedures will be negotiated with the Union before they are established or promulgated to employees represented by this negotiations unit.
3. Representatives of the Union shall have reasonable access to Rutgers' premises for the purpose of conferring and/or conducting meetings with the Employer, delegates of the Union and/or employees, and for the purpose of administering this Agreement. Such representatives must obtain permission from the Director of Health Services in New Brunswick or, at the Newark and Camden campuses, from the director of the Health Services facility for visits during working hours. No employee may leave the work site without obtaining permission from the supervisor.
4. The Union may designate one physician to act as the Union Delegate without loss of pay in accordance with #5 below. The name of this Union Delegate shall be certified in writing to Rutgers by the Union.
5. The Union Delegate may be granted permission to be away from work without loss of pay only for the purpose of attending grievance meetings or labor/management meetings and only when such meetings cannot be arranged during non-work hours. Such time away from work shall be reported on a form devised by Rutgers, and may not exceed a total of 15 hours in a fiscal year. Employees may not engage in non-work activity during work time without permission of the supervisor.

ARTICLE 5 - MEDICAL EDUCATION & TRAINING

Employment decisions will be based on a variety of factors including institutions of medical education and/or training. Health Services will not make employment decisions based solely on country of medical education and/or training.

ARTICLE 6 - HOURS OF WORK

1. **Schedules.** Prior to the beginning of each semester, and prior to June 30 with respect to summer schedules, the Director or his/her designee will advise the physicians of their schedules. Thereafter, Rutgers will not arbitrarily reduce or increase the hours assigned, change the days assigned, or change assigned on-call or after-hour coverage schedules. Where a major permanent schedule change is necessary, Health Services will give at least a month's notice to the affected physician(s) in writing with a copy to the Union. When a schedule change is due to an emergency, physicians will be notified as soon as practicable.
2. **After-hour and Weekend Physician Coverage.** Physicians who are not regularly scheduled for weekend coverage but who wish to be assigned it should make that request in writing to the appropriate supervising physician.

Authorization of compensatory time off shall not be inconsistent with the provisions of University Policy 60.3.15, "Additional Compensation for Full Time Staff Members with "No Limit" (NL) Titles."

3. **Switching Assignments.** A physician who wishes to switch a weekend assignment for personal reasons has the responsibility of arranging for coverage and informing the appropriate supervising physician or his/her designee prior to making the switch.
4. **Illness.** A physician who is ill will continue to arrange other coverage unless he/she is not physically able to do so. If the physician is not physically able to arrange for other coverage, he/she will notify the appropriate supervising physician or his/her designee who will assign a physician to cover the ill physician's weekend coverage duties.

ARTICLE 7 - PERFORMANCE APPRAISALS

Physicians shall be appraised periodically but at least annually. The purpose of this evaluation is to provide a regular dialogue between supervisors and physicians in which supervisors inform physicians about their expectations of physicians in the performance of their key areas of responsibility and about the extent to which the physicians are meeting these expectations.

Physicians shall be provided an opportunity to comment on the quality of the supervision they receive.

ARTICLE 8 – SALARY

Preface: Salary Increases.

Salary increases are subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purposes identified in this article for the full period of the Agreement.

I. Application Of The Subject To Language In The Preface To This Article

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.¹ If the University invokes the prefatory “subject to” language following the determination of a fiscal emergency, the University agrees as follows:

- A. The University shall provide Doctors Council 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 Doctors Council 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.

- B. Along with the Notice provided to Doctors Council pursuant to paragraph A 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;

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

- 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.

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

- C. During the notice period, upon written request by Doctors Council, 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 Doctors Council may file a category one grievance pursuant to paragraph E below.
- D. Doctors Council 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 C above.
- E. If the parties have not agreed upon measures to address the fiscal emergency, Doctors Council may file a grievance under Article 19 of the Agreement. The grievance shall proceed directly to arbitration pursuant to Article 19. 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 this Article. The parties designate Arbitrator Joseph Licata 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.

1. **Salary Schedules.**

Annualized salaries for physicians will be as specified on the salary schedules, attached hereto as Appendices A and B. Salaries for physicians on 10-month appointments and/or on part-time status will be pro-rated accordingly.

Fiscal Year 2018-2019

All persons who were negotiations unit members on June 30, 2018 and who continue to be employed in a negotiations unit position through the date of payment shall receive a 3.0% across-the-board salary increase to his/her base salary retroactive to July 1, 2018.

Fiscal Year 2019-2020

All persons who were negotiations unit members on June 30, 2019 and who continue to be employed in a negotiations unit position through the date of payment shall receive a 3.0% across-the-board salary increase to his/her base salary retroactive to July 1, 2019.

Fiscal Year 2020-2021

Negotiations unit members shall receive an across-the-board salary increase to his/her base salary in the amount of 3.0%. The salary increase for Fiscal Year 2020-2021 shall be deferred and not paid until July 31, 2021. To be eligible for this increase, negotiations unit members must be on the University's payroll in a negotiations unit position on July 31, 2021 and continue to be on the payroll in a negotiations unit position on the payment date of the increase.

Fiscal Year 2021-2022

Negotiations unit members shall receive an across-the-board salary increase to his/her base salary in the amount of 2.5%. The salary increase for Fiscal Year 2021-2022 shall be deferred and not paid until July 31, 2022. To be eligible for this increase, negotiations unit members must be on the University's payroll in a negotiations unit position on July 31, 2022 and continue to be on the payroll in a negotiations unit position on the payment date of the increase.

All increases noted for the above fiscal years will be reflected in the minimum and maximum annualized salaries of Physician I and Physician II except that effective July 31, 2022, the maximum annualized salary for a Physician I will be increased to \$224,009 on the salary table and the maximum annualized salary for a Physician II will be increased to \$252,010 on the salary table.

The past practice of implementation of salary increases for ten (10) month employees shall continue. The entire pool of merit-based funds shall be distributed to physicians in the bargaining unit each year.

The above-stated increases for Fiscal Year 2018-2019, Fiscal Year 2019-2020, and Fiscal Year 2020-2021 shall be implemented and paid as soon as operationally feasible after the Union's ratification of this Agreement. For Fiscal Year 2021-2022, the above-stated increase shall be implemented and paid as soon as operationally feasible after July 31, 2022.

2. **Peer Evaluation Committee**

A Peer Evaluation Committee, whose parameters are set forth below, shall recommend the amount of the annual merit-based increases.

This Committee will not meet for the duration of this negotiated Agreement.

The Committee shall be comprised of two regular members and one alternate member (collectively referred to as the “Committee Members” unless otherwise specified). The alternate member shall serve for the purpose of recommending the amount of the annual merit-based increases for each of the two regular members. Doctors Council shall designate both the regular members and alternate member of the Committee and will notify Student Health Services of the identity of the members and any such changes in the membership.

Release Time

The Committee Members shall collectively receive a total of twelve (12) hours of release time during normal working hours for the purpose of determining the recommended amount of all eligible unit members’ annual merit-based increase. Committee Members shall be responsible for apportioning the total of twelve hours among themselves.

Release Time will be available beginning March 1 of each Fiscal Year. A regular and/or alternate Committee member who desires Release Time shall request such time at least two (2) weeks in advance. Requests for Release Time will not be granted, and previously-approved requests may not be honored, when the release time will interfere with the proper discharge of the work in Student Health Services. In the event of cancellation of approved Release Time, Student Health Services will work with the member(s) to reschedule the Release Time.

Notifications

On March 1st of each Fiscal Year, Student Health Services will notify Doctors Council of the estimated amount of the unit members’ total base salaries as of the close of such Fiscal Year. If there are subsequently any changes to the estimated amount, Student Health Services will notify Doctors Council accordingly.

On April 1st of each Fiscal Year, the Committee shall submit to Student Health Services its recommendations for merit-based increases for unit members for the next Fiscal Year. In the case of 10-month employees, the Committee should indicate whether the recommended increase represents an annualized amount or a pro-rated, 10-month amount.

Finality

The Committee’s recommendations as to what amount, if any, of a merit- based increase shall be awarded to a unit member is not subject to the Agreement’s Grievance Procedure or any other forum of appeal that may be provided by University Regulations and Procedures.

3. **Outside Offers**

If the Director determines that it is necessary to increase a physician’s salary to meet an outside offer, the Union will be notified.

4. **Initial Placement on the Salary Range**

The salary of newly hired physicians will be at a rate within the minimum to maximum of the range which the department deems appropriate. If it is necessary to hire a physician at a salary beyond the maximum of the appropriate range, the Union will be notified.

5. **Salary Bump-Up**

The University shall have the right to make market rate adjustments as necessary to recruit and retain qualified employees. Effective upon ratification, the following shall apply:

If the University hires a psychiatrist at a higher annualized twelve month salary than one or more incumbent psychiatrist(s), the salary of such incumbent psychiatrist(s) which is below that of the new hire shall be increased to the new hire's salary, retroactive to the new hire's date of hire.

If the University hires a physician with a Certificate of Added Qualification in Sports Medicine at a higher annualized twelve month salary than one or more incumbent physician(s) with a Certificate of Added Qualification in Sports Medicine, the salary of such incumbent physician(s) with a Certificate of Added Qualification in Sports Medicine which is below that of the new hire shall be increased to the new hire's salary, retroactive to the new hire's date of hire.

If the University hires an internist* at a higher annualized twelve month salary than one or more incumbent internist(s), the salary of such incumbent internist(s) which is below that of the new hire shall be increased to the new hire's salary, retroactive to the new hire's date of hire.

The increases provided for in the above paragraphs will be implemented upon the completion of the new hire's probationary period, retroactive to the new hire's date of hire.

* The term "internist" is intended to refer to a physician who is neither a psychiatrist nor a physician with a Certificate of Added Qualification in Sports Medicine.

ARTICLE 9 - FUNERAL LEAVE

An employee who is absent from work due to death in the immediate family (mother, father, spouse, domestic partner, partner in a civil union, child, foster-mother, foster-father, foster-child, step-mother, step-father, step-child, sister, brother, grandmother, grandfather, great-grandmother, great-grandfather, grandchild, mother-in-law, father-in-law, son-in-law, daughter-in-law, child of a partner in a civil union, child of a domestic partner, parent of a partner in a civil union, parent of a domestic partner, step-sister, step-brother, or any relative of the employee residing in the employee's household) may charge up to three (3) days for such absence to funeral leave. However, in the event that the funeral of a member of the immediate family is held at some distant location, and the employee will attend, an exception to the above may be requested by the employee to provide for up to five (5) days of absence to be charged to funeral leave.

ARTICLE 10 - HOLIDAYS

The regular paid holidays observed by Rutgers are: New Year's Day, Martin Luther King's

Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. When any of the above holidays falls on a Sunday, the following Monday is observed in lieu of the holiday. When any of the above holidays falls on a Saturday, the preceding Friday will be observed in lieu of the holiday.

In addition, Rutgers shall observe as holidays either one full holiday or two (2) half holidays during the year-end holiday season, three (3) other holidays to be annually determined by Rutgers, and two (2) personal holidays to be selected by the individual employee. Employees shall be eligible for the individually selected holidays after six (6) months of employment and the rules for its use will be governed by those applicable to Administrative Leave.

ARTICLE 11 - JURY DUTY

Rutgers shall grant time off with full normal pay to any regularly appointed employee who is required to serve for jury duty during such periods as the employee provides documentation that he or she is actually upon such duty. If jury duty does not require the full work day, the employee must return to his/her duties.

ARTICLE 12 - SICK LEAVE

Sick leave is defined as a necessary period of absence because of the employee's own illness or for exposure of the employee to contagious disease.

Sick leave may also be used for pre-planned medical and dental appointments provided that the employee submits a request as soon as is practical with the expectation that the employee shall provide at least one week's notice if possible. Requests shall not be unreasonably denied. All requests shall be consistent with medical confidentiality. Upon request, the employee shall provide verification from the employee's medical or dental provider of the date and time of the appointment. If a request is initially denied and the employee provides verification of the medical necessity of the specific date and time of the appointment, the employee's request to utilize sick time for that date shall not be denied.

The meaning of sick leave may be extended to include a charge to the employee's accrued sick leave time to provide medical care to a seriously ill family member as defined in the special circumstances described below. The number of days that the employee may charge to accrued sick leave time for the special circumstances described in sections 1 and 2, below, shall not exceed a total of fifteen (15) days per fiscal year.

The meaning of sick leave shall also be extended to include the following Special Circumstances:

1. Emergency Attendance.

Employee's emergency attendance on a member of the employee's family (mother, father, spouse, domestic partner, child, step child, foster child, grandchild, sister, brother, grandmother, grandfather) who is seriously ill.

2. Medically Certified Care.

Employee's attendance upon the employee's seriously ill family member at a hospital, health care facility, or at home, or the employee's transport of the employee's seriously ill family member to medical treatment, when properly certified by a Health Care Provider on the form designated in Appendix D. Use of sick leave will not be permitted where the employee has failed to provide the certified form.

Medically certified care does not cover such situations as illness not defined as seriously ill, matters unrelated to medical needs, baby-sitting, running errands, and/or running a business for the family member while he/she is ill.

Sick leave days are earned at the rate of 1-1/4 days for each full month of service (fifteen (15) per fiscal year for 12-month employees) except that employees hired after the beginning of the first fiscal year will earn one (1) day for each full month of service in the first year of employment.

Employees who require more sick leave than accumulated will have their pay adjusted accordingly except that employees may charge such time to vacation or administrative leave. In such cases, all sick leave policies will apply.

Employees are expected to notify their supervisor preferably by telephone as early as possible at the beginning of the workday on which a sick leave day is used and to keep the supervisor adequately informed should the absence extend beyond one (1) day.

Unused sick leave is cumulative.

ARTICLE 13 - ADMINISTRATIVE LEAVE

Full-time 12-month employees shall be granted three (3) days administrative leave at the beginning of each fiscal year except that employees hired after the beginning of the fiscal year shall be granted a half (1/2) day administrative leave after each full calendar month of service in the first fiscal year of employment to a maximum of three (3) days.

Administrative Leave shall be granted by Rutgers upon the request of the employee and shall be scheduled in advance, except for unforeseen emergencies, provided the request can be granted without interference with the proper discharge of the work in the work unit involved.

Administrative Leave may be used for religious observances or days of celebration, personal affairs, business and emergencies. Where there are more requests at one time than can be granted without interfering with the proper conduct of the work unit, priorities in granting such requests shall be: (1) emergencies; (2) religious holidays; (3) personal matters; (4) other personal affairs. Administrative Leave may be scheduled in half-day units.

Unused Administrative Leave may not be carried into the next fiscal year.

ARTICLE 14 - VACATION

Regularly appointed full-time employees are first eligible to accrue vacation on the basis of one (1) day for each full month employed during the first fiscal year they are employed. Vacation allowance

is earned on a monthly basis to a maximum number of days per year as set forth below. Vacation allowance is earned for each full month of employment. Employees will be able to use accrued vacation time as soon as such time is credited (i.e. the following month). Employees on leave for a month or more do not earn vacation.

Any vacation allowance accrued at the time of retirement must be taken prior to the effective date of retirement. The retiring employee is entitled to any unused vacation earned in the previous fiscal year plus the amount of vacation accrued on a pro-rata basis for service in the fiscal year in which retirement occurs.

Vacation accrual is based on fiscal years of service and is as follows for 12-month full-time exempt (NL and N4) employees. Vacation is pro-rated for 10-month employees:

1. Less than one fiscal year of service: one working day for each full month of service
2. Completed one through four fiscal years: 15 working days
3. Completed five through 19 fiscal years: 20 working days
4. Completed 20 or more fiscal years: 25 working days

As of July 2010, the vacation balance on the days remaining report in Absence Reporting System (ARS) will reflect all accrued vacation time (the sum of carryover amount, vacation time earned in previous year and vacation accrual date).

A maximum of the number of days equivalent to the staff member's current year's vacation accrual may be carried forward into the succeeding year. No employee will be able to carryover more than his or her accrual rate, the balance of unused vacation time beyond the allowed carryover as set forth above will be subject to forfeiture.

An employee who makes a written request for vacation shall receive a written response to said request within 14 calendar days from the date the request is received. An employee who makes a written request for vacation more than 30 days in advance, of the requested date(s), shall receive a written response within 14 days from the date the request is received. The written response shall approve, reject or defer a decision to specific later date.

Vacations must be scheduled at the convenience of each department according to departmental work requirements. Requests for vacations shall not be unreasonably denied. Any vacation time taken must be recorded in the ARS as vacation time is used.

An employee on vacation shall not be unreasonably required to return to work from said vacation unless an emergent situation has arisen which requires the employee's presence and no other employee is available or qualified to remedy the emergent situation. Upon request from the employee, the employee's supervisor shall provide within 14 days of the emergency a written explanation of the emergency.

An employee who returns to work from a scheduled vacation day in response to an emergency shall be compensated accordingly:

Any employee who is recalled from a scheduled vacation, shall be guaranteed a minimum of one (1) hour of compensatory time. Such employee shall be required to work all hours, in addition to the one (1) hour minimum guarantee, which are required by the employee's supervisor and shall be compensated with compensatory time for all such time worked.

If an employee is recalled to work from a scheduled vacation day(s) in June of a fiscal year and the employee is unable to reschedule the vacation day(s) during the same fiscal year, resulting in a potential forfeiture of such day(s) for excessive carryover, the employee shall not be required to forfeit such day(s). The employee shall be permitted to carryover such day(s) to the next fiscal year.

An employee who is recalled to work from a scheduled vacation and who is unable to return to work from the scheduled vacation shall not be subject to discipline.

ARTICLE 15 - CONTINUING MEDICAL EDUCATION

Physicians shall provide the appropriate supervising physician annually with evidence of completing 50 hours of continuing medical education consistent with AMA criteria. Physicians based in New Brunswick shall attend the continuing education program which is coordinated by the appropriate supervising physician and the Professional Development Committee.

Effective July 1, 2007 and annually each July thereafter, Employees shall continue to be eligible for paid CME leave to attend or take professional medical education conferences or programs subject to the following:

- (a) The total attendance at such professional medical education conferences or programs by an Employee does not exceed eight (8) working days per fiscal year (July 1 – June 30). These days can be used by an Employee to travel to and from a CME event;
- (b) A timely written request with appropriate documentation is submitted by the Employee to the immediate supervisor at least fifteen (15) business days prior to the date of the CME leave; and
- (c) Requests for CME leave shall not be unreasonably denied. The appropriate supervising physician or his or her designee shall notify the Employee of the approval/disapproval of a written request for CME leave within ten (10) business days of receipt of the Employee's request. If the employee has not been notified in writing of the approval/disapproval by the tenth (10th) business day after the request has been made, the Employee should contact his/her immediate supervisor to inquire about the status of the request. Any approved CME leave shall not be subsequently changed unless an emergency situation exists and in that case the Employee shall be reimbursed for any unrecoverable loss up to the requested amount.

Effective July 1, 2016, and annually each July thereafter, an Employee shall be reimbursed a maximum of two thousand seven hundred fifty dollars (\$2,750.00) per fiscal year (July 1 – June 30) for costs related to his/her attendance at professional medical education conferences or programs, costs associated with taking audio/video or on-line internet based medical education programs, costs associated with preparation for and/or taking a board certification or re-certification examination, DEA registration (if applicable), books, videos, study courses, professional periodicals, lab coat(s) or any legitimate related clothing, equipment or supplies within forty five (45) days after submission of

appropriate documentation for reimbursement. The foregoing shall be reimbursable whether occurring during work time or not.

Physicians may request to attend the grand rounds of an affiliated institution. If the request is granted, the physician is obligated to attend the grand rounds or report to work if he/she does not attend.

To continue in employment at Rutgers, physicians hired after January 1991 must pass their specialty board exams by the second time the exam is offered following the initial appointment. Continued appointments without passing a board exam shall be considered an exception and require the approval of the Executive Committee. Physicians shall be eligible for three (3) days' time off to prepare for and take the exam. If the physician must take the exam subsequently, the physician will be eligible for up to two (2) days' time off to take the exam.

After a physician has completed six (6) continuous years of meritorious performance, he/she may apply for up to a three-month Continuing Medical Education Leave to pursue activities related to continuing medical education or to other interests of the Health Services. For the purpose of this paragraph only, physicians employed prior to November 13, 1992 shall be credited with a year for each year of employment up to three (3) years. Applicants for such leave shall submit a plan to the Director. Approval of such leave is at the sole discretion of Rutgers. Such leave may be granted with salary, with partial salary, or without salary.

If the Director requires a physician to attend a conference, the physician's expenses will be covered in accordance with the travel regulations set forth in the University Regulations, Procedures, and Forms Usage Manual.

ARTICLE 16 - LEAVE WITHOUT PAY

A physician who has completed at least one (1) year of regular employment may submit a written request for leave of absence without pay for consideration by the Director. If the purpose of the leave is for other than emergency reasons, the request for leave must be made at least one semester in advance. Such requests shall be granted only in exceptional situations.

If the purpose of the leave is medical education, the Director will accommodate the request if the Director determines that the education is necessary for the job and that such leave will not disrupt service to the students.

When a physician is unable to perform the duties of his/her job because of illness or injury and has used all accumulated sick time, the Director in his/her discretion may grant a medical leave of absence without pay. Such leave shall be granted only for medically substantiated reasons and shall be limited to a period of three (3) months.

If a physician requests such leave to enter a drug or alcohol rehabilitation program, a one-month leave will be granted. Additional time may be granted at the discretion of the Director.

Physicians should ascertain their benefits status and what action is needed on their part at the time leave without pay begins.

Family Leave Acts. The New Jersey Family Leave Act, N.J.S.A. 34:11b-1, et seq., and the federal Family and Medical Leave Act of 1993 are applicable to physicians in this unit who meet the eligibility criteria of the Acts.

Notwithstanding any other provisions in this agreement or in University policies, in the event that an employee is eligible for and takes a leave of absence under the Federal Family and Medical Leave Act, New Jersey Family Leave Act, or the New Jersey SAFE Act, the employee must also use any available sick time or sick leave, whichever is applicable, during the period of the leave of absence, and said sick time or sick leave shall run concurrent with the leave permitted by statute.

ARTICLE 17 - LABOR/MANAGEMENT CONFERENCES

A Labor/Management Conference is a meeting between the Union, the Office of Labor Relations and such other representatives of Rutgers as may be appropriate to consider matters of general interest and concern other than grievances and/or to present grievances which allege a misinterpretation, misapplication, or violation of a Rutgers policy or administrative decision relating to wages, hours, or terms and conditions of employment which are not mandatorily negotiable. Such a meeting may be called by either party and shall take place at a mutually convenient time and place.

ARTICLE 18 - DISCIPLINE

No physician will be disciplined without just cause, and the sole right and remedy of a physician who is disciplined shall be to file a grievance in accordance with the grievance procedure in this Agreement.

Except as may be otherwise provided for in this Agreement, progressive discipline shall follow the guidelines established by the University and published periodically. A copy of subsequent updates to the guidelines will be sent by the Office of Labor Relations to the Union as they are issued.

ARTICLE 19 - GRIEVANCE PROCEDURE

1. Employees who are beyond the probationary period may use the grievance procedure.

Physicians are probationary during their first 90 days of employment.

A grievance is defined as a claimed violation of any provision of this Agreement or of any Rutgers policy relating to mandatorily negotiable wages, hours or terms and conditions of employment, or an allegation that with respect to an administrative decision which affects mandatorily negotiable terms and conditions of employment, there has been a misinterpretation, misapplication or violation of such administrative decision which has affected mandatorily negotiable terms and conditions of employment. Any decision not to reappoint a physician to the medical staff will be subject to the grievance procedure except for non-reappointment at the end of the initial appointment.

Employees should in the first instance discuss grievances informally with the person who precipitated the grievance. If there is no resolution at the informal stage, the procedure will be as follows.

Step 1

The grievance shall be presented in writing to the person who took the action, normally the immediate supervisor, within ten (10) working days after the occurrence of the event giving rise to the grievance. The grievance shall specify the alleged violation being grieved. Within two (2) working days after the grievance is submitted, the supervisor will arrange for a meeting. The employee may have representation at the meeting, if he/she desires, by a negotiations unit member employed by the University. This first level of supervision shall give his/her answer to the employee in writing within five (5) working days after the meeting.

Step 2

If the grievance is not resolved at Step 1, the employee may, within three (3) working days of the written answer, forward the grievance to the second level of authority with a copy to the first level of authority and to the Office of Labor Relations. Within five (5) working days of receipt of the written grievance, this second level of authority shall arrange for a meeting. The employee may have representation at the meeting, if he/she desires, by a negotiations unit member employed by the University. This second level of authority shall send his/her written answer within five (5) working days after the meeting to the employee, to the representative, if present, and to the Office of Labor Relations.

Step 3

If the Union is not satisfied with the Step 2 answer, the Union may request a Step 3 hearing by the Office of Labor Relations by forwarding the grievance to the Office of Labor Relations within three (3) working days of receipt of the Step 2 answer. Within five (5) working days, the Office of Labor Relations shall arrange for a meeting. The employee may be accompanied at the meeting by a representative of the Union who is not an employee of Rutgers. Within five (5) working days after the meeting, the Office of Labor Relations shall send a written answer to the employee and to any representative present at the meeting.

Step 4

If the grievance is a claim that a provision of this Agreement has been violated, and if that provision has not been designated as not subject to arbitration, the Union may submit the grievance to advisory arbitration within ten (10) working days after receipt of the written Third Step answer.

2. The arbitrator will be chosen from a panel or panels to be provided by the American Arbitration Association in accordance with the rules and procedures of the agency. The costs and expenses incurred by each party shall be paid by the party incurring the costs except that the fees of the neutral arbitrator and the administering agency shall be borne

equally by Rutgers and the Union.

3. To be valid, a decision at any step must be within the extent of the authority of the hearing officer. No arbitrator functioning under the provisions of this grievance procedure shall have the power to amend, modify or delete any provision of this Agreement, nor may an arbitrator substitute his/her judgment for the medical judgment of persons charged with the responsibility for making that judgment. The arbitrator must expressly confine himself/herself to the precise issues submitted for determination.
4. Whether or not pursued, this procedure shall constitute the sole and exclusive right and remedy of negotiations unit members and the Union for any and all claims cognizable under this procedure.
5. The time limits above may be extended by mutual agreement of the parties to the grievance.
6. For the purpose of this provision, Saturdays, Sundays and holidays shall not be considered working days in computing the time limits provided for above. For grievants on 10-month appointments, July and August are not considered working days with respect to initial filing of a grievance except in the case of discipline. Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, or such additional period of time as may be mutually agreed upon in writing, shall be considered final. If Rutgers should exceed the time limits in replying to any grievance at any step in the grievance procedure, the grievance may be advanced to the next step.
7. An employee shall not lose pay for the time spent during his/her regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of another employee as a witness during regular working hours, such employee shall not lose pay for such time. However, this allowance of time off without loss of pay does not apply to preparation of the grievance, the grievant, or any witnesses in support of the grievance.

ARTICLE 20 - PERSONNEL FILES

A personnel file for each employee shall be maintained in the office of the Director of the Health Services. If the file is maintained in any other office, the employee will be advised where the file is being maintained. The file shall be available for examination by the employee during normal office hours by prearrangement. The employee may add to the file documents which pertain to his/her employment at Rutgers. The employee may purchase copies of the documents contained in this file for \$0.25 per copy.

ARTICLE 21 - LAYOFF

1. When Health Services decides to reduce the number of employees in the health service, the

employee(s) affected are entitled to notice as set forth below. In making layoff decisions, Health Services will take into consideration physicians' length of service at the University as well as the needs of Health Services.

- a. Five (5) working days notice for each continuous full year of service except that the minimum notice will be 20 working days and the maximum will be 125 working days. For purposes of this notice, 10-month appointments are considered full years and continuous.
 - b. During this notice period, employees will be provided reasonable consideration for time to seek other employment either through use of vacation, administrative leave, accrued compensatory time, adjusted work schedule, or leave without pay. All earned vacation time must be used prior to the effective date of layoff.
 - c. If during this period of notice, a vacancy which is to be filled occurs in the employee's job title, the employee is eligible for that vacancy provided that the Director determines that he/she has the requisite qualifications, ability, and suitability to perform the work available.
 - d. For one (1) year from the date of layoff notice, the employee will remain on a recall list. If during that time a vacancy which is to be filled occurs in the employee's job title, the employee is eligible for that vacancy provided that the Director determines that he/she has the requisite qualifications, ability, and suitability to perform the work available. Notice of recall will be sent by certified mail to the employee's last known address on record.
 - e. An employee who, prior to layoff, was full-time shall not lose his/her position on a recall list by declining a part-time vacancy. An employee who, prior to layoff, was part-time shall not lose his/her position on a recall list by declining a full-time vacancy.
2. In the event Rutgers plans to lay off employees, Rutgers shall give notice to the Union at least 30 days prior to the date of the anticipated layoff and, upon the Union's request, shall meet with the Union to discuss the reason(s) for the layoff.
 3. Rutgers agrees to provide Doctors Council with notice as soon as possible, but in no event later than forty-five (45) days, prior to any privatization or sub-contracting out of the Health Services.

ARTICLE 22 - MEDICAL PRACTICE OUTSIDE THE STUDENT HEALTH SERVICE and SELF REFERRAL

If a physician engages in the practice of medicine other than with Rutgers, such practice may not interfere with or impair the physician's performance of his/her employment. Self-referral of Rutgers' students or employees to the medical practice outside the University will require the permission and approval of the appropriate supervising physician .

ARTICLE 23 - MAINTENANCE OF STANDARDS

Rutgers and the Union agree that employees shall be entitled to enjoy, and shall be subject to, all terms and conditions of employment applicable to employees in the bargaining unit provided for in the University Policy Library. During the life of the Agreement, any change in the University Policy Library affecting mandatorily negotiable terms and conditions of employment of members of the bargaining unit shall be negotiated.

ARTICLE 24 - SEVERABILITY

Rutgers and the Union understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of the Agreement.

ARTICLE 25 - MALPRACTICE COVERAGE

Rutgers provides malpractice coverage for physicians. Coverage extends only to work arising out of and in the course of performance of the duties of employment at the Rutgers University Health Services. Such coverage does not extend to any medical practice outside the Health Services or to any self-referral of Rutgers' students or employees. Rutgers will provide Doctors Council and physicians with written notice of significant changes in coverage.

ARTICLE 26 - PHYSICIANS STAFF MEETINGS

Regular meetings of the physician staff, Rutgers Student Health, shall be held monthly during the academic year and at other times when deemed necessary by special circumstances. Such meetings will be held at a time and place designated by the appropriate supervising physician of Health Services. Members of the physician staff are required to attend such meetings unless excused by the appropriate supervising physician.

The purpose of these meetings is to discuss issues related to the development and implementation of quality student health care programs. Physician staff may exchange information concerning current developments in medical knowledge and patient care, to receive information about professional responsibilities, and provide input and recommendations to the appropriate supervising physician concerning implementation of programs by Rutgers Student Health.

Topics for discussion may also include laboratory testing, vaccine administration, clinical forms, medical equipment, patient flow, etc. Agenda topics may be submitted by all participants.

Employees are encouraged to discuss, report and speak about patient care concerns and no employee shall be disciplined or retaliated against by the University or the Union for doing so and/or

cooperating in the investigation of the same. Employees are required to cooperate in the investigation of patient care concerns and to report patient care incidents in accordance with the law.

ARTICLE 27 - JOB OPENINGS

Vacant positions which are included in the negotiations unit, and which are to be filled, will be posted through University Human Resources' Online Employment Application process. When such a vacancy occurs, physicians who desire to transfer to that vacancy may submit a request for transfer. If Health Services does not grant the request, Health Services will advise the physician why the request is not being granted.

ARTICLE 28 - PARKING

The annual motor vehicle registration fee for employees wishing to register their vehicles for the use of surface campus parking facilities shall be 1/10th of one (1) percent of the employee's annual salary for employees earning less than \$25,000. Thereafter, the rate shall increase 2/100th of one (1) percent (.0002) for each additional \$5000 of salary or portion thereof, the new rate to be applied to the entire salary. Thus, the rate for \$25,000 - \$29,999 is .0012; for \$30,000 - \$34,999 is .0014; for \$35,000 - \$39,999 is .0016, etc.

The fee shall be based on the employee's annual salary at the time of billing. Collection of the motor vehicle registration fee shall be in January of each year.

To the extent permitted by law, effective on January 1, 2000, employees who pay the motor vehicle registration fee for the use of campus parking facilities by way of payroll deduction shall be given the option of paying such fee by way of a pre-tax payroll deduction.

ARTICLE 29 - HEALTH BENEFITS

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. During the term of this Agreement, the University will continue the Rutgers Vision Care Program for employees of the University represented by the Doctors Council.

Members of the bargaining unit who are eligible for health insurance benefits coverage and who are hired on or after September 16, 2004 shall not be eligible for enrollment in the Traditional Plan.

ARTICLE 30 – RETIREMENT AND LIFE INSURANCE BENEFITS

Eligible employees shall participate in the Alternate Benefits Program consistent with the rules and regulations governing these programs, as well as any changes in the rules and regulations made by the State of New Jersey.

ARTICLE 31 – UNIVERSITY CLOSINGS

For a day or days when the University is officially declared as “Closed”, by the President or appropriate Vice-President, employees shall not be required to charge vacation days, administrative leave, or personal holidays to avoid loss of pay.

Notwithstanding the above, employees designated as “essential” personnel may be required to report to work and remain at work unless advised differently by an appropriate supervisor.

ARTICLE 32 – MANAGEMENT RIGHTS

- (A) The University retains and may exercise all rights, powers, duties, authority and responsibilities conferred upon and vested in it by laws and constitutions of the State of New Jersey and the United States of America.
- (B) Except as specifically limited or modified by the terms of this Agreement, or by law, all 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 33 – DIRECT DEPOSIT

All employees shall be eligible for Direct Deposit.

Employees must enroll in Direct Deposit by completing the Direct Deposit Authorization form in Employee Self-Service.

For those employees who are unable to participate in Direct Deposit, if it is deemed operationally feasible, the University shall provide employees with an alternative electronic payment such as a payroll Debit card in lieu of a hardcopy paycheck. If other electronic payment methods are offered by the University in the future, the employee may alternatively elect to utilize such methods.

ARTICLE 34 - FEDERAL FAMILY MEDICAL LEAVE, NEW JERSEY FAMILY LEAVE, NEW JERSEY SAFE ACT LEAVE

Notwithstanding any other provisions in this agreement or in University policies, in the event that an employee is eligible, as set forth by Federal or State statute, and takes a leave of absence under the Federal Family and Medical Leave Act (FMLA), the New Jersey Family Leave Act (NJFLA), or the New Jersey SAFE Act, accrued sick time or sick leave must be used concurrently with the leave permitted by the statutes.

In the event that an employee exhausts accrued paid sick time or sick leave (or, if the employee does not have paid sick time or sick leave accruals to charge concurrently with an approved leave granted pursuant to the FMLA, NJFLA, and/or New Jersey SAFE Act), the remaining statutory leave time shall be unpaid, unless the employee elects to use any other accrued paid time off concurrently.

All such leave requests shall be processed in a manner consistent with medical confidentiality.

Leave for an employee's own serious health condition:

If an employee is approved for medical leave for his/her own serious health condition, only accrued sick time must be used concurrently with the statutory leave, unless the employee elects to use any other accrued paid time off concurrently following the exhaustion of all accrued sick time.

If after an employee has exhausted the leave granted to him/her pursuant to the FMLA or New Jersey SAFE Act, the employee is still unable to perform the duties of his/her position because of his/her own serious health condition and has remaining accrued sick time available, the employee shall be permitted to extend his/her leave of absence by utilizing any remaining accrued sick time provided that the employee provides medical certification substantiating their need for such extension due to their own serious health condition.

If after an employee has exhausted the leave granted to him/her pursuant to the FMLA or New Jersey SAFE Act and has exhausted their accrued sick time, and the employee is still unable to perform the duties of his/her position because of his/her own serious health condition, the employee may be permitted to extend his/her leave of absence by seeking a reasonable accommodation under the Americans with Disabilities Act (ADA) and/or the New Jersey Law Against Discrimination (NJLAD). While such a request is pending, an employee may elect to use any other accrued paid time off. If a leave of absence is approved as a form of reasonable accommodation under the ADA or NJLAD, the employee may elect to use any other accrued paid time off during the leave of absence. To seek additional leave as an accommodation, the employee must submit such a request to Rutgers Office of Employment Equity and comply with the reasonable accommodation process.

Leave to care for a family member:

If an employee is approved for leave to care for a family member with a serious health condition or to care for and bond with a child after birth, adoption or placement in foster care, only accrued sick time or sick leave must be used concurrently with any statutory leave, unless the employee elects to use any other accrued paid time off concurrently with statutory leave following the exhaustion of all accrued sick time or sick leave.

Leave under the New Jersey SAFE Act:

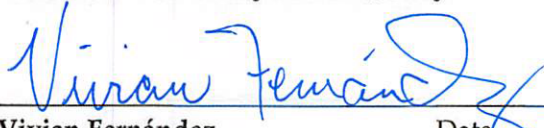
If an employee is approved for leave under the New Jersey SAFE Act, the employee may elect to use accrued paid time off concurrently during such leave (or, if the employee has no accrued paid time off available, the balance of the leave will be unpaid).

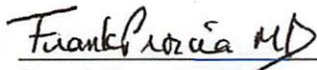
ARTICLE 35 – TERM


This Agreement shall be effective from July 1, 2018 through July 31, 2022.

**RUTGERS,
The State University of New Jersey**

DOCTORS COUNCIL SEIU



12-7-21
Vivian Fernández Date
Senior Vice President for Human Resources


11/8/2021
Frank Proscia, M.D. Date
President, Doctors Council SEIU


11/16/2021
Harry M. Agnostak, J.D. Date
Associate Vice President for Human Resources
Director, Office of Labor Relations


11/16/2021
Jeffrey T. Maschi Date
Director
Office of Labor Relations


11/12/21
Julie Cartegna-Jones Date
Sr. Labor Relations Specialist
Office of Labor Relations

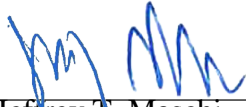

11/24/2021
Francesca M. Maresca, Ph.D. Date
Assistant Vice Chancellor
Rutgers Health Services

**SIDE BAR AGREEMENT FOR ALTERNATE DAY OFF FOR THE PERIOD OF
JULY 1, 2018 THROUGH JULY 31, 2022**

During the period of July 1, 2018 through July 31, 2022, a physician who is regularly scheduled to work Monday through Friday and who, in addition to working Monday through Friday, is required to work Saturday and Sunday to provide on-site clinic coverage at Hurtado Health Center for its regularly scheduled weekend hours of operation will be eligible to request an Alternate Day Off at a later date when classes are not in session during that same academic year. Application for an Alternate Day Off will follow the normal procedures for requesting time off and authorization to take such time will not be unreasonably withheld.

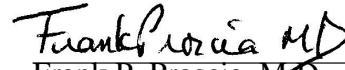
Dated: November 16, 2021

**RUTGERS,
The State University of New Jersey**

By: 

Jeffrey T. Maschi
Director
Office of Labor Relations

DOCTORS COUNCIL, SEIU

By: 

Frank P. Proscia, M.D.
President
Doctors Council SEIU

**SIDE LETTER OF AGREEMENT REGARDING THE
ALTERNATE BENEFIT PROGRAM**


Doctors Council, SEIU, Local 10MD (“Doctors Council” or the “Union”) and Rutgers, the State University of New Jersey (the “University”), hereby agree to the following in connection with the participation of members of the Doctors Council negotiations unit in the Alternate Benefit Program (“ABP”) and Alternate Benefit Program Plan and Trust (the “Trust”).

Members of the Doctors Council negotiations unit may participate in the ABP subject to and consistent with all applicable Federal and State laws, rules, and regulations and University Policies and procedures. In addition, any negotiations unit members who earn in excess of the ABP compensation limit (as determined by State law, rule, and/or regulation) may participate in the Alternate Benefit Program Plan and Trust subject to and consistent with all applicable Federal and State laws, rules and regulations, all applicable Trust documents (which may be amended from time to time), and all applicable University Policies and procedures.

By signing below, the parties indicate their agreement to the above terms.

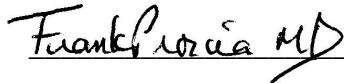
Dated: November 16, 2021

**RUTGERS,
The State University of New Jersey**

By:  _____

Jeffrey T. Maschi
Director
Office of Labor Relations

DOCTORS COUNCIL SEIU

By:  _____

Frank P. Proscia, M.D.
President
Doctors Council SEIU

**APPENDIX A
ANNUALIZED SALARIES
PHYSICIAN I**

EFFECTIVE DATES:	July 1, 2018	July 1, 2019	July 31, 2021	July 31, 2022
MINIMUM	\$113,242	\$116,640	\$120,139	\$123,142
MAXIMUM	\$206,000	\$212,180	\$218,545	\$224,009

**APPENDIX B
ANNUALIZED SALARIES
PHYSICIAN II**

EFFECTIVE DATES:	July 1, 2018	July 1, 2019	July 31, 2021	July 31, 2022
MINIMUM	\$107,156	\$110,371	\$113,682	\$116,524
MAXIMUM	\$231,750	\$238,703	\$245,864	\$252,010

APPENDIX C
PERFORMANCE APPRAISAL

Appendix C is for administration use only. The appraisal matrix set forth below sets forth the current key duties and priority levels that form the basis of annual appraisals for each Physician. Neither the matrix nor any of its parts is made part of or incorporated into the Agreement between Rutgers and Doctors Council, to which this matrix is appended. The University will notify Doctors Council in advance of any changes to these criteria and/or priority levels.

**RUTGERS UNIVERSITY
DOCTORS COUNCIL PERFORMANCE APPRAISAL
for Fiscal Year ____ - ____ (fill in)**

Employee Name:

Notes: Attach this form to the “Recommendation Worksheet” to support salary or bonus recommendations. For more detailed instructions, see the UHR website (<http://uhr.rutgers.edu/>) or call 848-932-3020.

SECTION 1: APPRAISAL MATRIX

1. List the three to five **Key Duties** (use a word or short phrase to describe the duty) of the position.
2. Indicate the **priority percentage** for each duty (should total 100%).
3. **Appraise each duty** in Sections 3 & 4 (the following page), then **transcribe the rating** to the column below.

<u>Key Duties</u>	<u>Priority Rating</u>
1. Patient Care Skills	40%
2. Documentation of patient care referral, labs, etc.	10%
3. Team Membership	40%
4. Professional Development	10%

SECTION 2: OVERALL ASSESSMENT

Based upon the appraisal rating for each key duty and its priority level, indicate the employee’s overall appraisal rating which reflects his/her performance during the past year by checking one of the categories below. Use the following rating scale and provide comments to explain your rating.

(Check only one.)

- D **Meets Standards.** This rating encompasses a range of performance from satisfactorily meeting job expectations to occasionally exceeding job expectations. Almost all APS employees perform their jobs efficiently and with professionalism, so it is expected that most will be rated in this category.
- D **Significantly and Regularly Exceeds Standards.** This rating is reserved for employees who have made exceptional contributions advancing the objectives of their departments and the university and who consistently exceed job expectations. It is intended to recognize substantial accomplishments above and beyond the employee’s regularly assigned responsibilities.
- D **Does Not Meet Standards.** Employees who do not satisfactorily meet job expectations and, overall, do not consistently perform their assigned responsibilities adequately will be given this designation. Employees rated in this category will be provided specific guidelines on how to improve performance and will be reevaluated in six months.

Note: Performance in the higher priority duties should have a greater impact on the overall assessment than performance in the lower priority areas.

Comments (add pages as necessary):

**RUTGERS UNIVERSITY
DOCTORS COUNCIL PERFORMANCE APPRAISAL
for Fiscal Year ____ - ____ (fill in)**

Employee Name:

Key Duty # 1: Patient Care Skills

Note: Please copy this page for each Key Duty and attach additional pages to the form as necessary.

SECTION 3: PERFORMANCE STANDARDS

For each key duty, describe the performance expectations for the **Meets Standards** level of performance. You may describe the performance expectations for the other levels if desired to more fully explain your performance expectations.

D Check here and detail on an attached page if standards are being modified for next year's evaluation process.

Meets Standards

**Elicits relevant history for specific problem; includes psychosocial, risky health behaviors.
Performs relevant physical examination for specific problem, including labs, x-ray, etc.
Organizes and makes a logical synthesis of all collected data and has a sound rationale for clinical decisions.
Implements a therapeutic plan consistent with identified needs of patient accepted standards of practice time limitations of Health Services.**

Significantly and Regularly Exceeds Standards

Considered by others in Health Services as a referral source, a leader, and skilled as a clinician. Is a creative thinker and a role model for positive changes.

Does Not Meet Standards

SECTION 4: APPRAISAL & DOCUMENTATION

Appraisal

Check only one rating level to appraise the employee's performance during the past year on the duty described above. Use the explanations for the rating scales described in Section 2.

- D Meets Standards**
- D Significantly and Regularly Exceeds Standards**
- D Does Not Meet Standards**

Support for Appraisal

Provide documentation and specific examples of performance or accomplishments to support your rating (attach pages as necessary).

**RUTGERS UNIVERSITY
DOCTORS COUNCIL PERFORMANCE APPRAISAL
for Fiscal Year ____ - ____ (fill in)**

Employee Name:

Key Duty # 2: Documentation of Patient Care Referral, Labs, etc.

Note: Please copy this page for each Key Duty and attach additional pages to the form as necessary.

SECTION 3: PERFORMANCE STANDARDS

For each key duty, describe the performance expectations for the **Meets Standards** level of performance. You may describe the performance expectations for the other levels if desired to more fully explain your performance expectations.
D Check here and detail on an attached page if standards are being modified for next year's evaluation process.

Meets Standards

Writes legibly and charts data accurately – in an organized and concise format, with completion of charting in a timely manner.

Uses SOAP format consistently, including problem identification, fills in front cover of charts, and reviews and initials history forms.

Documents follow-ups of all patient contacts, abnormal diagnostic tests, and/or complex problems.

Demonstrates knowledge of policy and procedures of Health Services.

Other clinicians in Health Services are able to follow-up with client because all documentation is clear as to prescribed program of care.

Significantly and Regularly Exceeds Standards

Does Not Meet Standards

SECTION 4: APPRAISAL & DOCUMENTATION

Appraisal

Check only one rating level to appraise the employee's performance during the past year on the duty described above. Use the explanations for the rating scales described in Section 2.

D Meets Standards

D Significantly and Regularly Exceeds Standards

D Does Not Meet Standards

Support for Appraisal

Provide documentation and specific examples of performance or accomplishments to support your rating (attach pages as necessary).

RUTGERS UNIVERSITY
DOCTORS COUNCIL PERFORMANCE APPRAISAL
for Fiscal Year ____ - ____ (fill in)

Employee Name:

Key Duty # 3: Team Membership

Note: Please copy this page for each Key Duty and attach additional pages to the form as necessary.

SECTION 3: PERFORMANCE STANDARDS

For each key duty, describe the performance expectations for the **Meets Standards** level of performance. You may describe the performance expectations for the other levels if desired to more fully explain your performance expectations.

D Check here and detail on an attached page if standards are being modified for next year's evaluation process.

Meets Standards

Consults and collaborates with other professionals.

Shares information and knowledge with other members of health care team.

Makes appropriate patient referrals.

Participates in student teaching and training programs within the Health Services.

Treats others, including patients and other staff members, with respect and an attitude that is professional, calm, and reasonable.

Significantly and Regularly Exceeds Standards

Does Not Meet Standards

SECTION 4: APPRAISAL & DOCUMENTATION

Appraisal

Check only one rating level to appraise the employee's performance during the past year on the duty described above. Use the explanations for the rating scales described in Section 2.

D Meets Standards

D Significantly and Regularly Exceeds Standards

D Does Not Meet Standards

Support for Appraisal

Provide documentation and specific examples of performance or accomplishments to support your rating (attach pages as necessary).

**RUTGERS UNIVERSITY
DOCTORS COUNCIL PERFORMANCE APPRAISAL
for Fiscal Year ____ - ____ (fill in)**

Employee Name:

Key Duty # 4: Professional Development

Note: Please copy this page for each Key Duty and attach additional pages to the form as necessary.

SECTION 3: PERFORMANCE STANDARDS

For each key duty, describe the performance expectations for the **Meets Standards** level of performance. You may describe the performance expectations for the other levels if desired to more fully explain your performance expectations.

D Check here and detail on an attached page if standards are being modified for next year's evaluation process.

Meets Standards

Continues education to enhance clinical skills.

Maintains a current knowledge base.

Maintains appropriate licensure and certification for their profession.

Participates as an active member of Health Services committees.

Significantly and Regularly Exceeds Standards

Does Not Meet Standards

SECTION 4: APPRAISAL & DOCUMENTATION

Appraisal

Check only one rating level to appraise the employee's performance during the past year on the duty described above. Use the explanations for the rating scales described in Section 2.

D Meets Standards

D Significantly and Regularly Exceeds Standards

D Does Not Meet Standards

Support for Appraisal

Provide documentation and specific examples of performance or accomplishments to support your rating (attach pages as necessary).

RUTGERS UNIVERSITY
DOCTORS COUNCIL PERFORMANCE APPRAISAL
for Fiscal Year ____ - ____ (fill in)

Employee Name:

SECTION 5: PERFORMANCE IMPROVEMENT OR ENHANCEMENT

To be completed by supervisor and employee based on performance ratings from prior year and performance expectations for upcoming year. **Must be completed if overall evaluation is "Does Not Meet Standards".**

SECTION 6: SIGNATURES AND COMMENTS

Overall Appraisal Rating (from Section 2): Meets Standards

D Significantly and Regularly Exceeds Standards

D Does Not Meet Standards (will be re-evaluated in October of this year)

First-Level Supervisor

Date

Comments:

Second-Level Supervisor

Date

Comments:

Employee

Date

Notes: An employee's signature does not necessarily indicate agreement with this appraisal;
An employee may request a review of the appraisal as explained in the "Review Process If Procedure Is Not Followed" available on UHR's website (<http://uhr.rutgers.edu/>) or by calling University Human Resources at 848-932-3020.

APPENDIX D – page 1 of 2

**RUTGERS, THE STATE UNIVERSITY OF NEW JERSEY
CERTIFICATIONS REQUIRED FOR USE OF SICK LEAVE TO CARE FOR
A SERIOUSLY ILL FAMILY MEMBER**

This form must be submitted to your supervisor for approval in advance of your absence to provide care for a seriously ill family member whenever possible. In cases when it is not possible to submit the form in advance, it must be submitted not later than 30 days after your absence to provide care for a seriously ill family member. **Without prior and complete certification Sick Leave use will not be permitted for the employee.**

CERTIFICATION BY THE EMPLOYEE (please print clearly)

I have read the DEFINITIONS on the reverse side and I certify that on the following DATE(S):

_____ ; _____ ; _____ ; _____ ; _____ ; _____ ; _____ ; _____ ; _____ ; _____ ;

_____ ; _____ ; _____ ; _____ ; _____ ; I will/did provide the following CARE

(please specify) _____

to my SERIOUSLY ILL FAMILY MEMBER _____

(Name of Seriously ill family member)

Who is my (check one): Spouse Parent Child under 18 Child 18 or over
incapable of self care

Print Employee Name Employee Signature Date

CERTIFICATION BY HEALTH CARE PROVIDER

I have read the DEFINITIONS on the reverse side and I certify that the individual named above as the SERIOUSLY ILL FAMILY MEMBER is my patient who suffers from a SERIOUS HEALTH CONDITION as defined. I also certify that the above named employee of Rutgers University needs/needed to provide CARE for the seriously ill family member identified above on the following dates: _____

Please print or type Name of Health Care Provider Type of Practice

Street Address Telephone Number

City, State, Zip Code Date of Certification

Signature of Health Care Provider License Number

**DEFINITIONS FOR USE OF SICK LEAVE TO CARE FOR
A SERIOUSLY ILL FAMILY MEMBER**

Definition of Serious Health Condition

A. Illness, injury, impairment, physical or mental condition that involves one or more of the following:

1. Inpatient care in a hospital, hospice, residential medical care facility for treatment, recovery, subsequent treatment in connection with the inpatient care.
2. Continuing treatment for:
 - a. a period of incapacity (inability to work, attend school, perform regular daily activities) for more than 3 consecutive calendar days if the period of incapacity also involves treatment two or more times by a health care provider followed by a regimen of continuing treatment under the supervision of a health care provider. Regimen includes a course of prescription medication or therapy requiring special equipment to resolve or alleviate the serious health condition, e.g., oxygen.
 - b. a period of incapacity due to chronic serious health condition. A chronic condition is one which (1) requires periodic visits for treatment by a health care provider; (2) continues over an extended period of time; and (3) may cause episode rather than a continuing period of incapacity, e.g., asthma, diabetes, epilepsy, etc.
 - c. a period of incapacity which is permanent or long term due to a condition for which treatment may not be effective such as Alzheimer's, a severe stroke, terminal stages of a disease.
 - d. Medical intervention, such as chemotherapy, dialysis, etc.

Not Included in Definition of Serious Health Condition

- A. Ordinary cosmetic treatments, the common cold, flu, ear aches, upset stomach, minor ulcers, headaches, routine dental problems are not serious health conditions. Mental illness, stress or allergies are not a serious health condition unless all other conditions are met
- B. Substance abuse is not a serious health condition unless treatment by a health care provider is involved.
- C. Over the counter medication, bed rest, exercise, and other similar activities that can be initiated without a visit to a health care provider are not, by themselves, a regimen or treatment.
- D. Treatment does not include routine medical, physical, eye, or dental exams.

Definition of Care of A Seriously Ill family Member

Care of a Seriously Ill Family Member is the employee's attendance at a hospital, health care facility, or at home, or transport to medical treatment, when certified by a health care provider. It **does not** cover matters unrelated to medical needs such as baby-sitting, running errands, and/or running a business for the family member while he/she is ill; for these purposes, the appropriate charge is vacation, administrative leave, personal holiday, or leave without pay.

Covered Family Members

Covered family members include:

mother, father, spouse, domestic partner, child, step child, foster child, grandchild, sister, brother, grandmother, grandfather

