MEMORANDUM OF AGREEMENT

This Agreement is made and entered into this 9th day of July, 2021, by and between the State of New Jersey/Rowan University (“State/Rowan”) and the Committee of Interns and Residents (“Union”) setting forth the terms and conditions of an amended collective negotiations agreement to that which expired on June 30, 2020.

1. **Term.** The term of this agreement shall be July 1, 2020 through June 30, 2024.

2. **Wage Increases.**

   The wage rates will be as follows:

<table>
<thead>
<tr>
<th></th>
<th>Current 20-21</th>
<th>7/1/21</th>
<th>7/1/22</th>
<th>7/1/23</th>
</tr>
</thead>
<tbody>
<tr>
<td>PGY1</td>
<td>55,250</td>
<td>58,300</td>
<td>58,750</td>
<td>59,500</td>
</tr>
<tr>
<td>PGY2</td>
<td>58,250</td>
<td>60,900</td>
<td>61,750</td>
<td>62,500</td>
</tr>
<tr>
<td>PGY3</td>
<td>61,250</td>
<td>63,900</td>
<td>64,750</td>
<td>65,500</td>
</tr>
<tr>
<td>PGY4</td>
<td>64,250</td>
<td>66,900</td>
<td>67,750</td>
<td>69,000</td>
</tr>
<tr>
<td>PGY5</td>
<td>67,250</td>
<td>69,900</td>
<td>70,750</td>
<td>72,000</td>
</tr>
<tr>
<td>PGY6</td>
<td>70,250</td>
<td>72,900</td>
<td>73,750</td>
<td>74,750</td>
</tr>
<tr>
<td>PGY7 and up</td>
<td>73,250</td>
<td>75,900</td>
<td>76,750</td>
<td>77,750</td>
</tr>
</tbody>
</table>

   NOTE: Effective date of actual increase is the first full pay period on or after July 1 of each corresponding year.
3. **Article V, Compensation Plan and Program.**

The annual medical, education and equipment reimbursement will be increased to $900.00 in 2021 and remain at the rate for the term of the contract.

4. **Article V, Compensation Plan and Program Reopener.**

During the term of this Agreement, in the event that Housestaff Officers not employed by the University, but who are in the same residency program and the same PGY Year, as the Housestaff Officers employed by the University and covered by this agreement, are compensated with a salary, educational allowance and/or hazard pay that is more or less than such compensation received by the Housestaff Officers employed by the University in the same PGY Year and covered by this Agreement, then the union or the Employer may request to reopen the agreement only for the purpose of negotiating such salary, educational allowance and/or hazard pay. The parties further agree that a change in the salary scale that increases or decreases the salary rate of one PGY year over a higher or lower PGY year is subject to this reopener. The parties shall begin meeting within sixty (60) days upon notification by the Union or the Employer to the other party of its intent to re-open the agreement.

5. **Language Items.**

See List of Language Items Agreed to By the Parties attached as Exhibit A hereto.

6. **Union Dues.**

The parties acknowledge the Union has proposed a change in the Union dues checkoff contained in Article II, which is currently being reviewed by the Attorney General’s (AG) Office for Legal Compliance. If the AG’s Office approves the Union’s proposed language, it will be incorporated into the parties’ agreement. If the AG’s Office rejects the proposed language, the current contractual language will remain unchanged.
7. **Miscellaneous.**

A. All terms and conditions of employment contained in the parties’ expired collective negotiations agreement shall remain in full force and effect except as modified herein and except to the extent that minor changes may need to be made because of changes to other provisions or updating dates.

B. This Memorandum of Agreement is subject to ratification by the Union and the Employer. Subject to the foregoing sentence, the undersigned hereby represent that they are authorized by their respective principals to enter into this Memorandum of Agreement and will recommend to their principals ratification.

C. This Memorandum of Agreement represents the entire agreement of the parties. Any and all proposals and counterproposals not contained herein are deemed withdrawn and void.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the 9th day of July, 2021.

For State of New Jersey/Rowan University

For Committee of Interns and Residents

\[\text{Signature}\]  
\[\text{Signature}\]

\[\text{Signature}\]  
\[\text{Signature}\]
EXHIBIT A

LIST OF LANGUAGE ITEMS AGREED TO BY PARTIES

1. **Amend Article 1, Recognition** as follows:

   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 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.

2. **Amend Article IV, Titles** as follows:

   A. The Titles of Housestaff Officers shall be as follows:

   TITLES
   Post Graduate Year
   (“PGY”) 1
   PGY 2
   PGY 3
   PGY 4
   PGY 5
   PGY 6
   PGY 7
   PGY 8
   PGY 9

   B. 1. The appointment of a Housestaff Officer shall be based on his/her appropriate PGY level which shall be determined as follows.

   a. A Housestaff Officer who has not completed at least one year training in an ACGME-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-approved training program in the same specialty in which s/he is currently enrolled shall be placed at the PGY 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). Consistent with ACGME standards, a Housestaff Officer and the Program Director must seek
approval from the appropriate ACGME review committee and/or prior training program for credit in order for training outside of the University to be counted towards the completion of the residency/fellowship for purposes of graduation only. The salary level of a Housestaff Officer shall be based on the successful completion of GME training years with exceptions noted below.

Any prior training that was not satisfactorily completed (i.e. no credit granted) shall not be factored in when determining PGY level and salary level.

c. A Housestaff Officer required to spend a prerequisite period of service in an ACGME-approved training program in a specialty other than that in which s/he 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-approved training program, s/he shall at a minimum be classified at the PGY level appropriate to the years of services/he has completed in an ACGME-approved training program in the same specialty as s/he is enrolled at the University, and/or in an ACGME-approved training program prerequisite to the specialty in which s/he is enrolled at the University.

e. If academic issues or leave of absence require repeat of current training level (as determined by the program’s Clinical Competency Committee), PGY level and salary level for the next contract year shall remain at the former PGY level and salary level. Upon successful completion of the training level, regular increase of PGY level and salary will resume.

3. **Article V, Compensation Plan and Program:**

B. 3. Chief Resident/Chief Intern Annual Supplement amend to read:

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 Chief Resident or Chief PGY1. The annual supplement will also apply to Chief Fellows in programs with 4 or more fellows. Programs with less than 4 residents/fellows may have Chief titles for selected senior residents/fellows at the discretion of the Program Director, but these positions do not qualify for annual Chief supplements.

4. Amend third paragraph to read:
Educational and Equipment expenses include, but are not limited to, medical textbooks, subscriptions to journals and online medical databases (such as Up to Date), educational software, medical society membership fees, costs associated with USMLE or COMLEX, educational conferences or workshops (including ACGME required conferences), educational courses or training (including those required by program training sites (ATLS, PALS, etc)), medical equipment, wellness resources (such as gym membership, mental health resources, etc), personal protective equipment (PPE), and electronic devices and smartphone/tablet apps that are directly related to the Housestaff Officer's training.

5. Incoming Housestaff (new to the RowanSOM payroll) who attend the University's orientation program (including the CIR presentation) prior to the effective start date of his/her individual contract with the University will be paid a one-time sum of $600.

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

Delete rest of section.

4. Amend Article VI, Leaves as follows:

B. Sick Leave

5. First year residents or residents in their initial year of appointment are not eligible to use sick time until 30 days of service have been completed.

Utilization of sick time for illness requiring hospitalization of the resident or bereavement leave during the first 30 days of service will be permitted if appropriate documentation is provided.

F. Leave for COMLEX-USA or USMLE

Housestaff Officers will be permitted one time only to take up to three days of paid leave for the purpose of taking the Comprehensive Osteopathic Medical Licensing Examination of the United States ("COMLEX-USA") or USMLE examination. This shall not be charged against vacation time and such paid leave shall be permitted one time only (i.e., no employee shall receive this paid leave in the events/he is required to re-take the same exam). Leave shall only be granted for days taking the exam and necessary and unavoidable travel time, if any. Proof from the licensing board shall be provided to the GME and program office to determine how many days have been approved for taking the exam. Housestaff Officers must take the COMLEX-USA examination at the closest available testing location. Housestaff Officers shall also be free of overnight call the day preceding the exam.
5. **Amend Article VII, Individuals Contracts** as follows:

I. The University will make a good faith effort to continue the ACGME specialty training programs to which a Housestaff Officer is assigned.

Within 20 days of receipt of notice of non-accreditation or probation or within 20 days of a final decision to discontinue a program, the University shall make a good faith effort to notify all affected Housestaff Officers of the final decision/notice and the CIR/SEIU. Such notice shall be sent to each Housestaff Officer's Rowan email address. Claims by Housestaff Officers that they were not notified shall not be subject to grievance/arbitration proceedings.

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 program, or if necessary, a program outside the University. (moved here from side letter #2 at the end the Agreement)

Upon request, the Department and the University shall make a good faith effort to assist any Housestaff Officer in a program in which the Housestaff Officer is precluded from completing the program because of said program closure to find and secure another position in an accredited program. Such assistance may include letters of reference, residency position search assistance, and reasonable release time for interviews. For Housestaff Officers continuing in a program that is closing, the Department and University will provide appropriate levels of training and continue to provide rotations required for certification.

6. **Amend Article VIII, Work Schedules** as follows:

A. The University will adhere to the ACGME guidelines on resident duty hours, unless state and/or federal law supersede it.

B. 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 on-call duties in the balance of the month.

C. 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 Dean of GME and the decision will be final and binding.
D. No Housestaff shall be assigned to clinic following overnight in-hospital call or night float.

E. No Housestaff Officer shall be assigned on-call duty during 24 hour period preceding licensure or specialty board exams. If a resident is on-call the night prior to an in-service examination, s/he 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.

F. An eight (8) hour time period away from hospital duties shall be provided between all daily duty periods and a fourteen (14) hour time period after 24 hour in-house calls.

G. Housestaff shall receive their schedules at least one week prior to the beginning of a rotation.

H. The one continuous 24-hour period free from all clinical, educational and administrative activities shall begin no later than 8 AM.

I. Should any program(s) experience a short- or long-term loss or gain of Housestaff Officers due to medical leave, academic leave, dismissal, new hires, or similar reason, said program(s) may adjust existing schedules and on-call schedules to accommodate the presence of fewer or additional Housestaff Officers than were existent when the schedule was first published. Should any such adjustment of on-call schedules result in individual Housestaff Officers being required to complete more on-call shifts than in the original on-call schedule, each Housestaff Officer so impacted shall be granted a comp day (alternate day off) for each additional on-call shift actually worked during the period of the then-current on-call schedule.

J. Housestaff Officers who work additional on-call shifts as described in section I above and receive comp days off shall submit the request for the comp day(s) off (using the form supplied by the University) within 20 business days of the additional on-call shift worked. The Housestaff Officer's request shall list, in order of preference, at least five proposed alternate days off (excluding "prohibited time") during the remainder of the then current academic year. There shall be no requirement for Housestaff to request any approval other than that of the Program Director or his/her designee. The form shall be returned to the Housestaff Officer as approved or not within 10 business days of receipt of the form.

Scheduling of alternate days off shall be with the approval of the Program Director or his/her designee, as appropriate. In the event none of the five requested days off are approved (or if the form is not timely returned), additional pay shall be granted. If only prohibited time is available, then additional pay shall be granted. Pay in lieu
of a comp day shall be paid at the rate of one-tenth of the Housestaff Officer's normal bi-weekly pay for each comp day.

Failure to request the alternate/comp day off within 20 business days of the additional on-call shift will result in the forfeiture of the alternate/comp day off.

K. "On-call duty" is understood to mean assignment to such hospital or clinic duties as is published in the on-call schedule(s). "Additional on-call" is understood to mean assignment to such hospital or clinic duties when an employee is called in to work an additional total number of assignments beyond what is in the original on-call schedule (published at least four weeks before the on-call shift at issue) and actually works the assignment. Additional on-call does not include time spent off on beeper-call. "Prohibited time" is understood to mean any rotation during which vacations may not be taken as determined by each Program (e.g., ICU rotations).

L. Service Coverage

No individual Housestaff Officer shall be required to find service 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 appropriate individual (either attending physician, chief resident or Program Director) is notified. This individual would be responsible for coordinating coverage of the absent Housestaff Officer’s duties with appropriate Housestaff.

7. Amend Article IX, Benefit Programs as follows:

E. Life Insurance

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

F. Deleted

G. Service Coverage – Moved to Article VIII L
8. Amend Article XI, Uniforms as follows:

The University shall provide five labcoats to all Housestaff Officers at no cost. Each Housestaff Officer shall be responsible for damage beyond ordinary wear, or for loss.

Housestaff Officers will have access to scrubs during applicable hospital shifts and surgical based rotations when deemed appropriate by the hospital or other University affiliate (e.g., rotations that require the Housestaff Officer to work in the operating room and/or the ICU). Housestaff Officers shall be responsible for loss of or damage to scrubs issued to them by a hospital or other University affiliate.

(Remove last paragraph since no longer in effect.)

9. Amend Article XVIII, On-Call Rooms and Lockers as follows:

A. The University shall work with their hospital partners to provide adequate on-call rooms for use by Housestaff Officers while on duty. All on-call rooms will be maintained by hospital partners to be 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.

If a problem is presented regarding the adequacy of on-call rooms for use by Housestaff Officers while on duty, the Dean of GME and CIR shall discuss the issue, and attempt to develop a plan to resolve the issue. The Grievance and Arbitration provisions in the collective bargaining agreement do not apply to this process. (moved here from side letter #1 at end of Agreement)

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 Dean and/or the University Human Resources shall strongly encourage the other institutions, which the Housestaff rotate through, to supply a secured locker to each Housestaff Officer.

10. Article XXI, Conference Reimbursement, amend to read as follows:

A. Housestaff Officers who attend (or virtually attend) an approved conference shall be reimbursed for related expenses if all of the following conditions are met:

1. The conference is a requirement of the Housestaff Officer's Review Committee or Board (i.e., it must provide required GME credit toward the
completion of the training program as defined in the Housestaff Officer's Review Committee ACGME standards);

2. Attendance at this specific conference has been approved in advance by the Program Director;

3. Attendance at this specific conference has been approved in advance by the Associate Dean of GME;

4. Anticipated travel reimbursement has been submitted to the Associate Dean of GME a minimum of 45 days in advance of departure using the existing University "Anticipated Travel Expenses" form or online travel processing.

If attendance at a specific conference is required by a Housestaff Officer's Review Committee or Board, a Housestaff Officer may seek reimbursement for attendance at such conference, except that the Program Director or the Dean of GME can deny a specific request in the event there is a less costly alternative conference available during the Housestaff Officer's period of training that could reasonably be attended and which also meets the training program requirements.

(University is changing their travel process to an online system.)

B. Subject to the criteria set forth below, Housestaff Officers at PGY 2 level and above may request reimbursement up to a maximum of $1,125.00 during their training program for either:

1. presenting (or virtually presenting) his/her research poster or paper at a state or nationally recognized research or medical conference which is not required for GME credits, so long as:

   a. Attendance at this specific conference has been approved in advance by the Program Director;

   b. Attendance at this specific conference has been approved in advance by Associate Dean of GME; and

   c. Anticipated travel reimbursement has been submitted to Associate Dean of GME a minimum of 45 days in advance of departure using the existing University "Anticipated Travel Expenses" form or online travel processing;

or, alternatively,

2. For the cost of the publishing of a paper/abstract in a peer reviewed journal, subject to the below criteria or for the cost of printing a poster(s)
showcasing resident’s research

3. For purposes of this Section B:

a. "presenting" is defined as the presentation of a poster, paper or research to an audience as specified in the official program of the conference; and

b. "publishing" is defined as the acceptance and inclusion of the Housestaff Officer's Program Director-approved article/abstract in a peer reviewed medical or research journal.

C. If reimbursement to attend a conference is approved, the appropriate reimbursement forms or online travel processing must be submitted to the Dean of GME no later than 30 days after the end of the conference. Failure to submit completed forms or follow the online processing by this time will result in denial of the reimbursement. All related conference expenses shall be consistent with the University's travel reimbursement policy, which shall include but not be limited to travel, materials, registration fees, lodging and food.

D. All policies are contingent upon adherence to ACGME standards for duty hours as it relates to residents who remain on-site.

The decisions of the Program Director, Associate Dean and the Dean are final and binding and not subject to the grievance and arbitration procedures.

E. The above shall not affect an existing practice in which a volunteer faculty and/or private physician office Program Director reimburses a Housestaff Officer from non-university funds fees and expenses in addition to those described herein.

F. Nothing herein shall preclude the University, in its sole discretion, from reimbursing a Housestaff Officer for presenting or publishing work that the University determines is exceptional in nature, even in the event that the Housestaff Officer had previously received reimbursement for presenting or publishing under Section B, above. Any decision by the University under this Section F are final and binding and not subject to the grievance and arbitration procedures.

11. Article XXII (Suggest moving up in document to Article XII and renumbering rest so is closer to other financial items)

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 in said program until the end of their training in that particular program. This does not cover COMLEX, USMLE, or Board Certification exams.

B. If, due to ACGME standards, it is necessary for Housestaff Officers to complete rotation(s) at an out-of-state training site(s) because said rotation(s) are not available within the University, the Program will pay licensing fees, associated costs, and renewal costs for states other than New Jersey of any Housestaff Officer employed at the University in said Program until the end of their required rotation(s) at any required training site(s). This includes required fingerprinting or background check fees and mandatory drug testing fees.

This does not include Elective or Selective rotations that are completed outside of New Jersey, but are available within the University or are not required by ACGME standards.

Nothing herein shall preclude the University, in its sole discretion, from reimbursing one or more Housestaff Officer(s) for out-of-state licensing fees and/or associated costs that would otherwise be determined to be “not required” by ACGME standards. Any decision by the University under this Section B. are final and binding and not subject to the grievance and arbitration procedures.

C. If the University does not provide BLS, ACLS, and/or PALS courses (and recertification courses), it will work with affiliate institutions to try to arrange for lower rates for those courses when taken by Housestaff Officers. Any fees associated with non-University courses are not directly reimbursable, but are eligible for reimbursement under the Education and Equipment expense.

The University shall provide or pay for ATLS and NRP (formerly NALS) courses and re-certification courses for the Housestaff Officers if such courses are required by the University or its clinical affiliates as part of their training and in the performance of their duties.

D. The University will pay costs associated with required New Jersey background checks, such as fees for fingerprinting for NJ Permit, with a one time cap of $75 per Housestaff Officer on University payroll.