

**AGREEMENT**

**between**

**THE STATE OF NEW JERSEY /  
ROWAN UNIVERSITY**

**and**

**THE COMMITTEE OF INTERNS  
AND RESIDENTS**

**November 1, 2016 – June 30, 2020**

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SIDE LETTER #1 – On-Call Rooms and Lockers

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## **PREAMBLE**

This Agreement is made on \_\_\_\_\_, 20\_\_\_\_, by and between The State of New Jersey / Rowan University (herein after referred to as the "University") and the Committee of Interns and Residents/ SEIU (herein after referred to as "CIR"). The parties recognize that it is the responsibility of the University to provide a quality educational program and an available source of well trained physicians for the rapidly expanding health needs of New Jersey and that this Agreement is intended to contribute to the fulfillment of those responsibilities.

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

## **ARTICLE I**

### **RECOGNITION**

- A. The University recognizes the CIR as the exclusive representative for the purpose of collective negotiations.
- B. Included are all full and regular part-time physicians and dentists titled intern, resident and fellow who are designated herein as Housestaff Officers employed by the University. Excluded are all other employees.
- C. The terms "employee(s)" and "Housestaff Officer(s)" used interchangeably in this Agreement still mean only those persons in the unit described above in Section B.
- D. Existing University programs are in the process of converting from American Osteopathic Association (AOA) accreditation into Accreditation Council for Graduate Medical Education (ACGME) accreditation. The term "ACGME" and applicable ACGME terminology shall be used throughout this Agreement; however, this language shall also represent "AOA" or applicable AOA terminology, depending on the status of each program in the transition process.

## **ARTICLE II**

### **POLICY AGREEMENTS**

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

- 1. The University agrees to deduct from the regular paycheck of any employee the dues of the CIR. CIR/SEIU will provide the Office of Human Resources verification that dues deductions have been authorized by employees. Employees may express such authorization by submitting to CIR/SEIU a written membership application form, by submitting to CIR/SEIU an online deduction authorization, or by any other means of indicating agreement allowable under the Workplace Democracy Enhancement Act or any other state or federal law. Upon receipt of verification the University agrees to deduct union dues from the employee's paycheck to CIR/SEIU at the rate set by CIR/SEIU.
- 2. Dues so deducted shall, within ten days of the date of deduction, be transmitted to the designated officer of the CIR, together with a listing of the employees included.
- 3. Secretary-Treasurer of the CIR shall certify to the University any change in the rate of dues to be deducted 30 days prior to the intended effective date of such change.
- 4. Dues deduction for any employee in this negotiations unit shall be limited to the CIR.
- 5. The authorization for dues deduction shall remain in full force and effect during the full term of an individual HSO's employment, unless properly withdrawn. In order to withdraw from a dues authorization an employee must submit a written request to withdraw from the Union to the University within the 10 days following each anniversary date of his/her employment. Once the University receives the request, it will notify the Union within five business days. The properly filed withdrawal will become effective on the 30th day after the employee's anniversary date of his/her employment.

#### **B.. Non-Discrimination**

The parties agree to follow a policy of non-discrimination on the basis of age, race, color, creed, national origin,

ancestry, sex or marital status, sexual orientation, political affiliation, or participation in or association with the activities of any employee organization which is permissible under law and does not interfere with an employee's obligation.

**C. Strikes and Lockouts**

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

**D. Administration of Agreement**

1. A labor-management committee consisting of University and Union representatives may meet for the purpose of reviewing the administration of this contract and to discuss problems which may arise.
2. Said labor-management committee meetings shall be scheduled on a semi-annual basis as needed, at a time that does not interfere with the normal operating work hours of the employee representatives of the Union. These meetings are not intended to bypass the grievance procedure or to be considered collective negotiations meetings, but are intended as a means of fostering good employer-employee relations through communications between the parties.
3. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven days prior to such a meeting.
4. A maximum of three employee representatives of the Union may attend such meetings.

## **ARTICLE III**

### **MANAGEMENT RIGHTS**

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

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

## **ARTICLE IV**

### **TITLES**

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

TITLES  
Post Graduate ("PG") Year 1  
PG Year 2  
PG Year 3  
PG Year 4  
PG Year 5  
PG Year 6  
PG Year 7  
PG Year 8  
PG Year 9

- B.
1. The appointment of a Housestaff Officer shall be based on his/her appropriate PG Year ("PGY"), 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 for credit in order for training outside of the University to be counted towards the completion of the internship/residency/fellowship for purposes of graduation only. The salary level of a Housestaff Officer shall be based solely on the successful completion of years of service.
  - 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 service s/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.
- 2.
- a. In the event that a Housestaff Officer changes his/her specialty, s/he may receive a maximum credit of up to two years for prior service in such other ACGME-approved training program at the discretion of the Program Director, and, consistent with ACGME standards, with approval from the appropriate ACGME review committee for credit.
  - b. Credit for non-ACGME-approved training programs shall be granted at the discretion of the Program Director, and consistent with ACGME standards, with approval from the appropriate ACGME review committee for credit.

## ARTICLE V

### COMPENSATION PLAN AND PROGRAM

- A. All salary adjustments shall be subject to the terms and conditions of the appropriations legislation and administered consistent with the rules and regulations adopted by the University in conformity with the appropriate elements of the State's Compensation Plan.
- B. Subject to legislative enactment providing appropriation of funds for these specific purposes the following benefits will be provided, during the term of this Agreement, effective at the time stated herein:
  - 1. Effective the first full pay period after July 1, 2019, the basic salaries for active Housestaff shall be as follows:

PG YEAR	
1	\$55,250
2	\$58,250
3	\$61,250
4	\$64,250
5	\$67,250
6	\$70,250
7	\$73,250
8	\$73,250

2. There shall be no additional increases to the basic salaries for the duration of the contract.
3. Chief Resident/Chief Intern Annual Supplement

The annual supplement will be \$2700 for programs with nine or more Housestaff Officers and \$2100 for programs with four to eight Housestaff Officers.

The supplement will be prorated as necessary for his/her service as Chief Resident or Chief Intern.

The annual supplement will also apply to Chief Fellows in programs with 9 or more fellows.
4. An Annual Medical Education and Equipment reimbursement will be paid to all Housestaff Officers in each year of the program for educational and equipment expenses in the amount of \$750.

Housestaff Officers shall be reimbursed after submitting receipts for reimbursement of proper educational and equipment expenses. At the discretion of the Associate Dean, Housestaff Officers will need to get approval from the Program Director and/or the GME Director before incurring any educational or equipment expenses. Any disputes will be handled by the GME Director.

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, medical equipment, 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.

The CIR and RowanSOM strongly encourage the incoming Housestaff to utilize this money towards the cost of health insurance for the 60 day waiting period.

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

If legislation is passed that would allow an incoming Housestaff Officer to receive Health Benefits during the first two months of employment with the University, the University will not have to pay the above allowance.
6. Housestaff employed as of June 1, 2019 shall receive a one-time lump-sum payment of \$650 within 30 days of the date this Agreement is ratified by the Union or as soon thereafter as is administratively practicable. The aforementioned lump-sum payment shall not be included in base salary.

## ARTICLE VI

### LEAVES

#### A. Vacations

1. All Housestaff Officers shall be entitled to four weeks of paid vacation each academic year to be scheduled in accordance with departmental policy, which policy shall not preclude scheduling of vacation in two week blocks when scheduling allows. Whenever a holiday falls within a vacation period, the individual Housestaff Officer shall be entitled to an extra vacation day. Pro-rata earning of vacation is one and two-thirds days for each full month of employment.
2. Individual Housestaff Officers shall, within 30 days of starting each year, submit in writing to his/her Program Director all requests for vacation leave. The Program Director, after review of the needs of the services and rotation schedules, will make reasonable efforts to honor the individual request, granting Housestaff Officers at least two consecutive weeks off, or in services where scheduling accommodations can be made, more than two consecutive weeks. Where an opportunity exists to grant more than two weeks of vacation, priority consideration shall be given to Housestaff Officers utilizing that vacation for a foreign homeland visit.

3. Should any Housestaff Officer not submit his/her vacation leave request on or before September 1st of each year, the Program Director shall, after scheduling the vacation leaves of the other Housestaff Officers have the right to schedule vacation leave for those not submitted before September 1. Once the vacation schedule is established, it will normally be available to the employee except where an emergency mandates rescheduling.
4. One week of scheduled vacation is defined as seven consecutive 24 hour days off during which there is no assignment of work. If less than a week's vacation leave is requested, each day requested shall be one-fifth of a vacation week. At the request of the Housestaff Officer, up to one week's worth of vacation time may be scheduled as individual days. Such a request shall be approved or denied at the discretion of the Housestaff Officer's Program Director.
5. The parties acknowledge that Housestaff Officers are credited with vacation leave time in anticipation of continued employment for the full year. In the event a Housestaff Officer leaves pay status during the course of the year, his/her vacation leave accrual shall be adjusted on a pro-rata basis in order to determine the proper amount of leave time to which the Housestaff Officer is entitled. In the event the Housestaff Officer has no vacation leave balances, such Housestaff Officer shall reimburse the University for any overdraft of leave time.
6.
  - a. The University will make a reasonable effort not to assign Housestaff Officers on-call duty (including beeper calls) or to make rounds on the weekend immediately preceding or following their scheduled vacation. Weekend is defined as 7:00 AM Saturday until 7:00 AM Monday.
  - b. The University also agrees that it will continue to make a reasonable effort not to assign a resident on-call duty beginning the Friday prior to the weekend preceding their vacation to avoid residents working a 24-hour on-call assignment that extends into the Saturday morning immediately before the weekend preceding their vacation. To the extent a resident is assigned on-call duty beginning the Friday prior to the weekend preceding their vacation, that decision shall be final and binding and shall not be subject to the grievance and arbitration procedure.

**B. Sick Leave**

All Housestaff Officers will be credited with 12 sick leave days at the beginning of each academic year. They can accumulate up to 48 sick leave days.

1. Sick leave shall be used when a Housestaff Officer is unable to work due to illness or personal injury.
2. The Housestaff Officer must notify his/her Chief Resident and Program Director of his/her inability to work. Notification must be done via telephone, email, or voicemail no later than 7 AM the day of the occurrence.
3. Approval for use of this time shall not be unreasonably denied by the Chief Resident or Program Director. Human Resources may require a doctor's note by the Housestaff Officer's treating physician after three consecutive days out on sick leave, or in those instances where management believes there is a pattern or the Housestaff Officer has excessive absenteeism.
4. Each department is responsible for maintaining a record of usage of sick leave for each year.
5. First year residents or residents in their initial year of appointment are not eligible to use sick time until 30 days of service have been completed.
6. Housestaff Officers are responsible for making up any unworked time after the end of the academic year as determined by accreditation standards. Such additional work time after the end of the academic year shall be paid up to four months if needed. Whether time is needed to complete any requirements is up to the Program Director and the Dean of GME. Consistent with ACGME standards, the Dean of GME shall in his/her sole discretion: (1) make the final decision regarding whether time is needed to complete any requirements; and (2) seek approval of his/her decision from the appropriate ACGME review committee. The decision of the Dean of GME is not subject to the grievance procedure.

**C. Medical Leave**

1. Each Housestaff Officer is eligible for up to 12 weeks of medical leave (they are eligible after six months of



service). A resident can use any remaining allotment of his/her sick leave prior to being in an unpaid status. Once sick leave days have expired and before the Housestaff Officer chooses to be in "leave without pay" status and apply for disability, the Housestaff Officer shall have the option to use any remaining portion of his/her vacation days. Once paid leave days have expired, the Housestaff Officer would be in "leave without pay" status and eligible to apply for temporary disability.

2. The resident must provide appropriate medical documentation to Human Resources. Upon submission of the appropriate medical documentation such leave shall be approved.
3. Housestaff Officers are responsible for making up any unworked time after the end of the academic year as determined by accreditation standards. Such additional work time after the end of the academic year shall be paid up to four months if needed. Whether time is needed to complete any requirements is up to the Program Director and the Dean of GME. Consistent with ACGME standards, the Dean of GME shall, in his/her sole discretion: (1) make the final decision regarding whether time is needed to complete any requirements; and (2) seek approval of his/her decision from the appropriate ACGME review committee. The decision of the Dean of GME is not subject to the grievance procedure.

#### D. Family Leaves

1. **For Birth or Adoption of a Child.** All Housestaff Officers are eligible for family leave (unpaid) upon the birth or adoption of a child after one year of service. This leave, in accordance with the Family Medical Leave Act and New Jersey State law, can be up to 12 weeks every 12 months. A Housestaff Officer can use paid vacation leave to cover a portion of this 12-week period. Appropriate documentation must be provided to Human Resources. Upon submission of appropriate medical documentation, such leave shall be approved.
2. **For Serious Illness in the Family.** All Housestaff Officers are eligible for family leave (unpaid) to take care of a seriously ill family member after one year of service in accordance with FMLA and New Jersey State Law. This leave can be up to 12 weeks. A Housestaff Officer can use paid vacation leave to cover a portion of this 12-week period. Appropriate documentation must be provided to Human Resources. Upon submission of appropriate medical documentation, such leave shall be approved.
3. Housestaff Officers are responsible for making up any unworked time after the end of the academic year as determined by accreditation standards. Such additional work time after the end of the academic year shall be paid up to four months if needed. Whether time is needed to complete any requirements is up to the Program Director and the Dean of GME. Consistent with ACGME standards, the Dean of GME shall, in his/her sole discretion: (1) make the final decision regarding whether time is needed to complete any requirements; and (2) seek approval of his/her decision from the appropriate ACGME review committee. The decision of the Dean of GME is not subject to the grievance procedure.

#### E. Bereavement Leave

If there is a death in the immediate family, a Housestaff Officer may utilize sick leave for up to three days of bereavement leave each academic year. Immediate family shall be defined as grandmother, grandfather, mother, step-mother, mother-in-law, father, step-father, father-in-law, sister, brother, spouse, child, grandchild, or unmarried domestic partner. For unmarried domestic partners to be included, prior notice of the relationship shall have been provided to Human Resources. The University may require reasonable and appropriate documentation of the relationship or of cohabitation, such as leases, drivers' licenses, etc.

Additional leave may be granted as may be necessary without pay upon request to the Program Director.

#### F. Leave for COMLEX-USA or National Boards

Housestaff Officers will be permitted 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 other licensing examination. This shall not be charged against vacation time and such paid leave shall be permitted one time only per exam (i.e., no employee shall receive this paid leave in the event s/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 Human Resources 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.

## **G. Holidays**

1. a. All University Housestaff Officers, wherever assigned, shall be entitled to all University holidays. The University shall exercise its best efforts to ensure that Housestaff Officers on rotation to an affiliate facility are granted all University holidays on the day they occur.
- b. University holidays are: New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas and three floating holidays, one of which shall be taken within 30 calendar days of the Housestaff Officer's birthday, except as mutually agreed upon between the Program and the Housestaff Officer. As per the approved request form, a Housestaff Officer shall submit his/her written request for a float holiday at least seven calendar days in advance.
2. Housestaff Officers whose shift begins (including beeper calls) on a scheduled holiday shall be granted an alternate day off. (This provision does not apply to the float holidays). When a Housestaff Officer is scheduled to work a holiday, it is the Housestaff Officer's responsibility to submit the request for an alternate day off (using the form supplied by the University) within 15 business days of the holiday worked. The Housestaff Officer's request shall list, in order of preference, six proposed alternate days off during the remainder of the then current academic year. 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, in the first instance, shall be with the approval of the Program Director or his/her designee, as appropriate. In the event none of the six requested days off are approved (or if the form is not timely returned), the Program Director or his/her designee will meet with the Housestaff Officer to find a mutually agreeable day off during the remainder of the then current academic year. In the event the Housestaff Officer and the Program Director (or designee) are unable to agree on an alternate day off, the Housestaff Officer and the Director of GME shall work together in good faith to mutually agree upon an alternate day off during the then current academic year. If after exhausting good faith efforts the parties are still unable to agree upon an alternate day off, holiday pay shall be granted. Pay in lieu of a holiday shall be paid at the rate of one-tenth of the Housestaff Officer's normal bi-weekly pay.

Failure to request the alternate day off within 15 business days of the holiday will result in the forfeiture of the alternate day off.

With respect to holidays occurring within the last 60 days of the academic year (i.e., Memorial Day), Housestaff Officers may request an alternate day off in advance of the holiday time worked; however, if the Housestaff Officer does not actually work on the holiday, s/he shall reimburse the University for the time-off.

3. Holidays falling on Saturday shall be observed the preceding Friday. Holidays falling on Sunday shall be observed the following Monday.
4. The University/GME form to request alternate days off shall be distributed to HSOs at the beginning of each academic year or included in their program manual.

## **ARTICLE VII**

### **INDIVIDUAL CONTRACTS**

- A. Any written individual contract between the University and an individual Housestaff Officer, hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. Where such contract is inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. The University shall give the CIR 30 days' notice of any changes to the individual contract forms used by its school.
- B. Each Housestaff Officer shall, prior to his/her employment, receive a written individual contract.
- C. Consistent with ACGME standards, the University will make a good faith effort to maintain such program structure and content, electives and call structure, and rotational schedules in keeping with nationally-established guidelines of the program and the needs and goals of the University. In the event that circumstances necessitate changes in program structure and content, electives, call structure or rotational schedules, the University will notify the involved individuals in advance (which shall be at least two weeks, except in case of emergency) and discuss available alternatives, but

in any event, the final decision shall be the sole discretion of the Dean of GME.

- D. Consistent with ACGME standards, the place of medical education shall not be the sole criterion used to determine rotational assignments or non-renewal; nor shall the failure to pass the first Licensing Examination be the sole criterion for dismissal of a Housestaff Officer during the term of an individual contract.
- E. Housestaff Officers who have July 1st appointments will be notified, in writing, by December 15th of the first year of service, and not later than November 15th of the second year of service, and thereafter, if their services are not to be renewed for the next year of a given residency training program. In the event that a Housestaff Officer commences work on a date other than July 1st, the last date for non-renewal shall be five-and-a-half months or four-and-one-half months, respectively, following the date on which such work commences. Where practicable, earlier written notice of non-renewal will be given to such Housestaff Officers.
- F. Subject to any appeal procedures required by ACGME standards, in lieu of a notice of non-renewal under Section E, the Dean of GME may, in his/her sole discretion, in keeping with GME rules and regulations, elect to give a Housestaff Officer notice of a "conditional non-renewal." In the event that the Dean of GME elects to provide a notice of conditional non-renewal, the Housestaff Officer will be notified of such conditional non-renewal, in writing, by the dates specified in Section E. The conditional non-renewal will specify what aspects of the individual Housestaff Officer's abilities must improve to be considered for renewal. By February 15, a Housestaff Officer who received a conditional non-renewal will be notified, in writing, of whether his/her services will be renewed or non-renewed, which decision shall be subject to the sole discretion of the Dean of GME.
- G. Housestaff Officers have an obligation in the matter of resignation. Except in the case of resignation for health or other reasons beyond the control of the Housestaff Officer, it is expected that s/he shall continue to serve the term of his/her appointment.
- H. Whenever it becomes apparent that a Housestaff Officer is not achieving satisfactory standards of performance, the deficiencies should be brought to his/her attention in writing at the earliest time in order to assist in the development of corrective measures.
- 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.

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.

## ARTICLE VIII

### WORK SCHEDULES

- A. The University will adhere to the ACGME guidelines on resident duty hours, until 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. A ten hour time period away from hospital duties shall be provided between all daily duty periods and after 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).

## ARTICLE IX

### BENEFIT PROGRAMS

#### A. Health Benefits and Prescription Drug

All Housestaff Officers who are eligible for the State's health benefits and prescription drug insurance shall be offered to participate in the same plans as are offered, generally, to other State employees whose collective negotiations agreements expired on June 30, 2019. Contribution rates for those plans can be located on the official website of the State of New Jersey, Department of Treasury, Division of Pension & Benefits, whose homepage is <https://www.state.nj.us/treasury/pensions/>. Effective January 1, 2020, the new NJ Direct/NJ Direct 2019 PPO plan will be the only PPO plan available to Housestaff Officers. Should negotiations or legislative action change these benefits for State employees during the life of this contract, the benefits for eligible Housestaff Officers shall change

accordingly. If the State should notify the University that it will no longer provide benefit coverage of Part Time [less than 35 hours a week] staff members, the University will not continue such benefit coverage.

**B. Dental Care Program**

It is agreed that the State shall establish and continue a Dental Care Program during the period of this Agreement. The program shall be administered by the State and shall provide benefits to all eligible full-time unit employees and their eligible dependents.

Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorize a bi-weekly salary deduction not to exceed 50 percent of the cost of the type of coverage elected; e.g., individual employee only, husband and wife, parent and child or family coverage.

There shall be only one opportunity for each eligible employee to enroll and elect the type of coverage desired and once enrolled continued participation shall be mandatory.

Each employee shall be provided with a brochure describing the details of the Program and enrollment information and the required forms.

Participating employees shall be provided with an identification card to be utilized when covered dental care is required.

**C. Temporary Disability**

Employees shall be included in the State Temporary Disability Plan, which is a shared cost plan providing payments to employees who are unable to work as the result of non-work connected illness or injury.

**D. Maintenance of Benefits**

The fringe benefits heretofore provided to employees in this negotiating unit, such as the Health Benefits Program, life insurance, and their like, shall remain in effect without diminution during the term of this Agreement unless otherwise modified herein.

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

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

**G. 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.

## ARTICLE X

### MEALS

Effective July 1, 2016, a meal allotment shall be provided each month to Housestaff who are assigned an in-house overnight on-call during the month or who are assigned to work a night shift of more than 13 hours as per Sections A-D, below.

A. At University affiliated facilities where Housestaff Officers are assigned, a meal allotment shall be provided each month to Housestaff who are assigned an in-house overnight on-call during the month.

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

For purposes of this Article X, a Housestaff Officer is assigned an in-house on-call overnight shift only if s/he works a normally scheduled day shift (e.g., 7:00 am - 5:00 pm) and also is scheduled to work the immediately following in-house overnight on-call shift (normally 5:00 pm - 7:00 am) for a total of 24 consecutive hours worked.

- B. The credit or script amounts per in-house on-call overnight assignment shall be either: (i) \$20; or (ii) two meals at facilities that do not issue credit.
- C. Effective July 1, 2016, a meal allotment shall be provided each month to Housestaff Officers who are scheduled for in-house overnight shifts of more than 13 hours. The allotment of script or cafeteria credit toward a meal shall be equal to the number of scheduled in-house overnight shifts of more than 13 hours that the Housestaff Officer is assigned during that month, multiplied by the amount set forth in section "D". The specific method of implementation may vary from hospital to hospital.
- D. The credit or script amounts for scheduled in-house over night shifts of more than 13 hours shall be either: (i) \$10; or (ii) one meal at facilities that do not issue credit.

## **ARTICLE XI**

### **UNIFORMS**

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.

All Housestaff Officers shall be paid an annual allowance of \$125 for the laundering and maintenance of work-related attire on or before January 31, 2016. Housestaff Officers shall no longer be eligible for this allowance, effective February 1, 2016.

## **ARTICLE XII**

### **PROFESSIONAL LIABILITY**

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

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

## **ARTICLE XIII**

### **GRIEVANCE PROCEDURE**

#### **A. Purpose**

The purpose of this procedure is to assure prompt, fair and equitable resolution of disputes concerning terms and conditions of employment arising from the administration of this Agreement by providing the sole and exclusive vehicle set forth in this Article for adjusting and settling grievances. In no event shall matters concerning academic or medical judgement be the subject of a grievance under the provisions of this Article. If a Housestaff Officer receives notice concerning a matter of academic or medical judgment, the University will provide him/her with a copy of the University's internal appeal process. Matters pertaining to non-reappointment shall be grievable under this Agreement only upon

the basis of claimed violations involving discriminatory treatment in violation of Article II, Discrimination, or Article VII, Individual Contracts. With respect to any other matter involving non-reappointment, the University will provide a copy of the University's internal appeals process. The University will notify CIR within 30 days of any changes to the University's internal appeals process.

## **B. Definition**

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

1. A breach, misinterpretation or improper application of the terms of this Agreement, except as provided in paragraph B.3, below; or
2. Except as provided in paragraph B.3, below, an improper or discriminatory application of, or failure to act pursuant to, the written rules, policies or regulations of the University, or statutes to the extent that any of the above established terms and conditions of employment, which are matters that intimately and directly affect the work and welfare of Housestaff Officers and which do not significantly interfere with inherent management prerogatives pertaining to the determination of public policy.
3. A grievance may also include an allegation by a Housestaff Officer or the CIR concerning: (a) the University's compliance with ACGME standards; or (b) any matter which the parties have agreed shall be determined at the discretion of the University (or any designee of the University, e.g., Dean of GME). Any matter falling within this paragraph B.3 shall be addressed through Step One of this Grievance Procedure (as set forth in Article XIII.D, below) and shall not proceed to Step Two or Step Three of that procedure, and the Step One decision shall be final.

## **C. Preliminary Informal Procedure**

The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance and encourage open communication between the University and the Housestaff Officer so that resort to the formal grievance procedure will not normally be necessary.

## **D. Formal Steps**

### **Step One**

If the grievance is not informally resolved, the CIR may file a written request for review with the appropriate Dean or designee within 21 calendar days after the date on which the act(s), which is the subject of the grievance, occurred, or 21 calendar days from the date on which the individual Housestaff Officer should reasonably have known of its occurrence.

The Dean or designee shall review the grievance and where s/he deems it appropriate, witnesses may be heard and pertinent records received. The hearing shall be held within 14 calendar days of receipt of the grievance, and the decision shall be rendered in writing to the Housestaff Officer within 14 calendar days following the conclusion of the review.

### **Step Two**

If the CIR is not satisfied with the disposition of the grievance at Step One, the CIR may appeal to the Assistant Vice President of Labor Relations or his/her designee within 14 calendar days of receipt of the Step One decision. Hearings must be scheduled within 14 calendar days, excluding holidays, of receipt of the appeal.

The decision shall be rendered in writing to the Housestaff Officer and the CIR representative within 14 calendar days from the conclusion of the hearing.

If the grievance involves a non-contractual grievance as defined in B.2 above, the Assistant Vice President of Labor Relations may alternatively within 14 calendar days of receipt of the appeal, convene a Committee described below, which shall hear the merits of the grievance and shall deliver its findings to the Assistant Vice President of Labor Relations within 14 calendar days following the date of its hearing.

The Committee shall consist of two members appointed by the Housestaff Officers who shall be officers with at least two years of service at the University and three members appointed by the Assistant Vice President of Labor Relations,

one of whom shall be the Associate Vice President for Academic Administration or his/her designee, who shall serve as Chairperson. For the purposes of conducting the hearing, a quorum of the Committee shall consist of one member of the Housestaff and two members appointed by the Assistant Vice President of Labor Relations.

The Assistant Vice President of Labor Relations will review the Committee's recommendation as to the disposition of the grievance and within 14 calendar days following receipt of the Committee's written report and recommendation render a final and binding decision to the grievant.

No complaint informally resolved or grievance resolved at either Step One or Two shall constitute a precedent for any purpose unless agreed to in writing by the Assistant Vice President of Labor Relations and CIR acting through its representative.

### **Step Three**

If the grievance involves a contractual violation of the Agreement as defined in B.1 above, the CIR may, upon written notification to the State of New Jersey Office of Employee Relations by certified mail, with a copy to the Assistant Vice President of Labor Relations (or his/her designee), appeal the Step Two decision to arbitration. Said notice must be sent within 21 calendar days following receipt of the Step Two decision. It must be signed by a CIR representative or official.

Within 30 days from the execution of this Agreement, the parties shall mutually agree upon a panel of three or more arbitrators. Each member of the panel shall serve by random selection as the sole arbitrator for a case or cases. When a member of the panel is unable to serve, another member shall serve by random selection. The University and CIR may remove any member of the arbitration panel through written notice to the other, provided that the arbitrator shall finish serving as arbitrator on any matter for which s/he was selected to so serve but has yet to render a final decision, unless both parties agree to remove him/her before such time. In the event the parties agree on less than three arbitrators, those arbitrator(s) agreed upon by the parties shall serve by random selection until such time as the parties are able to agree upon a full complement of three or more arbitrators. In the event that the parties are unable to agree upon any arbitrators, arbitrators shall be selected on a case-by-case basis under the selection procedures of the Public Employment Relations Commission ("PERC").

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

The arbitrator shall not substitute his/her judgement for academic or medical judgements rendered by the persons charged with making such judgements, nor shall the arbitrator review such decisions except for the purpose of determining whether the decision has violated this Agreement.

If one of the issues before the arbitrator is timeliness, the arbitrator must first render a decision on this issue, which shall be rendered the day of the hearing if possible. A subsequent day of hearing shall occur only if the arbitrator determines that the matter has been timely filed.

The fees and expenses of the arbitrator shall be divided equally between the parties. Either party may make a verbatim record through a certified transcriber. Such record is to be made at the requesting party's expense. However, if both parties want a copy of the transcript, the cost of the transcript and the reporter shall be shared equally between the parties. The cost of any transcript (or copy of any transcript), requested by the arbitrator, shall be shared equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

### **E. Procedural Rules**

1. A grievance must be filed at Step One within 21 calendar days from the date on which the act which is the subject of the grievance occurred or 21 calendar days from the date on which the individual Housestaff Officer should reasonably have known of its occurrence.
2. Where the subject of a grievance suggests it and where the parties mutually agree, such grievance may be initiated at, or moved to, Step Two of this process.



3. Time limits provided for in this Article may be extended by written mutual agreement of the parties at the level involved.
4. No reprisal of any kind shall be taken against any Housestaff Officer who participates in this grievance procedure.
5. Where a grievance directly concerns and is shared by more than one Housestaff Officer, such group grievance may, upon mutual agreement, properly be initiated at the first level of supervision common to the several grievants. The presentation of such group grievance will be by the CIR representative(s) and one of the grievants designated by the CIR. A group grievance may be initiated by the CIR.

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

6. Should a grievance not be satisfactorily resolved, or should the employer not respond timely as prescribed above either after initial receipt of the grievance or after movement of the grievance to Step Two, the grievant may exercise the option within 21 calendar days to proceed to the next step.
7. If, at any Step in the grievance procedure, the University's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed and there shall be no further appeal or review.

## ARTICLE XIV

### DISCIPLINARY ACTION

- A. Housestaff Officers may be disciplined or discharged for cause, Disciplinary actions shall be grievable, and in the event the involved Housestaff Officer files a grievance, the burden of proving just cause shall be upon the University.
- B. The University shall give five working days advance notice, in writing, of any intended disciplinary action to the affected Housestaff Officer and the CIR. The notice shall state the nature and extent of discipline, the specific charges against the Housestaff Officer and describe the circumstances upon which each charge is based.
- C. A Housestaff Officer whom the University has given notice of disciplinary action may be removed from service without five working days notice where his/her continued presence is deemed to imperil patient safety, public safety or the safety of any fellow employee (staff, Housestaff or medical faculty). Notice of such reassignment shall be contained in the University's written notice of intended disciplinary action. Where a Housestaff Officer has been removed from service, the University may concurrently remove the Housestaff Officer from its payroll.
- D. If it is later discovered that the Housestaff Officer was wrongfully removed from service, the Housestaff Officer shall be reinstated with full backpay. In addition, if the Housestaff Officer, as a result of the wrongful removal from service, is required to work beyond the end of the residency year to complete his/her residency, the Housestaff Officer shall remain on the University payroll until such time as the residency has been completed.
- E. Appeals of disciplinary actions shall be presented at Step Two of the Grievance Procedure, Article XIII. Such appeals shall be made within 14 calendar days of receipt of the charges and disciplinary penalty. A hearing must be held within 14 calendar days, excluding holidays, or receipt of the appeal.
- F. Consistent with Step Three of the Grievance Procedure (Article XIII), following a decision made at Step Two of the Grievance Procedure by the Assistant Vice President of Labor Relations or his/her designee, the CIR may, upon written notification to the State of New Jersey Office of Employee Relations by certified mail, with a copy to the Assistant Vice President of Labor Relations (or his/her designee) appeal the Step Two decision to arbitration. Such an appeal must be sent within 21 days following receipt of the Step Two decision. It must be signed by a CIR representative or official.
- G. Arbitration decisions in disciplinary actions shall be made in accordance with Article XIII, Step Three. The remedy in disciplinary actions will be limited to back pay and/or reinstatement to the Housestaff Officer's position. Housestaff Officers may not seek post-residency damages under this Agreement. However, this shall not preempt or preclude a Housestaff Officer from seeking appropriate relief for any post-residency damages in any judicial forum or administrative agency.

- H. A Housestaff Officer shall not be reassigned from clinical duties until the completion of the review and approval by the Dean of GME. However, it is understood that a clinical reassignment with pay may be imposed prior to the review and approval of the Dean of GME only in cases where serious medical misconduct is alleged and the employee's continued presence in Hospital facilities is deemed to jeopardize patient care or the safety of the Housestaff Officer or others. The Hospital shall provide written notice of, and the reasons for, such reassignment from clinical duties.

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

Within seven days of the Hearing Panel's decision, the decision may be appealed by either party to arbitration pursuant to Step Three of the Grievance Procedure (Article XIII), and, further:

1. The arbitrator shall hear the case within 14 days of his/her selection unless the parties mutually agree to extend this period. The parties will randomly select another arbitrator to hear the case if the selected arbitrator is unable to serve promptly and the parties do not agree to an extension.
2. The arbitrator shall fix the date, time, and place of the hearing, notice of which must be given to the parties at least 72 hours in advance. Such notice may be given orally or by facsimile. Normally, the hearing shall be completed within one day. In unusual circumstances and for good cause shown, the arbitrator may schedule an additional hearing day to be held within seven days.
3. It is understood that the representative for either party may have a conflict on the date scheduled for arbitration and for good cause only may request an alternate hearing date. In such cases, the party claiming to have a schedule conflict must use its best efforts to proceed on the first hearing date offered by the arbitrator, including having another person act as a representative. A party's inability to proceed on a scheduled arbitration date for good cause shall not alone be grounds for the arbitrator to rule against such party.
4. The arbitrator's fee shall not exceed \$1,000 per day, and his/her cancellation fee shall not exceed \$500. The fees and expenses of the arbitrator shall be divided equally between the parties.
5. Either party may make a verbatim record through a certified transcriber. Such record is to be made at the requesting party's expense. However, if both parties want a copy of the transcript, the cost of the transcript and the reporter shall be shared equally between the parties. The cost of any transcript (or copy of any transcript), requested by the arbitrator, shall be shared equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.
6. The parties shall provide to the arbitrator in advance of the hearing a copy of the collective negotiations agreement, a copy of the written notice of the hospital's intent to reassign from clinical duties, a copy of the Hearing Panel's decision, copies of any related grievance letters by the union, copies of all responses to grievance letters by the employer and any other documents to which both parties agree. The parties may stipulate in advance to facts that are undisputed.
7. The arbitrator shall be empowered to hold pre-hearing conferences between the parties. The arbitrator may require either party to make available documents, in addition to those described in section E above, prior to the arbitration and shall be empowered to rule on document requests prior to arbitration.
8. No briefs shall be submitted in cases unless agreed to by both parties or requested by both parties. In cases for which briefs are submitted, briefs shall be postmarked within seven days of the close of hearing.
9. The Arbitrator's decisions are to be rendered within seven days from the date of the close of hearing, or the date on

which briefs, if any, are due. The decision shall be in writing, contain a brief statement of the facts and a summary of the reasoning for the decision. The decision shall be signed by the Arbitrator.

10. The Arbitrator shall decide whether reassignment during the Hospital's internal procedures is warranted or whether the Housestaff Officer shall be returned to full or partial duties during due process proceedings.
11. The procedures for arbitration do not apply where such clinical reassignment is imposed for academic reasons. Such matters may not be appealed to arbitration and instead the decision of the three-physician panel shall be final.

## **ARTICLE XV**

### **UNION RIGHTS**

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

The University shall provide to the Union a list of all new interns, residents and fellows and their specialties at least two weeks prior to orientation. After July 1, but not later than September 1 of each year, the University shall make available to the Union a list of Housestaff Officers' names, mailing addresses, e-mail addresses, OGME levels and specialties.

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

The Union may supply membership packets which contain information for distribution to new employees, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the University and the Union. The University agrees to distribute such membership packets to new employees during the initial phase of employment and to other employees when necessary. If requested, the CIR representative shall be allowed to meet with interested new employees during their orientation period at a time when they are not involved in training to explain the Union's responsibilities.

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

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

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

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

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

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

## **F. Access to Premises**

1. The Union shall have the right to use University buildings and other facilities that are owned or leased by the University to meet with negotiations unit employees during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues during lunch and other non-work breaks and before and after the workday, provided such meetings do not interfere with University operations. The Union shall also have the right to conduct worksite meetings to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the Union, and internal Union matters involving the governance or business of the Union, provided such meetings are during lunch and other non-work breaks and before and after the workday, and further provided such meetings do not interfere with University operations. Meetings conducted in University buildings shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. The State and/or the University may charge the Union for maintenance, security, and other costs related to the use of this space by the Union that would not otherwise be incurred by the University.
2. Requests for such visitation rights shall be directed reasonably in advance to the University's Office of Labor Relations, with a copy to the Director of GME, and shall include the purpose of the visit, and proposed time and date. Permission for such visits shall not be unreasonably withheld.

## **G. Access to Premises of Affiliated Facilities Not Owned by the University**

1. Union activities at affiliated facilities not owned by the University require CIR to obtain advance permission from the affiliated facility before engaging in such activities at the facility. CIR will not engage in such union activities in any areas of an affiliated facility, including public areas, such as cafeterias and parking lots, unless CIR is granted access by the facility.

If CIR seeks access to affiliated facilities not owned by the University, CIR will submit a written request for access to affiliated facilities to the Director of Graduate Medical Education. The Director shall communicate the request to the affiliated facility. The Director will endeavor to provide CIR with a response to its request within five days of receiving the request.

The Director of GME shall make a good faith effort to communicate the importance of granting CIR access to its Housestaff members to administrators of the University's affiliated facilities.

# **ARTICLE XVI**

## **OUTSIDE EMPLOYMENT**

Based on the University's Code of Ethics and ACGME standards, authority to approve or disapprove an individual Housestaff Officer's application for extramural professional activities is hereby vested in the individual's Program Director, GME Dean, and the University's Ethics Liaison Officer.

The Housestaff Officer shall first apply to his/her Program Director, using the appropriate University forms, who shall forward the properly completed application, together with his/her own approval or disapproval within three working days to the GME Dean.

Within ten working days of receipt of the Program Director's approval or disapproval, the GME Dean shall render a decision on whether the outside employment is consistent with ACGME standards and shall forward the application to the Ethics Liaison Officer. Within 15 working days from receipt of the GME Dean's approval or disapproval, the Ethics Liaison Officer shall render a final and binding decision, subject to any appeal rights under the Uniform Code of Ethics.

# **ARTICLE XVII**

## **ACCESS TO PERSONNEL FILES**

- A. A current employee who makes a written request to Human Resources to examine his/her central personnel file shall be granted the opportunity to do so within a reasonable period which shall be five days except where circumstances as to the location and/or work schedule of the employee make that time period impractical. The University shall honor the employee's request for a copy of documents in the file.

- B. The University shall have the right to have such review and examination take place in the presence of a designated representative of the University or department in question. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to him/her. Such response will be included in his/her permanent personnel file and will be attached and retained with the document in question. If any material, derogatory or adverse to the employee is placed in the file in question, a copy of such material shall be sent to the employee within two weeks.

## **ARTICLE XVIII**

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

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.

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.

## **ARTICLE XIX**

### **PARKING**

Housestaff Officers are required to purchase and utilize University parking hangtags whenever they park on University property. Hangtags may be purchased in yearly, monthly, or daily increments, as needed to fulfill clinical duties.

Housestaff Officers shall be notified at the time parking hangtags are purchased that, unless guaranteed parking is purchased, parking is not guaranteed. This information will be distributed at orientation.

## **ARTICLE XX**

### **SAFETY**

Whenever an employee observes a condition which he/she feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, the employee shall report such observation, which will be promptly investigated. Any condition so noticed must be reported to the GME Office, and when at a non-University setting, also to the Director of Medical Education at the facility.

Where a hazard exists which endangers the employee, s/he shall not be required to work where that condition exists. Such employee may be promptly assigned on an interim basis to other comparable work for which the employee is qualified to perform.

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

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

## ARTICLE XXI

### CONFERENCE REIMBURSEMENT

- A. Housestaff Officers who 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. 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.
- 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 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, alternatively,
2. for the cost of the publishing of a paper/abstract in a peer reviewed journal, subject to the below criteria.
  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 must be submitted to the Dean of GME no later than 30 days after the end of the conference. Failure to submit completed forms 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.

## **ARTICLE XXII**

### **LICENSURE**

- A. If it is a requirement of the Program, the Program will pay NJ State Licensing fees and renewal costs for New Jersey licensure of any Housestaff Officer employed at the University 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 the University does not provide BLS, ACLS, and/or PALS courses (and re-certification 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 reimbursable.

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.

- C. The University will pay costs associated with required background checks, such as fees for fingerprinting, with a one time cap of \$75 per Housestaff Officer on University payroll.

## **ARTICLE XXIII**

### **MISCELLANEOUS**

#### **Business Cards:**

The University shall provide business cards to all Housestaff Officers who are scheduled to work at least one-half day per week for a minimum of one year in outpatient settings and request them, or whose departments require them. The cards will only be supplied to a Housestaff Officer one time during his/her residency program.

#### **Library and Computers:**

All medical libraries, on-call suites, and Housestaff lounges in University-owned facilities shall be equipped with or be in close proximity to computers with access to the internet, online library resources, and working printers. In such on-call suites, there shall be at least one computer station per department on-call room. Upon notification from the Union, the University will exercise reasonable efforts to ensure that non-University-owned facilities meet this standard.

#### **Protected Education Time:**

Consistent with ACGME standards, conferences, Grand Rounds and other scheduled didactics are an integral part of Housestaff Officers' education and shall be considered protected education time. The University shall take reasonable steps to arrange that during such protected education time, Housestaff Officers shall be released from clinical duties and shall not have patient care responsibilities, except in cases of emergency. In the event that a Housestaff Officer receives a non-emergency page during protected education time, s/he may raise such issue with the Director of GME who will address the issue with the appropriate hospital's Director of Medical Education. This provision shall not apply to any Housestaff Officer assigned to the ICU.

## **ARTICLE XXIV**

### **SUCCESSORSHIP**

The University shall notify CIR in writing at least 45 days in advance of any takeover, sale, assignment, transfer, merger, reorganization, consolidation or other change of ownership, operation or management by the University of its residency programs, including any change of the employer of the Housestaff Officers. This shall include any and all instances in which the University and an affiliate terminate an affiliation.

## **ARTICLE XXV**

### **SAVINGS**

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

To the extent any provision of this Agreement is inconsistent with ACGME standards due to changes in the standards, the Union and the University agree that the latest ACGME standards will control and any relevant provisions of this agreement will be deemed to have been modified so as to remain consistent with ACGME standards. To the extent that ACGME standards establish minimum requirements for the terms and conditions of employment of Housestaff Officers, the University shall adhere to such minimum standards, unless the standards set forth in this Agreement exceed those minimum ACGME standards, in which case the terms of this Agreement shall control. To the extent that changes in ACGME standards require changes in the terms and conditions of employment of Housestaff Officers, the University shall notify CIR of such changes in ACGME standards before making the changes.

## **ARTICLE XXVI**

### **WORKPLACE DEMOCRACY ENHANCEMENT ACT**

The University and the Union agree to meet to discuss any changes that were made to this Agreement to comply with the Workplace Democracy Enhancement Act should the obligation imposed upon the State and/or University change with any revisions to the WDEA. Subject to Article XXVI: Savings, upon agreement between the University and Union, those applicable sections of the agreement shall be amended, rescinded, repealed, or otherwise changed concomitantly with any revisions to the WDEA. Any agreement shall be reduced to writing and signed by both parties.

## **ARTICLE XXVII**

### **COMPLETE AGREEMENT**

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

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

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



## ARTICLE XXVIII

### PRINTING OF AGREEMENT

The University and the CIR agree to jointly work together to provide electronic copies of the instant agreement within 60 days of its execution to all Housestaff Officers and program offices, and to provide a printable copy on the University website accessible to all Housestaff Officers.

## ARTICLE XXIX

### TERM OF AGREEMENT AND RENEWAL

This Agreement shall remain in full force and effect from the date of execution thereof through June 30, 2020. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by certified mail no later than February 1, 2020 or February of any subsequent year for which this Agreement was automatically renewed. Official notice to the State shall be made by addressing the notice to: Director, Office of Employee Relations, Governor's Office, 240 West State Street, 16th Floor, PO Box 228, Trenton, New Jersey 08625. Official notice to the CIR shall be made by addressing the notice to: President of the CIR.

**IN WITNESS WHEREOF**, the University and the Committee of Interns & Residents, have caused this Agreement to be signed by their duly authorized representatives as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

FOR THE STATE OF NEW JERSEY /  
ROWAN UNIVERSITY

*Upommed Crestley*  
*Kenneth Kuerzi*  
*Chad B. Thir II*  
\_\_\_\_\_

FOR THE COMMITTEE OF INTERNS  
AND RESIDENTS

*[Signature]*  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The University and the CIR have agreed to continue the following side letters:

SIDE LETTER #1

January 26, 2006

Eric Scherzer, CIR Associate Director  
Committee of Interns & Residents  
520 Eight Avenue, Suite 1200  
New York, New York 10018

RE: On-Call Rooms and Lockers

Dear Mr. Scherzer:

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 meet at the respective institution, 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 sideletter.

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Abdel Kanan, Esq.  
Director of Labor Relations

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Eric Scherzer  
C.I.R. – Associate Director

SIDE LETTER #2

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

Dear Mr. Ronches:

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

Very truly yours,

Howard J. Pripas, Esq.  
Director of Labor Relations

HJP/mp

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John Ronches  
Executive Director