

AGREEMENT

between

**UNIVERSITY OF MEDICINE &
DENTISTRY OF NEW JERSEY**

and

**THE COMMITTEE OF INTERNS
& RESIDENTS**

November 1, 2009 through October 31, 2012

INDEX

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
INDEX		2
PREAMBLE		4
ARTICLE I RECOGNITION		4
ARTICLE II POLICY AGREEMENTS		4
A. Dues Check-Off		4
B. Representation Fee		4
C. Demand and Return		5
D. Non-Discrimination		5
E. Strikes and Lockouts		5
F. Administration of Agreement		6
ARTICLE III MANAGEMENT RIGHTS		6
ARTICLE IV TITLES		6
ARTICLE V COMPENSATION PLAN AND PROGRAM		7
ARTICLE VI LEAVES		8
A. Vacations		8
B. Sick Leave		9
C. Medical Leave		9
D. Family Leaves		9
E. Bereavement Leave		10
F. Leave for USMLE or National Boards		10
G. Holidays		10
ARTICLE VII INDIVIDUAL CONTRACTS		11
ARTICLE VIII WORK SCHEDULES		11
ARTICLE IX BENEFIT PROGRAMS		12
A. HEALTH BENEFITS		12
B. Prescription Drug Program		13
C. Dental Care Program		13
E. Temporary Disability		13
F. Maintenance of Benefits		13
G. Life Insurance		13
H. Hepatitis		14
I. Beepers		14
ARTICLE X MEALS		14
ARTICLE XI UNIFORMS		14
ARTICLE XII PROFESSIONAL LIABILITY		14
ARTICLE XIII GRIEVANCE PROCEDURE		15
A. Purpose		15
B. Definition		15
C. Preliminary Informal Procedure		15
D. Formal Steps		15
E. Procedural Rules		16
ARTICLE XIV DISCIPLINARY ACTION		17
ARTICLE XV UNION RIGHTS		18
A. Representation Lists		18
B. Membership Packets		19
C. Bulletin Boards		19
D. Distribution of Literature		19
E. Transmittal of Materials		19
F. Access to Premises		19
ARTICLE XVI OUTSIDE EMPLOYMENT		20

ARTICLE XVII ACCESS TO PERSONNEL FILES	21
ARTICLE XVIII ON-CALL ROOMS AND LOCKERS	21
ARTICLE XIX PARKING	21
ARTICLE XX SAFETY	21
ARTICLE XXI CONFERENCE REIMBURSEMENT	22
ARTICLE XXII LICENSURE	22
ARTICLE XXIII MISCELLANEOUS	22
A. Business Cards	22
B. Library and Computers	23
ARTICLE XXIV SUCCESSORSHIP	23
ARTICLE XXV SAVINGS	23
ARTICLE XXVI COMPLETE AGREEMENT	23
ARTICLE XXVII PRINTING OF AGREEMENT	23
ARTICLE XXVIII TERM OF AGREEMENT AND RENEWAL	24

SIDELETTER #1 – Taking Step 3 of the USMLE/COMLEX

SIDELETTER #2 – Reassignment of Clinical Duties

SIDELETTER #3 – Lockers and Bulletin Boards

SIDELETTER #4 – Access to Computers and Internet Access

SIDELETTER #5 – Health Benefits for New Hires

SIDELETTER #6 – Discontinuation of Training Program

SIDELETTER #7 – Hours Committee

SIDELETTER #8 – On-Call Rooms

PREAMBLE

This Agreement is made on November 1, 2009, by and between the University of Medicine and Dentistry of New Jersey 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 of Medicine and Dentistry. Excluded are all other employees.
- C. The terms "employee(s)" and "Housestaff Officer(s)" used interchangeably in this Agreement still mean only those persons in the unit described above in Section B.

ARTICLE II

POLICY AGREEMENTS

A. Dues Check-Off

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

B. Representation Fee

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

Union of a satisfactory demand and return system as provided by statute. It is further conditioned upon the additional requirements set forth in Sections 2 and 3 of Chapter 477 Laws of 1979.

5. The Union agrees that it will indemnify and hold the State and/or the University harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arise from deductions made by the University in accordance with this provision. The State and the University shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the University as excluded or in good faith was inadvertently omitted from deduction of the representation fee.
6. It is understood that the implementation of the agency fee program is predicated on the demonstration by the Union that more than 50% of the eligible employees in the negotiating unit are dues paying members of the Union.

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

In each year of the Agreement on October 1, an assessment shall be made according to the procedure set forth in the side letter of Mr. Stephen Goldberg to Dr. Jonathan House dated March 26, 1984, to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

C. Demand and Return

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

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

D. Non-Discrimination

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.

Strikes and Lockouts

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

F. Administration of Agreement

1. A 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 committee meetings shall be scheduled on a quarterly basis. 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 (7) days prior to such a meeting.
4. A maximum of three (3) employee representatives of the Union may attend such quarterly 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 Year 1
- Post Graduate Year 2
- Post Graduate Year 3
- Post Graduate Year 4
- Post Graduate Year 5
- Post Graduate Year 6
- Post Graduate Year 7
- Post Graduate Year 8
- Post Graduate Year 9

- B. 1. The appointment of a Housestaff Officer shall be based on his/her appropriate Post Graduate Year (hereinafter PGY), which shall be determined as follows:
- a. A Housestaff Officer who has not completed at least one year training in an ACGME-ADA-AOA-APA approved training program shall be placed at the PGY-1 level.
 - b. A Housestaff Officer who has satisfactorily completed one or more years of service in an ACGME-ADA-AOA-APA approved training program in the same specialty in which he/she is currently enrolled shall be placed at the PGY level which equates the number of such years of service plus one: (e.g., a Housestaff Officer who has completed two years of service in such training program shall be placed at PGY-3).
 - c. A Housestaff Officer required to spend a prerequisite period of service in an ACGME-ADA-AOA-APA approved training program in a specialty other than that in which he/she is serving shall be classified on the basis of cumulative years of such service.

- d. When some or all of the prior service of a Housestaff Officer has been in a non ACGME-ADA-AOA-APA approved training program, he/she shall at a minimum be classified at the PGY level appropriate to the years of service he/she has completed in an ACGME-ADA-AOA-APA approved training program in the same specialty as he/she is enrolled at the University, and/or in an ACGME-ADA-AOA-APA approved training program prerequisite to the specialty in which he/she is enrolled at the University.
- 2.
 - a. In the event that a Housestaff Officer changes his/her specialty, he/she may receive a maximum credit of up to two (2) years for prior service in such other ACGME-ADA-AOA-APA approved training program at the discretion of the program director.
 - b. Credit for non ACGME-ADA-AOA-APA approved training programs shall be granted at the discretion of the program director.
 - c. In determining additional credits under this subsection (2.a-c), the Program Director shall seek guidance from the appropriate division chief, if applicable, and specialty board and shall thereafter recommend to the appropriate Dean, whose decision shall be final and binding (i.e., not subject to the grievance procedure).

ARTICLE V

COMPENSATION PLAN AND PROGRAM

A. 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 pay period closest to September 1, 2009, the basic salaries for house staff shall be:

PGY 1 -	\$50,808
PGY 2 -	\$54,251
PGY 3 -	\$57,572
PGY 4 -	\$60,934
PGY 5 -	\$62,552
PGY 6 -	\$64,159
PGY 7 -	\$65,729
PGY 8 -	\$67,265
PGY 9 -	\$68,802

2. There shall be no increase to the basic salaries for the duration of the contract.

3. Chief Resident/Chief Osteopathic Intern Annual Supplement

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

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

4. An Annual Book Allowance up to the following amounts will be paid to all bargaining unit members in each year of the program:

FY11:	\$450
FY12:	\$450
FY13:	\$450

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

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

5. Effective June 2006, all incoming housestaff (new to UMDNJ payroll) will be paid a one-time sum for attending the University's orientation program including the CIR presentation.

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

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

FY11: \$600
FY12: \$600
FY13: \$600

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.

ARTICLE VI

LEAVES

A. Vacations

1. All Housestaff Officers shall be entitled to four (4) weeks of paid vacation to be scheduled in accordance with departmental policy, which policy shall not preclude scheduling of vacation in two (2) week blocks. Whenever a holiday falls within a vacation period, the individual Housestaff Officer shall be entitled to an extra vacation day. Pro-rata earning of vacation is one and two-thirds (1 2/3) days for each full month of employment.
2. It is agreed that Osteopathic Interns shall not be eligible for vacations. Where practical Osteopathic Interns shall receive four (4) weeks flexible elective rotation, as scheduled by the Program Director, during which time on-call and all reporting requirements shall be suspended.

Any Osteopathic Intern who receives less than four (4) weeks of such elective, shall receive a pro-rated portion of their monthly salary for that portion of the rotation not received.

3. Individual Housestaff Officers shall, on or before September 1 of each year, submit in writing to his/her Program Director all requests for vacation leave. The Program Director, after review of the needs of the services and rotation schedules, will make reasonable efforts to honor the individual request, granting Housestaff Officers at least two (2) consecutive weeks off, or in services where scheduling accommodations can be made, more than two (2) consecutive weeks. Where an opportunity exists to grant more than two (2) weeks of vacation, priority consideration shall be given to Housestaff Officers utilizing that vacation for a foreign homeland visit.
4. Should any Housestaff Officer fail to 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 failing to meet the September 1 submission date. Once the vacation schedule is established, it will normally be available to the employee except where an emergency mandates rescheduling.
5. One week of scheduled vacation is defined as seven (7) consecutive twenty-four (24) hour days off during which there is no assignment of work. If less than a week's vacation leave is requested, each day requested

shall be one-fifth (1/5) of a vacation week.

6. 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.
7. The University will make a reasonable effort not to assign Housestaff Officers on-call duty (including beeper calls) or to make rounds on the weekend immediately preceding or following their scheduled vacation.

B. Sick Leave

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

1. Sick leave shall be used when a HSO is unable to work due to illness or personal injury.
2. The HSO must notify his/her Chief Resident or Program Director of his/her disability to work.
3. Approval for use of this time shall not be unreasonably denied by the Chief Resident or Program Director.
4. Each department is responsible for maintaining a record of usage of sick leave for each year.
5. First year resident or residents in their initial year of appointment are not eligible to use sick time until six full months have been completed.
6. Bargaining unit members are responsible for making up any unworked time after the end of the academic year as determined by accreditation standards. Effective July 1, 2006, 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 Dean of GME who has sole discretion to approve or deny such request. The decision is not subject to the grievance procedure.

C. Medical Leave

1. Each HSO is eligible for up to twelve (12) weeks of medical leave (they are eligible after six (6) months of service). A resident can use any remaining allotment of his/her sick leave prior to being in an unpaid status. Once sick leave days have expired and before the HSO chooses to be in "leave without pay" status and apply for disability, the HSO shall have the option to use any remaining portion of his/her vacation days. Once paid leave days have expired, the HSO would be in "leave without pay" status and eligible to apply for temporary disability.
2. The resident must provide appropriate medical documentation to his/her Program Chair. Upon submission of the appropriate medical documentation such leave shall be approved.
3. Bargaining unit members are responsible for making up any unworked time after the end of the academic year as determined by accreditation standards. Effective July 1, 2006, 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 the requirements is up to the Dean of GME who has sole discretion to approve or deny such request. The decision is not subject to the grievance procedure.

D. Family Leaves

1. For Birth or Adoption of a Child

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

2. For Serious Illness in the Family

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

Bargaining unit members are responsible for making up any unworked time after the end of the academic year as determined by accreditation standards. Effective July 1, 2006, 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 the requirements is up to the Dean of GME who has sole discretion to approve or deny such request. The decision is not subject to the grievance procedure.

E. Bereavement Leave

If there is a death in the immediate family, a Housestaff Officer may utilize sick leave for up to three (3) days of bereavement leave. Immediate family shall be defined as mother, father, sister, brother, spouse, child, or unmarried domestic partner. For unmarried domestic partners to be included, prior notice of the relationship shall have been provided to the University's Office of Labor Relations. The University may require reasonable and appropriate documentation of the relationship or of cohabitation, such as leases, drivers license, etc.

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

F. Leave for USMLE or National Boards

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

G. Holidays

1. a. All UMDNJ Housestaff Officers, wherever assigned, shall be entitled to all UMDNJ holidays. The University shall exercise its best efforts to ensure that Housestaff Officers on rotation to an affiliate facility are granted all UMDNJ holidays on the day they occur.
- b. Effective January 1, 1998, UMDNJ 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 (3) floating holidays, one of which shall be taken within thirty (30) calendar days of the Housestaff Officer's birthday, except as mutually agreed upon between the Program and the HSO. As per the approved request form, a Housestaff Officer shall submit his/her written request for a float holiday at least (7) seven calendar days in advance.
2. Housestaff Officers who work (including beeper calls) on a scheduled holiday shall be granted an alternate day off or shall receive an additional day's pay in lieu of the holiday. (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 previously agreed to) within 10 business days of the holiday worked. If the form is not returned to the Housestaff Officer within ten (10) business days, the Housestaff Officer shall be paid for the holiday worked.

Scheduling of alternate days off shall be with the approval of the Program Director or designee, as appropriate. In the event that an alternate day off cannot be granted within 2 months of the holiday, holiday pay shall be granted. Pay in lieu of a holiday shall be at the rate of one tenth (1/10) of bi-weekly pay.

3. Holidays falling on Saturday shall be observed the preceding Friday. Holidays falling on Sunday shall be observed the following Monday.
4. Not later than July 1, 2000, a standard form and procedure shall be devised and implemented for a HSO to obtain a compensation day or an additional day of pay for holidays and float holidays in cases where an alternative day off is not granted.

When chief residents distribute schedules to Housestaff Officers during months that contain holidays, the UMDNJ Compensation Day/ Reimbursement Form shall be attached.

ARTICLE VII

INDIVIDUAL CONTRACTS

- A. Any written individual contract between the University and an individual Housestaff Officer, hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. Where such contract is inconsistent with this Agreement, this Agreement, during its duration, shall be controlling. The University shall give the CIR thirty (30) days notice of any changes to the individual contract forms used by its schools.
- B. Each Housestaff Officer shall, prior to his/her employment, receive a written individual contract which shall set forth University commitments to each Officer in the following areas: (a) maintenance of electives; and (b) rotational schedules.
- C. The University will make a good faith effort to maintain such electives and rotational schedules in keeping with nationally established guidelines of the program and the needs and goals of the University. In the event that circumstances necessitate changes in electives or rotational schedules, the University will notify the involved individuals in advance (which shall be at least two weeks, except in case of emergency) and discuss available alternatives.
- D. The place of medical education shall not be the sole criterion used to determine rotational assignments or non-renewal. Failure to pass the first Licensing Examination shall not be the sole criterion for dismissal of a Housestaff Officer during the term of an individual contract.
- E. Housestaff Officers who have July 1st appointments will be notified, in writing, by December 15th of the first year of service and not later than November 15th of the second year of service and thereafter, if their services are not to be renewed for the next year of a given residency training program. In the event that a Housestaff Officer commences work on a date other than July 1st, the last date for non-renewal shall be five and a half (5 1/2) months or four and one half (4 1/2) months, respectively, following the date on which such work commences. Where practicable, earlier written notice of non-renewal will be given to such Housestaff Officers.
- F. Housestaff Officers have an obligation in the matter of resignation. Except in the case of resignation for health or other reasons beyond the control of the Housestaff Officer, it is expected that he/she shall continue to serve the term of his/her appointment.
- G. Whenever it becomes apparent that a Housestaff Officer is not achieving satisfactory standards of performance, the deficiencies should be brought to his/her attention in writing at the earliest time in order to assist in the development of corrective measures.
- H. The University will make a good faith effort to continue the ACGME-ADA-AOA-APA specialty training programs to which a Housestaff Officer is assigned.

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

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. In addition, the following shall remain in effect:
- B. There shall be no increase in the number of on-call assignments in existing departmental on-call schedules during the period of this Agreement except as herein provided in the ACGME guidelines.
- C. During the term of this Agreement, nothing in this article shall be interpreted as barring the parties, from mutually agreeing to alternate scheduling patterns for particular programs.
- D. When an accrediting board requires an increase in on-call schedules, the Union shall receive a copy of the directive and the increase shall thereafter be implemented. E. No exception to the contractual limits shall be made except with the prior

written consent of CIR.

- F. Vacations, sick leave and all other contractually approved leave time shall not be counted as time during which a duty to work on-call assignments accrues or accumulates. That is, the frequency of on-call duty during part of a month or a rotation may not be increased to force a Housestaff Officer to "make-up" on-call duty "missed" during contractually approved leave time. E.g., a resident on vacation for the beginning of a month could not be scheduled for ten (10) on-call duties in the balance of the month.
- G. Housestaff Officers shall be paid for any on-call duty in excess of the ACGME guidelines or otherwise stated in this contract with the formula below:

For each Housestaff Officer during a contract year:

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

"On-call duty" is understood to mean assignment to such hospital or clinic duties as is published in the on-call schedule(s) and shall include extra call when an employee is called in to work beyond what is published in the on call schedule. This does not include time spent off on beeper - call. The above formula applies to Housestaff Officers who work extra call in addition to the published call schedule(s) and/or as a result of being called in from the on-call coverage pool. In this case, the Chief resident, or person who calls the Housestaff Officer, shall be responsible for submitting to the Program Director for the additional pay. If the Chief resident does not submit the form within one week, the Housestaff Officer who was called in and worked shall submit the form.

Extra on-call also includes extra shifts worked to fill in for a colleague who is on an extended sick leave or extended absence.

- H. Housestaff Officers shall not be routinely or regularly assigned to tasks which are clearly not within their normal responsibilities as Housestaff Officers. In such instances, a Housestaff Officer may not refuse to perform the task (s), however, the Housestaff Officer may file an informal grievance with the Dean of GME and the decision will be final and binding.
- I. No House staff shall be assigned to clinic following overnight in-hospital call or night float.
- J. No Housestaff Officer shall be assigned on-call duty during twenty-four (24) hour period preceding licensure or specialty board exams. If a resident is on-call the night prior to an in-service examination, he/she can choose not to take the in-service examination on that day. The Housestaff Officer shall take the in-service examination at the next available time and shall be scheduled off the night before.
- K. A ten (10) hour time period away from hospital duties shall be provided between all daily duty periods and after in-house calls.
- L. House staff shall receive their schedules at least one (1) week prior to the beginning of a rotation.
- M. The one continuous 24-hour period free from all clinical, educational and administrative activities shall begin no later than 8 AM.

ARTICLE IX

BENEFIT PROGRAMS

A. HEALTH BENEFITS

- 1. All bargaining unit members who are eligible for the State's health insurance shall be provided with those benefits on the same basis and to the same extent as provided to all State employees whose collective bargaining agreements expired on June 30, 2008. Should negotiations or legislative action change these benefits for State employees during the life of this contract, the benefits for eligible bargaining unit members shall change

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

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

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

B. Prescription Drug Program

It is agreed that the State shall continue the Prescription Drug Benefit Program during the period of this Agreement. The Program shall be funded and administered by the State. It shall provide benefits to all eligible unit employees and their eligible dependents. Each prescription required by competent medical authority for Federal legend drugs shall be paid for by the State from funds provided for the Program subject to a deductible provision which shall not exceed \$5.00 per prescription or renewal of such prescription unless otherwise provided by statute and shall be subject to specific procedural and administrative rules and regulations which are part of the Program.

C. 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 fifty (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.

D. 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.

E. 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.

F. Life Insurance

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

G. 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.

H. Beepers

1. House staff on the New Brunswick campus will be provided with long range beepers.
2. No individual Housestaff Officer shall be required to find coverage for his/her duties and beeper coverage in the event of sudden illness, family emergency or any approved day off prior to the posting of the schedule, provided that the department has the right to require, upon request, proof of emergency (or illness) and the 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 House staff.

ARTICLE X

MEALS

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

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

- B. The credit amounts per on-call assignment shall be:

\$18.00 beginning July 1, 2000

\$20.00 beginning July 1, 2004

- C. In situations where meals cannot be provided pursuant to this Article, the Housestaff Officer shall be paid the cash equivalent for each on-call duty during that month.

ARTICLE XI

UNIFORMS

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

ARTICLE XII

PROFESSIONAL LIABILITY

The University shall continue to provide professional liability coverage to all Housestaff Officers for services in the employ of the University. (Existing coverage is described in Deputy Attorney General Lawrence G. Moncher's January 8, 1976 letter to Dr. Stanley S. Bergen, Jr., President of the University).

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

ARTICLE XIII

GRIEVANCE PROCEDURE

A. Purpose

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

B. Definition

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

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

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.

A Housestaff Officer may orally present and discuss a grievance with his or her Chief Resident, or with the University's approval, an appropriate designee, who may, if the circumstances warrant, arrange an informal conference between the appropriate administrator and the grievant. The grievant may, at his or her option, request the presence of a CIR representative during attempts at informal resolution of the grievance. If the Housestaff Officer exercises this option, the administrator may determine that such grievance be moved to the first formal step.

Informal discussion shall not serve to extend the time within which a grievance must be filed, unless such is agreed to in writing by the University official responsible for the administration of the first formal step of the grievance procedure.

Any disposition of a grievance by a Chief Resident will be subject to confirmation by an appropriate administrator.

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 twenty-one (21) calendar days after the date on which the act(s), which is the subject of the grievance, occurred, or twenty-one (21) calendar days from the date on which the individual Housestaff Officer should reasonably have known of its occurrence.

The Dean or designee shall review the grievance and where he or she deems it appropriate, witnesses may be heard and pertinent records received. The hearing shall be held within fourteen (14) calendar days of receipt of the grievance, and the decision shall be rendered in writing to the Housestaff Officer within fourteen (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 Vice President of Human Resources or his/her designee within fourteen (14) calendar days of receipt of the Step One decision. Hearings must be scheduled within fourteen (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 fourteen (14) calendar days from the conclusion of the hearing.

If the grievance involves a non-contractual grievance as defined in B.2 above, the Vice President for Human Resources may alternatively within fourteen (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 Vice President of Human Resources within fourteen (14) calendar days following the date of its hearing.

The Committee shall consist of two (2) members appointed by the Housestaff Officers who shall be officers with at least two (2) years of service at the University and three (3) members appointed by the Vice President for Human Resources, 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 (1) member of the House staff and two (2) members appointed by the Vice President for Human Resources.

The Vice President for Human Resources will review the Committee's recommendation as to the disposition of the grievance and within fourteen (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 Vice President for Human Resources 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 Vice President for Human Resources or his/her designee, appeal the Step Two decision to arbitration. Said notice must be filed with the Public Employment Relations Commission within twenty-one (21) calendar days following receipt of the Step Two decision. It must be signed by a CIR representative or official.

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

The arbitrator shall not substitute his or her 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.

E. Procedural Rules

1. A grievance must be filed at Step One within twenty-one (21) calendar days from the date on which the act which is the subject of the grievance occurred or twenty-one (21) calendar days from the date on which the individual Housestaff Officer should reasonably have known of its occurrence.
2. 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 appropriate HOUMDNJ/CIR representative(s) and one of the grievants designated by the HOUMDNJ/CIR. A group grievance may be initiated by the HOUMDNJ/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 twenty-one (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 (5) working days advance notice, in writing, of any intended disciplinary action to the affected Housestaff Officer and the CIR. The notice shall state the nature and extent of discipline, the specific charges against the Housestaff Officer and describe the circumstances upon which each charge is based.
- C. A Housestaff Officer whom the University has given notice of disciplinary action may be removed from service without five (5) working days notice where his/her continued presence is deemed to imperil patient safety, public safety or the safety of any fellow employee (staff, House staff or medical faculty). Notice of such reassignment shall be contained in the University's written notice of intended disciplinary action. Where a Housestaff Officer has been removed from service, the University may concurrently remove the Housestaff Officer from its payroll.
- D. If it is later discovered that the Housestaff Officer was wrongfully removed from service, the Housestaff Officer shall be reinstated with full backpay. In addition, if the Housestaff Officer, as a result of the wrongful removal from service, is required to work beyond the end of the residency year to complete his or her residency, the Housestaff Officer shall remain on the University payroll until such time as the residency has been completed.
- E. Appeals of disciplinary actions shall be presented at Step Two of the Grievance Procedure, Article XIII. Such appeals shall be made within fourteen (14) calendar days of receipt of the charges and disciplinary penalty. A hearing must be held within fourteen (14) calendar days, excluding holidays, or receipt of the appeal.
- F. The Step Two decision by the Vice President of Human Resources or his/her designee may be appealed to arbitration by filing with the Public employee Relations Commission. Such an appeal must be filed within twenty-one (21) days of receipt of the written Step Two decision.
- 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 (7) days of notification of the reassignment. The hearing shall be held within seven (7) days from the date of the request for a hearing and the Housestaff Officer shall have the right to have a CIR representative assist him or her at the hearing. The hearing panel will decide whether reassignment is warranted or whether the Housestaff Officer shall be returned to full or partial duties during due process proceedings. The hearing panel shall issue its decision no later than seven (7) days from the completion of the hearing. The 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 (7) days of the Hearing Panel's decision, the decision may be appealed by either party to arbitration pursuant to the following expedited procedures:

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

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, addresses, PGY 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 HOUMDNJ/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 the provision of C. above or which is otherwise approved by the University, may be placed so that employees may pick up copies.
2. The Union shall have the right to distribute literature, which is consistent with above or which is otherwise approved by the University, through the Hospital's mailboxes.

E. Transmittal of Materials

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

F. Access to Premises

1. The HOUMDNJ/CIR representatives shall be admitted to all University facilities to meet with Housestaff Officers on Union business.
2. Requests for such visitation rights shall be directed reasonably in advance to the University's Office of Labor Relations and shall include the purpose of the visit, and proposed time and date. Permission for such visits shall not be unreasonably withheld.
3. The University will designate appropriate places for visitations, provided space is available, and further, provided the visitations do not interfere with or disrupt the normal operations of the Hospital, or violate any security restrictions.

ARTICLE XVI

OUTSIDE EMPLOYMENT

In the context of the University's Outside Employment Policy (see Staff Personnel Policy Manual section 35-20-50:00), authority to approve or disapprove individual Housestaff Officer's application for extramural professional activities is hereby vested in the individual's Medical Director or Dean.

The Housestaff Officer shall first apply to his/her Program Director who shall forward the application, together with his/her own written recommendation within three (3) working days to the appropriate Medical Director or Dean. In the event that the Housestaff Officer is based at University Hospital the application and written recommendation shall be forwarded by the Program Director to the appropriate Medical Director. In the event that the Housestaff Officer is based at one of the University's affiliated hospitals, the application and written recommendation shall be forwarded by the Program Director to the appropriate Dean.

In those cases where the Program Director's recommendation is positive, the Medical Director or Dean shall, within five (5) working days, render a final and binding decision. In those cases where the Program Director's recommendation is negative the Medical Director or Dean shall within five (5) working days render a final and binding decision.

ARTICLE XVII

ACCESS TO PERSONNEL FILES

- A. An employee who makes a written request to the Department Chairperson to examine his/her central personnel file shall be granted the opportunity to do so within a reasonable period which shall be five (5) days except where circumstances as to the location and/or work schedule of the employee make that time period impractical. The University shall honor the employee's request for a copy of documents in the file.
- 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 provide and maintain adequate on-call rooms for use by Housestaff Officers while on duty. All on-call rooms will be maintained in accordance with reasonable health and sanitation standards. The University will make a reasonable effort not to require Housestaff Officers of different sexes to use the same on-call room, at the same time. Where on-call rooms are equipped with locks, the assigned Housestaff Officer will be given a key for the time of the room assignment.

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

- B. In University owned and operated facilities, the University shall provide each Housestaff Officer with access to a secured locker for their personal belongings. The Dean and/or the University Human Resources shall strongly encourage the other institutions which the House staff rotate through, to supply a secured locker to each Housestaff Officer.

ARTICLE XIX

PARKING

- A. Effective fiscal year 1995, the parking fees will be \$204 per annum.

Parking fees at all campuses will be prorated as follows:

House staff will be required to pay the University parking fee when assigned to University Hospital, Robert Wood Johnson Medical Center (including rotation to St. Peters) and Kennedy - Stratford Division.

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

- B. The University agrees to provide (for \$1.00 each) extra Parking Permits for House staff with more than one (1) vehicle registered to his/her family. Department Directors will provide each Campus Human Resource Director with rotation schedules.

ARTICLE XX

SAFETY

Whenever an employee observes a condition which he or she feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, the employee shall report such observation which

will be promptly investigated.

Where a hazard exists which endangers the employee, he or she 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 Section B.2 of Article XIII.

ARTICLE XXI

CONFERENCE REIMBURSEMENT

All Housestaff Officers who are presenting at a conference which is approved for GME credits shall be entitled to reimbursement for expenses related to a presentation at the conference. It is understood that related expenses be consistent with the University's travel reimbursement policy and shall include but not be limited to travel, materials, registration fees, lodging and food. Reimbursement for additional related fees shall be subject to approval by the Program Director.

"Presenting" is defined as the presentation of a paper to an audience as specified in the program or as a first author of a poster. The presenter will be reimbursed for only one presentation per poster. The "reimbursement term" would be the day before, the day of and the day after the conference. Exceptions can be made with the approval of the Program Director or the Dean of GME .

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

The above shall not affect an existing practice in which a program reimburses for fees and expenses in addition to what is described. All policies are contingent upon adherence to ACGME rules for duty hours as it relates to residents who remain on-site.

ARTICLE XXII

LICENSURE

- A. If it is a requirement of the Program, the Program will pay NJ State Licensing fees and renewal costs for New Jersey licensure of any Housestaff Officer employed at the University. This does not cover USMLE Step III or COMLEX.
- B. The University provided BCLS, ACLS, ATLS, PALS, NALS courses and re-certification courses will be provided at no cost to the Housestaff Officer as required to take as part of their training.
- C. The Program will pay costs associated with required background checks, such as fees for fingerprinting, with a one time cap of \$75 per Housestaff Officer on UMDNJ payroll.

ARTICLE XXIII

MISCELLANEOUS:

Business Cards:

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

Library and Computers:

As soon as possible, but no later than two years after the ratification of this contract, all medical libraries, on-call suites, and house staff lounges in UMDNJ owned facilities shall be equipped with computers with access to the internet, access to on-line library resources, and working printers. In on-call suites, there shall be at least one computer station for every four on-call rooms. UMDNJ will exercise its best efforts to ensure that non-UMDNJ owned facilities meet this standard.

ARTICLE XXIV

SUCCESSORSHIP

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

ARTICLE XXV

SAVINGS

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

ARTICLE XXVI

COMPLETE AGREEMENT

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

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

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

ARTICLE XXVII

PRINTING OF AGREEMENT

The University and the CIR agree to jointly print copies of the instant agreement within sixty (60) days of the execution. All costs will be shared.

There will be sufficient copies for the CIR to distribute to each HSO and, in addition, three hundred (300) copies to be divided equally for use by each party.

ARTICLE XXVIII

TERM OF AGREEMENT AND RENEWAL

This agreement shall remain in full force and effect from the date of execution thereof through October 31, 2012. 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, 2012 or February of any subsequent year for which this Agreement was automatically renewed. Official notice to the University shall be made by addressing the President of the University. Official notice to the CIR shall be made by addressing the President of the CIR.

IN WITNESS WHEREOF, the University of Medicine and Dentistry of New Jersey and the Committee of Interns & Residents, have caused this Agreement to be signed by their duly authorized representatives as of this 1st day of November, **2009**.

UNIVERSITY OF MEDICINE
& DENTISTRY OF NEW JERSEY

COMMITTEE OF
INTERNS & RESIDENTS

William F. Owen, Jr, MD
President

Cliff Freid
Area Director, CIR

Gerard Garcia
Acting VP of Human Resources

Abdel Kanan, Esq.
Director of Labor Relations

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

SIDE LETTER #1

July 11, 2006

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

RE: Maggie's Law Policy

Dear Mr. Scherzer:

Since there is no University policy addressing "Maggie's Law," and in the interest of maximizing safety and house staff well-being, sixty (60) calendar days after ratification of the contract the UMDNJ and the CIR agree to form a Joint Committee to discuss strategies that would address the risks involved in driving a vehicle after working in excess of 24 consecutive hours and related concerns. The Committee will identify solutions that can be put in place without reducing educational opportunities. The Committee will consist of the GME Directors of two (2) of the three UMDNJ Medical Schools and the two (2) other members appointed by the UMDNJ Administration, and four (4) members appointed by the CIR. The Committee will report within six (6) months.

Abdel Kanan, Esq.
Director of Labor Relations

Eric Scherzer
C.I.R. - Associate Director

SIDE LETTER # 2

January 26, 2006

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

RE: **Protected Education Time**

If a problem is presented regarding the protected education time of a particular residency program, 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.

Abdel Kanan, Esq.
Director of Labor Relations

Eric Scherzer
C.I.R. - Associate Director

SIDE LETTER # 3

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.

Abdel Kanan, Esq.
Director of Labor Relations

Eric Scherzer
C.I.R. - Associate Director

SIDE LETTER # 4

April 9, 2003

Sharon McAleavey, CIR Representative
Committee of Interns & Residents
520 Eight Avenue, Suite 1200
New York, New York 10018

RE: University Policy
00-01-20-87:00

Dear Ms. McAleavey:

As agreed, all Allopathic Housestaff Officers who are PGY-2 and above shall be given until May 2003 to take Step 3 of the USMLE, and all Osteopathic Housestaff Officers who are PGY-2 and above shall be given until June 2003 to take Step 3 of the COMLEX. A Housestaff Officer PGY-2 and above who fails to pass the USMLE Step 3 taken **not later than May 2003** (Allopathic) or Step 3 of the COMLEX taken in June (Osteopathic), shall be terminated. However, Article VII, D is still in effect.

It is understood that a Housestaff Officer who has taken the COMLEX in June 2003 may not receive the results prior to July 1, 2003. A Housestaff Officer shall remain in the program until such time as the grade has been forwarded to the GME office and the grade from the June 2003 COMLEX is a passing one.

The terms of this side letter shall expire on July 31, 2003, and University Policy 00-02-20-87 shall be adhered to and enforced.

Please indicate your agreement by signature below.

Abdel Kanan, Esq.
Director of Labor Relations

Sharon McAleavey
C.I.R. – Union Representative

SIDE LETTER # 5

September 5, 2003

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

Dear Abbe:

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

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

Very truly yours,

Ralph DeRosa
Deputy General Counsel

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

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

SIDE LETTER # 6

June 5, 2003

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

RE: Lockers and Bulletin Boards

Dear Mr. Kanan:

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

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

Sincerely,

Sharon McAleavey
Coordiantor

Abdel Kanan, Esq.
Manager, Labor Relations

SIDE LETTER # 7

June 5, 2003

Abdel Kanan, Esq.
Manager, Labor Relations
UMDNJ
65 Bergen Street, 12th Floor
Newark, NJ 07102

RE: Computer Access

Dear Mr. Kanan:

It is agreed that computers and comprehensive internet access shall be readily available for use by Housestaff officers at all times. Readily available means in or near patient care areas.

Should problems arise, GME administration at each of the four (4) primary institutions (UMD-Newark, AHS, UMD-RWJ and SOM) shall meet and confer with the CIR representative(s) to discuss such problems with computer access at the primary and affiliated institutions where housestaff rotate and develop a plan to resolve the issues.

Sincerely,

Sharon McAleavey
Coordinator

Abdel Kanan
Manager, Labor Relations

SIDE LETTER # 8

June 5, 2003

Abdel Kanan, Esq.
Manager, Labor Relations
UMDNJ
65 Bergen Street, 12th Floor
Newark, NJ 07102

RE: Health Benefits for New Hires

Dear Mr. Kanan:

It is agreed that the CIR and UMDNJ shall jointly petition the SHBP (State Health Benefits Plan) to cover intern and resident physicians at UMDNJ for health benefits from date of hire.

Sincerely,

Sharon McAleavey
Coordinator

SIDE LETTER # 9

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

John Ronches
Executive Director

SIDE LETTER # 10

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

Dear Mr. Pripas:

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

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

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

Sincerely,

Eric Scherzer
CIR - Associate Director

August 23, 1990

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

RE: On-Call Rooms

Dear Mr. Scherzer:

This letter will confirm the following agreement between the parties for a successor agreement.

The CIR and UMDNJ take particular notice of problems with on-call rooms are a common concern to both parties. It is agreed that in properly maintained and located on-call rooms can have an extremely deleterious impact on the performance of housestaff officers and their ability to provide optimum patient care, to the detriment of UMDNJ, its affiliated hospitals and the housestaff officers.

The CIR and UMDNJ agree to establish a joint committee to address concerns arising from the location, condition and upkeep of on-call rooms at the affiliated hospitals for UMDNJ-supervised housestaff officers. The joint committee will address two issues:

1. It will develop model language regarding on-call rooms for inclusion in affiliation agreements between UMDNJ and the various hospitals at which UMDNJ-supervised housestaff officers are trained.
2. It will develop mechanisms for responding to and rectifying problems and shortcomings in the on-call rooms which are brought to the committee's attention.

The joint committee will consist of CIR and UMDNJ and affiliated hospital representatives. It will attempt to operate by consensus to address all problems. The parties agree not to waive any rights or obligations already provided for in the collective bargaining agreement between the CIR and UMDNJ.

Abdel Kanan, Esq.
Director of Labor Relations

Eric Scherzer
C.I.R. – Associate Director