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AGREEMENT

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**College of Medicine
and Dentistry
of New Jersey**

And

**Housestaff
Organization**

Through June 30, 1977

6/77

HOUSESTAFF ORGANIZATION

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This Agreement is effective June 17, 1976 by and between the College of Medicine and Dentistry of New Jersey (hereinafter referred to as the College) and the Housestaff Organization of the College of Medicine and Dentistry of New Jersey (hereinafter referred to as HOCMDNJ).

The parties recognize that it is the responsibility of the College to provide a quality educational program and an available source of well trained physicians for the rapid 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, UNIT

Section 1

The College recognizes the HOCMDNJ as the exclusive representative for the purpose of collective negotiations in the unit for which HOCMDNJ was certified by P.E.R.C. on May 22, 1974.

INCLUDED: All physicians and dentists titled intern, resident and fellow employed by the College of Medicine and Dentistry of New Jersey.

EXCLUDED: All others.

Section 2

The terms "employee(s)" and "housestaff officer(s)" used interchangeably in this agreement shall mean only those persons in the unit described above in Section 1 of this Article.

Article II, DUES CHECKOFF AND NON-DISCRIMINATION

Section 1

The College agrees to deduct from the regular paycheck of any employee the dues of the HOCMDNJ provided the employee authorizes such deduction in writing in proper form to the Office of Personnel Resources.

Dues so deducted shall within ten (10) days of the date of deduction be transmitted to the designated officer of the HOCMDNJ, together with a listing of the employees included.

The Secretary-Treasurer of the HOCMDNJ shall certify to the College the current rate of dues and shall notify the College of any change in the rate of dues to be deducted thirty (30) days prior to the intended effective date of such change.

Section 2

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

status, 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 employment obligation.

Article III, MANAGEMENT RIGHTS

The College 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 College, whether exercised or not, and are to remain exclusively with the College.

Article IV, Titles

Section 1

Effective July 1, 1974, the titles of Housestaff Officers shall be converted and equated as follows:

PRIOR TITLE	NEW TITLE
Intern	Post Graduate Year 1
1st Year Resident	Post Graduate Year 2
2nd Year Resident	Post Graduate Year 3
3rd Year Resident	Post Graduate Year 4
4th Year Resident	Post Graduate Year 5
5th Year Resident	Post Graduate Year 6
6th Year Resident	Post Graduate Year 7

Section 2

Effective July 1, 1974, the appointment of a Housestaff Officer shall be based on his/her appropriate Post Graduate Year (hereafter PGY), which shall be determined as follows:

a.) a Housestaff Officer who has not completed at least one year training in an AMA-CME-ADA approved training program shall be placed at the PGY-1 level.

b.) a Housestaff Officer who has completed one or more years of service in an AMA-CME-ADA approved training program shall be placed at the PGY level which equates the number of such years of service plus one. (Eg., 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 AMA-CME-ADA 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, provided however that in the event that a Housestaff Officer changes his/her specialty, he/she shall receive a maximum credit of three (3) years for prior service in such other AMA-CME-ADA approved training program. d.) when some or all of the prior service of a Housestaff Officer has been in a non-AMA-CME-ADA 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 AMA-CME-ADA approved training program.

Additional credit, if any, for non-AMA-CME-ADA approved training programs to be granted in establishing the appropriate PGY level for a Housestaff Officer shall be determined by the Housestaff Officer and his/her Department Chairman at the time of appointment.

In determining additional credit, the Department Chairman 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).

Any new Housestaff Officer seeking additional credit per the above shall have as a maximum a total of 60 calendar days starting from the date of his/her employment to make such a request. Requests made beyond the 60th calendar day shall not be considered.

Any current Housestaff Officer seeking additional credit per the above shall have as a maximum a total of 60 calendar days starting from the date of formal signature of this document to make such a request. Requests made beyond the 60th day shall not be considered.

Section 3

A Housestaff Officer who, during the term of this agreement, successfully completes his/her service for a year and is reappointed to serve for an additional year shall be advanced to the next higher PGY.

Article V, COMPENSATION BENEFITS

Section 1

Effective June 23, 1974, the following salary levels shall be established:

PGY 1	\$12,295
PGY 2	13,193
PGY 3	13,749
PGY 4	14,319
PGY 5	14,874
PGY 6	15,435
PGY 7	15,980

In addition, each Administrative Chief Resident shall receive for his/her service as such an additional annual supplement of \$500.00, prorated as necessary for his/her service as Administrative Chief Resident.

Section 2

Effective July 1, 1975, the above salary levels and additional annual supplement of \$500.00 for Administrative Chief Residents, prorated as necessary, will remain in effect.

In addition, each Housestaff Officer who has one (1) or more years of service at the College as of July 1, 1975 shall be entitled to a one-time cash payment of \$125 if currently employed on the date of such payment. Such payment shall not constitute a modification of the College's existing Housestaff Officer salary schedule.

Each Housestaff Office who has at least six (6) months of service at the College as of July 1, 1975, shall receive a one-time cash payment of \$62.50 if currently employed on the date of such payment. Such payment shall not constitute a modification of the College's existing Housestaff Officer salary schedule.

Section 3

Subject to the State Legislature enacting appropriations in an amount equal to a seven (7) percent increase in the basic annual salaries of all Housestaff Officers (that is, exclusive of the annual supplement for Administrative Chief Residents) for the specific purpose of funding salary increases, the College's existing Housestaff Officer salary schedule shall be increased on July 1, 1976 to the following levels:

PGY 1	\$13,156
PGY 2	14,117
PGY 3	14,711
PGY 4	15,321
PGY 5	15,915
PGY 6	16,515
PGY 7	17,099

In addition, each Administrative Chief Resident shall continue to receive for his/her service as such an additional annual supplement of \$500.00 prorated as necessary for his/her service as Administrative Chief Resident.

In the event that the State Legislature enacts an appropriations of funds less than seven (7) percent, the College and the Housestaff Organization shall re-open negotiations on this specific issue (and only this issue) for the expressed purpose of providing an increase in the existing Housestaff Officer salary schedule within the limits of State Legislature appropriations for this specific purpose.

Article VI, VACATIONS

For the period ending June 30, 1974, vacations shall be the same as provided for in the prior individual contracts with each Housestaff Officer.

Effective July 1, 1974 all PGY 2s and above shall be entitled to four (4) weeks of paid vacation.

Article VII, INDIVIDUAL CONTRACTS

Section 1

Each Housestaff Officer shall, prior to his/her employment by the College, receive a written individual contract not inconsistent with any of the provisions contained in this agreement. Said contracts shall set forth College commitments to each Officer in the following two areas: (a) maintenance of electives and (b) rotational schedules.

Concerning the College commitments, it is recognized that the College cannot under all circumstances maintain specific and consistent electives and rotational schedules for all Housestaff Officers. However, the College 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 College. In the event that circumstances necessitate changes in electives or rotational schedules, the College will notify the involved individuals in advance and discuss available alternatives.

Section 2

Each Housestaff Officer, whose employment might not be renewed by the College, shall be given preliminary notice in writing no later than mid-November of the contract year.

Final notice of non-renewal shall be given in writing to each affected Housestaff Officer no later than mid-January of the contract year.

In turn, each Housestaff Officer, who might not wish to renew his/her appointment with the College, shall give preliminary notice in writing to the College no later than mid-November of the contract year.

Each Housestaff Officer, who does not wish to renew his/her appointment with the College shall give final notice of non-renewal in writing to the College no later than mid-January of the contract year.

The HOCMDNJ will not be liable for the breach by individual members as of paragraphs 4 and 5 of this section, providing the HOCMDNJ did not encourage the breach.

Article VIII, ON-DUTY SCHEDULES

A House Staff Officer in the course of his/her overall schedule shall not be required to be on duty more than an average of every third night in each and every thirty-day period.

Article IX, HEALTH AND HOSPITAL BENEFITS

Section 1

The College shall continue to offer all House Staff Officers and their dependents Blue Cross-Blue Shield with Rider J and Major Medical Insurance at no cost to the House Staff Officer. Such coverage is effective the first day of the month following two (2) full months of employment and is subject to completion of the appropriate forms. Coverage is not automatic.

Section 2

House Staff Officers "returning" from assignment at the East Orange 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.

Section 3

Notwithstanding the execution of this agreement, the parties mutually agree to continue discussions concerning the issue of continuous health and hospital benefits coverage for those House Staff Officers whose initial assignment is at the East Orange Veterans Administration Hospital and who thereafter return to the College payroll. The parties mutually agree to resolve this issue at the earliest possible date.

Section 4

The State administered Prescription Drug Program shall be extended to all eligible members of this bargaining unit and eligible dependents as soon as practicable following a signed agreement.

Each prescription required by competent medical authority for Federal legend drugs shall be paid for by the State subject to a deductible provision which shall not exceed \$1.25 per prescription or renewal of such prescription and further subject to specific procedural and administrative rules and regulations of the State Program.

Each bargaining unit member, shall after extension of the Program to this unit, be provided with an authorization and identification card, a list of participating pharmacies in the Program and a brochure describing the details of the Program.

The authorization and identification card shall include the Organization identification and emblem.

The Program shall be continued during the fiscal year 1976-1977 and the State shall provide any necessary funds to maintain the current program.

Article X, MEALS

At all College-operated facilities, two (2) free meals shall be provided to all Housestaff Officers physically on duty for a twenty-four (24) hour period. Said meals shall be taken during regular cafeteria hours. The twenty-four (24) hour period during which the two (2) free meals shall be provided shall commence at 4:00 p.m. of the first afternoon and shall conclude at 3:59 p.m. of the following afternoon.

Article XI, UNIFORMS

The College shall provide uniforms and uniform laundering service to all Housestaff Officers.

Article XII, PROFESSIONAL LIABILITY

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

Article XIII, GRIEVANCE PROCEDURE

Section 1, Definition

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

1. A breach, misinterpretation or improper application of any of the provisions of this Agreement.
2. An arbitrary or discriminatory application of, or failure to act pursuant to the written rules, policies or regulations of the College related to terms and conditions of employment.

Section 2, Procedure

STEP ONE: The Housestaff Officer shall present his/her grievance in writing to his/her *Clinical Chief* no later than ten (10) working days after the date on which the act which is the subject of the grievance occurred. The Clinical Chief shall have an additional ten (10) working days from the date of presentation in which to render a decision and respond in writing to the grievant.

STEP TWO: If the issue is not satisfactorily resolved at Step One, the Housestaff Officer shall have a maximum of five (5) working days from the date of response, or lacking a response, a max-

imum of fifteen (15) working days from the date of presentation at Step One, in which to present his/her grievance in writing to the *Medical Director* of the appropriate College hospital, i.e., Martland Hospital or Raritan Valley Hospital. The Medical Director shall have a maximum of ten (10) working days from the date of presentation at Step Two to render a decision and respond in writing to the grievant.

NOTE: If the Housestaff Officer is located at one of the College's affiliated hospitals, he/she shall present his/her Step Two grievance to his/her *Department Chairman*, who shall have a maximum of ten (10) working days from the date of presentation at Step Two to render a decision and respond in writing to the grievant.

STEP THREE: If the issue is not satisfactorily resolved at Step Two, the Housestaff Officer shall have a maximum of five (5) working days from the date of response, or lacking a response, a maximum of fifteen (15) working days from the date of presentation at Step Two, in which to present his/her grievance in writing to the appropriate *Vice President or Dean*. The Vice President or Dean shall have a maximum of ten (10) working days from the date of presentation at Step Three to render a decision and respond in writing to the grievant.

NOTE: If the Housestaff Officer is Newark-based, he/she shall present his/her grievance in writing to the Vice President for Academic Health Center (Newark). If the Housestaff Officer is Rutgers-based, he/she shall present his/her grievance in writing to the Dean of the Rutgers Medical School.

STEP FOUR: If the issue is not satisfactorily resolved at Step Three, the Housestaff Officer shall have a maximum of five (5) working days from the date of response, or lacking a response, a maximum of fifteen (15) working days from the date of presentation at Step Three, in which to present his/her grievance in writing to the *President of the College*. The President shall have a maximum of twenty (20) working days from the date of presentation of Step Four to render a final and binding decision and respond in writing to the grievant.

Section 3, Time Limits

Time limits under this article may be changed by mutual consent only.

Article XIV, MEDICAL AND ACADEMIC MATTERS

Matters concerning medical and academic judgements not subject to grievance under Article XIII of the Agreement may be raised under the procedure outlined below for a collegial resolution of such matter.

This section shall not be construed as indicating that any medical or academic judgements are subject to mandatory negotiations under the New Jersey Employer-Employee Relations Act, or a waiver of any rights by the College pursuant to Article III of the Agreement.

Procedure

STEP ONE: The Housestaff Officer shall present his/her grievance in writing to his/her Clinical Chief no later than ten (10) working days after the date on which the act which is the subject of the grievance occurred. The Clinical Chief shall have an additional ten (10) working days from the date of presentation in which to render a decision and respond in writing to the grievant.

STEP TWO: If the issue is not satisfactorily resolved at Step One, the Housestaff Officer shall have a maximum of five (5) working days from the date of response, or lacking a response, a maximum of fifteen (15) working days from the date of presentation at Step One, in which to present his/her grievance in writing to his/her *Department Chairman*. The Department Chairman shall have a maximum of ten (10) working days from the date of presentation at Step Two to render a decision and respond in writing to the grievant.

STEP THREE: If the issue is not satisfactorily resolved at Step Two, the Housestaff Officer shall have a maximum of five (5) working days from the date of response, or lacking a response, a maximum of fifteen (15) working days from the date of presentation at Step Two, in which to present his/her grievance in writing to the appropriate *Medical Director*.

Within five (5) working days of receipt of the written grievance, the Medical Director shall convene a committee, which shall hear the merits of the case and shall deliver its findings to the Medical Director within fifteen (15) days from the date of its convention. Within ten (10) days of receipt of the committee's findings, the Medical Director shall render a decision and respond in writing to the grievant.

NOTE: If the Housestaff Officer is located at one of the College's affiliated hospitals, he/she shall present his/her Step Three Grievance in writing to his/her *Dean*, who shall, within five (5) working days of receipt of the written grievance, convene a committee to hear the merits of the case and deliver its findings to the Dean within fifteen (15) days from the date of its convention. Within ten (10) days of receipt of the committee's findings, the Dean shall render a decision and respond in writing to the grievant.

The Housestaff Organization shall appoint two (2) members of the committee; the appropriate Medical Director or Dean shall appoint two (2) members of the Committee.

STEP FOUR: If the issue is not satisfactorily resolved at Step Three, the Housestaff Officer shall have a maximum of five (5) working days from the date of response in which to present his/her grievance in writing to the *President of the College*. The President shall have a maximum of twenty (20) days from the date of presentation at Step Four to render a final and binding decision and respond in writing to the grievant.

Time limits under this article may be changed by mutual consent only.

Article XV, DISCIPLINARY ACTION

Under normal circumstances, a Housestaff Officer will be given three (3) working days advance notice in writing of intended disciplinary action. Such written notice shall stipulate the reasons for the action to be taken. This shall in no way prohibit the College from immediately implementing any disciplinary action, where, in the judgement of the College, circumstances warrant.

Article XVI, OUTSIDE EMPLOYMENT

In the context of the College's Outside Employment Policy (see Staff Personnel Policy Manual section 25-20-50:00), 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.

ROUTING

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 either Martland Hospital or Raritan Valley 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 College's affiliated hospitals, the application and written recommendation shall be forwarded by the Program Director to the appropriate Dean of either the New Jersey Medical School, Rutgers Medical School or the New Jersey Dental School.

In those cases where the Program Director recommendation is positive, the Medical Director or Dean shall, within five (5) working days and without reference to committee, render a final and binding decision. In those cases where the Program Director recommendation is negative the Medical Director or Dean shall within five (5) working days convene a committee of four (4), which shall consider the Housestaff Officer's application and the

reasons for rejection by the Program Director. Within five (5) working days of its convening, the committee shall recommend in writing a course of action to the Medical Director or Dean who shall render a final and binding decision within an additional seven (7) working days.

STRUCTURE OF THE COMMITTEE

The HouseStaff Organization shall appoint two (2) members of the committee; the appropriate Medical Director or Dean shall appoint two (2) members of the committee.

GUIDELINES FOR IMPLEMENTATION

In exercising this authority, the Program Director, committee of four (if convened) and the Medical Director or Dean shall take into consideration all of the following guidelines:

1. the capacity of the individual Housestaff Officer to fulfill his/her educational objectives while, at the same time, pursuing additional work opportunities for income;
2. whether or not the additional work opportunity constitutes a conflict of interest;
3. whether or not the additional work opportunity may occur at a time when the Housestaff Officer is expected to perform his/her assigned duties.

Application for such extramural professional activities must be made to the Program Director and approval received from the Medical Director or Dean prior to the commencement of any and all such activities. Included in the application must be clear evidence that the Housestaff Officer is covered by suitable professional liability coverage, which shall be the sole responsibility of the individual and not the College.

In the event that the individual Housestaff Officer fails to secure prior approval from his/her Medical Director or Dean, or if at a later date following approval, any of the above guidelines are no longer met, the Housestaff Officer shall be given a maximum of five (5) working days to cease and desist any and all such activities. Failure to comply shall result in the individual Housestaff Officer's immediate discipline, up to and including discharge.

Applications for renewal of previously approved extramural professional activities must be made and renewed approval received by individual Housestaff Officers at the start of each fiscal year.

Only licensed physicians shall be eligible for approval of extramural professional activities.

NON-GRIEVABILITY

Decisions of the Medical Director or Dean shall not be subject to the grievance procedure.

Article XVII, SAVINGS CLAUSE

If any provision of this Agreement of any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions 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 re-open the negotiation with respect to a substitute for the affected provision.

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

Article XVIII, 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.

Article XIX, TERM OF AGREEMENT AND RENEWAL

This Agreement shall remain in full force and effect from the date of execution thereof through June 30, 1977. 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 registered mail no later than January 15, 1977, or January 15th of any subsequent year for which this Agreement was automatically renewed. Official notice to the College shall be made by addressing the President of the College. Official notice of the Association shall be made by addressing the President of the Association.

X

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under their hands and seals.

FOR THE COLLEGE:
Stanley S. Bergin Jr.
McReider

FOR THE ASSOCIATION:
John J. Sullivan
Thomas P. King MD

FOR THE GOVERNOR:
Jeannette W. Mason
July 1 1976

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