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This Agreement is made on July 1, 1981 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, an affiliate of the Committee of Interns and Residents (hereinafter referred to as HOCMDNJ/CIR).

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 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 College recognizes the HOCMDNT/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 College of Medicine and Dentistry. Excluded are all other employees.
- C. The terms "employee(s)" and "housestaff officers(s)" used interchangeably in this agreement shall mean only those persons in the unit described above in Section B.

ARTICLE II

POLICY AGREEMENTS

A. Dues Check-Off

1. The College agrees to deduct from the regular paycheck of any employee the dues of the HOCMDNJ/CIR provided the employee has signed and filed an appropriate written authorization form with the Office of Personnel Resources.

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

3. The Secretary-Treasurer of the HOCMDNJ/CIR shall certify to the College 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 HOCMDNJ/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 Personnel Resources.

B. Representation Fee

1. Housestaff Officers who are not members of the HOCMDNJ/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 College 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 College harmless from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from deductions made by the College in accordance with this provision. The State and the College shall not be liable to the Union for any retroactive or past due representation fee for an employee who was identified by the College as excluded or in good faith was inadvertently omitted from deduction of the representation fee.

6. Demand and Return

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

a. 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.

b. 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.

c. The burden of proof under the Demand and Return system rests upon the Union.

d. An employee dissatisfied with the Union's decision may appeal to the three (3) member board established by the Governor.

e. 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.

C. Non-Discrimination

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

D. Strikes and Lockouts

1. During the term of this Agreement, the HONOLULU/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 College during the term of this Agreement.

E. Administration of Agreement

1. A committee consisting of College 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 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 A

The titles of Housestaff Officers shall be as follows:

TITLE

- 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

Section 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 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 approved training program in the same specialty in which he 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 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 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 approved training program in the same speciality as he/she is enrolled at the College, and/or in an ACGME-ADA-AOA approved training program prerequisite to the specialty in which he/she is enrolled at the College.

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 approved training program at the discretion of the program director.

b. Credit for non ACGME-ADA-AOA 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 College 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 fiscal years 1981-82 and 1982-83, effective at the times stated herein.

1. Effective in the first pay period of fiscal year 1981-1982, the basic salary levels for Housestaff Officers will be:*

- PGY 1 - 17,495
- PGY 2 - 18,618
- PGY 3 - 19,312
- PGY 4 - 20,024
- PGY 5 - 20,720
- PGY 6 - 21,420
- PGY 7 - 22,103

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2. Effective in the first full pay period in January 1982, the basic salary levels for Housestaff Officers will be:*

- PGY 1 - 18,156
- PGY 2 - 19,320
- PGY 3 - 20,041
- PGY 4 - 20,780
- PGY 5 - 21,502
- PGY 6 - 22,229
- PGY 7 - 22,937

3. Effective in the first pay period of fiscal year 1982-1983, the basic salary levels for Housestaff Officers will be:*

- PGY 1 - 19,427
- PGY 2 - 20,672
- PGY 3 - 21,444
- PGY 4 - 22,235
- PGY 5 - 23,007
- PGY 6 - 23,785
- PGY 7 - 24,543

*This provision shall not apply to regular part-time Housestaff Officers.

4. Effective in the first pay period of fiscal year 1981-1982 the annual supplement for Administrative Chief Resident will be \$750 and effective in the first pay period of fiscal year 1982-1983 the annual supplement for Administrative Chief Resident will be \$850, prorated as necessary for his/her service as Administrative Chief Resident.

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. 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.

3. Should any Housestaff Officer fail to submit his/her vacation leave request on or before September 1 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.

4. As used in this Article, a week's vacation leave shall mean seven (7) consecutive days. If less than a week's vacation leave is requested, each day requested shall mean one-fifth (1/5) of a vacation week.

5. The parties acknowledge that Housestaff Officers are credited with vacation leave time in anticipation of continued employment for the full year. In the event a Housestaff Officer leaves pay status during the course of the year, his/her vacation leave accrual shall be adjusted on a pro-rata basis in order to determine the proper amount of leave time to which the Housestaff Officer is entitled. In the event the Housestaff Officer has no vacation leave balances, such Housestaff Officer shall reimburse the College for any overdraft of leave time.

B. Sick Leave

The College policies regarding sick leave as it applies to employees in this unit shall be fairly and equitably applied.

C. 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, or child.

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

D. Maternity Leave

An employee shall be entitled to leave of absence for maternity. Paid sick leave or leave of absence without pay shall be utilized for the normal period of disability in conformance with the College policies and regulations concerning use of sick leave.

Added language

Requests for additional maternity leave of absence without pay beyond the period of disability shall be considered in accordance with the individual's needs as well as the need of the individual department, and shall not exceed one hundred and twenty (120) days. The reasons for the request for maternity leave without pay shall be carefully considered and approval of such leave shall not be unreasonably denied.

Added language

E. Leave for Flex Exam or National Boards

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

ARTICLE VII

INDIVIDUAL CONTRACTS

A. Any written individual contract between the College 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.

B. Each Housestaff Officer shall, prior to his/her employment, receive a written individual contract which shall set forth College commitments to each Officer in the following areas: (a) maintenance of electives; and (b) rotational schedules.

C. 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 (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 FLEX examination shall not be the sole criterion for dismissal of a Housestaff Officer during the term of an individual contract.

E. 1. Notice of non-renewal of individual contracts (whose term is July 1 - June 30) shall be given in writing not later than January 15 of the first year of service and not later than November 15 of the second, third, fourth, fifth and sixth years of service. Where practicable, preliminary notice of non-renewal shall be given no later than November 15 of the first year of service.

2. Housestaff Officers hired other than on July 1 shall be given equivalent notice of non-renewal of individual contracts in writing, i.e., six and one-half (6½) months into the first year of service and four and one-half (4½) months into the second through sixth years of service.

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 at the earliest time in order to assist in the development of corrective measures.

11. The College will make a good faith effort to continue the ACCME-ADA-
AOA specialty training programs to which a Housestaff Officer is assigned. In the
event such programs are to be changed or discontinued the College will notify the
Housestaff Organization as soon as possible.

ARTICLE VIII

WORK SCHEDULES

A. Housestaff Officers shall not ordinarily be required to be physically on duty more than an on-call day and a contiguous workshift (which shall not ordinarily exceed 34 consecutive hours) without a break of a least eight (8) hours.

B. A Housestaff 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 (30) day period. There shall be no increase in existing departmental oncall schedules during the period of this agreement.

C. 1. Housestaff Officers who are scheduled for on call duty for a 24 hour period on a holiday shall be granted an alternate day off to be scheduled with the Program Director or paid cash in lieu of time off at the option of the College. Cash reimbursement shall be the employee's regular rate of pay and shall be computed at the rate of one-tenth (1/10) of the bi-weekly pay.

2. Earned compensation time off may be added to vacation leave by the Program Director.

D. Housestaff Officers shall not be routinely or regularly assigned to tasks which are clearly not within their normal responsibilities as housestaff officers.

E. Normally, except where operational considerations dictate the contrary, Housestaff Officers shall not be assigned on-call duty during the twenty-four (24) hour period preceeding licensure, specialty board or in-service examinations.

ARTICLE IX

HEALTH BENEFITS, PRESCRIPTION DRUG PROGRAM AND MAINTENANCE OF BENEFITS

A. 1. The State Health Benefits Program is applicable to employees covered by this Agreement.

The State Health Benefits Program includes Blue Cross/Blue Shield (Rider J) and Major Medical Coverage. The cost of such coverage is paid by the State for eligible employees and dependents. The Program incorporates the Blue Shield "Series 750" plan relating to surgical fees schedules. Employees will be issued Blue Cross/Blue Shield identification cards reflecting eligibility for the "Series 750" plan. Effective January, 1982, the State shall replace the present "Series 750" surgical plan with the 14/20 plan. Eligibility requirements and administrative procedures are governed exclusively by the State Health Benefits Commission. Such coverage is effective the first day of the month following two full months of employment and is subject to completion of the appropriate forms. Coverage is not automatic.

2. Pursuant to N.J.S.A. 26:2J-1, et seq., employees may opt to receive medical coverage from approved Health Maintenance Organizations, when available, in lieu of the normal coverage under the State Health Benefits Program. Eligibility requirements and administrative procedures are governed exclusively by the State Health Benefits Commission. Under the applicable law, the State shall not make a contribution for any employee greater than the contribution which would otherwise be made to the State Health Benefits Program. Therefore, as determined by the Health Benefits Commission, employees opting to participate in a Health Maintenance Organization will be required to contribute the difference in the cost of such participation.

3. 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 College. The College shall designate an individual who will by 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 College 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 \$3.50 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. Eye Care Program

It is agreed that the State shall establish and continue an Eye 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 (spouse and children under 18 years of age or under 23 if resident in the household or a full-time student and not employed in a full-time position).

The Program shall provide for eligible employees and dependents to receive a \$25 payment for prescription eyeglasses with regular lenses and a \$30 payment for such glasses with bifocal lenses.

Each eligible employee and dependent may receive only one (1) payment during the two (2) year period that this program will be in effect. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of sixty (60) days.

E. 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.

F. 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.

G. Life Insurance

1. The College shall provide life insurance to all Housestaff Officers not currently enrolled in the Public Employees Retirement System or the Alternate Benefits Plan. Life insurance shall be in the amount of one and one-half times (1½) times the annual salary of the Housestaff Officer, at no cost to the employee. Additional life insurance in the amount of one and one-half (1½) times the employee's salary may be purchased on a co-payment basis at the option of the individual employee. The premium to be paid shall be the same as other State employees.

2. In the event legislation is enacted which would exclude Housestaff Officers from participation in the Public Employees Retirement System and the Alternate Benefits Plan, section 1. above, shall apply to all Housestaff Officers.

ARTICLE X

MEALS

A. At College operated or other facilities where Housestaff Officers are assigned, dinner and breakfast shall be provided when the Housestaff Officer is assigned regular on call duty overnight at the Hospital. Meals shall be for the Housestaff Officer's personal use and shall be taken during regular cafeteria hours.

B. Housestaff Officers assigned regular on call duty on a Saturday, Sunday or a Holiday shall be provided with three (3) free meals.

C. In situations where a meal cannot be provided pursuant to this Article, the Housestaff Officer will be reimbursed by payment of \$2.25 for breakfast; \$3.00 for lunch; and \$3.75 for dinner. Effective July 1, 1982 Housestaff Officers will be reimbursed by payment of \$2.50 for breakfast; \$3.25 for lunch; and \$4.00 for dinner.

ARTICLE XI

UNIFORMS

The College shall provide uniforms and uniform laundering service 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, except if such loss or damage should occur after turning the uniform in for *new laundry*
laundering.

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

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 judgment 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.

GRIEVANCE PROCEDURE

B. Definition

A grievance is an allegation by a Housestaff Officer or the HOCMDNJ/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 College or statutes to the extent that any of the above establish 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.

GRIEVANCE PROCEDURE

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 College 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 College'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 mutually agreed upon 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.

Should an informal discussion either with the Chief Resident or the appropriate administrator not produce a satisfactory settlement, the grievant may move the grievance to the first formal step.

Informal discussions shall not serve to extend the time within which a grievance must be filed, unless such is agreed to in writing by the College 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

A grievant shall initiate his or her grievance in writing and present it formally to his or her Program Director or designee no later than twenty (20) calendar days after the date on which the act which is the subject of the grievance occurred or twenty (20) calendar days from the date on which the individual Housestaff Officer should reasonably have known of its occurrence. Where the nature of the grievance suggests that it would be appropriate, the grievant may be required by the Program Director or designee to meet any involved official of the College in an effort to resolve the grievance informally. Such informal discussions shall not become a part of the record of the grievance unless the grievance is resolved on the basis of such discussions. The Program Director or designee shall meet with the grievant and a representative of the HOCMDNJ/CIR for the purpose of discussing the grievance. The Program Director or designee shall issue a written decision, stating the reasons therefor, within fifteen (15) calendar days following the conclusion of the meeting.

Step Two

If the grievance is not satisfactorily resolved at Step One, the grievant may file a written request for review with the appropriate Dean or designee within fifteen (15) calendar days following receipt of the Step One decision. 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 ten (10) calendar days of receipt of the grievance, and the decision shall be rendered in writing to the Housestaff Officer within ten (10) calendar days following the conclusion of the review.

Step Three

If the grievant is not satisfied with the disposition of the grievance at Step Two, he or she may appeal to the President on the record. The appeal shall be accompanied by the decisions at the prior steps and any written record that has been made part of the preceding reviews. The President may sustain, modify or reverse the decision made at Step Two on the record or may in his own person or

through his or her designee conduct a hearing concerning the grievance. In the event the President acts upon the written record the decision shall be rendered in writing to the Housestaff Officer and the CIR representative within ten (10) calendar days following the receipt of the grievance. In the event a hearing is directed, such hearing shall commence within (10) calendar days of receipt of the grievance and when the President or his/her designee deems it appropriate, witnesses may be heard and pertinent records received. The decision shall be rendered in writing to the Housestaff Officer and the CIR representative within ten (10) calendar days following the conclusion of the hearing.

If the grievance involves a non-contractual grievance as defined in B.2. above, the President may alternatively within ten (10) 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 President within fifteen (15) calendar days following the date of its convention.

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 College and three (3) members appointed by the President, one of whom shall be designated Chairperson. For the purposes of conducting the hearing, a quorum of the committee shall consist of one (1) member of the Housestaff and two (2) members appointed by the President.

The President will review the Committee's recommendation as to the disposition of the grievance and within ten (10) calendar days following the 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, Two or Three shall constitute a precedent for any purpose unless agreed to in writing by the President and CIR acting through its representative.

Step Four

If the grievance involves a contractual violation of the Agreement as defined in B.1. above, the CIR upon request of the grievant and as representative of the grievant may, upon written notification of intent to arbitrate to the President and the Director of the Office of Employee Relations, appeal the President's decision to arbitration. Notice of intent to proceed to arbitration must be filed within ten (10) calendar days following receipt of the Step Three decision and shall be signed by the grievant and the CIR representative. Only those acts or omissions and sections of the Agreement identified at Step One may be considered at subsequent steps.

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 or provisions of this Agreement or determine any dispute involving the exercise of a management function which is within the authority of the College 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 for arbitration. The arbitrator shall have no authority to determine any other issue. The arbitrator shall refrain from issuing any statement of opinion or conclusions not essential to the determination of the issue(s) submitted. The arbitrator shall not substitute his or her judgment for academic or medical judgments rendered by the persons charged with making such judgments, nor shall the arbitrator review such decisions except for the purpose of determining whether the decision has violated this Agreement. Decisions of an arbitrator involving discipline shall be advisory and nonbinding.

Any costs resulting from this procedure shall be shared equally by the parties.

Within thirty (30) days of the execution of this Agreement the parties shall mutually agree upon a panel of three (3) arbitrators. Each member of the panel shall serve by random selection as the sole arbitrator for a given case. Where a member of the panel is unable to serve, another member shall then serve by random selection. In the event the parties are unable to agree upon a panel of arbitrators within thirty (30) days, arbitrators shall be selected, on a case-by-case basis, under the selection procedure of the Public Employment Relations Commission, until such time as the parties agree upon a panel.

E. Time Limits

1. A grievance must be filed at Step One within twenty (20) calendar days from the date on which the act which is the subject of the grievance occurred or twenty (20) 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 Homestaff 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 HOCMDNJ/CIR representative(s) and one of the grievants designated by the HOCMDNJ/CIR. A group grievance may be initiated by the HOCMDNJ/CIR.

Where individual grievances concerning the same matter are filed by several grievants, it shall be the option of the College 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 ten (10) calendar days to proceed to the next step.

7. If, at any Step in the grievance procedure, the College'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

Housestaff Officers may be disciplined or discharged for cause, however, these actions shall be grievable, and in the event the involved Housestaff Officer files a grievance, the burden of providing just cause shall be upon the College.

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.

Handwritten notes:
discipline
discharge
just cause
burden of proof

ARTICLE XV

UNION RIGHTS

A. Representation Lists

After July 1, but not later than September 1 of each year, the College shall make available to the Housestaff Organization 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 College and the Union. The College agrees to distribute such membership packets to new employees during the initial phase of employment and to other employees when necessary. If requested, the HOCMDR/J/CHR 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 College agrees to furnish a suitable share of existing bulletin boards in convenient places on College property in general working areas to be used exclusively by the Union. The space provided shall be one-fourth (¼) of the available space on each such board but not to exceed two (2) feet by three (3) feet.

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 College. 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 College alleges to be in violation of the provisions above shall be promptly removed. Any dispute as to the appropriateness of any posting may be initiated as a grievance at Step Two or submitted to the Office of Employee Relations for determination.

D. Distribution of Literature

1. Space will be provided in central locations at the College where Union literature, which is consistent with the provisions of C. above or which is otherwise approved by the College, may be placed so that employees may pick up copies.

2. The Housestaff Organization shall have the right to distribute literature, which is consistent with C. above or which is otherwise approved by the College, through the Hospital's mailboxes.

E. Transmittal of Materials

The College will cooperate in allowing HOCMDNJ/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 College. The College will advise the HOCMDNJ/CIR of the procedures to be followed in seeking the use of messenger services. Nothing herein shall be construed as requiring that the College undertake distribution of materials on behalf of HOCMDNJ/CIR to members of the bargaining unit.

F. Access to Premises

1. The HOCMDNJ/CIR representatives shall be admitted to all State facilities to meet with Housestaff Officers on union business.

2. Requests for such visitation rights shall be directed reasonably in advance to the appropriate designated official and shall include the purpose of the visit, and proposed time and date. Permission for such visits shall not be unreasonably withheld.

3. The College 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 College'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.

A. 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 College Hospital the application and written recommendation shall be forwarded by the Program Director to the appropriate ~~Medical Director~~ ^{Dean}. 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 or the New Jersey Dental School or Rutgers Medical School.

In those cases where the Program Director's 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's 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.

B. 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.

C. Guidelines for Implementation

1. 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:

a. the capacity of the individual Housestaff Officer to fulfill his/her educational objectives while, at the same time, pursuing additional work opportunities for income;

b. whether or not the additional work opportunity constitutes a conflict of interest;

c. whether or not the additional work opportunity may occur at a time when the Housestaff Officer is expected to perform his/her assigned duties.

2. 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.

3. 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 the individual Housestaff Officer at the start of each fiscal year.

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

D. Non-Grievability

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

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 generally be five days except where circumstances as to the location and/or work schedule of the employee make that time period impractical. The College shall honor the employee's request for a copy of documents in the file. Employees may be required to pay the costs involved.

B. The College shall have the right to have such review and examination take place in the presence of a designated representative of the College 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.

C. Nothing in this Article shall be construed as granting an employee access to confidential documents received or sent by the College.

D. No document of anonymous origin shall be used against any employee, in any personnel action.

E. Information which is mutually agreed to be in error shall be corrected or expunged from file.

ARTICLE XVIII

ON CALL ROOMS

The College 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 College 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.

ARTICLE XIX

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 College'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 XX

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 XXI

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 HOCMDNJ/CIR and negotiated upon the request of the HOCMDNJ/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 College 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 XXII

PRINTING OF AGREEMENT

The College agrees to provide to the HOCMDNJ/CIR, within 45 calendar days of the signing of this Agreement sufficient printed copies of this Agreement so that each current Housestaff Officer may receive a copy, plus 50 copies for the use of HOCMDNJ/CIR. There shall be no charge to the HOCMDNJ/CIR. The HOCMDNJ/CIR shall distribute a copy of the Agreement to each current Housestaff Officer within 45 calendar days of receipt of sufficient printed copies. The HOCMDNJ/CIR shall not seek any aid or assistance from the College in regard to its obligation to distribute copies of the Agreement to current Housestaff Officers. The College shall distribute a copy of the Agreement to all new Housestaff Officers.

ARTICLE XXIII

TERM OF AGREEMENT AND RENEWAL

This Agreement shall remain in full force and effect from the date of execution thereof through June 30, 1983. 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 October 1, 1982, or October 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 to the HOCMDNJ/CIR shall be made by addressing the President of the HOCMDNJ/CIR.

Memo

SIDE LETTER OF AGREEMENT I

The Joint Administration/Union Committee established during negotiations shall continue to meet as necessary to discuss concerns and problems raised during negotiations and to consider/recommend solutions not inconsistent with the terms of the contract. Meetings of the Joint Committee are not intended to bypass the grievance procedure or to be considered collective negotiations meetings.

Specific topics referred to the Joint Committee include:

- a) safe and convenient parking for Housestaff Officers,
- b) communications (beepers, voice paging)
- c) facilitating communication between HOCMDNJ/CIR and Housestaff Officers assigned to affiliated hospitals,
- d) lockers, mailboxes and lounges,
- e) length of Emergency Room shifts,
- f) on-call schedules for Housestaff Officers who utilize contractual leave time during part of a month,
- g) office space for HOCMDNJ/CIR at core teaching facilities,
- h) office space for administrative chief residents, and
- i) prevention of abuse of the meals program.

FOR THE STATE:

FOR THE UNION:

FOR THE COLLEGE:

Date

SIDE LETTER OF AGREEMENT II

Handwritten notes:
1/11/11
1/11/11
1/11/11

It is understood the meal allowance program described in Article X is intended to provide Housestaff Officers with a normal meal during on-call duty. It was agreed that the Union will assist the College in preventing abuse of meal allowance privileges. Instances of alleged abuse may be reviewed by a joint Administration/Union Committee where remedial measures may be developed. In those cases where repeated abuse occurs, it is agreed the Housestaff Officer may be placed on cash allowance for meals as provided in Article X, Section C.

FOR THE STATE:

FOR THE UNION:

FOR THE COLLEGE:

Date

SIDE LETTER OF AGREEMENT III

12/2/71

It is agreed that payroll checks for Housestaff Officers shall reflect the NL designation for payroll purposes.

FOR THE STATE:

FOR THE UNION:

FOR THE COLLEGE:

Date

SIDE LETTER OF AGREEMENT IV

If, as a result of subsequent legislative enactment or litigation, binding disciplinary arbitration is determined to be negotiable, then it is agreed that binding arbitration of disciplinary matters as established by Article XIII and XIV of the 1979-81 agreement will be reincorporated into the Contract in place of advisory arbitration.

See language

FOR THE STATE:

FOR THE UNION:

FOR THE COLLEGE:

Date