AGREEMENT BETWEEN
RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY
and
THE COMMITTEE OF
INTERNS & RESIDENTS

JULY 1, 2022 THROUGH JUNE 30, 2026

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PREAMBLE

This Agreement is made on July 1, 2022 by and between Rutgers, The State University of New Jersey (herein after referred to as the "University") and the Committee of Interns and Residents/ SEIU (herein after referred to as CIR). The parties recognize that it is the responsibility of the University to provide a quality educational program and an available source of well trained physicians for the rapidly expanding health needs of New Jersey, aligning the clinical and educational missions of the GME at RWJMS and NJMS. This Agreement is intended to contribute to the fulfillment of those responsibilities.

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

ARTICLE I

RECOGNITION

A. The University recognizes the CIR as the exclusive representative for the purpose of collective negotiations.

B. Included are all full and regular part-time physicians and dentists titled intern, resident and fellow who are designated herein as Housestaff Officers employed by the University. Excluded are all other employees.

C. The terms "employee(s)", "Housestaff Officer(s)" and "resident(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 University 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. Employees may only revoke the authorization of dues deductions by providing written notice to the Office of University Labor Relations during the 10 days following each anniversary date of their employment. Within five calendar days of receipt of written notice from an employee of revocation of authorization for the payroll deduction of dues, the University shall provide notice to CIR of an employee's revocation of such authorization. An employee's timely notice of revocation of authorization for the payroll deduction of dues shall be effective on the 30th calendar day after the anniversary date of employment.

B. Indemnification

In the event a claim is filed by a member or former member of the negotiations unit for a return of dues deducted from the member's paycheck pursuant to this Article, the Union shall be solely responsible for the return of such dues, provided the University transmitted the dues to the Union and provided the Union or a court determines that the Union or the University is obligated to return the dues.

C. Prohibited Discrimination and Prohibited Harassment

1. All Housestaff Officers are protected by and subject to University policies prohibiting discrimination, harassment, retaliation, workplace violence, sexual violence, relationship violence, stalking and related misconduct (as amended from time to time).

   A Housestaff Officer alleging a violation of the above-referenced policies shall contact the Office of Employment Equity ("OEE").

   Housestaff Officers must cooperate with investigations conducted by OEE, or its designee(s), in response to complaints alleging violations of the above-referenced policies.

2. There shall be no discrimination or harassment by the University or the CIR against any member of the negotiations unit because of race, creed, color, sex, religion, national origin, ancestry, marital status, civil union status, domestic partnership status, familial status, age, autism spectrum disorder, disability or atypical hereditary cellular or blood trait, genetic information, refusal to submit to a genetic test or make available the results of a genetic test, veteran status, affectional or sexual orientation, gender identity or expression, membership or non-membership in or activity on behalf of or in opposition to the CIR, or any legally protected status.

3. Grievances alleging a violation of discrimination on the basis of a protected classification identified in Section C paragraph 2 and/or a violation of the University policies referenced in Section C paragraph 1 shall be deemed an Article XIII grievance and shall be held in abeyance for three months if the University or the grievant requests the Office of Employment Equity (OEE) to investigate the allegation(s) and/or if OEE initiates an investigation. Upon the completion of the three month period, the grievance shall proceed under Article XIII. Should the grievant refuse to participate in any ensuing OEE investigation, the related allegation(s) in the grievance will be precluded from being processed and will be deemed denied.

D. 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.

E. Labor/Management Meetings

A Labor/Management Meeting is a meeting between the Union and appropriate representatives of the University to consider matters of general interest and concern relating to the wages, hours, or terms and conditions of employment of Housestaff Officers. Labor/Management meetings shall not be used to present formal grievances but may be used to discuss and resolve issues of concern that affect more than one House Staff Officer in order to avoid having to resort to the grievance procedure. Labor/Management meetings may be requested in writing by either party by sending a request including a statement of the issues to be discussed to the Office of University Labor Relations or the appropriate Dean for Graduate Medical Education, or the CIR, whichever is applicable. These meetings shall take place at a mutually convenient time and place. Arrangements will be made by the Office of University Labor Relations and/or the CIR. A maximum of eight (8) Housestaff Officers, in addition to (2) two CIR staff representatives, may attend such meetings.

Rutgers University and CIR recognize that future changes in the healthcare industry may impact the hospitals and their residencies. The committee may be used to collaboratively address any issues resulting from these changes, as mutually agreed upon. Labor/Management meetings may be scheduled on a quarterly basis with follow-up on an as-needed and agreed upon basis.

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.

e. Residents who are required to complete a year of research by their residency program will be credited that year of research for purposes of determining their PGY salary level during their year of research and upon their return to the clinical residency program. Residents who voluntarily extend their period of required research beyond the required year of research will not be credited such years of voluntary research except as set forth below.

f. Residents who take a voluntary leave of absence from their residency program to perform a year or more of research at NJMS or RWJMS during which time they continue to be assigned clinical duties will be credited such

year(s) of research for purposes of determining their PGY salary level during their year(s) of research and upon their return to the clinical residency program.

g. Residents who take a voluntary leave of absence from their residency program for a year or more either to perform research at an outside entity or to perform solely research at NJMS or RWJMS (i.e., without any assigned clinical duties) will not be credited such year(s) of research for purposes of determining their PGY salary level upon their return to the residency program, unless the applicable Dean of Graduate Medical Education ("Dean of GME") exercises his or her discretion prior to the resident's research year to grant the resident credit for such research year(s). The Dean of GME's decision on whether to grant the resident credit for such year(s) is final and binding (i.e., not subject to the grievance procedure). The Dean will only consider requests by Residents to receive PGY salary credit for years of research under this provision that are made prior to the resident committing to the research opportunity. Residents who wish to take a voluntary leave of absence under this paragraph immediately following a required year of research must submit their request to the Dean of GME prior to committing to the voluntary year of research for which credit is being requested (but need not submit their request prior to their required year of research). Nothing in this provision shall be interpreted as obligating the Dean to exercise his or her discretion to grant a Resident PGY salary level credit.

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 or designated institutional official.

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. Subject to the appropriation of and allocation to the University by the State of adequate funding for the specific purposes identified for the full period covered by this Agreement, the following economic provisions shall apply:

1. The basic salaries for house staff shall be:

	7/1/2022	7/1/2023	7/1/2024	7/1/2025
PGY1	$65,803	$68,271	$70,660	$73,133
PGY2	$68,422	$70,988	$73,473	$76,045
PGY3	$72,272	$74,982	$77,606	$80,322
PGY4	$76,493	$79,361	$82,139	$85,014
PGY5	$78,524	$81,469	$84,320	$87,271
PGY6	$80,548	$83,569	$86,494	$89,521
PGY7	$83,254	$86,376	$89,399	$92,528
PGY8	$84,883	$88,066	$91,148	$94,338
PGY9	$86,821	$90,077	$93,230	$96,493

The salary increases provided for in this Article shall only apply to Housestaff Officers who are on the University's payroll in a position represented by CIR on the date of ratification of this Agreement and who continue to be on the University's payroll and in a CIR position on the date of payment of the increase.[1]

[1] With respect to only Housestaff basic salaries effective July 1, 2022, the following will apply provided CIR ratifies this Agreement on or before June 23, 2023: (1) to be eligible for the July 1, 2022 increase, the Housestaff Officer must be on the University's payroll in a position represented by CIR on the date of ratification of this Agreement and continue to be on the University's payroll and in a CIR position on June 30, 2023; and (2) the applicable July 1, 2022 percentage increase (the percentage increase corresponding to the Housestaff Officer's PGY

2. Chief Resident/Chief Osteopathic Intern Annual Supplement

a. The annual supplement will be $3,400 for programs with nine or more Housestaff Officers and $2,700 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.

b. For all Chief Resident appointments commencing on or after July 1, 2021, Program Directors, in their discretion, may appoint two or more Chief Residents to share the equivalent responsibilities of one Chief Resident, in which case, each individual resident appointed to share the equivalent responsibilities of one Chief Resident shall be notified accordingly in writing and will receive a prorated portion of the applicable annual supplement set forth above, equivalent to the individual Chief Resident's shared portion of the responsibilities of one Chief Resident.

3. An Educational Allowance up to the following amounts will be paid to all bargaining unit members in each year of the program, with any unused funds rolling over:

$1,300[2] per year

Housestaff Officers shall be reimbursed within 45 calendar days 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 Associate Dean of GME before purchasing books. Any disputes will be handled by the Associate Dean of GME. If the Housestaff Officer does not receive reimbursement within 45 calendar days from the date of his/her complete submission of receipts for expenses, the Housestaff Officer shall notify the Associate Dean of GME at the appropriate school.

Educational expenses include, but are not limited to, medical textbooks, subscriptions to online medical databases (such as Up to Date), educational software, medical society membership fees, payment towards USMLE Step III or COMLEX or Medical Board exams, tablets, laptops, elective conference costs (including tuition, travel, lodging and registration fees), or any other educational materials approved at the discretion of the DIO, Program Director or Associate Dean of GME.

4. All incoming housestaff (new to payroll) will be paid a one-time sum of $1,300[3] for attending the University's orientation program including the CIR presentation.

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

B. The Fiscal Emergency language (including the "Subject to" language in Section A above) shall remain unchanged in this Agreement and shall not be invoked with regard to any of the economic provisions of this Article provided for in Fiscal Years 2023, 2024 and 2025.

In the event the University intends to withhold any of the economic provisions of this Article by invoking the "subject to" language in the prefatory paragraph of this Article, it is agreed that the invocation of the "subject to" language will be based on a determination by the University that there exists a fiscal emergency.[4] If the University invokes the

level during FY 2023) will be paid to eligible Housestaff Officers by converting such increase to a lump sum amount and adding such amount to the last paycheck (the July 7, 2023 pay cycle) of each eligible Housestaff Officer. If CIR ratifies this Agreement after June 23, 2023, this footnote shall not apply to increases for fiscal year 2022-2023 for all Housestaff. In such case, Housestaff separating on June 30, 2023 shall not be paid an increase for fiscal year 2022-2023.

[2] For fiscal year 2022-2023, the educational allowance provided for in this Article shall only apply to Housestaff Officers who are on the University's payroll in a position represented by CIR on the date of ratification of this Agreement and who continue to be on the University's payroll and in a CIR position July 1, 2023.

[3] The $1,300 orientation pay provided for in this Article shall be effective July 1, 2023. For fiscal year 2022-2023, the orientation pay provided for in this Article shall be $600.

[4] The determination of whether a fiscal emergency exists shall not be limited to whether there is a reduction in State appropriations/funding.

prefatory “subject to” language following the determination of a fiscal emergency, the University agrees as follows:

1. The University shall provide the CIR with written notice of at least twenty-one (21) calendar days. The Notice shall contain a detailed explanation for the determination by the University that a fiscal emergency exists and shall specify the action the University intends to take to address the fiscal emergency at the conclusion of the twenty-one (21) calendar day notice period.

If due to a reduction in State funding/appropriations to the University for the next fiscal year, the University determines that a fiscal emergency exists and if based on the date the University learns of the reduction it is not possible to provide the full twenty-one (21) calendar days notice, the University shall provide the maximum notice possible. If the University provides fewer than twenty-one days notice, upon request of the CIR negotiations pursuant to paragraph 3 below shall commence within 72 hours; however, the University shall be permitted to delay the implementation of salary increases during the shortened period of negotiations.

2. Along with the Notice provided to the CIR pursuant to paragraph 1 above, the University shall provide the latest available statements/financial documents, as follows:

- The financial information upon which the University relies as the basis for its claim that a fiscal emergency exists;
- The audited financial statements for the prior fiscal year;
- Quarterly Statement of Net Position (Balance Sheet) for the current fiscal year;
- Current projection of the Income Statement for the Unrestricted Educational and General Operating Funds (Operating Budget) for the current fiscal year;
- Quarterly Statement of Cash Flows (Statement of Cash Flows);
- Unaudited End of Year financial statements for the statements listed above;
- University budget request submitted to the Department of Treasury for past, current and upcoming fiscal years; and
- The University’s Unrestricted Operating Budget for the current fiscal year and budget for the upcoming fiscal year.

The CIR may request, in writing, additional financial information. Disputes over the provision of information shall be decided by the designated arbitrator on an expedited basis.

3. During the notice period, upon written request by the CIR, the University shall commence negotiations over measures to address the fiscal emergency. The University is not obligated to negotiate to impasse in order to withhold any of the economic provisions of this Article. At any point during the notice period the CIR may file a grievance pursuant to paragraph 5 below.

4. The CIR agrees that during the notice and negotiation period it will not initiate any legal action, in any forum, to challenge the University’s intended action other than as specified in paragraph 3 above.

5. If the parties have not agreed upon measures to address the fiscal emergency, the CIR may file a grievance under Article XIII of the Agreement. The grievance shall proceed directly to arbitration under Article XIII.D. Step 2. Such arbitration shall be concluded within ninety (90) days of implementation of the University’s decision to withhold any of the economic provisions outlined above in this Article.

The arbitrator shall determine whether a fiscal emergency existed (exists) at the University based on the evidence presented. The arbitrator shall not have the authority to reallocate University funds

The parties designate Arbitrator Bonnie Weinstock to hear disputes that arise under Section B. of Article V. The parties designate Arbitrator Joseph Licata as an alternate to hear such disputes. If neither arbitrator is available to hear the dispute consistent with the provisions of this Article, the parties shall mutually agree upon another arbitrator.

ARTICLE VI

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 June 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 June 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 June 1 submission date. Once the vacation schedule is established, it will normally be available to the employee except where an emergency mandates rescheduling.

4. One week of scheduled vacation is defined as seven (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.

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

6. 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 an HSO is unable to work due to illness or personal injury, illness or injury to a child, or for a scheduled doctor appointment. In addition, HSOs can designate up to five (5) days of accrued sick time for the purposes listed in the NJ Earned Sick Leave Law (ESLL).

2. The HSO must notify his/her Program Director or designee, of his/her inability to work.
   A doctor's note shall not be required for absences fewer than three (3) consecutive days.

3. Approval for use of this time shall not be unreasonably denied by the Program Director.

4. Each department is responsible for maintaining a record of usage of sick leave for each year.

5. Bargaining unit members are responsible for making up any unworked time after the end of the academic year as determined by accreditation or Board standards. Such additional work time, if needed after the end of the academic year, shall be paid up to four months. 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. Such unworked time shall include sick time if deemed necessary by the Dean of GME in their sole discretion after considering appropriate specialty board graduation requirements. Such additional time, if needed, shall be communicated by the Dean of GME or the Program Director to individual HSOs in writing and shall include the number of days needed and may include a plan to ensure compliance with requirements before the end of residency. The Dean of GME or the program director will make reasonable efforts to minimize extending residency training and consider allowing additional leave time in excess of standard board requirements when deemed appropriate.

6. The HSO has the right to request a meeting to discuss modifications to the written notice of additional work time under paragraph A(5) above. The Dean of GME has sole discretion to approve or deny any request concerning time needed to complete any requirements and such decision is not subject to the grievance procedure.

C. Medical, Family, Caregiver and Parental Leave

1. On the first day of employment in a negotiations unit position and before the HSO completes a year of employment in such position, each HSO is eligible for up to six (6) weeks of approved leave of absence as a medical, parental or caregiver leave of absence for qualifying reasons that are consistent with applicable NJ state laws. After six (6) months of employment in a negotiations unit position, each HSO is eligible for up to twelve (12) weeks of medical leave. After one year of service, HSOs are eligible for up to twelve (12) weeks of family leave upon the birth or adoption of a child or to take care of a seriously ill family member in accordance with FMLA, New Jersey Paid Family Leave, and New Jersey State Law. An HSO must use accrued sick leave, vacation days and personal days concurrently with any medical, parental, caregiver or family leave taken pursuant to this section and to the extent permitted by law.

2. The first six weeks of medical, parental or caregiver leave taken by an HSO pursuant to paragraph C.1 while employed in a program (including programs that are not ACGME accredited) shall be paid, meaning that if there is any portion of such leave that is not covered by the HSO's accrued sick leave, vacation days and personal days, then such time shall nonetheless be paid at the HSO's full salary rate. This six (6) weeks of paid medical, parental or caregiver leave is a one-time allotment which shall be available only once during the HSO's entire time of employment in a program.

3. For leaves pursuant to paragraph C.1, Appropriate documentation of leave must be provided to OneSource. Upon submission and review of appropriate medical documentation, such leave shall be approved.

4. The University must provide all HSOs with accurate information regarding the impact of an extended leave of absence upon the criteria for satisfactory completion of the program and upon an HSO's eligibility to participate in examinations by the relevant certifying board(s). HSOs are responsible for making up any unworked time after the end of the academic year as determined by accreditation or Board standards. Such additional work time, if needed after the end of the academic year, shall be paid up to four months. 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. Such additional time, if needed, shall be communicated by the Dean of GME or the Program Director to individual HSOs in writing and shall include the number of days needed and may include a plan to ensure compliance with requirements before the end of residency. The Dean of GME or the program director will make reasonable efforts to minimize extending residency training and consider potentially allowing additional leave time in excess of standard board requirements when deemed appropriate.

5. The HSO has the right to request a meeting to discuss modifications to the written notice of additional work time under paragraph (4) above. The Dean of GME has sole discretion to approve or deny any request. concerning time needed to complete any requirements and such decision is not subject to the grievance procedure.

6. During the six (6) weeks of paid leave taken pursuant to paragraph C.1 and C.2, above, the HSO may reserve up to one week of paid time off, which may be used by the HSO during the term of the appointment year in which the first six weeks of paid parental, caregiver or medical leave is taken. The amount of paid time off the HSO may reserve for use following the leave taken pursuant to paragraph C.1 and C.2 above, will be reduced by the amount of paid time off, if any, taken by the HSO prior to taking leave pursuant to paragraphs

C.1 and C.2 above, such that if the HSO used one week (i.e., seven consecutive days or five non-consecutive days) or more of PTO prior to taking leave pursuant to paragraphs C.1 and C.2, above, the HSO will not be permitted to take additional paid time off following the HSO's return from such leave.

7. This one week of paid time off the HSO may reserve pursuant to paragraph C.6 is defined as seven (7) consecutive twenty-four (24) hour days off during which there is no assignment of work. If less than one week of paid time off is requested, each day requested shall be one-fifth (1/5) of a week of paid time off. Any unused vacation leave and personal days remaining during the appointment year in which the first six weeks of paid parental, caregiver or medical leave is taken shall not carry over into subsequent years of the HSO's employment.

8. During an approved medical, parental, caregiver or family leave under this section, health and disability insurance benefits for the HSOs enrolled in the State Health Benefits Plan, including any eligible dependents enrolled in such plan, shall continue in accordance with applicable law.

9. Approved medical, parental, caregiver and family leaves under section C.1 shall run concurrently with the HSO's entitlement to a statutory leave under FMLA, NJFLA, the New Jersey SAFE Act, and/or New Jersey State Law.

10. One week of medical, parental, caregiver or family leave 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 medical, parental, caregiver or family leave is requested, each day requested shall be one-fifth (1/5) of a medical or family leave week.

D. Bereavement Leave

A Housestaff Officer who is absent from work due to a death in the immediate family (i.e., parent, spouse, domestic partner, partner in a civil union stepparent, child, stepchild, ward, foster child, child of domestic partner, child of partner in a civil union, foster parent, step sibling, sibling, grandparent, great grandparent, grandchild, parent-in-law, child-in-law, or any relative of the employee residing in the employee's household, may utilize accrued PTO for up to three (3) days of absence for bereavement leave. All bereavement leave must be utilized within one hundred twenty (120) calendar days from the date of death, but requests for an extension to utilize bereavement leave due to a public health emergency that delays funeral or memorial observance, or for religious, cultural or travel reasons shall not be unreasonably denied. The Program Director or designee may require verification.

If notification of the date of death exceeds the date of death by more than seven (7) calendar days, a department may require verification of notification. In the event the funeral of a member of the immediate family is held at a distant location and the employee will attend, an exception to the above may be requested by the employee to utilize any available PTO for up to five (5) days of absence for bereavement leave. "Distant location" means a place to which travel for the better part of a day would be necessary. All bereavement leave must be utilized within one hundred twenty (120) calendar days from the date of death, but requests for extension due to religious, cultural or travel reasons shall not be unreasonably denied. The designated institutional official or designee may require verification.

Additional use of available PTO for bereavement leave may be granted as may be necessary upon request to and in the sole discretion of the designated institutional official or designee. If an employee requests to use available PTO to extend the bereavement leave, it will not be unreasonably denied.

E. Leave for Licensing Examination or Board Certification Exam

Housestaff Officers will be permitted to take up to three (3) days paid leave for his/her initial attempt at a licensing examination or board certification exam. This shall not be charged against vacation time.

F. Holidays

1. a. All Housestaff Officers, wherever assigned, shall be entitled to the holidays listed in Section 1.b. below. The University shall exercise its best efforts to ensure that Housestaff Officers on rotation to an affiliate facility are granted University holidays on the day they occur.

   b. University holidays are: New Year's Day, Martin Luther King's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day.

c. For purposes of Article VI.G, a holiday is defined as the 24-hour period beginning 12AM on the day of the holiday and ending at 11:59 PM. A Housestaff Officer shall not receive more than one alternate day off or one additional day's pay for any consecutive 24-hour period worked.

2. Housestaff Officers who work at least four hours (including beeper calls) on a scheduled holiday shall be granted an alternate day off. Scheduling of alternate days off shall be by mutual agreement between the Housestaff Officer and Program Director or designee.

3. When a Housestaff Officer works on a scheduled holiday, the Housestaff Officer must submit the request for an alternate day off (using the method designated by the University attached as Appendix A to this Agreement) within ten (10) business days of the holiday worked.

   (a) If the request is not returned within ten (10) business days, the scheduling of the alternate day off shall be at the discretion of the Program Director or designee.
      i. The Housestaff officer may choose to decline the alternate day off scheduled by the Program Director and defer the alternate day off.
   (b) If the Program Director or Designee does not respond to the request for an alternate day off within ten (10) business days from the submission of such request, the Housestaff Officer shall be granted an additional day's pay in lieu of the alternate day off. Pay in lieu of a holiday shall be at the rate of one tenth (1/10) of biweekly pay.
   (c) Requests for a particular alternate day off shall not be unreasonably denied.
   (d) Emergency Medicine residents shall also be granted an alternate day off when they work a holiday. Scheduled days shall not be counted as the alternate day.

4. In the event that an alternate day off cannot be scheduled within the same academic year, an additional day's pay shall be granted if requested by the Housestaff Officer by the end of the academic year. If pay is not requested, the alternate day off shall be carried forward into the next academic year. Pay shall not be granted in lieu of days that are carried forward. Scheduling of deferred alternate days off shall be by mutual agreement between the Housestaff Officer and Program Director or designee and follow the process outlined above. If agreement cannot be reached, the matter shall be referred to the Associate Dean for Graduate Medical Education, whose decision as to when the deferred alternate day will be scheduled shall be final and not subject to the grievance procedure.

G. Personal Days

Housestaff Officers shall receive four (4) personal days. As per the approved request form attached as Appendix B to this Agreement or online platform used by the University for such requests setting forth the same information as such form, a Housestaff Officer shall submit his/her written request for a personal day at least seven (7) calendar days in advance. Such requests shall not be reasonably denied. If agreement cannot be reached, the matter shall be referred to the Associate Dean for Graduate Medical Education, whose decision as to when the personal day will be scheduled shall be final and not subject to the grievance procedure.

H. Reasonable Accommodations

A Housestaff Officer who seeks a reasonable disability, pregnancy or religious accommodation under applicable state or federal law, such as the American with Disabilities Act (ADA) and/or the New Jersey Law Against Discrimination (NJLAD), shall submit such request to the Rutgers Office of Employment Equity via OneSource and participate in the interactive process with respect to such request. Responses to requests for accommodations shall be in writing and, if denied, include the reason for the denial.

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.

C. The University will make a good faith effort to maintain 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-AOA 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 e-mailed to the affected Housestaff Officers. Claims by Housestaff Officers that they were not notified shall not be subject to grievance/arbitration proceedings.

The University will notify each Housestaff Officer affected and CIR

1. as soon as reasonably possible of a decision to discontinue any training program for any reason;
2. as soon as reasonably possible upon receipt from the ACGME or AOA of any notification regarding non-accreditation or probation or similar change in the professional status of any training program;
3. Once the University has received official notification of decisions to merge, close or change the number of beds at the affiliate hospitals, which have a material impact on any training program.

In the event of a termination, transfer, or reduction in size of a residency program, the University will make a good faith effort to place affected Housestaff Officers in another Rutgers program or other accredited residency programs outside the University by placing a notice on Listserve of HSO(s) availability. At the time the University informs residents of a termination, transfer, or reduction of a residency program, the University shall provide a list of resources including contact names, addresses and phone numbers which may be helpful in HSOs' search for placement.

ARTICLE VIII

WORK SCHEDULES

A. The University will adhere to the ACGME guidelines on resident duty hours in effect on July 1, 2011 unless changes to ACGME standards require the University to adhere to different guidelines on resident duty hours, or until state and /or federal law supersede it. In addition, the following shall remain in effect:

B. The number of on-call assignments shall comply with ACGME standards.

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 extra on-call duty as defined in this contract with the formula below:

For each Housestaff Officer during a contract year:

1st additional on-call duty: $200
2nd additional on-call duty: $300
3rd additional on-call duty: $350
4th and subsequent on-call duty: $400

Housestaff Officers will receive pay for extra on-call duty in accordance with the above formula in the following situations:

1. When a Housestaff Officer is assigned additional on-call duty after the initial publication of the on-call schedules;

2. When a Housestaff Officer is assigned to cover beeper call for someone on the beeper call schedule and works in the hospital during that call.

3. When a Housestaff Officer works extra call in addition to the published call schedule as a result of being called in from the on-call coverage pool/back-up or “jeopardy” call schedule as a result of a colleague calling out.

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 chief resident, Program Director or designee, is notified. This individual would be responsible for coordinating coverage of the absent Housestaff Officer’s duties with appropriate House staff.

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 those task(s) that are related to urgent patient care and shall notify the Dean of GME and the Union of such assignment. The decision made by the Dean of GME shall be final and binding.

I. The parties recognize that Residents have professional responsibilities for the care and treatment of patients. Residents in both Inpatient and Outpatient Services shall be assigned functions in compliance with ACGME requirements.

J. No House staff shall be assigned to clinic following overnight in-hospital call or night float.

K. 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.

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

M. House staff shall receive their schedules at least one (1) week prior to the beginning of a rotation.

N. The one continuous 24-hour period free from all clinical, educational and administrative activities shall begin when a Housestaff Officers has completed his/her duties.

ARTICLE IX

A. HEALTH BENEFITS

1. The parties acknowledge that pursuant to N.J.S.A 52:14-17.25 et seq., employees of the University are deemed to be employees of the State for purposes of health benefits and that health benefits are provided to eligible employees as set forth in applicable statutes and regulations. During the term of this Agreement, unless modified subsequently by Agreement of the CIR and the University, employee contributions to the cost of health and prescription benefits shall continue to be in accordance with the full implementation schedule set forth in PL 2011, c. 78 and which percentages were in effect on June 30, 2018. The parties agree that immediately following the ratification of this Agreement by the membership of the CIR, the parties will reopen negotiations over health insurance benefits. It is understood by the parties that any modifications, proposed by the parties, to the design of health plans available to CIR unit members must be approved and adopted by the State Health Benefits Program Plan Design Committee before they can become effective.

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.

B. 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.

C. 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.

D. Beepers

House staff on the New Brunswick campus will be provided with long range beepers.

ARTICLE X

MEALS

A. A University operated or other facilities where Housestaff Officers are assigned, a meal allotment shall be provided to Housestaff Officers who:

(i) Are scheduled for and work an <u>assigned</u> overnight shift of six hours or more,
(ii) Scheduled for and work an assigned shift of more than twelve hours, <u>or,</u>

(iii) Work more than twelve hours to meet hospital or patient needs, despite having been scheduled for a shift of twelve hours or less and as certified by the attending physician, or,
(iv) Are specifically scheduled for and work a shift of eight hours or more in the emergency room.

For allotments outlined in (iii) above, requests for approval may be submitted electronically, such as by email request, by housestaff. The attending physician shall review such request and either (1) approve the request electronically along with a brief explanation as to why the resident was required to stay and citing one of the reasons set forth above in sections A(i) – (iv); or (2) deny the request. electronically along with a brief explanation for the denial. The attending physician or program director must respond to such requests within five calendar days of receiving the request. No request will be deemed approved until the attending physician or program director responds and provides the required explanation and reason specified in this article.

The allotment of script or cafeteria credit shall be equal to the number of qualifying shifts that the Housestaff Officer is assigned during that month, multiplied by amount set forth in Section B.

A meal allotment is only for the reasonable and personal use for food and beverage of the Housestaff Officer to whom it is issued.

B. The credit amount per qualifying shift on-call assignment shall be $25.

C. The specific method of implementation may vary from hospital to hospital. Variation in the method of implementation at a particular affiliate site from the process set forth in Section A above shall not be considered a violation of this Article where:

(i) The Housestaff Officer receives a total meal allotment benefit at that site that is greater than or equal to the meal allotment benefit to which the Housestaff Officer otherwise would be entitled under this Article, or,
(ii) The Housestaff Officer has a meal allotment balance available to him or her on all qualifying shifts at that site, or,
(iii) The Housestaff Officer is provided a meal for all qualifying shifts at that site.

D. Meal allotments shall roll over from month to month at Robert Wood Johnson University Hospital and University Hospital, but any remaining amount shall be forfeited at the end of the academic year.

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 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.

The University shall have at least one mandatory meeting each year with the incoming 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 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 of Article II, Discrimination, or Article VII, Individual Contracts.

B. Informal Resolution of Problems

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 discuss a problem with his/her Program Director or designated institutional official, who may, if the circumstances warrant, arrange an informal meeting between the appropriate administrator and the Housestaff Officer. The grievant may, at his or her option, request the presence of a CIR representative during the attempts at informal resolution of grievances.

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 agreements reached through informal resolution shall be reduced to writing and shall not be precedential, but shall be binding for the current matter only. Informal resolution may take place at any time during the process outlined below. Informal resolution does not modify or alter the terms of this Agreement.

C. 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.

D. Grievance Process

Step One

If the grievance is not informally resolved, a grievance must be filed by CIR in writing with the Office of University Labor Relations within twenty-eight (28) calendar days after the date on which the act, which is the subject of the grievance, occurred, or twenty-eight (28) calendar days from the date on which the individual Housestaff Officer should reasonably have known of its occurrence. The grievance shall contain a statement of the facts surrounding the grievance; shall specify the provision or provisions of this Agreement and/or Rutgers Policy which are alleged to have been violated, misapplied, or misinterpreted; who is alleged to have committed the violation; when and where the violation occurred; and the relief sought, and must be signed by the unit member(s) filing the grievance or by a CIR representative, specifying the department/program.

The Chancellor of Rutgers Biomedical and Health Sciences (RBHS) or his/her designee may conduct such investigation as he or she may require in order to render a written response, including meeting(s) with the grievant and other individuals who are determined by the Chancellor of RBHS or his/her designee or the CIR to be concerned in or to have knowledge of the matter. At the request of the grievant or his or her CIR representative on behalf of the grievant, the grievant shall have the opportunity to meet with the Chancellor of RBHS or his/her designee,

provided a request for such a meeting is made with the grievance filing. Individuals other than the grievant and/or his or her CIR representative will not be present at this meeting. The meeting, whether requested by the grievant or by the Chancellor of RBHS or his/her designee, shall be scheduled within 14 calendar days of the request.

Should the grievant fail, without valid reason, or refuse to meet with the Chancellor of RBHS or his/her designee when such a meeting has been requested by either the grievant or by the Chancellor of RBHS or his/her designee, the CIR shall not be permitted to invoke Step Two of the grievance procedure and the decision of the Chancellor of RBHS or his/her designee at Step One shall be final.

The grievant may be represented by up to two representatives approved by the CIR (members of the bargaining unit designated by CIR or CIR staff) at the meeting conducted pursuant to Step One of the grievance procedure. The University shall have the right to assume that any representative who appears with the grievant is approved by the CIR.

Within 21 calendar days after the conclusion of the meeting, the Chancellor of RBHS or his/her designee shall render a written response. If a meeting is not requested by the grievant or by the Chancellor of RBHS or his/her designee, the Chancellor of RBHS or his/her designee shall render a written response within 35 calendar days of the filing of the grievance. The decision of the Chancellor of RBHS or his/her designee shall be final and binding on all parties, except as set forth below in Step Two.

The Chancellor of RBHS or his/her designee shall simultaneously submit his/her written response to the grievant and to the CIR.

Step Two - Arbitration

If the grievance involves a contractual violation of the Agreement as defined in C.1 above, the CIR may, upon written notification to the Office of University Labor Relations with a copy to the Chancellor of RBHS, appeal the Step One 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 One decision or, at the option of CIR, if a Step One decision is not rendered in accordance with the time limits set forth above, within twenty-one (21) calendar days from the date the Step One decision was due. 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 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. The fees associated with the arbitrator's services shall be divided equally between the parties.

E. Procedural Rules

1. A grievance must be filed at Step One within twenty-eight (28) calendar days from the date on which the act which is the subject of the grievance occurred or twenty- eight (28) calendar days from the date on which the individual Housestaff Officer should reasonably have known of its occurrence.

2. The timeliness of a grievance submitted shall be determined by the date on which the original written grievance statement is received by the Office of University Labor Relations. Time limits provided for in this Article may be extended by written mutual agreement of the parties.

3. No reprisal of any kind shall be taken against any Housestaff Officer who participates in this grievance procedure.

4. 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 CIR representative(s) and one of the grievants designated by the CIR. A group grievance may be initiated by the CIR.

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

5. If 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, Housestaff or medical faculty). Notice of such reassignment shall be contained in the University's written notice of intended disciplinary action. Where a Housestaff Officer has been removed from service, the University may concurrently remove the Housestaff Officer from its payroll.

D. If it is later discovered that the Housestaff Officer was wrongfully removed from service, the Housestaff Officer shall be reinstated with full backpay. In addition, if the Housestaff Officer, as a result of the wrongful removal from service, is required to work beyond the end of the residency year to complete his 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 One 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 One decision by the Chancellor of Rutgers Biomedical and Health Sciences 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 One decision.

G. Arbitration decisions in disciplinary actions shall be made in accordance with Article XIII, Step Two. 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 appropriate Dean of GME. However, it is understood that a clinical reassignment with pay may be imposed prior to the review and approval of the appropriate Dean of GME only in cases where serious medical misconduct is alleged and the employee's continued presence is deemed to jeopardize patient care or the safety of the Housestaff Officer or others. The University 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 appropriate 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 University 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 appropriate Dean of GME 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. 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 30 days in advance. Such notice may be given in writing. 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.

4. The fees and expenses of the arbitrator shall be borne equally by the parties.

5. 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.

6. 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 6 above, prior to the arbitration and shall be empowered to rule on document requests prior to arbitration.

7. 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.

8. The Arbitrator shall decide whether reassignment during the University's internal procedures is warranted or whether the Housestaff Officer shall be returned to full or partial duties during due process proceedings.

9. 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

The University shall provide the following information for negotiations unit employees to CIR via the Union Library in Excel or similar file format, if the information is on file with the University: (1) name; (2) job title; (3) worksite location; (4) home address; (5) work, home, and personal cellular telephone numbers; (6) date of hire; and (7) work and personal e-mail addresses.

B. Membership Packets

The Union may provide 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. It is the responsibility of the union to orient incoming HSO to their rights and responsibilities with regard to CIR, therefore, both parties agree, the CIR representative shall be scheduled to meet with new employees during their orientation period for a period of time no less than 45 minutes, at a time when they are not involved in training to explain the Union's responsibilities. Such meeting shall take place within 30 calendar days from the date of hire. This orientation to CIR may also be facilitated by tabling in high traffic areas of the university property and introductory e-mails to HSO, sent by CIR. The Union shall be allowed to schedule meetings with any groups of new employees who do not participate in the University's orientation. Such meetings shall not interfere with or interrupt normal University operations.

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 University Labor Relations for determination.

4. Postings on bulletin boards not provided by the University for the exclusive use of the Union pursuant to paragraphs 1-3 above shall conform to University policies and procedures that apply to the posting of notices on all other University bulletin boards.

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 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 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 CIR to members of the bargaining unit.

F. Access to Premises

1. The CIR representatives shall be admitted to University facilities to meet with Housestaff Officers on Union Business, provided the CIR representatives follow regular University procedures and do not interfere with or interrupt normal University operations.

2. Requests for such visitation rights shall be directed reasonably in advance to the University's Office of University 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. Representatives of the Union may use University buildings or rooms therein for meetings to transact

official business provided permission has been granted by the appropriate department or officer of the University, following university procedures and fee structures.

4. Consistent with current practice, CIR shall have the right to use the University's email system to communicate with its negotiations unit members regarding collective negotiations, the administration of collective negotiations agreement, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. CIR agrees that it will comply with all policies and guidelines of the University Office of Information and Technology when using the University's email system.

ARTICLE XVI

OUTSIDE EMPLOYMENT

Outside employment is permitted if it does not impinge on or interfere with the Resident's performance of their required duties at the Hospital and provided that it is in conformance with all applicable legislative and ACGME requirements.

If a Housestaff Officer's request for outside employment is not approved, the GME office or Department shall notify the Housestaff Officer in writing with the reason(s) for the rejection, within thirty (30) days of receiving the request.

For the term of this Agreement, changes to the University's outside employment policy, University's Outside Employment Policy 60.9.21, involving mandatorily negotiable terms and conditions of employment shall be presented to CIR and negotiated upon the request of CIR as may be required pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., as amended.

ARTICLE XVII

ACCESS TO PERSONNEL FILES

An employee who makes a written request to the Department Chairperson to examine his/her personnel files 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. 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 documents in his/her personnel file. Such response will be included in his/her permanent personnel file and will be attached and retained with the document in question.

ARTICLE XVIII

ON-CALL ROOMS AND LOCKERS

A. The University will make reasonable efforts to ensure that on-call rooms are provided and maintained in accordance with ACGME requirements. 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 the University becomes aware that on-call rooms are being repaired or facility constructions renders them uninhabitable, the University will request that the hospital provide comparable alternate rooms.

B. In University owned and operated clinical facilities, the University, upon request, will make reasonable efforts to provide each Housestaff Officer with access to a secured locker for their personal belongings while they are on rotation. The University shall strongly encourage the other institutions which the Housestaff rotate through and provide clinical services, to supply a secured locker to each Housestaff Officer while on rotation.

C. The University will make reasonable efforts to work with the hospitals to identify lactation rooms within the hospitals. In addition, the University will identify lactation rooms within appropriate Rutgers university buildings.

D. For purposes of this Article, "reasonable efforts" shall include but not be limited to regular written communications from the University to the appropriate hospital representative(s) or decision-maker(s) requesting that the hospital comply with the relevant contractual or accreditation standard until compliance has been achieved.

ARTICLE XIX

PARKING

Effective July 1, 2018, the annual parking fee will be calculated as follows:

For salaries from $50,000-$59,999, the rate shall be .002 of the employee's annual salary;

For salaries from $60,000-$69,999, the rate shall be .0022 of the employee's annual salary

For salaries from $70,000-$79,999, the rate shall be .0024 of the employee's annual salary.

For salaries from $80,000-$89,999, the rate shall be .0026 of the employee's annual salary.

The University will provide reimbursement to Housestaff Officers for travel and business expenses in accordance with University policies, including, but not limited to, University Policy 40.4.1, Travel and Business Expense Policy, as amended.

ARTICLE XX

SAFETY

Joint Union Health and Safety MOA

In recognition of the fact that each collective negotiations unit has somewhat different health and safety language, this proposal outlines certain foundational principles that should be incorporated in each health and safety article and shall be applicable only to the signatories of this agreement set forth below.

The following principles should be part of each contract:

1. A General Statement

   Rutgers and the Unions agree to the importance of a safe and healthy work environment and to strategically work together to improve health and safety. The University shall act in compliance with NJSA 34:6A-33 and shall furnish to each of their employees with employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death, serious injury or physical harm to their employees.

2. Response to Health and Safety Issues

   a. Employees shall report health and safety complaints to a chair, program director or dean and to the Rutgers Environmental Health and Safety (REHS). It shall be the responsibility of the department, program, or school leadership in conjunction with REHS to immediately take steps to investigate any employee complaint.

   b. The University shall use best efforts to make an initial determination of whether the conditions forming the basis for the complaint pose a danger to the health and safety of unit members within 48 hours from the filing of the complaint. If conditions pose an imminent danger to the health and safety of employees, the University

shall take immediate steps to provide employees with a healthy and safe work environment. Those steps may include relocations to another university building or facility, remote work, early dismissal, or any other practical remedy. The University's initial determination shall be provided to the affected department(s), the employee(s) filing the complaint, and the Union(s) representing the employee(s), and shall include a description of the steps to be taken to remediate the unsafe or unhealthy condition.

c. If the Union or the employee disagrees with the determination of REHS, a grievance may be filed directly with OULR. CRU union collective negotiations agreements will provide for the expedited arbitration of health and safety grievances. For an imminent danger, an employee may request to be relocated while awaiting a finding by REHS, another unit of the University, PEOSH or an arbitrator appointed in accordance with the applicable collective negotiations agreement. The University will, if feasible, accommodate such a request and relocate the employee to a different university building or permit the employee to work remotely, if the employee's duties can be performed remotely.

3. Right to Information, including Access by Union Retained Health and Safety Expert

a. Health and safety information requested by a Union shall be provided as soon as possible, but in no event later than seven business days from receipt of the request by the appropriate University office provided the requested information is available.

b. At its own expense, a Union shall have the right to retain an expert. The Union may request that their expert enter the premises of the University to conduct an inspection of a condition alleged to be unsafe or unhealthy. Such a request shall not be unreasonably denied. The expert must be appropriately credentialed and/or licensed to conduct an inspection of a condition alleged to be unsafe or unhealthy. The Union shall give REHS and RUPD as much advance notice as possible, but in no event less than 24 hours' notice, that an expert will be conducting a health and safety inspection on University premises.

The inspection by the expert and any testing conducted by the expert shall not interfere with the operation of the University. The expert must act in conformity with all applicable University rules, regulations, and policies regarding access to facilities. If sampling is to be conducted, the expert must submit a sampling plan and conduct sampling in accordance with recognized industrial hygiene- practices and established methods. Access to mechanical equipment and spaces will be authorized, coordinated, and provided by the appropriate University department(s) in coordination with the Union's expert. No destructive testing is permitted without prior approval.

The expert and their company must provide their credentials and a certificate of insurance in compliance with the standards of same as set for by Procurement Services and the Office of Risk Management to the Office of Rutgers Environmental Health and Safety before entering any university premises. Any laboratories or third-party entities contracted by the expert must also provide the appropriate licenses, certifications, accreditations, and certificate of insurance as required of the expert.

c. In cases of complaints filed with University Facilities regarding temperatures below or above the indoor work environment range recommended by PEOSHA - 68 degrees to 79 degrees - the University shall initiate corrective action. If the University is unable to provide a workplace within the temperature range recommended by PEOSHA, at the discretion of the employees' department head or designee, employees may be pe1mitted to work from an alternate University location or work remotely. However, if a detennination is made that the workplace temperature is unsafe or unhealthy, the University will immediately initiate remedial action, including relocating employees or permitting remote work.

4. A Joint Health and Safety Committee

a. A Joint Health and Safety Committee consisting of one representative from each union shall meet at least quarterly with the Chief Operating Officer of the University or their designee and other University representatives authorized to address the agenda topics. So that the meeting shall be productive and appropriate personnel can be present, an agenda of topics to be discussed shall be submitted to the office of the Chief Operating Officer of the University at least five (5) business days in advance of the meeting date.

The agenda shall minimally include discussion and status updates involving previously-made complaints that are unresolved.

b. Meetings may be called by the CRU outside of the regular quarterly meeting, with the consent of the University, to address specific agenda topics provided in advance.

5. Violence Prevention, including safe and secure parking facilities

a. The University shall establish committees as required by the Violence Prevention in Healthcare Facilities Act for its facility(s) which are expressly covered under the Act and its implementing regulations (N.J.S.A. 26:2H-5.17 et seq.; N.J.A.C. 8:43E-1 l.4).

b. The University, upon request, shall conduct safety walks to identify lighting deficiencies within parking facilities. Escorts may be requested, subject to availability of staff to accompany bargaining unit members to and from parking facilities when necessary to ensure their safety.

6. No Retaliation for Reporting Health and Safety Violations

Employees, who report health and safety concerns, will not be subject to retaliation, harassment, intimidation or discrimination.

The above provisions shall be incorporated in and adapted to each of the Union's collective negotiations agreements. The above language does not replace current language in the Unions' existing collective negotiations agreements, except where it may conflict with existing agreement language, then it will supersede said existing language.

ARTICLE XXI

CONFERENCE REIMBURSEMENT

All Housestaff Officers shall be entitled to reimbursement for certain expenses related to a presentation at a conference provided that the conference was accredited for Continuing Medical Education and the designated institutional official or his or her designee approved the resident's participation in the conference. The resident shall be reimbursed for the travel, materials (unless such materials can be provided by the University), registration fees, lodging and food for the day before, day of and day after the presentation.

Presentation for these purposes 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 paper or poster. Exceptions can be made with the approval of the appropriate Dean for GME or his/her designee.

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

If the Housestaff Officer does not receive reimbursement within 45 working days from the date of his/her complete submission of receipts for expenses, the Associate Dean of Finance at the appropriate school shall be notified.

The above shall not prevent a program from reimbursing for conference fees and expenses in addition to what is described above. 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 or NBDE.

B. The University will provide the initial certification and recertification at a facility to be designated by the University for BLS, ACLS, ATLS, PALS, NRP courses Housestaff Officer are required to take as part of their training, at no cost to the Housestaff Officer.

C. The Program will pay costs associated with required Rutgers or NJ Board of Medical Examiners background checks, such as fees for fingerprinting.

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, Computers and online resources:

The George F. Smith Library of the Health Sciences, the Robert Wood Johnson Medical School Library of the Health Sciences, and all on-call rooms, and house staff lounges in Rutgers owned facilities shall be equipped with computers with access to the internet, access to on-line library resources, hospital EMR and relevant systems. Working printers shall be available in same Housestaff lounges and the medical libraries mentioned above. Rutgers will exercise its best efforts to ensure that non-Rutgers owned facilities meet this standard.

Tuition Remission:

Housestaff Officers shall be eligible for employee and dependent tuition remission in accordance with the provisions of Rutgers' Policy 60.2.1.

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.

Housestaff Officers employed by the University shall continue to perform all medical and clinical services required by their respective residency programs. Immediately upon entering any agreement to sell, convey, assign or transfer ownership, operation or management of the University's residency programs, the University shall notify CIR representatives via email of the agreement and provide documentation that their successor obligation has been satisfied.

CIR acknowledges and agrees that the University retains the managerial right to determine appropriate levels of

Housestaff Officer staffing and retains the right to reduce (or increase) levels of staffing based on clinical needs and funding consistent with any applicable provisions of this Agreement.

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 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

POSTING OF AGREEMENT

The University agrees to post the instant agreement on its website after it is ratified and duly executed by the parties.

ARTICLE XXVIII

TERM OF AGREEMENT AND RENEWAL

This Agreement shall be effective upon ratification by the CIR membership, and shall be implemented as soon as possible after ratification. This Agreement will remain in effect through June 30, 2026.

IN WITNESS WHEREOF, the University and the Committee of Interns & Residents, have caused this Agreement to be signed by their duly authorized representatives as of July 1, 2022**.**

RUTGERS UNIVERSITY

Paula Mercado Hak

COMMITTEE OF
INTERNS & RESIDENTS

Sara Holden

Appendix A

Holiday Compensation Form

Date:
Resident Name:
Program:
Holiday Worked (include date):
Hospital Where Worked:

List at least three dates in order of preference for alternate day off; form must be submitted within ten days of holiday. May add additional requests as needed. Alternatively, a Housestaff officer may elect to defer the request the day and make a request at a later date and submit another request form.

Date Requested:	Program Director Decision (grant one):
1._____	Granted Declined
2._____	Granted Declined
3._____	Granted Declined
4._____	Granted Declined
5._____	Granted Declined

☐I am deferring my request to a later date

_____
Housestaff signature

If alternate day off deferred, please note below the outcome; this part must be completed prior to June 30th.

☐ Alternate Day Off Deferred to Next Academic Year* ☐ Pay granted in lieu of Alternate Day off

_____ _____
Housestaff signature PD/designee signature

Form must be submitted by the resident no more than ten business days from the holiday worked. Program director shall respond to the request within ten business days.
*If Alternate Day off deferred to following academic year, no pay can be granted for this day

-original to be kept in resident file; copy to resident and GME office

Appendix B

Personal Day Request Form

Housestaff Officers receive four (4) personal days per academic year. Housestaff shall submit his/her written request for a personal day **at least (7) seven calendar days** in advance.

Today's Date: Resident Name:

Program:

Requested Personal Day: Personal Day: 1 2 3 4

_____

Resident Signature

To be completed by program director/designee: Check One:

Personal Day request approved Personal Day request denied.

_____

PD/designee signature

This completed form will be placed in the resident file.

Side Letter of Agreement between CIR and Rutgers, the State University of New Jersey regarding Information pertaining to Incoming Housestaff Officers

The CIR and the University agree as follows:

1. The CIR may submit a written request, on an annual basis, for information pertaining to incoming Housestaff Officers, including: name, school, PGY level, and Rutgers e-mail address. If the CIR makes such a request on or before May 1, the University shall endeavor to provide this information, if available, no later than June 1.

2. This Side Letter of Agreement is not subject to the grievance procedure.

On behalf of CIR

Dated: 10/4/2023

On behalf of the University

Dated: 10/4/2023

Side Letter of Agreement between CIR and Rutgers, the State University of New Jersey regarding Leave

Allegations that a decision made by the Dean of GME pursuant to Article VI, sections B.5, B.6, C.4 or C.5 violates Article II, section C, paragraph 2 and/or the University policies referenced in Article II, section C, paragraph 1 shall be grievable under Article XIII and subject to the requirements of Article II, section C, paragraph 3 and Article XII.

A Housestaff Officer or the union may request a labor management meeting to discuss any denial of leave outlined in sections C.1, C.2 and C.6~~,~~ or concerns relating to utilization of PTO and leave requests in excess of six weeks. The processes set forth in sections c1, c2 and c6 are subject to the grievance procedure, however, decisions regarding a Housestaff Officer's eligibility for statutory leave are not mandatorily negotiable and are not subject to the grievance procedure.

Side Letter of Agreement between CIR and Rutgers, the State University of New Jersey regarding Transportation

The University will advise all University departments employing Housestaff of the following application of Article XIX: Generally and in accordance with the requirements of University Policy 40.4.1, Housestaff on mandatory rotations who are required in the same day to report to their mandatory rotation and report to any other mandatory worksite not considered an additional primary worksite per their department ("Other Worksite") and who incur travel expenses, such as personal vehicle mileage, tolls and mass transit expenses, as a result of reporting to such Other Worksite, such travel expenses are reimbursable expenses. The University will provide a list of primary work sites to CIR by July 31st, 2023. The University shall provide CIR with an updated list of primary sites per program on July 31st of each year of this Agreement.

Side Letter of Agreement between CIR and Rutgers, the State University of New Jersey regarding Supplemental Mental Health

The University and CIR will create a joint committee to discuss improving mental health care access for house staff. The committee shall include up to five CIR representatives and five University representatives and shall endeavor to begin meeting by August 2023 and meet at least once a month through the remainder of the academic year. The task force will be co-chaired by one of the five University representatives and one of the five CIR representatives. The University shall select the University co-chair and CIR shall select the CIR co-chair.

The committee discussions will include but are not limited to:

1. The current issues with mental health coverage
2. Improving confidentiality and access to mental health coverage for Housestaff
3. The feasibility of supplemental mental health coverage.
4. Barriers to the University providing a supplemental mental health benefit

The committee shall make recommendations to the University regarding the above issues.

CIR may request negotiations over the above issues to the extent they are mandatorily negotiable no earlier than July 1, 2024 if the committee fails to regularly meet or fails to make good faith efforts to engage in discussions during such meetings addressing the above issues.