

Memorandum of Agreement

1. This Memorandum of Agreement (“Agreement”) is made between Rutgers, The State University (“University”), and the Committee of Interns and Residents/ SEIU (“CIR” or “Union”). The University and the Union are collectively referred to in this Agreement as “the parties.”
2. The parties hereby agree as follows in the resolution of the collective negotiations related to a successor agreement to the July 1, 2018 to June 30, 2022 collective negotiations agreement between the University and CIR.
3. All proposals presented by the parties during collective negotiations for the July 1, 2022 to June 30, 2026 collective negotiations agreement (“Successor CNA”) and not expressly agreed to as reflected in this Agreement are deemed to be withdrawn. All information requests presented by the Union relating to negotiations for the Successor CNA are deemed to be withdrawn. Any terms of the parties’ 2018-2022 collective negotiations agreements not expressly modified by this MOA and the attachments to this MOA shall remain in full force and effect and shall be incorporated into the Successor CNA.
4. The following shall constitute the Successor CNA between the parties:

A. CIR Articles to be included in the Successor CNA

- (1) Preamble – Current contract language will be updated as follows: “This Agreement is made on July 1, **2022** by and between Rutgers ...”
- (2) Article 1 – Recognition: Tentative Agreement, dated April 25, 2023, (attached as document 1).
- (3) Article 2 – Policy Agreements: Maintain current contract language, except change “Academic Labor Relations” to “Office of University Labor Relations” in sections A.4 and E.
- (4) Article 3 – Management Rights: Maintain current contract language.
- (5) Article 4 – Titles: Maintain current contract language.
- (6) Article 5 – Compensation Plan and Program: University proposal, dated June 20, 2023 (10:50 pm) contained in University package proposal, dated June 20, 2023 (10:50 p.m.) (attached as document 2).
- (7) Article 6 – Leaves: University proposal, dated June 20, 2023 (10:50 pm) contained in University package proposal, dated June 20, 2023(10:50 p.m.) (attached as document 2).
- (8) Article 7 – Individual Contracts: Tentative Agreement, dated April 25, 2023 (attached as document 3).
- (9) Article 8 – Work Schedules: University proposal, dated June 20, 2023 (10:50 pm) contained in University package proposal, dated June 20, 2023 (10:50 p.m.) (attached as document 2).
- (10) Article 9 – Benefit Programs: University package proposal, dated June 20, 2023 (10:50 pm) (attached as document 2). (Upon agreement on final language between

- the Coalition of Rutgers Unions (CRU) and the University regarding health benefits, the parties shall incorporate any agreed upon language which impacts the Union into the final version of Article 9.)
- (11) Article 10 – Meals: University proposal, dated June 20, 2023 (10:50 pm) contained in University package proposal, dated June 20, 2023 (10:50 p.m.) (attached as document 2).
 - (12) Article 11 – Uniforms: Maintain current contract language.
 - (13) Article 12 – Professional Liability: Maintain current contract language.
 - (14) Article 13 – Grievance Procedure: Tentative Agreement, dated April 25, 2023 (attached as document 4).
 - (15) Article 14 – Disciplinary Action: Maintain current contract language.
 - (16) Article 15 – Union Rights: Maintain current contract language, except change “Academic Labor Relations” to “Office of University Labor Relations” in sections C.3 and F.2.
 - (17) Article 16 – Outside Employment: Tentative Agreement, dated April 25, 2023 (attached as document 5).
 - (18) Article 17 – Access to Personnel Files: Maintain current contract language.
 - (19) Article 18 – On-Call Rooms and Lockers: Maintain current contract language.
 - (20) Article 19 – Parking: University proposal, dated June 20, 2023 (10:50 pm) contained in University package proposal, dated June 20, 2023(10:50 p.m.) (attached as document 2).
 - (21) Article 20 – Safety: Maintain current contract language.
 - (22) Article 21 – Conference Reimbursement: Maintain current contract language.
 - (23) Article 22 – Licensure: University proposal, dated June 20, 2023 (10:50 pm) contained in University package proposal, dated June 20, 2023 (10:50 p.m.) (attached as document 2).
 - (24) Article 23 – Miscellaneous: Maintain current contract language.
 - (25) Article 24 – Successorship: University proposal, dated June 20, 2023 (10:50 pm) contained in University package proposal, dated June 20, 2023 (10:50 p.m.) (attached as document 2).
 - (26) Article 25 – Savings: Maintain current contract language.
 - (27) Article 26 – Complete Agreement: Maintain current contract language.
 - (28) Article 27 – Posting of Agreement: Maintain current contract language.
 - (29) Article 28 – Term of Agreement and Renewal: Current contract language will be updated as follows: “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.**”
 - (30) Appendix A – Holiday Compensation Form: Maintain current contract language.
 - (31) Appendix B – Personal Day Request Form: Maintain current contract language.


- (32) Side Letter – Information Pertaining to Incoming Housestaff Officers: Maintain current contract language.

B. In addition, the following agreements are to be included in the Appendix to the Successor CNA:

- (1) Side Letter 1 – Leave: University proposal, dated June 20, 2023 (10:50 pm) contained in University package proposal, dated June 20, 2023 (10:50 p.m.) (attached as document 2).
 - (2) Side Letter 2 – Transportation: University proposal, dated June 20, 2023 (10:50 pm) contained in University package proposal, dated June 20, 2023 (10:50 p.m.) (attached as document 2).
 - (3) Side Letter 3 – Supplemental Behavioral Health: University proposal, dated June 20, 2023 (10:50 pm) contained in University package proposal, dated June 20, 2023 (10:50 p.m.) (attached as document 2).
5. The terms of this MOA, inclusive of all attachments, are subject to ratification by the unit members of CIR.

For Rutgers, The State University

For Committee of Interns and Residents/ SEIU

DocuSigned by:

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7/31/2023

7/31/2023

Date

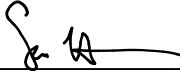
Date

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.

For CIR



Dated: 7/31/2023

For Rutgers University



Dated: 7/31/23

Key: Tracking for 7/20/2023 9:30 pm University Proposal

Text in bold, yellow highlight and strike is new language proposed by the University and rejected by CIR.
Text in bold and strike is new language proposed by CIR and rejected by CIR.
Text in bold is new language proposed by CIR and accepted by the University.
Text in yellow highlight and underline is new language proposed by the University.
All other text is agreed upon by the parties.

Tracking for 7/20/2023 10:50 pm University Proposal

Text in green font and bold is new language proposed by CIR and accepted by the University.
Text in green font, bold and strike is new language proposed by CIR and rejected by the University.
Text in yellow highlight, red font and underline is new language proposed by the University.
All other text is agreed upon by the parties.

The following University responses/proposals are presented as a package in response to CIR's June 20, 2023 proposals. The rejection of any single University proposal equates to the rejection of all proposals in the package. The University reserves the right to withdraw, alter or modify any of the proposals contained in this response in the event that any University proposal below is rejected by CIR.

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:

	<u>7/1/2022</u>	<u>7/1/2023</u>	<u>7/1/2024</u>	<u>7/1/2025</u>
PGY1	\$67,306.41 <u>\$65,803</u>	\$71,008.26 <u>\$68,271</u>	\$74,913.72 <u>\$70,660</u>	\$79,033.97 <u>\$73,133</u>
PGY2	\$71,868.06 <u>\$68,422</u>	\$75,820.80 <u>\$70,988</u>	\$79,990.95 <u>\$73,473</u>	\$84,390.45 <u>\$76,045</u>
PGY3	\$76,267.30 <u>\$72,272</u>	\$80,462.00 <u>\$74,982</u>	\$84,887.41 <u>\$77,606</u>	\$89,556.22 <u>\$80,322</u>
PGY4	\$80,721.04 <u>\$76,493</u>	\$85,160.70 <u>\$79,361</u>	\$89,844.54 <u>\$82,139</u>	\$94,785.99 <u>\$85,014</u>
PGY5	\$82,863.98 <u>\$78,524</u>	\$87,421.50 <u>\$81,469</u>	\$92,229.68 <u>\$84,320</u>	\$97,302.31 <u>\$87,271</u>
PGY6	\$84,993.84 <u>\$80,548</u>	\$89,668.50 <u>\$83,569</u>	\$94,600.27 <u>\$86,494</u>	\$99,803.28 <u>\$89,521</u>
PGY7	\$87,073.56 <u>\$83,254</u>	\$91,862.61 <u>\$86,376</u>	\$96,915.05 <u>\$89,399</u>	\$102,245.38 <u>\$92,528</u>
PGY8	\$89,107.50 <u>\$84,883</u>	\$94,008.41 <u>\$88,883</u>	\$99,178.88 <u>\$94,008.41</u>	\$104,633.71 <u>\$99,178.88</u>

		\$88,066	\$91,148	\$94,338
PGY9	\$91,143.62	\$96,156.52	\$101,445.13	\$107,024.61
	\$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

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 Education 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:

~~\$1,400~~ 1,300² 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

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 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.

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 **\$1,300³** 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 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);

³ The \$1,200 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.

- 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

LEAVES

A. Vacations

1. All Housestaff Officers shall be entitled to four (4) weeks of paid vacation to be scheduled in accordance with departmental policy, which policy shall not preclude scheduling of vacation in two (2) week blocks. Whenever a holiday falls within a vacation period, the individual Housestaff Officer shall be entitled to an extra vacation day. Pro-rata earning of vacation is one and two-thirds ($1 \frac{2}{3}$) 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 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.⁵ 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.

⁵ 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.

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 and required information is not submitted 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 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:

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 Housestaff.

- 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.

3. The parties recognize the importance of ensuring House Staff Officers have access to health insurance coverage during the normal two (2) month waiting period (per section 1) due to the nature of their work as frontline care providers. To that end, the University agrees to provide all incoming House Staff Officers with at least one coverage option paid for by the University to cover the normal two (2) month waiting period. The University agrees to provide the necessary information to enroll in said coverage at least sixty (60) days prior to the first day of employment for all incoming House Staff to ensure they have the necessary time to review all options before determining the appropriate coverage option. If a House Staff Officer opts to continue their previous coverage via COBRA or chooses to secure individual contract coverage separate from what is offered by the University, the University shall reimburse the Housestaff Officer for that coverage up to \$600.

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.

Add Section E to read as follows:

~~E. Supplemental Behavioral Health: Effective July 1st 2023, the Hospital shall make monthly contributions for the purpose of providing a Supplemental Behavioral Health benefit for each Resident to the Voluntary Hospitals House Staff Benefits Plan (HSBP) on the first day of each month. The HSBP will provide a \$5,000 Supplemental Behavioral Health Reimbursement benefit per eligible resident or dependent per HSBP benefit plan year, which is July to June. The Supplemental Reimbursement is processed through the CIR Benefits Office.~~

~~Effective on the dates noted below, the Hospital shall contribute the specified monthly sums to the HSBP for each Resident for the purpose of providing the covered benefits to the Residents and their eligible dependents in the HSBP.~~

~~Effective July 1st 2023 - \$24.95~~

~~Effective January 1st 2024 - \$26.44~~

~~Effective January 1st 2025 - \$28.03~~

ARTICLE X

MEALS

A. At 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 assigned overnight shift of six hours or more,
- (ii) Scheduled for and work an assigned shift of more than twelve hours, or,
- (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.

B. 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 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 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 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.

Side Letter 1: 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 ~~a~~Any denial of leave outlined in sections C.1, C.2 and C.6, including but not limited to or concerns relating to utilization of PTO for the first six weeks of paid leave and any paid leave requests in excess of six weeks after the initial first six weeks of paid leave are exhausted, are subject to the grievance procedure. 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 2: 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 endeavor to limit primary worksites to no more than one primary inpatient and one primary outpatient site. The University shall provide CIR with an updated list of primary sites per program on July 31st of each year of this Agreement. If any changes to primary work sites are considered, the University must provide those changes to CIR prior to implementation. per the requirements of University Policy 40.4.1.

Side Letter 3: 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 8 five CIR representatives and 8 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 provided by CIR Benefits Plan**
- 4. Specific and quantifiable barriers to the University providing CIR's supplemental mental health benefit**
- 5. Joint solutions to the aforementioned issues**

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

CIR may request reopening bargaining negotiations over the above issues to the extent they are mandatorily negotiable benefits article 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. process proves ineffectual (ie no meetings, no requested information provided by either party, etc)

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.

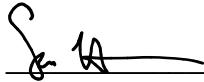
The University will notify each Housestaff Officer affected and CIR

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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.

For CIR



Dated: 7/31/2023

For Rutgers University



Dated: 7/31/23

Common Interest Privileged Communication

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

Common Interest Privileged Communication

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.

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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.

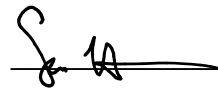
The presentation of such group grievance will be by the appropriate CIR representative(s) and one of the grievants designated by the CIR. A group grievance may be initiated by the CIR.

Common Interest Privileged Communication

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.

For CIR

A handwritten signature in black ink, appearing to be 'S. 10', followed by a horizontal line.

Dated: 7/31/2023

For Rutgers University

A handwritten signature in blue ink, appearing to be 'Paul M. Ullrich', followed by a horizontal line.

Dated: 7/31/23

ARTICLE XVI

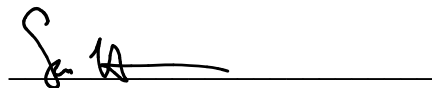
OUTSIDE EMPLOYMENT

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 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.-

For CIR

A handwritten signature in black ink, appearing to be 'S. A.', is written over a horizontal line.

Dated: 7/31/2023

For Rutgers University

A handwritten signature in blue ink, appearing to be 'Paul M. ...', is written over a horizontal line.

Dated: 7/31/23