

Collective Bargaining Agreement

Between

University Hospital

and the

Committee of Interns and Residents/SEIU

November 1st, 2023 – October 31st, 2027

Committee of Interns and Residents (CIR)
National Affiliate of Service Employees International Union (SEIU)

The Committee of Interns and Residents/SEIU (CIR/SEIU) represents over 37,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California, New Mexico, Illinois, Vermont, Pennsylvania, Washington, Rhode Island, Delaware, Minneapolis Collective bargaining agreements covering both public and private sector hospitals.

Founded in 1957, CIR/SEIU is affiliated with the Service Employees International Union (SEIU), a 2.1 million member union in the U.S., Puerto Rico and Canada including 1,000,000 members in the healthcare field.

This collective bargaining agreement, negotiated by CIR/SEIU members at Flushing Hospital Medical Center, provides for salaries, leave time, a due process procedure in disciplinary cases, a grievance procedure, and other issues of concern to Housestaff.

Know your rights and benefits – read your CIR contract!

Committee of Interns and Residents/SEIU

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AGREEMENT

Between

UNIVERSITY HOSPITAL

And

THE COMMITTEE OF INTERNS & RESIDENTS/SEIU

November 1, 2024 – October 31, 2027

INDEX

ARTICLE	TITLE	PAGE
INDEX		2
PREAMBLE		4
ARTICLE I	RECOGNITION	4
ARTICLE II	POLICY AGREEMENTS	4
	A. Dues Check-Off	4
	B. Non-Discrimination	5
	C. Strikes and Lockouts	5
	D. Administration of Agreement	5
ARTICLE III	MANAGEMENT RIGHTS	6
ARTICLE IV	TITLES	6
ARTICLE V	COMPENSATION PLAN AND PROGRAM	8
ARTICLE VI	LEAVES	9
	A. Vacations	9
	B. Sick Leave	10
	C. New Jersey Earned Sick Leave	10
	D. Medical and Family Leave	11
	E. Bereavement Leave	13
	F. Leave for AMPLE or National Boards	14
	G. Leave for Educational Courses	14
	H. Holidays…	14
	I. Court Appearance	15
	J. Jury Duty	16
ARTICLE VII	INDIVIDUAL CONTRACTS	16
ARTICLE VIII	WORK SCHEDULES	17
ARTICLE IX	BENEFITS PROGRAM	19
	A. Health Benefits	19
	B. Prescription Drug Program	19
	C. Dental Care Program	19
	D. Temporary Disability	19
	E. Maintenance of Benefits	19
	F. Life Insurance	19
	G. Hepatitis	19
	H. Tuition Reimbursement	19
	I. Travel	20
ARTICLE X	EDUCATION AND MEALS ALLOWANCE	20
ARTICLE XI	UNIFORMS	20
ARTICLE XII	PROFESSIONAL LIABILITY	21
ARTICLE XIII	DISCIPLINARY ACTIONS	21
ARTICLE XIV	GRIEVANCE PROCEDURE	23
	A. Purpose	23
	B. Definition	24
	C. Preliminary Informal Procedure	24
	D. Formal Steps	24
	E. Procedural Rules	26
ARTICLE XV	DRUG AND ALCOHOL TESTING	27

ARTICLE XVI CRIMINAL BACKGROUND CHECKS....29
ARTICLE XVII INCLEMENT WEATHER EMERGENCIES....29
ARTICLE XVIII UNION RIGHTS....30
A. Representation Lists....30
B. Orientation of incoming HSO....31
C. Bulletin Boards....31
D. Distribution of Literature....31
E. Access to Premises....31
ARTICLE XIX ACCESS TO PERSONNEL FILES....32
ARTICLE XX ON-CALL ROOMS AND LOCKERS....32
A. On-Call Rooms....32
B. Lockers....32
C. Lactation Rooms....33
ARTICLE XXI PARKING....33
ARTICLE XXII SAFETY....34
ARTICLE XXIII CONFERENCE REIMBURSEMENT....34
ARTICLE XXIV LICENSURE....34
ARTICLE XXV MISCELLANEOUS....35
A. Business Cards....34
B. Library, Computers and Online Resources....34
ARTICLE XXVI SUCCESSORSHIP....36
ARTICLE XXVII SAVINGS....36
ARTICLE XXVIII COMPLETE AGREEMENT....36
ARTICLE XXIX PRINTING OF AGREEMENT....36
ARTICLE XXX TERM OF AGREEMENT AND RENEWAL....37

PREAMBLE

This Agreement effective November 1, 2024 by and between University Hospital and the Committee of Interns and Residents/SEIU (herein after referred to as CIR). The parties recognize that it is the responsibility of University Hospital to provide a quality educational program and an available source of well-trained Podiatric Resident Physicians for the rapidly expanding health needs of New Jersey. This Agreement is intended to contribute to the fulfillment of those responsibilities.

ARTICLE I

RECOGNITION

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

B. Included are all full-time podiatric resident physicians, who are designated herein as Housestaff Officers employed by University Hospital. Excluded are all other employees.

C. The terms "employee(s)", "Housestaff Officer(s)" and (HSO) are 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. University Hospital agrees to deduct from the regular paycheck of any employee the dues of the CIR provided the employee has signed and filed an appropriate written authorization form with the Office of Human Resources. The authorization form may be signed electronically and submitted via electronic communication.

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 in writing to University Hospital 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 negotiations unit shall be limited to the CIR, the duly certified majority representative, and employees shall be eligible to withdraw such authorization by providing a written notice to Office of Human Resources during the ten (10) days following each anniversary date of their employment. Within five (5) days of

receipt of the notice from the employee of revocation of authorization for the payroll deduction of fees, University Hospital shall provide notice to CIR of an employee's revocation of such authorization. An employee's notice of revocation of authorization for payroll deduction fees of CIR shall be effective on the 30th day after the anniversary date of employment.

5. University Hospital and CIR acknowledge that they each have an obligation to abide by the provisions of the State of New Jersey Workplace Democracy Enhancement Act.

B. Non-Discrimination

The parties agree to follow a policy of non-discrimination on the basis of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy and sexual harassment), marital status, domestic partnership or civil union status, sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, mental or physical disability , political affiliation, or participation in or association with the activities of any employee organization which is permissible under law and does not interfere with an employee's obligation.

C. 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.

D. Administration of Agreement

1. A committee consisting of University Hospital and Union representatives may meet for the purpose of reviewing the administration of this Contract and to discuss issues or concerns which may arise.

2. Said committee meetings shall be scheduled on an as needed basis, no more than once per quarter. These meetings are not intended to bypass the grievance procedure or to be considered collective negotiations meetings, but are intended as a means of fostering good employer-employee relations through communications between the parties.

3. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such a meeting.

4. A maximum of three (3) employee representatives of the Union, in addition to 2 CIR staff may attend such meetings on an as needed basis, no more than once per quarter. These limitations may be waived upon agreement of both parties.

ARTICLE III

MANAGEMENT RIGHTS

The Hospital, except as limited or modified by the express terms of this Agreement, reserves and retains solely and exclusively all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitutions of the State of New Jersey and of the United States, to manage the operations of the Hospital. These rights, to the extent consistent with applicable law, shall include, but shall not be limited to, the right:

a. To determine, make and enforce all reasonable rules, procedures and policies relating to the work, safety, the delivery of exceptional medical services, and the operations of the Hospital. This shall include the right to change or abolish such rules, procedures or policies;

b. To continue, alter, make, and enforce reasonable rules and procedures pertaining to employee conduct and standards of performance;

c. To assign such work to HSO in accordance with the requirements of exceptional medical care and the continuity of the Hospital's operations;

d. To determine the management of each department in the Hospital by the efficient selection, utilization, deployment, and disposition of equipment which necessarily includes determining the quantity, type and brand of equipment and other products to be utilized;

e. To determine the number of hours per day and/or per week that operations in each department of the Hospital shall be carried on and/or to discontinue or relocate any portion or all of the operations;

f. To take whatever means necessary to carry out the mission of University Hospital in emergency situations.

g. CIR does not waive its rights to meet with and bargain over the terms and conditions of employment as determined by this contract, as well as those not specifically set forth in this agreement.

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

B. The appointment of a Housestaff Officer shall be based on his/her appropriate Post Graduate Year (hereinafter PGY), which shall be determined as follows:

1. A Housestaff Officer who has not completed at least one year training in a Council on Podiatric Medical Education (CPME) approved training program shall be placed at the PGY-1 level.

2. A Housestaff Officer who has satisfactorily completed one or more years of service in a CPME approved training program in the same specialty in which he/she is currently enrolled may at the discretion of the Residency Program Director be placed at the PGY level which equates to 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. Temporary, Per Diem, and Casual Housestaff Officer

1. Temporary Housestaff Officer
Temporary Housestaff Officer is hired for a specified period of time.

2. Per Diem Housestaff Officer
Per Diem Housestaff Officer has an on-going but intermittent employment relationship with the Hospital and works more than four (4) hours per week on average within ninety (90) calendar days.

3. Casual Housestaff Officer
Casual Housestaff Officer is regularly scheduled to work less than twenty (20) hours per week within ninety (90) calendar days.

4. Health Benefits
Temporary, casual, or per diem Housestaff Officer shall not be eligible for any benefits except those required by law.

5. Benefit Time
Temporary, casual, or per diem Housestaff Officer shall not be eligible for any time off benefit.

6. Sick Time
Temporary, casual, or per diem Housestaff Officer shall not be eligible for sick time except as required by law.

7. Uniform Allowance
Temporary, casual, or per diem staff Housestaff Officer shall not be eligible for Uniform Allowance.

8. Tuition Reimbursement
   Temporary, casual, or per diem Housestaff Officer shall not be eligible for tuition reimbursement.

9. Seniority
   Regular Housestaff Officer shall not be laid off before temporary, casual, or per diem Housestaff Officer.

10. Discipline
    Temporary, casual, or per diem Housestaff Officer shall not be subject to progressive discipline and may be terminated at any time. Progressive discipline and termination shall be final and binding, and not subject to the grievance procedure.

11. Job Posting
    Temporary, casual, or per diem Housestaff Officer positions shall not be required to be posted on University Hospital's website.

12. Use of Temporary, Per Diem, and Casual Housestaff Officer
    Temporary, Per Diem, and Casual Housestaff Officer shall not be used to circumvent the hiring of Full Time Housestaff Officer.

13. Regular Full Time Housestaff Officers shall not be considered Temporary, Per Diem or Casual employees.

ARTICLE V

COMPENSATION PLAN AND PROGRAM

The following salary increase is for those Housestaff Officers who are employed at University Hospital on the effective date of the increase:

1. There shall be the following increase to the salaries effective the pay period closest to July 1, 2025.

PGY I	PGY II	PGY III
$73,133	$76,045	$80,322

2. There shall be a 3.0% increase to the salaries effective the pay period closest to July 1, 2026.

PGY I	PGY II	PGY III
$75,327	$78,326	$82,732

3. There shall be a 3.0% increase to the salaries effective the pay period closest to July 1, 2027.

PGY I	PGY II	PGY III
$77,587	$80,676	$85,214

4. Chief Resident Annual Supplement will be in the amount of $2700 .

5. All incoming Housestaff will be paid a one-time lump sum for attending the Hospital's orientation program including the CIR presentation.

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

   This allowance will be paid in July in the amount of $1500 after the Housestaff Officer has completed all necessary university entrance requirements.

ARTICLE VI

LEAVES

A. Vacations

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

2. Individual Housestaff Officers shall, on or before September 1 of each year, submit in writing to his/her Residency 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.

3. Should any Housestaff Officer fail to submit his/her vacation leave request on or before September 1st of each year, the Residency Program Director shall, after scheduling the vacation leaves of the other Housestaff Officers have the right to schedule vacation leave for those failing to meet the September 1 submission date. Once the vacation schedule is established, it will normally be available to the employee except where an emergency mandates

rescheduling.

4. 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. University Hospital 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 thirty-six (36) sick leave days.

1. Sick leave shall be used when an HSO is unable to work due to illness or personal injury.

2. The HSO must notify his/her Chief Resident or Program Director of his/her inability to work.

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

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

5. First year HSO or HSOs in their initial year of appointment are not eligible to use sick time until three full months have been completed.

6. Negotiations unit members are responsible for making up any unworked time after the end of the academic year as determined by accreditation standards. Such additional work time after the end of the academic year shall be paid up to four months if needed. Whether time is needed to complete the requirements is up to the Residency Program Director in consultation and collaboration with Rutgers New Jersey Medical School Dean of GME who together have the sole discretion to approve or deny such request. The decision is not subject to the grievance procedure.

C. New Jersey Earned Sick Leave

1. Employees accrue one (1) hour New Jersey Earned Sick Leave for every 30 hours worked for a maximum of forty (40) hours in a benefit year, July 1st to June 30th.

2. Employees can only carryover forty (40) hours of New Jersey Earned Sick leave from one (1) benefit year to the next.

3. Employees may use only forty (40) hours of New Jersey Earned Sick Leave in a benefit year. New Jersey Earned Sick Leave shall run concurrently with FMLA and NJFLA.

D. Medical and Family Leave

Eligibility

HSO's employed for at least twelve (12) months, and who have at least 1,000 hours of worked time for the Hospital during the twelve (12) month period immediately preceding the leave will be eligible. Time spent on leave during the twelve (12) month period immediately preceding the leave shall not be counted in determining whether an employee has reached the 1,000 hours of work threshold regardless of whether such leave was paid or unpaid.

Medical/FMLA leave of absence for self is:
An absence from work for a specific period for an illness or injury (serious health condition) with the approval of the Department of Human Resources. University Hospital may, at its discretion, designate HSO absences of three (3) consecutive days or more as FMLA leave if the absences qualify as such and regardless of whether the HSO has applied for leave. Leaves are taken with the understanding that the HSO will return to work at the conclusion of the leave.

For HSOs taking medical/FMLA leave for self, the maximum leave allowed will be twelve (12) weeks. All paid sick time accruals must be utilized first, then float holidays and vacation accruals may be used at the HSO's option. For HSOs applying for New Jersey Temporary Disability, they must use up to two (2) weeks of accrued sick time based on the standard week of their job classification which will be pro-rated for Part-Time employees. However, no employee shall be required to use any accrued sick time which would result in their having less than one (1) weeks' worth of that time.

This will be pro-rated for Part- Time employees. The statutory 12-week FMLA shall run concurrent with the first 12 weeks of such leave.

FMLA leave of absence for family member:
For HSOs taking FMLA leave to care for a family member for a serious illness, the maximum leave allowed is twelve (12) weeks. Paid leave time must include a maximum of (10) days of accrued sick time (utilized first) and then, at the HSO's option, float holidays and vacation accruals.

For HSOs taking FMLA leave to care for a family member with a catastrophic illness (defined as an illness, injury, impairment, or physical or mental condition that a licensed physician or certified practitioner certifies as life threatening or terminal), the maximum leave allowed is twelve (12) weeks. Paid leave time must include ten (10) sick days (utilized first), and then, at the HSO's option, float holidays and vacation accruals. If additional time is required beyond the initial ten (10) sick days, and the HSO has exhausted float holidays and vacation accruals, additional sick days may then be used for the remainder of the twelve (12) week maximum leave allowed under the terms of this policy.

FMLA leave of absence for birth or adoption:

An approved leave from employment to enable an HSO to provide necessary care due to the birth, adoption or foster care of a child by the employee and/or spouse. Intermittent or reduced schedule leaves are not allowed for birth or adoption.

The maximum leave allowed for birth, adoption or foster care of a child is twelve (12) weeks. At least ten (10) days of accrued vacation and float holidays must be used if applying for New Jersey Paid Family Leave Insurance. If not applying for New Jersey Paid Family Leave Insurance, it shall be the HSO's option whether to use accrued vacation and float holidays or take the leave as unpaid. In either event, leave shall not exceed the allowed twelve (12) weeks within a rolling 12-month period.

Intermittent/Reduced Leave of Absence for Self/Family Members:
An employee does not need to use FMLA entitlement in one (1) block. Leave can be taken intermittently or on a reduced schedule when medically necessary. Employees must make a reasonable effort to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Employees on approved Intermittent Leaves of Absence must follow departmental procedure to notify the immediate supervisor referencing the need for FMLA leave daily. Calling in "sick" is not enough to trigger the FMLA requirements. Intermittent leave runs concurrent with FMLA at all times.

Intermittent/Reduced Schedule FMLA Leave for Self:
For employees taking Medical/FMLA leave for self, Housestaff Officers shall be entitled to the equivalent of twelve (12) workweeks of maximum leave days. All paid sick time accruals must be utilized first, then float holidays and vacation accruals may be used at the employee's option.

Intermittent/Reduced Schedule FMLA Leave for Family Member:
For employees taking Intermittent/Reduced FMLA leave to care for a family member for a serious illness, Housestaff Officers shall be entitled to the equivalent of twelve (12) work weeks of maximum leave. Housestaff Officers may, at their option, utilize paid leave when taking intermittent/reduced FMLA leave to care for a family member with a serious illness. Housestaff Officers doing so must first utilize a maximum of (10) days of accrued sick time, and then, if they so choose, float holidays and vacation accruals.

NEW JERSEY PAID FAMILY LEAVE ACT PROVISIONS

Effective July 1, 2009, New Jersey enacted Paid Family Leave that provides employees with up to six (6) weeks of paid leave in a 12-month period to care for newborns, newly adopted children or seriously ill family members. The paid leave is a partial wage replacement benefit administered and paid by the New Jersey Department of Labor and Workforce Development, Division of Temporary Disability Insurance. It allows an employee to receive his or her weekly compensation up to a maximum amount per week as determined by the New Jersey Department of Labor and Workforce Development.

Negotiations unit members are responsible for making up any unworked time after the end of the academic year as determined by accreditation standards. Such additional work time after the end of the academic year shall be paid up to four months if needed. Whether and how much time is needed to complete the requirements is up to the Residency Program Director who has sole discretion to make such determinations. The decision is not subject to the grievance procedure.

Pregnancy and Birth in PGY-1
If an HSO in PGY-1 seeks a leave for pregnancy, birth, or baby bonding that would constitute a qualifying

reason under the FMLA or the New Jersey Family Leave Act but the HSO has not worked for University Hospital long enough to qualify for protected leave under those laws, University Hospital shall engage in an interactive process with the HSO to identify a suitable accommodation under the Pregnant Workers' Fairness Act (such as leave, deferral, scheduling adjustments, or such other accommodation as may be agreed upon). Appropriate documentation of the qualifying condition and the need for the accommodation must be provided in accordance with the Hospital's standard policies and procedures.

Information on Impact of Extended Leave

The Hospital shall 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.

E. Bereavement Leave

1. Immediate Family Member

At the time of death of an immediate family member, an employee will be granted bereavement leave hours equal to up to three (3) days provided paid sick leave or other paid leave is accumulated to the credit of the employee and is so charged. The employee will be salary deleted if employee has no available time to use.

Members of the immediate family are defined as spouse, domestic partner, civil union partner, parent, child, grandparent, grandchild, brother or sister, parent-in-law, brother-in-law or sister-in-law, aunt or uncle, niece or nephew, or other relative or significant other living in the employee's household. The definition of "parent" and "child" is as defined by the Hospital's FMLA policy. At the time of death of a significant other who is not living in the employee's household, such request shall not be unreasonably denied.

2. Use Within Thirty (30) Days

Bereavement leave time must be used within thirty (30) days of informing the Residency Program Director of the death of the family member. If an employee requests to use bereavement leave time beyond the thirty (30) day period, such request shall not be unreasonably denied.

3. Extension of Bereavement Leave

If an employee wishes to extend the leave beyond that described above due to travel or other responsibilities, such request will not be unreasonably denied, but that time will be deducted from the employee's accumulated vacation or float holiday time. If vacation or float holiday time is not available, employee may request unpaid leave. Documents justifying the extension of bereavement leave must be produced.

4. Proof of Death

The Residency Program Director retains the right to request and receive written verification of the death. (Examples may include a funeral program or obituary.)

5. Eligibility

The following employees are eligible to receive bereavement leave benefits: Regular Full-Time Housestaff Officer. Casual, Per Diem, and Temporary Housestaff Officers are not entitled to benefits provided by this section.

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

F. Leave for American Podiatric Medical Licensing Exam (APMLE) or National Boards

Housestaff Officers will be permitted to take one (1) day paid leave for the purpose of taking the APMLE or other licensing examination. This shall not be charged against vacation time and such paid leave shall be permitted one time only.

G. Leave for Educational Courses

Housestaff Officers will be permitted to take three (3) days paid leave for the purpose of attending an educational course related to residency. Housestaff Officers shall receive one (1) such leave during each year of their residency, as approved the Director, Podiatry Department and Podiatric Medical Education.

H. Holidays

1. a) All University Hospital Housestaff Officers, wherever assigned, shall be entitled to all University Hospital holidays. University Hospital shall exercise its best efforts to ensure that Housestaff on rotation to an affiliate facility are granted all University Hospital holidays on the day they occur.

   b) Effective upon the date of this agreement, University Hospital holidays are: New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas, and four (4) float holidays. Per the approved request form, a Housestaff officer shall submit his/her written request for a float holiday at least seven (7) calendar days in advance. Such requests will not be unreasonably denied.

   Employees who wish to observe Juneteenth may do so by charging such absence to their yearly vacation days or float holidays in accordance with the Hospital's leave provisions and policies and such requests shall not be unreasonably denied.

2. Housestaff Officers who work (including beeper calls) on a scheduled holiday shall be granted an alternate day off or shall receive an additional day's pay in lieu of the holiday. (This provision does not apply to the float holidays). Working on a holiday shall be defined as being prospectively assigned to work a full shift (8 or more hours) on the day of the holiday.

   Housestaff Officers will not be eligible for holiday pay if:
   a. Absent compelling documentation of illness or emergency, Housestaff Officers who call out on the scheduled day within twenty-four (24) hours before or after a holiday, or if scheduled to work the holiday, call out, will be salary deleted and forfeit the holiday.
   b. When scheduled to work the holiday, Housestaff Officers are not permitted to call

out New Jersey Earned Sick Leave on the holiday and scheduled workdays immediately before and after the holiday, unless those days are vacation days or float holidays approved by Residency Program Director or designee.

An on-call shift from the prior day extending into the holiday does not result in an alternate day off or additional pay.

Housestaff Officers who are assigned to report to work in order to round or for procedure on patients, but do not work a full shift, on a holiday, will be eligible for four (4) hours of alternate time off or additional pay.

Holidays at the end of the academic year (i.e., Memorial Day) may have the alternate day off requested and utilized in advance of the holiday worked; however if the HSO does not actually work on the holiday, the HSO shall reimburse University Hospital for the paid time off.

When a Housestaff Officer is scheduled to work a holiday, it is the Housestaff Officer's responsibility to submit the request for an alternate day off (using the form previously agreed to) within 10 business days of the holiday worked. If the form is not returned to the Housestaff Officer within ten (10) business days, the Housestaff Officer shall be paid for the holiday worked.

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

3. Observance of holidays for Housestaff members on a seven (7) day work week schedule, when a holiday falls on a Saturday or Sunday, shall be observed on that day.

4. When the Chief Resident distributes schedules to Housestaff Officers during months that contain holidays, the University Hospital Compensation Day/Reimbursement Form shall be attached.

I. Court Appearance

Housestaff Officers must cooperate and appear when summoned by University Hospital, or its designee, to testify at depositions in court or any other hearings. Housestaff Officers shall be granted necessary time off at the Housestaff Officers regular rate of pay when he or she is summoned to testify. This includes testimony related to where Housestaff Officers was a witness, party, or on any matter arising within the Housestaff Officers scope of employment at the Hospital, so long as the matter relates to the work of the Housestaff Officers and is not in the context of a personal lawsuit filed against the Hospital by the Housestaff Officers or a co-worker. Housestaff Officers shall immediately report receipt of any subpoena or court order related to their employment at the Hospital to the Hospital's Office of Legal Management and Residency Program Director or designee.

J. Jury Duty

Housestaff Officer shall be granted necessary time off, at their base rate of pay, when they are summoned and perform jury duty as prescribed by applicable law and provided the Housestaff Officers was scheduled to work on the day(s). In no case will jury duty be granted or credited for more than the standard workday or workweek for the Housestaff Officer.

The receipt of a notice to report for jury duty must be reported immediately to the Housestaff Officer's Residency Program Director.

Housestaff Officer shall notify his/her Residency Program Director immediately of his/her requirement for this leave, and subsequently furnish evidence that he/she performed the duty for which the leave was requested.

If jury duty is canceled on a day the Housestaff Officers would have worked, he/she must immediately notify Residency Program Director or designee and may be required to report to work.

ARTICLE VII

INDIVIDUAL CONTRACTS

A. Any written individual contract between University Hospital 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. University Hospital shall give the CIR thirty (30) days' notice of any changes to the individual contract forms.

B. Each Housestaff Officer shall, prior to his/her employment, receive a written individual contract which shall set forth University Hospital's commitment to each Officer.

C. University Hospital will make a good faith effort to maintain such electives and rotational schedules in keeping with nationally established guidelines of the program and the needs and goals of University Hospital. In the event that circumstances necessitate changes in electives or rotational schedules, University Hospital 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. University Hospital will make a good faith effort to continue the CPME specialty training program to which a Housestaff Officer is assigned. Within twenty (20) days of receipt of notice of non-accreditation or probation, University Hospital shall make a good faith effort to notify all affected Housestaff Officers of the decision/notice. Such notice shall be mailed or hand delivered to the affected Housestaff Officers. Claims by Housestaff Officers that they were not notified shall not be subject to grievance/arbitration proceedings.

University Hospital 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 CPME of any notification regarding non-accreditation or probation or similar change in the professional status of any training program;
3. as soon as reasonably possible of any decision to merge or close.

In the event of a termination, transfer, or reduction in size of a residency program, University Hospital will make a good faith effort to place affected Housestaff Officers in another accredited residency program outside University Hospital by placing a notice on Listserve of HSO(s) availability. At the time University Hospital informs HSOs 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. University Hospital will adhere to the Council for Podiatric Medical Education (CPME) guidelines on HSO work hours, until state and /or federal law supersede it. In addition, the following shall remain in effect:

B. There shall be no increase in the number of on-call assignments in existing departmental on-call schedules during the period of this Agreement except as herein provided in the CPME guidelines.

C. During the term of this Agreement, nothing in this article shall be interpreted as barring the

parties, from mutually agreeing to alternate scheduling patterns for particular programs.

D. When an accrediting board requires an increase in on-call schedules, the Union shall receive a copy of the directive and the increase shall thereafter be implemented.

E. No exception to the contractual limits shall be made except with the prior written consent of CIR.

F. Housestaff Officers shall be paid for any on-call duty in excess of the CPME guidelines or as otherwise stated in this contract at a flat rate of $150.00. From July 1 through October 31, PGY 3 HSOs will not be eligible for extra call pay.

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

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

G. Housestaff Officers shall not be routinely or regularly assigned to tasks which are clearly not within their normal responsibilities as Housestaff Officers. In such instances, a Housestaff Officer may not refuse to perform the task (s), however, the Housestaff Officer may file an informal grievance with the Residency Program Director and the decision will be final and binding.

H. No Housestaff shall be assigned to clinic following overnight in-hospital call or night float.

I. No Housestaff Officer shall be assigned on-call duty during twenty-four (24) hour period preceding licensure or specialty board exams. If a HSO 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.

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

K. Housestaff shall receive their schedules at least one (1) week prior to the beginning of a rotation.

L. The one continuous 24-hour period free from all clinical, educational and administrative activities shall begin no later than 8 AM.

M. No individual Housestaff Officer shall be required to find coverage for his/her duties and beeper coverage in the event of sudden illness, family emergency or any approved day off prior to the posting of the schedule, provided that the department has the right to require, upon request,

proof of emergency (or illness) and the appropriate individual (either chief resident or Residency Program Director) is notified. This individual would be responsible for coordinating coverage of the absent Housestaff Officer's duties with appropriate Housestaff.

ARTICLE IX

A. Health Benefits

All negotiations unit members who are eligible for the State's health insurance shall be provided with those benefits on the same basis and to the same extent as provided to all State employees whose collective negotiations agreements expired in June 2015. Should negotiations or legislative action change these benefits for State employees during the life of this contract, the benefits for eligible negotiations unit members shall change accordingly.

B. Prescription Drug Program

University Hospital will participate in the Prescription Drug Program administered by the State.

C. Dental Care Program

University Hospital will participate in the Dental Program administered by the State.

D. Temporary Disability

Employees shall be included in the State Temporary Disability Plan, which is a shared cost plan providing payments to employees who are unable to work as the result of non-work connected illness or injury.

E. Maintenance of Benefits

The fringe benefits heretofore provided to employees in this negotiating unit, such as the Health Benefits Program, life insurance, and their like, shall remain in effect consistent with the State's administration of the Program.

F. Life Insurance

University Hospital shall provide life insurance to all Housestaff Officers in the amount of three (3) times the annual salary of the Housestaff Officer, pursuant to the State Plan.

G. Hepatitis "B" Screening and Vaccine

University Hospital 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 University Hospital or affiliated hospitals.

H. Tuition and Educational Reimbursement

Housestaff Officers may participate in one (1) surgical skills course or academic conference per residency year. The Director of Podiatric Medical Education and the Director of Podiatry must pre-approve all expenses for which the Housestaff Officer may seek reimbursement pursuant to this Article. Such requests shall not be unreasonably denied. In addition, the Housestaff Officer must comply with the Hospital's Travel Reimbursement Policy.

University Hospital shall reimburse eligible Housestaff Officers for up to maximum four thousand dollars ($4,000.00) per academic year for educational materials (such as academic textbooks or academic journal subscriptions) relevant to their field of study, a laptop or tablet device (capped at one (1)throughout their entire residency), Board Review Courses, Board Exam Fees, tuition and/or registration costs for the surgical skills course or academic conference, and travel, lodging, and meals (in accordance with the Hospital Travel Reimbursement Policy) for the surgical skills course or academic conference. Receipts and proof of attendance, where applicable, must be submitted to receive reimbursement. When operationally feasible, reimbursement shall be paid no later than 30 days after the submission and approval of complete and accurate expense receipts related to either attendance at the surgical skills course(s)/academic conference(s) or the item(s} purchased.

A Housestaff Officer will be paid for up to three (3) workdays to attend a surgical skills course or academic conference per each residency year, as approved by the Director, Podiatric Medical Education. Proof of number of days Housestaff Officer was in attendance must be submitted.

I. Travel

Beginning effective July 1, 2025, an annual $1,000 travel allowance will be provided to each Housestaff Officer. The allotment will be divided into two (2) equal payments and given on the first full pay periods in August and February.

ARTICLE X

MEAL ALLOWANCE

Effective January 1, 2025, The Hospital agrees to provide each Housestaff Officer, including fellows and chief residents, a meal card with a monthly stipend of $150 to purchase meals while on duty at the Hospital. Meal allotments shall roll over month to month, until the end of the academic year.

ARTICLE XI

UNIFORMS

University Hospital shall provide uniforms and uniform laundering services to all Housestaff Officers at no cost, which shall consist of five (5) coats in appropriate sizes and access to University Hospital operating room scrubs, all in reasonably good repair. University Hospital will address any scrub access issues in a timely manner. 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.

In the interest of Housestaff Officer safety, University Hospital shall provide each Housestaff Officer with leaded glasses and a full safety lead with thyroid shield ("safety lead"), for each Housestaff Officer. University Hospital will ensure that leads are available in a range of sizes to accommodate all Housestaff Officers. Housestaff Officers are required to notify University Hospital in a timely manner of their correct size. Should the Housestaff Officer lose or misplace the safety lead, it will be the Housestaff Officer's responsibility to replace the safety lead. The safety lead is the property of University Hospital and shall remain at University Hospital upon the Housestaff Officer's graduation. Safety lead must be returned to University Hospital no later than the close of business on May 31st of the graduation year.

ARTICLE XII

PROFESSIONAL LIABILITY

University Hospital shall continue to provide professional liability coverage to all Housestaff Officers for services in the employ of University Hospital. (N.J.S.A. 18:64G-6.1h)

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

ARTICLE XIII

DISCIPLINARY ACTION

1. Housestaff Officers may be disciplined or discharged for cause. If a Grievance is filed regarding discipline or discharge the burden of proving just cause shall be upon University Hospital.

    a. Discipline shall mean: official written warning; written warning in lieu of suspension; suspension with or without pay or discharge from employment at University Hospital. Dismissal from service based upon a layoff or operational changes made by University Hospital shall not be construed to be discipline.

    b. Counseling, although in writing, is not to be punitive or considered discipline and shall not be placed in the Housestaff Officer's central personnel file. Counseling notices are a part of the performance improvement process and are an opportunity for the program to constructively discuss with a Housestaff Officer observations made about performance or behavior that is impacting productivity or workplace morale.

    c. University Hospital reserves the right to substitute a written warning in lieu of a suspension without pay and such substituted written warning shall be substituted for suspension in University Hospital's scheme of progressive discipline.

d. Any claim of unjust discipline against a Housestaff Officer shall be processed in accordance with the provisions of this article.

e. University Hospital may, in lieu of suspension, substitute a forfeiture of vacation days (or other benefit time except sick time) up to or equal to the same number of days of the suspension. This substitution may be done only with consent of the Union.

f. University Hospital may place a Housestaff Officer on administrative or investigatory leave under specific circumstances. Administrative leave may be imposed when serious misconduct is alleged, or where the House Staff officer's continued presence is alleged to jeopardize patient care, employee safety, or the safety of others. A copy of the administrative or investigatory leave letter provided to the Housestaff Officer shall be provided to the Union as soon as feasible, but no later than seventy-two (72) hours after being submitted to the Housestaff Officer.
    a. Administrative leave shall be unpaid for the first two (2) weeks; administrative leave shall be paid after the first two (2) weeks unless the Housestaff Officer does not cooperate with any investigation into the circumstances that occasioned the leave.
    b. Administrative leave or investigatory leave is not intended to replace any other leave to which a Housestaff Officer may be entitled under State or Federal Law or other leaves provided in this Agreement.
    c. If, following the conclusion of the investigation, it is determined that no suspension, written warning in lieu of suspension, or termination will be issued, then the employee shall be entitled to backpay for the period of time they were on Administrative Leave without pay.

2. The disciplinary notice shall be in writing and 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.

   If it is later determined that the Housestaff Officer was wrongfully removed from service, the Housestaff Officer shall be reinstated with full back pay less any other earnings from employment or any unemployment insurance paid, received, during the time of removal of service from University Hospital.

   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 hospital payroll until such time as the residency has been completed.

3. Appeals of disciplinary actions shall be presented to the Director of Labor Relations or his/her designee. Disciplinary action appeals shall be filed within twenty-one (21) calendar days of receipt of the written charges and disciplinary penalty. A hearing must be held within twenty- eight (28) calendar days of receipt of the appeal. Housestaff officers shall have the right to have a CIR representative assist him/her at the hearing. The Director of Labor Relations, or designee, shall issue a decision within fourteen (14) calendar days of the hearing.

4. CIR may appeal in writing the decision by the Director of Labor Relations or his or her designee to PERC for arbitration, if the discipline is a suspension; a written warning in lieu of suspension for more than three (3) days; or dismissal from service by filing a written demand for Arbitration within twenty-one (21) calendar days of receipt of the written decision.

5. The fees and expenses of the Arbitrator and the recording of the procedure shall be divided equally between the parties. Any other costs shall be borne by the party incurring the cost. The remedy in disciplinary actions will be limited to back pay and/or reinstatement to the Housestaff Officer's position. 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.

6. Expedited Arbitration. Should either party assert that the grievance is barred or waived by the grieving party's failure to follow procedures or adhere to the time limits specified in this Article, the party shall file a separate Demand for Expedited Arbitration with the New Jersey Board of Mediation. The filing of a Demand for Expedited Arbitration based upon an alleged failure to follow procedures or adhere to time limits shall be made within 15 calendar days of receipt of the written decision from the hearing officer or Director of Labor Relations. The parties shall agree upon a list of 10 arbitrators from the Board's Panel of Arbitrators from which an arbitrator will be selected to hear expedited cases.

   Upon receipt of a request for Expedited Arbitration, the Board of Mediation shall submit simultaneously via email to the parties an identical list of seven names from the list of 10 arbitrators who are available for hearing within two months from the date upon which the strike list is due from the parties. Each party shall strike no more than three names from the list that it deems unacceptable and return the list to the Board within 10 working days of receipt.

   Within five working days of being appointed, the Arbitrator shall provide the parties with available dates and the parties shall respond with their availability within five working days of notice of the hearing dates. The hearing shall be completed within one day. However, in unusual circumstances and for good cause, the arbitrator may schedule an additional hearing to be held within 14 days.

   Summations shall be in writing, unless otherwise agreed to by the parties. Summations shall be due 14 calendar days from the date of the close of the hearing. An award shall be issued in writing by the arbitrator within 14 calendar days of the submission of the summation briefs.

7. The parties shall adhere to the following procedural rules during the implementation of this Article.

   a. Time limits provided for in this Article may be extended by written mutual agreement of the parties at the level involved.

   b. Where criminal charges are initiated, the right of a Housestaff Officer to representation by his attorney shall not be violated and the Housestaff Officer shall retain all legal rights against self-incrimination.

   c. A Housestaff Officer shall not be disciplined for acts, except those which would constitute a crime, which occur more than one year prior to the service of the notice of discipline,

or three months after the Hospital had notice of the acts. The Housestaff Officer's whole record of employment, however, may be considered with respect to the appropriateness of the penalty to be imposed.

ARTICLE XIV

GRIEVANCE PROCEDURE

A. Purpose

1. 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.

2. It is agreed that the individual HSO is entitled to utilize this grievance procedure and to have Union representation in accordance with the provisions thereof. He/She shall not be coerced, intimidated or suffer any reprisals as a direct or indirect result of its use.

3. Matters pertaining to non-reappointment shall be grievable under this Agreement only upon the basis of claimed violations involving discriminatory treatment in violation of Article II, Discrimination, or Article VII, Individual Contracts.

B. Definition

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

1. A breach, misinterpretation or improper application of the terms of this Agreement; or

2. A claimed violation, misinterpretation, or misapplication of the rules or regulations, existing policy, or orders of University Hospital affecting the terms and conditions of employment of Housestaff Officers.

C. Preliminary Informal Procedure

The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance and encourage open communication between University Hospital and the Housestaff Officer so that resorting to the formal grievance procedure will not normally be necessary.

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

Informal discussion shall not serve to extend the time within which a grievance must be filed, unless such is agreed to in writing by the Director of Labor Relations.

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

D. Formal Steps

Step One

If the grievance is not informally resolved, the CIR must file a written request for review with the Director of Labor Relations within twenty-one (21) calendar days after the date on which the act(s), which is the subject of the grievance, occurred, or twenty-one (21) calendar days from the date on which the individual Housestaff Officer should reasonably have known of its occurrence.

The Director of Labor Relations, or his/her designee, shall review the grievance and, where he or she deems it appropriate, witnesses may be heard and cross examined, and pertinent records received. The hearing shall be held within twenty-eight (28) calendar days of receipt of the grievance, and the decision shall be rendered in writing to the Union within fourteen (14) calendar days following the conclusion of the hearing.

Should no hearing be held within the prescribed time, or should no decision be made within the prescribed time or should the decision reject the Union's grievance, the grievance may be submitted to Arbitration.

The subject matter of each Grievance shall be considered individually. When an individual Grievance is decided at Step I, the resolution or decision of that Grievance shall not constitute a precedent in any arbitration or other proceeding unless agreed to in writing by the Hospital and Union. However, this shall not preclude either party from introducing relevant evidence, including the resolution of the individual Grievance, as prior conduct of each party.

Step Two

1. CIR may appeal in writing the Director of Labor Relations' decision by filing a written demand for Arbitration with the New Jersey Public Employment Relations Commission within twenty-one (21) calendar days of receipt of the written decision. However, should the Hospital assert during Step One of the grievance procedure that the grievance is barred or waived by CIR's failure to follow procedures or adhere to the time limits specified in this Article, then CIR shall file for arbitration with the New Jersey Board of Mediation.

2. 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 hospital 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.

3. 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 and, if so, to determine an appropriate remedy. A matter involving an academic or medical judgment shall be one that relates to the Housestaff Officer's acquisition of medical knowledge as well as the development of the clinical skills necessary to function as a Podiatrist. The fees and expenses of the arbitrator and recording of the procedure shall be divided equally between the parties. Any other cost of this proceeding shall be borne by the party incurring the cost.

4. Upon receipt of the arbitrator's award, corrective action, if any will be implemented as soon as practical, but in any event no later than thirty (30) calendar days after the receipt of the arbitrator's award, unless a party challenges the award within thirty (30) days. In the event such legal remedy is pursued, corrective action will be implemented no later than thirty (30) calendar days after final resolution by the courts.

5. Expedited Arbitration. Should either party assert that the grievance is barred or waived by the grieving party's failure to follow procedures or adhere to the time limits specified in this Article, the party shall file a separate Demand for Expedited Arbitration with the New Jersey Board of Mediation. The filing of a Demand for Expedited Arbitration based upon an alleged failure to follow procedures or adhere to time limits shall be made within 15 calendar days of receipt of the written decision from the Director of Labor Relations. The parties shall agree upon a list of 10 arbitrators from the Board's Panel of Arbitrators from which an arbitrator will be selected solely to hear expedited cases regarding a claim that the grievance is barred or waived.

   Upon receipt of a request for Expedited Arbitration, the Board of Mediation shall submit simultaneously via email to the parties an identical list of seven names from the list of 10 arbitrators who are available for hearing within two months from the date upon which the strike list is due from the parties. Each party shall strike no more than three names from the list that it deems unacceptable and return the list to the Board within 10 working days of receipt.

   Within five working days of being appointed, the Arbitrator shall provide the parties with available dates and the parties shall respond with their availability within five working days of notice of the hearing dates. The hearing shall be completed within one day. However, in unusual circumstances and for good cause, the arbitrator may schedule an additional hearing to be held within 14 days.

   Summations shall be in writing, unless otherwise agreed to by the parties. Summations shall be due 14 calendar days from the date of the close of the hearing. An award shall be issued in writing by the arbitrator within 14 calendar days of the submission of the summation briefs.

E. Procedural Rules

1. Time limits provided for in this Article may be extended by written mutual agreement of the parties at the level involved.

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

3. If, at any Step in the grievance procedure, University Hospital'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.

4. Retroactivity for the correction of payroll errors shall not exceed two (2) years.

5. No adjustment of any grievance shall impose retroactivity beyond the date on which the grievance was initiated or the twenty-one (21) day period prior to the initiation of the grievance unless;

   (a) otherwise mutually agreed to in writing by both parties; or
   (b) CIR was unaware of the alleged violation and could not have reasonably been aware of the alleged violation upon which the grievance is based.

ARTICLE XV

DRUG AND ALCOHOL TESTING

1. The Hospital and the Union agree to maintain a safe, healthy and productive work environment for all employees, to provide thorough and effective patient care, to maintain the integrity and security of the workplace, and to perform all of these functions in a fashion consistent with our responsibilities to the communities which we serve. An employee who works or attends work under the influence of drugs or alcohol, or who refuses to take an alcohol/drug test when directed to do so pursuant to this Article, shall therefore be subject to disciplinary action up to and including termination.

2. Pursuant to these goals, employees will be required to undergo an alcohol/drug screening test in each of the following instances:

   A. When the Hospital has reasonable suspicion, based upon the behavior or demeanor of an employee, to believe that the employee's ability to perform their job duties is impaired;

   B. After an on-duty accident if there is reasonable suspicion by management that impairment may have contributed to the accident and there was injury to anyone requiring medical treatment or lost time from work or property damage of over $500; and

   C. When any applicable federal or state law requires.

Reasonable suspicion assessments referenced in this Section shall only be made by supervisory or managerial employees that have been trained to identify the behaviors associated with impairment based on drug or alcohol use. If requested by the Union within 7 days of the drug or alcohol testing, the Hospital shall, within 7 days of receipt of such written request, provide a written explanation to the employee and Union describing the basis for the reasonable suspicion finding by management.

3. It is understood and agreed that the Hospital's failure to require an alcohol or drug screen in any individual circumstance shall not constitute a waiver of the Hospital's right to require such a screen in other circumstances. An employee required to submit to a drug/alcohol screening test under this policy shall report to the test site promptly upon being requested to do so and shall execute all necessary consent forms required.

4. Employee will be transported for testing, if necessary, by car service or other reasonable means of transportation, as determined by management. If requested by the employee, a CIR representative can accompany the employee to the testing site, so long as the CIR representative is available and does not cause an unreasonable delay in getting the employee to the testing site. Employees will be paid for the duration of their scheduled day or shift.

5. All drug and alcohol testing shall be conducted only by a certified laboratory. The Hospital will request split specimen testing for all drug and alcohol tests pursuant to this Article. The laboratory's inability to perform a split specimen test based on an insufficient sample shall have no effect on the Hospital's ability to take disciplinary action. Screening shall test for presence of alcohol, amphetamines, THC, cocaine, opiates, phencyclidine, barbiturates, benzodiazepines, methaqualone, methadone, propoxyphene, hallucinogens, inhalants, anabolic steroids, hydrocodone and MDMA. Should a Housestaff Officer test positive for any of the substances identified in this Section, they shall be given a reasonable opportunity to provide evidence that the substance was prescribed by a medical practitioner. However, the Housestaff Officer shall not be required to disclose the medical reason for which the substance has been prescribed.

6. The Hospital shall provide an opportunity for assistance to employees having a drug/alcohol problem that the employee voluntarily discloses. Any employee that voluntarily discloses a drug/alcohol dependency problem to the Hospital, prior to notification that a screening test is to be administered, shall be provided an unpaid leave of absence for drug/alcohol rehabilitation. Upon proof of successful completion of a rehabilitation program, the Hospital will reinstate the employee to an equivalent position in the same job title and at the same base pay as the position held by the employee prior to the leave of absence. Upon being reinstated, the employee shall be subject to random drug/alcohol screening for a period of two (2) years from the date of reinstatement. Should such employee subsequently test positive to a drug/alcohol screening test, the employee may be terminated, at the Hospital's sole discretion. The provisions of this Section shall be subject to the following:

   a. No employee may utilize the provisions providing for the opportunity for assistance, as set forth above, more than once during their employment with the Hospital, unless required by applicable law;

   b. The fact that an employee voluntarily discloses a drug/alcohol dependency problem to

the Hospital does not preclude the Hospital from disciplining the employee for events that led up to the voluntary disclosure if the employee's actions were in violation of Hospital rules, policies or procedures. Any such disciplinary actions shall remain subject to the Disciplinary Action clause of this Agreement;

c. Any leave pursuant to this Section shall run concurrently with FMLA Leave, if applicable;

d. The maximum length of any leave of absence that will be provided to any employee under this Section shall be six (6) months, except where the employee is using their own accrued leave time beyond the six (6) month period. Any employee still unable to return to work after this period of leave may be terminated by the Hospital;

e. An employee that is on a leave of absence pursuant to this Section shall provide written documentation, which provides an update on their status of their ability to return to work, every 30 days following the first day of such leave of absence. The written documentation must be from the facility where the employee is receiving treatment/counseling for his or her drug/alcohol dependency problem. An employee that fails to timely provide this documentation shall be subject to termination.

ARTICLE XVI

CRIMINAL BACKGROUND CHECKS

1. The parties recognize that the ability of University Hospital to perform criminal background checks on HSOs is necessary to maintain the integrity of the Hospital and therefore the safety and the security of all its employees and patients and the community. Therefore, University Hospital may at its discretion perform criminal background checks on HSOs. Such criminal background checks shall be limited to a search to determine whether the Housestaff Officer was subject to a criminal arrest or conviction. When the background check is conducted, it shall be conducted consistent with the requirements of the law. Should an HSO refuse to allow University Hospital to perform a criminal background check, that HSO may be disciplined, up to and including termination. When a Housestaff Officer is asked to consent to a criminal background check, the request shall be in writing. CIR shall be provided with a copy of the criminal background consent form.

2. In the event that a criminal background check reveals any criminal conviction which had not been previously revealed to University Hospital, there shall be a meeting with University Hospital and the HSO to discuss an appropriate action.

3. Criminal background checks will be kept confidential to the extent practicable. If there is a negative report, the HSO will be notified as required by law.

4. It is understood that a Housestaff Officer is presumed innocent of any pending charges for which there are no final dispositions indicated on the record. The appearance of pending charges on a Housestaff Officer's record shall not alone form the basis of a disciplinary action against the Housestaff Officer. In addition, the appearance of criminal history information shall not be a basis to remove a Housestaff Officer from clinical duties unless the nature of the allegations are such

that, if true, the Housestaff Officer would present a danger to the safety of patients and staff.

5. If it is determined that a Housestaff Officer has a criminal history record, the Housestaff Officer shall be notified immediately in writing and given seven (7) business days to confirm or deny the accuracy of the information.

6. Any background check performed on a House Staff Officer shall not include a check on his or her personal finances or credit history.

ARTICLE XVII

INCLEMENT WEATHER EMERGENCIES

1. The President and CEO of the Hospital, or his/her designee, has the option, in his/her sole discretion, to declare an "Inclement Weather Emergency". The decision to declare an "Inclement Weather Emergency" will be announced on the Hospital's intranet page, on the Inclement Weather hotline, and/or by any other reasonable means of communication. Once so announced, it is presumed that all employees are aware of the determination. Announcements of closing or "state of emergency" by any federal, state or local governmental agency will not pertain to University Hospital. Employees will be assigned at the sole discretion of the Hospital as either:

    a. Category Red employees – those employees whose presence the Hospital has determined as necessary to the provision of safe, effective and efficient services.

    b. Category Blue employees – those employees whom the Hospital has determined may be absent for a limited period of time without impacting critical services to patients and the community.

2. The determination as to which Category employees are assigned shall be made by the applicable department, in the sole discretion of the department. Employees shall be advised of their assigned Category in writing, and will sign an acknowledgment of receipt of the assignment information. This acknowledgment will be forwarded to Human Resources by the department for inclusion in the employee's personnel file. If an employee is not so advised in writing, the employee shall default to Category Red. When the department deems it necessary to change the designation, it must advise the employee of the change and obtain a revised signed acknowledgement from the employee, which shall be promptly forwarded to Human Resources.

3. If the Hospital declares an Inclement Weather Emergency, Category Red employees who have been asked to stay an additional shift to ensure coverage during weather emergency will be provided with either extra call pay or compensatory time to be determined by residency director. If a Category Red employee does not come to work at all on a declared Inclement Weather Emergency, he/she will be salary deleted for the assigned shift missed and may also be subject to discipline at the discretion of residency director.

4. Category Red employees may not use Float Holiday time, Compensatory time, or Vacation time on any day that is declared an Inclement Weather Emergency, unless the time off was approved prior to the declaration. Category Blue employees will not report to work on a declared Inclement

Weather Emergency. Category Blue employees will utilize Float Holiday time or accrued vacation time in order to be paid for the shift not worked during an Inclement Weather Emergency, or they will be salary deleted if there is no such time available to them.

5. All Category Red staff that is on duty at the time when an Inclement Weather Emergency is declared must remain on duty until residency director authorizes the employee to leave.

6. The Hospital maintains the right to require a Category Blue employee to report to work if residency director determines they are needed in order to provide safe and effective patient care.

ARTICLE XVIII

UNION RIGHTS

A. Representation Lists

As soon as possible, but not later than ten days after the hire date , the Hospital shall make available to the Union a list of Housestaff Officers' names, addresses, emails, and PGY level.

B. Orientation of incoming HSO

The Union may supply membership packets which contain information for distribution to new employees, including the role of the Union, the membership application and a copy of this Agreement, as well as other material mutually agreed to by the Hospital and the Union. The Hospital agrees to allow the Union to distribute such membership packets to new employees during the initial phase of employment and to other employees when necessary. It is the responsibility of the Union to orient incoming HSO of their rights and responsibilities with regard to CIR, therefore, both parties agree that the CIR representative shall be allowed to meet with new employees during their orientation period for a minimum of 30 minutes at a time when they are not involved in training to explain the Union's responsibilities.

C. Bulletin Boards

1. University Hospital shall provide a glass-enclosed, locked bulletin board in a convenient place in general working areas on the Hospital's 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 University Hospital. The Union shall not post external 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 University Hospital 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 One or submitted to University Hospital's Office of Labor

Relations for determination.

D. Distribution of Literature

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

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

E. Access to Premises

1. The HSO/CIR representatives shall be admitted to all University Hospital facilities to meet with Housestaff Officers on Union business.

2. Requests for such visitation rights shall be directed reasonably in advance to University Hospital's Office of Labor Relations and shall include the purpose of the visit, and proposed time and date. Permission for such visits shall not be unreasonably withheld.

3. Provided the visitations do not interfere with or disrupt the normal operations of University Hospital or violate any security restrictions, representatives of the Union may use the podiatric conference room or designated areas only, to meet to transact official business with the permission of the Residency Program Director.

ARTICLE XIX

ACCESS TO PERSONNEL FILES

A. An employee who makes a written request to the Residency Program Director to examine his/her central personnel file shall be granted the opportunity to do so within a reasonable period which shall be five (5) days except where circumstances as to the location and/or work schedule of the employee make that time period impractical. University Hospital shall honor the employee's request for a copy of documents in the file.

B. University Hospital shall have the right to have such review and examination take place in the presence of a designated representative of University Hospital or department in question. The employee may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse to him/her. Such response will be included in his/her permanent personnel file and will be attached and retained with the document in question. If any material, derogatory or adverse to the employee, is placed in the file in question, a copy of such material shall be sent to the employee within two weeks.

ARTICLE XX

ON-CALL ROOMS, AND LOCKERS

A. ON-CALL ROOMS

University Hospital shall provide and maintain adequate on-call rooms for use by Housestaff Officers while on duty. All on-call rooms will be maintained in accordance with reasonable health and sanitation standards. University Hospital will make a reasonable effort not to require Housestaff Officers of different sexes to use the same on-call room, at the same time. Where on-call rooms are equipped with locks, the assigned Housestaff Officer will be given a key for the time of the room assignment. When on-call rooms are being repaired or facility construction renders them uninhabitable, the Hospital shall provide reasonable notice to the Union and identify comparable alternate rooms.

B. LOCKERS

In University Hospital owned and operated facilities, University Hospital shall provide each Housestaff Officer with access to a secured locker for their personal belongings. The Residency Program Director and/or University Hospital Office of Labor Relations shall strongly encourage the other institutions which the Housestaff rotate through, to supply a secured locker to each Housestaff Officer.

C. LACTATION ROOMS

University Hospital will designate a private lactation room for HSO's. This room does not have to be specific to Podiatric HSOs. It can be used by other UH employees. There should also be a reasonable effort to recommend to affiliated hospitals to establish lactation rooms as well.

ARTICLE XXI

PARKING

All Housestaff Officers will pay parking fees based on the following schedule: Salaries from $50,000 -

$59,999, the rates will be .002 of annual salary

$60,000 - $69,999, the rates will be .0022 of annual salary
$70,000 - $79,999, the rates will be .0024 of annual salary
$80,000-$89,999, the rates will be .0026 of annual salary

ARTICLE XXII

SAFETY

Whenever an employee observes a condition which he or she feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, the employee shall report such observations to the Residency Program Director and to University Hospital's

Environmental Health and Safety Department.

No employee shall be required to work under conditions where there has been a determination on a reasonable basis of fact, that a hazard exists which endangers the employee. Such employee may be promptly assigned on an interim basis to another location doing comparable work which the employee is qualified to perform.

University Hospital will meet with the Union, on an as needed basis or in cases of emergency. On an as needed basis, the Union may submit in writing a request to discuss employment-related health and safety problems. The Union will provide a written statement, one week in advance, of the proposed agenda for said meeting. The Union's request shall not be unreasonably denied. University Hospital's representatives will include those authorized to address the particular area at issue. In cases of emergency, the Union shall contact Labor Relations to set up a meeting to discuss the concern.

It is understood that references to safety and health hazards and conditions of work referred to in this Article are not intended to include those hazards and risks which are ordinary characteristics of the work or are reasonably associated with the performance of an employee's responsibilities and duties. However, this is not intended to eliminate University Hospital's general obligation for the safety and health of such employees as set forth in other provisions of this Article.

The provisions of this Article shall be grievable under Section B 2 Article XIV.

ARTICLE XXIII

CONFERENCE REIMBURSEMENT

As HSO are representing University Hospital when they present at conferences, it is in the interest of University Hospital to support the scholarly pursuits of its employees. To that end, all Housestaff Officers who are presenting at a conference, shall be entitled to reimbursement for expenses related to said presentation. It is understood that related expenses be consistent with University Hospital's travel reimbursement policy and shall include but not be limited to travel, materials, registration fees, lodging and food. Reimbursement for additional related fees shall be subject to approval by the Residency Program Director.

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

All requests for presentation reimbursement must be submitted at least 1 month prior to the presentation. Requests shall not be unreasonably denied. The Residency Program Director and Department Chair make the final and binding decision.

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

If the Housestaff Officer does not receive reimbursement within 45 working days from the date his or her complete submission of receipts for expenses, the Residency Program Director and the Chief Medical Officer shall be notified for follow up.

ARTICLE XXIV

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 University Hospital. This does not cover APMLE.

B. University Hospital will provide BCLS and ACLS courses and re-certification courses at no cost to the Housestaff Officer as required as part of their training.

C. The Program will pay costs associated with required background checks, such as fees for fingerprinting.

ARTICLE XXV

MISCELLANEOUS:

Business Cards

University Hospital 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

A. The Podiatric Residents office and on call room in University Hospital owned facilities shall be equipped with computers with access to the Internet, access to on-line resources, hospital EMR and relevant systems.

B. The parties recognize the need to maintain CPME accreditation, in order to continue the Podiatry Residency Program. To this end, University Hospital will provide library access to Podiatry Residents in accordance with the CPME 320 Standards and Requirements Section 2.2

"The sponsoring institution shall afford the Resident ready access to adequate library resources, including a diverse collection of current podiatric and non-podiatric medical texts and other pertinent reference resources (i.e., journals and audiovisual materials/instructional media). Library resources should be located on site or within close geographic proximity to the institution (s) at which the Resident is afforded training."

Library services must include the electronic retrieval of information from the medical database.

University Hospital will purchase individual subscriptions to UpToDate for each Housestaff Officer for the duration of this agreement.

University Hospital will purchase one hard copy subscription from each of the following Journals that can be used by the Podiatric Department:

- Journal of Bone and Joint
- Journal of Orthopaedic Trauma
- Journal of Diabetes and its complication
- New England Journal of Medicine
- Journal of Pediatric Orthopaedics

This paragraph will sunset when library access is re-established.

ARTICLE XXVI

SUCCESSORSHIP

University Hospital 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 University Hospital of its Podiatry Residency Program. This shall include any and all instances in which University Hospital and an affiliate terminate an affiliation.

ARTICLE XXVII

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. All other provisions or applications shall continue in full force and effect. In the event of the above aforementioned 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 XXVIII

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 University Hospital or 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 University Hospital 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 XXIX

PRINTING OF AGREEMENT

All Union contracts are on University Hospital's website, Human Resources/Labor Relations page.

ARTICLE XXX

TERM OF AGREEMENT AND RENEWAL

This agreement shall remain in full force and effect from the date of execution thereof through October 31, 2027. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing no later than August 1, 2027 or February 1 of any subsequent year for which this Agreement was automatically renewed. Official notice to University Hospital shall be made by addressing the Chief Human Resource Officer and notice to the CIR shall be made by addressing the University Hospital Union Representative.

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

University Hospital

Eva M. Serruto, Esq.
Director of Labor Relations

Date: 4/28/25

Ed Jimenez
President and CEO

Date: 4/25/25

Committee of Interns & Residents

Susan Naranjo
Executive Director

Date: 4/9/2025

Andreina Granado

Andreina Granado
CIR Negotiations and
Grievance Coordinator

Date: 4/9/2025



Committee of Interns & Residents/SEIU

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