



Collective Bargaining Agreement

Between

Jersey City Medical Center

and the

Committee of Interns and Residents/SEIU

July 1st, 2021 – July 30th, 2022

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 18,000 resident physicians in New York, New Jersey, Washington D.C., Florida, Massachusetts, California, and New Mexico. Collective bargaining agreements cover 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 Jersey City 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!

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Agreement made as of the ____ day of __ and entered into, by and between the JERSEY CITY MEDICAL CENTER (hereinafter referred to as the "Medical Center") and the COMMITTEE OF INTERNS AND RESIDENTS/SEIU (hereinafter referred to as the "CIR") for the twenty-four (24) month period from July 1, 2019 to June 30, 2021.

NON-DISCRIMINATION: Neither the Employer nor the Union shall discriminate against or in favor of any Employee on account of race, color, religion, national origin, political belief, sex, age, disability or genetics.

I. RECOGNITION

1. The Medical Center recognizes the CIR as the sole and exclusive collective bargaining representative of all Resident Physicians including Fellows, Interns, Dental Residents, and Chief Residents employed by the Medical Center at Jersey City Medical Center (hereinafter referred to as the "Medical Center") and wherever assigned. Persons *in* such titles are hereinafter collectively referred to as "Housestaff Officers."

2. It is not the intention of the Medical Center or Medical Board to utilize volunteers to undermine the rights of Housestaff Officers covered by this Agreement.

3. Each Housestaff Officer recognizes his/her responsibility to provide the best quality medical care on a continuous basis. All Housestaff Officers are required to deliver health care services in accordance with established medical standards at the Medical Center.

PATIENT SAFETY

II. MALPRACTICE INDEMNIFICATION

- a. The Medical Center will maintain professional liability insurance either through self-insurance or a commercial insurance policy at its option covering the Medical Center and all Housestaff Officers so as to provide all Housestaff Officers with minimum limits of no less than \$1,000,000 for each incident and \$3,000,000 in the annual aggregate. The Medical Center's professional liability insurance must include protection for Housestaff officers against awards or claims reported or filed after the completion of their residency program, if the alleged acts or omissions of the Housestaff Officer are within the scope of the program for the period of time set forth herein. Such professional liability insurance shall be either an "occurrence" policy or a "claims-made" policy with an extended reporting endorsement which shall be paid for by the Medical Center.

Information regarding the limits of liability, terms and conditions of the extended reporting endorsement shall be provided to the Housestaff Officer at the completion of the residency service at the Medical Center.

- b. Each Housestaff Officer, while on an outside rotation at a different facility, shall be protected from professional liability claims and lawsuits by the Medical Center's professional liability insurance provided that such facility is affiliated with the Medical Center and the claim or lawsuit arises from acts or omissions within the scope of his/her employment. The level of coverage provided to Housestaff Officers while on an outside rotation shall be the same as the coverage provided while at the Medical Center.
- c. The foregoing is conditioned upon each of the following:
 - (a) Housestaff Officers shall promptly forward to the Medical Center all summons or notices of whatsoever nature, pertaining to claims received or served upon them or each of them.
 - (b) Housestaff Officers shall cooperate fully with the Medical Center, its insurance company and defense counsel in investigating, adjusting, settling or defending each claim, action or proceeding.
 - (c) The defense of all claims, actions and proceedings within the purview of this Article shall be conducted by the Medical Center and the counsel of its choosing. The Medical Center shall designate and provide counsel to appear and defend such actions and proceedings on behalf of the Housestaff Officers.
 - (d) No settlement shall be made without the approval of the Medical Center.
- d. The Medical Center will on a yearly basis provide every Housestaff Officer in their employ with a certificate of coverage upon their request.
- e. Upon request, the Medical Center shall provide CIR/SEIU with a copy of the professional liability insurance coverage applicable to the Housestaff Officers or, in the case of self-insurance, a copy of the Trust Agreement along with any amendments, actuary's report, a statement on the level of funding, and any other documents that might be reasonably associated with the self-insurance trust fund.
- f. The Medical Center will notify CIR/SEIU, in advance, of any notice of cancellation, or lapse in professional liability insurance coverage applicable to the Housestaff Officers or, in the case of self-insurance, any meaningful amendments to the Trust Agreement or change in the level of funding or coverage.

III. AVAILABILITY TOPROVIDESERVICE

a. **Absenteeism:** In order to provide quality patient care, and ensure patient, staff and family needs are met at all times, Employees need to work their scheduled shift. The Medical Center provides certain paid time off, addressed below, in order to facilitate work/life balance. Excessive absences, patterned absences and unscheduled absences are understood to be 3 or more unscheduled PTO days. Violations are covered by the Medical Center's Absence and Disciplinary policies.

b. **NoStrike-NoLockout**

Neither the CIR nor any Housestaff Officer will, directly or indirectly, cause, engage, or participate in any strike, work stoppage, work interruption, slowdown, walkout or other job action against the Medical Center during the life of this Agreement. The Medical Center shall not directly or indirectly cause, engage or participate in any lockout during the life of this Agreement.

- i. In the event of an alleged breach of Article III b No Strike – No Lockout, either CIR or the Employer may, in addition to exercising any or all other legal rights, invoke the expedited arbitration procedure provided in this section for the resolution of said breach. Any claim of a breach of Article III b shall be asserted by notice in writing, either by certified mail, telegram, electronic mail or by fax, given to the other party with a copy to the person designated as permanent arbitrator. The arbitrator shall hold a hearing as expeditiously as possible, but in no event later than 24 hours after receipt of said notice. The decision of the arbitrator shall issue forthwith, and in no event later than three hours after the conclusion of the hearing, unless the grieving party agrees to waive this time limitation with respect to all or part of the relief suggested.
- ii. The arbitrators appointed for the purpose of this expedited arbitration procedure set forth in Section (1) above are Joel M. Weisblatt, James W. Mastriani and Gerard G. Restaino, and the first available arbitrator shall hear the matter.
- iii. No continuance of the hearing shall be allowed without consent of the party filing the claim. Absence from or non-participation in the hearing by any party shall not prevent the issuance of the award. The sole issue of the said hearing shall be whether the provisions of Article III b have been violated. The arbitrator may close the hearing in his/her sole discretion when he/she decided he/she has heard sufficient evidence to satisfy

issuance of an award. The decision of the arbitrator shall be final and binding on the parties.

- iv. In the event an arbitrator finds a violation of Article III b of the agreement, he/she as part of his/her decision specifically orders that all normal operations be resumed at once, and that any offenders cease and desist from any then current, continued or prospective violations of Article III b of the agreement. The arbitrator shall have no authority to add to, subtract from or modify this agreement.
- v. All costs for the services for the arbitrator designated herein or for any other person selected pursuant to the aforementioned procedure and costs related to holding the arbitration shall be borne equally by the parties.

IV. HEALTH & SAFETY

The Medical Center is committed to maintaining a safe and healthful working environment and continuing its compliance in meeting the regulations and guidelines established by the Center for Disease Control, the appropriate Specialty Medical Centers and the Occupational Safety and Health Administration.

Concerns related to health and safety laws and regulations, inclusive of uniforms and/or supplies, should be brought to the attention of both CIR and the V.P., Clinical Services or the Medical Center's designee. The parties, or their designees, shall meet to resolve such matters in an informal manner. Failure by the parties to resolve such matters shall then be resolved through the Grievance and Arbitration procedure as prescribed in the Agreement.

V. MANAGEMENT RIGHTS

- a. The Employer hereby retains the right to manage and control its facilities and to hire, promote, transfer, schedule, assign duties and to discipline or discharge employees for just cause. The foregoing rights shall not be exercised unreasonably or arbitrarily.
- b. The Medical Center in accordance with applicable laws and regulations and subject to the terms and conditions set forth in this contract retains full jurisdiction and authority over matters of policy, to maintain the efficiency of Medical Center operation and to determine the methods, hours, means and personnel by which such operations are to be conducted.

- c. The CIR on behalf of the employees agrees to cooperate with the Medical Center to attain and maintain full efficiency and maximum patient care. The Medical Center agrees to receive and consider constructive suggestions submitted by the CIR toward these objectives pursuant to any other clause herein included.

ENSURING CLINICAL EXCELLENCE'

VI. TRAVEL EXPENSE, TUITION REIMBURSEMENT AND PERIODICAL EXPENSE

- a. Effective 7/1 /2019, all Housestaff Officers are entitled to \$1600.00 per year for the purposes described below:
- b. All Housestaff Officers shall be entitled to reimbursement for books, journals, electronic database, educational software, USMLE Step III Exams/COMLEX exams, licensure fees, conference fees and medical equipment (digital stethoscopes for example). Conference fees shall be reimbursed in accordance with c) below. Medical equipment costs shall be reimbursed in accordance with e) below. The total reimbursement listed in this paragraph can be used in any combination (i.e., books, journals, electronic database, educational software, USMLE Step III Exams/COMPLEX licensure fees, and conference fees). Documentation is required for reimbursement. Requests shall not be unreasonably denied.
- c. All Housestaff Officers are required to submit conference requests to the Program Director for approval. The subject of the conference must be relevant to the training program of the Housestaff Officer requesting attendance to the conference. The Program Directors final approval of attendance will be subject to scheduling priorities and availability of coverage. Requests shall not be unreasonably denied.
- d. It is further agreed that this benefit is extended to include Medical Center Review Courses. Entitlement of this benefit shall be extended to August 31 for Housestaff Officers who have completed their residency and/or fellowship program and have submitted documentation of registration and received approval from their Program Director for attendance at a Medical Center Review Course.

Registration and approval must be obtained prior to completion of program.

- e. All Housestaff Officers are required to submit medical equipment cost reimbursement requests to the Program Director for approval. The

medical equipment in question must be relevant to the work and/or training of the Housestaff Officer requesting reimbursement.

- f. JCMC and CIR recognize the value of technology in providing safe patient care. With this in mind, JCMC will provide all Housestaff Officers electronic tablets (understood to be an iPad or similar device). These will be the property of JCMC and shall be returned on completion of the Housestaff Officer's residency training, therefore this expense shall not come out of the \$1600 annual allowance.
- g. JCMC shall pay for the cost of any electronic apps recognized as useful to work and training of Housestaff Officers. Approval of electronic apps will be at the discretion of the Program Director.
- h. CIR and JCMC will agree on a policy covering potential theft and damage to the tablets.
- i. Publishing: Once each July 1st fiscal year, residents shall be eligible for reimbursement not to exceed \$500 for approved publications, providing the residents most recent in service training exam score is above fifty percent and for the prior twelve months, the resident has attended in excess of eighty percent of all required conference and morning reports.
- j. Review Course: Residents shall be eligible for a one time reimbursement for a Board Certification Exam preparation course approved by the Program Director, not to exceed \$ 1,150. Reimbursement does not include any travel, lodging, or other expenses that may be incurred. The Board Certification Exam preparation course reimbursement is in addition to other reimbursement in this article.

VII MEDICAL/DENTAL STAFF REPRESENTATION

Two delegates of the Housestaff shall participate on the Medical/Dental Staff, one of whom shall be one of the CIR delegates, and the other chosen by a vote of the Housestaff. The CIR representative shall also serve as an ex-officio member of the Executive Committee of the Medical/Dental Staff.

- a. The Medical/Dental Staff shall maintain the Housestaff Committee as a standing Committee meeting regularly; the primary concern of which shall be medical education, internship and residency programs, and medical policy matters directly affecting Housestaff Officers.
- b. Said Committee shall regularly consist of no more than twelve (12) members, including the CIR delegates. In the event that a grievance shall be submitted to it pursuant to Article VIII, Section I(d), its

membership shall be expanded for the purpose of the hearing and resolution of such grievance by two additional Housestaff Officer selected by the Housestaff.

The Secretary to the Medical/Dental Staff shall forward to the CIR the names of the Medical/Dental Staff members comprising the Housestaff committee within five (5) days of a written request from the CIR.

- c. The Medical Center will notify the CIR of the dates of inspection by The Joint Commission or Stiftelsen Det Norske Veritas(DNV) and will make available to the CIR delegate(s) or representatives on the Medical/Dental Staff. The Joint Commission or DNV report which is presented to the Medical/Dental Staff.
- d. The implementation of these provisions is subject to the approval of the Medical Center and the Medical/Dental Staff. The failure of the Medical Center to implement the provisions of this Article, in part or in whole, shall allow the CIR to reopen this agreement with respect to Articles XVI and XV, and with respect to any other matters associated with Medical/Dental Staff jurisdiction and/or concern. Failure of the Medical Center and the CIR to determine whether particular demands are related to the absence of Medical/Dental Staff membership and within the terms of the reopener shall be submitted directly to arbitration for final resolution under the procedures set forth at Article XV, Section 2 of this Agreement.

VIII. GRIEVANCE PROCEDURE

- 1. The term "grievance" shall mean:
 - a. A dispute concerning the application or interpretation of the terms of this collective bargaining agreement.
 - b. A claimed violation, misinterpretation, or misapplication of the rules or regulations, authorized existing policy or orders of the Medical Center affecting the terms and conditions of employment and training program.
 - c. A claimed regular or recurrent assignment of Housestaff Officers to duties which are not clearly within the confines of their job specifications;
 - d. A question regarding the non-renewal of the appointment of a Housestaff Officer

2. Step I

The Housestaff Officer and/or the CIR shall present the grievance in writing to the Chief Medical Officer or Medical Center's designee no later than fifteen (15) working days after the date on which the grievance arose, except that a grievance brought under Section 1(d) shall be presented no later than fifteen (15) working days after the date on which written notice of non-renewal is received. The individual to whom the grievance is presented shall take such steps as necessary to reach a proper disposition of the grievance and shall reply in writing by the end of the tenth (10th) working day following the date of submission.

Step II

a. An appeal from unsatisfactory determination at Step I shall be presented in writing to the Vice President of Human Resources of the Medical Center or his/her designated representative who may meet with the Housestaff Officer and the CIR for review of the grievance, but shall in any event issue a determination in writing by the end of the tenth (10th) working day following the date on which the appeal was presented.

Step III

An appeal from an unsatisfactory determination at Step II (a) may be filed by the CIR with the American Arbitration Association (AAA) of New Jersey for impartial arbitration within fifteen (15) working days of the receipt of the Step II (a) decision. The CIR shall commence such arbitration by submitting a written request therefore to the American Arbitration Association (AAA) of New. A copy of the notice requesting impartial arbitration shall be forwarded to the Medical Center. The arbitration shall be conducted in accordance with the Rules of the American Arbitration Association. The costs and fees of such arbitration shall be borne equally by the CIR and the Medical Center except that each party shall be individually responsible for any costs of fees. The determination of the arbitrator shall be final and binding.

a. The Medical Center shall notify the CIR in writing of all grievances filed by Housestaff Officers and all decisions rendered thereon. The CIR shall have the right to have a representative present at any grievance meeting or Housestaff Committee hearing with at least forty-eight (48) hours notice of all such meetings and/or hearings.

b. The time limits prescribed at each step of this grievance procedure may be waived by mutual agreement.

c. A grievance may be initiated at any step of the process by mutual agreement.

d. The processing of a grievance at any step prior to arbitration may be waived by mutual agreement.

e. The grievance and arbitration procedure contained in this agreement shall be the exclusive remedy for the resolution of disputes defined as "grievances" herein. This shall not be interpreted to preclude either party from enforcing an arbitration award in court.

f. Housestaff Officers may be assisted at all stages of the procedures herein set forth in this Article by representatives of the CIR.

g. The Medical Center shall attempt in good faith to rearrange the schedules of Housestaff Officers involved with disciplinary proceedings to

participate in such proceedings in consideration with patient care needs.

IX. DISCIPLINARY AND ADVERSE ACTIONS

1. Definitions:

- a. "Disciplinary actions" are defined as written reprimands/warnings, suspensions and terminations.
- b. "Adverse actions" are not considered disciplinary and are limited to the decision to non-renew a Housestaff Officer's individual contract; to withhold residency credit; to not promote a Housestaff Officer to the next level of training; or to withhold permission to take the specialty board examination.

2. Adverse Action

- a. No adverse action shall be imposed without sufficient evidence. When the decision to take an adverse action is made, written notice of the adverse action and a description of the reasons for the adverse action shall be presented to the Housestaff Officer. The Housestaff Officer may appeal an adverse action by requesting in writing a hearing before the internal hearing committee within 10 working days after receipt of the written notice of the adverse action. Adverse actions may not be appealed to arbitration.
- b. Within 10 working days of receipt of the Housestaff Officer's request for a hearing, the Director of GME or the Medical Center's designee shall compose an ad hoc hearing committee. The hearing committee shall be comprised of three members. Two members shall be attending physicians appointed by the Director of Graduate Medical Education or the Medical Center's and one member shall be a Housestaff Officer appointed by CIR. No attending physician or resident physician from the same department shall be appointed to the committee. A hearing shall be held within 15

working days of the appointment of a hearing committee, unless the parties agree to a later date in writing.

c. If a hearing is requested, the committee shall hear and evaluate all data presented by the Medical Center related to the adverse action and shall give the House staff Officer a full and unimpaired right to present evidence related to their performance in the program, including the right to present witnesses. The Housestaff Officer shall have the right to have CIR represent him or her at the hearing. After presentation of the evidence, the committee shall meet in closed session to consider the evidence and the adverse action. The committee shall have the authority to accept, reject or modify the proposed adverse action, and shall issue written decision within 10 working days after the conclusion of the hearing.

d. The decision of the hearing committee regarding the adverse action shall be final and binding and shall not be subject to arbitration.

3. Disciplinary Action

a. There shall be no disciplinary action imposed against any Housestaff Officer except for just cause.

b. When disciplinary action is decided, written notice of said discipline and reason for said discipline shall be presented to the Housestaff Officer and subsequently transmitted to CIR within 5 working days. It is understood that a Housestaff Officer may be reassigned to non-clinical duties with pay by a Director of Service or appropriate administrative official of the Medical Center without a hearing only where his/her continued presence poses a risk to the health and safety of patients and/or Medical

Center staff.

- c. The Medical Center will provide Housestaff Officers with reasonable time off to defend themselves in disciplinary hearings. Time off will be subject to the staffing needs of the hospital.
- d. CIR may, within 15working days after receipt of the written notice and disciplinary action, submit the dispute to final and binding arbitration pursuant to the Voluntary Labor Arbitration Rules of the American Arbitration. The parties shall bear equally the fees and expenses of the arbitrator.
- e. In lieu of arbitration, a Housestaff Officer may appeal a disciplinary action to an internal hearing committee. Should a Housestaff Officer choose to submit the disciplinary action to the internal hearing committee, he or she may not submit the matter to arbitration. If the Housestaff Officer wishes to appeal to an internal hearing committee, a request must be sent to the Director of Graduate Medical Education or the Medical Center's designee within 15working days of receipt of the written charges and proposed disciplinary action. The matter shall then be heard pursuant to the internal hearing committee procedures described in Sections 2 (b-d) of this Article.

X. EVALUATIONS, REMEDIATION AND PROBATION

- a. The parties agree that timely evaluation is essential to quality training. Evaluations should be completed within 30 days of the end of a rotation. The evaluation should be provided to the Housestaff Officer. There should be a place on the evaluation form for the Housestaff Officer's signature - signifying only that the resident has seen the evaluation, not that they agree with it. A Housestaff Officer has the right to attach written commentary to the evaluation that is placed in his/her file.
- b. Disputing an evaluation -A Housestaff Officer may dispute an evaluation by writing a letter to the program director within 30 days of the resident receiving the evaluation. If after 14 days the resident is not satisfied with the action taken, the resident can request a meeting with the Director of GME or the Medical Center's designee.
- c. Remediation -Where remediation is appropriate, it is the program's responsibility to advise a Housestaff Officer in a timely fashion that his/her performance is substandard and to make clear (verbally and in writing) what specific aspects of the Housestaff Officer's performance is in need of improvement. A reasonable timetable with specific goals should be established. Remediation plans must be discussed with the resident for his/her input and, after consultation with the Housestaff Officer, may include the assignment of a mentor. A remediation plan is an educational tool to assist the resident in meeting performance standards.
- d. Probation -- If a Housestaff Officer is placed on probation for not successfully completing remediation, or for any other reason, that action must be in writing and include: a summary of the reasons for action, the area(s) of

performance to be improved, a summary of the criteria for judging adequate improvement, and a date upon which the probation will be reviewed.

Probation cannot be imposed until the Housestaff Officer has received notice either in person or to his/her home mailing address on file.

Disputing Probation --

- i. To dispute probation, a Housestaff Officer must, within 7 days of receipt of the probation notice, submit a written request to meet with the program director or the Medical Center's designee. Within 7 days of that meeting, the program director must make a final decision on the probation appeal.
- ii. The Housestaff Officer may appeal the program director's decision by filing a written request, within 7 days of the notice of a decision, to meet with the GME Director or the Medical Center's. The Housestaff Officer may bring a CIR representative and any relevant witnesses to this meeting. The GME Director or the Medical Center's designee must issue a written decision with a fair summary of the reasons within 7 days of the meeting.
- iii. The process of disputing probation must take no longer than 28 days. The meeting with the program director can be waived if a request is submitted in writing to the Director of GME or the Medical Center's designee within 7 days of receipt of notice of probation.

PATIENT ENGAGEMENT

XI. CONDUCT COMPLIES WITH MISSION AND VALUES

The Code of Conduct attached hereto as Attachment A shall govern all Employees. If the Medical Center amends or alters the Code of Conduct during the Course of the Agreement, the new Code shall apply Hospital-wide to all Employees, represented and non-represented.

The Union and the Medical Center agree that the Mission and Values attached hereto as Attachment A shall define the mission of the Medical Center, and the terms of this Agreement shall be interpreted in the light most favorable to effecting the Mission and Values. The Parties understand and agree that neither the code of conduct or

the Mission and Values supersede the CIR collective bargaining agreement in any way.

XII. UNIFORMS

1. Except as otherwise hereinafter provided, the Medical Center shall provide to each Housestaff Officer: Three (3) serviceable laboratory coats each year.

2. In the event that the Medical Center fails to provide laboratory coats under Section 1 above, after a reasonable period of time the Union may file a grievance regarding the failure to provide such uniforms. If after the grievance process is exhausted and there is no commitment by the Medical Center to supply these uniforms, the Housestaff Officers may purchase laboratory coats and be reimbursed for the reasonable costs of such coats

3. Effective July 1 of each contract year, or as soon after as possible, the Medical Center shall provide all Housestaff Officers with four (4) scrub-suits, with the exception of OB/GYN. Housestaff Officers in the OB/GYN department will, at all times, have a minimum of 2 credits to use in the scrub-suit dispenser.

XIII. WORK HOURS, ON-CALL SCHEDULE AND QUARTERS

1. Except in cases of emergency, no Housestaff Officer shall be required to perform on-call duty more than one night in three. An emergency shall be defined to include natural disaster, civil emergency and other unanticipated and extraordinary circumstances which would create an immediate and urgent increase in the need for services provided by a given department or service. The Medical Center will adhere to the ACGME guidelines on resident duty hours, until state and/or federal law supersede them.
 - a. The Medical Center shall provide and maintain 12 on-call rooms for use by Housestaff Officers while on duty. All quarters will be inspected by the CIR prior to occupancy. At least 9 rooms will be on the same floor as the HSO Lounge. 3 Rooms shall be available for use of OB/Gyn Housestaff Officers.
 - b. Proper ventilation and climate control shall be maintained consistent with Medical Center standards and kept in working order in the on- call rooms, lounge, and suite areas. Said quarters shall be maintained in accordance with Medical Center standards and receive daily changes of bedding and bathroom (maintenance) and shall be equipped with tables, chairs, and lighting for study purposes. The Lounge shall be for the exclusive use of the HSO's.
 - c. HSO's shall be provided with lockers on the same floor or in the same vicinity as their rooms.
 - d. On-call quarters for Housestaff Officers shall not be forfeited, under any circumstances, for use by Administrative personnel or attending physicians without sufficient advance notice and consultation with the CIR

- e. Individual on-call rooms will be provided and maintained for Housestaff Officers covering intensive care (ICU), cardiac care (CCU) and emergency (ER) facilities.
- f. Internal Medicine on call rooms will be assigned as follows: Two (2) rooms assigned for interns on night float, two (2) rooms assigned for senior residents on night float, one (1) room assigned for the intern covering the ICU, one (1) room assigned for the senior resident covering the ICU, one (1) room assigned for the intern covering the CCU, one (1) room assigned for the senior resident covering the CCU and one room assigned to the resident working the Medical Officer of the Day/Medical Officer of the Night shift.
- g. In the circumstance that the Medical Center undergoes renovations that require Housestaff Officers to relocate their call rooms and lounge, CIR must be informed 30 days in advance of any relocation. Additionally, CIR must be consulted as to where their call rooms and lounge will be moved to. Any call rooms or lounges must be inspected by CIR and suitable for their purpose as interim facilities during construction.

2. Effective upon ratification, for extra on-call shifts worked, HSOs who cover such on-call shifts shall be reimbursed \$150.00 per extra on-call shift. "On-Call duty" is understood to mean, assignment to such hospital or clinical duties as is published in the on-call schedule(s) and shall include extra call when an employee is called into work beyond what is published in the on-call schedule. The above formula 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 house staff officer, shall be responsible for submitting to the Program Director for the additional pay. Extra on-call does not include the swapping of shifts with a colleague, but does include shifts a resident is called in to cover.

XIV. **MEALS**

- a. Housestaff Officers shall have available breakfast and dinner while performing on-call duty at the Medical Center. Also, this applies to Saturday, and/or holidays while performing on-call duty. A meal allowance, as set forth following the salary schedule (Article XVII(4)), will cover the cost of said meals.
- b. The Medical Center shall provide without charge evening snacks and refreshments to Housestaff Officers performing on-call duty.
- c. The Medical Center shall as soon as practicable install and maintain a refrigerator on each of the "on-call" floors for Medicine, Surgery and Obstetrics/Gynecology. Each of the refrigerators shall be placed at mutually acceptable locations.
- d. All meals, snacks and refreshments shall be reasonably fresh at all times.

XV. **PARKING**

- 1. Housestaff Officers shall have access to JCMC parking lots at a cost of

\$20 per pay period. However, the lowest rate that is offered to any JCMC employee group must also be offered to all CIR members. Under no circumstances shall HSO's pay more than \$20 per pay period.

2. HSO's shall have access to all parking lots for no cost on nights that they are working an overnight shift.

XVI. PROTECTED EDUCATIONAL TIME

- a) The Medical Center recognizes that educational and didactic time should be protected time for the Housestaff Officers and as such the Medical Center shall ensure that the Housestaff Officers' educational and didactic time shall be protected to the furthest extent practical.
- b) A schedule of all didactic and educational times shall be posted at all in-house telephones and nursing staff shall be instructed to avoid disturbing Housestaff Officers during didactic and educational time to the extent reasonably practical.

ECONOMIC HEALTH

XVII EMPLOYMENT SECURITY

1. If in the course of training a Housestaff Officer is rotated to another teaching institution, all benefits shall be continued by the Medical Center either directly or in contractual agreement with the affiliated institution.
2. The Medical Center shall make reasonable efforts to provide for the personal security of Housestaff Officers working in facilities of the Medical Center.
3. Each Housestaff Officer shall have access, upon his/her request, to his/her personnel files. The Housestaff Officer shall have the right to place in his/her file his/her response to any statement in his/her personnel file.
4. There is no moonlighting by Housestaff Officers.
5. Monthly meetings shall be held with the Medical Center's Executive Director or his/her designated representative and representatives of the CIR where substantive issues shall be discussed. Advance notice of such meetings shall be duly provided.

XVIII PAY

1. The salary of each Housestaff Officer will be determined by the Housestaff Officer's Post Graduate Year (hereinafter "PGY") level.

a) A Housestaff Officer who has not completed at least one year of service in an ACGME-ADA-AOA accredited training program shall be placed at the PGY 1 level.

b) A Housestaff Officer who has completed one or more years of service in an ACGME-ADA-AOA accredited training program shall be placed at the PGY level which equals the number of such years of service plus one (e.g. a Housestaff Officer who has completed two years of service in such training program shall be placed at PGY 3).

c) A Housestaff Officer required to spend a prerequisite period of service in an ACGME-ADA-AOA accredited training program in a specialty other than that in which he/she is serving shall be classified on the basis of cumulative years of such service, provided however, that in the event a Housestaff Officer changes his/her specialty, he/she shall receive a maximum credit of two years for prior service in such other ACGME-ADA-AOA accredited training program.

d) When some or all of the prior service of a Housestaff Officer has been in a non-ACGME-ADA-AOA accredited training program, he/she shall at a minimum, be classified at the PGY level appropriate to the years of service he/she has completed in an ACGME-ADA-AOA accredited training program. Additional credit, if any, for non-ACGME-ADA-AOA accredited training programs to be granted in establishing the appropriate PGY level for a Housestaff Officer shall be determined by the Housestaff Officers and his/her Chief at the time of appointment.

For the term of this agreement, merit pay shall be suspended. Effective January 1, 2022 the current salary scale shall be replaced with the following:

| MC | Hourly | Yearly |
|-------|--------|-----------|
| PGY 1 | 26.69 | 61,749.00 |
| PGY 2 | 31.70 | 65,934.00 |
| PGY 3 | 33.64 | 69,970.00 |
| PGY 4 | 35.60 | 74,056.00 |
| PGY 5 | 36.55 | 76,022.00 |
| PGY 6 | 37.49 | 77,976.00 |
| PGY 7 | 38.41 | 79,884.00 |
| PGY 8 | 39.30 | 81,750.00 |
| PGY 9 | 40.20 | 83,618.00 |

2. Each Chief Resident shall receive, for his/her service as such, additional payof

\$8,000 per annum for the period of his/her service as Chief Resident.

3. All employees covered by this Agreement will receive \$2,000 per year to cover the costs of meals while on call pursuant to Article 14(a).

XIX INDIVIDUAL CONTRACTS

- a. Housestaff Officers must be notified in writing by December 31 (or no later than six months prior to the expiration of their current individual contract if they are off-cycle) if their contract is to be renewed.
- b. Any Housestaff Officer whose contract is not renewed must be notified in writing.
- c. If a program is uncertain by December 31 (or, for off-cycle Housestaff Officers, six months prior to the expiration of their current individual contract) whether to renew a Housestaff Officer's contract, it may choose to give the Housestaff Officer a Conditional Renewal in writing in a meeting with him/her. The Conditional Renewal must specify what aspects of the Housestaff Officer's performance must improve, include a remediation plan and a date no later than January 31 (or, for off-cycle Housestaff Officers, five months prior to the expiration of their current individual contract) to be given a contract renewal or be informed of the non-renewal. The Housestaff Officer can request a second meeting with the program director to review the terms of the conditional renewal and can bring a CIR representative to that meeting.
- d. The program must inform the Medical Center and CIR in writing if either a non-renewal or a conditional renewal is offered.
- e. All offers of reappointment, conditional renewal or notification of non-renewal shall be made to all House Officers within a specific residency program within a five (5) working day period.
- f. If, during the fiscal year in which the offer of appointment is made, a Housestaff Officer is terminated for just cause, the offer of appointment is void.

- g. Written individual contracts must be consistent with this Agreement, setting forth specific commitments to the Housestaff Officer in terms of:
 - (a) term of appointment
 - (b) job title
 - (c) salary at date of letter
 - (d) malpractice insurance
 - (e) The individual contract shall also state that CIR/SEIU is the exclusive bargaining agent for terms and conditions of employment

- h. The Medical Center will notify each House Staff Officer affected and CIR/SEIU:
 - i. as soon as reasonably possible of a decision to discontinue any training program for any reason;
 - ii. as soon as reasonably possible upon receipt from the ACGME, ADA, AOA or APMA of any notification regarding non-accreditation or probation or similar change in the professional status of any training program;
 - iii. as soon as reasonably possible of a decision of a merger, closure, or a significant change in the number of beds which has a substantial impact on any training program.
 - iv. In the event of a termination, transfer, or reduction in size of a residency program, the Medical Center will make a good faith effort to place affected Housestaff Officers in other accredited residency programs of the same specialty by placing a notice on List serve of HSO(s) availability.
 - v. At the time the Medical Center informs Housestaff Officers of a termination, transfer, or reduction of a residency program, the Medical Center shall provide a list of resources including contact names, addresses and phone number which may be helpful in HSOs' search for placement.
 - vi. For each Housestaff Officer who is prevented from finishing their training at the Medical Center by program closure, the Medical Center shall temporarily release the slots and the attached GME funding until each Housestaff Officer has

completed their residency training. In addition, the Medical Center shall reimburse Housestaff Officers for reasonable moving expenses up to \$3,000 for out-of-state moves and \$1,500 for in-state moves if they are forced by the closure of a program to move to another program and that program will not pay the expenses. HSO's must provide receipts or documentation to support any claim for reimbursement.

vii. For Housestaff Officers continuing in a program for which accreditation is lost and an appeal is still pending, the Medical Center will maintain levels of training, and continue to provide rotations required for certification. The Medical Center shall take all reasonably appropriate steps to try to gain full accreditation for the program, to encourage Housestaff to remain in the program during that time, and shall balance the service needs of the department with the professional goals of the Housestaff Officer involved.

XX WORK:LIFE BALANCE

The Medical Center and the Union agree that striking a healthy work/life balance requires that employees have access to sufficient paid time off, including Holidays, Approved Leave (both paid and unpaid), and time for vacations, recuperation from sickness or genuine emergencies.

A. Holidays

All Housestaff Officers are entitled to nine (9) paid holidays. Eligible employees will have the following eight (8) paid holidays. If work coverage is needed, approval will be granted based on seniority of employment.

New Year's Day

Martin Luther King, Jr. Holiday

President's Day

Memorial Day

Independence Day Labor

Day Thanksgiving Day

Christmas Day

If a Housestaff Officer works on any of the above Holidays, they will receive 8 hours of Holiday PTO time which can be sold back at any time. For the purposes of this article 8 hours of holiday PTO time is equivalent to one full day of pay.

In lieu of a 9th Holiday, Housestaff Officers will receive one (1) additional paid day off to use for a religious holiday or personal day, which Housestaff Officers will be required to identify prior to October 1 in order to ensure that they receive the day off.

B. Paid Time Off (PTO)

(a) All staff shall be credited with 200 hours of PTO on July 1st of each year for which they may use such time for vacation, sick, personal or other leave time. This time shall be in addition to Paid Holidays as referenced in Section A.

(b) For purposes of calculating the use of PTO, one calendar day shall count as 8 hours of PTO, regardless of how many hours the HSO is normally scheduled to work in one calendar day. In addition, when scheduling vacation, 40 hours of consecutive PTO shall be used for a HSO to be on leave for one calendar week (seven calendar days). Whenever a Holiday as defined in Section A falls within a vacation period, the individual Housestaff Officer shall be entitled to an extra eight hours of PTO.

(c) PTO Pay Out: On June 30th of each year, Housestaff Officers shall be afforded the opportunity to "sell" or cash out, up to 40 hours of accrued and available PTO at the hourly rate that they are then being paid, (subject to state and federal law regarding taxation of deferred compensation or other applicable legal or regulatory limitations not currently anticipated). Employees also may choose to roll over un-used hours under this policy up to a maximum of 40 hours to the following residency year. 40 hour limit on PTO time that can be sold shall not include 'Holiday PTO' as referenced in section (a) of this article.

(d) Emergency Paid Leave: Housestaff Officers may use PTO to cover sick days, extension of unpaid leaves, or to bridge time between an illness and disability payments. PTO must be scheduled with and approved by the Residency Coordinator and HR.

With less than seven (7) days notice, Housestaff Officers may access up to 40 hours from their PTO Bank. Such emergency leave, when granted, will not count as an occurrence under the Hospital's ATTENDANCE POLICY, and the employee will be paid their regular base wage for the approved hours.

(e) Scheduling PTO: PTO may be taken in one day blocks, but should be scheduled seven (7) days in advance, unless the absence is covered specifically in the PTO Emergency Leave portion of this policy.

Housestaff Officers are encouraged to schedule PTO in 1-2 week blocks, and well in advance in order to ensure that the Housestaff Officer's needs and the clinical needs of the Medical Center are both accommodated.

The Medical Center will not unreasonably deny PTO requests if the Medical Center can accommodate patient care and the staffing needs of the department or unit.

The Medical Center will ascertain from each Housestaff Officer their choice for paid time off and will endeavor to permit each employee to take PTO at the time chosen, preference on choice to be governed by seniority. First year residents will be scheduled by the coordinator. It is understood, however, that PTO must be arranged to suit the Hospital's scheduling needs and the final determination for the time of taking the PTO shall be left to the Hospital, including the decision as to whether a third week or more of PTO is to be consecutive.

(f) Any Housestaff Officer who, at the time of a request to sell back PTO is made, has an "active" second level or higher attendance warning in effect will not be allowed to sell back their PTO. This limitation may be waived with the agreement of the Vice President of Human Resources.

(g) Absence due to medical disability shall not be counted toward PTO.

(h) An employee shall be considered to be unavailable for work beginning at the end of his last scheduled workday preceding his scheduled PTO until his next regular scheduled day of work following his PTO.

(i) Time off to take examinations related to licensure, specialty certification, Immigration or other examinations required by the training program shall not be unreasonably denied and shall not be charged against a Housestaff Officer's PTO. Time off to attend Board Review, medical conferences, lectures and seminars that have been approved by the Program Director shall not be charged against a Housestaff Officer's PTO.

C. Maternity Leave.

Request for additional maternity leave of absence without pay beyond the period of disability shall be considered in accordance with the Individual's needs as well as the need of the individual department, and shall not exceed one hundred and twenty (120) days.

The reasons for the request for maternity leave without pay shall be carefully considered and approval of such leave shall not be unreasonably denied. The Hospital shall comply

with its legal requirements with regard to paternity leave.

XXI PAY FOR PERFORMANCE - ALIGNMENT OF GOALS

- a. Housestaff Officers shall be eligible for bonuses in the Pay For Performance Plan (P4P) applicable to the bargaining unit. The incentive pay will be based on the previous year's base pay, exclusive of differentials and premium pay and shall pay Housestaff Officers up to one percent (1%) for achieving the lower end target threshold, up to three percent (3%) for achieving the target threshold, and up to five (5%) for achieving the Maximum Award Threshold.
- b. If the Medical Center exceeds the "Target Amount" for Engagement Scores, or any other Performance Metric "Target Amount" selected by the Medical Center prior to the calendar year in question, then up to fifty percent (50%) of the bonus, not to exceed two percent (2%), shall be rolled into base and the remainder of the bonus, if any, shall be paid as a bonus. This shall apply for the 2019 (SEE ARTICLE XVIII SECTION 2 WHICH INCLUDES THE 2019 P4P) and 2020 payoff, if any. (The payoff, if any, is based upon the prior year's metric performance results. Thus, the 2019 payoff, if any, is paid in 2020 and the 2020 payoff, if any, is paid in 2021.)
- c. No Housestaff Officer on final written warning shall be eligible for the bonus.
- d. A bonus and salary increase, if any, will typically be distributed in the first quarter following the year in which it was earned.
- e. Upon request, the Medical Center shall review the P4P metrics to date with the Union.

XXII BENEFITS

1. The Medical Center shall provide all Housestaff Officers with Health and Hospitalization Benefits that will be consistent with all other Medical Center employees. Housestaff contributions for medical coverage shall be the same as those for Management Medical Center Employees.

2. The Medical Center agrees to give the union thirty (30) days advance notice, in writing, in the event it chooses to change carriers. The Medical Center will endeavor to have the health and hospitalization benefits become effective within sixty (60) days or less from the date of initial employment.

a. The above does not apply to the Voluntary Medical Center Housestaff Benefits Plan (CIR-VHHSBP)

3. The Medical Center shall provide Hepatitis B Screening and the complete Hepatitis B vaccine series to each Housestaff Officer who requests it.

MISCELLANEOUS

XXIII

DUES CHECKOFF AND AGENCY SHOP

1. It shall be a condition of employment that all Housestaff officers employed by the Medical Center covered by this Agreement who are members of CIR in good standing on the effective date of this Agreement, shall remain members in good standing and those who are not members on the effective date of this Agreement shall on or by the 31st day following the effective date of this Agreement, whichever may be later, become and remain members in good standing of CIR. It shall also be a condition of employment that all staff officers covered by this Agreement and hired on or after its effective date or the execution thereof, whichever may be later, shall honor after the 31st day following the beginning of such employment become and remain members in good standing of CIR. For the purpose of this Agreement, "good standing" shall consist of the payment of periodic dues uniformly required as a condition of membership, or pay an agency fee to CIR to cover the household officer's fair share of expenditures made by CIR for matters that are germane to collective bargaining.
2. CIR shall have the exclusive right to the checkoff and transmittal of dues or agency fee on behalf of each employee in the unit, providing said employee authorizes in writing such deduction, and said dues or agency fee to be checked off on a bi-weekly basis from the paycheck of each Housestaff Officer, pursuant to the directive of CIR, in such amounts as CIR shall establish. The Medical Center agrees to forward said dues and agency fees, together with an itemized statement, to CIR on the 15th day of the month after such deductions are collected.
3. In addition, the Medical Center agrees to deduct CIR's membership dues from any bonuses paid to Housestaff Officers pursuant to the Pay for Performance Plan for those Housestaff Officers who have individually agreed that such deductions be made from their pay.
4. The agency fee shall also be deducted from any bonuses paid to Housestaff Officers pursuant to the Pay for Performance Plan for those Housestaff Officers at the same time and in the same manner as monies collected for dues.
5. It is specifically agreed that the Medical Center assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the CIR hereby agrees that it will indemnify and hold the Medical Center harmless for any claims, actions or proceedings by any Housestaff Officer arising from deductions made by the Medical Center hereunder. Once the funds are remitted to the CIR, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the CIR.
6. As soon as practical, following the execution of this agreement and following July 1st of each year thereafter, the Medical Center shall forward to the Executive Director of the CIR a list of Housestaff Officers in the bargaining unit at the

Medical Center, compiled from the Medical Center's records, which list shall include names, and designation by post graduate years, and fellowship titles, if any, and home mailing addresses. Changes to such list and new hires shall be forwarded to the CIR. as quickly as practicable, but no later than monthly.

7. The Medical Center agrees to deduct, on a bi-weekly basis, the CIR's political action fund (PAC) from the pay of those Housestaff Officers who individually request in writing that such deductions are made. The amounts to be deducted shall be certified to the Medical Center by the Executive Director of CIR, and the aggregate deductions of all Housestaff Officers shall be remitted together with an itemized statement, to CIR by the 15th of the current month, after such deductions are made.

XXIV SAVINGSCLAUSE

It is assumed by the parties hereto that each provision of this Agreement is in conformity with all applicable laws of the United States and the State of New Jersey. Should it later be determined that it would be a violation of any legally effective governmental or state order or statute to comply with any provision or provision of this Agreement, the parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making such provision or provisions conform to such governmental or state order or statute so long as they shall remain legally effective and the other provisions of this Agreement shall not be affected thereby.

XXV COMPLETE UNDERSTANDING

The parties acknowledge that, during the negotiations which resulted in this Agreement, all had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Any and all agreements, written and verbal, previously entered into between the parties and not specifically incorporated herein, are mutually cancelled and superseded by this Agreement.

XXVI AMENDMENTS

Any amendment or alteration of the terms of this Agreement shall be in writing, countersigned by the parties, with date, scope and duration of the amendment specified or the amendment shall have no force of *effect*, and shall not be admissible in any proceeding authorized under this Agreement.

Jersey City Medical Center

BY: _____
Mary Cataudella, PHR, Chief Human Resources Officer

Jersey City Medical Center

BY: _____
Michael Loftus, M.D. Chief Medical Officer

Jersey City Medical Center

BY: _____
Joseph DePasqual, M.D. Director, Residency Program

Committee of Interns and Residents (CIR) SEIU

BY: _____
CIR President, October 18, 2021

BY: _____



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