<u>UMDNJ New Jersey Medical School Graduate Medical Education Programs</u> Housestaff Benefits

Health Benefits

- 1. All bargaining 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. Should negotiations or legislative action change these benefits for State employees during the life of this contract, the benefits for eligible bargaining unit members shall change accordingly. If the State should notify the University that it would no longer provide benefit coverage of Part Time (less than thirty five (35) hours a week) staff members, the University will not continue such benefit coverage.
- 2. Housestaff Officers "returning" from assignment at a Veterans Administration Hospital shall be eligible for health and hospital benefits without the normal two (2) month waiting period (per section 1). Eligibility shall be consistent with all other appropriate regulations. Housestaff Officers whose initial assignment is at a Veterans Administration Hospital must complete the normal two (2) month waiting period (per section 1) beginning with their commencement on the payroll of the University. The University shall designate an individual who will be available, upon request, to assist affected Housestaff Officers in maintaining continuity of health and hospital insurance. It is understood and agreed between the parties that the cost of maintaining continuity of health and hospital benefits coverage (securing a non-group or individual contract) shall be borne entirely by the Housestaff Officer. The University agrees to provide affected employees with a timely written reminder of the need to arrange for continuity of health and hospital benefits coverage.

Prescription Drug Program

It is agreed that the State shall continue the Prescription Drug Benefit Program during the period of this agreement. The Program shall be funded and administered by the State. It shall provide benefits to all eligible unit employees and their eligible dependents. Each prescription required by competent medical authority for Federal legend drugs shall be paid for by the State from funds provided for the Program subject to a deductible provision which shall not exceed \$5.00 per prescription or renewal of such prescription unless otherwise provided by statute and shall be subject to specific procedural and administrative rules and regulations which are part of the Program.

Dental Care Program

It is agreed that the State shall establish and continue a Dental Care Program during the period of this Agreement. The program shall be administered by the State and shall, provide benefits to all eligible full-time unit employees and their eligible dependents.

Participation in the Program shall be voluntary with a condition of participation being that each participating employee authorize a bi-weekly salary deduction not to exceed fifty (50%) percent of the cost of the type of coverage elected; e.g., individual employee only, husband and wife, parent and child or family coverage.

There shall be only one opportunity for each eligible employee to enroll and elect the type of coverage desired and once enrolled continued participation shall be mandatory.

Each employee shall be provided with a brochure describing the details of the Program and enrollment information and the required forms.

Participating employees shall be provided with an identification card to be utilized when covered dental care is required.

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.

PGY-1 residents who are not eligible for State Temporary Disability because they have not fulfilled the minimum 6 month continuous work requirement shall be offered a temporary disability plan through the Office of Risk and Claims Management.

Maintenance of Benefits

The fringe benefits heretofore provided to employees in this negotiating unit, such as the Health Benefits Program, life insurance, and their like, shall remain in effect without diminution during the term of this Agreement unless otherwise modified herein.

Life Insurance

The University shall provide life insurance to all Housestaff Officers in the amount of three (3) times the annual salary of the Housestaff Officer, at no cost to the employee.

Hepatitis "B" Screening and Vaccine

The University will provide one Hepatitis "B" Screening and Vaccine (specific vaccine to be designated by Housestaff Officer) at no cost to Housestaff Officers who request them, providing the appropriate medical consent forms have been signed. Physicians designated by the University or affiliated hospitals shall administer the vaccine.

Beepers

Housestaff on the New Brunswick campus will be provided with long-range beepers. 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 attending physician, chief resident or Program Director) is notified, This individual would be responsible for coordinating coverage of the absent Housestaff Officer's duties with appropriate Housestaff.

Meals

- A. At University-operated or other facilities where Housestaff Officers are assigned, a meal allotment shall be provided, each month to Housestaff who will be on <u>overnight call</u> at the hospital during the month. The allotment of script or cafeteria credit shall be equal to the number of on calls that the Housestaff Officer is assigned during that month, multiplied by amounts set forth in section "B". The specific method of implementation may vary from hospital to hospital.
- B. The credit amounts per on call assignment shall be \$18.00 and \$20.00 beginning July 1, 2004.
- C. In situations where meals cannot be provided pursuant to this Article, the Housestaff Officer shall be paid the cash equivalent for each on call duty during that month.

Uniforms

The University shall provide uniforms and uniform laundering services to all Housestaff Officers at no cost, which shall consist of five (5) coats and five (5) trousers and/or skirts in appropriate sizes, all in reasonably good repair. Each Housestaff Officer shall be responsible for damage beyond ordinary wear, or for loss or damage, except if such loss or damage should occur after turning the uniform in for laundering.

Professional Liability

The University shall continue to provide professional liability coverage to all Housestaff officers for services in the employ of the University. The University shall have at least one mandatory meeting each year with the Housestaff, which informs Housestaff regarding risk and claims. Such meetings shall include the risk and claims process, the University's responsibility and liability.

Housestaff Time Off Policies

Vacation Time

- 1. 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. It is agreed that Osteopathic Interns shall not be eligible for vacations. Where practical Osteopathic Interns shall receive four (4) weeks flexible elective rotation, as scheduled by the Program Director, during which time on call and all reporting requirements shall be suspended.
- Any Osteopathic Intern who receives less than four (4) weeks of such elective, shall receive a pro-rated portion of their monthly salary for that portion of the rotation not received.
- 3. Individual Housestaff Officers shall, on or before September 1st of each year, submit in writing to his/her Program Director all requests for vacation leave. The Program Director, after review of the needs of the services and rotation schedules, will make reasonable efforts to honor the individual request, granting Housestaff Officers at least two (2) consecutive weeks off, or in services where scheduling accommodations can be made, more than two (2) consecutive weeks. Where an opportunity exists to grant more than two (2) weeks of vacation, priority consideration shall be given to Housestaff Officers utilizing that vacation for a foreign homeland visit.
- 4. Should any Housestaff Officer fail to submit his/her vacation leave request on or before September 1st of each year, the Program Director shall, after scheduling the vacation leaves of the other Housestaff Officers have the right to schedule vacation leave for those failing to meet the September I submission date. Once the vacation schedule is established, it will normally be available to the employee except where an emergency mandates rescheduling.
- 5. 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.
- 6. 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.
- 7. The University will make a reasonable effort not to assign Housestaff Officers on call duty (including beeper calls) or to make rounds on the weekend immediately preceding or following their scheduled vacation.

Sick Time

Housestaff accumulate twelve (12) sick leave days at the beginning of each academic year. They can accumulate up to forty-eight (48) sick leave days.

- 1. Sick leave shall be used when a Housestaff Officer is unable to work due to illness or personal injury.
- 2. The Housestaff Officer 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 Chief Resident or Program Director.
- 4. Each department is responsible for maintaining a record of usage of sick leave for each year.
- 5. First year residents or residents in their initial year of appointment are not eligible to use sick time until a full six months have been completed.
- 6. Bargaining unit members are responsible for making up any un-worked time after the end of the academic year as determined by accreditation requirements.
- 7. Such additional work time after the end of the academic year shall be paid up to two months if needed. The housestaff officer may apply to the Dean of GME who has sole discretion to approve or deny such request. The decision is not subject to the grievance procedure.

Family Leaves

1. For Birth or Adoption of a Child

All bargaining unit members are eligible for family leave (unpaid) upon the birth or adoption of a child after one year of service. This leave, in accordance with FMLA and New Jersey State Law, can be up to twelve (12) weeks. A Housestaff Officer can use paid vacation leave to cover a portion of this twelve-week period. Appropriate documentation must be provided to the Program Chair. Upon submission of appropriate documentation, such leave shall be approved. The GME Office must be notified immediately when any housestaff commences a leave of absence and when a housestaff returns from the leave.

2. For Serious Illness in the Family

All bargaining unit members are eligible for family leave (unpaid) to take care of a seriously ill family member after one year of service in accordance with FMLA and New Jersey State Law. This leave can be up to twelve (12) weeks. A Housestaff Officer can use paid vacation leave to cover a portion of this twelve-week period. Appropriate documentation must be provided to the Program Chair. Upon submission of appropriate documentation, such leave shall be approved.

3. Bargaining unit members are responsible for making up any unworked time after the end of the academic year as determined by accreditation requirements.

Medical Leave

- 1. Each Housestaff Officer is eligible for up to twelve weeks of medical leave (they are eligible after six months of service). A resident can use any remaining allotment of his/her sick leave prior to being in an unpaid status. Once sick leave days have expired and before the Housestaff Officer chooses to be in "leave without pay" status and apply for disability, the Housestaff Officer shall have the option to use any remaining portion of his/her vacation days. Once paid leave days have expired, the Housestaff Officer would be in "leave without pay status" and eligible to apply for temporary disability.
- 2. The resident must provide appropriate medical documentation to his/her Program Chair. Upon submission of the appropriate medical documentation, such leave shall be approved.
- 3. Bargaining unit members are responsible for making up any unworked time after the end of the academic year as determined by accreditation requirements.

Bereavement Leave

If there is a death in the immediate family, a Housestaff Officer may utilize sick leave for up to three (3) days of bereavement leave. Immediate family shall be defined as mother, father, sister, brother, spouse, child, or unmarried domestic partner. For unmarried domestic partners to be included, prior notice of the relationship shall have been provided to the University's Office of Labor Relations. The University may require reasonable and appropriate documentation of the relationship or of cohabitation, such as leases, drivers license, etc. Additional leave may be granted as may be necessary without pay upon request to the Program Director.

Leave for USMLE or National Boards

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

Holidays

1. All UMDNJ Housestaff Officers, wherever assigned, shall be entitled to all UMDNJ holidays. The University shall exercise its best efforts to ensure that Housestaff Officers on rotation to an affiliate facility are granted all UMDNJ holidays on the day they occur. Effective January 1, 1998, UMDNJ 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 three (3) floating holidays, one of which shall be taken within thirty (30) calendar days of the house staff officer's birthday, except as mutually agreed upon between the Program and the Housestaff Officer.

- 2. Housestaff Officers who work (including beeper calls) on a scheduled holiday shall be granted an alternate day off during the rotation in which the holiday occurs or shall receive an additional day's pay in lieu of the holiday. (This provision does not apply to the float holidays). Scheduling of an alternate day off shall be with the approval of the Program Director or Chief of Service, as appropriate. Pay in lieu of a holiday shall be at the rate of one tenth (1/10) of a bi-weekly pay. 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 within 10 business days of the holiday worked. If the request is denied, the housestaff officer shall be paid for the holiday worked. If the alternate day off requested is for religious observance, it shall be noted on the form and priority shall be given to accommodate the housestaff officer.
- 3. Holidays falling on Saturday shall be observed the preceding Friday. Holidays falling on Sunday shall be observed the following Monday.
- 4. A housestaff officer shall submit his/her written request for a float holiday at least seven (7) calendar days prior to the requested day. When the float holiday requested is for religious observance, it shall be noted on the form and priority shall be given to accommodate the housestaff officer."

COMPENSATION

Housestaff Salaries Effective August 24, 2003

POSITION TITLE	SALARY ANNUAL	SALARY MONTHLY
PGY-1 HOUSESTAFF	\$ 42,675.00	\$ 3,556.25
PGY-2 HOUSESTAFF	\$ 45,566.00	\$ 3,797.16
PGY-3 HOUSESTAFF	\$ 48,356.00	\$ 4,029.66
PGY-4 HOUSESTAFF	\$ 51,180.00	\$ 4,265.00
PGY-5 HOUSESTAFF	\$ 52,539.00	\$ 4,378.25
PGY-6 HOUSESTAFF	\$ 53,888.00	\$ 4,490.66
PGY-7 HOUSESTAFF	\$ 55,208.00	\$ 4,600.66
PGY-8 HOUSESTAFF	\$ 56,498.00	\$ 4,708.16
PGY-9 HOUSESTAFF	\$ 57,790.00	\$ 4,815.83

Annual supplement for Administrative Chief Residents for programs with 4-8 residents is \$2100. Annual supplement for Administrative Chief Residents for programs with 9 or more residents is \$2700.

Effective October 1, 2004, the basic salaries for housestaff shall be increased by 2.9%. Effective September 1, 2005, the basic salaries for housestaff shall be increased by 2.8%.

Book Allowance Reimbursements

Effective FY2004, an annual Book Allowance of \$300.00 will be paid to all bargaining unit members in each year of the program. Housestaff Officer will need to get approval from the Program Director and the GME Director before purchasing the book, and after it is purchased will submit the receipt(s) to the GME Director or his/her designee for reimbursement.

Orientation Pay

Effective June 2003, all incoming housestaff (new to UMDNJ payroll) will be paid a one-time sum of \$400 for attending the University's orientation program, including the CIR presentation. This allowance will be paid in July after the housestaff officer has completed all necessary university and entrance requirements. The CIR and UMDNJ strongly encourage the incoming housestaff to utilize this money towards the cost of health insurance for the 60 (sixty) day waiting period.

Conference Reimbursement

All housestaff who are presenting at a conference, which is approved for CME credits, shall be entitled to reimbursement for expenses related to a presentation at the conference. It is understood that related expenses be consistent with the University's travel reimbursement policy and shall include but not be limited to ravel, materials, registration fees, lodging and food. Reimbursement for additional related fees shall be subject to approval by the 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 Program Director.

All requests to appear for presentation must be submitted to the Program Director for approval at least 1 month prior to the presentation. Requests shall not be unreasonably denied. The Associate Dean of GME makes the final and binding decision. Completed reimbursement forms shall be submitted to the GME Office.

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 ACGME rules for duty hours as it relates to residents who remain on-site.

November 19, 2003