

Number:	002-001
Section:	Benefits and Amenities
Title:	Compensation

Effective Date: 2/12/2015

Previous Review & Approval by GMEC: 1/20/2000, 11/2006, 12/21/2006, 5/24/2007, 4/19/2012

Responsible Office: NJMS Graduate Medical Education

Update: Every five years from effective date or as needed

Purpose: To establish guidelines for compensation of Housestaff in graduate medical education programs sponsored by Rutgers New Jersey Medical School (Rutgers NJMS) and core teaching hospitals.

Scope: This policy will apply to all of the postgraduate training programs at Rutgers NJMS.

Definitions:

1. **Housestaff/House Officer-** refers to all interns, residents and subspecialty residents (fellows) enrolled in a Rutgers New Jersey Medical School (Rutgers NJMS) graduate medical education program. A member of the Housestaff may be referred to as a house officer.
2. **Designated Institutional Official (DIO)** – refers to the individual who has the authority and responsibility for the graduate medical education programs.
3. **Program** – refers to the structured medical education experience in graduate medical education, which conforms to the Program Requirements of a particular specialty, the satisfactory completion of which may result in eligibility for board certification.
4. **Program Director** – the one physician designated to oversee and organize the activities for an educational program.
5. **Review Committee-** the Accreditation Council for Graduate Medical Education delegates authority to accredit programs/institutions to its Review Committees. The Review Committees are comprised of peer specialists in the field and resident physicians.

Reference(s):

Committee of Interns and Residents (CIR) 2012-2018 Agreement

Policy:

Salaries will be paid in accordance with the most recent bargaining agreement, which represents all Rutgers paid Housestaff and appointment/contract letter.

Procedure:

Rates are negotiated between the CIR (residents union) and the Rutgers NJMS and published in *Article V* of the Agreement. This agreement is renegotiated every three years. All Housestaff are required to be members of the bargaining unit. The GMEC of Rutgers NJMS reviews comparative salaries annually and provides input to Rutgers NJMS prior to the negotiations, which occur in the year prior to the end of the term of the contract.

Number:	002-002
Section:	Benefits and Amenities
Title:	Benefits

Effective Date: 2/12/2015

Previous Review & Approval by GMEC: 11/6/2000, 12/21/2006, 5/24/2007, 4/19/2012

Responsible Office: NJMS Graduate Medical Education

Update: Every five years from effective date or as needed

Purpose: To identify individual benefits available to Housestaff in graduate medical education programs sponsored by Rutgers New Jersey Medical School and core teaching hospitals.

Scope: The benefits apply to all Housestaff.

Definitions:

1. **Housestaff/House Officer-** refers to all interns, residents and subspecialty residents (fellows) enrolled in a Rutgers New Jersey Medical School (Rutgers NJMS) graduate medical education program. A member of the Housestaff may be referred to as a house officer.
2. **Designated Institutional Official (DIO)** – refers to the individual who has the authority and responsibility for the graduate medical education programs.
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5. **Review Committee-** the Accreditation Council for Graduate Medical Education delegates authority to accredit programs/institutions to its Review Committees. The Review Committees are comprised of peer specialists in the field and resident physicians.

Reference(s):

Committee of Interns and Residents (CIR) 2012-2018 Agreement

Policy:

A. 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 per week) staff members, the University will not continue such benefit coverage.
2. Housestaff employed by the Veterans Administration and transferring employment to the University 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 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. 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.

B. 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.

C. 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.

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. 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.

E. Maintenance of Benefits

The fringe benefits provided to Housestaff enrolled in the CIR union, 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.

F. Life Insurance

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

G. Hepatitis "B" Screening and Vaccine

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

H. Beepers

Beepers are supplied by each program. The affiliated hospitals may also supply residents with beepers while rotating through each hospital. The Housestaff are responsible for maintaining the beeper and carrying the beeper when required by the program to do so during clinical and non-clinical rotations. In the event that the beeper becomes non-functioning

due to normal wear and tear, the program or the affiliated hospital is responsible for the repair or replacement of the beeper. In the event that the beeper is lost or damaged due to negligence on the part of the Housestaff, responsibility of the cost to replace the beeper is at the discretion of the PD and/or the Department Chair. No individual Housestaff 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's duties with appropriate Housestaff.

I. Meals

1. At University-operated or other facilities where Housestaff are assigned, a meal allotment shall be provided, each month to Housestaff, who will be on **overnight shift of six or more hours or an extended shift of more than twelve hours** at the hospital in which they are rotating. The allotment of script or cafeteria credit shall be equal to the number of on calls that the Housestaff is assigned during that month, multiplied by amounts set forth in the CIR contract. The specific method of implementation may vary from hospital to hospital.
2. In situations where meals cannot be provided pursuant to this Article, the Housestaff shall be paid the cash equivalent for each on call duty during that month.

J. Uniforms

The University shall provide uniforms and uniform laundering services to all Housestaff at no cost, which shall consist of five (5) coats in appropriate sizes, all in reasonably good repair. Each Housestaff 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.

K. Professional Liability

The University shall continue to provide professional liability coverage to all Housestaff 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.

L. Book Allowance Reimbursements

An annual Book Allowance will be paid to all bargaining unit members in each year of the program. Housestaff shall be reimbursed after submitting receipts for reimbursement of medical books. At the discretion of the DIO, Housestaff will need to **get approval** from the Program Director and/or the DIO **before** purchasing books. The DIO will resolve any disputes. Educational expenses may include medical textbooks, subscriptions to online medical databases (such as Up-To-Date), educational software, medical society membership fees, or towards USMLE Step III or COMLEX.

M. Business Cards

The University shall provide business cards upon request to all Housestaff who work in outpatient settings or whose departments require them. The cards will only be supplied one time during their residency.

N. Certifications

The University-provided BLS, ACLS, ATLS, PALS and NALS certification and re-certification courses (as requirements for training) will be provided at no cost to the Housestaff.

O. Conference Reimbursement

1. All Housestaff who are presenting a poster or abstract 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 travel, materials, registration fees, lodging and food. Reimbursement for additional related fees shall be subject to approval by the Program Director.

2. "Presenting" is defined as the delivery of an oral discussion of an abstract to an audience as part of a research or education forum. The Housestaff must be the first author of the study or project.
3. Although a study or project may be accepted for presentation at multiple conference, the Housestaff will be reimbursed for only one presentation per study or project.
4. 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 and at the discretion of the DIO. 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 DIO 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.

P. Fingerprinting

NJMS will pay costs associated with a required background check, such as, the fingerprinting fee.

Q. Licensure

If licensure is a requirement of the **individual residency program**, then the program will pay the New Jersey State Licensing fees and renewal costs for New Jersey Licensure of any Housestaff officer employed at the University. This does not cover USMLE or COMLEX.

R. Orientation Pay

All incoming Housestaff (new to Rutgers payroll) will be paid a one-time sum for attending the University's orientation program, including the CIR presentation. The CIR and Rutgers strongly encourage the incoming Housestaff to utilize this money toward the cost of health insurance for the 60 (sixty) day waiting period. This allowance will be paid in July in the following amounts, after the Housestaff officer has completed all necessary University entrance requirements:

1. Attendance to Orientation (all required days)
2. Clearance by Occupational Medicine
3. Clearance by the Graduate Medical Education Office (includes Benefits enrollment)
4. Provided evidence of BLS, ACLS or PALS certification
5. Complete online compliance and clinical systems training

If legislation were passed that would allow an incoming Housestaff to receive health benefits during the first two months of employment with the University, the University will not have to pay the above allowance.

S. Parking

Parking fees are set forth in the Committee of Interns and Residents (CIR) 2012-2018 Agreement

Number:	002-003
Section:	Benefits and Amenities
Title:	Working Environment

Effective Date: 2/12/2015

Previous Review & Approval by GMEC: 5/24/2007, 4/19/2012

Responsible Office: NJMS Graduate Medical Education

Update: Every five years from effective date or as needed

Purpose: To establish guidelines to ensure that Housestaff have an adequate working environment in graduate medical education programs sponsored by Rutgers New Jersey Medical School and core teaching hospitals.

Scope: This applies to all postgraduate medical education programs.

Definitions:

1. **Housestaff/House Officer-** refers to all interns, residents and subspecialty residents (fellows) enrolled in a Rutgers New Jersey Medical School (Rutgers NJMS) graduate medical education program. A member of the Housestaff may be referred to as a house officer.
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4. **Program Director** – the one physician designated to oversee and organize the activities for an educational program.
5. **Review Committee-** the Accreditation Council for Graduate Medical Education delegates authority to accredit programs/institutions to its Review Committees. The Review Committees are comprised of peer specialists in the field and resident physicians.

Reference(s):

1. ACGME Common Program Requirements
2. ACGME Institutional Requirements (effective July 1, 2103) II.F.1-II.F.3.c
3. Rutgers Policy 00-001-25-60:00

Policy:

The training programs shall provide a working environment that is consistent with proper patient care, patient safety, Housestaff well being, and the educational needs of Housestaff.

- A. Housestaff will be educated concerning the professional responsibilities of physicians to appear for duty appropriately rested and fit to provide the services required by their patients
- B. Housestaff shall be supervised by the teaching staff in accordance with the ACGME's a) Institutional Requirements, b) Common Program Requirements, and c) Individual specialty/subspecialty Program Requirements (found at <http://www.acgme.org>).
- C. Each training program shall establish policies governing duty hours and working environments that are optimal for Housestaff education and the care of patients. Policies shall meet the special requirements that relate to duty

hours and on-call schedules based on educational rationale and patient needs, including continuity of care. This is reviewed as part of the GME internal review of programs and more frequently as determined by the GMEC Policies shall include the following items:

1. The goals and objectives of each residency shall not be compromised by excessive reliance on Housestaff to fulfill institutional service obligation.
 2. The objectives of the program must be accomplished through an appropriate blend of supervised patient care responsibilities, clinical teaching, and didactic educational events.
 3. The Program Director must ensure a culture of professionalism that supports patient safety and personal responsibility.
 4. Programs must design clinical assignments to minimize the number of transitions in patient care and must monitor effective, structured hand-over processes to facilitate patient safety and continuity of care.
 5. Programs should ensure that Housestaff are provided backup support when patient care responsibilities are especially difficult or prolonged.
 6. Duty hours policies will meet all the specific requirements as specified by the ACGME, as well as meet the general and special requirements pertaining to each program (refer to Rutgers NJMS GME Policy 003-003). If any program's special requirements regarding duty hours are more stringent than are those of the general duty hours guidelines, then those more stringent guidelines are to be followed.
 7. Housestaff on duty will be provided adequate sleeping quarters or safe transportation options for residents who may be too fatigued to safely return home.
 8. Housestaff on duty will be provided adequate food services.
 9. Training sites will provide effective medical records; patient support services; and laboratory, pathology and radiological services to insure high quality patient care. This will include adequate intravenous access, phlebotomy and transport services to relieve Housestaff of routine performance of these duties.
 10. All locations where Housestaff are assigned shall provide security and personal safety measures, including but not limited to parking facilities, on-call quarters, and hospital and institutional grounds, and related facilities.
 11. Resident fatigue and sleep deprivation will be monitored and each program shall have a policy to provide support for Housestaff to avoid excessive fatigue and education regarding alertness management and fatigue mitigation.
 12. Each Program must have a process to ensure continuity of patient care in the event that a resident may be unable to perform his/her patient care duties.
 13. Quality Improvement must be supported through available systems for reporting errors, adverse events, unsafe environments, and near misses in a protected manner as well as access to data to improve systems of care and improve patient outcomes
- D. (Alternate to A,B, and C) Each training program shall establish policies governing duty hours and working environments that are optimal for Housestaff education and the care of patients. Policies shall meet the special

requirements that relate to duty hours and on-call schedules based on educational rationale and patient needs, including continuity of care. This is reviewed as part of the GME special program review and more frequently as determined by the GMEC. Policies shall conform to the ACGME's Institutional Requirements, Common Program Requirements, and individual specialty/subspecialty Program Requirements (found at <http://www.acgme.org>).

Policies must include the following aspects of the learning and work environment:

1. Patient Safety
2. Quality Improvement
3. Transitions of Care
4. Supervision of residents/fellows
5. Duty Hours, fatigue management and mitigation
6. Professionalism

- E. Housestaff are expected to participate in a working environment that is free of objectionable and disrespectful conduct and communication of a sexual nature. The sponsoring institution, the New Jersey Medical School (a unit of Rutgers), will not tolerate conduct of a sexual nature that interferes with an individual's work performance or creates an intimidation, hostile, or offensive working or learning environment (see University Policy on Sexual Harassment # 00-01-35-60:00). The working environment will also be free of objectionable and disrespectful conduct and communication related to religious beliefs and racial or ethnic background.
- F. Housestaff are expected to participate in a working environment that is free of inappropriate and unprofessional conduct towards them by their teachers, instructors and/or supervisors (refer to Rutgers NJMS GME Policy 008-005).

Number:	002-004
Section:	Benefits and Amenities
Title:	Forum for Resident Feedback

Effective Date: 2/12/2015

Previous Review & Approval by GMEC: 5/24/2007, 4/19/2012

Responsible Office: NJMS Graduate Medical Education

Update: Every five years from effective date or as needed

Purpose: To set forth mechanism to assure that Housestaff in GME programs sponsored by Rutgers New Jersey Medical School have a positive educational environment in which they can communicate and exchange information about their working environment and educational programs.

Scope: This applies to all postgraduate medical education programs.

Definitions:

1. **Housestaff/House Officer-** refers to all interns, residents and subspecialty residents (fellows) enrolled in a Rutgers New Jersey Medical School (Rutgers NJMS) graduate medical education program. A member of the Housestaff may be referred to as a house officer.
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5. **Review Committee-** the Accreditation Council for Graduate Medical Education delegates authority to accredit programs/institutions to its Review Committees. The Review Committees are comprised of peer specialists in the field and resident physicians.

Reference(s):

ACGME Institutional Requirements (effective July 1, 2013) II.F.1-II.F.1.b

Policy:

The training programs shall provide an educational and work environment in which members of the Housestaff may communicate and exchange information on their educational and work environment, their programs, and other resident issues; and raise and resolve issues without fear of intimidation or retaliation. The mechanism by which individual Housestaff can address concerns in a confidential and protected manner is delineated.

- A. Housestaff at Rutgers NJMS have a formally constituted “Resident Council” effective August 1999. The mission statement of this council is:

“We, the Resident Council of the Rutgers New Jersey Medical School, aim to improve the quality of resident education, facilitate communication and act as liaison between residents and the Graduate Medical Education Committee, inform residents of their individual program educational requirements, and to appoint members, as sub-committee, to participate in residency review sessions.”

- B. The DIO, Chair of the Graduate Medical Education Committee and Housestaff members of the GMEC will all function as ombudsmen to whom Housestaff can communicate concerns in a confidential manner without fear of intimidation or retaliation.