

Number:	006-001
Section:	Grievance Procedures
Title:	Resolution of Non-Academic Issues

Effective Date: 10/20/2016

Previous Review & Approval by GMEC: 5/24/2007, 3/15/2012

Responsible Office: NJMS Graduate Medical Education

Update: Every five years from effective date or as needed

Purpose: To assure prompt, fair and equitable resolution of disputes concerning terms and conditions of employment arising from the administration of the CIR Agreement by providing the sole and exclusive vehicle set forth for adjusting and settling grievances. In no event shall matters concerning academic or medical judgment be the subject of a grievance under the provisions of this policy. Matters pertaining to non-reappointment shall be grievable under the CIR Agreement only upon the basis of claimed violations involving discriminatory treatment in violation of Article II, Discrimination, or Article VII, Individual Contracts.

Scope: This policy is applicable to all members of the 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.
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 (ACGME) delegates authority to accredit programs/institutions to its Review Committees. The Review Committees are comprised of peer specialists in the field and resident physicians.
6. **Committee of Interns and Residents (CIR)** – national membership union of Housestaff to which Rutgers NJMS housestaff belong.

Reference(s):

1. ACGME Institutional Requirement II.D.4.e
2. CIR 2012-2018 Agreement
3. Rutgers Biomedical and Health Sciences (RBHS) Policy, Graduate Medical, Dental and Podiatry Education

Policy:

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

1. A breach, misinterpretation or improper application of the terms of this Agreement; or
2. An improper or discriminatory application of, or failure to act pursuant to, the written rules, policies or regulations of the University or statutes to the extent that any of the above established terms and conditions of employment which are matters which intimately and directly affect the work and welfare of Housestaff Officers and which do not significantly interfere with inherent management prerogatives pertaining to the determination of public policy

Every Housestaff is a member of the bargaining unit of the CIR union and is required to follow the Grievance Procedure as outlined in the agreement between the University and the CIR. The purpose of this procedure is to assure

prompt, fair and equitable resolution of disputes concerning terms and conditions of employment arising from the administration of this Agreement by providing the sole and exclusive vehicle set forth for adjusting and settling grievances. In no event shall matters concerning academic or medical judgment be the subject of a grievance.

Procedure:

- A. **Informal Resolution of Problems** The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance and encourage open communication between the University and the Housestaff Officer so that resort to the formal grievance procedure will not normally be necessary. A Housestaff Officer may discuss a problem with his/her Program Director or designated institutional official, who may, if the circumstances warrant, arrange an informal meeting between the appropriate administrator and the Housestaff Officer. The grievant may, at his or her option, request the presence of a CIR representative during the attempts at informal resolution of grievances.
- Informal discussion shall not serve to extend the time within which a grievance must be filed, unless such is agreed to in writing by the University official responsible for the administration of the first formal step of the grievance procedure. Any agreements reached through informal resolution shall be reduced to writing and shall not be precedential, but shall be binding for the current matter only. Informal resolution may take place at any time during the process outlined below. Informal resolution does not modify or alter the terms of this Agreement.

B. **Formal Steps**

Step One:

If the grievance is not informally resolved, a grievance must be filed by CIR in writing with the Office of Academic Labor Relations within twenty-one (21) calendar days after the date on which the act, which is the subject of the grievance, occurred, or twenty-one (21) calendar days from the date on which the individual Housestaff Officer should reasonably have known of its occurrence. The grievance shall contain a statement of the facts surrounding the grievance; shall specify the provision or provisions of this Agreement and/or Rutgers Policy which are alleged to have been violated, misapplied, or misinterpreted; who is alleged to have committed the violation; when and where the violation occurred; and the relief sought, and must be signed by the unit member(s) filing the grievance or by a CIR representative, specifying the department/program.

The Chancellor of RBHS or his/her designee may conduct such investigation as he or she may require in order to render a written response, including meeting(s) with the grievant and other individuals who are determined by the Chancellor of RBHS or his/her designee or the CIR to be concerned in or to have knowledge of the matter. At the request of the grievant or his or her CIR representative on behalf of the grievant, the grievant shall have the opportunity to meet with the Chancellor of RBHS or his/her designee, provided a request for such a meeting is made with the grievance filing. Individuals other than the grievant and/or his or her CIR representative will not be present at this meeting. The meeting, whether requested by the grievant or by the Chancellor of RBHS or his/her designee, shall be scheduled within 14 calendar days of the request.

Should the grievant fail, without valid reason, or refuse to meet with the Chancellor of RBHS or his/her designee when such a meeting has been requested by either the grievant or by the Chancellor of RBHS or his/her designee, the CIR shall not be permitted to invoke Step Two of the grievance procedure and the decision of the Chancellor of RBHS or his/her designee at Step One shall be final.

The grievant may be represented by up to two representatives approved by the CIR (members of the bargaining unit designated by CIR or CIR staff) at the meetings conducted pursuant to Step One of the grievance procedure. The University shall have the right to assume that any representative who appears with the grievant is approved by the CIR.

Within 14 calendar days after the conclusion of the meeting, the Chancellor of RBHS or his/her designee shall render a written response. If a meeting is not requested by the grievant or by the Chancellor of RBHS or his/her designee, the Chancellor of RBHS or his/her designee shall render a written response within 28 calendar days

of the filing of the grievance. The decision of the Chancellor of RBHS or his/her designee shall be final and binding on all parties, except as set forth below in Step Two.

The Chancellor of RBHS or his/her designee shall simultaneously submit his/her written response to the grievant and to the CIR.

Step Two - Arbitration:

If the grievance involves a contractual violation of the CIR Agreement, the CIR may, upon written notification to the Office of Academic Labor Relations with a copy to the Chancellor of RBHS, appeal the Step One decision to arbitration. Said notice must be filed with the Public Employment Relations Commission within twenty-one (21) calendar days following receipt of the Step One decision or, at the option of CIR, if a Step One decision is not rendered in accordance with the time limits set forth above, within twenty-one (21) calendar days from the date the Step One decision was due. It must be signed by a CIR representative or official.

The arbitrator shall conduct a hearing and investigation to determine the facts and render a decision for the resolution of the grievance. The parties agree that the decision of the arbitrator shall be final and binding. The arbitrator shall neither add to, subtract from, modify, or alter the terms and provisions of this Agreement or determine any dispute involving the exercise of a management function which is within the authority of the University as set forth in Article III (Management Rights) of the CIR Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted.

The arbitrator shall not substitute his or her judgment for academic or medical judgments rendered by the persons charged with making such judgments, nor shall the arbitrator review such decisions except for the purpose of determining whether the decision has violated this Agreement. The fees associated with the arbitrator's services shall be divided equally between the parties.

C. Procedural Rules

1. A grievance must be filed at Step One within twenty-one (21) calendar days from the date on which the act which is the subject of the grievance occurred or twenty-one (21) calendar days from the date on which the individual Housestaff Officer should reasonably have known of its occurrence.
2. The timeliness of a grievance submitted shall be determined by the date on which the original written grievance statement is received by the Office of Academic Labor Relations. Time limits provided for in this Article may be extended by written mutual agreement of the parties.
3. No reprisal of any kind shall be taken against any Housestaff Officer who participates in this grievance procedure.
4. Where a grievance directly concerns and is shared by more than one Housestaff Officer, such group grievance may, upon mutual agreement, properly be initiated at the first level of supervision common to the several grievants.

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

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

5. If the University's decision is not appealed within the appropriate prescribed time, such grievance will be considered closed and there shall be no further appeal or review.

D. Notification of Grievance Proceedings to the GMEC

All grievance notices shall be presented to the Office of Graduate Medical Education by the program director immediately upon receiving notification of any such action. The DIO and the Chair of the Graduate Medical Education Committee are apprised immediately of any and all grievance procedures. The GMEC Chair informs the GME Committee about any proposed actions during regular meetings and discusses the issue. Should the complaint move to a formal grievance, an ad hoc committee of the GMEC is convened to intercede in any actions.

Number:	006-002
Section:	Grievance Procedures
Title:	Housestaff Non-Renewal/Non-Promotion Hearing

Effective Date: 10/20/2016

Previous Review & Approval by GMEC: 1/17/2008, 5/24/2007, 3/15/2012

Update: Every five years from effective date or as needed

Purpose: To provide a grievance procedure for Housestaff who wish to appeal a notice of non-promotion or non-renewal of contract.

Scope: This policy is applicable to all members of the 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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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 Institutional Requirement II.D.4.e
2. Rutgers Biomedical and Health Sciences (RBHS) Policy, Graduate Medical, Dental and Podiatry Education

Policy:

Each Graduate Medical Education (GME) program shall ensure compliance with grievance and due process procedures as set forth in the Institutional Requirements and implemented by Rutgers NJMS. The GMEC shall provide for the appointment of an Ad Hoc Non-Renewal/Non-Promotion Committee to conduct the grievance procedure, and all such committees shall review non-renewal appeals in accordance with the standards set forth in this policy.

Procedure:

- A. A Housestaff may appeal a Program Director's decision not to promote or not to renew the Housestaff's contract for the following academic year by submitting a written request to the Department Chair within fourteen (14) working days of receipt of notice of the decision.
- B. If the Housestaff submits timely notice of appeal, the Department Chair shall convene the Non-Renewal/Non-promotion Committee to consider the appeal. The Non-Renewal/Non-Promotion Committee shall be composed of either:
 - i. The Department Chair, the DIO, or their designees, and one faculty member designated by the Chair of the GME Committee; or
 - ii. If the Department Chair is also the Program Director, a designee must serve in his or her stead.

- C. The Housestaff will be invited to meet with and make a personal presentation to the Non-Renewal/Non-Promotion Committee and may be accompanied by a faculty member or fellow Housestaff who may act as an advisor. The Housestaff may also be accompanied by a representative of the CIR, who shall not participate in the proceedings. The Non-Renewal Committee may invite the Program Director and any other witnesses to make presentations. All parties may submit any relevant information to the Non-Renewal Committee prior to or during the hearing. The Non-Renewal/Non-Promotion Committee may receive advice from the Office of General Counsel at any time including during the hearing.

- D. The Non-Renewal/Non-promotion Committee shall consider only whether the non-renewal/non-promotion conforms to the following standards:
 - i. The decision was communicated to the Housestaff in writing;
 - ii. The decision was communicated in a timely manner, in accordance with RBHS procedure on non-renewal of Housestaff contracts; and
 - iii. The non-renewal decision was not based on reasons prohibited by law or RBHS policy.

- E. Following the hearing, the Non-Renewal Committee shall deliberate and render a written decision, which shall be communicated to the Housestaff and Program Director. The decision of the Non-Renewal/Non-promotion Committee will be final and binding.